



# 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

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Monday, June 6, 2016

7:00 PM

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

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#### Study Session at 5:30 PM/Regular Meeting at 7:00 PM

#### NOTICE TO PUBLIC

#### WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

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.org](http://www.cityofmerced.org) 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.

#### PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK

Members of the audience who wish to address the City Council are requested to complete a speaker card available at the podium against the right-hand side of the Council Chambers. Please submit the completed card to the City Clerk before the item is called, preferably before the meeting begins.

#### INDIVIDUALS WITH DISABILITIES

Accommodation for individuals with disabilities may be arranged by contacting the City Clerk at (209) 388-8650. Assisted hearing devices are available for meetings held in the Council Chambers

#### A. STUDY SESSION ROLL CALL

#### B. STUDY SESSION

##### B.1. Special Budget Review Session

1. Reorganization
2. New Positions
3. Future Budget Issues
4. Council Follow Up Questions

#### C. CALL TO ORDER

##### C.1. Invocation - Roseanna Davis-Jolly, Congregation Etz Chaim

C.2. Pledge of Allegiance to the Flag

## **D. ROLL CALL**

D.1. In accordance with Government Code 54952.3, it is hereby announced that the City Council sits either simultaneously or serially as the Parking Authority, and Public Financing and Economic Development Authority. City Council Members receive a monthly stipend of \$20.00 by Charter for sitting as the City Council; and the Mayor receives an additional \$50.00 each month as a part of the adopted budget and Resolution 1975-37. The members of the Parking Authority, and Public Financing and Economic Development Authority receive no compensation.

## **E. SPECIAL PRESENTATIONS**

E.1. Merced Connect App - Presentation by Jeff Bennyhoff, Information Technology Director

E.2. Revenue Sharing - Update by Steve Carrigan, City Manager

## **F. WRITTEN PETITIONS AND COMMUNICATIONS**

## **G.. ORAL COMMUNICATIONS**

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 5 minutes. State law prohibits the City Council from acting at this meeting on any matter raised during the public comment period. The Mayor may, at his discretion, decrease the time allotted to speakers in order to accommodate as many speakers as possible. Members of the public who wish to speak on a matter this is listed on the agenda will be called upon to speak during discussion of that item.

## **H. CONSENT CALENDAR**

Adoption of the Consent Calendar may be made by one motion of the City Council, provided that any Councilmember, 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.

H.1. [16-176](#)      **SUBJECT:** "Information-Only" Contracts

### **REPORT IN BRIEF**

Notification of awarded Non-Public Works contracts under \$28,000 and of Public Works contracts under \$63,054.

### **AUTHORITY**

Pursuant to the authority delegated to the City Manager on behalf of the City by Article XI, Section 1109, of the Merced City Charter to execute Public Works contracts under the adjusted 2015 threshold of



\$63,054.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted 2015 threshold of \$28,000.00, the contracts listed on the attached table were entered into by the City.

**H.2. [16-165](#)**

**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.

**H.3. [16-222](#)**

**SUBJECT:** Information Only - Site Plan Review Committee Minutes of March 3, 2016

**RECOMMENDATION**

For information only.

**H.4. [16-232](#)**

**SUBJECT:** Information Only - Traffic Committee Minutes of March 8, 2016

**RECOMMENDATION**

For information only.

**H.5. [16-224](#)**

**SUBJECT:** Information Only - Merced Regional Airport Authority Meeting Minutes of October 14, 2015

**RECOMMENDATION**

For information only.

**H.6. [16-229](#)**

**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.

H.7. [16-236](#)

**SUBJECT:** City of Merced Legal Advertising Services

**REPORT IN BRIEF**

Awards bid for publishing legal notices to the Merced County Times (Mid Valley Publications).

**RECOMMENDATION**

**City Council** - Adopt a motion awarding bid for City of Merced legal advertising services to the Merced County Times newspaper.

H.8. [16-131](#)

**SUBJECT:** Contract Amendment for Application Hosting and Technology Support Services

**REPORT IN BRIEF**

Amend the contract with Xerox Government Systems, LLC (Xerox) to include "Platinum" premium support in the amount of \$4,800.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the contract amendment for Xerox's "Platinum" premium support in the amount of \$4,800; and, authorizing the City Manager to execute the necessary documents.

H.9. [16-132](#)

**SUBJECT:** Revenue Adjustment and Supplemental Appropriation of Funds to the Office of Emergency Services (OES) Contingency Accounts and Fringe Benefits Accounts

**REPORT IN BRIEF**

Consider a revenue adjustment and supplemental appropriation of funds to the OES Overtime Contingency and Fringe Benefits accounts.

**RECOMMENDATION**

**City Council** - Adopt a motion authorizing the Finance Officer to make budget adjustments as recommended by staff.

A. Approving the following increases to revenue accounts:

1. \$39,239 to 001-0901-332.02-01 - Special Fire Department Service; and,
2. \$57,975 to 061-0926-332.02-01 - Special Fire Department Service; and,

B. Approving the following increases to supplemental appropriations:

1. \$31,619 to 001-0901-521.04-03 - OES Contingency; and,
2. \$ 5,127 to 001-0901-521.10-06 - Social Security-OASDI; and,

3. \$ 2,493 to 001-0901-521.10-07 - Social Security-Medicare;  
and,
4. \$38,609 to 061-0926-521.04-03 - OES Contingency; and,
5. \$ 5,339 to 061-0926-521.04-06 - Social Security-OASDI; and,
6. \$ 1,249 to 061-0926-521.10-07 - Social Security-Medicare;  
and,
7. \$12,778 to 061-0926-522.32-00 - Vehicle Replacement Fee

**H.10. [16-219](#)**

**SUBJECT:** Consider the First Amendment to Scope of Services With Chad Wolford Consulting to Include Review of the Internal Service Funds for the Cost Allocation Plan

**REPORT IN BRIEF**

Consider the first amendment to scope of services in an amount not to exceed \$19,700 for the Cost Allocation Plan.

**RECOMMENDATION**

**City Council** - Adopt a motion:

A. Approving the first amendment to the scope of services with Chad Wolford Consulting in the amount of \$19,700 to include the review of the City's Internal Service Funds as part of a comprehensive Cost Allocation Plan. The additional increase of \$19,700 will be reimbursed with monies from Fund 070 - Housing Administration Fund; and,

B. Authorizing the City Manager and City Finance Officer to make budget adjustments as necessary.

**H.11. [16-228](#)**

**SUBJECT:** New Disadvantaged Business Enterprise Liaison Officer

**REPORT IN BRIEF**

Replacement of the City's Disadvantaged Business Enterprise Liaison Officer.

**RECOMMENDATION**

**City Council** - Adopt a motion designating Joel Svendsen, P.E. as the City of Merced's Acting Disadvantaged Business Enterprise Liaison Officer, replacing John C. Sagin, Jr., AIA.

**H.12. [16-209](#)**

**SUBJECT:** Street Closure #16-08 for the Merced Community Development Corporation to Host a Weekly Street Faire in Downtown.

**REPORT IN BRIEF**

Consider a request for the closure of City streets and the use of Bob

Hart Square.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the street closures of West Main Street (between K Street and N Street, but open at West M Street), Canal Street (between West Main Street and Arbor Lane), N Street (between West Main Street and the alley north of West 16 Street), and the use of Bob Hart Square, as requested by the Merced Community Development Corporation to host the Merced Downtown Street Faire, every Thursday night from 5:00 p.m. to 10:00 p.m., between June 16, 2016, and September 1, 2016; subject to the conditions outlined in the administrative staff report.

**H.13. [16-192](#)**

**SUBJECT:** Agreement with Eurofins Eaton Analytical for General Laboratory Services

**REPORT IN BRIEF**

Consider entering into a three (3) year agreement with Eurofins Eaton Analytical Laboratory (Eurofins) for general laboratory testing services.

**RECOMMENDATION**

**City Council** - Adopt a motion awarding a three year agreement with Eurofins Eaton Analytical Laboratory for general laboratory testing services; and, authorizing the City Manager to execute all the necessary documents.

**H.14. [16-202](#)**

**SUBJECT:** Agreement with Pacific EcoRisk Environmental Consulting for Bioassay Testing and Laboratory Services

**REPORT IN BRIEF**

Consider entering into a three (3) year agreement with Pacific EcoRisk Environmental Consulting & Testing (Pacific EcoRisk).

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Approving the Agreement with Pacific EcoRisk to provide bioassay testing and services for the Waste Water Treatment Plant; and,
- B. Authorizing the City Manager to execute the necessary documents.

**H.15. [16-204](#)**

**SUBJECT:** Municipal Separate Storm Water Sewer System (MS4) Enforcement Response Plan

**REPORT IN BRIEF**

Request to adopt the MS4 Enforcement Response Plan.

**RECOMMENDATION**

**City Council** - Adopt a motion adopting **Resolution 2016-19**, a Resolution of the City Council for the City of Merced, California, adopting a municipal separate storm sewer system enforcement response plan.

H.16. [16-210](#)

**SUBJECT:** Garbage Truck Rental Agreement Extension and Supplemental Appropriation

**REPORT IN BRIEF**

Approve the original rental agreement, extend a current garbage truck rental agreement for this fiscal year and request a supplemental appropriation from the unappropriated refuse reserve fund 558 in the amount of \$36,000 to extend a rental agreement for an additional five months into the next fiscal budget year.

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Approving original rental agreement and extending the current Big Truck Rental agreement for one more month for this fiscal year; and,
- B. To extend the same Big Truck Rental agreement for an additional five months for the next fiscal year, which will extend through November 30, 2016.
- C. Approving a supplemental appropriation from the unappropriated refuse reserve fund 558 in the amount of \$36,000 to extend a rental agreement for the additional five months into the next fiscal budget year, ending November 30, 2016; and,
- D. Authorizing the City Manager to execute the necessary documents.

H.17. [16-213](#)

**SUBJECT:** Purchase of an Articulating Telescopic Aerial Device Through a Government Procurement Program and Waiving the Competitive Bidding Requirement.

**REPORT IN BRIEF**

Consider authorizing the purchase of one Articulating Telescopic Aerial Device using the National Joint Powers Alliance Government Procurement Program for \$138,295.00, and waiving the competitive bidding process.

**RECOMMENDATION**

**City Council** - Adopt a motion waiving the competitive bidding requirements of Merced Municipal Code Section 3.04.210 to allow the purchase of the Articulating Telescopic Aerial Device from National Joint Powers Alliance; and, authorizing the City Manager to enter into a contract with Altec Industries, Inc. for the purchase of an Articulating Telescopic Aerial Device for \$138,295.00.

H.18. [16-214](#)

**SUBJECT:** Authorizing Application for CalRecycle Grant

**REPORT IN BRIEF**

Adopt a Resolution authorizing submittal of applications for CalRecycle grants.

**RECOMMENDATION**

**City Council** - Adopt **Resolution 2016-22**, a Resolution of the City Council of the City of Merced, California, authorizing submittal of application to the Department of Resources Recycling and Recovery (CalRecycle) for payment programs and related authorizations.

H.19. [16-242](#)

**SUBJECT:** Relinquishment of FAA Part 139 Certificate for the Merced Regional Airport

**REPORT IN BRIEF**

Consider the relinquishment of FAA Part 139 Certificate for the Merced Regional Airport (MCE) due to Aircraft Rescue and Fire Fighting (ARFF) cost.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the relinquishment of the City of Merced Regional Airport FAA Part 139 Certificate; and, authorizing the City Manager to execute the necessary documents.

H.20. [16-227](#)

**SUBJECT:** Lease Agreement with James G. Moulton and Lynda S. Moulton

**REPORT IN BRIEF**

Consider approving a three-year lease agreement with James G. Moulton and Lynda S. Moulton for property to be utilized by the Merced Police Department.

**RECOMMENDATION**

**City Council** - Adopt a motion approving a lease agreement with James

G. Moulton and Lynda S. Moulton for property use; and, authorizing the Finance Officer to make necessary budget adjustments.

**H.21.** [16-220](#)

**SUBJECT:** Fiscal Year 2016-2017 Tow Service Agreement

**REPORT IN BRIEF**

Approval of the 2016-2017 Master Tow Service Agreement.

**RECOMMENDATION**

**City Council** - Adopt a motion approving **Resolution 2016-20**, a Resolution of the City Council of the City of Merced, California, establishing and approving the 2016-2017 Master Tow Service Agreement; and, authorizing the City Manager to execute the necessary documents.

**H.22.** [16-238](#)

**SUBJECT:** Accept and Appropriate Grant Funds From the United Way

**REPORT IN BRIEF**

Accept and appropriate grant funds (\$25,410) from the United Way to further the Merced Police Department's efforts to prevent underage drinking of alcoholic beverages within the city limits of Merced, in partnership and collaboration with other agencies working as a group identified as ComVip (Community Violence, Intervention and Prevention) Program. The funds will be used to compensate officers who will work various strategies beyond their regular shift (overtime).

**RECOMMENDATION**

**City Council** - Adopt a motion:

A. Accepting the grant funds totaling \$25,410 from United Way to further support the collaborative efforts of agencies (Merced Police Department, Merced County Probation Department, and Merced County Mental Health Department) that work collaboratively together to prevent underage drinking of alcoholic beverages throughout the City of Merced.

B. Increasing Police revenue account #001-1002-324-02-00 by \$25,410 from grant funds through the United Way.

**H.23.** [16-188](#)

**SUBJECT:** Introduction of an Ordinance Dealing with No Parking Zones and Freight and Passenger Loading Zones

**REPORT IN BRIEF**

Consider recommendations from the Traffic Committee approving the addition of a no parking zone along West 14th Street, and the alteration of an existing no parking zone on the north side of East 20th Street to a

loading zone.

**RECOMMENDATION**

**City Council** - Adopt a motion introducing **Ordinance 2459**, an Ordinance of the City Council of the City of Merced, California, Amending Section 10.28.230, "No Parking Zones," and Section 10.32.050, "Freight and Passenger Loading Zones - Locations," of the Merced Municipal Code.

**H.24.** [16-243](#)

**SUBJECT:** Increase Contingency Percentage for Stephen Leonard Park Renovation, Project 115045

**REPORT IN BRIEF**

Authorizes approval to increase the contingency to 13% of the original construction contract amount, for a total of \$83,196.90 of additional work.

**RECOMMENDATION**

**City Council** - Adopt a motion increasing the contingency to 13% for the Stephen Leonard Park Renovation Project 115045; and, authorizing the City Manager to sign the necessary documents.

**I. 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.

**I.1.** [16-221](#)

**SUBJECT:** Maintenance Districts' Engineer's Report and Budgets for Fiscal Year 2016/2017 - Public Meeting

**REPORT IN BRIEF**

Consider public input on the various Maintenance Districts' budgets during the public meeting, without taking action on the determination of assessment levy until the close of the public hearing scheduled for Monday, June 20, 2016.

**RECOMMENDATION**

**City Council** - Adopt a motion seeking public input on the Fiscal Year 2016/2017 Maintenance Districts' budgets, without taking action until the public hearing is closed on June 20, 2016.

**I.2.** [16-196](#)

**SUBJECT:** General Plan Amendment #16-02 to Amend the City's



General Plan to Address State Mandates Concerning Flooding

**REPORT IN BRIEF**

This item amends the Safety and Conservation Elements of the *Merced Vision 2030 General Plan* to include information, maps, and policies consistent with state mandates related to protection of property and loss of life from future local flood events.

**RECOMMENDATION**

**City Council** - Adopt **Resolution 2016-18**, a Resolution of the City Council of the City of Merced, California, approving a Categorical Exemption for General Plan Amendment #16-02 and Approving General Plan Amendment #16-02 to amend the Safety and Conservation Elements of the Merced Vision 2030 General Plan to include information, maps, and policies consistent with state mandates related to protection of property and loss of life from future local flood events.

I.3. [16-207](#)

**SUBJECT:** Public Hearing - 205 East 16th Street - General Plan Amendment #16-01 and Zone Change #423

**REPORT IN BRIEF**

Request to amend the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) and change the Zoning designation from Thoroughfare Commercial (C-T) to R-4 for an approximately 1.1 acre parcel located at 205 East 16th Street.

**RECOMMENDATION**

**City Council** - Adopt one of the following recommendations:

*To Approve the Request:*

A. Adopt a motion adopting **Resolution 2016-16**, a Resolution of the City Council of the City of Merced, California, approving a Negative Declaration for General Plan Amendment #16-01 and Zone Change #423 for the approximately 1.1 acre parcel located on the north side of East 16th Street approximately 245 feet east of G Street (205 East 16th Street), and approving a General Plan Amendment for the same parcel of land to change the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD); and,

B. Introducing **Ordinance 2460**, an Ordinance of the City Council of the City of Merced, California, amending the Official Zoning Map by Rezoning an approximately 1.1 acre parcel located on the north side of East 16th Street, approximately 245 feet east of G Street (205 East 16th Street), from Thoroughfare Commercial (C-T) to Conditional R-4; and,

C. Authorizing the City Manager to Execute the Developer Agreement.

*To Deny the Request (Planning Commission Recommendation):*

A. Adopt a motion adopting **Resolution 2016-17**, a Resolution of the City Council of the City of Merced, California denying a Negative Declaration for General Plan Amendment #16-01 and Zone Change #423, and denying General Plan Amendment #16-01 requesting to change the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) for an approximately 1.1 acre parcel located on the north side of East 16th Street, approximately 245 feet east of G Street (205 East 16th Street).

I.4. [16-239](#)

**SUBJECT:** Public Hearing for Fiscal Year 2016-2017 Proposed Budget

**REPORT IN BRIEF**

Public Hearing to afford the interested public an opportunity to provide input on the content of the 2016-2017 City Council, Public Financing and Economic Development Authority, and Parking Authority Proposed Budget.

**RECOMMENDATION**

**City Council/Public Financing and Economic Development Authority/Parking Authority** - It is recommended that the City Council/Authorities conduct the Public Hearing and provide direction to the City Manager on the content of the Fiscal Year 2016-2017 Budget; and adopt a motion continuing the Public Hearing to the June 20, 2016 Meeting.

**J. BUSINESS**

J.1. [16-223](#)

**SUBJECT:** Request to Join the Mayor's Challenge to Ending Homelessness Among Unsheltered Veterans

**REPORT IN BRIEF**

Requesting the mayor to sign a letter to include the City of Merced in the Mayor's Challenge to Ending Homelessness among Unsheltered Veterans.

**RECOMMENDATION**

**City Council** - Adopt a motion allowing the Mayor to sign a letter that would include the City of Merced in the national Mayor's Challenge.

J.2. Request to Add Item to Future Agenda

J.3. City Council Comments

## **K. ADJOURNMENT**



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item: H.1.**

**Meeting Date: 6/6/2016**

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***Report Prepared by:*** Kirkland Greene, Records Clerk II

**SUBJECT:** "Information-Only" Contracts

### **REPORT IN BRIEF**

Notification of awarded Non-Public Works contracts under \$28,000 and of Public Works contracts under \$63,054.

### **AUTHORITY**

Pursuant to the authority delegated to the City Manager on behalf of the City by Article XI, Section 1109, of the Merced City Charter to execute Public Works contracts under the adjusted 2015 threshold of \$63,054.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted 2015 threshold of \$28,000.00, the contracts listed on the attached table were entered into by the City.

### **ATTACHMENTS**

1. "Information-Only" Contracts Table for May 2016

## **Exhibit 1 – Table of Contracts**

6/6/2016 City Council Meeting

<b>Department/Division</b>	<b>Vendor</b>	<b>Purpose/Location</b>	<b>Amount</b>
0301 – City Attorney	Thomas E. Lewis, Attorney-at-Law	Agreement for Professional Services to Act as Hearing Officer for Administrative Citation Program.	\$ 1,000.00
0803 – Engineering	Condor Earth Technologies, Inc.	Wastewater Treatment Facility (WWTF) Headwork Corrosion Control Project (compaction/concrete testing). (Statement of Services, PO #122567.)	\$ 1,543.00
1201 – Recreation & Parks	Scott Lemberger	Leisure Class Agreement to Conduct Uechi-Ryu Karate Classes, from July 1, 2016 through June 30, 2017.	\$ 3,024.00
1205 – Zoo	Christine McFadden, D.V.M. (Valley Animal Hospital)	Agreement for Veterinary Services at Applegate Zoo (July 1, 2016 through June 30, 2017).	\$ 6,000.00
1201 – Recreation & Parks	Mobley Enterprises, Inc. (DBA: Valley Commercial Services)	Agreement for Janitorial Services at the Senior Center (July 1, 2016 through June 30, 2017).	\$ 6,588.00
2006 – Welcome Center	Merced Main Street Association (MMSA)	Agreement for Professional Services and Administration to the Downtown Business Improvement Area (DBIA).	\$15,000.00
0901 – Fire	Kellogg Community College	Training Agreement for Aircraft Rescue and Firefighting (ARFF) on October 5 <sup>th</sup> and 6 <sup>th</sup> , 2016.	\$17,995.00
1201 – Recreation & Parks	Fernando Acosta	Leisure Class Agreement to Conduct Merced Youth Soccer Programs, from July 1, 2016 through June 30, 2017.	\$23,625.00
0804 – Planning	Interwest Consulting Group, Inc.	Agreement for Professional Services to Provide Building and Planning Services.	\$27,000.00

*Copies of all of the contracts listed above are available in the City Clerk's Office.*



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item: H.2.**

**Meeting Date: 6/6/2016**

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**Report Prepared by:** John Tresidder, 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, and August 20, 2007).

### DISCUSSION

Pursuant to the City's Attendance Policy (attached), the annual review has been conducted and filed with the City Clerk's Office. Where possible, the respective attendance reports have been presented to each board, committee, and commission, who subsequently reviewed and approved the reports as accurate.

The attached attendance reports indicate whether the commissioner, committee member, or board member was in attendance, informed staff that they would be absent ("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.

Overall, there has been good attendance during the reporting period (April 1, 2015 through March 31, 2016), with the majority of Board and Commission members meeting the minimum attendance requirement. Commissioners not meeting the minimum attendance requirement were Daniel Kazakos (67%) and Jack Lesch (57%).

### 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 and August 20, 2007 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 schedule 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, and business conflicts.
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.



# PLANNING COMMISSION

## ATTENDANCE RECORD

April 1, 2015 through March 31, 2016

*Total # of Meetings Held During Reporting Year: 17*

<b><u>NAME</u></b>	<b><u># of Mtgs Attended*</u></b>	<b><u># of Mtgs Held*</u></b>	<b><u># of Mtgs Absent **</u></b>	<b><u># of Mtgs Excused</u></b>	<b><u>% of Mtgs Attended</u></b>
COLBY, TRAVIS (full year)	15	17	2	1	94%
BAKER, BILL (appointed 06/2015)	11	12	1	0	92%
SMOOT, KURT (full year)	16	17	1	1	100%
SMITH, KEVIN (full year)	15	17	2	1	94%
McLEOD, JILL (appointed 10/2015)	7	7	0	0	100%
DYLINA, ROBERT (appointed 06/2015)	11	12	1	1	100%
PADILLA, PETER (full year)	16	17	1	1	100%

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

\*\* This # includes excused meetings.

Formula for computing percentage of meetings attended:

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

# BICYCLE ADVISORY COMMISSION

## ANNUAL ATTENDANCE SUMMARY

April 1, 2015 through March 31, 2016

Total # of Meetings Held During Reporting Year: 6

<u>NAME</u>	<u># of Mtgs Attended *</u>	<u># of Mtgs Held *</u>	<u># of Mtgs Absent **</u>	<u># of Mtgs Excused</u>	<u>% of Mtgs Attended</u>
COMEYNE, J. (full year)	5	6	1	0	83%
HICKS, JUSTIN (full year)	5	6	1	1	100%
HOTHEM, TOM (full year)	5	6	1	1	100%
KAYSER-GRANT, L. (full year)	6	6	0	0	100%
PALMA, ISAI (full year)	5	6	1	1	100%
TYLER, ROBERT (full year)	5	6	1	0	83%
KATHERINE OESTMAN (partial year)	1	1	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:

Full Year - # of meetings attended (include excused) divided by total # of meetings held

Partial Year - # of meetings attended (include excused) divided by total # of meetings held since appointment.

# REGIONAL AIRPORT AUTHORITY

## ATTENDANCE RECORD

April 1, 2015 through March 31, 2016

*Total # of Meetings Held During Reporting Year: 5*

<u>NAME</u>	<u># of Mtgs Attended</u> *	<u># of Mtgs Held</u> *	<u># of Mtgs Absent</u> **	<u># of Mtgs Excused</u>	<u>% of Mtgs Attended</u>
MORELOCK, L. (term expired 7/1/15)	3	3	0	0	100%
FLORES, R. (term expired 7/1/15)	0	3	3	0	0%
BODINE, M. (full year)	5	5	0	0	100%
OSBORN, A. (full year, reappt. 7/6/15)	5	5	0	0	100%
SMITH, R. (full year)	5	5	0	0	100%
SUNDGREN, J. (full year)	5	5	0	0	100%
JOHNSTON, D. (appt. 7/6/15)	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:

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

# CITIZENS OVERSIGHT COMMITTEE MEASURE C

## ATTENDANCE RECORD

April 1, 2015 through March 31, 2016

*Total # of Meetings Held During Reporting Year: 3*

<b><u>NAME</u></b>	<b><u># of Mtgs Attended</u> *</b>	<b><u># of Mtgs Held</u> *</b>	<b><u># of Mtgs Absent</u> **</b>	<b><u># of Mtgs Excused</u></b>	<b><u>% of Mtgs Attended</u></b>
RASBERRY, J. (full year)	3	3	0	0	100
WALTHER-PARNELL, J. (full year)	3	3	0	0	100
REYBURN, C. (full year)	3	3	0	0	100
VARELA, F. (full year)	3	3	0	0	100
SANCHEZ, I. (full year)	3	3	0	0	100
KAZAKOS, D. (full year)	2	3	1	0	67

\* 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:

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

# PERSONNEL BOARD

## ATTENDANCE RECORD

April 1, 2015 through March 31, 2016

*Total # of Meetings Held During Reporting Year: 7*

<u>NAME</u>	<u># of Mtgs Attended</u> *	<u># of Mtgs Held</u> *	<u># of Mtgs Absent</u> **	<u># of Mtgs Excused</u>	<u>% of Mtgs Attended</u>
BUCKINGHAM, FRED (Termed Out)	4	4	0	0	100%
CHAVEZ, YOLANDA (full year)	6	7	1	0	85%
FLORES, HELEN (full year)	6	7	1	0	85%
LESCH, JACK (full year)	4	7	3	0	57%
REYNOLDS, NOBIE (full year)	6	7	1	0	85%

\* 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:

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

# ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

## ATTENDANCE RECORD

April 1, 2015 through March 31, 2016

*Total # of Meetings Held During Reporting Year: 6*

<b><u>NAME</u></b>	<b><u># of Mtgs Attended</u> *</b>	<b><u># of Mtgs Held</u> *</b>	<b><u># of Mtgs Absent</u> **</b>	<b><u># of Mtgs Excused</u></b>	<b><u>% of Mtgs Attended</u></b>
DOUG FLUETSCH (full year)	2	6	0	4	100%
JEFF PENNINGTON (partial year)	2	3	0	1	100%
MARY CAMPER (full year)	5	6	0	1	100%
JOE RAMIREZ (full year)	5	6	0	1	100%
STEVE ROUSSOS (full year)	5	6	0	1	100%
JOHN SUNDGREN (full year)	6	6	0	0	100%
CHRISTINE HENDRICKS (full year)	6	6	0	0	100%
VANESSA LARA (full year)	6	6	0	0	100%
ASHLEY LEFFARD (partial year)	2	2	0	0	100%
PAUL LUNDBERG (partial year)	4	4	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:

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

# Recreation and Parks Commission

## ATTENDANCE RECORD

April 1, 2014 through March 31, 2016

*Total # of Meetings Held During Reporting Year: 6*

<b><u>NAME</u></b>	<b><u># of Mtgs Attended</u> *</b>	<b><u># of Mtgs Held</u> *</b>	<b><u># of Mtgs Absent</u> **</b>	<b><u># of Mtgs Excused</u></b>	<b><u>% of Mtgs Attended</u></b>
CHAVEZ, C (apt. 3/21/16)	1	1	-	-	100%
JENKINS, J (full year)	5	6	-	1	100%
LENTZ, O (full year)	4	6	-	2	100%
WARREN, B (apt. 3/21/16)	1	1	-	-	100%
HASSETT, F (full year)	4	6	2	1	83%
NELSON, E (full year)	3	6	-	3	100%
WASHINGTON, N (full year)	6	6	-	-	100%
CAREY, J (term ended in June, 2015)	2	2	-	-	100%
DWYER, S (term ended in June, 2015)	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.



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item: H.3.**

Meeting Date: 6/6/2016

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**Report Prepared by:** *Stephani Davis, Secretary I, Planning Division*

**SUBJECT:** Information Only - Site Plan Review Committee Minutes of March 3, 2016

### RECOMMENDATION

For information only.

### ATTACHMENTS

1. Minutes



**CITY OF MERCED**  
**Site Plan Review Committee**

**MINUTES**

Planning Conference Room  
2<sup>nd</sup> Floor Civic Center  
Thursday, March 3, 2016

Chairperson GONZALVES called the meeting to order at 1:32 p.m.

**ROLL CALL**

Committee Members Present: Director of Development Services Gonzalves,  
Land Engineer Cardoso (for City Engineer  
Elwin), and Plan Examiner England (for  
Assistant Chief Building Official Stephenson)

Committee Members Absent: None

Staff Present: Planning Manager Espinosa and  
Planner/Recording Secretary Mendoza-  
Gonzalez

1. **MINUTES**

M/S ENGLAND - CARDOSO, and carried by unanimous voice vote, to  
approve the Minutes of January 7, 2016, as submitted.

3. **COMMUNICATIONS**

None.

4. **ITEMS**

- 4.1 Site Plan Application #394, submitted by Hilltop Ranch, on behalf of  
Hyway 59 Properties, LP, property owner, to construct a 99-foot tall private  
communication tower at 2777 N. Highway 59 within a Heavy Industrial (I-  
H) Zone.

Planner MENDOZA-GONZALEZ reviewed the application for this item. For further information, refer to Draft Site Plan Review Committee Resolution #394.

M/S ENGLAND-CARDOSO, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #16-03 (Categorical Exemption), and approve Site Plan Application #394, subject to the Findings and fifteen (15) conditions set forth in the Draft Resolution #394:

AYES: Committee Members England, Cardoso, and Chairperson Gonzalves  
NOES: None  
ABSENT: None

4.2 Site Plan Application #395, submitted by Mike Sater for Sater Oil International, LLC, on behalf of Mark A. Calvano, Trustee, property owner. This request allows the demolition of the existing building and the construction of a retail center including a gas station, mini-market, car wash, and fast food restaurant at 2020 East Childs Avenue within a Thoroughfare Commercial (C-T) zone.

Associate Planner NELSON reviewed the application for this item. For further information, refer to Draft Site Plan Review Committee Resolution #395. A memorandum was distributed before the meeting showing modifications to two conditions. Condition #7 was revised showing the applicant's request to modify the proposed driveways. Staff recommends conceptual approval of this request, with details being resolved with staff during the building permit stage. Condition #21 was revised to show that the proposed window graphics for Steak 'n Shake are not approved and shall count as sign area for the restaurant. However, similar graphics not advertising specific products associated with the business may be allowed at the discretion of the Planning Manager.

M/S CARDOSO-ENGLAND, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #16-04 (Categorical Exemption), and approve Site Plan Application #395, subject

to the Findings and thirty-five (35) conditions set forth in the Draft Resolution #395; amending Conditions #7 and #21 as follows:

(Note: ~~Strikethrough~~ deleted language, underline added language.)

- “7) The median in Childs Avenue shall allow for a minimum of 200 feet of vehicular stacking room. The median shall be extended to a distance to prevent left turns into or out of the driveways on Childs Avenue serving the gas station/mini-market site. The two eastern driveways on Childs may be combined into one driveway with a wider width at the discretion of the City Engineer. The revised site plan showing driveway modifications and the median extension provided at Exhibit O is conceptually approved as it relates to the driveway locations and size, the median length, and the cross access and parking on the adjacent site to the west. Details to be worked out with the City Engineer at the building permit stage.
- “21) The proposed signs are not approved. As proposed, the sign area exceeds the allowable area for each business. The applicant shall work with staff to reduce the sign area to an amount within the allowable amount (determined by the number of parcels at time of development). The window graphics proposed for Steak ‘n Shake are not approved. Individual wall panels (approximately 3’ x 3’) with similar graphics not advertising a specific product or business may be allowed as an architectural feature as determined by the Planning Manager.”

AYES: Committee Members England, Cardoso, and Chairperson Gonzalves

NOES: None

ABSENT: None

## 5. **INFORMATION ITEMS**

### 5.1 Calendar of Meetings/Events

There was no discussion regarding the calendar of meetings/events.

March 03, 2016

6. **ADJOURNMENT**

There being no further business, Chairperson GONZALVES adjourned the meeting at 2:00 p.m.

Respectfully submitted,



Kim Espinosa, Secretary

Merced City Site Plan Review Committee

APPROVED:



DAVID B. GONZALVES, Chairperson/

Director of Development Services

Merced City Site Plan Review Committee

CITY OF MERCED  
SITE PLAN REVIEW COMMITTEE  
RESOLUTION #394

Hilltop Ranch	Construct a 99-foot tall private communication tower for Hilltop Ranch.
APPLICANT	PROJECT
13980 Looney Road	2777 N. Highway 59
ADDRESS	PROJECT SITE
Ballico, CA 95303	059-450-069
CITY/STATE/ZIP	APN
(209) 874-1875	Heavy Industrial (I-H)
PHONE	ZONING

In accordance with Chapter 20.68 of the Merced City Zoning Ordinance, the Merced City Site Plan Review Committee considered and approved Site Plan Review Application #394 on March 3, 2016, submitted by Hilltop Ranch, on behalf of Hyway 59 Properties, LP, property owner, to construct a 99-foot tall private communication tower at 2777 N. Highway 59 within a Heavy Industrial (I-H) Zone. Said property being more particularly described as Adjusted Parcel 'A' as shown on Certificate of Compliance #2014-04 from Boundary Adjustment #14-04 recorded in Official Records, Merced County; also known as Assessor's Parcel Number (APN) 059-450-069.

WHEREAS, the proposal is exempt from the California Environmental Quality Act (CEQA), and is in accordance with Section 15301 (a) (Exhibit E); and,

WHEREAS, the Merced City Site Plan Review Committee makes the following Findings:

- A) The proposal complies with the General Plan designation of Industrial and the Zoning classification of Heavy Industrial (I-H).
- B) As shown in Merced Municipal Code Section 20.36.060.B - Height Regulations, the Site Plan Review Committee may grant exceptions for structures (within the I-H Zone) that exceed the maximum allowable height of 40-feet.
- C) The communication tower will be used by Hilltop Ranch to establish a private communication network for its employees. The communication network will cover the area between the subject site and applicants' main facility in Ballico, California. The applicant is currently working with Merced County to construct a corresponding communication tower next to their main facility.

- D) The communication tower will be used by Hilltop Ranch employees only. The communication tower will not be used by wireless communication (cellphone) providers.
- E) Ancillary equipment for the communication tower will be located inside the adjacent building at 2777 N. Highway 59.
- F) The proposed communication tower would not create any unusual structures that are not already permitted within the Heavy Industrial Zone. Other structures (with similar functions, height, and designs), such as guyed towers for wireless communication providers, are allowed within the I-H Zone with Site Plan Permit approval.
- G) The communication tower will not block any of the scenic corridors shown in General Plan Policy OS-1.3B.

NOW, THEREFORE, BE IT RESOLVED that the Merced City Site Plan Review Committee does approve Site Plan Review Application #394, subject to the following conditions:

1. All applicable conditions contained in Site Plan Approval Resolution #79-1-Amended ("Standard Conditions for Site Plan Application") shall apply.
2. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply including, but not limited to, the California building code and fire codes.
3. The site shall be constructed as shown on Exhibit B (site plan), Exhibit C (foundation plan), and Exhibit D (elevation), as modified by the conditions of approval within this resolution.
4. Notwithstanding all other conditions, all construction and improvements shall be in strict accordance with Zoning, Building, and all other codes, ordinances, standards, and policies of the City of Merced.
5. In coordination with the Police Department and Fire Department, a frequency/inter-modulation study shall be prepared. Service may not be initiated until these departments have reviewed and have found the study to be acceptable.
6. At the time of building permit submittal, the applicant shall provide certification by a Radio Frequency Engineer, stating the RFR measurements and that they meet FCC radio frequency radiation standards.
7. The applicant shall work with the Merced Regional Airport and comply with all of their requirements for this type of structure and obtain all proper permits. Said requirements may include, but are not limited to, obtaining approval from the Airport Land Use Commission or showing proof of submitting an FAA Form 7460-1 to the FAA.
8. The private communication tower shall be painted white to blend-in with the sky.
9. The private communication tower shall be maintained at all times. At no time shall the private communication tower be faded or worn down to a state that would be considered unacceptable to City standards.

March 3, 2016

10. The private communication tower shall not have any form of steps, ladder, or pegs protruding from its side.
11. No signs, other than warning and safety signage, shall be located on a support tower or ancillary facility.
12. Other than lighting required by the FAA or other regulatory agency for the purpose of safety, lights are not permitted on the communication tower.
13. Any noise generated by the facility from the equipment or the tower shall be kept to a minimum so as not to cause a nuisance to the surrounding businesses.
14. At the time of building permit submittal, the applicant shall provide a site plan to the Engineering Department showing all easements which includes, but is not limited to, railroad right-of-ways and City easements. The project shall not encroach into any right-of-ways or easements without first obtaining proper approval to do so.
15. The premise shall remain clean and free of debris and graffiti at all times.

If there are any questions concerning these conditions and recommendations, please contact Francisco Mendoza-Gonzalez at (209) 385-6858.

March 3, 2016

DATE

  
SIGNATURE

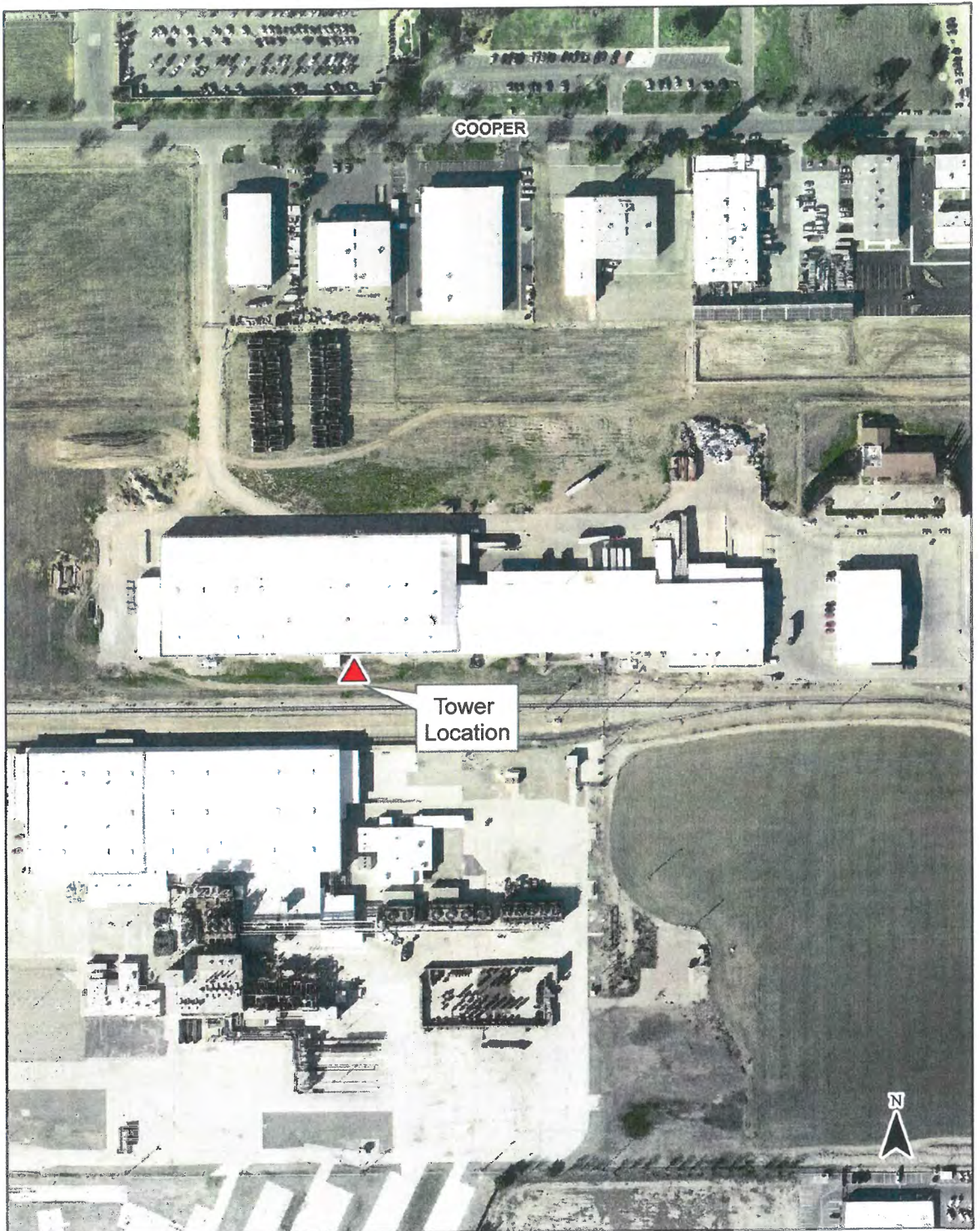
Planner

TITLE

Exhibits:

- A) Location Map
- B) Site Plan
- C) Foundation Plan
- D) Elevation
- E) Categorical Exemption









SCALE: 1" = 50'

COOPER

AVE.

570' x 67' x 15' DEEP

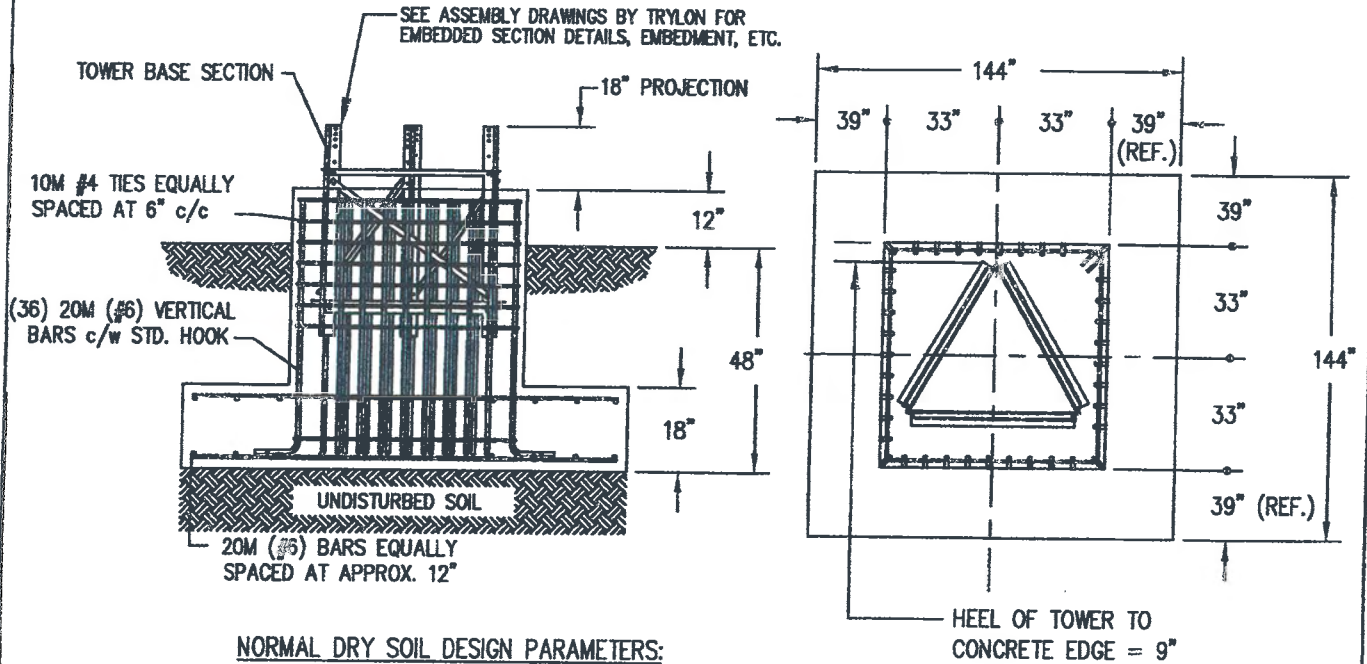
SEE ENLARGEMENT  
THIS SHEET

Location of IT Equipment

Location of Communications Tower

# FOUNDATION DESIGN (NORMAL DRY SOIL)

DESIGN ASSUMES THAT FROST DEPTH IS LESS THAN 4'-0"



## NORMAL DRY SOIL DESIGN PARAMETERS:

DRY DENSITY = 0.110 kips/ft<sup>3</sup>

SUBM. DENSITY = 0.045 kips/ft<sup>3</sup>

MIN. ALLOWABLE BEARING PRESSURE = 3.500 kips/ft<sup>2</sup>

## FOUNDATION NOTES:

### GENERAL:

- 1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL STANDARDS.
- 2) FOUNDATIONS DESIGNED ASSUMING NORMAL DRY SOIL W/ ALLOWABLE BEARING PRESSURE OF 1500 PSF. NO ALLOWANCE WAS MADE FOR SOFT SOILS, FILL, PEATS, ORGANICS, WATER, OR ROCK IN EXCAVATION. NO SOILS REPORT PROVIDED.
- 3) THE TOWER BASE PAD SHALL BE PLACED AGAINST UNDISTURBED SOIL.

### CONCRETE:

- 1) CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF NOT LESS THAN 4000 psi.
- 2) TOWER ERECTION CAN OCCUR ONCE THE FOUNDATION CONCRETE HAS REACHED A STRENGTH OF 2175 psi.
- 3) THE REQUIRED CONCRETE STRENGTH IS TYPICALLY REACHED WITHIN (1) WEEK OF BEING POURED.
- 4) CONCRETE SHALL CONTAIN AN AIR ENTRAINING AGENT.
- 5) THE MAXIMUM SIZE OF COARSE AGGREGATE SHALL BE 3/4". SLUMP SHALL BE 4 in +/- 1 in.
- 6) ALL GROUT SHALL BE NON-FERROUS AND NON SHRINK WITH A MINIMUM COMPRESSIVE STRENGTH OF 5000 psi AT 28 DAYS, EDGES GROUT SHALL BE TAPERED OFF AT 45°.

### REINFORCEMENT:

- 1) ALL REINFORCEMENT SHALL HAVE 3 in CONCRETE COVER.
- 2) REINFORCING STEEL SHALL BE ASTM A615 DEFORMED BARS WITH A MINIMUM YIELD OF 60 ksi.

### BACKFILLING:

- 1) BACKFILL SHALL BE PLACED IN THIN LIFTS (MAXIMUM 6 in) AND COMPACTED TO A MINIMUM OF 95 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY (100 pcf min.). IN THE EVENT THAT EXCAVATED MATERIALS ARE NOT SUITABLE FOR BACKFILL, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SUPPLY AND COMPACT SUITABLE CLEAN MATERIAL TO MEET THAT REQUIREMENT.



11/24/2015

CONFIDENTIAL:  
ALL INTELLECTUAL PROPERTY RIGHTS HEREIN ARE THE PROPERTY OF TRYLON TSF Inc. ALL DUPLICATION, RECORDING, DISCLOSURE OR USE IS PROHIBITED WITHOUT WRITTEN CONSENT OF TRYLON TSF Inc.

REV.	REV. BY:	CHK. BY:	DESCRIPTION	DATE

## NOTES:

**DaVinci**  
Engineering, Inc.

PO BOX 1966 SANTA MARIA, CALIFORNIA 93456  
PHONE: (805) 922-5221 FAX: (805) 880-0402

DAVINCI PROJECT# 8915232-069



CUSTOMER: VELOCITER WIRELESS		SITE: 1785 ASHBY ROAD MERCED		SCALE: NTS	
DATE: 20 NOV 15	BY: DF	CHK:	APP:	DRAWING NO. 109664B - FDN	
TITLE: 90FT H410					

Material grade logs: 350W  
Material grade bracing: 300W

$$\frac{E_L}{h-h} = \frac{1'}{4.00'}$$

37

## NOTICE OF EXEMPTION

---

To: \_\_\_\_\_ Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044

From: (Public Agency)  
City of Merced  
678 West 18th St.  
Merced, CA 95340

  X   County Clerk  
County of Merced  
2222 M Street  
Merced, CA 95340

**Project Title:** Site Plan Review #394 (Environmental Review #16-03)

**Project Applicant:** Hilltop Ranch

**Project Location (Specific):** 2777 N. Highway 59 **APN:** 059-450-069

**Project Location - City:** Merced **Project Location - County:** Merced

**Description of Nature, Purpose, and Beneficiaries of Project:**

**Name of Public Agency Approving Project:** City of Merced

**Name of Person or Agency Carrying Out Project:** Hilltop Ranch

**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));  
☒ Categorical Exemption. State Type and Section Number: 15301 (a)  
☐ 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 consists of minor interior and exterior alterations only, such as installing an accessory communication tower, which are considered to be exempt under the CEQA Guidelines per Section 15301 (a).

**Lead Agency:** City of Merced

**Contact Person:** Francisco Mendoza-Gonzalez

**Area Code/Telephone:** (209) 385-6858

**Signature:**  \_\_\_\_\_ **Date:** 2-24-2016 **Title:** 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

CITY OF MERCED  
 SITE PLAN REVIEW COMMITTEE  
 RESOLUTION #395

Mike Sater for Sater Oil International, LLC, on behalf of Mark Calvano, property owner	Demolish the existing building and construct a new retail center with a gas station/mini-market/car wash and a fast food restaurant
APPLICANT	PROJECT
683 Cliffside Drive	2020 East Childs Avenue
ADDRESS	PROJECT SITE
San Dimas, CA 91773-2957	061-240-040
CITY/STATE/ZIP	APN
909-293-7588	Thoroughfare Commercial (C-T)
PHONE	ZONING

In accordance with Chapter 20.68 of the Merced City Zoning Ordinance, the Site Plan Review Committee reviewed and administratively approved Site Plan Application #395 on March 3, 2016, submitted by Mike Sater for Sater Oil International, LLC, on behalf of Mark A. Calvano, Trustee, property owner. This request allows the demolition of the existing building and the construction of a retail center including a gas station, mini-market, car wash, and fast food restaurant at 2020 East Childs Avenue within a Thoroughfare Commercial (C-T) zone. Said property being described as a portion of Lot 8 as described in the Grant Deed to Mark Calvano, Trustee of the Calvano Family Trust dated January 22, 1996, recorded as Document Number 2007-056615 on October 19, 2007 with the Merced County Recorder; also known as Assessor's Parcel Number (APN) 061-240-040.

WHEREAS, the proposal is exempt from the California Environmental Quality Act (CEQA), and is in accordance with Section 15332 (Exhibit N); and,

WHEREAS, the Merced City Site Plan Review Committee makes the following Findings:

- A) The proposal complies with the General Plan designation of Thoroughfare Commercial (CT) and the Zoning designation of Thoroughfare Commercial (C-T).
- B) Conditional Use Permit (CUP) #1158 was approved by the Planning Commission on March 9, 2011. This CUP allowed the construction of a convenience store with gas pumps (including "off-site" alcohol sales as an accessory use), two restaurants (one with a drive-through window), and a car wash (or possibly a second restaurant with a drive-through). Refer to Planning Commission Resolution #2983 at Attachment J and the previously approved site plan at Attachment K.

- C) The proposed project includes the construction of a gas station, mini-market, car wash, and fast food restaurant totaling approximately 8,055 square feet (refer to the site plan at Attachment B).
- D) The mini-market is proposing to sell alcohol (beer and wine) for off-site consumption. Conditional Use Permit #1158 allows the sale of alcohol, but a Finding of Public Convenience or Necessity is required due to the census tract being over-concentrated with alcohol licenses. The City Council will take action on the Finding of Public Convenience or Necessity.
- E) An active Tentative Parcel Map (Lot Split #11-02) approved the subdivision of the existing 3.2 acre lot into three separate parcels (refer to the tentative parcel map at Attachment L and Resolution #928 at Attachment M). The parcel map has not yet been recorded.
- F) Per Condition #39 of Planning Commission Resolution #2983, Site Plan Review is required for the building elevations, signing, and landscaping, etc.
- G) The Lighting Plan at Attachment H complies with Condition #34 of Planning Commission Resolution #2983 for CUP #1158 limiting the foot-candles along Parsons Avenue to no more than 4 foot-candles.
- H) The gas station, mini-market requires a total of 13 parking spaces. The site provides 29 spaces as shown on the site plan at Attachment B. The car wash is an automatic car wash and does not require any additional employees to operate. Therefore, no additional parking spaces are required for the car wash.
- I) The fast-food restaurant requires 62 parking spaces and 77 spaces are provided (Attachment B).
- J) Condition #27 of Planning Commission #2983 for CUP #1158 requires a concrete median be construed along Childs Avenue. The median is required to begin at the intersection of Parsons and Childs Avenues and to stop at a point to be determined by the City Engineer, but at least preventing left-hand turns into the driveway closest to Parsons Avenue, but not further than 300 feet from the eastern property intersection on Childs Avenue. As proposed, the concrete median is approximately 172 feet long and prevents left hand turns into the eastern-most driveway (closest to Parsons Avenue). Condition #7 below requires the distance of the median to be determined by the City Engineer at the building permit stage.
- K) If the project site remains as one parcel, the maximum allowed sign area for the parcel is 500 square feet. If the parcel is divided into 3 lots as approved with Lot Split #11-02, each of the three parcels are allowed 500 square feet. As proposed, the signing for both tenants exceeds the allowable sign area whether the parcel remains a single parcel or is divided into three parcels.



- L) The red architectural wall systems on the north and east elevations of the Steak 'n Shake building are considered an architectural feature and shall not be counted towards the maximum allowable sign area for the site (Attachment G). The window graphics on the north, south, and west elevations may be counted as sign area, but may be redesigned to meet sign code requirements.
- M) The wall posters on the mini-market building will be counted toward the maximum allowable sign area (Attachment D).
- N) The proposed pylon sign (Sheet 9 of Attachment I) was conceptually approved with Conditional Use Permit #1158. The proposed sign complies with the conditions outlined in Planning Commission Resolution #2983.
- O) Conditional Use Permit #1158 was approved for this project on March 9, 2011. As such, this project is exempt from the Post Construction Standards for the City's MS IV Permit.

NOW, THEREFORE, BE IT RESOLVED that the Merced City Site Plan Review Committee does approve Site Plan Application #395 subject to the following conditions:

- 1) The site shall be constructed as shown on Exhibit B (site plan), Exhibit C (landscape plan), Exhibits D, E, F, and G (elevations), and Exhibit H (lighting plan) except as modified by the conditions of approval within this resolution.
- 2) All conditions contained in Site Plan Review #79-1 – Amended (“Standard Conditions for Site Plan Review Application”) shall apply.
- 3) The Project shall comply with the conditions set forth in Resolution #2983 for Conditional Use Permit #1158, except as modified by the conditions of approval within this resolution (refer to Attachment J).
- 4) All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply, including, but not limited to, the California Building Code and Fire Codes.
- 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, 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 developer/applicant 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.
- 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 median in Childs Avenue shall allow for a minimum of 200 feet of vehicular stacking room. The median shall be extended to a distance to prevent left turns into or out of the driveways on Childs Avenue serving the gas station/mini-market site. The two eastern driveways on Childs may be combined into one driveway with a wider width at the discretion of the City Engineer. The revised site plan showing driveway modifications and the median extension provided at Exhibit O is conceptually approved as it relates to the driveway locations and size, the median length, and the cross access and parking on the adjacent site to the west. Details to be worked out with the City Engineer at the building permit stage.
  - 8) The owner shall dedicate a 7-foot-wide Public Utilities Easement (PUE) along Childs and Parsons Avenue as needed (Condition #11 of Resolution #928 for Lot Split #11-02).
  - 9) The property owner shall enter into a "Subdivision Drainage Agreement" with the Merced Irrigation District Improvement District No. 1 (MIDDID No. 1) and pay all applicable fees as required by MID (Condition #13 of Resolution #928 for Lot Split #11-02).
  - 10) The property owner shall contact MID and enter into all necessary agreements for all crossings over or under and MID facilities, including utilities, bridges, driveways, and pipelines and for all work associated with MID facilities. The developer shall construct all necessary improvements or upgrades needed to accommodate the traffic generated by the project over the existing MID facilities as required by MID (Condition #14 of Resolution #928 for Lot Split #11-02).
  - 11) Notwithstanding all other conditions, all construction and improvements shall be in strict accordance with Zoning, Building, and all other codes, ordinances, standards, and policies of the City of Merced.
  - 12) All plans and supporting documents submitted for Building Permit review shall comply with the 2013 California Code set or most recently adopted codes.
  - 13) Appropriate turning radii shall be provided within the parking areas to allow for Fire Department and refuse truck access.



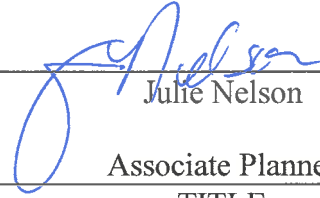
- 14) Parking lot and building lighting shall be shielded or oriented in a way that does not allow “spill-over” onto adjacent lots in compliance with the California Energy Code requirements. Any lighting on the building shall be oriented to shine downward and not spill-over onto adjacent properties.
- 15) Parking lot trees shall be installed per the City’s Parking Lot Landscape Standards. Trees 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). Trees shall be installed at a ratio of at least one tree for each six parking spaces.
- 16) A Finding of Public Convenience or Necessity shall be obtained from the City Council prior to alcohol being sold on the site.
- 17) Per Condition #14 of Planning Commission Resolution #2983 for CUP #1158, no beer or wine coolers shall be sold in “singles.”
- 18) Irrigation for all on-site landscaping shall be provided by a drip system or micro-spray system in accordance with the State’s Emergency Regulation for Statewide Urban Water Conservation or any other state or city mandated water regulations dealing with the current drought conditions.
- 19) The on-site landscape design shall include the use of xeriscape landscaping and avoid the use of turf as much as possible.
- 20) Signs prohibiting open containers in compliance with Merced Municipal Code Section 9.12.030 (B) and prohibiting loitering on the premises in compliance with California Penal Code Section 647 shall be prominently displayed on the building walls.
- 21) The proposed signs are not approved. As proposed, the sign area exceeds the allowable area for each business. The applicant shall work with staff to reduce the sign area to an amount within the allowable amount (determined by the number of parcels at time of development). The window graphics proposed for Steak ‘n Shake are not approved. Individual wall panels (approximately 3’ x 3’) with similar graphics not advertising a specific product or business may be allowed as an architectural feature as determined by the Planning Manager.
- 22) Parking lot, building, and sign lighting shall be shielded or oriented in a way that does not allow “spill-over” onto adjacent lots 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 properties.
- 23) A sand/oil separator shall be installed for the car wash.
- 24) A Fats, Oil, and Grease (FOG) permit shall be obtained from the City’s Water Quality Control Division for the restaurant prior to opening for business. If hot food is sold by the mini-market, a FOG Permit shall also be obtained prior to opening for business.

- 25) A grease interceptor shall be installed for the restaurant. If food is prepared and sold at the mini-market, a grease interceptor shall also be installed for the mini-market.
- 26) Bicycle racks shall be provided at a minimum ratio equal to 5% of the vehicular parking spaces. The City recommends the use of an inverted “U” shaped bicycle rack.
- 27) The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.
- 28) As required by Merced Municipal Code Section 17.04.050 and 17.04.060, full public improvements shall be installed/repared if the permit value of the project exceeds \$85,000.00. 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.
- 29) All mechanical equipment shall be screened from public view.
- 30) The premises shall remain clean and free of debris and graffiti at all times.
- 31) A backflow prevention device shall be provided for all water services (i.e., domestic, irrigation, and fire).
- 32) The project shall comply with all City Standards for storm drainage. The developer shall work with the City Engineer to determine the requirements for storm drainage on the site. The developer shall provide all necessary documentation for the City Engineer to evaluate the storm drain system. All storm drain systems shall be installed to meet City Standards and state regulations.
- 33) The proposed pylon sign does not include any wireless communication equipment as proposed with CUP #1158. Any future addition of such equipment would require Site Plan Review (refer to Condition #41 of Planning Commission Resolution #2983).
- 34) All landscaping shall be kept healthy and maintained, and any damaged or missing landscaping shall be replaced immediately.
- 35) The applicant shall work with the City’s Refuse Department to determine the best location for the refuse enclosure for each business and to determine if recycling containers would be required. All refuse containers shall be located within a refuse enclosure constructed per City Standards. The enclosure shall match the building elevations as required by Condition #32 of Planning Commission Resolution #2983.

If there are any questions concerning these conditions and recommendations, please contact Julie Nelson at (209) 385-6858.

3-3-16

DATE



Julie Nelson

Associate Planner

TITLE

Exhibits

- A) Location Map
- B) Site Plan
- C) Landscape Plan
- D) Mini-Market Elevations
- E) Gas Station Canopy Elevations
- F) Car Wash Elevations
- G) Steak 'n Shake Elevations
- H) Lighting Plan
- I) Proposed Signing
- J) Planning Commission Resolution #2983
- K) Approved Site Plan for CUP #1158
- L) Tentative Parcel Map
- M) Resolution #928 for Lot Split #11-02
- N) Categorical Exemption





CAROL

MOTEL 6

VALERO

PARSONS

GODLEN VALLEY  
HIGH SCHOOL

99

CHILDS

FORMER CHP  
BUILDING

SUBJECT SITE

COLD SPRINGS

RAMADA  
INN

MULTI-FAMILY  
RESIDENTIAL

99

WESTFALL

HOLIDAY INN  
EXPRESS

SOUTH FORK

HAMPTON  
INN

FUTURE TOWNE  
HOME SUITES

99

DINKEY CREEK



# PROJECT DATA

**DEVELOPER:**  
SATER OIL INTERNATIONAL, LLC  
683 CLIFFSIDE DRIVE  
SAN DIMAS, CA 91773-2957  
CONTACT: STEVEN KATNER  
(909) 293-7588 EXT. 202 : OFFICE  
EKATNER@SATEROIL.COM

**ARCHITECT / CIVIL ENGINEER:**  
BARGHAUSEN CONSULTING ENGINEERS  
18215 72ND AVENUE SOUTH  
KENT, WA 98032  
CONTACT: STEVEN KATNER  
SKATNER@BARGHAUSEN.COM

## SITE DATA

APN: 01-00-00-000-000-0000  
ZONING: CT - COMMERCIAL, THOROUGHFARE  
USE: MIXED USE

	PARCEL A	PARCEL B	PARCEL C
SITE AREA	445,819 SF (1.02 AC)	428,216 SF (1.00 AC)	487,748 SF (1.16 AC)
BUILDING AREA	4,332 SF	4,332 SF	3,750 SF
MAX. BUILDING HT.	9.5% COVERAGE	9.5% COVERAGE	5.5% COVERAGE
LANDSCAPE AREA	7,298 SF	7,298 SF	13,787 SF
REQUIRED SETBACKS:	16.1% COVERAGE	16.1% COVERAGE	20.1% COVERAGE
FRONT (STREET):	20'-0"	20'-0"	20'-0"
INTERIOR:	6'-0"	6'-0"	6'-0"
PARSONS ST:	8'-0"	8'-0"	8'-0"

## PARKING DATA

**PARCEL A:**  
COMMERCE STORE  
(CARMASH AND FUELING CANOPY EXEMPT)  
REQUIRED PARKING:  
1 SPACE PER 250 SF  
3,180 SF / 250 = 13 SPACES

**PROVIDED PARKING:**  
16 STANDARD  
6 COMPACT  
2 ACCESSIBLE  
2 CLEAN AIR VEHICLE  
23 TOTAL

**PARCEL B:**  
TED

**PARCEL C:**  
WITH DRIVE THRU  
REQUIRED PARKING:  
1 SPACE PER 2.5 SEATS  
154 SEATS / 2.5 = 62 SPACES  
(SEAT COUNT INCLUDES OUTSIDE SEATING)

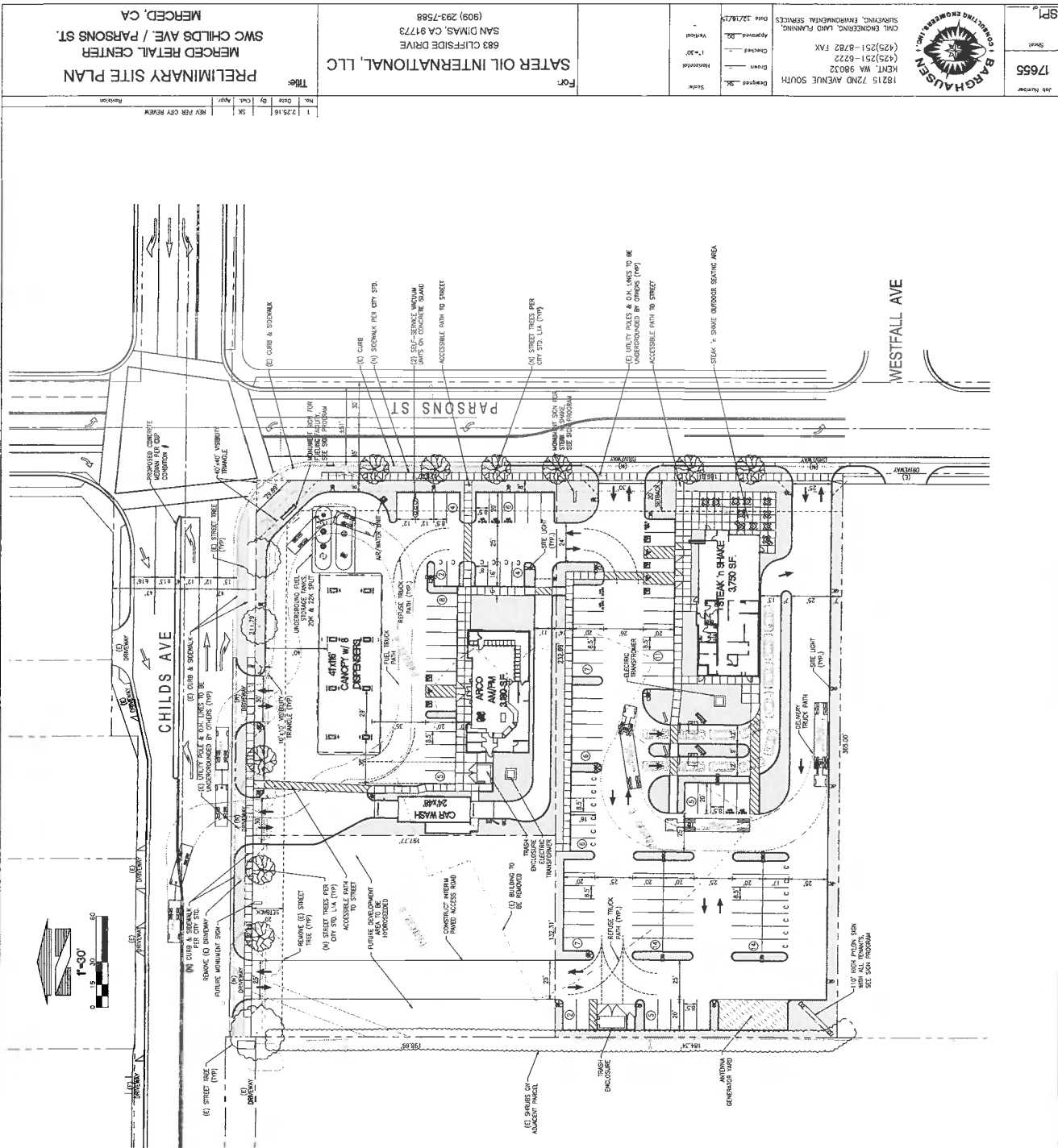
**PROVIDED PARKING:**  
56 STANDARD  
13 ACCESSIBLE  
3 COMPACT  
5 CLEAN AIR VEHICLE  
77 TOTAL

## DRAWING INDEX

- SP1 SITE PLAN
- PH1 PHOTOGRAPHIC SITE PLAN
- A1 AM/PN EXTERIOR ELEVATIONS
- A2 AM/PN EXTERIOR ELEVATIONS
- A3 FUELING CANOPY ELEVATIONS
- A4 CARMASH EXTERIOR ELEVATIONS
- A5 STEAK 'N' SHAKE EXTERIOR ELEVATIONS
- A6 STEAK 'N' SHAKE EXTERIOR ELEVATIONS

## PROJECT SIGNAGE

REFER TO THE MASTER SIGN PROGRAM SHEETS  
1 TO 12 FOR DETAILS







Job Number  
17655  
Sheet  
AI

18215 72ND AVENUE SOUTH  
KENT, WA 98032  
(425) 251-8782 FAX  
CME ENGINEERING, LAND PLANNING,  
SURVEYING, CIVIL/METHEANICAL SERVICES  
Date 12/16/15

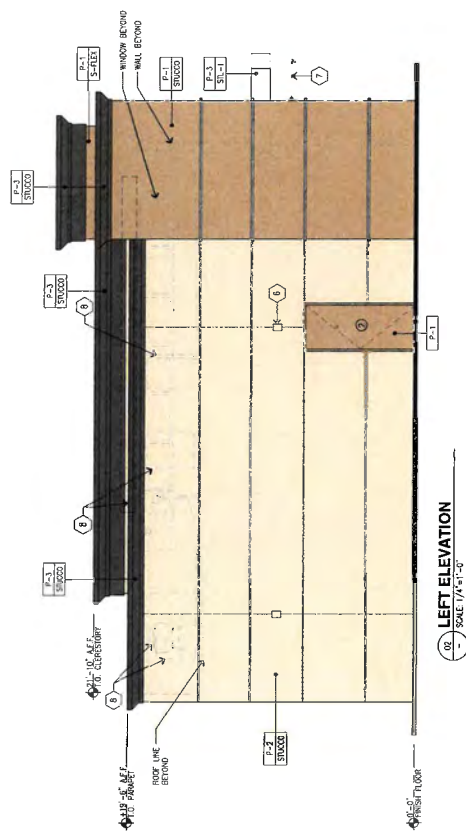
Scale:  
Horizontal  
AS NOTED  
Vertical  
1" = 10'-0"

SATER OIL INTERNATIONAL, LLC  
683 CLIFFSIDE DRIVE  
SAN DIMAS, CA 91773  
(909) 293-7588

AM/PM EXTERIOR ELEVATIONS  
MERCED RETAIL CENTER  
SWC CHILDS AVE / PARSONS ST.  
MERCED, CA



FRONT ELEVATION  
SCALE 1/4" = 1'-0"



LEFT ELEVATION  
SCALE 1/4" = 1'-0"

GENERAL NOTES  
A. RECALL LOCATIONS IN THESE ELEVATIONS SHOWN ARE TO MATCH AS CLOSELY AS POSSIBLE TO ELEVATIONS.

KEYED NOTES  
1. MATERIALS AND FINISHES SHOWN ARE TO MATCH AS CLOSELY AS POSSIBLE TO ELEVATIONS.

COLOR LEGEND  
P-1 DUNE EDWARDS, 201130, "WOODEN ACET"

P-2 DUNE EDWARDS, 201130, "SAND DUNE"

P-3 DUNE EDWARDS, 201130, "HONEYCOMB BROWN", HIGH GLOSS

P-4 DUNE EDWARDS, 201130, "HONEYCOMB BROWN", HIGH GLOSS

P-5 DUNE EDWARDS, 201130, "HONEYCOMB BROWN", HIGH GLOSS

P-6 DUNE EDWARDS, 201130, "HONEYCOMB BROWN", HIGH GLOSS

P-7 DUNE EDWARDS, 201130, "HONEYCOMB BROWN", HIGH GLOSS

P-8 DUNE EDWARDS, 201130, "HONEYCOMB BROWN", HIGH GLOSS

P-9 DUNE EDWARDS, 201130, "HONEYCOMB BROWN", HIGH GLOSS

P-10 DUNE EDWARDS, 201130, "HONEYCOMB BROWN", HIGH GLOSS

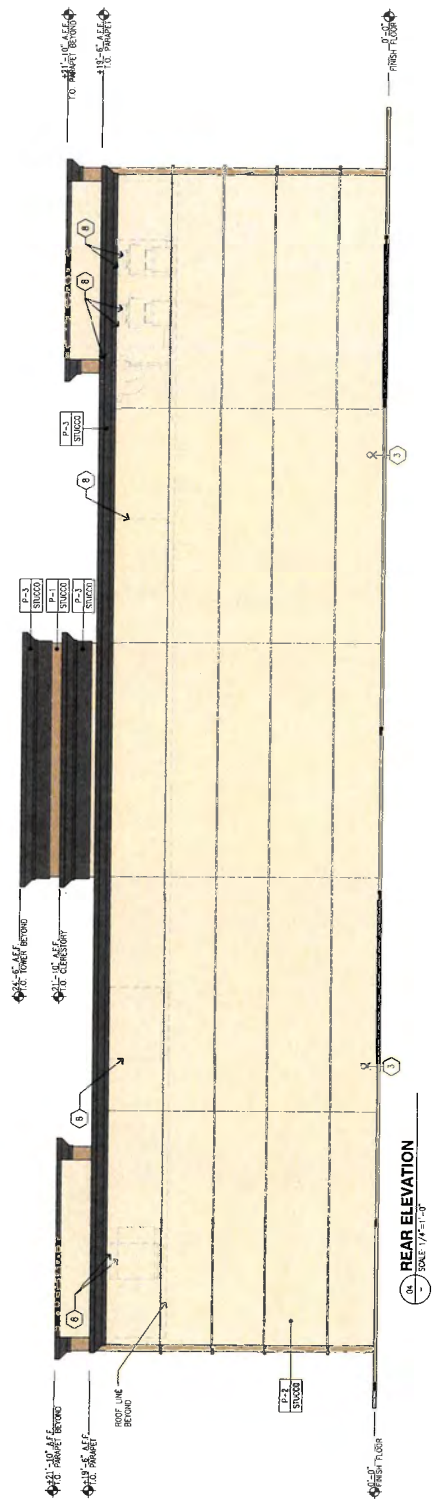
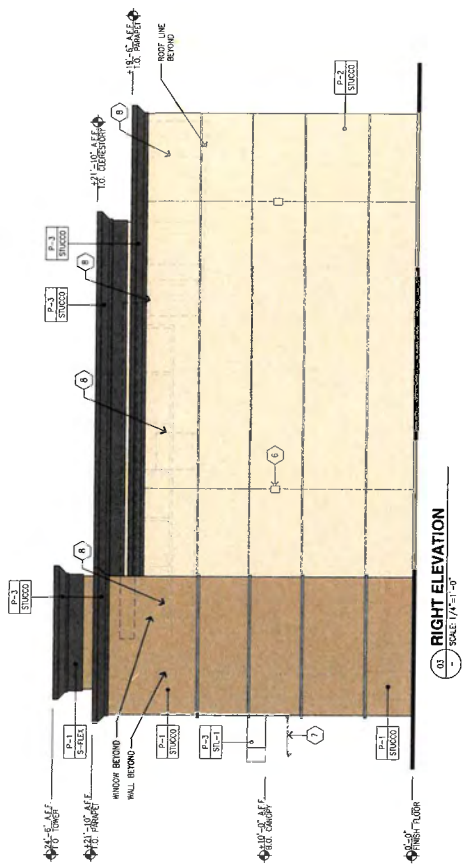
P-11 DUNE EDWARDS, 201130, "HONEYCOMB BROWN", HIGH GLOSS

P-12 DUNE EDWARDS, 201130, "HONEYCOMB BROWN", HIGH GLOSS

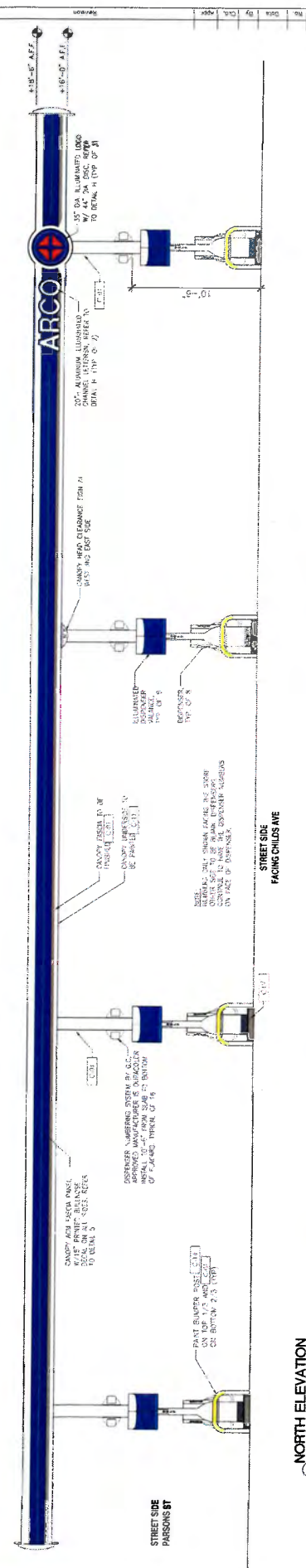
P-13 DUNE EDWARDS, 201130, "HONEYCOMB BROWN", HIGH GLOSS

P-14 DUNE EDWARDS, 201130, "HONEYCOMB BROWN", HIGH GLOSS

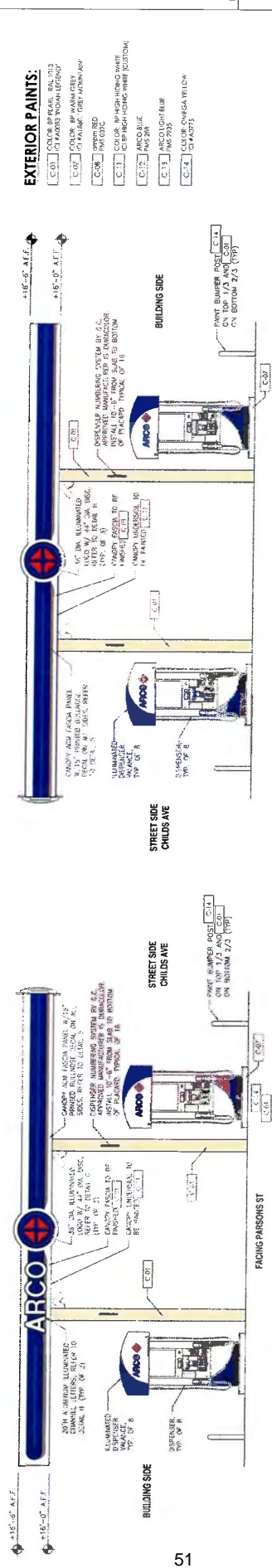
- GENERAL NOTES**
- 1. REVEAL LOCATIONS IN FINISH SYSTEM SHOWN ARE TO ALIGN AS CLOSELY AS POSSIBLE TO UNDERLAYER.
- KEYED NOTES**
- 1. ALUMINUM ENTRANCE AND STOREFRONT SYSTEM, HEIGHT TO SHUT AS 1 & SPECIFICATION
  - 2. STEEL AWING ROD AND OLDS
  - 3. OVERFLOW DRAIN
  - 4. WALL POSTER
  - 5. INTERNALLY ILLUMINATED SURFACE MOUNTED WALL SIGN
  - 6. WALL MOUNTED LED STRIPS
  - 7. WALL MOUNTED SIGN LIGHTING
  - 8. ROOFTOP EQUIPMENT BEYOND
- COLOR LEGEND**
- P-1 DUNE EDWARDS, 00113, "WOODEN ABE"
  - P-2 DUNE EDWARDS 00112, "SAND DUNE"
  - P-3 DUNE EDWARDS 00136, "REDDED BROWN", HOT GLASS
- MATERIAL LEGEND**
- ST-1 ST-1 CORNER PLASTER, INSTALLED PER MFG SPECIFICATIONS, FINISH PER MFG SPECIFICATIONS
  - ST-2 ST-2 CORNER PLASTER, INSTALLED PER MFG SPECIFICATIONS, FINISH PER MFG SPECIFICATIONS
  - ST-3 ST-3 CORNER PLASTER, INSTALLED PER MFG SPECIFICATIONS, FINISH PER MFG SPECIFICATIONS
  - ALUM ALUM CLEAR ANODIZED ALUMINUM
  - ST-4 ST-4 CORNER PLASTER, INSTALLED PER MFG SPECIFICATIONS, FINISH PER MFG SPECIFICATIONS



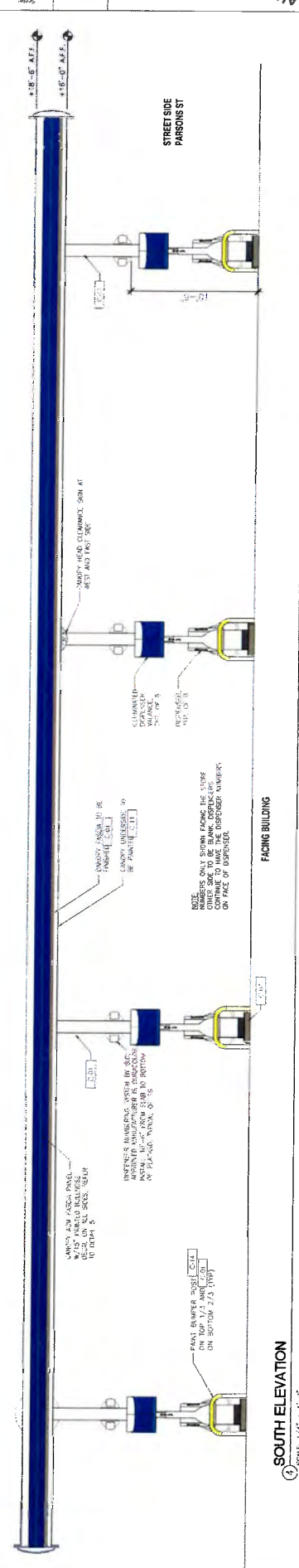




1 NORTH ELEVATION



② EAST ELEVATION  
SCALE: 1/4" = 1'-0"

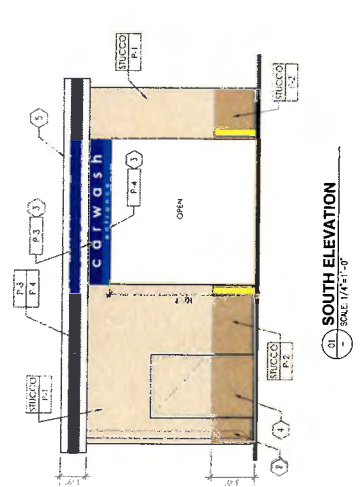
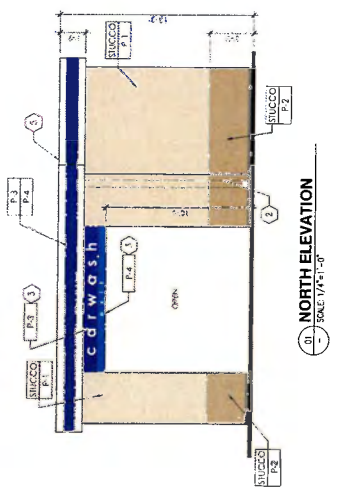
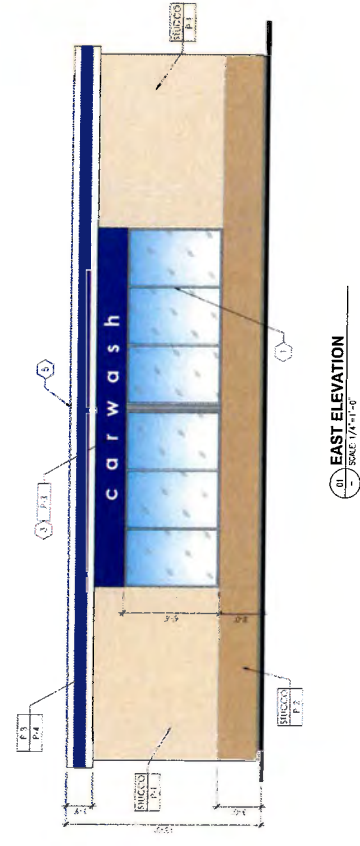
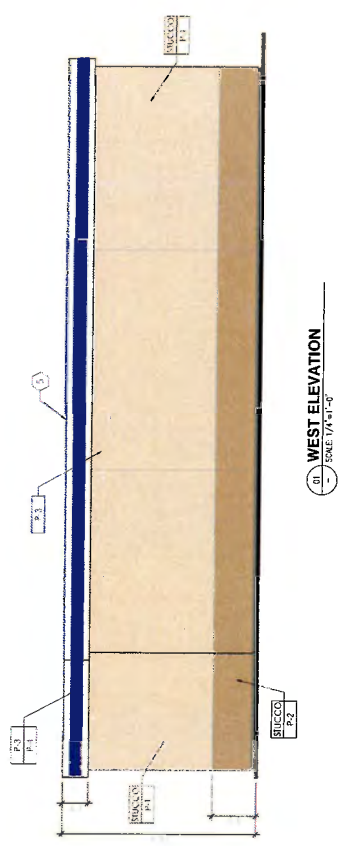


4 SOUTH ELEVATION

- KEYED NOTES**
- 1 ALUMINUM STOREFRONT SYSTEM
  - 2 OVERFLOW DRAIN, PAINT TO MATCH WALL
  - 3 WHITE SIGNAGE DECAL ON ACRYL PANEL
  - 4 HOLLOW METAL DOOR, PAINT TO MATCH WALL
  - 5 WHITE AND BROWN PANEL WITH GRAPHIC DECALS

- COLOR LEGEND**
- P-1 DAWN EDWARDS, 150135, "WOODS ACRE"
  - P-2 DAWN EDWARDS DES 08, "SAND DUNE"
  - P-3 MCGO BLUE, PNC 206
  - P-4 ART:1 CRT BLUE, HUG 2035

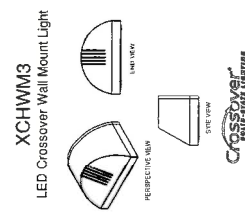
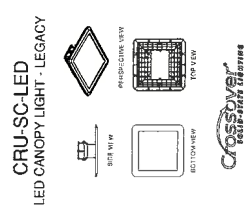
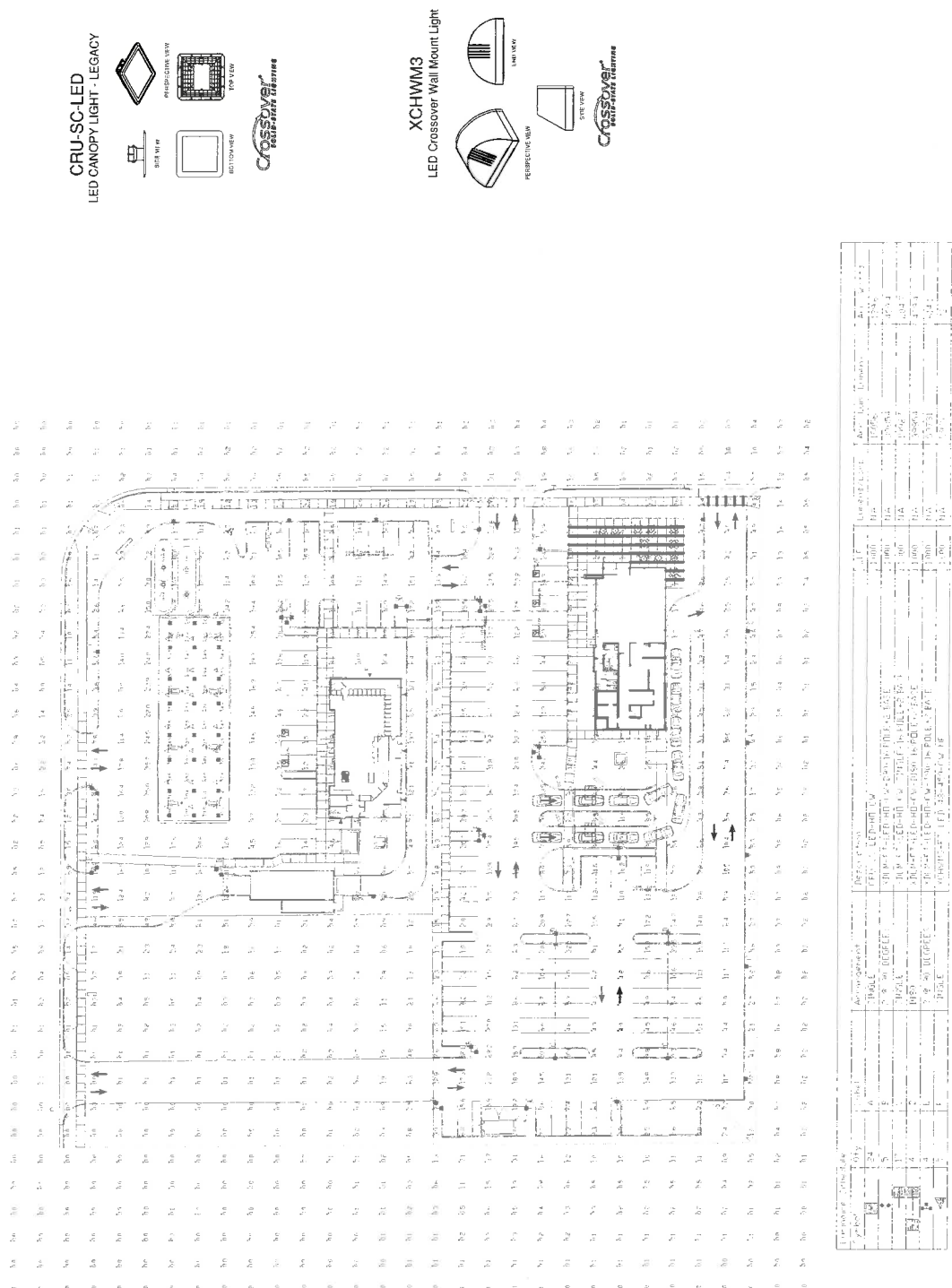
- MATERIAL LEGEND**
- STUCCO







[illegible]

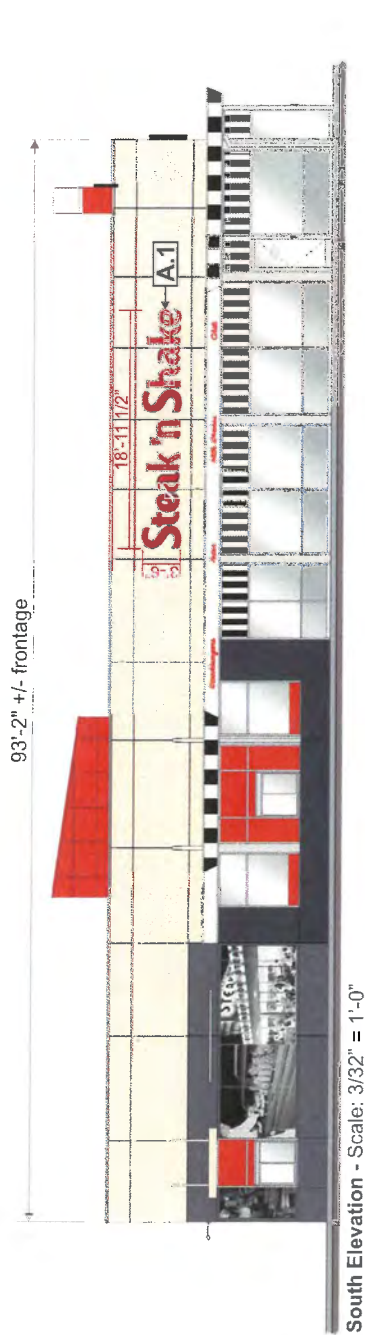


PH1

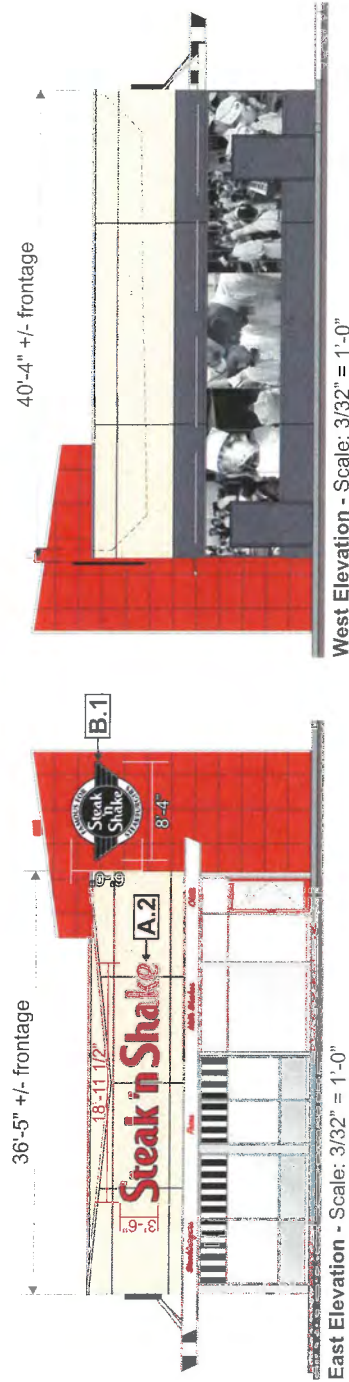
Barcode and project information.

Room No.	Room Name	Area (sq. ft.)	Volume (cu. ft.)	Height (ft.)	Notes
101	RECEPTION	100	1000	10	
102	OFFICE	200	2000	10	
103	CONFERENCE	300	3000	10	
104	RESTROOM	50	500	10	
105	STORAGE	150	1500	10	
106	HALLWAY	100	1000	10	
107	LOBBY	500	5000	10	
108	PARKING	1000	10000	10	
109	MECHANICAL	200	2000	10	
110	ENTRY	100	1000	10	
111	EXIT	100	1000	10	
112	STAIRWELL	100	1000	10	
113	LOUNGE	200	2000	10	
114	OFFICE	200	2000	10	
115	CONFERENCE	300	3000	10	
116	RESTROOM	50	500	10	
117	STORAGE	150	1500	10	
118	HALLWAY	100	1000	10	
119	LOBBY	500	5000	10	
120	PARKING	1000	10000	10	
121	MECHANICAL	200	2000	10	
122	ENTRY	100	1000	10	
123	EXIT	100	1000	10	
124	STAIRWELL	100	1000	10	
125	LOUNGE	200	2000	10	
126	OFFICE	200	2000	10	
127	CONFERENCE	300	3000	10	
128	RESTROOM	50	500	10	
129	STORAGE	150	1500	10	
130	HALLWAY	100	1000	10	
131	LOBBY	500	5000	10	
132	PARKING	1000	10000	10	
133	MECHANICAL	200	2000	10	
134	ENTRY	100	1000	10	
135	EXIT	100	1000	10	
136	STAIRWELL	100	1000	10	
137	LOUNGE	200	2000	10	
138	OFFICE	200	2000	10	
139	CONFERENCE	300	3000	10	
140	RESTROOM	50	500	10	
141	STORAGE	150	1500	10	
142	HALLWAY	100	1000	10	
143	LOBBY	500	5000	10	
144	PARKING	1000	10000	10	
145	MECHANICAL	200	2000	10	
146	ENTRY	100	1000	10	
147	EXIT	100	1000	10	
148	STAIRWELL	100	1000	10	
149	LOUNGE	200	2000	10	
150	OFFICE	200	2000	10	
151	CONFERENCE	300	3000	10	
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162	OFFICE	200	2000	10	
163	CONFERENCE	300	3000	10	
164	RESTROOM	50	500	10	
165	STORAGE	150	1500	10	
166	HALLWAY	100	1000	10	
167	LOBBY	500	5000	10	
168	PARKING	1000	10000	10	
169	MECHANICAL	200	2000	10	
170	ENTRY	100	1000	10	
171	EXIT	100	1000	10	
172	STAIRWELL	100	1000	10	
173	LOUNGE	200	2000	10	
174	OFFICE	200	2000	10	
175	CONFERENCE	300	3000	10	
176	RESTROOM	50	500	10	
177	STORAGE	150	1500	10	
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179	LOBBY	500	5000	10	
180	PARKING	1000	10000	10	
181	MECHANICAL	200	2000	10	
182	ENTRY	100	1000	10	
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185	LOUNGE	200	2000	10	
186	OFFICE	200	2000	10	
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215	LOBBY	500	5000	10	
216	PARKING	1000	10000	10	
217	MECHANICAL	200	2000	10	
218	ENTRY	100	1000	10	
219	EXIT	100	1000	10	
220	STAIRWELL	100	1000	10	
221	LOUNGE	200	2000	10	
222	OFFICE	200	2000	10	
223	CONFERENCE	300	3000	10	
224	RESTROOM	50	500	10	
225	STORAGE	150	1500	10	
226	HALLWAY	100	1000	10	
227	LOBBY	500	5000	10	
228	PARKING	1000	10000	10	
229	MECHANICAL	200	2000	10	
230	ENTRY	100	1000	10	
231	EXIT	100	1000	10	
232	STAIRWELL	100	1000	10	
233	LOUNGE	200	2000	10	
234	OFFICE	200	2000	10	
235	CONFERENCE	300	3000	10	
236	RESTROOM	50	500	10	
237	STORAGE	150	1500	10	
238	HALLWAY	100	1000	10	
239	LOBBY	500	5000	10	
240	PARKING	1000	10000	10	
241	MECHANICAL	200	2000	10	
242	ENTRY	100	1000	10	
243	EXIT	100	1000	10	
244	STAIRWELL	100	1000	10	
245	LOUNGE	200	2000	10	
246	OFFICE	200	2000	10	
247	CONFERENCE	300	3000	10	
248	RESTROOM	50	500	10	
249	STORAGE	150	1500	10	
250	HALLWAY	100	1000	10	
251	LOBBY	500	5000	10	
252	PARKING	1000	10000	10	
253	MECHANICAL	200	2000	10	
254	ENTRY	100	1000	10	
255	EXIT	100	1000	10	
256	STAIRWELL	100	1000	10	
257	LOUNGE	200	2000	10	
258	OFFICE	200	2000	10	
259	CONFERENCE	300	3000	10	
260	RESTROOM	50	500	10	
261	STORAGE	150	1500	10	
262	HALLWAY	100	1000	10	
263	LOBBY	500	5000	10	
264	PARKING	1000	10000	10	
265	MECHANICAL	200	2000	10	
266	ENTRY	100	1000	10	
267	EXIT	100	1000	10	
268	STAIRWELL	100	1000	10	
269	LOUNGE	200	2000	10	
270	OFFICE	200	2000	10	
271	CONFERENCE	300	3000	10	
272	RESTROOM	50	500	10	
273	STORAGE	150	1500	10	
274	HALLWAY	100	1000	10	
275	LOBBY	500	5000	10	
276	PARKING	1000	10000	10	
277	MECHANICAL	200	2000	10	
278	ENTRY	100	1000	10	
279	EXIT	100	1000	10	
280	STAIRWELL	100	1000	10	
281	LOUNGE	200	2000	10	
282	OFFICE	200	2000	10	
283	CONFERENCE	300	3000	10	
284	RESTROOM	50	500	10	
285	STORAGE	150	1500	10	
286	HALLWAY	100	1000	10	
287	LOBBY	500	5000	10	
288	PARKING	1000	10000	10	
289	MECHANICAL	200	2000	10	
290	ENTRY	100	1000	10	
291	EXIT	100	1000	10	
292	STAIRWELL	100	1000	10	
293	LOUNGE	200	2000	10	
294	OFFICE	200	2000	10	
295	CONFERENCE	300	3000	10	
296	RESTROOM	50	500	10	
297	STORAGE	150	1500	10	
298	HALLWAY	100	1000	10	
299	LOBBY	500	5000	10	
300	PARKING	1000	10000	10	

Room No.	Room Name	Area (sq. ft.)	Volume (cu. ft.)	Height (ft.)	Notes
101	RECEPTION	100	1000	10	
102	OFFICE	200	2000	10	
103	CONFERENCE	300	3000	10	
104	RESTROOM	50	500	10	
105	STORAGE	150	1500	10	
106	HALLWAY	100	1000	10	
107	LOBBY	500	5000	10	
108	PARKING	1000	10000	10	
109	MECHANICAL	200	2000	10	
110	ENTRY	100	1000	10	
111	EXIT	100	1000	10	
112	STAIRWELL	100	1000	10	
113	LOUNGE	200	2000	10	
114	OFFICE	200	2000	10	
115	CONFERENCE	300	3000	10	
116	RESTROOM	50	500	10	
117	STORAGE	150	1500	10	
118	HALLWAY	100	1000	10	
119	LOBBY	500	5000	10	
120	PARKING	1000	10000	10	
121	MECHANICAL	200	2000	10	
122	ENTRY	100	1000	10	
123	EXIT	100	1000	10	
124	STAIRWELL	100	1000	10	
125	LOUNGE	200	2000	10	
126	OFFICE	200	2000	10	
127	CONFERENCE	300	3000	10	
128	RESTROOM	50	500	10	
129	STORAGE	150	1500	10	
130	HALLWAY	100	1000	10	
131	LOBBY	500	5000	10	
132	PARKING	1000	10000	10	
133	MECHANICAL	200	2000	10	
134	ENTRY	100	1000	10	
135	EXIT	100	1000	10	
136	STAIRWELL	100	1000	10	
137	LOUNGE	200	2000	10	
138	OFFICE	200	2000	10	
139	CONFERENCE	300	3000	10	
140	RESTROOM	50	500	10	
141	STORAGE	150	1500	10	

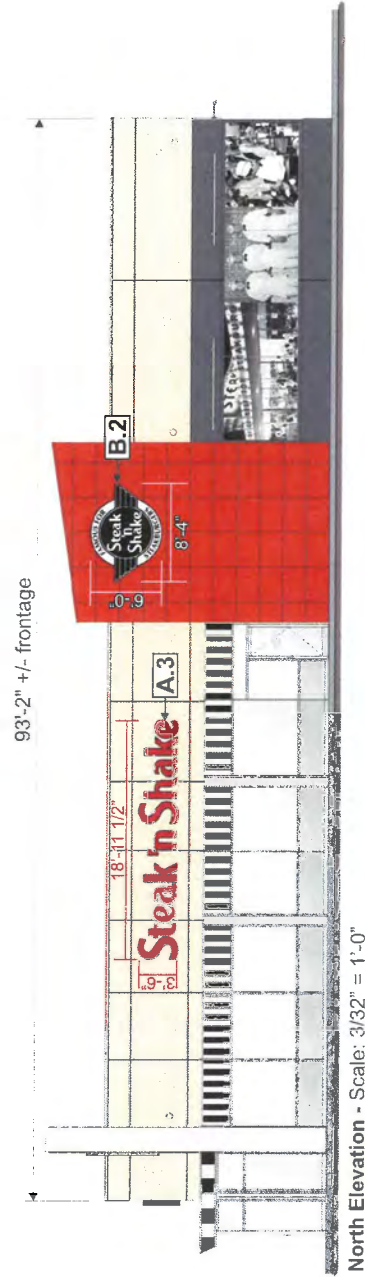


South Elevation - Scale: 3/32" = 1'-0"



East Elevation - Scale: 3/32" = 1'-0"

West Elevation - Scale: 3/32" = 1'-0"



North Elevation - Scale: 3/32" = 1'-0"



2670 W. SHAW LANE/SUITE 102  
FRESNO, CA 93711  
T 559 225 2183  
www.adapt.com

PROJECT:  
CLIENT: National Center Rural Food and Soc. Center  
LOCATION: SMC Chico Ave. & Peters St  
DATE: 12/12/15  
SALES: Bob Kneip  
DESIGNER: James Hanks

REVISION	DATE	DESCRIPTION
1	12-15-15	Revised set to include permits
2	2-8-16	Revised sign sign

APPROVALS
S.A.L.E.S.
C.U.S.T.O.M.E.R.
L.A.N.D.L.O.R.D.

CONCEPTUAL DRAWINGS ONLY:  
These drawings are for conceptual purposes only and are not to be used for construction. Always follow written specifications. Colors shown are a guide to printing and are not to be used for construction. This design has been created for you in connection with a project being prepared for you by ADAPT. It may not be shown to anyone outside your project. For more information, please contact ADAPT at 559-225-2183.

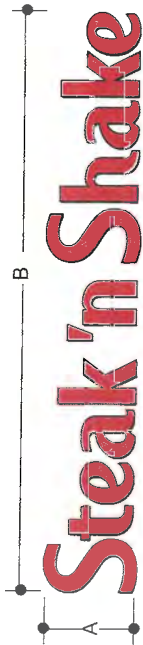
1 of 12

JOB #18770



# Sign A

quantity = 3

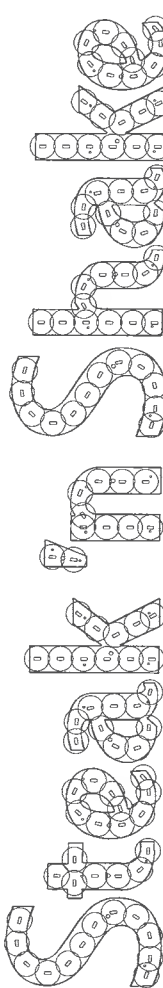


LED ILLUMINATED CHANNEL LETTER SET  
RED POLYCARBONATE FACES WITH 1" BLACK JEWELITE  
TRIMCAP & BLACK RETURNS.

Description	A	B	Actual	Boxed	Max
36" Channel letter (preferred size)	36"	18"-11 1/2"	21.3	56.8 sq. ft.	.65

\* Pending Program Approval and Municipal Requirements - Steak 'n Shake approval required.

57



GE RED LED LAYOUT for  
36" LETTER SET  
(Typical)

LED MODULE	GE RED LED - TYPICAL											
LETTERS	S	T	E	A	K	.	N	S	H	A	K	E
LED PER FT.	6	3.5	5	5	5.5	1	4.5	6	6	5	5.5	5
58 FEET TOTAL												
POWER SUPPLIES	(1) TYPICAL60-12D 120-277V (0.65 AMPS) 70 LED MODULES MAX											
0.65 TOTAL AMPS												



2670 W. SHAWLANE SUITE 102  
PRESNO, CA 93711  
T 559.225.2183  
T 559.225.2188  
www.adart.com

CA STATE CONTRACTORS LICENSE #826051

PROJECT: CUSTOMER: Merano Center Retail Food and Gas Complex  
LOCATION: 5100 Chiles Ave & Persone St  
DATE: 12/16/15  
SUBMITTER: ADART  
DESIGNER: James F. Smith

REVISION	DATE	DESCRIPTION
1	12-16-15	Revised sign at location
2	2-8-16	Revised sign

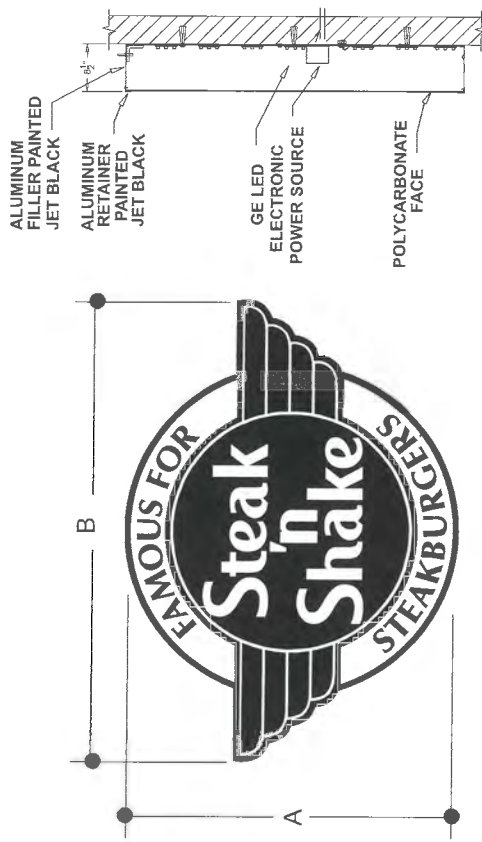
SALES: \_\_\_\_\_  
CUSTOMER: \_\_\_\_\_  
LANDSCAPE: \_\_\_\_\_

CONCEPTUAL DRAWINGS ONLY:  
These drawings are for conceptual purposes only and are not to be used for construction. Always check with the architect or engineer for exact field conditions. Color shown on drawings is for planning and reference only. The Manufacturer has been advised for your connection with a request for pricing. The Manufacturer has been advised for your connection with a request for pricing. The Manufacturer has been advised for your connection with a request for pricing.

SHEET  
2 of 12  
JOB #18770

# Sign B

quantity = 2



note: # of lamps shown varies depending on size

FLAT POLYCARBONATE FACES DECORATED WITH  
3M WHITE AND 3M BLACK VINYL.  
BLACK RETAINER AND RETURNS.  
PAINT ALL INTERIOR SURFACES OF CABINET WITH  
LIGHT ENHANCEMENT PAINT.

Electrical service to sign by others -  
120V 20 amp circuit with disconnect.

Description	A	B	Actual	Boxed	Max
6' Wall Logo	72"	8'-4"	31	50	2.5

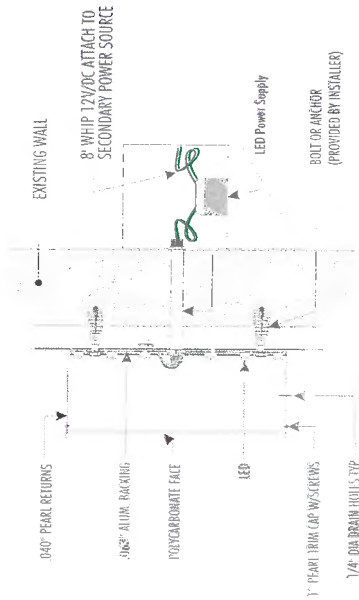
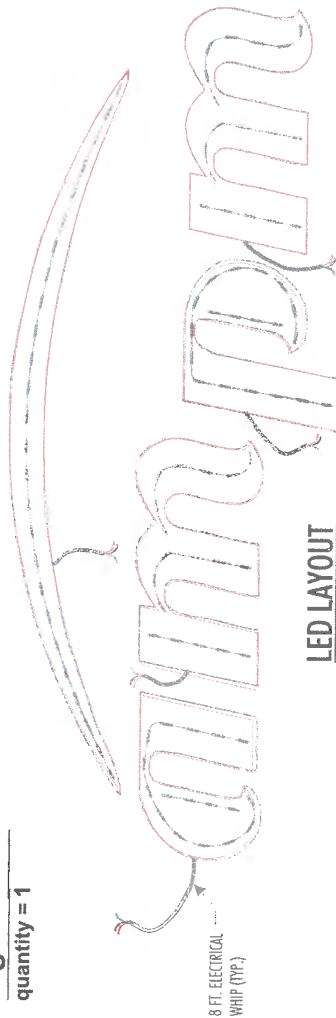
\* Pending Program Approval and Municipal Requirements.





# Sign C

quantity = 1



MATERIAL BREAKDOWN		
WHITE (71K)	Modules	P/S
A	17.0	
M	18.0	
CURVE	26.0	1
P	19.0	
M	18.0	



## TYPICAL SECTION DETAIL

SCALE: 3/8" = 1"



2670 W. SHAW LANE, SUITE 102  
FRESNO, CA 93711  
T 559.225.2183  
T 559.225.2188  
www.adart.com

CA STATE CONTRACTORS LICENSE #826051

**PROJECT:** Mixed Center Retail Food and Gas Complex  
**CUSTOMER:** SMC Chits Ave. & Pirbright St.  
**LOCATION:** SMC Chits Ave. & Pirbright St.  
**SALES:** Dan Frank  
**DESIGNER:** Dan Frank

REVISION	DATE	DESCRIPTION
1	12-16-13	Revised sign to include lettering
2	2-8-18	Revised sign to include lettering

APPROVALS	SALES	CUSTOMER	LANDLORD

**CONCEPTUAL DRAWINGS ONLY:**  
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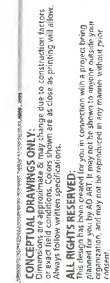
quantity = 1

## LETTER PATTERN

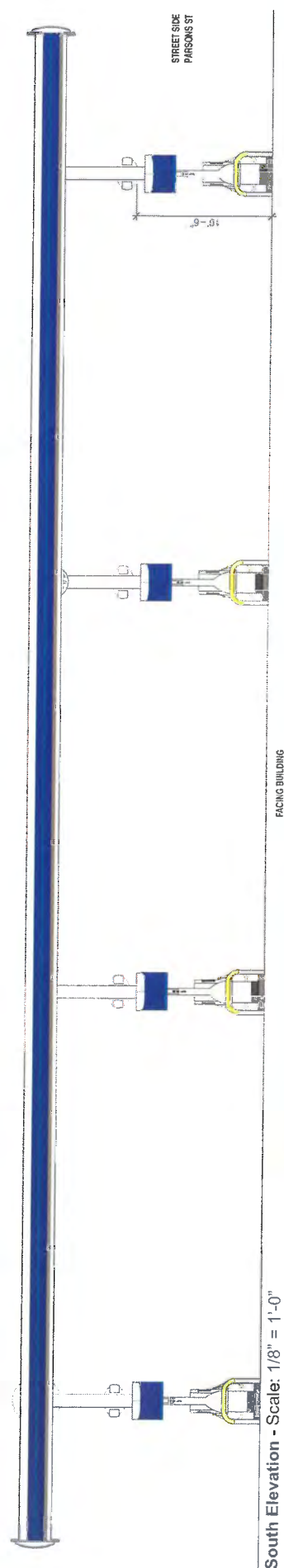
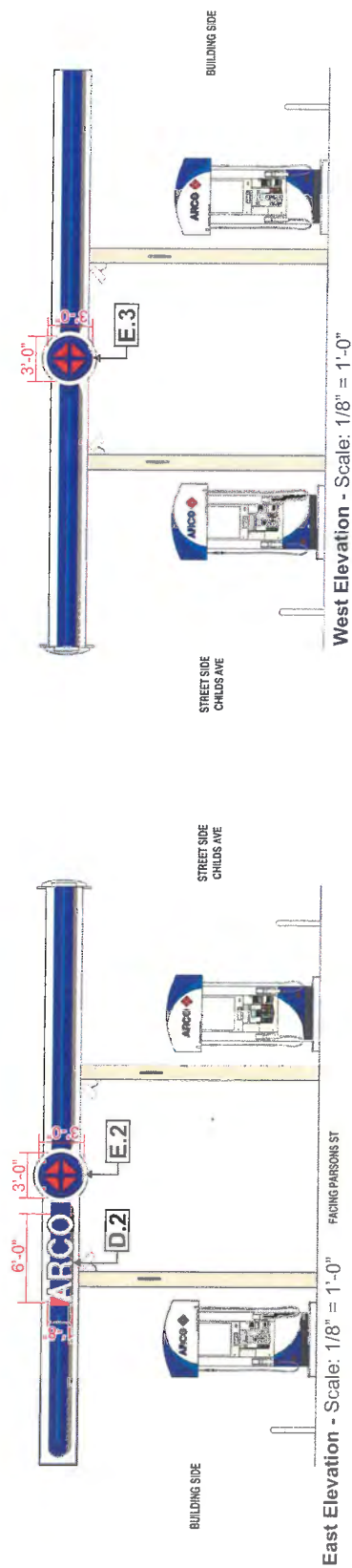
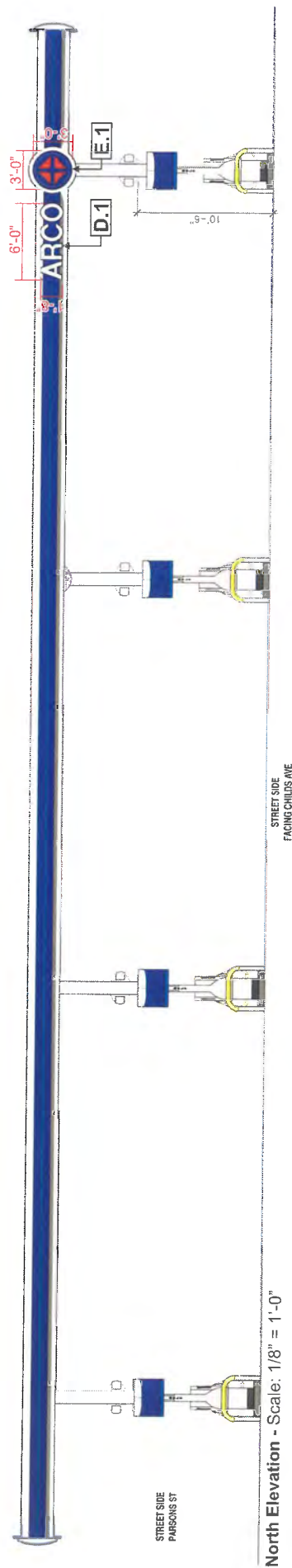
INSTALL DRAWING FOR  
AM0021L000-LED

**ADART**  
2670 W. SHAW LANE/SUITE 102  
FRESNO, CA 93711  
T 559.225.2183  
T 559.226.2186  
www.adart.com

CA STATE CONTRACTORS LICENSE #826051



PROJECT:	REVISION	DATE	DESCRIPTION	APPROVALS
CUSTOMER: Mexico Center Retail Road and Gas Company	1	12-16-15	Revised gas sign to include tenants	SALES: _____
LOCATION: SNC Chief Ave. & Person St.	2	2-8-16	Revised from 500'.	CUSTOMER: _____
DATE: 10/2/2015				LAND. ORC: _____
SALES: Bob Kempczak				
DESIGNER: James Francis				

[illegible]

## Sign E

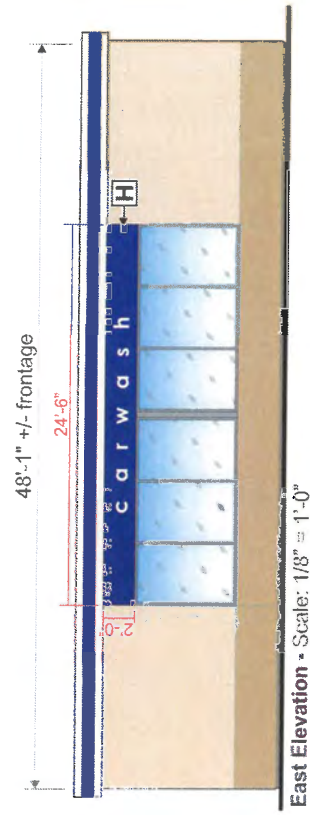
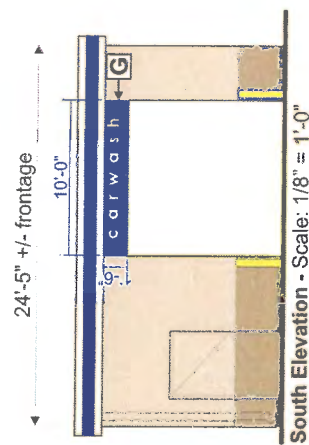
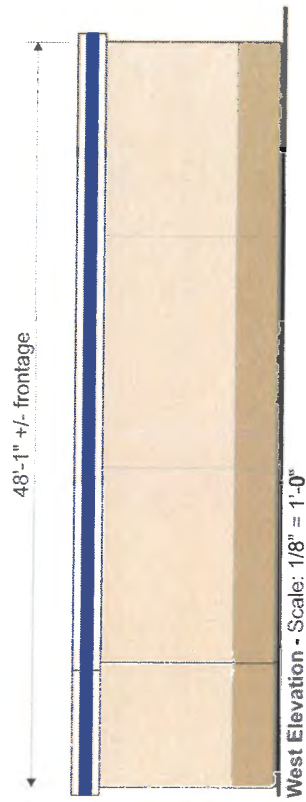
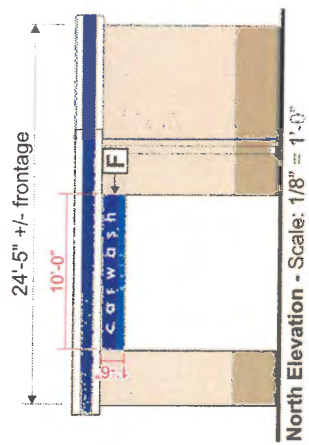
quantity = 3



**1** Front Elevation - 30" canopy fascia. 15" bullnose decal, 20" Letters. 35" Shark, 44" Pearl disc scale. 3/4" = 1'-0"

CA STATE CONTRACTORS LICENSE #826051

PROJECT:		REVISION	DATE	DESCRIPTION	APPROVALS	SHEET	
CUSTOMER: Mercor Central Food and Gas Complex		1	12-16-10	Review gas sign to match layout	<p><b>CONCEPT DRAWINGS ONLY:</b></p> <p>These drawings are to be used for conceptual design purposes only. They are not to be used for construction or exact field conditions. Colors shown are at discretion and may vary.</p> <p><b>ALL RIGHTS RESERVED.</b></p> <p>Any reproduction or use of these drawings without written permission is strictly prohibited.</p> <p><b>ALL RIGHTS RESERVED.</b></p> <p>Any reproduction or use of these drawings without written permission is strictly prohibited.</p>	<p><b>7 of 12</b></p>	<p>108-418770</p>
LOCATION: SNC Chicks Hwy. 4 Parcel A		2	2-9-10	Revised piping layout			
DATE: 12/16/10							
SALES: SNC Marketing							
DESIGNER: JAMES HENK							







**ADAPT**

2870 W. SHAW LANE SUITE 102  
FRESNO, CA 93711  
T 559.225.2183  
www.adapt.com

PROJECT:  
CUSTOMER: Shasta County Health and Gen. Center  
LOCATION: 5000 CHIEF Ave & Prairie St  
SHEET NO: 9 of 12  
DESIGNER: James F. Smith

REVISION  
DATE  
DESCRIPTION

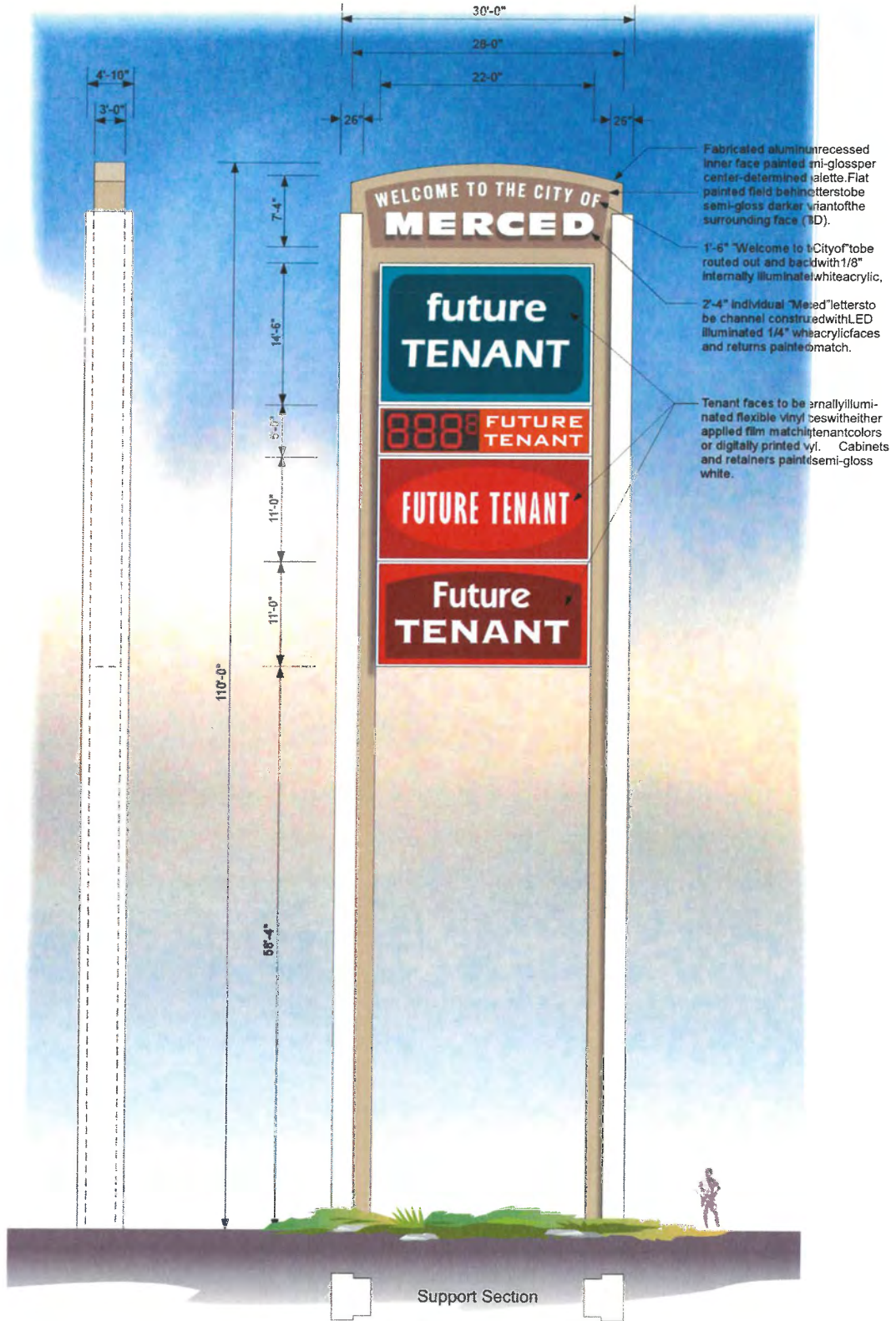
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SALES  
CUSTOMER  
LANDLORD

APPROVALS

CONCEPTUAL DRAWINGS ONLY:  
These drawings are for conceptual purposes only and are not to be used for construction. They are not to be used for any other purpose without the written consent of the designer. The designer is not responsible for any errors or omissions in these drawings.

SHEET  
9 of 12  
JOB #18170



Double-faced, illuminated pylondisplay (conceptual only)

Scale: 3/32" = 1'-0"

All surface fabrication and support enclosures to be semi-gloss painted aluminum (colors to be determined).



**quantity = 1**

**Secondary Offer:**  
Diesel (if required)



# ADART

2670 W. SHAW LANE/SUITE 102  
FRESNO, CA 93711  
T 559.226.2183  
L 559.226.2186  
D 559.226.2186  
www.adart.com

CASA STATE CONTRACTORS LICENSE #26051

**PROJECT:**

CUSTOMER: Mission Center Retail Food and Gas Center

LOCATION: 1000 N. Fresno Ave & Parsons St

SALES: Bob Kierney

DESIGNER: Jimmy Franks

REVISION	DATE	DESCRIPTION	APPROVALS
1	11-16-15	Revised layout to include fixtures	
2	11-16-15	Revised layout to include fixtures	

**CONCEPTUAL DRAWINGS ONLY:**

These drawings are for conceptual purposes only and are not to be used for construction. All dimensions are approximate and subject to change without notice. All rights reserved.

**ALL RIGHTS RESERVED:**

This design has been created for your corporation with a specific intent to be used for your corporation's internal use only. It is not to be reproduced, copied, or distributed in any manner without prior written permission from ADART.

SALES: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

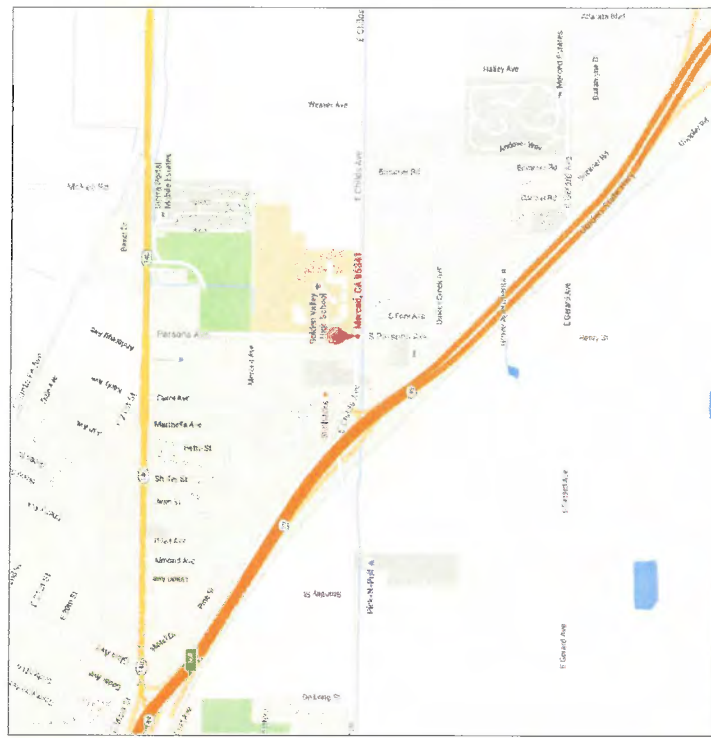
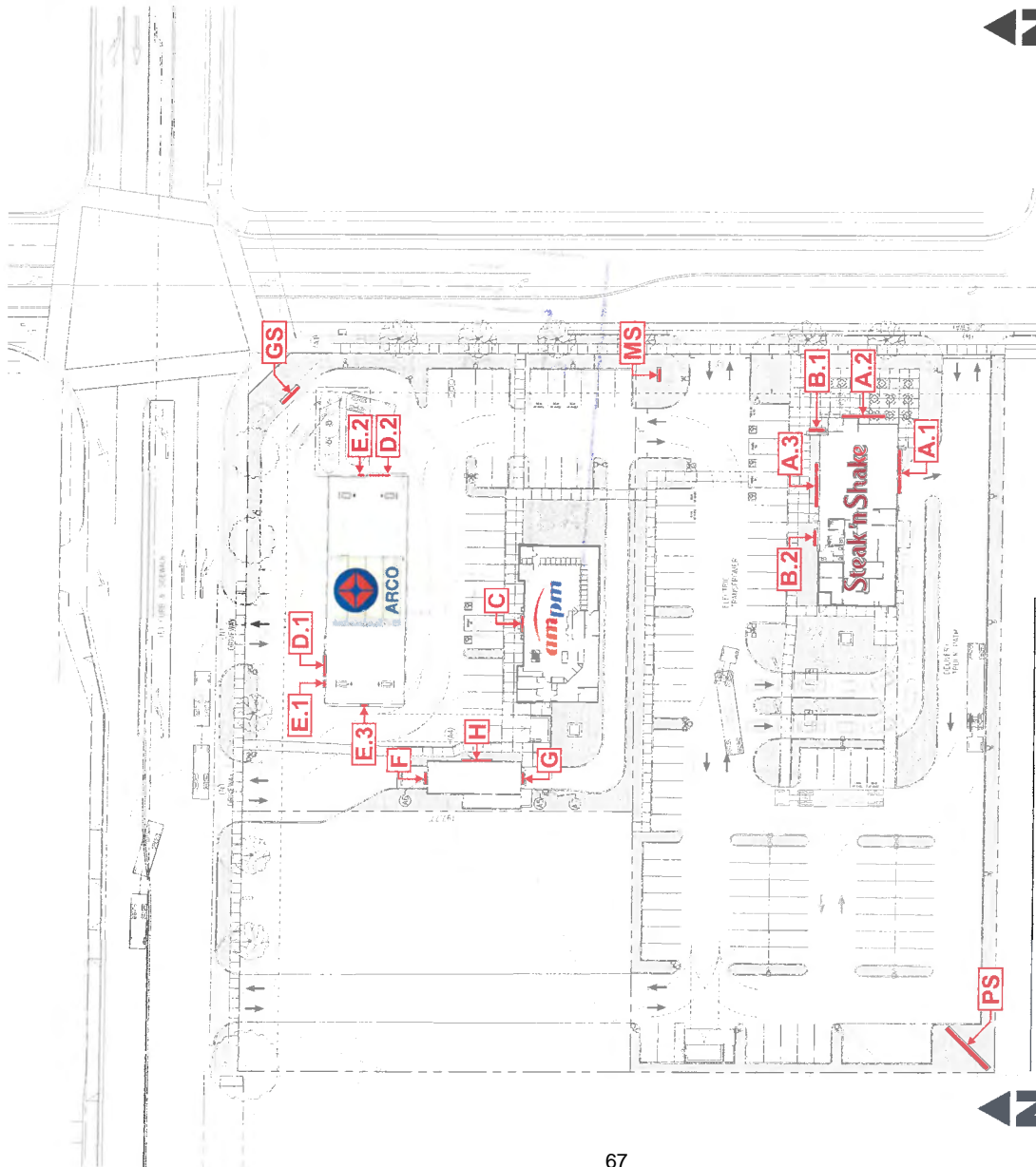
LANDLORD: \_\_\_\_\_

JOB #18770

SHEET

11 of 12



[illegible]

**CITY OF MERCED**  
**Planning Commission**

**Resolution #2983**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of March 9, 2011, held a public hearing and considered **Conditional Use Permit #1158**, initiated by Mark Calvano, property owner. This application involves demolition of an existing 31,500-square-foot building in order to construct a convenience store with gas pumps (including “off-site” alcohol sales as an accessory use), two restaurants (one with a drive-through window), and a car wash (or possibly a second restaurant with a drive-through). The Applicant also requests to increase the allowable signage for each of the three parcels created by this development from 200 square feet to 500 square feet, and the construction of a multi-functional pylon sign up to 110 feet tall. The proposed project is on a 3.2-acre site generally located on the southwest corner of East Childs Avenue and Parsons Avenue within a Thoroughfare Commercial (C-T) Zone; also known as Assessor’s Parcel No. 061-240-040; and,

**WHEREAS**, the Merced City Planning Commission concurs with Findings A through W of Staff Report #11-02 - Addendum; and,

**WHEREAS**, after reviewing the City’s Draft Environmental Determination, and discussing all the issues, the Merced City Planning Commission does resolve to hereby adopt a Categorical Exemption regarding Environmental Review #11-01, and approve Conditional Use Permit #1158, subject to the Conditions set forth in Exhibit A attached hereto.

Upon motion by Commissioner Ward, seconded by Commissioner Colby, and carried by the following vote:

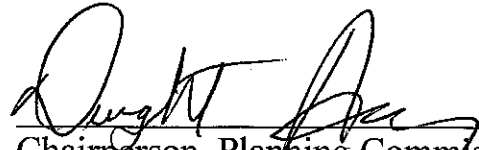
AYES: Commissioners Acheson, Ward, McCoy, Colby, and  
Chairperson Amey  
NOES: None  
ABSENT: Commissioner Cervantes (one vacancy)  
ABSTAIN: None

PLANNING COMMISSION RESOLUTION #2983

Page 2

March 9, 2011

Adopted this 9<sup>th</sup> day of March 2011

  
Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:

  
Secretary

Attachment:

Exhibit A – Conditions of Approval

n:shared:planning:PC Resolutions:CUP#1158 Calvano

**Conditions of Approval**  
**Planning Commission Resolution #2983**  
**Conditional Use Permit #1158**

*Standard Conditions*

1. The proposed project shall be constructed/designed as shown on Exhibits 1, 2, 3, 4, 5, and 6 (Site Plan, Roadway Cross-Sections, Convenience Store Elevations, Sit-Down Restaurant Elevations, Restaurant with Drive-through window Elevations, and Telecommunications Tower/Pylon Sign) -- Attachments B through G of Staff Report #11-02 - Addendum, except as modified by the conditions contained within this report.
2. All conditions contained in Resolution #1249-Amended ("Standard Conditional Use Permit Conditions") shall apply.
3. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
4. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.
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 (with counsel selected by the City), 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

EXHIBIT A  
of Planning Commission Resolution #2983

indemnify and defend such governmental entity. City shall promptly notify the developer/applicant 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 developer/applicant 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.

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 applicable local, state laws, codes and regulations of the current Edition of the Building, Plumbing and Mechanical Codes, National Electrical Codes, and State Accessibility (ADA) requirements including, but not limited to, site accessibility.
8. The project shall comply with the current Edition of the Fire Codes including, but not limited to, fire sprinklers for all buildings over 5,000 square feet; supervisory fire alarms, key box(s), fire department connection location(s), panic hardware, emergency lighting, illuminated exit signs, etc.
9. The placement of temporary signs on the building walls and windows is subject to City Staff review and approval.

*Off-Site Sales of Alcohol*

10. If window signs are installed, they shall not cover more than 40% of the window area.
11. The site shall be maintained free of graffiti. Any graffiti shall be removed immediately and painted over with a color that matches the existing building color.

12. No alcohol shall be displayed or stored outside of the cooler areas, including ice tubs.
13. The proprietor and/or successors in interest and management shall be prohibited from advertising or promoting beer & wine and/or distilled spirits on the motor fuel islands and no self-illuminated advertising for alcohol shall be located on the building or in the windows.
14. No sale of alcoholic beverages shall be made from a drive-in window. No beer or wine coolers shall be sold in “singles.”
15. Employees on duty between the hours of 10 p.m. and 2 a.m. shall be at least 21 years of age to sell alcohol.
16. The proprietor and/or successors in interest and management shall comply with all Municipal Codes relating to loitering, open container laws and other nuisance-related issues.
17. The area within the mini-market dedicated to the display and sale of alcoholic beverages (beer and wine) shall not be more than 5 cooler spaces (typical of those found in a grocery store or convenience market) or approximately 50 square feet.
18. The City reserves the right to periodically review the area for potential problems. If problems (on-site or within the immediate area) including, but not limited to, public drunkenness, the illegal sale or use of narcotics, drugs or alcohol, disturbing the peace and disorderly conduct result from the proposed land use, the conditional use permit may be subject to review and revocation by the City of Merced after a public hearing and in conformance with the procedures outlined in the Merced Municipal Code.

Signage

19. None of the proposed signs (inclusive of the monument signs) shall encroach into the 10-foot visual triangle required for each commercial driveway that intersects with a City Street as well as the 40-foot visual triangle at the intersection of Childs and Parsons Avenue.

20. The pylon sign shall be a maximum of 110-feet in height and may be capped with a “Welcome to Merced” sign. The digital reader board is not approved at this time and is prohibited by City Ordinance. However, if the digital reader boards are subsequently allowed by Ordinance amendment said pylon with digital reader board may be approved but subject to the new City Ordinance if and when implemented. Details to be worked out at the site plan review stage. The “Welcome to Merced” cap on the pylon sign shall be a requirement to be placed on the sign if a subsequent Ordinance Amendment is approved allowing for digital reader boards.
21. The applicant is allowed a maximum of 500 square feet of signage per parcel (up to 3 parcels can be created). All signage shall comply with the Merced Sign Ordinance and Zoning Code and be subject to building permits. Signs can only advertise businesses located on this 3.2 acre parcel (also known as APN# 061-240-040).
22. All signs shall be maintained regularly and any damage caused by weathering, vandalism or any other factors shall be repaired in keeping with the approved materials and finishes.
23. The monument signs, wall, or other types of site elements that require illumination constructed along Parsons Avenue shall not exceed a maximum of 4-foot candles, since they are across the street from residential uses. Details to be worked out at the building permit stage.
24. All signage (both sides, except the “Welcome to Merced” sign) installed on the pylon sign for each use counts toward the total sign allowance for each parcel. Only businesses located on the project site (3.2 acre parcel) are eligible to install signage on the pylon sign, with a joint use agreement. No off-premises businesses or events may be advertised on the pylon sign at this time. However, if digital reader boards and off-premises advertising are subsequently allowed by Ordinance Amendment, any off-premise advertising would be limited to the digital reader board after the applicant has obtained the necessary approvals from the City for the installation of a digital reader board.

### Circulation

25. The applicant shall improve all adjacent roads to meet City Standards where necessary including but not limited to curb, gutter, sidewalk, park strip, landscaping, street lights, parking, Childs Avenue median, and travel lanes.
26. Secondary access points shall be maintained for each parcel within the project for fire access purposes. The access shall be a minimum of 20-feet in width. These drive aisles shall comply with the City of Merced Standard for commercial development and are to be reviewed by the Fire Department as part of the review of the parcel map and improvement plan submittals. Joint Parking and Access Agreements shall be required to be approved prior to issuance of building permits.
27. The applicants shall install a concrete (non-landscaped) median along Childs Avenue. The median shall begin at the intersection of Parsons and Childs Avenues and stop at a point to be determined by the City Engineer, but at least preventing left-hand turns into the driveway closest to Parsons Avenue, but not further than 300 feet from the eastern property intersection on Childs Avenue. Details to be reviewed by the Planning and Engineering Departments as part of the review of the parcel map and improvement plan submittals.

### Site Design

28. Each building shall be internally connected with pedestrian walkways with lighting, which in turn will be connected to public sidewalks along adjacent public streets. Where a building is fronting a street, each building shall have a minimum of two connection points to the public sidewalks.
29. The setback from property lines that parallel public streets for all buildings shall be a minimum of 20 feet. The setback includes all features of the building and the buildings' ancillary features.
30. All exterior utilities will need to be screened with details to be reviewed by Planning Staff at the building permit stage.



31. A minimum turning radius of 33 feet inside, curb-to-curb and 49 feet wall-to-wall for fire apparatus access must be provided throughout the project. Refuse containers or other items shall not be permitted to be placed in the required clear space of the turning area.
32. Refuse containers shall be stored in receptacle shelters that match the building elevation to the refuse container(s). Details to be reviewed by Planning and Public Works Staff at the building permit stage.
33. Fire hydrants to be provided and spaced in accordance with City of Merced standards. Placement of fire hydrants and number of hydrants to be worked out at the building permit stage.
34. Concurrent with or prior to submitting the building permit plan, a Lighting Plan shall be submitted to the Planning Department for review. The plan shall be designed to include decorative lamps, low foot-candles (no more than 4 foot-candles along Parsons Avenue) and an even distribution of light. Shields shall be used to prevent light from spilling onto surrounding streets and properties. Top shields are required on pole-mounted lights.
35. A demolition permit is required prior to demolition of the existing buildings from the Inspection Services Division. Prior to issuance of the demolition permit, the applicant shall obtain a release from the San Joaquin Valley Air Pollution Control District.
36. A complete landscape/sprinkler plan shall be submitted at the building permit stage. Parking lot trees shall be provided at a ratio of one tree for every six parking stalls.
37. A grease interceptor may be required for any use that requires the preparation of food. This will be determined at the building permit stage based on the type of food prepared and served and waste generated.

*Future Applications*

38. If the Census Tract in which the parcel is located in is “over-concentrated,” then an alcohol license requires approval of a “Public Convenience or Necessity” Letter (PCN Letter). The allowance for the

sales of Alcohol on the project site, whether it be for on-site consumption or off-site sales, shall be subject to approval by the City Council of a finding of the Public Convenience or Necessity, per the requirements of Alcoholic Beverage Control (ABC).

39. Since detailed elevations, including materials, dimensions, etc. are not available, a Site Plan Review Application is required for the elevations, signage, landscaping, etc. for all buildings on the project site prior to construction, subject to approval by the Site Plan Review Committee.
40. A Parcel Map, subject to approval by the Minor Subdivision Committee, shall be required if the applicant would like to pursue subdividing the 3.2 acre parcel. If the development's 3.2 acre parcel is subdivided, the Telecommunications Tower/Pylon Sign can be located on its own separate parcel. However, if the telecommunications tower and equipment area is located on its own parcel, no signage shall be permitted for this parcel. The 3.2 acre development site shall be limited to a maximum of 1,500 square feet of total signage.
41. If the pylon sign is to be used as a telecommunications tower, approval of a Site Plan Review application by the Site Plan Review Committee will be required once a telecommunications tenant is identified.
42. If the Telecommunications Tower/Pylon Sign parcel were to have an additional building constructed on site (in addition to the other buildings already approved for the site) that catered to customers and required these patrons to visit the commercial business; the site might be eligible for up to 500 square feet of signage with a Site Plan Review Application by the Site Plan Review Committee.

n:shared:planning:PC Resolutions:CUP#1158 Exhibit A

EXHIBIT #1/Cup #1158 / PC Mtg. 3/9/11

APPROVED/DENIED BY MERCED

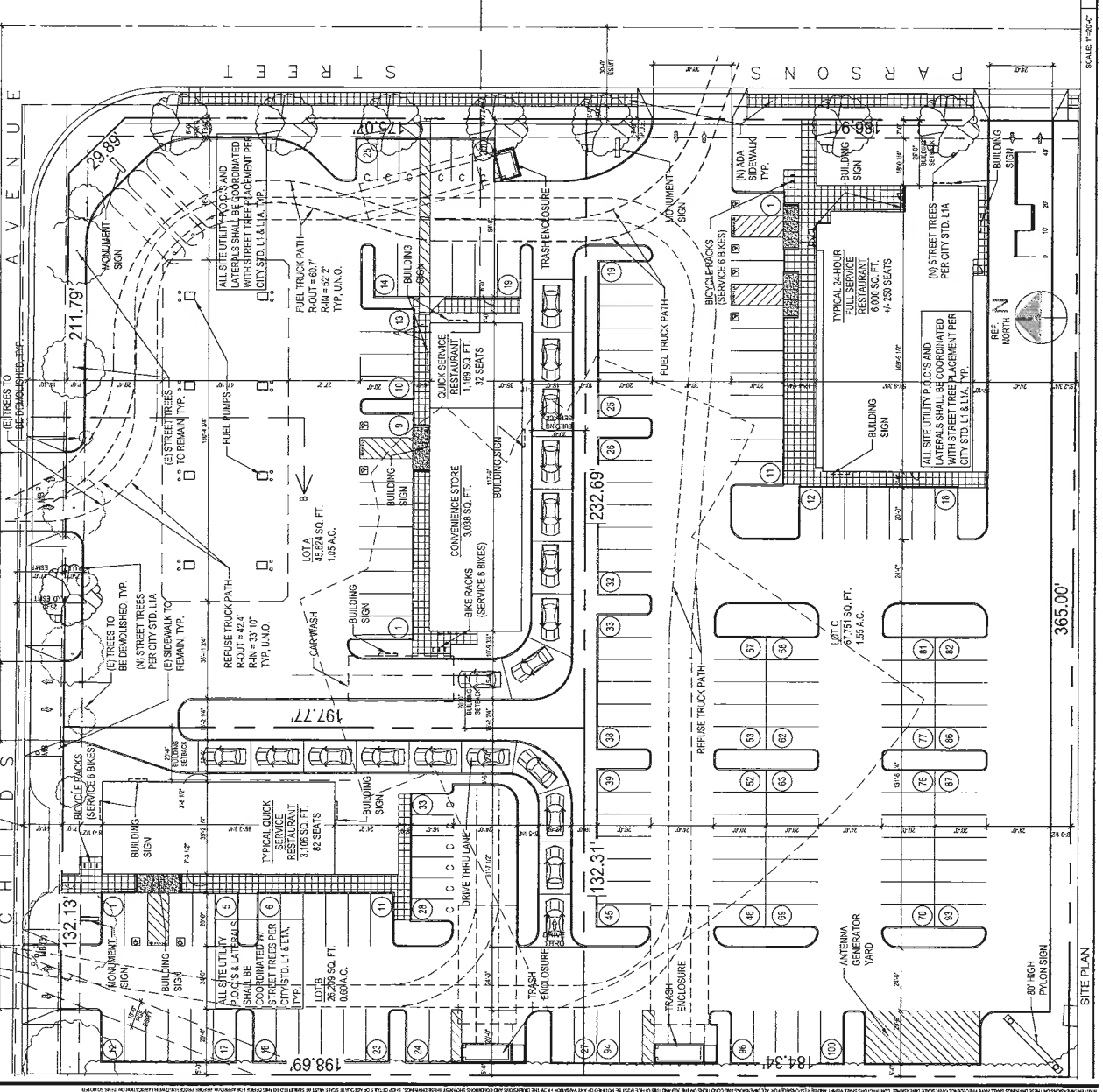
DEVELOPER/OWNER  
CALVANO DEVELOPMENT  
800 BUSH STREET, PENTHOUSE 1  
SAN FRANCISCO, CA 94109  
CONTACT: MARK CALVANO  
PHONE: (415) 522-4449  
EMAIL: MARK@CALVANO.COM

ARCHITECT  
VMI ARCHITECTURE  
637 FIFTH AVENUE  
SAN RAFAEL, CA 94901  
PHONE: (415) 451-2500 EX. 45  
EMAIL: EALEXANDER@VMIA.COM

**VMi architecture**  
Design - Planning - Analysis  
637 FIFTH AVENUE, SUITE 200  
SAN RAFAEL, CA 94901  
WWW.VMI-ARCH.COM

VMI JOB NUMBER  
**1062**

**PRELIMINARY - NOT FOR CONSTRUCTION**



**PARKING DATA**

LOT	REQUIRED PARKING	PROVIDED PARKING
LOT A	CONVENIENCE STORE / GAS STATION REQUIRED PARKING: 1 SPACE PER 20 SQ. FT. 3,008 SQ. FT. / 750 = 12 SPACES QUICK SERVICE RESTAURANT / DRIVE THRU REQUIRED PARKING: 1 SPACE PER 2.5 SEATS EST. 32 SEATS / 2.5 = 13 SPACES TOTAL REQUIRED PARKING: 12 + 13 SPACES = 25 SPACES	17 SPACES STANDARD: 2 SPACES COMPACT: 6 SPACES TOTAL PROVIDED: 25 SPACES
LOT B	QUICK SERVICE RESTAURANT / DRIVE THRU REQUIRED PARKING: 1 SPACE PER 2.5 SEATS EST. 32 SEATS / 2.5 = 13 SPACES	25 SPACES STANDARD: 2 SPACES COMPACT: 6 SPACES TOTAL PROVIDED: 33 SPACES
LOT C	FULL SERVICE RESTAURANT REQUIRED PARKING: 1 SPACE PER 2.5 SEATS EST. 25 SEATS / 2.5 = 100 SPACES	96 SPACES STANDARD: 4 SPACES COMPACT: 6 SPACES TOTAL PROVIDED: 100 SPACES

**LOT DATA**

APN	ZONING	GENERAL PLAN	USE
004-024-108	CT FOR COMMERCIAL THOROUGHFARE	COMMERCIAL THOROUGHFARE	MIXED USED

LOT	LOT A	LOT B	LOT C
SITE AREA:	45,624 SQ. (1.05 AC)	26,209 SQ. (0.60 AC)	67,751 SQ. (1.55 AC)
BUILDING AREA:	3,008 SQ. + 1,189 SQ.	3,105 SQ.	6,000 SQ.
LANDSCAPE AREA:	9.2 % COVERAGE 7,297 SQ.	11.8 % COVERAGE 6,384 SQ.	8.9 % COVERAGE 12,870 SQ.
SETBACKS:	FRONT YARD (PERMITS): 35' SIDE / REAR INTERIOR YARD: 20'	FRONT YARD (PERMITS): 35' SIDE / REAR INTERIOR YARD: 20'	FRONT YARD (PERMITS): 35' SIDE / REAR INTERIOR YARD: 20'
EASEMENTS:	VARIES - SEE PLAN	VARIES - SEE PLAN	VARIES - SEE PLAN
MAXIMUM HEIGHT:	2 STORY 35' MAX.	2 STORY 35' MAX.	2 STORY 35' MAX.
MAXIMUM LOT COVERAGE:	50%	50%	50%

**LIST OF DRAWINGS**

DD#	DESCRIPTION
DD-0	PRELIMINARY SITE PLAN / PROJECT DATA
DD-1	STREET SECTIONS

**PROJECT DATA**

SCALE: 1"=50'-0"

**SITE PLAN**

**DD1.0**



CITY OF MERCED  
Minor Subdivision Committee  
Lot Split Application #11-02

RESOLUTION # 928

WHEREAS, the Merced City Minor Subdivision Committee met on September 12, 2011, to consider Lot Split Application #11-02, which would provide for the re-subdivision of one 3.2 acre parcel, generally described as being located at the southeast corner of Childs and Parsons Avenues, Merced, California, APN 061-240-040; and,

WHEREAS, upon due public notice, a public hearing was conducted on above said date; and,

WHEREAS, said re-subdivision would create the three parcels shown on Exhibit A.

WHEREAS, said Lot Split #11-02 has been reviewed by the Merced Minor Subdivision Committee and found to comply with the provisions of the Subdivision Ordinance and Lot Split Procedures, and finds the following:

1. The proposed minor subdivision complies with the currently adopted City of Merced General Plan.
2. The City of Merced has conducted an environmental review of the proposed minor subdivision in accordance with the California Environmental Quality Act (CEQA) and has concluded this is a categorically exempt Class 15 project.

NOW, THEREFORE, BE IT RESOLVED that the Minor Subdivision Committee does approve Lot Split Application #11-02, submitted by Fremming Parson, and Pecchenino on behalf of Calvano Development, property owner, subject to the following conditions:

1. Survey monuments shall be set at all angle points and lot corners.
2. All construction and improvements, due as part of the building permit stage, shall be in accordance with zoning, building, and all other codes, ordinances, standards, and policies of the City of Merced.
3. Either prior to the sale of any parcel described herein, or within two years of the date of this resolution, whichever is sooner, an official parcel map/record of survey shall be filed with the Merced County Recorder in accordance with Section 66410 et. seq. of the State of California Government Code (Subdivision Map Act). Any lawful extensions, if granted, would apply.
4. Conditions, Covenants, and Restrictions (CC&R's) shall be recorded concurrently with the Parcel Map. The CC&R's shall include conditions to insure the landscaping on each parcel is well maintained and each parcel is kept free of trash, weeds, and other debris.
5. All construction and improvements shall comply with previous approvals (Conditional Use Permit #1158 – Planning Commission Resolution #2983 – Exhibit B) and applicable mitigation measures.

LOT SPLIT RESOLUTION #928

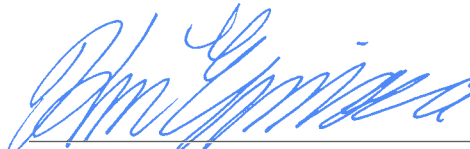
Page 2

September 12, 2011

6. Upon recordation of the Parcel Map, the existing building will become non-conforming as it will be crossing property lines. Therefore, it shall be demolished prior to recording the Parcel Map. A demolition permit shall be obtained from the Inspection Services Department prior to demolition.
7. All property taxes due for this property shall be paid and proof of payment provided to the City of Merced prior to recordation of the Parcel Map.
8. Cross-access shall be provided to all three parcels through CC&R's. A reference to the CC&R's shall be made on the Parcel Map.
9. The cargo container that crosses the southern property line as shown on the Tentative Map shall be moved prior to submittal of the Parcel Map.
10. The owner shall provide the City of Merced a "Parcel Map Guarantee Report" from a Title Company at least two weeks prior to recording the Parcel Map.
11. At the time of the Parcel Map submittal, a 7-foot-wide Public Utilities Easement (P.U.E.) shall be dedicated continuously along Parsons and Childs Avenues as needed.
12. The owner shall pay all recording fees with a separate check made payable to the "Merced County Recorder's Office."
13. The property owner shall enter into a "Subdivision Drainage Agreement" with the Merced Irrigation District Improvement District No 1 (MIDDID No. 1) and pay all applicable fees as required by MID.
14. The property owner shall contact MID and enter into all necessary agreements for all crossings over or under any MID facilities, including utilities, bridges, driveways, and pipelines and for all work associated with MID facilities. The developer shall construct all necessary improvements or upgrades needed to accommodate the traffic generated by this project over the existing MID facilities as required by MID.

Upon motion by Acting Committee Member Elwin, seconded by Acting Committee Member Nelson, and unanimously approved.

Adopted this 12<sup>th</sup> day of September, 2011.

 *David Gonzalez*  
Chairman, Minor Subdivision Committee  
of the City of Merced, California

ATTEST:

  
Acting Secretary

**July 13, 2011:** On July 13, 2011, the State of California gave a 24-month extension to all active (not expired) tentative maps that would have otherwise been scheduled to expire on or before January 1, 2014. Therefore, the tentative map approved by Minor Subdivision Resolution #928 for Lot Split #11-02 hereby has its expiration date extended to September 12, 2015.

**September 10, 2015:** On September 10, 2015, the Site Plan Review Committee approved a one year extension for the tentative map approved by Minor Subdivision Resolution #928 for Lot Split #11-02. Therefore, this map has its expiration date extended to September 12, 2016.





**CITY OF MERCED**  
**Planning Commission**

**Resolution #2983**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of March 9, 2011, held a public hearing and considered **Conditional Use Permit #1158**, initiated by Mark Calvano, property owner. This application involves demolition of an existing 31,500-square-foot building in order to construct a convenience store with gas pumps (including “off-site” alcohol sales as an accessory use), two restaurants (one with a drive-through window), and a car wash (or possibly a second restaurant with a drive-through). The Applicant also requests to increase the allowable signage for each of the three parcels created by this development from 200 square feet to 500 square feet, and the construction of a multi-functional pylon sign up to 110 feet tall. The proposed project is on a 3.2-acre site generally located on the southwest corner of East Childs Avenue and Parsons Avenue within a Thoroughfare Commercial (C-T) Zone; also known as Assessor’s Parcel No. 061-240-040; and,

**WHEREAS**, the Merced City Planning Commission concurs with Findings A through W of Staff Report #11-02 - Addendum; and,

**WHEREAS**, after reviewing the City’s Draft Environmental Determination, and discussing all the issues, the Merced City Planning Commission does resolve to hereby adopt a Categorical Exemption regarding Environmental Review #11-01, and approve Conditional Use Permit #1158, subject to the Conditions set forth in Exhibit A attached hereto.

Upon motion by Commissioner Ward, seconded by Commissioner Colby, and carried by the following vote:


AYES: Commissioners Acheson, Ward, McCoy, Colby, and  
Chairperson Amey  
NOES: None  
ABSENT: Commissioner Cervantes (one vacancy)  
ABSTAIN: None

PLANNING COMMISSION RESOLUTION #2983

Page 2

March 9, 2011

Adopted this 9<sup>th</sup> day of March 2011

  
Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:

  
Secretary

Attachment:

Exhibit A – Conditions of Approval

n:\shared\planning\PC Resolutions\CUP#1158 Calvano

**Conditions of Approval**  
**Planning Commission Resolution #2983**  
**Conditional Use Permit #1158**

*Standard Conditions*

1. The proposed project shall be constructed/designed as shown on Exhibits 1, 2, 3, 4, 5, and 6 (Site Plan, Roadway Cross-Sections, Convenience Store Elevations, Sit-Down Restaurant Elevations, Restaurant with Drive-through window Elevations, and Telecommunications Tower/Pylon Sign) -- Attachments B through G of Staff Report #11-02 - Addendum, except as modified by the conditions contained within this report.
2. All conditions contained in Resolution #1249-Amended ("Standard Conditional Use Permit Conditions") shall apply.
3. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
4. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.
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 (with counsel selected by the City), 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 such governmental entity. City shall promptly notify the developer/applicant 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 developer/applicant 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.

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 applicable local, state laws, codes and regulations of the current Edition of the Building, Plumbing and Mechanical Codes, National Electrical Codes, and State Accessibility (ADA) requirements including, but not limited to, site accessibility.
8. The project shall comply with the current Edition of the Fire Codes including, but not limited to, fire sprinklers for all buildings over 5,000 square feet; supervisory fire alarms, key box(s), fire department connection location(s), panic hardware, emergency lighting, illuminated exit signs, etc.
9. The placement of temporary signs on the building walls and windows is subject to City Staff review and approval.

*Off-Site Sales of Alcohol*

10. If window signs are installed, they shall not cover more than 40% of the window area.
11. The site shall be maintained free of graffiti. Any graffiti shall be removed immediately and painted over with a color that matches the existing building color.

12. No alcohol shall be displayed or stored outside of the cooler areas, including ice tubs.
13. The proprietor and/or successors in interest and management shall be prohibited from advertising or promoting beer & wine and/or distilled spirits on the motor fuel islands and no self-illuminated advertising for alcohol shall be located on the building or in the windows.
14. No sale of alcoholic beverages shall be made from a drive-in window. No beer or wine coolers shall be sold in "singles."
15. Employees on duty between the hours of 10 p.m. and 2 a.m. shall be at least 21 years of age to sell alcohol.
16. The proprietor and/or successors in interest and management shall comply with all Municipal Codes relating to loitering, open container laws and other nuisance-related issues.
17. The area within the mini-market dedicated to the display and sale of alcoholic beverages (beer and wine) shall not be more than 5 cooler spaces (typical of those found in a grocery store or convenience market) or approximately 50 square feet.
18. The City reserves the right to periodically review the area for potential problems. If problems (on-site or within the immediate area) including, but not limited to, public drunkenness, the illegal sale or use of narcotics, drugs or alcohol, disturbing the peace and disorderly conduct result from the proposed land use, the conditional use permit may be subject to review and revocation by the City of Merced after a public hearing and in conformance with the procedures outlined in the Merced Municipal Code.

Signage

19. None of the proposed signs (inclusive of the monument signs) shall encroach into the 10-foot visual triangle required for each commercial driveway that intersects with a City Street as well as the 40-foot visual triangle at the intersection of Childs and Parsons Avenue.

20. The pylon sign shall be a maximum of 110-feet in height and may be capped with a “Welcome to Merced” sign. The digital reader board is not approved at this time and is prohibited by City Ordinance. However, if the digital reader boards are subsequently allowed by Ordinance amendment said pylon with digital reader board may be approved but subject to the new City Ordinance if and when implemented. Details to be worked out at the site plan review stage. The “Welcome to Merced” cap on the pylon sign shall be a requirement to be placed on the sign if a subsequent Ordinance Amendment is approved allowing for digital reader boards.
21. The applicant is allowed a maximum of 500 square feet of signage per parcel (up to 3 parcels can be created). All signage shall comply with the Merced Sign Ordinance and Zoning Code and be subject to building permits. Signs can only advertise businesses located on this 3.2 acre parcel (also known as APN# 061-240-040).
22. All signs shall be maintained regularly and any damage caused by weathering, vandalism or any other factors shall be repaired in keeping with the approved materials and finishes.
23. The monument signs, wall, or other types of site elements that require illumination constructed along Parsons Avenue shall not exceed a maximum of 4-foot candles, since they are across the street from residential uses. Details to be worked out at the building permit stage.
24. All signage (both sides, except the “Welcome to Merced” sign) installed on the pylon sign for each use counts toward the total sign allowance for each parcel. Only businesses located on the project site (3.2 acre parcel) are eligible to install signage on the pylon sign, with a joint use agreement. No off-premises businesses or events may be advertised on the pylon sign at this time. However, if digital reader boards and off-premises advertising are subsequently allowed by Ordinance Amendment, any off-premise advertising would be limited to the digital reader board after the applicant has obtained the necessary approvals from the City for the installation of a digital reader board.

### Circulation

25. The applicant shall improve all adjacent roads to meet City Standards where necessary including but not limited to curb, gutter, sidewalk, park strip, landscaping, street lights, parking, Childs Avenue median, and travel lanes.
26. Secondary access points shall be maintained for each parcel within the project for fire access purposes. The access shall be a minimum of 20-feet in width. These drive aisles shall comply with the City of Merced Standard for commercial development and are to be reviewed by the Fire Department as part of the review of the parcel map and improvement plan submittals. Joint Parking and Access Agreements shall be required to be approved prior to issuance of building permits.
27. The applicants shall install a concrete (non-landscaped) median along Childs Avenue. The median shall begin at the intersection of Parsons and Childs Avenues and stop at a point to be determined by the City Engineer, but at least preventing left-hand turns into the driveway closest to Parsons Avenue, but not further than 300 feet from the eastern property intersection on Childs Avenue. Details to be reviewed by the Planning and Engineering Departments as part of the review of the parcel map and improvement plan submittals.

### Site Design

28. Each building shall be internally connected with pedestrian walkways with lighting, which in turn will be connected to public sidewalks along adjacent public streets. Where a building is fronting a street, each building shall have a minimum of two connection points to the public sidewalks.
29. The setback from property lines that parallel public streets for all buildings shall be a minimum of 20 feet. The setback includes all features of the building and the buildings' ancillary features.
30. All exterior utilities will need to be screened with details to be reviewed by Planning Staff at the building permit stage.

31. A minimum turning radius of 33 feet inside, curb-to-curb and 49 feet wall-to-wall for fire apparatus access must be provided throughout the project. Refuse containers or other items shall not be permitted to be placed in the required clear space of the turning area.
32. Refuse containers shall be stored in receptacle shelters that match the building elevation to the refuse container(s). Details to be reviewed by Planning and Public Works Staff at the building permit stage.
33. Fire hydrants to be provided and spaced in accordance with City of Merced standards. Placement of fire hydrants and number of hydrants to be worked out at the building permit stage.
34. Concurrent with or prior to submitting the building permit plan, a Lighting Plan shall be submitted to the Planning Department for review. The plan shall be designed to include decorative lamps, low foot-candles (no more than 4 foot-candles along Parsons Avenue) and an even distribution of light. Shields shall be used to prevent light from spilling onto surrounding streets and properties. Top shields are required on pole-mounted lights.
35. A demolition permit is required prior to demolition of the existing buildings from the Inspection Services Division. Prior to issuance of the demolition permit, the applicant shall obtain a release from the San Joaquin Valley Air Pollution Control District.
36. A complete landscape/sprinkler plan shall be submitted at the building permit stage. Parking lot trees shall be provided at a ratio of one tree for every six parking stalls.
37. A grease interceptor may be required for any use that requires the preparation of food. This will be determined at the building permit stage based on the type of food prepared and served and waste generated.

*Future Applications*

38. If the Census Tract in which the parcel is located in is “over-concentrated,” then an alcohol license requires approval of a “Public Convenience or Necessity” Letter (PCN Letter). The allowance for the

EXHIBIT A  
of Planning Commission Resolution #2983

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sales of Alcohol on the project site, whether it be for on-site consumption or off-site sales, shall be subject to approval by the City Council of a finding of the Public Convenience or Necessity, per the requirements of Alcoholic Beverage Control (ABC).

39. Since detailed elevations, including materials, dimensions, etc. are not available, a Site Plan Review Application is required for the elevations, signage, landscaping, etc. for all buildings on the project site prior to construction, subject to approval by the Site Plan Review Committee.
40. A Parcel Map, subject to approval by the Minor Subdivision Committee, shall be required if the applicant would like to pursue subdividing the 3.2 acre parcel. If the development's 3.2 acre parcel is subdivided, the Telecommunications Tower/Pylon Sign can be located on its own separate parcel. However, if the telecommunications tower and equipment area is located on its own parcel, no signage shall be permitted for this parcel. The 3.2 acre development site shall be limited to a maximum of 1,500 square feet of total signage.
41. If the pylon sign is to be used as a telecommunications tower, approval of a Site Plan Review application by the Site Plan Review Committee will be required once a telecommunications tenant is identified.
42. If the Telecommunications Tower/Pylon Sign parcel were to have an additional building constructed on site (in addition to the other buildings already approved for the site) that catered to customers and required these patrons to visit the commercial business; the site might be eligible for up to 500 square feet of signage with a Site Plan Review Application by the Site Plan Review Committee.

n:shared:planning:PC Resolutions:CUP#1158 Exhibit A

## NOTICE OF EXEMPTION

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**To:** \_\_\_\_\_ Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044

**From: (Public Agency)**  
City of Merced  
678 West 18th St.  
Merced, CA 95340

  X   County Clerk  
County of Merced  
2222 M Street  
Merced, CA 95340

**Project Title:** Site Plan Review #395 (Environmental Review #16-04)

**Project Applicant:** Sater Oil International, LLC, on behalf of Mark A. Calvano, Trustee,  
property owner

**Project Location (Specific):** 2020 E. Childs Ave. **APN:** 061-240-040

**Project Location - City:** Merced **Project Location - County:** Merced

**Description of Nature, Purpose, and Beneficiaries of Project:**

The project involves demolition of an existing building and the construction of a new retail center containing a gas station, mini-market, car wash, and fast-food restaurant totaling approximately 8,055 square feet.

**Name of Public Agency Approving Project:** City of Merced

**Name of Person or Agency Carrying Out Project:** Mike Sater, Sater Oil International, LLC

**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));  
☒ Categorical Exemption. Section Number: Section 153032 (in-fill Development Projects)  
☐ Statutory Exemptions. State Code Number: \_\_\_\_\_.  
☐ General Rule (Sec. 15061 (b)(3))

**Reasons why Project is Exempt:** Project is considered an in-fill development project. The project location is within the City limits on a 3.2 acre parcel surrounded by urban uses. The site has previously been developed and can be served by all required utilities and public services, and the project site has no value as habitat for endangered, rare or threatened species. No significant effects resulting from traffic, noise, air quality, or water quality will result from the subdivision of the lots. The project is consistent with the City of Merced General Plan and Zoning regulations.

**Lead Agency:** City of Merced

**Contact Person:** Julie Nelson, Planner

**Area Code/Telephone:** (209) 385-6858

**Signature:**  **Date:** 2-23-16 **Title:** Associate Planner

  X   Signed by Lead Agency

Date Received for Filing at OPR: \_\_\_\_\_  
(If applicable)

PARCEL C  
±67,749 SF  
(1.56 AC)  
3,750 SF  
5.5% COVERAGE  
24'-0"  
13,787 SF  
20.3% COVERAGE



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item: H.4.**

Meeting Date: 6/6/2016

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**Report Prepared by:** *Jamie Cruz, Secretary II - Engineering Department*

**SUBJECT:** Information Only - Traffic Committee Minutes of March 8, 2016

### RECOMMENDATION

For information only.

### ATTACHMENTS

1. Minutes of March 8, 2016

# TRAFFIC COMMITTEE

## MINUTES

March 8, 2016

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A. CALL TO ORDER

The meeting was called to order at 2:00 p.m.

B. ROLL CALL

Present: Chairperson: Ken Elwin, Interim City Engineer  
Committee Members: Shawn Henry, Fire Chief  
Julie Nelson, Planning Manager Designee  
Juan Olmos, Director of Public Works Designee  
Jacob Struble, Police Chief Designee

Absent: None

C. ORAL COMMUNICATIONS

None.

D. CONSENT CALENDAR

1. Traffic Committee Minutes of January 12, 2016

RECOMMENDATION:

Approve and file.

Shawn Henry Moved, Ken Elwin Seconded

**Vote:** 5-0

**Voting Aye:** Ken Elwin, Shawn Henry, Julie Nelson, Juan Olmos,  
Jacob Struble

**Absent:** None

Clerk's Note: Staff recommendation approved.

## E. REPORTS

### 1. Committee Member Reports

*(At this time, it is appropriate for any Committee Member to give an informational report of any work completed, training, or other item to share with other members. Please be brief, and no action may be taken on these items.)*

None.

## F. BUSINESS

### 1. Request #16-004 – Request for the Addition of a No Parking Zone along a Portion of West 14<sup>th</sup> Street (Site Plan Review Committee)

*(The City of Merced Site Plan Review Committee recommends the addition of a no parking zone along the south side of 14<sup>th</sup> Street at V Street due to the increased traffic expected from the proposed automotive shop to be located at 1535 West 14<sup>th</sup> Street.)*

Chairperson ELWIN asked Fire Chief Henry if the Fire Department had any concerns with the location. Chief HENRY responded that the Fire Department would be in favor of the no parking zone as it would provide additional space for fire response vehicles in an emergency.

Committee Member OLMOS suggested posting no parking signs, as opposed to the installation of red curb, to reduce maintenance costs.

**MOTION:** To approve a no parking zone along the south side of 14<sup>th</sup> Street, west of V Street.

**COUNCIL ACTION REQUIRED:** Approves amending the current ordinance to include the no parking zone.

Shawn Henry Moved, Julie Nelson Seconded

**Vote:** 5-0

**Voting Aye:** Ken Elwin, Shawn Henry, Julie Nelson, Juan Olmos,  
Jacob Struble

**Absent:** None



2. Request #16-005 – Request for the Installation of a Crosswalk at the Intersection of Yosemite Avenue and Parsons Avenue (Martin Chavez and Sean Quarnstrom)

*(Citizens request the installation of a crosswalk at the existing four-way stop intersection of Yosemite Avenue and Parsons Avenue.)*

Citizens CHAVEZ and QUARNSTROM were present and detailed their request, specifying they were requesting an L-shaped crosswalk to connect to the existing sidewalks along the west side of Parsons Avenue and south side of Yosemite Avenue. They also questioned the possibility of adding a traffic signal to the intersection in the future.

In response to the question regarding signalization, Committee Member NELSON and Chairperson ELWIN explained the northeast corner of the intersection was currently in the County limits; however, future plans for annexation and development were being discussed, which included signalizing the intersection in the future.

Committee Member NELSON questioned Public Works Director Elwin about the current location of the stop bar striping. Chairperson ELWIN affirmed the existing striping would need to be altered to accommodate for a crosswalk. Mr. ELWIN also stated he was in favor of the L-shaped crosswalk, however the City would need to upgrade the ramps to comply with ADA requirements in addition to the striping changes.

**MOTION:** To tentatively approve the request for the installation of a L-shaped crosswalk by adding the crosswalk and ramp project to the City's Capital Improvement Project (CIP) list.

**COUNCIL ACTION REQUIRED:** None at this time.

Julie Nelson Moved, Jacob Struble Seconded

**Vote:** 5-0

**Voting Aye:** Ken Elwin, Shawn Henry, Julie Nelson, Juan Olmos,  
Jacob Struble

**Absent:** None

3. Request #16-006 – Request for the Addition of a No Parking Zone Adjacent to the Fire Hydrant Located on West 15<sup>th</sup> Street near Martin Luther King Jr. Blvd (Michael Wilkinson)  
*(Interim Fire Division Chief Michael Wilkinson on behalf a Merced resident requests the addition of red curb adjacent to the fire hydrant on West 15<sup>th</sup> Street due to vehicles blocking access to the fire hydrant and Fire Department Connections.)*

Committee Member HENRY explained the request, stating the red curb would be necessary 10 feet to the east and west of the fire hydrant location on West 15<sup>th</sup> Street.

Chairperson ELWIN suggested referring the item to the Police Department for enforcement of the vehicles parking in front of the hydrant. Committee Member STRUBLE agreed, stating it should be referred to Parking Enforcement.

**MOTION:** To refer the item to City's Police Department Parking Enforcement Division, with a two-month follow up of effectiveness.

**COUNCIL ACTION REQUIRED:** None at this time.

Jacob Struble Moved, Ken Elwin Seconded

**Vote:** 5-0

**Voting Aye:** Ken Elwin, Shawn Henry, Julie Nelson, Juan Olmos,  
Jacob Struble

**Absent:** None

4. Request #16-007 – Request for the Installation of Bus Stop Signs and No Parking Zones along Portions of K Street (John Ainsworth / Merced County Association of Governments)  
*(The Merced County Association of Governments / The Bus requests the installation of bus stop signs and corresponding no parking zones along the east and west sides of K Street near West 18<sup>th</sup> Street.)*

MCAG Representative AINSWORTH was present and described the various improvements they were proposing, including the installation of a bench and trash receptacle to be located in the City's right-of-way, as well as the installation of a concrete pad on the east side of K Street at the alley approach.

Committee Member NELSON stated the City had previously been working with MCAG to clean up the Municipal Code in respects to the bus stop locations. Ms. NELSON questioned Mr. Ainsworth on the progress. MCAG Representative AINSWORTH stated he was not aware of the status of the cleanup effort.

Committee Member OLMOS questioned whether MCAG planned to install any new curb and gutter at the requested location. Mr. OLMOS stated the various bus stop locations in Merced have created damage to the existing asphalt, curb and gutter, as well as ongoing maintenance issues for the City.

Committee Member NELSON stated the request for adding semi-permanent structures within the City's right-of-way requires the applicant to fill out an Encroachment Permit and obtain separate Council approval.

Chairperson ELWIN informed Mr. Ainsworth that he [MCAG] will need to work with Associate Planner Julie Nelson to identify all the existing and proposed bus stop locations as a condition of the approval for the current request, as well as to complete the Encroachment Permit process.

**MOTION:** To tentatively approve the requested no parking zone, conditional upon MCAG's cooperation in identifying the bus stop locations throughout Merced and Council approval.

**COUNCIL ACTION REQUIRED:** Approves amending the current ordinance to include the no parking zone.

Ken Elwin Moved, Julie Nelson Seconded

**Vote:** 5-0

**Voting Aye:** Ken Elwin, Shawn Henry, Julie Nelson, Juan Olmos,  
Jacob Struble

**Absent:** None

5. Request #16-008 – Request for a Loading Zone along a Portion of N Street at West 18<sup>th</sup> Street (Leon Waller / UC Merced)

*(The University of California, Merced requests the addition of a passenger loading zone / delivery loading zone on N Street at West 18<sup>th</sup> Street to accommodate the planned UC Merced Downtown Campus Center building located at 655 West 18<sup>th</sup> Street.)*

UC Representatives WALLER and REESE were present and first questioned whether the Traffic Committee has or will be approving the removal of the existing diagonal parking spaces on N Street at 18<sup>th</sup> Street, as it was their understanding the City's Fire Department was requesting this change.

Chairperson ELWIN stated it was not on the agenda, however, removal of parking spaces in Downtown Merced require Council authorization.

Mr. WALLER and Mr. REESE detailed the request, noting the disabled persons "loading" zone, delivery loading zone, and fire lane / no parking zone to be located on N Street between 18<sup>th</sup> Street and the alley approach before 19<sup>th</sup> Street. Mr. WALLER also stated the UC would be adding a curb cut and ramp adjacent to the handicap zone to make it accessible.

Committee Members questioned the time limit restrictions the UC was requesting for the disabled persons parking space. Chairperson ELWIN stated the City would need to do further research on applicable time limit restrictions.

**MOTION:** To tentatively approve the request for a 20-foot disabled persons space [time limitation contingent upon staff research], a 40-foot loading zone [yellow curb marking], and Fire Lane / no parking zone along N Street at 18<sup>th</sup> Street, all parking changes contingent upon Council approving the removal of the diagonal parking.

**COUNCIL ACTION REQUIRED:** Approves amending the current ordinances to remove angle parking, add disabled persons on-street parking, add a loading zone, and add a no parking zone, all along the east side of N Street north of 18<sup>th</sup> Street.

Ken Elwin Moved, Shawn Henry Seconded

**Vote:** 5-0

**Voting Aye:** Ken Elwin, Shawn Henry, Julie Nelson, Juan Olmos,  
Jacob Struble

**Absent:** None

6. Request #16-009 – Request for Temporary Street Closure of N Street at 18<sup>th</sup> Street and Sidewalk Closure along both N Street and 18<sup>th</sup> Street for the Construction of the UC Merced Downtown Campus Center Building (Leon Waller / UC Merced)

*(The University of California, Merced requests temporary closure of N Street at 18<sup>th</sup> Street and the bordering sidewalks along both N Street and 18<sup>th</sup> Street due to the planned construction of the UC Merced Downtown Campus Center building. The temporary closure is anticipated to be necessary starting June 2016 through November 2017.)*

UC Representatives WALLER and REESE described their request, noting the street closure was for the northbound lane of N Street and a portion of the alley, and explained the sidewalk closure included both 18<sup>th</sup> and N Streets to accommodate the construction activities and ensure safety of pedestrians around the construction site. Mr. WALLER presented a map of the proposed site logistics to the committee.

Chairperson ELWIN asked Mr. Waller whether the UC would have the proper detour signs during the requested construction period of June 2016 through November 2017. Mr. Waller stated the traffic plan was prepared by an outside consultant, but should be included with the construction permit application.

Committee Member NELSON questioned whether the Traffic Committee had authority for this request or if it should be referred to the City Council. Chairperson ELWIN affirmed the item would be brought before the Council for their approval.

**MOTION:** To approve the request as proposed, contingent upon City Council approval.

**COUNCIL ACTION REQUIRED:** Approve the request for temporary street and sidewalk closure.

Shawn Henry Moved, Ken Elwin Seconded

**Vote:** 5-0

**Voting Aye:** Ken Elwin, Shawn Henry, Julie Nelson, Juan Olmos,  
Jacob Struble

**Absent:** None

7. Request #16-010 – Request for Removal of No Parking Zone and Addition of Loading Zone on East 20<sup>th</sup> at G Street (Kay Flanagan)  
*(Citizen requests the existing no parking zone be modified to a loading zone on the north side of East 20<sup>th</sup> Street at G Street.)*

Citizen KAY FLANAGAN was present and detailed her request, stating she was requesting the changes on behalf of her mother [the property owner] due to parking conflicts and traffic congestion caused by large freight vehicles parking within their parking lot. Ms. FLANAGAN stated the addition of a loading zone adjacent to the property would help alleviate some, if not all, of their issues.

Committee Member OLMOS and Chairperson ELWIN agreed the cost for installation and maintenance of the yellow curb marking and sign postings would be the responsibility of the applicant. Ms. Flanagan agreed to the stipulation and was informed that City staff would be in contact with her at a later date to make arrangements.

**MOTION:** To approve the request for a yellow loading zone on East 20<sup>th</sup> Street at G Street, conditional upon the applicant paying for the installation of curb markings and applicable signs, and contingent upon Council approval.

**COUNCIL ACTION REQUIRED:** Approves amending the current ordinances to remove the no parking zone and add the loading zone on East 20<sup>th</sup> Street.

Ken Elwin Moved, Mike Miller Seconded

**Vote:** 5-0



**Voting Aye:** Ken Elwin, Shawn Henry, Julie Nelson, Juan Olmos,  
Jacob Struble

**Absent:** None

G. ADJOURNMENT

The meeting was adjourned at 3:14 pm.

By:



Jamie Cruz  
Secretary II/Recording Secretary

Approved:



Ken Elwin  
Interim City Engineer/Chairperson



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item: H.5.**

Meeting Date: 6/6/2016

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**Report Prepared by:** *Nancy Lee, Secretary II, Airport*

**SUBJECT:** Information Only - Merced Regional Airport Authority Meeting Minutes of October 14, 2015

### RECOMMENDATION

For information only.

### ATTACHMENTS

1. RAA Meeting Minutes of 10-14-15

**CITY OF MERCED  
REGIONAL AIRPORT AUTHORITY MINUTES**

**MERCED REGIONAL AIRPORT  
AIRPORT ADMINISTRATIVE OFFICE  
20 MACREADY DRIVE  
MERCED, CA**

**WEDNESDAY  
OCTOBER 14, 2015**

**A. CALL TO ORDER**

Chair John Sundgren called the meeting to order at 11:00 a.m.

**B. ROLL CALL**

Members present: John Sundgren, Alvin Osborn, Michael Bodine, Ryan Smith, and Desmond Johnston

Members absent: (two vacancies)

Staff Present: Janet E. Young and Nancy Lee

**C. WRITTEN PETITIONS AND COMMUNICATION**

None.

**D. ORAL COMMUNICATIONS**

None.

**E. CONSENT CALENDAR**

M/S/C – Bodine/Osborn motion to approve and file the minutes of August 14, 2015, as submitted.

**F. REPORTS**

**1. THIRD AMENDMENT TO LEASE AGREEMENT WITH FINELINE INDUSTRIES.**

Manager Young presented the item to approve the third amendment to the lease of airport land to Fineline Industries.

M/S/C – Bodine/Smith motion to approve the lease and to recommend approval to the City Council.

**2. AIRPORT MANAGER'S REPORT**

Manager Young summarized the August and September 2015 Manager's Reports.

**G. AUTHORITY BUSINESS**

**1. POSSIBLE INCOMPATIBLE LAND USE ACTIVITY**

No items were raised.

**2. OTHER BUSINESS FROM AUTHORITY MEMBERS**

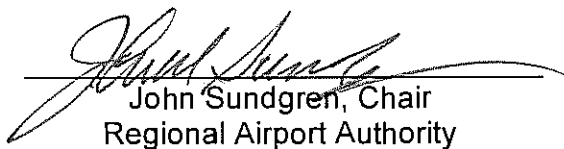
Member Johnston questioned why the Regional Airport Authority special meeting of August 26, 2015, to review the American Helicopter Inc., LLC, DBA SAS Aviation, LLC, lease agreement at the Merced Regional Airport was cancelled.

Manager Young responded that the lease building was not available for FBO business.

**H. ADJOURNMENT**

Chair Sundgren adjourned the meeting at 11:43 a.m. until the next Regional Airport Authority meeting on Tuesday, November 17, 2015, at 7:00 p.m. in the Council Chambers at 678 W 18<sup>th</sup> Street, in the Civic Center.

M/S/C – Osborn/Bodine

  
John Sundgren, Chair  
Regional Airport Authority



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item: H.6.**

Meeting Date: 6/6/2016

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**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.



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item: H.7.**

Meeting Date: 6/6/2016

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**Report Prepared by:** John Tresidder, Assistant City Clerk, City Clerk's Office

**SUBJECT:** City of Merced Legal Advertising Services

### REPORT IN BRIEF

Awards bid for publishing legal notices to the Merced County Times (Mid Valley Publications).

### RECOMMENDATION

**City Council** - Adopt a motion awarding bid for City of Merced legal advertising services to the Merced County Times newspaper.

### ALTERNATIVES

1. Award bid as recommended by staff; or,
2. Refer to staff for further study; or,
3. Take no action.

### AUTHORITY

Merced City Charter, Article IV-City Council, Section 419-Publishing of Legal Notices.

### CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Proposed Budget.

### DISCUSSION

Both the Merced Sun-Star and the Merced County Times have been adjudicated by the Merced Superior Court to be newspapers of general circulation as defined in Section 6000 of the Government Code, and therefore meet the requirements for legal advertising in Merced. The bid for legal notice advertising services in Fiscal Year 2013/2014 was awarded to the Merced County Times.

Section 419 of the Merced Municipal Code states that at least once every three (3) years, a notice shall be published inviting bids and contracts for the publication of all legal notices.

The City Clerk's Office solicited bids for advertising services from both the Merced Sun Star and the Merced County Times. Proposals were received from both newspapers prior to the deadline, as follows:



***Legal Advertising Rates:***Merced County Times

Per line rate .....\$ 0.375/line

Column Width .....1.632"

Merced Sun-Star

Per line rate .....\$ 0.50/line

Column Width.....1.556"

Difference between Quotes

Per line rate .....\$ 0.12/line

Government Code regulates the determination if a legal notice is required to be posted once or multiple times. Staff recommends awarding the bid to the Merced County Times. The City of Merced has contracted with the Merced County Times in the past and has received excellent service. Legal advertising with the Merced County Times will commence in July at the beginning of the 2016/2017 Fiscal Year.

Since there is no legal requirement limiting the City to a single publication for classified and display advertising, it is recommended that the City continue to select the newspaper of its choice for classified and display advertising, such as employment opportunities, Spring Cleanup, housing plan notices, City board/commission vacancies, etc. On many occasions the City has a need to advertise in both of these publications, as well as others, to meet our needs in these areas.

**ATTACHMENTS**

1. Request for Proposal
2. Merced County Times Proposal
3. Merced Sun Star Proposal



## REQUEST FOR PROPOSAL FOR ADVERTISING SERVICES

CITY OF MERCED

April 21, 2016

The City of Merced is seeking proposals for advertising services that include legal, classified, and display advertisements.

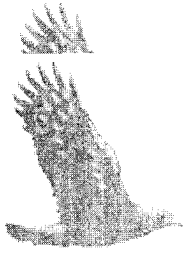
It is important that the proposal specify a per column cost, per line cost, and or per word cost where applicable. Also specify any additional cost for running the advertisements more than one time.

Please be complete and thorough in your costs so that the City may accurately compare each proposal.

If you wish to be considered for providing advertising services, please submit two (2) copies of your proposal to the City of Merced, City Clerk's Office, 678 West 18<sup>th</sup> Street, Merced, California 95340 by 2:00 p.m. on Friday, May 6, 2016. Postmarks are not acceptable. Proposals must be complete or may be rejected as non-responsive.

Proposers are advised that under Government Code Section 1126 all employees of the City of Merced are **not eligible** to bid on City contracts, to provide services or supplies to the City, or to enter into a lease or other agreements with the City. Any bids submitted by any City employee, either individually or through a partnership, corporation, or other form of business entity or association, will be rejected and may subject the employee to discipline under the City's Personnel Rules, Article XIX Section 19.02.

We look forward to receiving your proposal. If you have any questions, please contact John Tresidder in the City Clerk's Office at (209) 388-7122.



CITY OF MERCED

PH (209) 358-5311 FAX (209) 358-7108

MAY 5 16PM 2:04

PH (209) 358-5311 FAX (209) 358-7108

# Mid Valley Publications

Merced County Times • Atwater Times • Winton Times • Colusa Times • Highland Chronicle • Waterford News • Denair Dispatch

## Publishing - Advertising of Legal Notices

April 29, 2016

Prepared for: City of Merced, Purchasing Division  
678 W. 18th St.  
Merced, CA 95340

Newspaper: Merced County Times

### Mechanical Specifications

Page Specs: 13" x 23"

Once Column Equals 1.632"; two columns equals 3.431"; three columns equals 5.229"; four columns equals 7.028"; five columns equals 8.828"; six columns equals 10.625".

### Advertising in Legal Section

Per Line Cost: \$0.375

Additional Cost per Publication(s): \$0.375

### Classified Section

Per Line Cost: \$0.375

Additional Cost per Publication(s): \$0.375

### Retail Display Advertisements

Per Line Cost: \$9.95 per column inch

Additional Cost per Publication(s): \$9.95 per column inch.

We are pleased to be a preferred partner with the City of Merced in the processing of legal notices throughout many years of service. We are able to meet with City of Merced staff personally to ensure accuracy and a smooth process for notices. Most copy submissions should be done by email. We are familiar with the requirements of most official legal publishing agencies. Thank you for continuing to consider us as an efficient source for publishing important legal notices for the City of Merced.

John Derby, publisher  
Mid Valley Publications  
P.O. Box 65, Winton, CA 95388  
Office Phone: (209) 358-5311  
Email: captjohn32@gmail.com

# MERCED SUN-STAR

May 5, 2016

**Merced Sun-Star  
Bid for Advertising Services  
Proposed Rates for the City of Merced  
2016**

CITY OF MERCED

MAY 5 '16 PM 2:04

## **Legal Advertising:**

	<u>First Publication</u>	<u>Subsequent Publications</u>
Cost Per Line:	\$0.50	\$0.50
Cost Per Inch:	\$6.00	\$6.00

Flat cost of \$5.00 per notice to appear on MercedSunStar.com

Column width = 1.556"  
12 lines per vertical inch  
Font: Geometric  
Point size: 6

**The above legal advertising rates apply to the Merced Sun-Star, as well as The Atwater Signal, The Chowchilla News, The Livingston Chronicle, and The Los Banos Enterprise.**

## **Classified Advertising:**

### **Employment Advertising**

Flat cost of \$200.00 for each employment ad.

Up to 10 lines publishing up to one week (6 days)

includes a 30-day job posting on CareerBuilder.com and a 7 day posting on AfterCollege.com

### **Other Classified Advertising**

In-column line ads - \$1.00 per line

Multi-column display ads - \$10.00 per inch

## **Retail ROP Advertising:**

	<u>First Publication</u>	<u>Subsequent Publications</u>
Cost Per Inch:	\$10.00 week day \$10.00 weekend	Ads picked up to run on a Monday or Tuesday receive a 50% discount.

## **Color charges:**

Full Color - \$75.00

## **Contact Information**

### **For Classified, ROP, or Recruitment Advertisements:**

Name: Solie Magsalay  
Direct Line: 209-385-2410  
Fax: 209-385-2468  
Email: [smagsalay@mercedsun-star.com](mailto:smagsalay@mercedsun-star.com)

### **For Legal Notices:**

Name: Cynthia McNamara  
Direct Line: 209-578-2049  
Fax: 209-578-2046  
Email: [legals@mercedsun-star.com](mailto:legals@mercedsun-star.com)

## **Legal and Classified Advertising Deadlines**

### ***Merced Sun-Star***

<b>Day of Publication</b>	<b>Deadline</b>	
Monday	Wednesday Prior	3:00pm
Tuesday	Thursday Prior	3:00pm
Wednesday	Monday Prior	3:00pm
Thursday	Tuesday Prior	3:00pm
Friday	Wednesday Prior	3:00pm
Saturday	Wednesday Prior	3:00pm

### ***Los Banos Enterprise***

<b>Day of Publication</b>	<b>Deadline</b>	
Friday	Tuesday Prior	3:00pm

### ***Atwater Signal and Livingston Chronicle***

<b>Day of Publication</b>	<b>Deadline</b>	
Saturday	Thursday of the <i>prior week</i>	3:00pm

### ***Chowchilla News***

<b>Day of Publication</b>	<b>Deadline</b>	
Wednesday	Wednesday prior	5:00pm

## AUDIT REPORT

### Community Newspaper

Audited Every Other Year

## MERCED SUN-STAR

Merced (Merced County), California

24 months ended September 30, 2015

	Avg Mon-Fri	Sat
<b>EXECUTIVE SUMMARY</b>	<b>14,367</b>	<b>16,676</b>
Print Newspaper	12,059	15,799
Digital Editions	2,308	877
<b>TOTAL AVERAGE CIRCULATION</b>	<b>14,367</b>	<b>16,676</b>
<b>1A. TOTAL AVERAGE CIRCULATION</b>		
<b>Paid Circulation</b>		
<b>Individually Paid Circulation</b>		
Home Delivery and Mail		
Print	7,949	8,647
Digital	386	351
Joint Distribution	24	2,040
Single Copy Sales	834	1,356
<b>Total Average Individually Paid Circulation</b>	<b>9,193</b>	<b>12,394</b>
<b>Business/Traveler Paid Circulation</b>		
Hotel Distribution - Room/Lobby Copies	54	57
<b>Total Average Business/Traveler Paid Circulation</b>	<b>54</b>	<b>57</b>
<b>Total Average Paid Circulation</b>	<b>9,247</b>	<b>12,451</b>
<b>Qualified Circulation</b>		
<b>Home Delivery</b>		
Requested	10	3,577
Targeted	2,373	
<b>Total Average Home Delivery</b>	<b>2,383</b>	<b>3,577</b>
<b>Single Copy</b>		
Educational Copies		
Digital	1,922	526
Employee/Independent Contractor	102	104
Retail/Business	713	18
<b>Total Average Single Copy</b>	<b>2,737</b>	<b>648</b>
<b>Total Average Qualified Circulation</b>	<b>5,120</b>	<b>4,225</b>
<b>TOTAL AVERAGE CIRCULATION</b>	<b>14,367</b>	<b>16,676</b>

### Audience Snapshot

#### WEBSITE USAGE: Total Activity

September  
2015

Total Unique Browsers 329,926

Page Impressions/Views 1,645,360

Source: Adobe Analytics, See Explanatory

Note: Publisher also reports additional digital metrics, See Explanatory

### Publishing Plans

**MERCED SUN-STAR**  
www.mercedsun-star.com

Frequency: Monday through Saturday  
Delivery Vehicle(s): Print, online, mobile  
Primary Circulation Classification: Paid  
Website(s): www.mercedsun-star.com

01-0310-0

# **AUDIT STATEMENT**

	Avg Mon-Fri			Sat		
	Publisher's		Difference	Publisher's		Difference
	Audited Circulation	Statement Claim		Audited Circulation	Statement Claim	
Merced Sun-Star	14,367	14,367		16,676	16,676	
Total Average Circulation	14,367	14,367		16,676	16,676	

## **2. BASIC PRICES as of September 30, 2015 (subscription sales based on 52 weeks/1 year)**

Frequency	Home Delivery			Single Copy		Mail
	Print	Digital Replica	Digital Nonreplica	Print	Print	
Mon-Sat	\$446.15	\$99.95	\$99.95			\$446.15
Mon-Fri				\$0.75		
Wkend Plus	\$251.16					
Sat Plus	\$199.16			\$1.50		



### 3. ACTUAL ONE-DAY GROSS DISTRIBUTION AND AVERAGE PROJECTED CIRCULATION AVERAGES BY COUNTIES:

Wed, August 26, 2015; Sat, August 22, 2015.

(OH's) Occupied Households - #1-1-15 The Nielsen Company (U.S.), Inc.

State County	Wed										Sat									
	Merced Sun-Star										Merced Sun-Star									
	OH's #1-1-15 Estimate	Home Delivery & Mail	Single Copy Sales	Business/ Traveler	Total Paid	Qualified	Total	Avg Mon-Fri Avg. Proj. Circ.*	Hshld. Cov.	Home Delivery & Mail	Single Copy Sales	Business/ Traveler	Total Paid	Qualified	Total	Sat Avg. Proj. Circ.*	Hshld. Cov.			
CALIFORNIA																				
MADERA	44,365	66			66	2	68	35	0.1%		557			557	5	562	559	1.3%		
MARIPOSA	7,730	89	52		141		141	73	0.9%		100	75		175		175	174	2.3%		
MERCED	78,172	6,787	926	28	7,741	15,353	23,094	11,888	15.2%		8,743	1,353	30	10,126	4,830	14,956	14,882	19.0%		
Miscellaneous Counties		34	10		44	80	124	63			156	29		185		185	184			
TOTAL IN CALIFORNIA		6,976	988	28	7,992	15,435	23,427	12,059			9,556	1,457	30	11,043	4,835	15,878	15,799			
TOTAL PRINT CIRCULATION		6,976	988	28	7,992	15,435	23,427	12,059			9,556	1,457	30	11,043	4,835	15,878	15,799			
DIGITAL REPLICA CIRCULATION		221			221	1,033	1,254	2,021			179			179	501	680	615			
DIGITAL NONREPLICA CIRCULATION		308			308		308	287			286			286		286	262			
TOTAL AVERAGE CIRCULATION		7,505	988	28	8,521	16,468	24,989	14,367			10,021	1,457	30	11,508	5,336	16,844	16,676			

#County occupied household estimates appearing in AAM reports are obtained from The Nielsen Company (U.S.), Inc. The Nielsen Company (U.S.), Inc. estimates are intended for your company's use during its normal course of business, and, while the information may be provided to third parties during such course of business, it may not be sold or sub-licensed to third parties or electronically integrated into third party systems without the prior written consent of The Nielsen Company (U.S.), Inc.

\*Arrived at by relating actual gross distribution figures to average circulation for the period covered by this report.

**3A. CIRCULATION BY ZIP CODES RECEIVING 25 OR MORE COPIES:**

SOURCE - U.S. ZIP Code Directory, #1-1-15 The Nielsen Company (U.S.), Inc., See Par. 4.

STATE ZIP Code	Wed Merced Sun-Star										Sat Merced Sun-Star							
	OH's #1-15 Estimate	Home Delivery & Mail	Single Copy Sales	Business/ Traveler	Total Paid	Qualified	Total	Avg		Home Delivery & Mail	Single Copy Sales	Business/ Traveler	Total Paid	Qualified	Total	Sat		
								Mon-Fri Avg. Proj. Circ.	Hshld. Cov.							Avg. Proj. Circ.	Hshld. Cov.	
CALIFORNIA																		
93610	Chowchilla	5,370	66			66	2	68	35	0.7%	557			557	5	562	559	10.4%
93620	Dos Palos	3,103	101	30		131	517	648	334	10.8%	162	60		222		222	221	7.1%
93635	Los Banos	11,823	153	48		201	2,461	2,662	1,370	11.6%	1,309	94		1,403	6	1,409	1,402	11.9%
95301	Atwater	12,096	1,484	140	5	1,629	2,211	3,840	1,977	16.3%	1,699	248	5	1,952		1,952	1,942	16.1%
95315	Delhi	3,376		16		16	710	726	374	11.1%							0	0.0%
95333	Le Grand	764	128	20		148	404	552	284	37.2%	140	20		160		160	159	20.8%
95334	Livingston	4,038	203	58		261	1,613	1,874	965	23.9%	241	85		326		326	324	8.0%
95338	Mariposa	4,568	89	52		141		141	73	1.6%	100	75		175		175	174	3.8%
95340	Merced	12,022	2,365	377	23	2,765	2,560	5,325	2,741	22.8%	2,551	538	25	3,114	2,496	5,610	5,582	46.4%
95341	Merced	8,529	776	31		807	3,059	3,866	1,990	23.3%	867	30		897	69	966	961	11.3%
95348	Merced	10,474	1,186	166		1,352	331	1,683	866	8.3%	1,340	215		1,555	2,259	3,814	3,795	36.2%
95365	Planada	1,063	101			101	915	1,016	523	49.2%	112			112		112	111	10.4%
95369	Snelling	342	74	12		86		86	44	12.9%	76	20		96		96	96	28.1%
95388	Winton	3,370	216	28		244	572	816	420	12.5%	246	43		289		289	288	8.5%
Miscellaneous ZIP Codes			34	10		44	80	124	63		156	29		185		185	185	
TOTAL PRINT CIRCULATION			6,976	988	28	7,992	15,435	23,427	12,059		9,556	1,457	30	11,043	4,835	15,878	15,799	
DIGITAL REPLICA CIRCULATION			221			221	1,033	1,254	2,021		179			179	501	680	615	
DIGITAL NONREPLICA CIRCULATION			308			308		308	287		286			286		286	262	
TOTAL AVERAGE CIRCULATION			7,505	988	28	8,521	16,468	24,989	14,367		10,021	1,457	30	11,508	5,336	16,844	16,676	

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#### 4. EXPLANATORY - OTHER:

##### REPORT ENDING DATE

September 27, 2015

##### DIGITAL CIRCULATION

Digital circulation reported in Par. 1 is comprised of the following:

	Avg Mon-Fri	Sat
Digital Replica	2,021	615
Digital Nonreplica	287	262

##### JOINT DISTRIBUTION AGREEMENT

Joint Distribution represents copies served to subscribers of the CHOWCHILLA NEWS, Chowchilla, CA and the LOS BANOS ENTERPRISE, Los Banos, CA who have been notified that established prices for their subscription include service of this publication on Friday or Saturday and that no other service options are offered to them.

##### PUBLISHER'S RETURN POLICY

Fully Returnable.

##### THE NIELSEN COMPANY (U.S.), INC. ESTIMATES

County occupied household estimates appearing in AAM reports are obtained from The Nielsen Company (U.S.), Inc. The Nielsen Company (U.S.), Inc. estimates are intended for your company's use during its normal course of business, and, while the information may be provided to third parties during such course of business, it may not be sold or sub-licensed to third parties or electronically integrated into third party systems without the prior written consent of The Nielsen Company (U.S.), Inc.

##### AGE OF SOURCE ANALYSIS OF QUALIFIED HOME DELIVERY - REQUESTED CIRCULATION

The following is an analysis of the Qualified Home Delivery - Requested Circulation from the February 6, 2016 issue. The analysis represents the age of opt-in request for that day's newspaper recipients.

Less than 1 year	4,263
1 to 2 years	20
2 to 3 years	13
More than 3 years	14
Total	<u>4,310</u>

##### QUALIFIED RETAIL/BUSINESS

Included in Qualified Retail/Business are copies distributed through publisher-maintained venues. Verification is made of distribution to location only, and not of actual pick-up.

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#### 4. EXPLANATORY - OTHER: (Continued)

##### CROSS-MEDIA Explanatory:

Additional Digital Metrics: Monthly detail and additional metrics available in the AAM Media Intelligence Center.

As reported on the March, June and September 2015 Quarterly Data Report & Media Intelligence Center

Average 9 months ended September 30, 2015

	Web/Mobile Adobe Analytics
Unique Users/Browsers/Devices	386,080
Page Impressions/ Views	1,950,627

Domains included in Website Usage:

Adobe Analytics: Merced Sun-Star: Phone APP, Marced Sun-Star: Tablet APP, markets.financialcontent.com/\*mercedsun-star\*, mercedsunstar.findnsave.com, mercedsunstar.mycapture.com, www.careerbuilder.com/\*cbmc\_mss\*, www.homefinder.com/\*ca\*, www.legacy.com/\*mercedsunstar\*, www.legalnotice.org/\*mercedsun-star\*, www.losbanosenterprise.com, www.mercedsunstar.com, www.thechowchillanews.com.

Digital Definitions:

Unique Users: A measurement of unique individuals that have accessed the digital content of a site during the measurement period reported. Unique users can be identified by user registration, cookies, or through panel-based measurement services (i.e., comScore or Nielsen).

Unique Browser: A measurement of unduplicated cookie browsers that accessed the digital content of a site during the measurement period reported. In the absence of a cookie, the combination of the IP address and user-agent string may be used to measure a unique browser. For numerous reasons, a unique browser does not represent a unique individual.

Unique Device: A measurement of the number of unique devices (i.e., unduplicated) used to access digital content or advertising during a measurement period.

Page Impressions: The combination of one or more files presented to a browser as a single document as a result of a single request received by the server, and is recorded at a point as late as possible in the process of delivery of the content to the user's browser, therefore closest to the actual opportunity to see the content by the user. In effect, one request by a browser should result in one page impression being reported. The counted page impression may not necessarily be in focus or visible in the user's browser.

**Deanna Whitmore, Advertising Director**  
Telephone (209) 385-2498 Fax: (209) 723-2226  
3033 North G Street  
Merced, CA 95340  
e-mail: dwhitmore@mercedsun-star.com

To Members of the Alliance for Audited Media:

We have examined the circulation records and other data presented by this publication for the period covered by this report. Our examination was made in accordance with the AAM's Bylaws and Rules, and included such tests and other audit procedures as we considered necessary under the circumstances.

In our opinion, the total average circulation for the period shown is fairly stated in this report, and the other data contained in this report are fairly stated in all respects material to average circulation.

***Alliance for Audited Media***

# MERCED SUN-STAR

[www.mercedsunstar.com](http://www.mercedsunstar.com)

## Subscriptions/ Distribution Numbers 2016

### Total Market Coverage within City of Merced:

#### Merced Sun-Star, Yes, Vida & MVP

Publication	Type	Mon	Tues	Wed	Thur	Fri	Sat	Total Dist.	Readership Multiply by 2.5
Merced Sun-Star	Paid	8135	8135	8160	8375	8408	11174	52387	130967
Los Banos Enterprise	Paid					2584		2584	6460
Atwater Signal	Non-Sub						15106		
Livingston Chronicle	Non-Sub						5108		
Chowchilla News	Paid			1037				1037	2592
Find-N-Save	Non-Sub			76693					
Yes!	Opt in						4926		
Vida en el Valle Bilingual	Opt in			15429					

# 2016

# ROP Deadlines & Size Information

## Deadlines

Publication	Pub Date	Space/Copy	Camera-Ready
Merced Sun-Star	Monday Tuesday Wednesday Thursday Friday Saturday	Wednesday, noon Thursday, noon Friday, noon Monday, noon Tuesday, noon Wednesday, noon	Friday, 9am Monday, 9am Tuesday, 9am Wednesday, 9am Thursday, 9am Friday, 9am
Atwater Signal	Saturday	Monday, noon	Wednesday, 9am
Livingston Chronicle	Saturday	Monday, noon	Wednesday, 9am
Chowchilla News	Wednesday	Thursday, 5pm	Monday, 5pm
Find-N-Save (TMC)	Wednesday	Tuesday, prior, 5pm	Wednesday prior, 5pm
Los Banos Enterprise	Friday	Tuesday, 2pm	Thursday, 9am
Vida En El Valle	Wednesday	Thursday, 5pm	Friday, noon
YES!	Saturday	Friday week prior, noon	Tuesday, noon

Deadlines subject to change. Please contact your advertising representative for most up-to-date information.

## Sizes

Column	Width	Broadsheet Sizes		Tabloid	
1	1.556"	Full Page	9.889" x 20.7"	Full Page	9.889" x 9.889"
2	3.222"	Half Page	9.889 x 10.5"	Half Page	9.889 x 4.889"
3	4.889"		4.889" x 20.7"		4.889" x 9.889"
4	6.556"	Quarter Page	4.889" x 10.5"	Quarter Page	4.889" x 4.889"
5	8.222"	Eighth Page	4.889" x 5.25"	Eighth Page	4.889" x 2.38"
6	9.889"	Double Truck	20.566"x 20.7"	Double Truck	21.126" x 9.889"

*Tradition delivers us to your door,  
innovation delivers us everywhere else.*

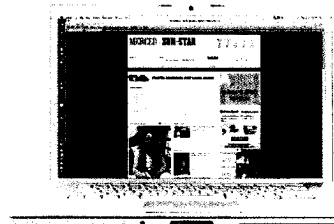
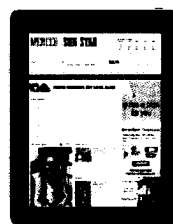
**Merced Sun-Star**

3033 North G St. Merced, CA 95340 (209) 385-2443

[www.mercedsunstar.com/advertising](http://www.mercedsunstar.com/advertising)

Rates effective through Dec. 31, 2016

121



MESEN14005



## ADMINISTRATIVE REPORT

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**Agenda Item: H.8.**

Meeting Date: 6/6/2016

---

**Report Prepared by:** Janet German, Secretary III, Fire

**SUBJECT:** Contract Amendment for Application Hosting and Technology Support Services

### REPORT IN BRIEF

Amend the contract with Xerox Government Systems, LLC (Xerox) to include "Platinum" premium support in the amount of \$4,800.

### RECOMMENDATION

**City Council** - Adopt a motion approving the contract amendment for Xerox's "Platinum" premium support in the amount of \$4,800; and, authorizing the City Manager to execute the necessary documents.

### ALTERNATIVES

1. Approve as recommended; or,
2. Approve, subject to amendments; or,
3. Deny; or,
4. Continue to a future meeting.

### AUTHORITY

Charter of the City of Merced, Section 200.

### CITY COUNCIL PRIORITIES

Public Safety, as provided for in the FY 15/16 Adopted Budget.

### DISCUSSION

The Merced Fire Department (MFD) utilizes Xerox's FireHouse (FH) Software as its fire and Emergency Medical Services records management system. Since acquisition of the software, the MFD has expanded its use of the software into many different fronts (business inspections, inventory management, tracking, and data analysis). Most recently, to create time efficiencies, staff began a pilot project utilizing iPads to document inspections. To avoid any learning curves during the iPad pilot project, the MFD utilized Xerox's "Platinum" premium support on a trial basis and at no cost to the department. Based upon MFD's experience, one of the primary benefits derived was the assignment of a Dedicated Account Coordinator (DAC)". The DAC is a highly knowledgeable technical support liaison who expedites any issues encountered, and during our pilot project, it was evident that the benefits derived from the utilization of a DAC would far outweigh its cost. It is anticipated that the DAC can further assist us in developing other methodologies to create further



efficiencies in time and cost to the department.

### **IMPACT ON CITY RESOURCES**

Funding is available within the Adopted Fiscal Year 15/16 budget in 001-0901-522.17-00 Professional Services.

### **ATTACHMENTS**

1. Agreement for Application Hosting and Technology Support Services
2. Amendment to Agreement for Application Hosting and Technology Support Services
3. FH Support Program Brochure

## **Contract/Agreement**

**Council Date** 12/16/2013

**Council Item #**

**Vendor Name** ACS GOVERNMENT INC.

**Project/Service** 5 YR AGREEMENT FOR INTERNET HOSTING AND SUPPORT SERVICES

**Comments**

**Clerk Office Date** 12/3/2013

**City Attorney Date** 12/3/2013

**Finance Date** 2/3/55

**City Manager Date**

**Deputy City Clerk Date**

**E-Mailed Date**

***Please sign and return to  
Jamie Fanconi ext. 6202  
in the City Clerk's Office***

**Clerk Review Date:** APPROVED JAN 22 2014

**City of Merced**  
**TRANSMITTAL FOR CONTRACT/AGREEMENT APPROVAL**

Contract No.: \_\_\_\_\_ (# will be assigned by City Clerk's Office after all documentation has been obtained)  
Distribution: Original Contract - Filed in the City Clerk's Office  
Duplicate Originals - Returned to Originating Department

Date Submitted: 12/1/13 Council Meeting Date (if applicable): 12/16/13

Contact Name & Extension: Janet German/6982 Submitting Dept.: Fire (901)

**Purpose of the Contract:**

Five year agreement enabling the department to enter into information technology hosting and support services for our records management software.

**Note: The following require City Council approval:**

- Non-Public Works Contracts in Excess of \$26,000 or Public Work Contracts in Excess of \$58,575; or
- Amendments Exceeding the Accumulated Contract Amount of 25% or More

New Contract: ☒ Amendment No.: \_\_\_\_\_ Change Order No.: \_\_\_\_\_

Contractor/Vendor Name: ACS Government Systems, Inc.

Contractor/Vendor E-mail: jim.brandariz@firehousesoftware.com

Verification of Business License: ☐ Business License No.: \_\_\_\_\_ Misc. Receivable Acct. No.: \_\_\_\_\_

Funds available in the Budget?: ☒ Yes ☐ No ☐ Does Not Require Budget Funds

If No: Dept. Prepared Budget Transfer Form **OR** Admin. Report Appropriating Funds (*attach copy*)

Account No(s): 001-0901-522.17-00

**Original Contract**

Amount: \$ \$39,791.90 1st Amendment: \$ \_\_\_\_\_

Date of Original Contract: 11/01/2013 2nd Amendment: \$ \_\_\_\_\_  
(Council Meeting date if requires Council approval.)

3rd Amendment: \$ \_\_\_\_\_

Beginning Date: 11/01/2013 Expiration Date: 10/31/2018

**Required Attachments:**

☐ Certificate of Insurance ☐ Labor & Material Bond ☐ Warranty Bond  
☐ W-9 (or substitution) ☐ Faithful Performance Bond ☒ Admin. Report (if applicable)  
Other: \_\_\_\_\_

**Note:** Please be sure all blanks have been filled in, all exhibits are attached, and the contract has been signed by the contractor/vendor and City Attorney's Office before submitting to the City Clerk's Office for routing.

**Department Head**

Signature: \_\_\_\_\_ Date: 12/1/13

**City Clerk's Office Checklist:**

<input type="checkbox"/> Dept. Head Signature on Form	<input type="checkbox"/> Admin. Report Attached	<input type="checkbox"/> Applicable Bond(s)
<input type="checkbox"/> Contractor/Vendor Signature	<input type="checkbox"/> Finance Dept. Signature	<input type="checkbox"/> City Manager's Signature
<input type="checkbox"/> City Attorney's Dept. Signature	<input type="checkbox"/> Insurance Certificate(s)	<input type="checkbox"/> Deputy City Clerk Signature
<input type="checkbox"/> Logged into Databases	<input type="checkbox"/> Council Approval Verification	<input type="checkbox"/> Image & File Contract

Updated 7/31/12

# City of Merced

## TRANSMITTAL FOR CONTRACT/AGREEMENT APPROVAL

Contract No.: \_\_\_\_\_ (# will be assigned by City Clerk's Office after all documentation has been obtained)  
Distribution: Original Contract - Filed in the City Clerk's Office  
Duplicate Originals - Returned to Originating Department

Date Submitted: 12/1/13 Council Meeting Date (if applicable): 12/16/13

Contact Name & Extension: Janet German/6982 Submitting Dept.: Fire (901)

Purpose of the Contract:

HIPAA Business Associate Agreement works in tandem with the information technology hosting and support services agreement and provides the department to be HIPAA compliant.

**Note:** The following require City Council approval:

- Non-Public Works Contracts in Excess of \$26,000 or Public Work Contracts in Excess of \$58,575; or
- Amendments Exceeding the Accumulated Contract Amount of 25% or More

New Contract: ☒ Amendment No.: \_\_\_\_\_ Change Order No.: \_\_\_\_\_

Contractor/Vendor Name: ACS Government Systems, Inc.

Contractor/Vendor E-mail: jim.brandariz@firehousesoftware.com

Verification of Business License: ☐ Business License No.: \_\_\_\_\_ Misc. Receivable Acct. No.: \_\_\_\_\_

Funds available in the Budget?: ☐ Yes ☐ No ☒ Does Not Require Budget Funds

If No: Dept. Prepared Budget Transfer Form **OR** Admin. Report Appropriating Funds (*attach copy*)

Account No(s): \_\_\_\_\_

Original Contract

Amount: \$ \_\_\_\_\_ 1st Amendment: \$ \_\_\_\_\_

Date of Original Contract: \_\_\_\_\_ 2nd Amendment: \$ \_\_\_\_\_

(Council Meeting date if requires Council approval.)

3rd Amendment: \$ \_\_\_\_\_

Beginning Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### Required Attachments:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Certificate of Insurance | <input type="checkbox"/> Labor & Material Bond     | <input type="checkbox"/> Warranty Bond                                     |
| <input type="checkbox"/> W-9 (or substitution)    | <input type="checkbox"/> Faithful Performance Bond | <input checked="" type="checkbox"/> Admin. Report ( <i>if applicable</i> ) |
| Other: _____                                      |  |  |

**Note:** Please be sure all blanks have been filled in, all exhibits are attached, and the contract has been signed by the contractor/vendor and City Attorney's Office before submitting to the City Clerk's Office for routing.

Department Head

Signature: \_\_\_\_\_ Date: 12/1/13

### City Clerk's Office Checklist:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Dept. Head Signature on Form    | <input type="checkbox"/> Admin. Report Attached        | <input type="checkbox"/> Applicable Bond(s)          |
| <input type="checkbox"/> Contractor/Vendor Signature     | <input type="checkbox"/> Finance Dept. Signature       | <input type="checkbox"/> City Manager's Signature    |
| <input type="checkbox"/> City Attorney's Dept. Signature | <input type="checkbox"/> Insurance Certificate(s)      | <input type="checkbox"/> Deputy City Clerk Signature |
| <input type="checkbox"/> Logged into Databases           | <input type="checkbox"/> Council Approval Verification | <input type="checkbox"/> Image & File Contract       |

Updated 7/31/12

## **AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES**

This Agreement for Application Hosting and Technology Support Services (hereinafter the “Agreement”) is entered into by and between City Of Merced Fire Department with offices located at 99 E 16th Street Merced, CA 95340 (hereinafter “Customer”), and Xerox Government Systems, LLC, with offices located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (hereinafter “Xerox”), referred to individually as Party and collectively as Parties.

### **1.0 BACKGROUND AND OBJECTIVES**

This Agreement is entered into in connection with Customer’s decision to engage Xerox to provide certain information technology hosting and support services related to Customer’s business operations. This Agreement and the Exhibits set forth all terms and conditions governing the relationship between Xerox and Customer.

### **2.0 TERM**

The term of this Agreement (the “Term”) will be for 5 years, from 3/1/2014 to 2/28/2019, unless earlier terminated or renewed in accordance with the provisions of this Agreement.

### **3.0 SERVICES**

Xerox shall provide all services, personnel, materials, equipment, and tools (hereinafter jointly referred to as the “Services”) as set forth in Exhibit A – Statement of Work, attached hereto and made a part hereof. The Statement of Work constitutes the minimum quantity and level of services and deliverables to be provided in connection with this Agreement. Supplemental services may be procured by Customer in accordance with 4.0 hereof.

### **4.0 SUPPLEMENTAL SERVICES**

Any effort, which does not fall within the Statement of Work set forth in Exhibit A, will be subject to the change order process. Xerox will be responsible for assisting Customer in defining, documenting and quantifying the change order. A detailed change order proposal will be prepared by Xerox and submitted to Customer for its review and approval. Customer will be responsible for timely turnaround of a decision on the approval of the change order request. All terms and conditions of the change order proposal (including any applicable payment terms) will be incorporated into a Supplemental Service Agreement (“SSA”). Xerox will not be required to perform activities that are not specifically stated in the Statement of Work without a fully executed SSA signed by both Parties.

### **5.0 CONFIDENTIALITY**

#### **5.1 Customer Confidential Information**

With respect to information relating to Customer’s business which is confidential and clearly so designated (“Customer Confidential Information”), Xerox will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar information of Xerox which Xerox regards as confidential. However, Xerox shall not be required to

keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Xerox's possession; (iii) is independently developed by Xerox outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, Xerox shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Xerox in the course of its services hereunder.

## **5.2 Xerox Confidential Information**

Customer agrees that Xerox's methodologies, tools, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Xerox, which may be disclosed to the Customer, are confidential and proprietary information ("Xerox Confidential Information"). With respect to Xerox Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Customer regards as confidential. However, Customer shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Customer's possession; (iii) is independently developed by the Customer outside the scope of this Agreement and without any reliance on Xerox Confidential Information; or (iv) is rightfully obtained from third parties.

## **5.3 Use of Confidential Information**

Xerox and Customer shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, Xerox permitted subcontractors, or Customer's permitted consultants on a need-to-know basis, without the other Party's prior written consent.

## **6.0 INTELLECTUAL PROPERTY RIGHTS**

### **6.1 Customer Content**

All data created or transmitted by Customer and stored on Xerox servers as part of the Services ("Customer Data") shall at all times be owned by Customer. Xerox shall not own or have any interest rights in the Customer Data. Except as instructed by Customer directly or indirectly through instructions provided to the servers through Customer's use of the Xerox Software, Xerox shall treat Customer Data as Customer Confidential Information. Xerox will upon (i) request of Customer at any time, and (ii) the cessation of all Termination/Expiration Assistance, promptly return to Customer, in the format and on the media in use as of the date of the request, all or any requested portion of the Customer Data. Archival tapes containing any Customer Data will be used by Xerox solely for back-up purposes. Any conversion of data for porting to other applications will not be provided under this contract. All Customer Data on servers will be destroyed on Termination/Expiration of contract.

### **6.2 Proprietary Rights of Xerox**

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by Xerox or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by Xerox to provide the Services to Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other

proprietary rights inherent therein and appurtenant thereto (collectively “Xerox Materials”) shall remain the sole and exclusive property of Xerox or its suppliers. Customer acknowledges and agrees that Xerox is in the business of designing and hosting Web-based applications and Xerox shall have the right to provide services to third parties which are the same or similar to the Services and to use any Xerox Materials providing such services.

### **6.3 License Grant**

Xerox grants Customer a non-exclusive license throughout the Term to perform, display, transmit, participate in the transfer of Customer Data and otherwise use the Xerox Materials for the purposes of performing this Agreement. Customer shall have no residual rights to the Xerox Materials beyond the term of this Agreement. Customer grants Xerox the right to maintain administrative access to the Customer Data during the Term for purposes of performing this Agreement.

## **7.0 INSURANCE; RISK OF LOSS**

### **7.1 Required Insurance Coverage**

Throughout the Term, Xerox shall, at its own expense, carry and maintain at least the kinds and minimum amounts of insurance listed below.

1. **Workers’ Compensation Insurance:** As required by law.
2. **Commercial General Liability Insurance:** with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Upon request Xerox will furnish proof of coverage, in the form of a standard certificate of insurance, to the Customer’s Procurement Officer within ten (10) days of contract execution. If any material policy changes occur during the life of contract, Xerox shall provide updated proof of coverage, in the form of standard certificates of insurance, to Customer in a timely manner.

### **7.2 Risk of Loss**

As of the effective date, each Party will be responsible for risk of loss of, and damage to, any equipment, software or other materials in its possession or under its control.

## **8.0 CHARGES**

### **8.1 Charges**

Subject to the other provisions of this Agreement, Customer will pay to Xerox the amounts set forth in Exhibit B – Applicable Charges, attached hereto and made a part hereof. Services performed in connection with an authorized SSA may be performed either on a time and material (T&M) or fixed fee basis as specified in the SSA. The charges applicable during each renewal term will be mutually agreed to by the Parties and incorporated to this Agreement as an SSA.

## **8.2 Taxes**

- (a) Xerox will pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by Xerox in connection with the Services if applicable.
- (b) Customer will pay when due any sales, use, excise, value-added, services, consumption, or other tax imposed by any taxing jurisdiction as of the effective date on the provision of the Services or any component thereof, as the rate of such tax may change from time to time during the applicable Term. If applicable, such taxes will be in addition to the Applicable Charges listed in Exhibit B.
- (c) If any taxing jurisdiction imposes after the effective date a new sales, use, excise, value-added, services, consumption, or other tax on the provision of the Services or any component thereof, the Parties will cooperate in attempting to reduce the amount of such tax to the maximum extent feasible. Customer will be liable for any such new tax, which is imposed on the Charges for the provision of the Services, or any component thereof.

## **9.0 INVOICES AND PAYMENT**

### **9.1 Invoices and Payment**

Xerox will issue to Customer, on an annual basis, one (1) invoice for all amounts due with respect to services to be rendered and products to be delivered in the following calendar year. Payment terms for materials and services will be as specified in Exhibit B. Each invoice will separately state all applicable charges, reimbursable expenses and taxes payable. Invoices delivered pursuant to this Section 9.1 will be due and payable within thirty (30) days after invoice issuance, unless other payment terms are mutually agreed to. All periodic charges for any partial year under this Agreement and any applicable authorized SSA shall be prorated.

Invoices shall be submitted to:

City Of Merced Fire Department  
99 E 16th Street  
Merced, CA 95340

Attn: Janet German

## **10.0 WARRANTIES**

### **10.1 Xerox Warranties**

Xerox warrants that all services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1, Xerox DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE,





REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

## **10.2 Disclaimed Warranties**

Xerox exercises no control over, and accepts no responsibility for, the content of the information passing through Xerox host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Customer, Xerox shall perform regular daily backup of all Customer Data. Xerox shall use commercially reasonable efforts to recover any lost or corrupted data resulting from Xerox negligence. Should Xerox be unable to recover such lost or corrupted data, Xerox' responsibility and liability for the loss of Customer Data shall be limited to restoring the data to the last required daily back up. Further, Xerox and its suppliers are not liable for any temporary delay, outages or interruptions of the Services.

## **10.3 Customer Warranties**

Customer warrants, represent and covenants to Xerox that: (a) Customer will use the Services only for lawful purposes and in accordance with this Agreement; (b) all Customer content, including the Customer Data, does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

## **11.0 INDEMNIFICATION**

Xerox will protect, defend, indemnify, and save whole and harmless the Customer and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Customer relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (b) Any third party claim brought against Customer relating to the willful or fraudulent misconduct of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Customer relating to an actual infringement of any United States patent, copyright, or any actual trade secret disclosure, by Xerox, its employees, contractors or agents in connection with the performance of the Services.

Xerox will have a right of contribution from Customer with respect to any claim to the extent Customer is responsible for contributing to the alleged injury.

## **12.0 LIMITATION OF LIABILITY**



#### **12.1 Limit on Types of Damages Recoverable**

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **12.2 Limit on Amount of Direct Damages Recoverable**

EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE U.S. DOLLAR EQUIVALENT OF THE TOTAL AMOUNT OF SERVICES PURCHASED BY THE CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE EITHER PARTY IS NOTIFIED BY THE OTHER OF ANY CLAIM. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CUSTOMER UNDER THE AGREEMENT.

#### **12.3 Force Majeure**

- (a) Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure is caused, directly or indirectly, without fault by such Party, by: fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other cause beyond the reasonable control of such Party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."
- (b) Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such Party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

#### **12.4 Actions of Other Party or Third Parties**

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, failures caused by the other Party or by third party suppliers, subcontractors, and carriers. The Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

### **13.0 TERMINATION**

### **13.1 Termination for Cause**

- (a) Customer will have the option, but not the obligation, to terminate this Agreement for Cause for any material breach of the Agreement by Xerox that is not cured by Xerox within thirty (30) days of the date on which Xerox receives Customer's written notice of such breach, or if a cure cannot reasonably be fully completed within 30 days, a later date, provided Xerox has provided a plan acceptable to Customer for such cure. Customer will exercise its termination option by delivering to Xerox written notice of such termination identifying the scope of the termination and the termination date.
- (b) Xerox will have the option, but not the obligation, to terminate this Agreement if Customer fails to pay when due undisputed amounts owed to Xerox, and Customer fails to cure such failure within sixty (60) days after receipt from Xerox of written notice from Xerox.

### **13.2 Effect of Termination**

Termination of this Agreement for any reason under this Section 13.0 will not affect (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

## **14.0 APPLICABLE LAW, JURISDICTION, VENUE, AND REMEDIES**

### **14.1 Applicable Law**

All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of California.

### **14.2 Jurisdiction and Venue**

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located in State of California and irrevocably agree that all actions or proceedings relating to this Agreement, will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

### **14.3 Equitable Remedies**

The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, or (ii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

## **15.0 MISCELLANEOUS**



### **15.1 Customer Provided Resources and Technical Working Environment**

Customer shall provide Xerox resources with reasonable access to Customer facilities, as well as secure storage areas for materials, equipment and tools. Other specific resource needs may be identified following contract award and will be commensurate with the level of effort required under the Statement of Work.

### **15.2 Binding Nature and Assignment**

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, that either may assign its rights and obligations under this Agreement to an affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that Party if such Affiliate or entity can demonstrate to the reasonable satisfaction of the other Party that it has the ability to fulfill the obligations of the assigning Party under this Agreement (and in the case of assignment by Customer, such third party agrees to pay any charges imposed by third parties relating to such assignments). No assignment by a Party will relieve such Party of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns.

### **15.3 Amendment and Waiver**

No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

### **15.4 Further Assurances; Consents and Approvals**

Each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval, such Party will act reasonably and in good faith and (unless the Agreement expressly allows exercise of a Party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

### **15.5 Severability**

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

### **15.6 Entire Agreement**

This Agreement, including the Exhibits thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements,

understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

### **15.7 Notices**

Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a Party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 15.7, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

If to Customer, to:

City Of Merced Fire Department  
99 E 16th Street  
Merced, CA 95340

Attn: Janet German

If to Xerox, to:

Xerox Government Systems, LLC.  
2900 100<sup>th</sup> Street, Suite 309  
Urbandale, IA 50322

Attn: Accounts Manager

### **15.8 Survival**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

### **15.9 Independent Contractors & Use of Subcontractors**

Xerox will perform its obligations under this Agreement as an independent contractor of Customer. Nothing in this Agreement will be deemed to constitute Xerox and Customer as partners, joint ventures, or principal and agent. Xerox has no authority to represent Customer as to any matters, except as expressly authorized in this Agreement or in an authorized Supplemental Service Agreement. Xerox has the right to use, if appropriate, qualified third party vendors.

### **15.10 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.



IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

**City Of Merced Fire Department**

By: John M. Bramble

Name: JOHN M. BRAMBLE

Title: CITY MANAGER

Date: 02-19-14

**XEROX GOVERNMENT SYSTEMS, LLC**

By: [Signature]

Name: SANDY KAISA

Title: VP

Date: 3/12/14

**APPROVED AS TO FORM:**

Kelly C. Fincher

**KELLY C. FINCHER**

**Chief Deputy City Attorney**

**ATTEST:  
CITY CLERK**

BY: [Signature] 2-19-14  
**Assistant Deputy City Clerk**

v-17104 2/4/14 PO#: 112927  
FUND/ACCOUNTS VERIFIED  
[Signature] 2-4-14  
FINANCE OFFICE DATE  
Funds Available. m- 2/4/14  
061-0926-522-17-00  
\$9,458.38 W



**Exhibit A**  
**Statement of Work**

This Statement of Work describes the application hosting services that Xerox will provide to Customer in connection with this Agreement. Should additional services be required beyond or not defined in the scope of this Agreement, Customer and Xerox may enter into a Supplemental Services Agreement as further described in Section 4.0 of the Agreement, subject to required Customer approvals.

**1.0 Application Software and Related Services**

A key element of this Statement of Work is to provide Customer during the term of the Agreement with licensed access to web version of FIREHOUSE Software Version 7 or above for use in the daily operation of their agency.

**1.1 FIREHOUSE Software Application**

Xerox will provide Customer with access to the Applications and modules set forth in Exhibit B during the term of the Agreement, including FIREHOUSE Software Web Version 7 or above. Pricing established in Exhibit B includes professional service to convert the existing customer FIREHOUSE Software data to the cloud environment.

**1.2 Key Assumptions Concerning Software**

- Xerox Software, subject matter experts and network services staff are available on a daily basis from 7:00 am to 6:00 pm (CST), Monday through Friday (except Xerox holidays) via a toll-free support number.
- Access to these applications will be provided during the Term of the Agreement, and via a browser based secure connectivity to a Xerox Data Center facility where all programs and data will be securely stored and accessible.
- All access to the Services shall be controlled by user names and passwords issued by Xerox to Customer from time to time upon request by Customer. Each user name and password will be unique to each staff member that Customer designates is authorized to access the Services. Customer is solely responsible for the security of the user names and passwords issued to Customer's staff members. Any access to the Services using such user names and passwords will be deemed access by Customer.
- All standard software upgrades will be provided to Customer at no additional charge during the term of the Agreement. Upgrades are implemented at Xerox' discretion in accordance with Xerox' standard general release schedule for upgrades.
- Subject to the clarification contained in the following sentence, Software will be modified for "mandated" State & Federal functional requirements that must be handled by or within the Xerox FIREHOUSE Software Application. These mandated modifications / enhancements will be provided by Xerox as long as they can reasonably be integrated into the base system architecture. At Xerox' discretion, if the requirements are such that they cause major

modification to either data structure or the systems base process flow architecture, then Xerox will inform the Customer of options, which may include additional cost, over and above the costs associated with this agreement.

- XEROX data center personnel will physically handle and coordinate all software upgrades for any Xerox directed base application enhancements or upgrades.
- In certain circumstances and/or to provide specific functionality, Xerox may utilize third party application software in conjunction with its own Xerox created software. In these instances, Xerox will inform the Customer of this third party relationship. Xerox will secure all necessary third party software licenses required to ensure proper and legal use by Customer during the Term in accordance with the Agreement.
- Unless otherwise specifically set forth in this Agreement, Xerox shall have no responsibility for the correctness, performance or underlying program code relating to third party software (not developed by Xerox) used in connection with the Services. However, the Xerox Account Manager, as part of this Agreement, will act as a liaison to the appropriate third party vendor/s when problems or concerns arise.

## **2.0 Hardware & Systems Accessibility**

### **Xerox Owned Equipment & Software**

- Customer understands that all software applications identified in Section 3 above will be hosted on Xerox-owned remote data center computers. Xerox will maintain a remote and highly secure data center where appropriate computer processing and wide-area network capabilities are located to serve Customer applications listed in this Agreement. Response times experienced by authorized users within Customer site will be maintained at commercially reasonable levels to accomplish the application and functional tasks set forth herein. Response time will be monitored and tuned by Xerox data center operations staff on Xerox controlled network links as needed. Xerox is not responsible for network performance on network segments outside of Xerox control.
- If specific hardware is provided to the customer to connect Customer Local Area Network to Xerox data center, it will be properly maintained by Xerox. Any maintenance or upgrade needed to this equipment, to meet the deliverables of this agreement, will be the responsibility of Xerox.
- Customer will provide a safe, secure, and adequate environment to house necessary Xerox owned equipment. Customer will inform Xerox if/when these items are damaged or not operating properly.
- Xerox will be responsible for the repair or replacement of Xerox owned equipment if/when it is deemed not operating properly. Xerox owned equipment that is deemed not operating properly, will be repaired or replaced within two (2) business days of Xerox being notified of failure.
- The following equipment and software, if any, will be provided to the Customer for use as part of this Agreement. The equipment and software will be owned by Xerox, but will be located at a Customer facility. Customer will be responsible for the risk of loss or damage to the equipment and software located at its facility for as long as such equipment and software is





within its care, custody or control. Xerox will be responsible for providing standard manufacturer maintenance coverage for all equipment supplied as part of this paragraph. Xerox will also be responsible for all shipment costs (both at the time of installation and at the time of retrieval). Xerox will have no obligation to refresh the equipment or software in the absence of a contract amendment.

DESCRIPTION	MODEL	QUANTITY	MAINTENANCE
-------------	-------	----------	-------------

Not Applicable

### Customer Owned Equipment

- All required hardware, communication infrastructure, and related software will be the responsibility of the Customer.
- Customer will be responsible for maintaining or renewing any hardware maintenance agreements for their own equipment and at their own discretion.
- It is understood and agreed by Xerox and Customer that the Xerox services and equipment will integrate and connect to Customer equipment and/or network backbone, as a part of Customer's internal infrastructure.
- During the term of this Agreement, any upgrades, changes or additions to Customer owned equipment, or network environment that directly affects the connectivity, with Xerox equipment or communication infrastructure, must be reviewed and approved by Xerox. These upgrades, if approved, will be at Customer's expense unless otherwise mutually decided. If the Customer changes inhibit Xerox ability to provide the services of this Agreement, Xerox will work with the Customer on a best effort basis to resolve the underlying technical issues. However, if through these efforts a correction is not available, the Customer will be responsible to restore their environment to previous levels of service delivery.
- During the term of this Agreement, any expenses for maintenance, replacement, or repair, of Customer owned equipment or software will be at expense of Customer.

### 3.0 Customer Data

- All data collected on tape or hard copy, or residing on Xerox data center computers supplied by Customer to be utilized by Xerox in the computer system data base to provide services herein, will remain the property of Customer, and no use will be made thereof beyond that listed in the Agreement, without written permission of Customer.
- Once per calendar year or upon expiration or termination of this Agreement, Xerox will upon written request of Customer return to Customer all Customer Data in a MS SQL Server database in MDF format. Any additional conversion of Customer Data to MS SQL Server database in MDF format shall be provided for the additional cost set forth in Exhibit B,

Applicable Charges, under “Data Transfer.” Any conversion of data for porting to other applications, including conversion to spreadsheet format, will not be provided under this Agreement.

- All Customer data located on Xerox computers in Xerox Data Center/s will be backed up routinely, professionally and daily and stored in secure off-site locations; retrievable by Xerox for Customer for any contingencies.
- Xerox shall be authorized to view and use all reports, data, or other material prepared by it for the Customer under this Agreement, but shall not disclose, nor permit disclosure of, any information designated by Customer as confidential, except authorized recipients as specifically and in writing designated by Customer.

#### **4.0 Professional Support Services**

- Xerox Software, subject matter expert and Network Services staff will be available daily from 7:00 am to 6:00 pm (CST), Monday through Friday (other than Xerox holidays) via toll free 800 support number. Call-back time from Xerox support will average at or under 1 hour.
- All monitoring of the XeroxWide Area Network communications environment and continuous operations, Xerox remote data Center operations and security, and secure back-ups and remote storage of Customer Data will be responsibility of Xerox.
- There will be no on-site visits by Xerox staff on Customer locations. Should Customer request such visits for any reason, Xerox will be entitled to compensation for the hours worked (as well as reasonable travel time), as well as reimbursement for travel and living expenses. Services will be billable at the then current Xerox labor rate, but not initiated without the written consent of Customer.
- Troubleshooting, repair, and replacement of Xerox provided equipment listed in section 2.0 above. Note: The removal of Spyware, Adware, Data Mining, and other infections are outside the scope of these support services and may incur standard time/material support charges. Customer will not incur any additional charges without prior written approval.

#### **5.0 Customer Responsibilities**

While Xerox will provide the account management, staffing, and computer hardware and software resources to provide the required services, Customer agrees to provide the following resources to support this effort:

- Identify the Customer Contract Administrator who will be the main contact for the Xerox Account Manager, for all service delivery issues.
- Identify Customer personnel in each department that can be the key contacts for the Xerox support team with regard to the specific software applications and functions related to the Xerox services.

- Customer is responsible for and controls all security on its internal Local Area Network/s, central computing, and desktop computing environments.
- Customer is responsible for all support services (technical and user) on its owned and internal LAN, other WAN connections outside of Xerox WAN, Central Computing, and desktop computing environments.
- Customer will provide, and is responsible for, the internal infrastructure necessary to allow Xerox to establish secure electronic communications and access to and from the Xerox remote data center.
- Customer is responsible for all Customer owned or purchased equipment set-up and integration into their own desktop or network environment.
- Customer shall, at its sole expense, at all times during the term of this Agreement, protect Xerox owned materials and/or equipment, which are located on Customer site, from deterioration other than normal wear and tear. Customer shall not use the Xerox owned items located on Customer premises for any purposes other than those for which they were designed hereunder. Customer shall bear the risk of loss or damage from fire, the elements, theft or otherwise from the time of and after the delivery of the items to the Customer's delivery address.
- Customer will not move any Xerox owned items or permit them to be moved from the original installation address without Xerox' prior written consent. Upon the request of Xerox, Customer shall make the materials available to Xerox during regular business hours for inspection at the place where it is normally located and shall make Customer's records pertaining to the materials available to Xerox for inspection.
- Except where the Parties mutually agree to extend the term of the Agreement past the initial term or any successive renewal period, upon termination (by expiration or otherwise) of this Agreement, Customer shall, pursuant to Xerox' instructions and at Customer's expense, return the materials and any documentation or other tangible manifestation of the materials to Xerox in the same operating order, repair, condition and appearance as when received, except for normal wear and tear. Customer shall return the materials to Xerox at its address set forth herein or at such other address within the United States as directed by Xerox.
- Customer shall not, without the prior written consent of Xerox, affix or install any accessory, equipment or device to any Xerox owned items which are located on the Customer site, which may either impair the originally intended function or that cannot be readily removed without causing material damages. The Customer will not, without the prior written consent of Xerox and subject to such conditions as Xerox may impose for its protection, affix these items to any real property if, as a result thereof, such materials will become a permanent fixture under applicable law.

**Exhibit B**  
**Applicable Charges**

**1.0 Based Yearly Fee**

Customer shall pay Xerox an annual fee as outlined below for 5 years for services starting on 3/1/2014 and ending on 2/28/2019. Services will be invoiced in advance at the start of the service year, and payments are due on a net 30 day basis.

**Payment Schedule:**

	Yearly Fee
Year 1	\$9,458.38
Year 2	\$9,458.38
Year 3	\$9,458.38
Year 4	\$9,458.38
Year 5	\$9,458.38

**Modules and Concurrent Users**

The following Firehouse Modules and licenses will be available to the customer:

MODULES	Yes or No	# of Licenses
Incident Module	Yes	12
EMS Module	Yes	12
Staff, Training and Certifications	Yes	12
Occupancy Management	Yes	12
Inventory Management	Yes	12
Hydrant Module	Yes	12
Staff Scheduling	Yes	12
Accounts Receivable	No	0
Sketch	No	0
Analytics	Yes	1
CAD Monitor – Vendor	Yes	N/A
VPN connection required for CAD data transfers	No	N/A
Local Data Transfer	No	N/A

## **2.0 Other Xerox Services**

Services provided to Customer by Xerox, that are beyond the scope of this Agreement, or are in addition to or supplemental to the scope of this Agreement, will be provided at the then current Xerox labor rate during the Term. The Xerox Account Manager will always obtain prior approval from Customer on the nature of the services, personnel assigned and estimated time and expenses to be incurred. All such services will be performed in accordance with a fully executed Supplemental Service Agreement.

### **Pricing Assumptions:**

- Except as otherwise set forth herein, travel, lodging, meals and incidental expenses for Xerox staff that are directly related to performing the specific deliverables of this Agreement will be the responsibility of Xerox.
- Any other “expenses” that fall outside the deliverables of this Agreement will be the responsibility of Customer. The Xerox Account Manager will establish an approval process by Customer prior to incurring the expense.



## **HIPAA Business Associate Agreement Xerox Government Systems, LLC**

Xerox Government Systems, LLC ("Xerox") shall carry out its obligations to City of Merced

(“Client”) under this Business Associate Agreement (“Agreement”) in compliance with the privacy regulations under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (August 21, 1996), as amended (collectively “HIPAA”), to protect the privacy of any personally identifiable Protected Health Information (“PHI”), as defined in 45 CFR 164.501, that is collected, processed, or learned as part of or in connection with the services provided by Xerox for the Client {“Services”}.

This Agreement is incorporated by reference in the separate agreement for Services between the parties (“Services Agreement”) and, except as otherwise provide under the terms of this Agreement and HIPAA, shall be subordinate to and subject to the terms and conditions of that Services Agreement.

The effective date of this Agreement is **March 1, 2014** (“Effective Date”).

This Agreement shall terminate when Xerox is no longer performing any Services for the Client that involve the use or disclosure of PHI or as otherwise provided under this Agreement or HIPAA

In order to comply with the requirements of HIPAA and the HIPAA regulations, Xerox will do all of the following:

1. Xerox will not use or further disclose PHI except as permitted under this Agreement or required by law (including compliance with the HIPAA minimum necessary standard) and Xerox will use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.
2. Xerox will mitigate, to the extent practicable, any harmful effect that is known to Xerox of a use or disclosure of PHI by Xerox in violation of this Agreement.
3. Xerox will report to Client any use or disclosure of PHI of which Xerox becomes aware that is not allowed under this Agreement.
4. Xerox will ensure that any agents or subcontractors under the Services Agreement to which Xerox provides PHI (or which have access to PHI covered by this Agreement) agree to the same restrictions and conditions that apply to Xerox with respect to that PHI.
5. Xerox will make PHI available to Client, in accordance with applicable HIPAA requirements, within thirty (30) days after receipt of a written request from the Client.
6. Xerox will make PHI available to an individual who has a right of access to PHI, in accordance with applicable HIPAA requirements, within thirty (30) days after receipt of a written request from that individual.
7. If Xerox inadvertently comes in contact with or possession of any PHI subject to this Agreement, Xerox will not use or further disclose that PHI to anyone.
8. Xerox will incorporate any amendments or modifications of the PHI when notified to do so by the Client, in accordance with the applicable HIPAA requirements.
9. Xerox will provide an accounting of all uses or disclosures of PHI by Xerox, in accordance with 45 CFR §164.528 and any other applicable HIPAA requirements, within sixty (60) days after receipt of a written request from the Client.
10. Xerox will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services, in accordance with applicable HIPAA requirements, for purposes of determining Xerox compliance with HIPAA.
11. Upon termination or expiration of this Agreement, Xerox will return or destroy all PHI received from Client or created or received by Xerox on behalf of the Client. The protections provided to the PHI under this Agreement will continue until the PHI has been returned or destroyed in accordance with the requirements of HIPAA.

## HIPAA Business Associate Agreement




12. Xerox will maintain a strong confidentiality policy applicable to all of its personnel who may be assigned to perform Services that are subject to the provisions of this Agreement. Further, Xerox will educate those Xerox personnel about the importance of confidentiality with respect to HIPAA and the performance of this Agreement.
13. Xerox will not sell or receive remuneration (financial or otherwise), directly or indirectly, from or on behalf of the recipient in exchange for PHI, except as authorized by the individual requesting the PHI or otherwise allowed under HIPAA.
14. If Xerox personnel (or the agents or subcontractors of Xerox) are providing Services on Client premises, Xerox will take steps to ensure that those persons remain only in authorized areas of Client and that they will not open any files, desks, boxes, disk storage cases, or any other containers or electronic files that may potentially contain confidential and proprietary information.
15. When used in this Agreement or used to interpret or apply HIPAA to this Agreement and the parties to this Agreement, the following terms have the meaning set forth:
  - (a) Business Associate - Xerox, including all successors and assigns, affiliates, subsidiaries, and related companies of Xerox.
  - (b) EDI Rule - the Standards for Electronic Transactions as set forth at 45 CFR §160, Subpart A and 45 CFR §162, Subpart A and Subparts I through R.
  - (c) Individual - In addition to 45 CFR §164.501, this term includes a person who qualifies as a personal representative under 45 CFR §164.502(g).
  - (d) Privacy Rule - the standards for privacy of PHI set forth in 45 CFR §§ 160 and 164.
  - (e) Security Rule - the security rule set forth in 45 CFR §§160, 162, and 164.
  - (f) Other terms used (but not defined) in this Agreement shall have the same meaning as those terms under 45 CFR §§160, 162, and 164.
16. Except as otherwise limited under this Agreement, Xerox may use or disclose PHI to perform the Services for or on behalf of Client that are or have been or may be agreed to by the parties under a one or more separate contractual agreement(s), as long as that use or disclosure would not violate the Privacy Rule or HIPAA other requirement. Xerox may also use or disclose PHI as required for the proper management of Xerox as a Business Associate and for other purposes or activities that are permitted under the HIPAA Privacy Rule.

IN WITNESS WHEREOF the authorized representatives of the parties execute this Agreement:

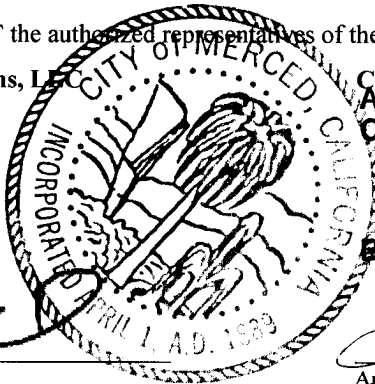
Xerox Government Systems, LLC

Client: City of Merced Fire Department

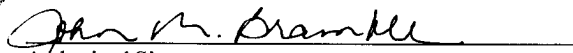
ATTEST:  
CITY CLERK

  
Authorized Signature

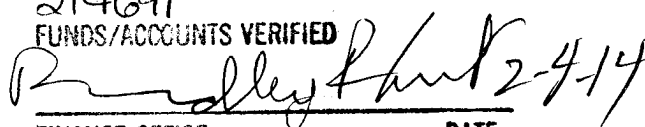
Sanjay S. Kalasa, Vice President  
Name and Title (Type/Print)



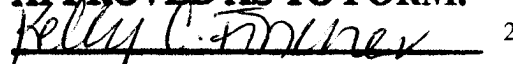
BY  2-19-14  
Assistant/Deputy City Clerk

  
Authorized Signature

JOHN M. DRAMPLE - CITY MANAGER  
Name and Title (Type/Print)

214691  
FUNDS/ACCOUNTS VERIFIED  
 2-4-14  
FINANCE OFFICE DATE  
No funds to encumber. me  
2/4/14<sup>145</sup>  
W

APPROVED AS TO FORM:

 2  
**KELLY C. FINCHER**  
Chief Deputy City Attorney



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## **AMENDMENT TO AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES**

This Amendment to Agreement for Application Hosting and Technology Support Services (this "Amendment") is made and entered into by and between City of Merced Fire Department with offices located at 99 E 16th Street, Merced, CA 95340 ("Customer") and Xerox Government Systems, LLC. with offices located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 ("Xerox"), referred to individually as "Party" or collectively as "Parties."

WHEREAS, the Customer and Xerox executed that certain Agreement for Application Hosting and Technology Support Services dated as of 3/1/2014 (the "Agreement"); and

WHEREAS, the Customer and Xerox desire to modify the Agreement to add Platinum Support Customer receives as Services under the Agreement;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties mutually agree to amend the Agreement as follows:

1. The "Modules" table on page 1 of the Agreement (if applicable) and the related Modules table in Exhibit B – Applicable Charges shall be modified as of the effective date of this Amendment as below:

<b>FH CLOUD MODULES:</b>	<b>YES/NO</b>	<b># of Licenses</b>
<b>Incident Module</b>	Yes	12
<b>EMS Module</b>	Yes	12
<b>Staff, Training and Certifications</b>	Yes	12
<b>Occupancy Management</b>	Yes	12
<b>Inventory Management</b>	Yes	12
<b>Hydrants</b>	Yes	12
<b>Staff Scheduling</b>	Yes	12
<b>Accounts Receivable</b>	No	0
<b>Sketch</b>	No	0

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Xerox Government Systems, LLC.  
2900 100<sup>th</sup> St., Suite 309 Urbandale, Iowa 50322  
800.921.5300 515.288.4825 (fax)





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<b>Analytics</b>	Yes	1
<b>CAD Monitor</b>	Yes	N/A
<b>VPN connection required for CAD data transfers</b>	No	N/A
<b>Local Data Transfer</b>	No	N/A
<b>Archived Database</b>	No	0
<b>Platinum Support</b>	Yes	N/A

2. The Yearly Fee payable by Customer to Xerox as set forth under "Price" on page 1 (if applicable) of the Agreement and under the Payment Schedule table in Exhibit B – Applicable Charges shall be increased from \$9,458.38 to \$14,258.38 for each remaining year of the Agreement, beginning with Year 3. The difference for the current year will be invoiced by Xerox on the effective date.

3. All terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

4. This Amendment shall be effective on 3/1/2016.

**IN WITNESS WHEREOF**, the undersigned authorized representatives of Customer and Xerox have executed this Amendment.

**City of Merced ~~Fire Department~~**

**Xerox Government Systems, LLC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Date

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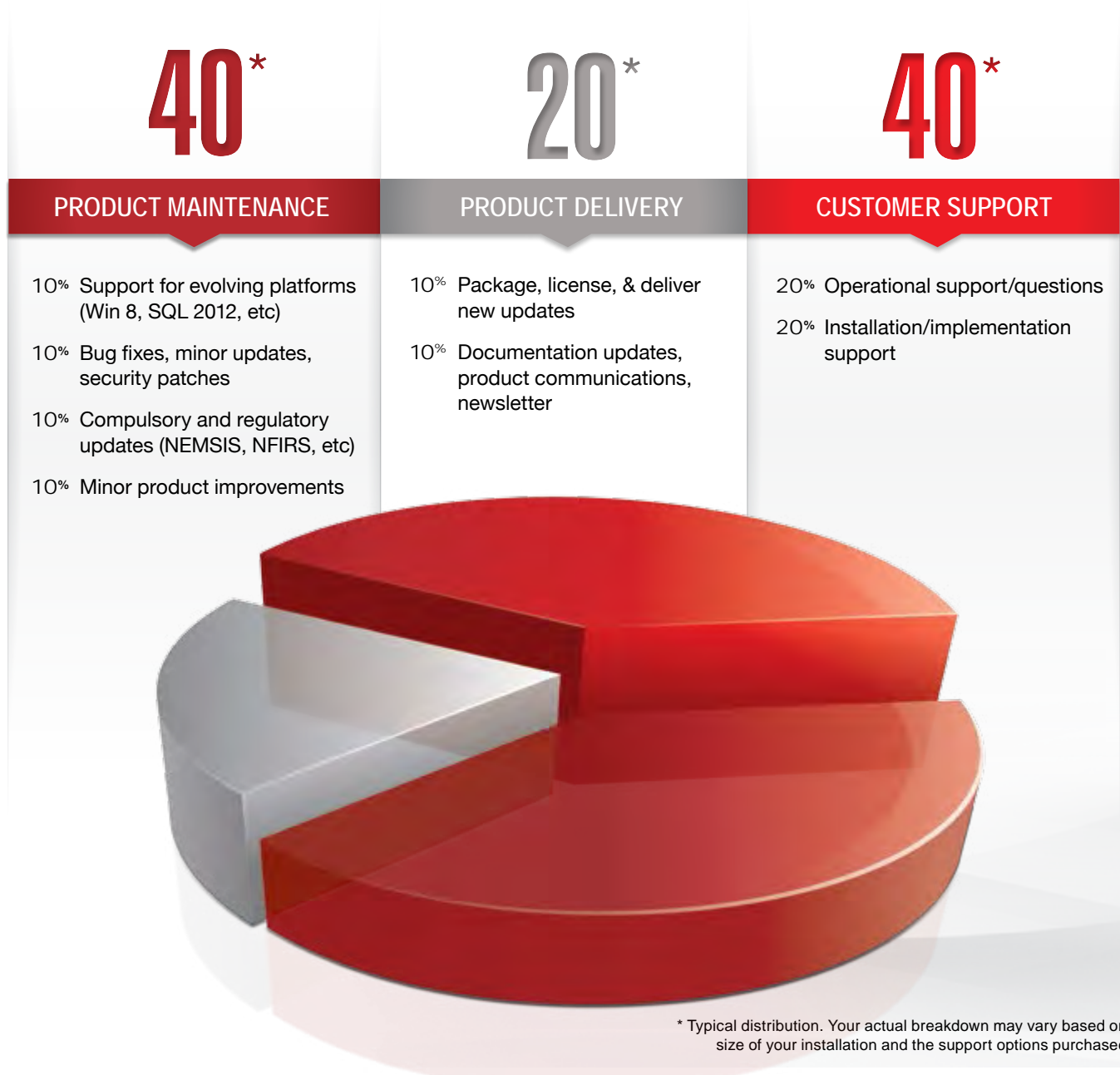
Xerox Government Systems, LLC.  
2900 100<sup>th</sup> St., Suite 309 Urbandale, Iowa 50322  
800.921.5300 515.288.4825 (fax)

**APPROVED AS TO FORM:**

*Kelly C. Fincher*

**KELLY C. FINCHER**  
**Chief Deputy City Attorney**

# FH<sup>®</sup> Support Program



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Maximize your investment in FIREHOUSE Software by subscribing to one of our maintenance and support programs. We offer choices that range from low cost solutions for smaller departments to comprehensive offerings that include proactive planning and 24x7 service availability. Some plans even include a dedicated account coordinator who can expedite any issues and assist with upgrades and system configuration. All of our support offerings include incident response, product updates, security patches, documentation, and installation assistance.

# FH<sup>®</sup> Support Program

	STANDARD	GOLD	PLATINUM
<b>Support Services</b>			
Phone/Mail/Chat support during business hours	✓	✓	✓
After hours critical incident support	fee	4/year	4/year
Priority handling for new incidents and escalation		✓	✓
Access to support leadership team			✓
<b>Software Update Services</b>			
Software updates / security patches	✓	✓	✓
Code and regulatory updates	✓	✓	✓
Extended support for end of life environments <sup>(1)</sup>		✓	✓
<b>Installation/Implementation/Maintenance</b>			
Assistance with installation or upgrade issues	✓	✓	✓
Enhanced coordination for maintenance outages <sup>(2)</sup>		✓	✓
Advance notification of upcoming releases		✓	✓
Assistance with software upgrades (once per year per product)		✓	✓
Software roadmap briefing/feature request session			✓
<b>Premium Services</b>			
Dedicated Account Coordinator		✓	✓
Quarterly strategic review - planning & incident response		✓	✓
Annual planning meeting with FH senior leaders		✓	✓
Cloud-Based Staging environment			✓
One FHETS Conference attendee credit			✓

(1) Includes Windows XP, Vista, SQL 2005/2008, and others

(2) For FHcloud Hosted customers



rxrfh



firehousesoftware



fhsales@xerox.com



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## ADMINISTRATIVE REPORT

**Agenda Item: H.9.**

Meeting Date: 6/6/2016

**Report Prepared by:** Janet German, Secretary III, Fire

**SUBJECT:** Revenue Adjustment and Supplemental Appropriation of Funds to the Office of Emergency Services (OES) Contingency Accounts and Fringe Benefits Accounts

### REPORT IN BRIEF

Consider a revenue adjustment and supplemental appropriation of funds to the OES Overtime Contingency and Fringe Benefits accounts.

### RECOMMENDATION

**City Council** - Adopt a motion authorizing the Finance Officer to make budget adjustments as recommended by staff.

A. Approving the following increases to revenue accounts:

1. \$39,239 to 001-0901-332.02-01 - Special Fire Department Service; and,
2. \$57,975 to 061-0926-332.02-01 - Special Fire Department Service; and,

B. Approving the following increases to supplemental appropriations:

1. \$31,619 to 001-0901-521.04-03 - OES Contingency; and,
2. \$ 5,127 to 001-0901-521.10-06 - Social Security-OASDI; and,
3. \$ 2,493 to 001-0901-521.10-07 - Social Security-Medicare; and,
4. \$38,609 to 061-0926-521.04-03 - OES Contingency; and,
5. \$ 5,339 to 061-0926-521.04-06 - Social Security-OASDI; and,
6. \$ 1,249 to 061-0926-521.10-07 - Social Security-Medicare; and,
7. \$12,778 to 061-0926-522.32-00 - Vehicle Replacement Fee

### ALTERNATIVES

1. Approve, as recommended 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

Charter of the City of Merced, Article XI, Fiscal Administration, Section 1105 Budget - Appropriations, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by the affirmative votes of at least five members.

## **CITY COUNCIL PRIORITIES**

Public Safety, as provided for in the FY 15/16 Adopted Budget.

## **DISCUSSION**

The California Fire Assistance Agreement (CFAA) is the negotiated reimbursement mechanism for the Merced Fire Department (MFD) responses through the California Fire Service and Rescue Emergency Mutual Aid System. The MFD is reimbursed for personnel costs for deployments including apparatus costs and administrative and equipment use fees. Reimbursements for deployed personnel is at 1 ½ times the average Classification/Rank's straight time, plus a rate for Workers' Compensation and Unemployment Insurance. For deployments over 12 hours, reimbursement occurs from the time of dispatch and no reimbursement is received for deployments of less than 12 hours. Additionally, the MFD receives a minimum of \$90/hour for 16 hours a day while deployed to cover the cost of wear and tear on non-state owned deployed fleet at a 10% administrative and 10% vehicle use fee. Based on the foregoing, reimbursed costs exceed actual expenses.

During the annual budget process, the aforementioned revenue and expenditure accounts are developed based upon mutual aid activity trends from prior fiscal years. Due to unanticipated high volume of mutual aid assistance needed, the revenue and expense appropriations need to be adjusted. Through the CFAA, it is understood and agreed that personnel costs will be initially borne by the mutual aid responder (MFD) and subsequently reimbursed. In other words, the MFD is now recognizing revenue to cover unbudgeted/unappropriated overtime costs, which have already been paid to MFD employees.

Excess funds derived from deployment under the CFAA will be applied towards building a reserve for replacing deployed non-state owned apparatus.

## **IMPACT ON CITY RESOURCES**

The purpose of the recommended adjustments to the revenue and expenditure accounts is to accurately account for the reimbursable mutual aid incidents that the MFD responded to this fiscal year.

## **ATTACHMENTS**

None.



## ADMINISTRATIVE REPORT

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**Agenda Item: H.10.**

Meeting Date: 6/6/2016

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**Report Prepared by:** Mark E. Hamilton, Housing Program Supervisor, Housing Division, Department of Economic Development

**SUBJECT:** Consider the First Amendment to Scope of Services With Chad Wolford Consulting to Include Review of the Internal Service Funds for the Cost Allocation Plan

### REPORT IN BRIEF

Consider the first amendment to scope of services in an amount not to exceed \$19,700 for the Cost Allocation Plan.

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Approving the first amendment to the scope of services with Chad Wolford Consulting in the amount of \$19,700 to include the review of the City's Internal Service Funds as part of a comprehensive Cost Allocation Plan. The additional increase of \$19,700 will be reimbursed with monies from Fund 070 - Housing Administration Fund; and,
- B. Authorizing the City Manager and City Finance Officer to make budget adjustments as necessary.

### ALTERNATIVES

- 1. Approve, as recommended by staff; or,
- 2. Deny; or,
- 3. Refer to City Manager or Housing Division for reconsideration; or
- 4. Continue to a future City Council meeting.

### AUTHORITY

Charter of the City of Merced, Section 1105 - Appropriations. The City shall have the power to and may act pursuant to procedure established by any law of the state, unless a different procedure is established by ordinance; and pursuant to 24 Code of Federal Regulations, Title 24 Housing and Urban Development, Section 91.505 (a) (1), and per the City of Merced Citizen Participation Plan.

### CITY COUNCIL PRIORITIES

To ensure all administrative costs identified in the 2015-16 Adopted Budget are properly funded.

### DISCUSSION

Staff is requesting Council to consider approving the first amendment to the contract with Chad

Wolford Consulting. After a team of City staff met with HUD representatives, it was the team's determination that the original proposal approved by Council in January of 2016 needs to include additional requirements and research to meet HUD expectations.

With Council's approval, the consultant will provide additional services beyond the original scope of services contracted for the City-wide Cost Allocation Study. The study includes most City departments and is not limited to Housing. The additional services were requested once it was determined the Cost Allocation Plan did not include a review of how Internal Services Funds are being distributed. This CAP is a high priority for staff due to the desire of HUD to have this completed in a timely manner. The amendment increases the contract \$19,700, to a total of \$40,650.

### **IMPACT ON CITY RESOURCES**

No budget action is required if the amendment is approved.

### **ATTACHMENTS**

1. First Amendment to the contract with Chad Wolford Consulting

## **FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Chad Wohlford, a sole proprietor, doing business as Wohlford Consulting, ("Consultant").

WHEREAS, City is undertaking a project to complete a citywide cost allocation plan; and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated February 19, 2016; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

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

1. Section 20, "ADDITIONAL SCOPE OF SERVICES," is hereby added to the Agreement to read as follows:

"SECTION 20. ADDITIONAL SCOPE OF SERVICES.  
Consultant shall perform the additional work outlined in the proposal from Consultant to City dated May 12, 2016, attached hereto as Exhibit "1".

2. Section 21, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"SECTION 21. ADDITIONAL COMPENSATION.  
City shall pay to Consultant the not to exceed additional sum of Nineteen Thousand Seven Hundred Dollars (\$19,700.00) for the additional work described in the proposal attached hereto as Exhibit "1" and in accordance with the rates set forth on Exhibit "1."



3. Except as herein amended, the Agreement dated February 19, 2016, shall remain in full force and effect.

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

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kelly Fincher 5/18/16  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

CONSULTANT  
CHAD WOHLFORD,  
A Sole Proprietor  
Doing Business As  
WOHLFORD CONSULTING

BY: \_\_\_\_\_  
Chad Wohlford

Taxpayer I.D. No. \_\_\_\_\_

ADDRESS: 372 Florin Road #293  
Sacramento, CA 95831

TELEPHONE: (916) 205-7050

FAX: \_\_\_\_\_

E-MAIL: [chad@wohlfordconsulting.com](mailto:chad@wohlfordconsulting.com)

May 12, 2016

Brad Grant  
Finance Director  
City of Merced  
678 W. 18th Street  
Merced, CA 95340

**Re: Proposal for an Internal Services Fund and Housing Division  
Cost Allocation Study**

Dear Mr. Grant:

I am very pleased to provide you with this proposal to again partner with the *City of Merced* to perform additional services beyond our current contracted Citywide Cost Allocation Study. You requested a study of the distribution of costs incurred by the Internal Services Funds. In addition, it came to light during our initial CAP discussions that a distribution of Housing Administration costs may also be necessary.

This proposal is intended to address each of the items / issues mentioned above. Since I am already in progress with the Citywide CAP, I wrote this proposal with a focus only on the scope of services, deliverables, work tasks, and cost. If you need further information about any aspects of Wohlford Consulting, I would be pleased to provide a supplement containing this information.

**Thank You**

Thank you for the opportunity to propose my services to you. Please feel free to contact me at any time if you have questions or need clarification of the proposal.

Sincerely,



Chad Wohlford  
Principal Consultant  
[chad@wohlfordconsulting.com](mailto:chad@wohlfordconsulting.com)



**Proposal  
for an  
Internal Services Fund  
and  
Housing Division  
COST ALLOCATION STUDY  
for the  
*City of Merced***

**May 12, 2016**

**WOHLFORD CONSULTING**

372 Florin Road, #293

Sacramento, CA 95831

(916) 205-7050

[chad@wohlfordconsulting.com](mailto:chad@wohlfordconsulting.com)



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## **STUDY BACKGROUND**

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The *City of Merced* contracted with *Wohlford Consulting* to produce a Cost Allocation Plan (CAP) to distribute citywide administrative overhead costs to operating departments and other funds, in order to assist with cost recovery and fiscal analysis. The City has requested the addition of other services to complement the CAP, including:

- A cost allocation study of the Internal Services Fund (“ISF”) operations (support services) of the City;
- A cost allocation study to distribute the cost of administration in the Housing Division of the Economic Development Department.

### **ISF Cost Allocation Project Approach**

The simple purpose of an ISF Cost Allocation Project is to accurately, fairly, and reasonably distribute the City’s internal support costs contained within Internal Service Funds to the customer departments in the City. At the start of the project, I will work with key representatives from the ISF divisions to determine the best structure, approach, and relevant details used for the study. The complexity of the study will be determined by the needs and structure of the City.

The general method for allocating costs from each ISF to the customer departments is to identify an “allocation basis” and distribute the costs proportionately. The best way to ensure accuracy and fairness is to separate the distinct “functions” of each ISF and allocate them individually. The potential allocation bases consist of various available data/statistics that best reflect the workload related to the recipient of the service. The selection of the most appropriate measure for each function will follow a discussion with key department staff.

### **Housing Division Cost Allocation Project Approach**

The Housing Division is not part of the General Fund, so it is excluded from the Citywide Cost Allocation Plan. However, the cost of Housing Division Administration support to the Housing Division and other funds should be identified to enable recovery of that cost through grants and other external funds. Therefore, an analysis of the Department overhead is warranted.

The allocation of Department administrative costs will follow the same approach and methodology as the Citywide CAP, except that the focus will be exclusively on the overhead costs in the Department. As with the Citywide CAP, we will separate the administrative services into functions and allocate them individually to the operating divisions and funds, according to appropriate allocation bases.



## **SCOPE OF SERVICES**

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The propose scope of services reflects my current understanding of the needs of the City and the availability of necessary data. At the beginning of the project, I will work with the City to refine this scope of services to best meet your objectives.

### **Specific Project Deliverables**

For this proposed study, Wohlford Consulting will complete and deliver the following items and information to the City:

#### ISF Allocation Study

Wohlford Consulting will gather relevant data and use proprietary analytical model(s) to identify the fair allocation of ISF costs to the customer departments.

The ISF services (areas to be allocated) include the following areas of Support Services:

- Personnel
- Information Technology
- Public Educational and Governmental Access Fee
- Risk Management and Safety
- Workers Compensation
- Liability
- Unemployment
- Employee Benefits
- Facilities

The ultimate product of the study will be a summary worksheet (Excel format) that illustrates the final distribution of costs to each of the customer departments. The specific deliverable products will include this summary worksheet for each ISF, as well as the supporting printouts (pdf format) that detail all of the distributions and their bases.

Wohlford Consulting will provide the electronic file that the City can use to review and distribute the document as needed within the City and/or to produce paper copies at its discretion. In an effort to reduce paper consumption, Wohlford Consulting will not provide “hard copy” printed versions.





## City of Merced Proposal for an ISF and Housing Division Cost Allocation Study

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In addition, Wohlford Consulting will conduct a study session to present the results of the ISF allocations and explain the study methodology to the customer departments, the city council, or another internal City audience designated by the City. The study session will consist of an on-site PowerPoint presentation (or similar format) with opportunities for audience questions.

The ISF allocation study proposal assumes that the City has sufficient data to identify allocations, including established costs for capital replacement, cost of the services, customer usage data, direct cost information, and cost breakdowns for specific items necessary for analysis. This assumption is important, as the proposal does not include analysis of operations or the underlying funding requirements for any department or division.

### Housing Division Cost Allocation

Wohlford Consulting will gather relevant data and use a proprietary analytical model to identify the fair allocation of Housing Division Administration costs to the internal divisions and funds.

The ultimate product of the study will be a summary worksheet (Excel format) that illustrates the final distribution of costs to each of the receiving divisions. The specific deliverable products will include this summary worksheet and the supporting printout (pdf format) of the worksheets that document the detail of the distributions and their bases.

Wohlford Consulting will provide the electronic file that the City can use to review and distribute the document within the City and/or to produce paper copies at its discretion. In an effort to reduce paper consumption, Wohlford Consulting will not provide "hard copy" printed versions.

### On-Site Meetings

To conduct the additional studies, Wohlford Consulting will conduct multiple meetings during one to two on-site visits. In order to minimize disruptions and the impact on staff workload, I will conduct the remainder of the work with the City through web meetings, email, phone, fax, mail, and other media.

### Optional Additional Presentations or Study Sessions

My understanding is that you wanted a study session as part of the ISF Allocation Study to inform customer departments and/or the City Council, so I included one presentation in the scope of services for that part of the project in this proposal. If you also want to add another City Council





**City of Merced**  
**Proposal for an ISF and Housing Division Cost Allocation Study**

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study session for the Citywide CAP, I would be pleased to add that task to our scope of services.

**Project Limitations**

To avoid confusion and conflicting expectations, it is important to note the key exclusions of this study, which include:

- Other allocations not described in this proposal;
- User fees, service rates, or other specific service costs;
- Negotiations or significant discussions with a cognizant agency);
- Audit and/or litigation support (beyond general questions); and/or
- On-site visits or presentations not specified in the proposal.

**COST PROPOSAL**

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Wohlford Consulting proposes to provide this study for the fixed professional fee of **\$19,700** for both studies. This fee includes all of the deliverables and work tasks described in the proposal, as well as all expenses. Merced will not incur any additional charges unless they are related to additional services requested by the City that exceed the contracted scope of services.

The table below shows the fee breakdown for the proposed project add-ons:

<b>Project Component</b>	<b>Component Fixed Fee</b>
<b>Project Management:</b>	
Project Planning and Control	<i>Included *</i>
Quality Assurance Processes	<i>Included *</i>
On-site Visits / Interviews	<i>Included *</i>
Communication Plan / Presentation	<i>Included *</i>
<b>Specific Study Components:</b>	
ISF Allocations	\$ 11,250
Housing Division CAP	\$ 7,500
Fixed Expenses	\$ 950
<b>Total Project Fee:</b>	<b>\$ 19,700</b>

\* The project management costs are embedded in the specific study components.

The fee for an additional (optional) on-site presentation or study session would be \$1,900, including preparation and all expenses. The cost for an additional presentation is not included in the study costs shown in the preceding table.



**City of Merced**  
**Proposal for an ISF and Housing Division Cost Allocation Study**

Billing Milestones

I propose payment at the following “billing milestones:”

#	Milestone Description	Project %
20	ISF Project Kick-off and Completion of Initial Interviews	15.0%
21	ED CAP Project Kick-off and Completion of Initial Interviews	10.0%
22	ISF Study Structure Developed; Design of Analytical Model; Delivery of Data Collection Worksheets	15.0%
23	ED CAP Structure Developed; Design of Analytical Model; Delivery of Data Collection Worksheets	10.0%
24	Monthly Progress Payment # 1 (of 3)	5.0%
25	Monthly Progress Payment # 2 (of 3)	5.0%
26	Monthly Progress Payment # 3 (of 3)	5.0%
27	Initial Draft of ISF Allocations Delivered	10.0%
28	Initial Draft of ED Cost Plan Delivered	5.0%
29	Final ISF Allocations Delivered	7.5%
30	Final ED CAP Delivered	5.0%
31	ISF Study Session Presentation Developed	5.0%
32	Final Documentation Delivered and/or City’s Acceptance of Project Completion	2.5%
<b>Total:</b>		<b>100%</b>

Note: The Milestone numbering in this table is a continuation of the numbering from the existing Citywide CAP contract.

The milestones represent a way to progressively spread the fixed cost of the study over the course of the project using discernible events. As the customization and the flow of the project warrants, or as specific tasks are altered, I may complete certain elements of the study in a different order than the billing milestones may indicate and/or I may employ alternate milestones.

Cost Adjustments at the City’s Request

The proposed cost reflects my expectations of the work necessary to complete the proposed scope of services to the satisfaction of the City. If the City wishes to engage me for services not included in the proposed scope of services, we can establish mutually agreeable fixed fees or use the standard hourly rate of \$150, plus expenses. The rate for more intensive services, such as audit support, litigation/legal response, or outside negotiations, is \$325 per hour, plus expenses. For more details about supplemental costs, please reference the “Fees for Additional Services” table in the original Cost Allocation Services proposal.





**City of Merced**  
**Proposal for an ISF and Housing Division Cost Allocation Study**

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Cost Flexibility and Control

It is in the best interests of the City of Merced and Wohlford Consulting to manage this project within the proposed budget. As a fixed fee project, we must maintain the scope of service, expected level of responsiveness, and assumed tasks at the proposed level to ensure a fair deal.

Should Merced enact significant delays (one month cumulative), require excessive on-site meetings, require excessive drafts of documentation, or otherwise consume disproportionate consultant resources, I will quantify the additional cost and request additional compensation from Merced. Of course, I will not hold the City responsible for delays or additional work caused by Wohlford Consulting. Furthermore, whenever practical, I will give the City advance notice of the potential for additional cost, in order for the City to make an informed decision whether to proceed with its request.

**CONCLUSION**

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I appreciate this opportunity to propose my services to the City of Merced. I look forward to the chance to serve you further and expand our professional relationship.

Please contact me at your convenience if you have any questions about Wohlford Consulting, my proposal, or this study in general. I would be glad to help.

Thank you again for reviewing my proposal.



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item: H.11.**

**Meeting Date: 6/6/2016**

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**Report Prepared by:** *John C. Sagin Jr., AIA, Principal Architect - Engineering Department*

**SUBJECT:** New Disadvantaged Business Enterprise Liaison Officer

### REPORT IN BRIEF

Replacement of the City's Disadvantaged Business Enterprise Liaison Officer.

### RECOMMENDATION

**City Council** - Adopt a motion designating Joel Svendsen, P.E. as the City of Merced's Acting Disadvantaged Business Enterprise Liaison Officer, replacing John C. Sagin, Jr., AIA.

### ALTERNATIVES

1. Approve, as recommended by the City Engineer; or,
2. Deny.

### AUTHORITY

All public agencies utilizing Federal-Aid funds for construction projects are required by Title 49 CFR, Part 23, to adopt a Disadvantaged Business Enterprise (DBE) Program, and to annually adopt a participation goal.

Surface Transportation and Uniform Relocation Assistance Act of 1987, available in its entirety at the Merced County Library.

### CITY COUNCIL PRIORITIES

Not applicable.

### DISCUSSION

The City of Merced has adopted a Disadvantaged Business Enterprise (DBE) Program, and Council has amended the program as necessary by supplemental actions. In December 2004, the City Council designated John C. Sagin, Jr. as Acting DBE Liaison Officer. Mr. Sagin is close to retiring and a new DBE Liaison needs to be appointed to allow for cross-training and a smooth transition of the position. The state has asked that the person who actually performs the reporting be named as the Acting DBE Liaison Officer.

I am, therefore, recommending that the City Council adopt a motion designating Joel Svendsen, P.E. as the City of Merced's Acting Disadvantaged Business Enterprise Liaison Officer.

**IMPACT ON CITY RESOURCES**

None.



## ADMINISTRATIVE REPORT

**Agenda Item: H.12.**

**Meeting Date: 6/6/2016**

**Report Prepared by:** *Francisco Mendoza-Gonzalez, Planner, Development Services*

**SUBJECT:** Street Closure #16-08 for the Merced Community Development Corporation to Host a Weekly Street Faire in Downtown.

### REPORT IN BRIEF

Consider a request for the closure of City streets and the use of Bob Hart Square.

### RECOMMENDATION

**City Council** - Adopt a motion approving the street closures of West Main Street (between K Street and N Street, but open at West M Street), Canal Street (between West Main Street and Arbor Lane), N Street (between West Main Street and the alley north of West 16 Street), and the use of Bob Hart Square, as requested by the Merced Community Development Corporation to host the Merced Downtown Street Faire, every Thursday night from 5:00 p.m. to 10:00 p.m., between June 16, 2016, and September 1, 2016; subject to the conditions outlined in the administrative staff report.

### ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to modifications as conditioned by Council; or,
3. Deny the request completely; or,
4. Refer back to staff for reconsideration of specific items as requested by Council; or,
5. Continue to a future Council meeting (date and time to be specified in the motion)

### AUTHORITY

City of Merced Charter Section 200; California Vehicle Code (CVC) Sections 21100(a) and 21101(e), the latter as follows:

"21101. Local authorities, for those highways under their jurisdiction, may adopt rules and regulations by ordinance or resolution on the following matters:

"(e) Temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

Merced Municipal Code Section 9.12.020 - Serving or drinking liquors on street:

*"It is unlawful, and a misdemeanor, subject to punishment in accordance with Chapter 1.12 of the*

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*code, for any person to serve, drink, consume, or have in his/her possession an open container containing any spirituous, vinous, malt, or any other intoxicating liquors in or upon any of the streets, sidewalks, alleys, parks, parking lots, or any public place in the city, unless otherwise permitted by the Merced Municipal Code or authorized by the City Council."*

## **CITY COUNCIL PRIORITIES**

Not applicable.

## **DISCUSSION**

### Event Details

The Merced Community Development Corporation is requesting approval for the closure of City streets and the use of Bob Hart Square to host a Downtown Street Faire every Thursday night from 5:00 p.m. to 10:00 p.m. (includes set-up and clean-up times, event time will be from 6:00 p.m. to 9:00 p.m.), between the dates of June 16, 2016, and September 1, 2016. This event will be organized and managed by the Merced Community Development Corporation (not City staff) and the organizer's main goals are to bring exposure to Downtown goods and services and to attract more businesses to the Downtown area. Event vendors will be required to comply with the applicant's Rules and Regulations (Attachment 3), which establish general provisions for this event. Volunteers from the Rescue Mission and local high school clubs will be used to help vendors set-up before the event and clean-up during/after the event. The applicant has contacted the City's Refuse Department to arrange for Special Event Service with 8 to 12 containers.

### Requested Streets

The applicant requests the use of Bob Hart Square and the closure of the following streets on the days of the street faire, as shown on Attachment 1, subject to the details and conditions outlined in the "Conditions of Approval" section of this report.

- N Street, both travel lanes, from the alley north of West 16 Street to West Main Street (a portion of Section 1).
- West Main Street, both travel lanes, from N Street to M Street (a portion of Section 1).
- West Main Street, both travel lanes, from M Street to K Street (a portion of Section 2).
- Canal Street, both travel lanes, from West Main Street to Arbor Lane (a portion of Section 2).

As shown in attached Site Plan (Attachment 2), the applicant has organized the Street Faire into three different sections. Section 1 includes general food vendors, food trucks, portable bathrooms, a bounce house, pony rides, and activities/entertainment for children. Section 2 includes retail vendors, produce vendors, live music (at Canal Street and West Main Street), non-profit booths, and a car show. Section 3 (Bob Hart Square) will have a beer garden.

The beer garden will be enclosed by six-foot-tall chain link fence and have one entrance and exit on West Main Street, and another exit on the southeast corner of Bob Hart Square. The entrance will have a check-in station overseen by a security guard and a staff member distributing wristbands to customers over the age of 21. Additional security guards, at a ratio of 1 guard for every 50 people,

will be provided to patrol the beer garden and to manage the exits at all times during the event (Condition #7). The applicant will be required to comply with all pertinent regulations from Alcoholic Beverage Control and the Merced County Health Department (Conditions #14 and #21).

### Street Closure Expansion Plan

Even though the applicant is requesting approval for the closure of Sections 1 and 2, the applicant does not anticipate occupying both sections until the later months of the Street Faire. The applicant will begin the Street Faire by occupying Section 2 and Bob Hart Square only. After this area is fully occupied by vendors, the applicant will expand the Street Faire westward into Section 1. M Street will remain open for vehicles traveling north and south, and crossing guards will be provided at this intersection to help people cross the street as allowed by the traffic signals (crossing guards will not be allowed to stop or direct vehicular traffic). When the Street Faire is expanded to include Section 1, the applicant will be responsible for contacting the Police and Fire Departments so that they may plan their safety routes accordingly.

City Administrative Policy #A-25 reserves the use of City-Owned Real Property for non-profit organizations. The Merced Community Development Corporation is not a non-profit organization; however, a portion of their weekly proceeds (approximately 5%) will be donated to a non-profit (organization to be determined the week of the event). This application is being sent to City Council for review, because alcohol will be served at this event. Merced Municipal Code Section 9.12.020 prohibits any person to sell, serve, or consume alcohol on any street, sidewalk, alley, park, or parking lot owned by the City of Merced, unless an exception is granted by City Council.

### Conditions of Approval

1. By applying for the street closure request, the Permittee shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold City, its officers, employees, agents, and volunteers 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 Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor 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.

2. Prior to engaging in the event, Event Sponsor shall provide the City with a Certificate of Liability Insurance evidencing coverage in an amount of no less than \$500,000 for property damage and \$500,000 for personal injury or a minimum combined single limit coverage of \$500,000. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this coverage, naming the City of Merced, its Officers, Employees, and Agents as additional insureds,



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must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City. Certificates of Insurance shall also be provided for Automobile insurances of all automobiles used for the event. If the Event Sponsor has any employee(s), full workers' compensation insurance shall be provided with a limit of at least \$100,000 for any one person as required by law.

3. The applicant shall obtain, at its sole cost and expense, special events coverage insuring the City and its officers, employees, volunteers, and agents from any and all claims relating to the project. Special events coverage may be obtained through private insurance or is available through application with the City Clerk's office three weeks prior to the event.

4. Failure to comply with any law, rule, or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The event sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.

5. The applicant shall remove all structures, debris, and any other items generated from the event by 10:00 p.m. on each night of the event.

6. The applicant shall comply with all applicable statutes, ordinances, rules, regulations, etc., including all regulations of the City of Merced Fire Department.

7. The applicant shall provide adequate supervision and security throughout the area to ensure the safety of the participants and the public gathered, as required by the Merced Police Department.

8. The applicant shall be responsible for insuring that all vendors involved with the event obtain a City of Merced Business License by the Monday of the week of the event (by 4:00 p.m.).

9. The applicant shall be responsible for placing and removing all traffic barricades and posting of parking restrictions where streets are closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicle(s) per California Vehicle Code Section 22651(m).

10. The applicant shall contact all businesses and residences affected by the street closures, advising them of the hours, conditions, and reason thereof within one half-mile of the closure area at least seventy-two (72) hours prior to the first event and once a month during the duration of the event. Event Sponsor shall provide the City with confirmation that the proper notification was given (Attachment 4).

11. The applicant shall provide and maintain a minimum 22-foot-wide emergency vehicle access path to and through the interior of the closure area at all times. Fire hydrant access shall not be blocked at any time whatsoever.

12. The Merced City Police Department or their designee has the authority to immediately cancel all activities requested with this street closure if there is a police or other emergency incident in the area.

13. All other provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.
14. Event sponsor shall contact the Merced County Health Department and comply with all requirements for this type of event prior to each day of the event.
15. All provisions of the Fire Code shall apply. This includes, but is not limited to, posting no-smoking signs in all tent areas as required, no parking within 20-feet of any tent, all requirements for cooking within a tent, and including temporary and portable electrical power supplies.
16. Due to the large amount of proposed vendors, City electricity cannot be provided for this event. Vendors shall be responsible for obtaining their own means of energy. Cables or chords used for transferring or producing energy shall be secured to the ground in a manner that is not hazardous for pedestrians.
17. The applicant shall provide all necessary information relating to the use of any tents to the Fire Department and shall obtain all necessary permits for the use of tents prior to the date of each event.
18. The event sponsor shall provide access to disabled-accessible restrooms as required by the California Building Code.
19. Any bounce houses shall be selected from the City of Merced Parks and Recreation's list of pre-approved vendors. The applicant shall ensure that the bounce house is secured in a manner that prevents tipping from wind-loads or general impacts (internal and external).
20. The applicant shall arrange and pay for special event City refuse service. This can be done by contacting the City's Public Works Department at (209) 385-6800.
21. Alcoholic beverages may be sold and served during this event subject to the rules and regulations of Alcoholic Beverage Control.
22. The noise from music or other activities shall be kept to a minimum so as not to disturb the nearby lofts. Music may be played no later than 9:00 p.m.

## **IMPACT ON CITY RESOURCES**

No appropriation of funds is needed.

## **ATTACHMENTS**

- Attachment 1 - Location Map
- Attachment 2 - Site Plan
- Attachment 3 - Street Faire Rules and Regulation
- Attachment 4 - Notification of Pending Street Closure





Food Trucks

Children Section

Retail Vendors

#2

#1

MAIN

Live Music

Car Show

Beer Garden  
(At Bob Hart Square)

#3

CANAL

14TH

15TH

20TH

19TH

99

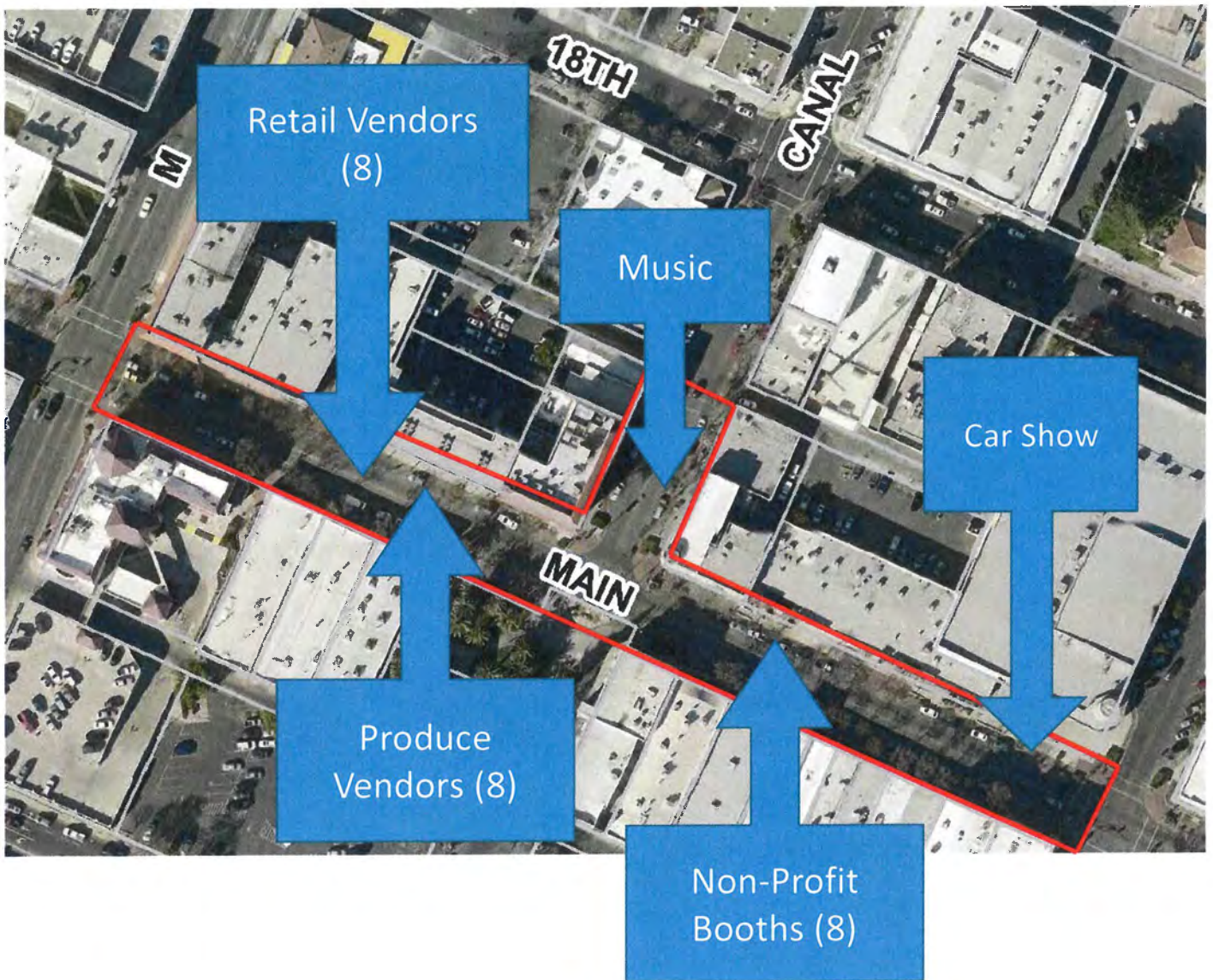
14TH



## Street Closure Site Plan - Section #1

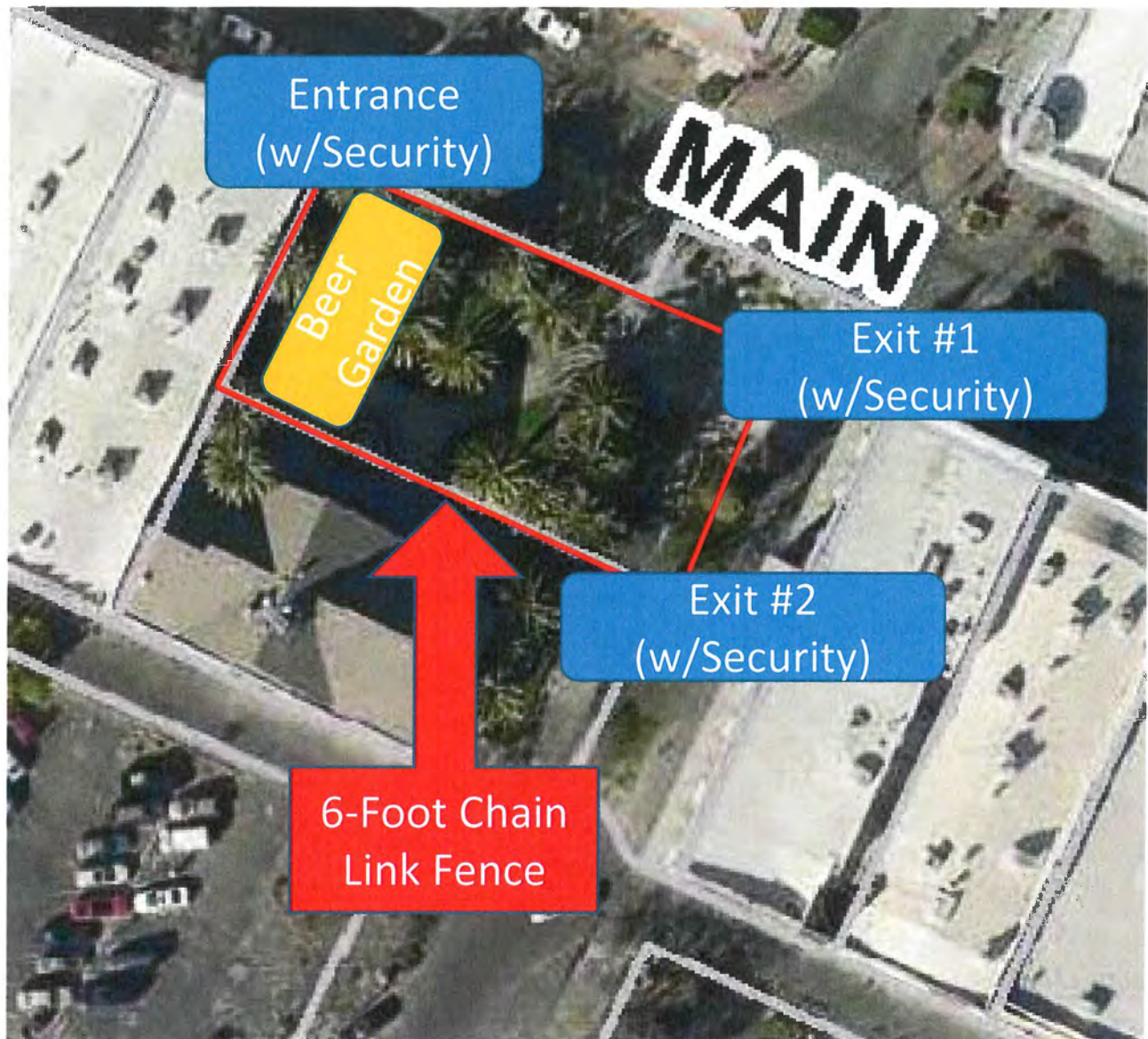


## Street Closure Site Plan - Section #2





## Bob Hart Square Site Plan – Section #3



## **MERCED DOWNTOWN STREET FAIRE**

### **RULES AND REGULATIONS**

#### **A. ENFORCE RULES AND REGULATIONS**

Merced Community Development Corporation shall enforce the following Rules and Regulations uniformly, consistency, fairly and without bias or favor. Merced Community Development Corporation or designee shall have the authority to interpret Rules and Regulations to apply them in an equitable manner in order to obtain generally acceptable conduct and business practices that are in keeping with the applicable State and local laws regulations.

#### **B. ISSUE ADMINISTRATIVE DIRECTIVES TO CLARIFY AND IMPLEMENT THE RULES AND REGULATIONS**

Merced Community Development Corporation shall have the authority to issue serially numbered and dated directives that may be needed to clarify these Rules and Regulations to assure fair and equal applications, and to resolve any special situations or issue that may arise. Administrative Directives shall be maintained in an appropriate file for the use of Downtown Street Faire Vendors and/or customers.

#### **C. PROVIDE AN ATTRACTIVE AND PLEASANT BUSINESS CLIMATE**

Downtown Street Faire shall be maintained in a clean and orderly manner so that honest and ethical business persons will be attracted to Downtown Street Faire to offer quality goods and service at fair and reasonable prices. Merced Community Development Corporation however, assumes no responsibility of the actions or performances of Vendors, or for the quality of operation of goods offered for sale or which may be purchased.

#### **D. MAINTAIN ACCURATE VENDOR LIST**

Merced Community Development Corporation shall maintain a current list of Vendors that have paid rent for the current and/or future rental period. The list shall include name, address, phone number, primary goods offered, booths spaces rented, period for which rents and applicable licenses.

#### **E. PRIVATE SECURITY**

Private Security will be provided by Merced Community Development Corporation.

**2. GENERAL PROVISIONS:**

**A. "VENDOR" SHALL MEAN THE PERSONS NAME WHO RENTED THE BOOTH SPACE**

The Vendor is the person whose names entered in Downtown Street Faire records as the tenant of the space rented. All required licenses and permits must be provided at time of registration shall be promptly reported to Downtown Street Faire Coordinator. Vendors or the employee on record must be on the grounds of Merced Downtown Street Market on all days and times that the designed space(s) are occupied.

**B. THE VENDOR IS FULLY RESPONSIBLE FOR THE ACTS AND CONDUCT OF ALL EMPLOYEES OR ASSOCIATES INVOLVED IN THE VENDOR'S DOWNTOWN STREET FAIRE BUSINESS**

**C. REIMBURSEMENT FOR DAMAGES TO CITY PROPERTY**

Reimbursement for damages to City property committed by Vendor, Vendor's employee(s) or associate(s) involved in the Vendor's Downtown Street Faire Business shall be the responsibility of the Vendor.

**D. BUSINESS HOURS: THURSDAYS 6:00PM – 9:00PM**

Customers access to Downtown Street Faire area shall begin at 6pm. Vendors are expected to completely set up their booth prior to 6pm. Vendors arriving after that time will not be allowed to drive in to unload and must carry items to their space. Teardown can begin at 9pm and must be completed in a timely fashion.

**E. BOOTHS AND SPACES SHALL BE LEFT CLEAN, WASTE SHALL BE REMOVED FROM THE**

Vendors shall be responsible for leaving the rented booths and spaces clean and neat at the end of the day. All Vendors' waste shall be removed from Downtown Street Faire grounds.

**F. LOST OR STOLEN PROPERTY**

Vendors and customers not the City, are responsible for safe keeping of personal property and goods offered for sale. In the event of theft or loss of property, you can contact the Merced Community Development Corporation at (209) 500-7773.



**G. RESERVED BOOTHS AND SPACES SHALL BE OPEN FOR BUSINESS BY 5:00PM ON FAIRE DAYS**

Spaces shall be occupied by 4:00pm on Market days, unless Merced Community Development Corporation has provided prior written approval for a later time. Any spaces not occupied by the specified time will be available for re-rental to Vendors waiting to rent spaces on a daily basis. NO REFUNDS will be made for unused reserved space(s). Rain or shine Downtown Street Faire will continue, based on safety Vendors will be notified by Merced Community Development Corporation.

**H. SPACE RENTALS: LATE PAYMENTS OF RENTAL**

Rental payments are accepted at Merced Community Development Corporation during normal business hours. For all Vendors the first monthly rental payment must be made in person by the Vendor, subsequent payments must be made by mail or in person. 1 Week prior to the 1<sup>st</sup> Market day for the month. Available spaces are also for rent on a first serve basis on the day of each event.

**I. RENTAL SPACES ARE FINAL**

Rental charges are weekly or monthly. There are no discounts, rain checks, or refunds, except that if action by Merced Community Development Corporation results in a rented space not available for use, a credit shall be awarded for use at the subsequent Faire day.

**J. PORTABLE GENERATORS SOURCES**

Electrical power needs shall be provided by the Vendor. Generators shall be muffled so that there is no noise nuisance outside the Vendor's sales area. All electrical wires and fixtures shall be appropriately grounded and protected from wear, scuffing and accidental contact. The power systems shall comply with the City's Electrical codes. Vendors are responsible for damages caused to any and all the City's electrical equipment.

**K. VENDOR'S VEHICLES ON DOWNTOWN STREET FAIRE GROUND**

No Vehicles will be allowed on Downtown Street Faire grounds except for the specified times allowed for loading and unloading.

**L. NO "USED ITEMS" OF ANY KIND WILL BE ALLOWED FOR SALE**

Under no circumstances will used items be allowed for display with the intention of sale. Vendors are responsible for only selling new packaged items.

### **3. VIOLATIONS AND PENALTIES**

#### **A. VIOLATIONS AND PENALTIES**

Violations of laws and/or Rules and Regulations may result in temporary or permanent rental privileges. First violation will result in a written warning. Second violation will result in suspension of rental privileges for up to three (3) months. Third violation will result in suspension from Downtown Street Faire.

#### **B. PRODUCE PROVISIONS**

##### **A. FOOD VENDORS SHALL COMPLY WITH LOCAL HEALTH LAWS**

Local health laws are enforced by the Merced County Public Health Department

##### **B. UNLAWFUL FOODS OFFERED FOR SALE ARE SUBJECT TO DESTRUCTION**

In accordance with laws and regulations, State inspectors may inspect all foods offered for sale and destroy any which fail to meet State standards and regulations.

##### **C. PERMITS AND BOOTH/SPACE RENTAL RECEIPTS READILY AVAILABLE**

All Vendors must have readily available, upon entry into Downtown Street Faire, current receipt and any other permits required by law or the Faire. Such items shall also be displayed within the booth or space in a conspicuous place.

##### **D. MERCED COMMUNITY DEVELOPMENT CORPORATION RESERVES THE RIGHT TO LIMIT RENTALS OF PRODUCE BOOTHS AND MERCHANDISE**

Merced Community Development Corporation reserves the right to limit the number of Produce Vendors, Food Booths, and merchandise booths. The City also reserves the right to limit the number of booths and/ or spaces rented by anyone Vendor.

## **NOTIFICATION OF PENDING STREET CLOSURE**

This is to notify you of an event that will require the closure of street(s) in your area. Please note the details below, including the date and time of the closure(s), and plan to park your vehicle(s) off the affected street(s) on the day of the event. Your cooperation is greatly appreciated. If you have any concerns, please notify the contact person listed.

Name of Event: \_\_\_\_\_ Type of event (parade, etc.): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Date(s) of closure: _____	Time: between _____ am/pm and _____ am/pm
Streets to be closed: _____	
Other streets with restricted access: _____	

**Please Note:** Event Sponsor is responsible for posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to any necessary towing of vehicle(s), per California Vehicle Code Section 22651(m).

To avoid having your vehicle towed, please keep this notice as a reminder and comply with the posted parking restrictions. If you are a business with employees, please notify your employees as soon as possible and post this notice in a conspicuous location. Thank you.

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This is to notify you of an event that will require the closure of street(s) in your area. Please note the details below, including the date and time of the closure(s), and plan to park your vehicle(s) off the affected street(s) on the day of the event. Your cooperation is greatly appreciated. If you have any concerns, please notify the contact person listed.

Name of Event: \_\_\_\_\_ Type of event (parade, etc.): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Date(s) of closure: _____	Time: between _____ am/pm and _____ am/pm
Streets to be closed: _____	
Other streets with restricted access: _____	

**Please Note:** Event Sponsor is responsible for posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to any necessary towing of vehicle(s), per California Vehicle Code Section 22651(m).

To avoid having your vehicle towed, please keep this notice as a reminder and comply with the posted parking restrictions. If you are a business with employees, please notify your employees as soon as possible and post this notice in a conspicuous location. Thank you.

**To be signed by Event Sponsor Representative after completion of required 72-hour notification and submitted to the City of Merced Planning Dept, City Hall (2<sup>nd</sup> Floor), 678 W. 18<sup>th</sup> Street, Merced.**

I have notified the required parties of the dates, times, and affected streets, as required.

Signed \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item: H.13.**

Meeting Date: 6/6/2016

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**Report Prepared by:** *Lorraine M. Carrasquillo, Public Works Supervisor, Water Quality Control*

**SUBJECT:** Agreement with Eurofins Eaton Analytical for General Laboratory Services

### REPORT IN BRIEF

Consider entering into a three (3) year agreement with Eurofins Eaton Analytical Laboratory (Eurofins) for general laboratory testing services.

### RECOMMENDATION

**City Council** - Adopt a motion awarding a three year agreement with Eurofins Eaton Analytical Laboratory for general laboratory testing services; and, authorizing the City Manager to execute all the necessary documents.

### ALTERNATIVES

1. Approve, as recommended by Staff; or,
2. Approve, subject to modifications as conditioned by Council; or
3. Deny; or
4. Refer to Staff for reconsideration of specific items; or,
5. Continue to a future meeting.

### AUTHORITY

Article III of Title 3 of the Merced Municipal Code for purchases over Twenty-Five Thousand Dollars, Section 3.04.120.

### CITY COUNCIL PRIORITIES

As provided for in the FY 2016-17 Proposed Budget.

### DISCUSSION

Under federal and state law, the City of Merced is required to perform a variety of laboratory tests for water, wastewater and biosolids. The Wastewater Treatment Facility's (WWTF) in-house laboratory is certified to perform some of these standard water and wastewater tests.

The majority of the tests performed at the WWTF are for conventional pollutants. These pollutants; such as suspended solids, biochemical oxygen demand, pathogenic (disease-causing) organisms and pH; levels, are normally found in domestic, commercial, and industrial wastes.

Federal and state regulations also require the City to test for non-conventional pollutants. These pollutants

may be toxic in nature, such as heavy metals that include lead, copper, and zinc; organics, such as tetrachloroethylene, methylene chloride and acetone. The City's laboratory is not equipped for testing non-conventional pollutants. These tests are more complex and require sophisticated equipment and expanded training.

On January 15, 2016, Water Quality Control staff sent Request for Proposals to Twenty State-certified laboratories. Five (5) qualified laboratories responded to the Request for Proposal. All requests were reviewed for content. During the review process, several components were used to evaluate the proposal, i.e., test methods offered, timeliness of report turnaround, proximity to the City of Merced and Professional certifications, education, and references.

The following is a total summary cost to the City for their services:

<u>Laboratory</u>	<u>Location</u>	<u>Proposed Cost</u>
Eurofins Eaton Analytical Laboratory	Fresno, CA	\$118,663.00

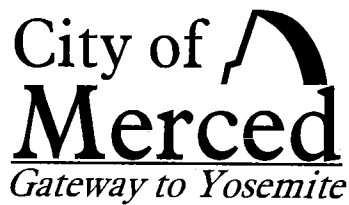
Eurofins Eaton Analytical Laboratory was the lowest bid received and met all qualifications.

### IMPACT ON CITY RESOURCES

Funds are in the proposed annual budget: 553-1109-532.17-00  
553-1115-532.17.00  
553-1108-532.17.00  
557-1106-532.17.00

### ATTACHMENTS

1. Exhibit A Request for Proposal
2. Exhibit B Scope of Services- Quote
3. Exhibit C Fee Schedule
4. Contract with Eurofins Eaton Analytical, Inc.



# Water Quality Control Division

Request for Proposal  
Fiscal Years 2016/2019

**EXHIBIT A**

Due: February 29, 2016

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## GENERAL LABORATORY SERVICES

The City of Merced Department of Public Works Water Quality Control Division is accepting proposals for analytical testing and services. Proposals should be mailed to the City of Merced Water Quality Control Division, 1776 Grogan Avenue, Merced, CA 95340 and must be received by 5:00 p.m. on Monday February 29, 2016 regardless of postmark.

### SCOPE OF PROJECT

The City of Merced Department of Public Works Water Quality Control Division is requesting proposals for analytical testing and services as required by the State of California Regional Water Quality Control Board NPDES Permit. The contract start and end dates will be for the term of July 1, 2016 through June 30, 2019. The City will review performance annually and will have the option to terminate the contract if not satisfied with performance. Laboratories appropriately certified by the State of California Department of Public Health, Environmental Laboratory Accreditation Program (ELAP) and other such accrediting entities will perform all testing. Tests are to be performed per required analytical protocols listed below:

- 40 CFR Part 136 (approved methods for municipal and industrial wastewater);
- 40 CFR Part 136 or SW-846 (approved methods as specified by the City of Merced for municipal sludge);
- EPA 500 (series methods for analysis of organic compounds in drinking water or alternatives approved by federal and state regulatory agencies).

Results of analyses conducted will be used for compliance determinations, contamination investigations, and reporting to a variety of regulatory agencies including, but not limited to, the California State Water Resources Control Board (SWRCB), the Central Valley Regional Water Quality Control Board (RWQCB), the United States Environmental Protection Agency (USEPA), and the Merced County Division of Environmental Health (MCDEH).

The Water Quality Control Division, Wastewater Treatment Plant (WWTP), and Water Division (DW) staff will sample the industrial wastewater, municipal wastewater, liquid sludge, dried sludge, municipal water wells, distribution, and potentially contaminated soil and groundwater. All analyses must be performed in accordance with legal requirements for admissibility in court proceedings.

Any use of sub-contracting services must be identified in the proposal and included in the fee schedule.

## **Merced PCE Groundwater Project** **Electronic Deliverable Format™ (EDF) Requirements**

Up to 78 groundwater monitoring wells are sampled quarterly to support the City of Merced's PCE Groundwater Project. The samples are to be analyzed utilizing EPA Method 8260B and the laboratory must prepare and submit results in accordance with the California State Water Resources Control Board's **Geotracker** Electronic Deliverable Format™ (EDF) requirements. This electronic data processing is in addition to the standard reporting/suspense time of the analytical data described elsewhere in the Request-for-Proposal.

The Global ID numbers and Field Points Names for the project's six (6) sites and associated one hundred (100) monitoring wells will be sent to the laboratory upon contract award. The number "70" above refers to the largest subset of the 100 wells that would be sampled in any one quarter.

The laboratory shall prepare the applicable data files and shall transmit the data via email to the City Water Quality Control Division and the City's designated environmental consultant firm within five (5) days of the certified report date. The consultant firm shall review the data and perform the actual upload to the Geotracker website. **To reiterate, the laboratory shall not upload the data to Geotracker directly, the City will manage this task separately.**

### **UCMR 4**

Environmental and trip blank samples are required for several of the methods in UCMR 4. The City is not clear on the frequency of collections for these Quality Control (QC) type samples. Laboratories will need to explain to the city how sample frequency is determined for each of the methods and how each sample will be billed. Also, as it was with UCMR3, it's expected that there will be laboratory related QC type samples. Laboratories will need to explain to the city how sample frequency is determined for each of the methods and how each sample will be billed. Also, as it was with UCMR3, it's expected that there will be laboratory related QC failures that will necessitate resampling by city crews. Laboratories must explain how costs/credits for repeat samples will be addressed. In the field, sample preservation is required for some samples in UCMR4. City staff will require training in this regard. Please provide information relating to this issue.

### **SCOPE OF SERVICES**

The contracted laboratory shall be California State Certified with qualified personnel. All analytical reports must be reliable and acceptable to appropriate regulatory agencies. Results for routine samples must be received within **fifteen (15) days**. Rush samples are requested under special circumstances. These circumstances would require a 5-day or less turn around time.

The analyzing laboratory is to maintain in full force and effect, at its own cost and expense, insurance coverage as specified in pages 5 and 6 of the standard City contract. Please see attached copy of the **Terms and Conditions** listed as Attachment A.

The contracted laboratory shall provide sample transportation, exercise diligent sample handling, and proper chain of custody protocols to ensure a representative sample arrives at the laboratory.



The contracted laboratory shall provide appropriate sample containers and Chain-of-Custody forms as required in advance of sampling events. Quality Control Data must accompany analytical reports.

In addition to reporting the results to the City, the laboratory will report drinking water supply data directly to SWRCB via Electronic Data Transmission (EDT) in compliance with deadlines as specified in the California Code of Regulations (Title 22). The Federal UCMR4 data will be transmitted to the appropriate EPA website.

### **MINIMUM TESTING REQUIREMENTS**

Due to the varied nature of projects the City of Merced handles; ***the exact number, types of tests, and a schedule for their submission during each fiscal year cannot be precisely specified.*** The following is an estimate of analyses that will be required based on sampling conducted during the past twelve-month period and on projections of upcoming projects:

<b><u># Samples</u></b>	<b><u>Parameter</u></b>	<b><u>Method</u></b>
10	STLC extraction	CAL WET
80	Ag (Silver)	EPA 200.7 or 200.8 (WW)
40	Ag	EPA 200.7 or 200.8 (DW)
10	Ag	EPA 6010 or 6020 (solid)
10	Ag	EPA 6010 or 6020 (liquid)
80	Al (Aluminum)	EPA 200.7 or 200.8 (WW)
40	Al	EPA 200.7 or 200.8 (DW)
10	Al	EPA 6010 or 6020 (solid)
87	Sb (Antimony)	EPA 200.7 or 200.8 (WW)
40	Sb	EPA 200.8 (DW)
10	Sb	EPA 6010 or 6020 (solid)
10	Sb	EPA 6010 or 6020 (liquid)
75	As (Arsenic)	EPA 200.7 or 200.8 (WW)
50	As	EPA 200.8 (DW)
10	As	EPA 6010 or 6020 (solid)
10	As	EPA 6010 or 6020 (liquid)
5	Ba (Barium)	EPA 200.7 or 200.8 (WW)
96	Be (Beryllium)	EPA 200.7 or 200.8 (WW)
40	Be	EPA 200.7 or 200.8 (DW)
20	Be	EPA 6010 or 6020 (solid)
10	Be	EPA 6010 or 6020 (liquid)
100	Cd (Cadmium)	EPA 200.7 or 200.8 (WW)
40	Cd	EPA 200.7 or 200.8 (DW)
20	Cd	EPA 6010 or 6020 (solid)

## **MINIMUM TESTING REQUIREMENTS** (Cont.)

<b><u># Samples</u></b>	<b><u>Parameter</u></b>	<b><u>Method</u></b>
10	Cd	EPA 6010 or 6020 (liquid)
100	Cr (Chromium)	EPA 200.7 or 200.8 (WW)
40	Cr	EPA 200.7 or 200.8 (DW)
20	Cr	EPA 6010 or 6020 (solid)
10	Cr	EPA 6010 or 6020 (liquid)
48	Cr+6 (Hex Chrom)	EPA 218.6 (WW)
100	Cu (Copper)	EPA 200.7 or 200.8 (WW)
40	Cu	EPA 200.7 or 200.8 (DW)
10	Cu	EPA 6010 or 6020 (liquid)
20	Cu	EPA 6010 or 6020 (solid)
5	Fe (Iron)	EPA 200.7 (WW)
100	Hg (Mercury)	EPA 245.1 or 245.2 or 200.8 (WW)
40	Hg	EPA 245.1 or 245.2 or 200.8 (DW)
20	Hg	EPA 7471 or 6020A (solid)
10	Hg	EPA 7470 or 6020A (liquid)
4	Hg	EPA 1631 (low level)
100	Pb (Lead)	EPA 200.7 or 200.8 (WW)
40	Pb	EPA 200.8 (DW)
20	Pb	EPA 6010 or 6020 (solid)
10	Pb	EPA 6010 or 6020 (liquid)
87	Mn (Manganese)	EPA 200.7 or 200.8 (WW)
40	Mn	EPA 200.7 or 200.8 (DW)
20	Mn	EPA 6010 (solid)
87	Mo (Molybdenum)	EPA 200.7 or 200.8 (WW)
40	Mo	EPA 200.7 or 200.8 (DW)
20	Mo	EPA 6010 or 6020 (solid)
75	Ni (Nickel)	EPA 200.7 or 200.8 (WW)
40	Ni	EPA 200.7 or 200.8 (DW)
20	Ni	EPA 6010 or 6020 (solid)
10	Ni	EPA 6010 or 6020 (liquid)
86	Se (Selenium)	EPA 200.7 or 200.8 (WW)
40	Se	EPA 200.8 (DW)
20	Se	EPA 6010 or 6020 (solid)
10	Se	EPA 6010 or 6020 (liquid)

## **MINIMUM TESTING REQUIREMENTS** (Cont.)

<b><u># Samples</u></b>	<b><u>Parameter</u></b>	<b><u>Method</u></b>
87	TI (Thallium)	EPA 200.7 or 200.8 (WW)
40	TI	EPA 200.8 (DW)
20	TI	EPA 6010 or 6020 (solid)
10	TI	EPA 6010 or 6020 (liquid)
157	Zn (Zinc)	EPA 200.7 or 200.8 (WW)
40	Zn	EPA 200.7 or 200.8 (DW)
20	Zn	EPA 6010 or 6020 (solid)
10	Zn	EPA 6010 or 6020 (liquid)
50	Volatile Organics	EPA 601/602 or 624(WW)
200	" "	EPA 502.2 or 524.2 (DW)
15	" "	EPA 524.2 (DW)
30	" "	EPA 624 (WW)
10	" "	EPA 1624 (Low Level)
400	" "	EPA 8260B (water/solids)
46	OCL Pesticides	EPA 608 or 625 (WW)
20	" "	EPA 1656 or 8270(Water)
18	" "	EPA 505 (DW)
18	" "	EPA 508 or 525.2 (DW)
25	OP Pesticides	EPA 8141 or 8260 (solids)
10	" "	EPA 1657 or 8270 (water)
18	" "	EPA 507 or 525.2 (DW)
20	Herbicides	EPA 1658 or 8151(Water)
18	"	EPA 515.1 or 515.3 (DW)
18	"	EPA 549.2 (DW)
18	"	EPA 547 (DW)
41	Pesticides	EPA 608 or 625 (WW)
35	"	EPA 504.1 (DW)
10	"	EPA 8011 or 8260 (solids)
10	"	EPA 8141 or 8270 (solids)
35	BNA Compounds	EPA 625 (WW)
10	" "	EPA 1625 or 8270 (Low Level)
6	Dioxin	EPA 8290 (solids)
6	"	EPA 1613 (water)
30	TTHMs	EPA 502.2 or 524.2 (DW)

**MINIMUM TESTING REQUIREMENTS** (Cont.)

<b><u># Samples</u></b>	<b><u>Parameter</u></b>	<b><u>Method</u></b>
20	HAA5	EPA 552.2 or 552.3 (DW)
15	Ammonia (as N)	SM 4500-NH3
50	Cyanide	EPA 335.4 or SM 4500-CN
10	Title 22 Minerals	(General, Physical and Inorganic)
16	Standard Minerals	
50	Oil & Grease	EPA 1664A
52	Total Nitrogen/TKN	SM 351.2
52	Total Oxidizable Nitrogen (as N)	SM 4500-NO3-F
52	Total Nitrogen/TKN	SM4500 – NH3/N <sub>org</sub>
20	Nitrate (as NO3)	EPA 300.0
20	Nitrate (as N)	EPA 300.0
20	Chloride	EPA 300.0
36	Fluoride	EPA 300.0 or SM 4500-F
50	Sulfate	EPA 300.0
50	Sulfide (as S)	SM 4500-S
50	Sulfite (as SO3)	SM 4500-SO3
50	Hardness (as CaCO3)	SM 2340 B
20	Foaming Agents (MBAS)	SM 5540 C
40	Phosphorus, Total (as P)	EPA 365.4 or SM 4500-P
20	pH	SM 4500-H B
60	Specific Conductance (EC)	EPA 120.1 or SM2510 B
60	Total Dissolved Solids (TDS)	EPA 2540 C
15	Radio Nuclides	As approved by EPA for Wastewater

**MINIMUM TESTING REQUIREMENTS** (Cont.)

<b><u># Samples</u></b>	<b><u>Parameter</u></b>	<b><u>Method</u></b>
18	Uranium	As approved by SWRCB
70	Total Petroleum Hydrocarbons (All Fractions, SWRCB approved method)	
5	Fecal Coliform	SM9221E
5	Presence/Absence Coliform	SM9223
7	Tributyl Tin	GC/MS
42	UCMR4	EPA 524.3 (UCMR4 will be performed twice in one year)
42	UCMR4	EPA 522
42	UCMR4	EPA 200.8
42	UCMR4	EPA 218.7
42	UCMR4	EPA 300.1
42	UCMR4	EPA 537
42	UCMR4	EPA 539

**SPECIAL REQUIREMENTS**

1. Two copies of the proposals shall be submitted to the City of Merced no later than Monday February 29, 2016 at 5:00 p.m.
2. All proposals shall remain firm for at least 90 days after the proposal opening date.
3. The City reserves the right to reject any and all proposals. The City will have no responsibility to compensate for any costs related to the preparation of their proposal.
4. Respondents must make a careful examination of the City's requirements, specifications, and conditions expressed in the Request for Proposal (RFP).
5. If any respondent in the process of submitting a proposal finds discrepancies in or omissions from the RFP, or if there are any questions, a request may be submitted in writing for interpretation or correction. Any changes in the RFP will be made only by written addendum by the Director of Public Works (or his designee) and mailed to each party on the RFP mailing list.
6. The selected Consultant is expected to execute the attached contract. In fairness to all those submitting a proposal, any revisions to the contract that the proposer wishes the City to consider must be noted in each response. If no such revisions are noted, the City will not consider any changes after the closing of the submission date.

**Labor Code:**

The laboratory shall comply with Sections 3700 et. seq. of the Labor Code of the State of California, which requires every employer to be insured against liability for workmen's compensation.

**Insurance:**

The laboratory shall also provide the following insurance coverage naming the City of Merced as additional insured:

- 1) Full Workmen's Compensation, Minimum Limit of \$100,000 per person.
- 2) Commercial General Liability, and Automobile, Minimum Combined Limit \$1,000,000.
- 3) Professional Liability, Minimum Amount \$1,000,000.

The words "endeavor to" and the last two lines of the standard cancellation clause located in the bottom right corner of the standard certificate of insurance form must be removed. Please see attached example of certificate of insurance listed as Attachment B.

**Local Business Enterprise Policy:**

The City Council has adopted a Local Business Enterprise Policy requiring service providers to make a good faith effort to include local businesses in their contract with the City. This may include offering an opportunity through subcontracting, if required. Proposers must respond to this policy in their proposal. Please see the attached copy of the full policy listed as Attachment C.

**Conflicts Of Interest:**

The laboratory must be aware of and comply with conflict rules included in the California Political Reform Act and Section 1990 et. seq. of the Government Code. The Political Reform Act requires City Officers to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

**All City Employees Ineligible to Bid:**

Proposers are advised that under Government Code Section 1126 all employees of the City of Merced are **not eligible** to submit responses on City contracts, to provide services or supplies to the City, or to enter into a lease or other agreements with the City. Any proposal submitted by a City employee, either individually or through a partnership, corporation, or other form of business entity or association, will be rejected and may subject the employee to discipline under the City's Personnel Rules, Article XIX Section 19.02.

**WATER QUALITY CONTROL DIVISION RESPONSIBILITIES**

Collecting and preserving samples in conformance with regulatory protocols.

Chain of Custody protocol is observed.

Correct methods are requested.

Maintain communication with laboratory to inform of sampling schedule.

## **METHOD OF COMPENSATION**

The laboratory is to submit a price schedule for the specified analyses for the term of July 1, 2016 through June 30, 2019. Invoices for individual samples and groups of samples will be processed for payment per the fee schedule as the City receives the analytical reports.

## **FORM AND CONTENTS OF FULL PROPOSAL**

The Proposal shall include:

- 1) Proof of Laboratory Certification and qualifications of personnel to perform all tests.
- 2) A price quotation for the *specified analyses and methods*, which may include or be expressed as volume discounts keyed to a detailed fee schedule.
- 3) Specification of turnaround time for routine samples.
- 4) Time frame for reporting drinking water results to SWRCB.
- 5) Statement of policy regarding submission of travel and field blanks, to include volume allowance and explicit instructions on how such blanks may be processed at no charge to the City.
- 6) Statement of policy on reporting tentatively identifiable organic compounds, to include information on library search capability and how such an effort can be pursued.
- 7) EPA approved letter to perform UCMR4 testing.
- 8) Statement of policy on timely communication of analytical abnormalities to the City.
- 9) List of other services provided and fee schedules.
- 10) Proof of insurance coverage.
- 11) References.

Proposals shall be submitted in writing. Any exceptions to the requirements stated herein may result in the proposal being deemed non-responsive. The Laboratory Director shall sign the proposal. Please send two (2) copies of the proposal in a sealed envelope with closing date and proposer's name marked on the outside to:

**Lorraine M. Carrasquillo, Water Quality Control Supervisor**  
**City of Merced, Water Quality Control Division**  
**1776 Grogan Avenue**  
**Merced, CA 95341**

Phone: 209.385.6204



## **SELECTION PROCEDURE/CRITERIA**

Public Works Department representatives will review proposals submitted for completeness and qualifications. Public Works staff will present a recommendation to the City Council. The City Council will determine the final award.

Cost of services, while an important consideration, shall not be the sole determining factor in awarding this contract. Proposals will be reviewed for responsiveness to items specified in the Scope of Services section found on page 2 and the Contents of the Proposal section found on page 7 of this Request for Proposal. Competing laboratories will also be evaluated for the following qualities:

- Proximity to Merced;
- Professional reputation, inquiries to regulatory agencies and other customers may be made;
- Ability to demonstrate a clear understanding of the sampling protocols and analytical methods required under the various environmental statutes;
- Commitment to customer service, particularly in terms of stated policy on timely communication to the City of any analytical problems such as elevated detection limits or failed samples. Time sensitive compliance issues cause this to be an essential feature of laboratory contract.

Proposals must be received by 5:00 p.m. on Monday February 29, 2016. The City of Merced Public Works Department will review proposals. Incomplete proposals may be rejected as non-responsive. The City reserves the right to waive any irregularities in the proposals.

Respectfully,

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Lorraine M. Carrasquillo  
Water Quality Control Supervisor

cc: Bill Osmer, PW Manager – Waste Water  
Pamela Whala, Buyer

Attachments:

- A. Blank Contract
- B. Terms & Conditions for Services and Public Works Contracts
- C. Administrative Policy A-19

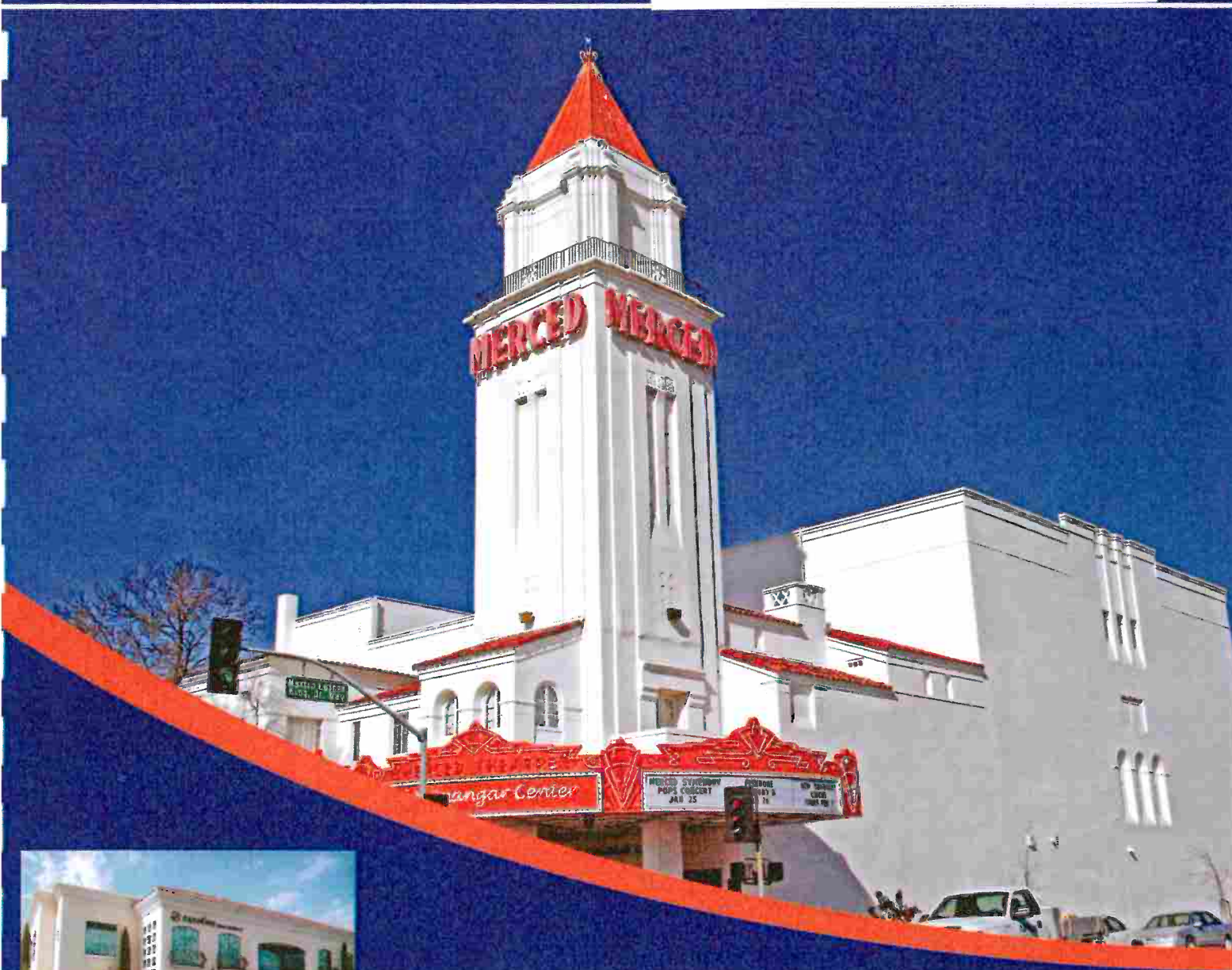
# City of Merced

Water Quality Control Division  
Request For Proposal-Fiscal Years 2016-2019  
General Laboratory Services



February 29, 2016

## EXHIBIT B



 **eurofins**

**Eaton Analytical**

**PROPOSAL**



Eaton Analytical



Lorraine M. Carrasquillo  
City of Merced, Water Quality Control Division  
678 West 18th Street  
Merced, CA 95340

February 29, 2016

Dear Ms. Carrasquillo:

**Eurofins Eaton Analytical, Inc. (Eurofins)** is pleased to submit our proposal for General Laboratory Services to the City of Merced. Eurofins is committed to providing top quality testing and customer service. Eurofins' qualifications are unmatched; our facilities have been audited and accredited by EPA in support of special regulatory programs (ICR, UCMR and LT2) for over 15 years. We strive to educate ourselves and obtain as much knowledge as our clients. We collaborate with EPA, the Division of Drinking Water and RWQCB on analytical methods, detection limit feasibility relative to proposed regulatory thresholds, best practices and acceptable precision & accuracy. We believe our data is legally defensible for every sample that is tested by our lab.

Analysis of samples at Eurofins is based on approved test methodologies that are thoroughly documented in our analytical SOPs. Our SOPs meet or exceed EPA method requirements because Eurofins also adheres to The NELAC Institute (TNI) and ISO 17025 quality standards. All of Eurofins' professional staff completes rigorous initial and ongoing demonstrations of capability. We have less than 5% incidence of employee turnover because we take care of our staff and their development.

We will assign a dedicated professional from our Central Valley Service Center to manage your contract. This single-point of contact will ensure your analytical and sampling needs are being met at all times. Eurofins is the nation's leader in water testing and we are confident that we can provide the services you require.

In closing, it is our intention to meet or exceed the local business enterprise requirement. This proposal is valid for a period of 120 days from submittal. We look forward to your decision and hope to serve as your contract laboratory.

Sincerely,  
**EUROFINS EATON ANALYTICAL, INC.**

Dennis J. Leeke  
President

Formerly MWH Laboratories

Eurofins Eaton Analytical, Inc.

750 Royal Oaks Drive, Suite 100  
Monrovia, CA 91016-3629

195

T | 626-386-1100  
F | 626-386-1101  
[www.EatonAnalytical.com](http://www.EatonAnalytical.com)



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## Executive Summary

The City of Merced (City) requires the services for environmental testing of water, wastewater and soils. The testing is to comply with several regulatory programs such as NPDES, Safe Drinking Water Act, and Clean Water Act. The City intends to obtain these services under contract from July 1, 2016 through June 30, 2019.

With over 22,000 staff and over 225 laboratories across 39 countries, **Eurofins Scientific** is the world leader in food, environment and pharmaceutical products testing. It is also one of the global market leaders in agrosience, genomics, discovery pharmacology, and central laboratory services. In addition, Eurofins is one of the key emerging players in specialty clinical diagnostic testing in Europe and the USA.

**Eurofins Eaton Analytical, Inc.** is the largest potable water testing laboratory in the US, with over 100,000 combined square feet of laboratory space and nearly 200 qualified staff at our Monrovia (CA) and South Bend (IN) facilities. We also maintain service centers in Seattle (WA) Sacramento (CA), **Fresno (CA)**, Colton (CA), Phoenix (AZ), Denver (CO), Raleigh (NC), Pittsburgh (PA), Lancaster (PA) and Tampa (FL). We recognize water quality to be critical to public health protection, whether in water supplies or as a component of food and beverages. With our continued investment in emerging contaminant analyses and the ability to meet ever more stringent standards, Eurofins Eaton Analytical provides clients with a trusted laboratory partner that can respond to their needs 24/7 from multiple locations.

**Eurofins Calscience** has been providing quality analytical services to consultants, private industry and government agencies since 1986. Eurofins Calscience is located in Garden Grove, California, but our clientele extends nationwide, and even overseas. Our facilities, instrumentation and staff have continued to expand over the years, adding capabilities and capacity to meet the demands of our clients and new regulatory drivers. We are a full-service environmental testing company, offering analysis of groundwater, sea water, sediment, storm water, soil, hazardous waste, tissue and vapor/ambient air. Eurofins Calscience maintains state-of-the-art instrumentation systems for all operations.

**Eurofins Fresno Service Center (FSC)** is ELAP certified to provide microbiology testing for water and wastewater. FSC offers project management, sample pickup, sample kits and supplies for clients in the **Central California Regions**.

Eurofins laboratories are certified to provide all of the testing the City would require. We have successfully provided these exact services for over 500 clients throughout the US. Eurofins will provide well trained and qualified project managers, analysts, and technical support to handle all of the City's needs.

## SECTION 1 – RFP Required Contents

### 1.1 - Laboratory Qualifications

Eurofins Eaton Analytical's qualifications are unmatched. Our facilities have been audited and accredited by EPA in support of special regulatory programs (ICR, UCMR and LT2) in each of the last 15 plus years. We strive to educate ourselves and obtain as much knowledge as our clients. We collaborate with EPA, the Division of Drinking Water and WQCB on analytical methods, detection limit feasibility relative to proposed regulatory thresholds, best practices and acceptable precision & accuracy.

Presently, Eurofins Eaton Analytical employs 125 permanent professional staff operating in over 30,000 square foot of analytical space in Monrovia and 1,500 in Fresno. The laboratory was established in 1969 and has continued to grow into a multi-million dollar per year capital budget, which is used to fund new testing equipment, support key staff hires, expand our emerging contaminants research, improve information systems and expedite data delivery.

Included in Appendix A of this proposal for your review are the following certification documents to demonstrate our firm's commitment quality:

- Eurofins Eaton Analytical Monrovia Laboratory California ELAP Certification
- Eurofins CalScience California ELAP Certification
- Fresno Service Center California ELAP Certification

Included in Appendix B are the following examples to demonstrate Eurofins' present ability to meet the needs of the City of Merced's requirements:

- Evidence only Certificate of Insurance
- Local Business Enterprise participation documentation

Eurofins is prepared to list the City of Merced as additionally insured.



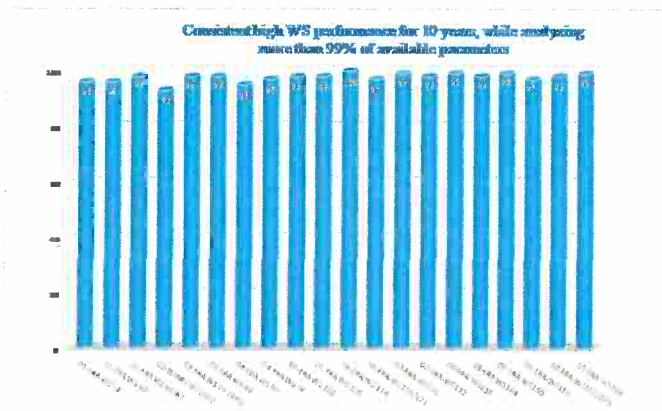
Eurofins is accredited by The NELAC Institute (TNI) and in 45 other states and territories to perform water quality analyses. Our TNI accreditation program (based on ISO17025) relies on our rigorous quality system and includes more stringent and comprehensive standards than non-TNI laboratories. More than 90% of California laboratories do not qualify for TNI accreditation. We have successfully maintained licensure for over 30 consecutive years. Our certification coverage includes accreditation in all 5 fields of testing for drinking water Inorganics, Organics, Radiochemistry, Microbiology and Disinfection By-Products. We are also ISO 17025 accredited.

Our State of California ELAP certification includes certification for additional California-specific parameters for emerging contaminants such as Hexavalent Chromium, 1,2,3-Trichloropropane and Tert-Butyl Alcohol as well as Cryptosporidium for compliance with EPA's LT2 Enhanced Surface Water Treatment Rule Round 2.

In addition to our TNI, ISO and ELAP accreditations, Eurofins also maintains the following specialty certifications relevant to water quality analysis for CECs and emerging contaminants:

- EPA LT2 approved laboratory for Cryptosporidium
- EPA UCMR3 approved laboratory for List 1 and List 2 CECs
- EPA ICR approved laboratory for disinfection by-products
- New Jersey DEP approved laboratory for ultra-low PFCs
- Massachusetts DEP approved laboratory for ultra-low Perchlorate analysis

Eurofins is subject to pre-scheduled and unannounced audits by regulators and other 3<sup>rd</sup> parties as frequently as every year. In contrast, most laboratories are audited by the same regulatory agency every 2-3 years. We also participate in the EPA Water Supply and Water Pollution Proficiency Testing (PT) programs where we have generally scored more than 99% correct for 10 years running. In addition to 3<sup>rd</sup> party PTs, we also use an internal blind performance evaluation sample program to monitor our technical operation and to verify proficiency of all analysts. Eurofins has also served as a referee laboratory for commercial producers of external reference samples as well as for the U.S. EPA in the verification of their test methods.



#### 1.1a- UCMR3 Demonstrated Expertise

Eurofins Eaton Analytical was the first commercial lab (CA00006) to meet the requirements for all of the Unregulated Contaminant Monitoring Rule (UCMR3) methods. We developed a UCMR3-specific QAPP that addresses all of the program objectives. We developed customized sample kits, specifically designed to simplify collection and address field blank collection. This includes development of a mobile app video to ensure that sample collectors understand the complex field blank requirements. As an American Water Works Association (AWWA) contractor, we were asked to develop formal recommendations to the Environmental Protection Agency (EPA) regarding the UCMR3 analyte lists, the proposed minimum reporting limits, and the requirements for what utility sizes would need to analyze and which compounds (List 1 vs List 2). We are not just members of AWWA, we are active contributors to the organization.

#### 1.1b - UCMR3 Method Experience

Eurofins Eaton Analytical analyzed more than 3,500 UCMR3 compliance samples for over 400 water systems across the United States. We provided pre-UCMR3 testing for multiple clients to assure that all steps of the collection and analysis are well understood and documented. We are certified for compliance testing in several states for many of the UCMR3 analytes and have conducted compliance monitoring using these methods (e.g., Method 537 in NJ). We were the only lab to evaluate Method 539 as part of the Water RF Project 4167 (a round-robin study of hormone methods in drinking water). We have extensive experience in low-level reporting, which was required for the UCMR3 analytes. Consequently, we know how to minimize and avoid the contamination issues that arise with these types of analyses.



During UCMR1, UCMR2, and UCMR3, Eurofins Eaton Analytical served as a primary US EPA contractor for monitoring UCMR compounds for small systems across the country. Under these contracts, we analyzed over 3,000 samples using a variety of methods, including 524.2, 525.2, 515.4, 314.0, 521, 526, 527, 528, 529, 532 and 535, with quality control requirements exceeding federal regulations and received excellent contract performance reviews from the EPA. As a UCMR contract lab, we were subjected to annual audits and ongoing proficiency tests while most commercial labs had to demonstrate proficiency only once. We provided the US EPA and AWWA with expert review on all three UCMR regulations, beginning with UCMR1 in 2001. Our team also co-authored the official US EPA Method (314.0) for perchlorate analysis that was used in UCMR1. • We served as an official US EPA method validator for many of the UCMR3 methods, including 524.3, 200.8, 218.7 and 539. For UCMR2, we were responsible for conducting more than 30% of the required large utility testing. [In UCMR3 we have reported more data into the CDX database than any other lab in the US.](#)

### **1.2 - Price Quote**

Enclosed in Appendix C is the Fee Schedule for proposed Services. [Listed fees are inclusive of project management, technical consultation, sample bottles, sampling, transportation, analysis of samples and associated QC samples, re-analysis to verify initial \(and suspect\) results, reporting of test results in PDF, EDD and EDF formats.](#) Capabilities outside of the Scope of Service detailed in this proposal are also included.

### **1.3 - Turnaround Time**

Our standard turnaround time [for routine analyses is fifteen days.](#) For extra-ordinary analyses, including but not limited to, Radium 226/228, Strontium, Contaminants of Emerging Concern and Dioxin. Eurofins operates with enough redundancy that situations such as instrument down-time do not affect turnaround time. We are ELAP certified in three locations; Monrovia, CA, Garden Grove, CA and South Bend, Indiana.

### **1.4 - Statement of Result Reporting to SWRCB**

Since State codes are added to samples to the sample profiles and pre-logs (as described in the pages to follow), result files are automatically [generated every Sunday and are uploaded to the state. Reporting results no later than the 10<sup>th</sup> of the month, following the month results are reported to the City, is strictly adhered to by our automated process.](#)

### **1.5 - Travel and Field Blank Policy**

Client satisfaction is the upmost factor in all that EEA does. If the City has a requirement or the method calls for field and trip blanks, such as in UCMR3, [there will not be a charge](#) for analysis and will be handled under the following general guidelines:

The trip blank is required to be analyzed in the event of any detects in the associated field samples. For example, both methods 504.1 and 524.2 for volatiles determination require a trip blank with [each set of samples or no less than 10% of the samples collected.](#)

When running method 525.2 for phthalates determination for compliance monitoring purposes, the laboratory runs a trip blank if any of the samples are found positive for phthalates. This is necessary to show that samples were not contaminated from bottle caps, the HCl used for preservation, or the latex gloves worn during sampling. If the samples show the presence of phthalates and there was no trip blank with the set of samples then subsequent resamples from the

site must be accompanied by a trip blank. If the samples are not to be analyzed for phthalates, the laboratory does not need to run a trip blank.

If a client has submitted a trip blank and [wishes it to be analyzed automatically](#), the sample is logged in with the appropriate tests and with the log-in ID "Trip Blank" so that analysts will know to analyze and report them.

If a trip blank is submitted and is [only to be analyzed in the event of hits](#), the sample is logged in with an ID of "Trip Blank-Hold."

For the analysis of ethylene dibromide and dibromochloropropane by Method 504.1 and phthalates by method 525.2, the analyst and supervisor ensure that if hits are detected in the associated samples, the trip blank is analyzed and reported within holding times.

Because of the relatively short holding times for VOAs by Method 524.2 and 504.1, the trip blanks are usually analyzed (unless specified by client) [whether or not there are hits](#) in the associated sample. In this way, Trip Blanks are always analyzed within holding times.

If there is adequate holding time remaining the analyst may elect to not analyze the trip blank. However in this case, the data must be reduced immediately and if there are hits, the sample must be analyzed on the next run, still within holding time. In the event that no hits are present in the associated client samples the analyst and supervisor enter NA for the trip blank and preferably place a comment on the sample "not analyzed, no hits in field samples".

In the event that an analyte is detected in the trip blank, the analyst gets the associated stationary blank from shipping, if available, and runs that immediately to confirm that the hits are not due to lab contamination when the blank was prepared. The information to associate the proper trip blank to the sample(s) is be found on the sample bottle label, through the LIMS numbering system, and/or on the COC.

Field blanks are handled in the same manner as trip blanks.

#### **1.6 - Policy on Reporting Tentatively Identified Compounds**

Tentatively Identified Compounds (TICs) can be evaluated with most gas chromatographs interfaced with a mass spectrometer detector. Compound identification is achieved by retention time match to standards on the GC and confirmed by mass spectra match to library. Quantitation of compound based on comparison to calibration. [Upon the City's request](#), a TIC report of the top detected compounds can be provided. Additional fees may apply, but, will be discussed explicitly prior to commencing the project and will not exceed \$100 per sample.

#### **1.7 - UCMR4**

The fourth Unregulated Contaminant Monitoring Rule (UCMR 4) was proposed on December 11, 2015. The proposal outlines monitoring for 30 chemical contaminants between 2018 and 2020 using analytical methods developed by [EPA and consensus organizations including Eurofins Eaton Analytical](#). Since all large community and non-transient non-community water systems (NTNCWSs) serving more than 10,000 people would be required to monitor. This would include the City of Merced.

Applications for UCMR4 laboratory certification **will not be available** until after the proposed Rule is finalized (expected summer 2016). Because we are not certain of future requirements for sampling, bottles, and addition of unique Quality Control measures, it is difficult to provide the City with analytical cost. For your budgetary purposes, the following is an EPA published list of estimated analytical costs.

**Exhibit 10: Assessment Monitoring (List 1) Analytical Costs**

Method Type	Average Analysis Cost per UCMR 4 Sample <sup>1</sup>
3 Alcohols using EPA Method 541 (Gas Chromatography Mass Spectrometry (GC/MS))	\$337
Bromide <sup>2</sup>	\$55
3 Brominated HAA Groups using EPA Method 552.3 (Gas Chromatography (GC) or 557 (Ion Chromatography Tandem Mass Spectrometry (IC-MS/MS))	\$194
One Cyanotoxin group using ELISA	\$163
7 Cyanotoxins using EPA Method 544 (Solid Phase Extraction (SPE) Liquid Chromatography Tandem Mass Spectrometry (LC/MS/MS))	\$445
2 Cyanotoxins using EPA Method 545 (LC/MS/MS)	\$428
2 Metals using EPA Method 200.8 (Inductively Coupled Plasma Mass Spectrometry (ICP-MS))	\$80
9 Pesticides and a Pesticide Byproduct using EPA Method 525.3 (SPE GC/MS)	\$415
3 Semivolatile Organic Chemicals using EPA Method 530 (GC/MS)	\$384
TOC (TBD) <sup>2</sup>	\$61
<b>Total</b>	<b>\$2,562</b>

<sup>1</sup> The average analytical cost for Assessment Monitoring was determined by averaging estimates provided by three drinking water laboratories.

<sup>2</sup> TOC and Bromide are HAA indicators and are analyzed using methods to be determined by PWSs and their laboratories. TOC methods include: Standard Method (SM) 5310 B or 5310 B-00, SM 5310 C or 5310 C-00, SM 5310 D or 5310 D-00, EPA Method 415.3 (Rev. 1.1 or 1.2) (40 C.F.R. § 141.131 (d)(3)). Bromide methods include: EPA Methods 300.0, 300.1, 317.0 (Rev. 2.0), 326.0 or American Society for Testing Materials (ASTM) D 6581-00 (40 C.F.R. § 141.131 (d)(2)).

EEA would commit to not exceeding these estimated costs should all parameters stay the same as we currently know them.

### **1.8 - Timely Communication of Abnormalities**

**Hits Report** – Every morning, an EEA report is automatically generated for each project manager which details all hits detected. If the hit is on a compliance sample and the compound is regulated the City will be notified immediately or within 24 hours. If the hit exceeds the Maximum Contaminant Level (MCL) the City is notified immediately.

**Historical report** – Every morning, an EEA report is automatically generated for each project manager that indicates when any particular sample location has a result for any analyte outside of 2 Standard Deviations of its historical results. This allows the City to take action or resample as needed. We advise that sample IDs are consistent to make this effective.

**General Errors** – Although we desire to be perfect with every sample that is submitted to us, mistakes do happen. With thorough training and adherence to the EEA Quality Manual, mistakes are reduced to a very minimum. General errors are handled in two ways. In the case of a broken



bottle the analyst or sample receiving attendant will verbally communicate with the Project Manager of the incident. If the abnormality is related to an analytical method, a Quality Investigation Report (QIR) is initiated by the analyst and is immediately reported to the Project Manager. The QIR details what happened, which samples were involved and what corrective action has been taken. The Project Manager will notify the client the same business day, but no later than 24 hours.

### **1.9 – Other Services**

Please refer to Appendix C where detailed services and fees are included.

### **1.10 – Proof of Insurance**

A Certificate of Insurance is included in Appendix B

### **1.11 References**

Eurofins provides testing, sampling and/or courier services to the following current customers who are very similar in scope to the City of Merced and serve as our official references for this proposal:

City of Lathrop  
2112 E. Louise Avenue  
Lathrop, CA 95330  
Chris Hart, (209) 992-0019  
[chart@ci.lathrop.ca.us](mailto:chart@ci.lathrop.ca.us)

City of Coalinga  
155 W. Durian Street  
Coalinga, CA 93210  
Brian Traylor, (559) 935-2981  
[btraylor@coalinga.com](mailto:btraylor@coalinga.com)

City of West Sacramento  
400 North Harbor Blvd  
West Sacramento, CA 95605  
Ryan Radford, (916) 617-4736  
[ryanr@cityofwestsacramento.org](mailto:ryanr@cityofwestsacramento.org)

San Juan Water District  
9935 Auburn-Folsom Rd  
Granite Bay, CA 95746  
George Macado (916) 316-0850 [gmachado@sjwd.org](mailto:gmachado@sjwd.org) (Ops Manager)  
Greg Turner (916) 791-6941 [gturner@sjwd.org](mailto:gturner@sjwd.org) (WTP Superintendent)

## **SECTION 2 – LABORATORY OPERATIONAL METHODS**

### **2.1 - Project Coordination**

Ms. Monica Van Natta will serve as the City's designated project manager and principal contact. Ms. Van Natta's efforts are supplemented by Ms. Mary Thao (Microbiologist and Assistant Project Manager). Additional key project staff is identified in Section 6 of this proposal.



Ms. Van Natta has over 25-years of experience providing technical and customer support. Almost 20 of those years were spent in the Client Services department of BSK Analytical Labs. She started as a Client Services Representative and later as the Client Services Manager. From 2008 to 2011, Ms. Van Natta worked for the engineering departments for both BSK and Moore Twining Associates gaining knowledge in environmental, geotechnical and inspection testing and engineering. In 2011, after being recruited by UL, Inc., (Underwriter's Laboratories), Ms. Van Natta gained exposure to environmental analytical testing on a national level. In 2014, Eurofins acquired UL's drinking water lab into the Eurofins Eaton Analytical family. This acquisition combined the #1 and #2 best labs nationwide.

As project manager, Ms. Van Natta will be your single-point of contact for all aspects of laboratory services, including:

- understanding the City's permits and monitoring guidelines for analytical testing;
- interpreting the City's testing schedules into test profiles and bottle kit orders;
- reviewing all sample submissions for completeness and correctness;
- following samples through the lab to ensure timeliness of reports;
- reporting to the City any "hits" of concern or MCL exceedances;
- checking for historical concentrations and reporting to the City when a sample result falls outside of 2 standard deviations;
- preparing final reports, invoices and sign the Cover Letter;
- posting results to the Client Access Portal (CAP);
- ensuring that reports are sent to the proper regulatory agency or City consultant as directed by the City; and,
- providing the City with any help needed in regard to sampling, interpretation of regulatory requirements, summary reports or test status.

## **2.2 - Sample Receiving**

Eurofins can respond to requests for supply deliveries or sample pick-ups anytime seven days a week. It is our plan to keep the City of Merced on the current sample pick-up schedule of Tuesdays, Thursdays and Fridays if this is what works best for the City. Courier pick-ups are conducted by a Eurofins (not 3rd party) employee. Sample kits we deliver include pre-labeled sample containers with preservative (if needed), custody form, kit inventory, gel packs and packaging material. Eurofins couriers are available for deliveries and pick-ups on demand, reflecting commitment to public health and customer service.



Each of your **orders is pre-logged** to include site name, system and site ID, test(s), turnaround time and cost. Our pre-logged sample groups afford us a mechanism to pre-label all containers with site names, eliminate data entry and associated transcription errors during login, maintain consistency in site names to facilitate complete data queries and (for potable samples) ensure EDT to the regulatory or water quality database occurs correctly. All samples collected will be delivered to Eurofins within 24 hours of sample collection and scheduled for analysis immediately upon receipt.



Our login staff inspects all samples upon receipt. We contact the client

immediately whenever samples are received with breakage, leakage, inverted septa or air bubbles (for Volatile samples), incorrect containers, wrong preservatives, missing container labels, incomplete paperwork or excessive temperature. Tracking numbers are then assigned to each sample and scheduled for analysis. Analytical Departments are immediately hand-delivered any samples with short holding times or samples requiring rush turnaround times so processing can commence immediately.



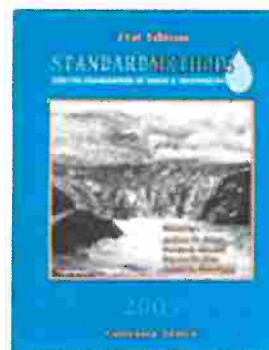
Remaining samples are stored at 4 degrees C in walk-in refrigerators. Temperatures in all cold storage areas are measured twice each day to ensure required temperature is maintained (NELAC 5.5.3). Volatiles samples are segregated in separate refrigerators to prevent cross-contamination.

Eurofins operates in a secured building with pass key access and locked refrigerators. Level I chain of custody is adhered to while your samples are in our possession. Custody documentation is maintained on the COC and in Run Logs to indicate where the samples are located at all times. Samples are disposed after 60 days, when holding times expire or according to other requirements as requested by our clients.

### **2.3 - Analytical Testing**

All microbiological testing will be performed in the Fresno Service Center under ELAP certification 2966. All other drinking water and waste water analytical testing will be performed at our main lab in Monrovia, California. Samples will arrive in Monrovia within 24 hours in order to meet hold times. Solid samples will be analyzed by our Garden Grove, Lab under ELAP

The analytical methods performed at Eurofins are based primarily on methods specified by the U.S. EPA, Standard Methods for the Examination of Water and Wastewater and/or the California Division of Drinking Water – 40 CFR Part 136 or SW-846. If more stringent standards or requirements are included in the mandated test method or by regulation, the laboratory guidance is that all Standard Operating Procedures (SOPs) meet such requirements.



All methods and method modifications are documented fully in individual SOPs. Methods are modified if, and only if, the original method goals for precision and accuracy have been met or exceeded. Modifications are usually implemented due to available resources or to expedite the process without sacrificing quality. All Methods are validated prior to analyzing client samples. The validation includes a Method Detection Limit (MDL) study following current 40 CFR Part 141 protocols, an analyst precision and accuracy study and subsequent review and approval by the Group Manager, Lab Director and Quality Assurance Officer. Every Eurofins analyst follows the QC protocols and essential QC measures specified by the laboratory SOPs

It is the policy of Eurofins to be conservative when reporting not-detect on a sample. Consequently, we have implemented minimum reporting levels (MRLs) that must be at or above the lowest standard associated with that analytical run rather than reporting to the MDL. This







designated 3<sup>rd</sup> party with the PDF final report. Our LIMS also generates and posts to the Eurofins' Client Access Portal (CAP) an EDD file of both Sample results and associated QC. Ms. Van Natta also receives EDD notifications and reviews each data deliverable to ensure correct and complete content. Final PDF, EDD and individual Invoices are simultaneously posted to the CAP.

### **2.5 - Invoicing**

Individual invoices for each order are automatically posted to the CAP at the same time final PDF reports and EDDs are posted. Invoices are generated for each individual submission. Weekly or monthly invoices can be provided to the City of Merced if requested.

All fees agreed upon become part of the test profile. This eliminates errors and provides accurate invoices each and every time.

## **SECTION 3 – LABORATORY LOCATIONS**

Eurofins Eaton Analytical, Inc.

Main Laboratory  
750 Royal Oaks Drive, Suite 100  
Monrovia, California  
Phone: 626-386-1100, Fax: 626-386-1101

Fresno Service Center (61 miles to Grogan Ave)  
1921 North Gateway, Suite 101

Fresno, California

Phone: 559-797-1931

Primary Contact: Monica Van Natta

[MonicaVanNatta@eurofinsus.com](mailto:MonicaVanNatta@eurofinsus.com)



Federal Tax ID: 46-0565341

EPA Registry ID: 110013379762

State (CDPH) ELAP Cert #: 2813(Monrovia), 2966 (Fresno Service Center)

Eurofins Calscience, Inc.  
7440 Lincoln Way  
Garden Grove, California

## SECTION 5 – RESUMES

**Ms. Monica Van Natta** is the City's principal contact and Project Manager. Ms. Van Natta holds a Bachelor's degree in Biological Sciences and has 26 years of experience as a laboratory technician, project manager, account executive and service center manager. Ms. Van Natta is responsible for coordinating sampling schedules, creating pre-logged sample groups and bottle orders, reviewing sample receipt logs, managing work in progress and reviewing, approving and submitting to the City final analytical reports, data deliverables and invoices. Ms. Van Natta will serve as the backup microbiologist.

**Ms. Mary Thao** is the City's assistant project manager when Ms. Van Natta is out sick or away on vacation. She will be the primary analyst conducting the microbiological tests in Fresno. Ms. Thao has over 10 years of experience proving analytical testing for microbiology, quality control, and numerous lab duties in support of operations. She has also served as the liaison between the client and the laboratory, scheduled sampling events, collected samples in the field and provided clients with final reports.

**Mr. Dennis Leeke** is President and Laboratory Director for Eurofins Eaton Analytical, Inc. and is responsible for our overall laboratory operation and performance. Mr. Leeke will also serve as our corporate officer to sign off on laboratory service agreements. Dennis holds a BA degree in Biology and Chemistry (Franklin College, 1993) and MBA (Notre Dame University, 2009). He has almost 20 years of experience as a senior scientist, laboratory supervisor, director of operations and general manager.

**Dr. Andrew Eaton** is Vice-President and Technical Director for Eurofins and is available to the City for technical consultations. Andy holds a BA degree in Earth Science (Antioch College, 1970), an MS in Geology (Harvard University, 1972) and a PhD in Geochemistry (Harvard University, 1975). Dr. Eaton has 35 years of experience (all with Eurofins) as a laboratory chemist, laboratory manager, laboratory director and technical director. [He is on the Peer Review Editorial Board for the Journal of the American Water Works Association](#). [He co-authored AWWA's comments to EPA on the UCMR3 Rule.](#) [He has authored numerous peer reviewed journal articles and presentations at multiple national and international conferences on analytical issues for emerging contaminants such as many of the UCMR4 analytes.](#) He served as the principal in charge for our USEPA UCMR1, UCMR2, and UCMR3 contracts.

**Mr. Rick Zimmer** is Senior Account Manager for Eurofins. Rick works hand in hand with staff on industry technical and regulatory workgroups. He also meets routinely with staff to ensure feedback is received and translated into performance improvement on the part of Eurofins. Rick holds a BS (San Diego State, 1991) and MBA (Long Beach State, 2001). Mr. Zimmer has almost 25 years of experience (all with Eurofins) as an account manager, project manager and client services manager.

**Ms. Nilda Cox** is our QA officer. She works director with each of our laboratory managers and analysts to ensure that analytical procedures are adhered to and data that we generate is compliance with ELAP, TNI and ISO 17025 quality standards. Ms. Cox also oversees the implementation of Eurofins comprehensive technical training program. Nilda holds a BS degree in Chemistry (Santa Tomas University, 1974). She has almost 40 years of experience as a research scientist, laboratory supervisor and QA officer.

In addition to our principal project staff, the following additional individuals will provide direct support to the City in their specific area of expertise:

- Mr. Karlos Rueckert supervises the sample receiving and shipping departments
- Mr. Ali Haghani supervises our LC/MS Department (PPCPs, PFCs)
- Mr. Chuck Grady supervises our GC and GC/MS Departments (VOCs, SOCs)
- Mr. Walter Hsieh supervises our Inorganics and Radchem Departments (Metals, Alpha)
- Ms. Kasey Raley supervises our Microbiology Department

We properly prepare and train our employees for all aspects of their respective duties. Each new employ is provided with a training checklist which serves as a guide in the first 6 months of employment. The initial training includes:

- Review of Health & Safety Program
- Review of Code of Ethics Policy
- Review of Quality Assurance Manual
- Review of relevant Method SOPs
- Initial Demonstration of Competence (IDC) – MDL Study, PT Sample, MS Sample

Ongoing annual competency training for all staff is also implemented at Eurofins and includes:

- Review of QA Manual, CHP Manual and relevant Method SOP(s)
- Successful analysis of blind PT samples
- Successful Demonstration of Capability (DOC) - MDL Study, PT Sample, MS Sample
- Successful analysis of 4 consecutive LCS samples

Training checklists for every Eurofins analyst are maintained by Ms. Nilda Cox and our QA Department.

## SECTION 7 – CONTRACT PROVISIONS

Eurofins has carefully reviewed the City of Merced's Standard Professional Services Agreement and do not find any major issues. Eurofins is prepared to sign off on a contract and would like to recommend some common changes to the contract. Please see Appendix D

It is our intention to meet or exceed the Local Business Enterprise (LBE) participation requirement. Eurofins has committed to purchasing a new courier vehicle from Razzari Ford, 1234 Auto Center Drive, Merced, CA 95340. A sales quote is included in Appendix B of this proposal.

## **APPENDIX A**

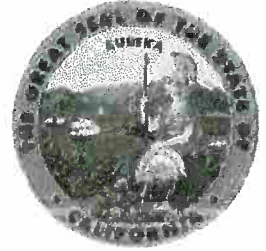


CALIFORNIA

Water Boards

EASTERN WATER RESOURCES CONTROL BOARD  
REGIONAL WATER QUALITY CONTROL BOARDS

CALIFORNIA STATE



ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

**CERTIFICATE OF ENVIRONMENTAL ACCREDITATION**

Is hereby granted to

**Eurofins Eaton Analytical, Inc. - Fresno, CA**

1921 N. Gateway, Suite 101

Fresno, CA 93727

Scope of the certificate is limited to the  
"Fields of Testing"  
which accompany this Certificate.

Continued accredited status depends on successful completion of on-site inspection,  
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of  
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **2966**

Expiration Date: **4/30/2017**

Effective Date: **4/21/2015**

Sacramento, California  
subject to forfeiture or revocation

Christine Sotelo, Chief  
Environmental Laboratory Accreditation Program



**State Water Resources Control Board**  
Division of Drinking Water

April 21, 2015

Polly Barrowman, Laboratory Director  
Eurofins Eaton Analytical, Inc.  
750 Royal Oaks Drive, Suite 100  
Monrovia, CA 91016

Dear Polly Barrowman:

Certificate No. 2966

This is to advise you that the laboratory named above has been certified as an environmental testing laboratory pursuant to the provisions of the Health and Safety Code (HSC), Division 101, Part 1, Chapter 4, Section 100825, *et seq.*

The Fields of Testing for which this laboratory has been certified are indicated on the enclosed "Fields of Testing" list. The certificate shall remain in effect until **April 30, 2017** unless it is revoked. This certificate is subject to an annual fee as dictated by HSC 100860.1(a).

The application for renewal of this certificate must be received before the expiration date of this certificate to remain in force according to HSC 100845(a).

Any changes in laboratory location or structural alterations, which may adversely affect the quality of analysis in the Fields of Testing for which this laboratory has been granted a certificate, require prior notification. Notification is also required for changes in ownership or laboratory director within 30 days of the change (HSC, Section 100845(b) and (d)).

Your continued cooperation with the above requirements is essential for maintaining the high quality of data produced by environmental laboratories certified by the State of California.

For general inquiries please contact our office at the phone number or email address listed below. For specific concerns regarding your certification, please contact me at (916) 341-5175 or at [Christine.Sotelo@waterboards.ca.gov](mailto:Christine.Sotelo@waterboards.ca.gov).

Sincerely,

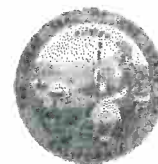


Christine Sotelo, Chief  
Environmental Laboratory Accreditation Program

Enclosure



CALIFORNIA STATE  
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM  
Accredited Fields of Testing



**Eurofins Eaton Analytical, Inc. - Fresno, CA**

1921 N. Gateway, Suite 101  
Fresno, CA 93727  
Phone: 559-797-1931

**Certificate No.: 2966**

**Renew Date: 4/30/2017**

**Field of Testing: 101 - Microbiology of Drinking Water**

101.011	001	Heterotrophic Bacteria	SimPlate
101.060	002	Total Coliform	SM9223B (Colilert)
101.060	003	E. coli	SM9223B (Colilert)
101.070	002	Total Coliform	SM9223B (Colisure)
101.070	003	E. coli	SM9223B (Colisure)
101.160	001	Total Coliform (Enumeration)	SM9223B (Colilert)
101.196	001	Heterotrophic Bacteria	SimPlate
101.200	001	E. coli (Enumeration)	SM9223 (Colilert Quantity Tray)
101.300	001	E. coli	SM9223B (Colilert)
101.301	001	E. coli	SM9223B (Colisure)

**Field of Testing: 107 - Microbiology of Wastewater**

107.245	002	E. coli	SM9223B (Colilert)
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STATE WATER RESOURCES CONTROL BOARD  
REGIONAL WATER QUALITY CONTROL BOARDS

CALIFORNIA STATE



ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

**CERTIFICATE OF ENVIRONMENTAL ACCREDITATION**

Is hereby granted to

**Eurofins Eaton Analytical, Inc. - Monrovia**

750 Royal Oaks Drive, Suite 100

Monrovia, CA 91016

Scope of the certificate is limited to the  
"Fields of Testing"  
which accompany this Certificate.

Continued accredited status depends on successful completion of on-site inspection,  
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of  
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: 2813

Expiration Date: 1/31/2017

Effective Date: 2/1/2015

Sacramento, California  
subject to forfeiture or revocation

Christine Sotelo, Chief  
Environmental Laboratory Accreditation Program



EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

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## State Water Resources Control Board

July 3, 2015

Dennis Leeke  
Eurofins Eaton Analytical, Inc. - Monrovia  
750 Royal Oaks Drive, Suite 100  
Monrovia, CA 91016

Dear Dennis Leeke:

Certificate No. 2813

This is to advise you that the laboratory named above has been certified as an environmental testing laboratory pursuant to the provisions of the Health and Safety Code (HSC), Division 101, Part 1, Chapter 4, Section 100825, *et seq.*

The Fields of Testing for which this laboratory has been certified are indicated on the enclosed "Fields of Testing" list. The certificate shall remain in effect until **January 31, 2017** unless it is revoked. This certificate is subject to an annual fee as determined by HSC 100860.1(a).

The application for renewal of this certificate must be received before the expiration date of this certificate to remain in force according to the HSC 100845(a).

Any changes in laboratory location or structural alterations, which may affect adversely the quality of analysis in the Fields of Testing for which this laboratory has been granted a certificate, require prior notification. Notification is also required for changes in ownership or laboratory director within 30 days of the change (HSC, Section 100845(b) and (d)).

Your continued cooperation with the above requirements is essential for maintaining the high quality of the data produced by environmental laboratories certified by the State of California.

For general inquiries, please contact our office at the phone number or email address listed below. For specific concerns regarding your application, please call (916) 341-5175 or email [Christine.Sotelo@waterboards.ca.gov](mailto:Christine.Sotelo@waterboards.ca.gov).

Sincerely,

A handwritten signature in cursive script, appearing to read "Christine Sotelo", written over a horizontal line.

Christine Sotelo, Chief  
Environmental Laboratory Accreditation Program

Enclosure



**CALIFORNIA STATE  
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM  
Accredited Fields of Testing**



**Eurofins Eaton Analytical, Inc. - Monrovia**

**Certificate No.: 2813**

750 Royal Oaks Drive, Suite 100

**Renew Date: 1/31/2017**

Monrovia, CA 91016

Phone: (626) 386-1100

**Field of Testing: 101 - Microbiology of Drinking Water**

101.010	001	Heterotrophic Bacteria	SM9215B
101.020	001	Total Coliform	SM9221B-2006
101.021	001	Fecal Coliform	SM9221B,E-2006
101.022	001	E. coli	SM9221B,F-2006
101.060	002	Total Coliform	SM9223B (Colilert)
101.060	003	E. coli	SM9223B (Colilert)
101.070	002	Total Coliform	SM9223B (Colisure)
101.070	003	E. coli	SM9223B (Colisure)
101.120	001	Total Coliform (Enumeration)	SM9221B,C-2006
101.130	001	Fecal Coliform (Enumeration)	SM9221B,E-2006
101.160	001	Total Coliform (Enumeration)	SM9223B (Colilert)
101.195	001	Heterotrophic Bacteria	SM9215B
101.200	001	E. coli (Enumeration)	SM9223 (Colilert Quantity Tray)
101.210	001	E. coli (Enumeration)	SM9221B,F-2006
101.300	001	E. coli	SM9223B (Colilert)
101.301	001	E. coli	SM9223B (Colisure)
101.305	001	E. coli	SM9221B,F-2006
101.307	001	Enterococci	SM9230B
101.310	001	Enterococci	Enterolert

**Field of Testing: 102 - Inorganic Chemistry of Drinking Water**

		Cyanide	OIA-1677, DW
102.015	001	Hydrogen Ion (pH)	EPA 150.1
102.020	001	Turbidity	EPA 180.1
102.026	001	Calcium	EPA 200.7
102.026	002	Magnesium	EPA 200.7
102.026	003	Potassium	EPA 200.7
102.026	004	Silica	EPA 200.7
102.026	005	Sodium	EPA 200.7
102.026	006	Hardness (calculation)	EPA 200.7
102.030	001	Bromide	EPA 300.0
102.030	002	Chlorate	EPA 300.0
102.030	003	Chloride	EPA 300.0
102.030	004	Chlorite	EPA 300.0
102.030	005	Fluoride	EPA 300.0
102.030	006	Nitrate	EPA 300.0
102.030	007	Nitrite	EPA 300.0
102.030	009	Sulfate	EPA 300.0
102.040	001	Bromide	EPA 300.1

As of 7/3/2015, this list supersedes all previous lists for this certificate number.  
Customers: Please verify the current accreditation standing with the State.

Page 1 of 10

102.040	002	Chlorite	EPA 300.1
102.040	003	Chlorate	EPA 300.1
102.040	004	Bromate	EPA 300.1
102.040	008	Nitrite	EPA 300.1
102.044	001	Bromate	EPA 317.0
102.045	001	Perchlorate	EPA 314.0
102.047	001	Perchlorate	EPA 331.0
102.050	001	Cyanide	EPA 335.4
102.060	001	Nitrate (as N) (Calculation)	EPA 353.2
102.061	001	Nitrite	EPA 353.2
102.070	001	Phosphate, Ortho	EPA 365.1
102.095	001	Turbidity	SM2130B-2001
102.100	001	Alkalinity	SM2320B-1997
102.120	001	Hardness (calculation)	SM2340B-1997
102.130	001	Conductivity	SM2510B-1997
102.140	001	Residue, Filterable TDS	SM2540C-1997
102.175	001	Chlorine, Free	SM4500-Cl G-2000
102.175	002	Chlorine, Total Residual	SM4500-Cl G-2000
102.180	001	Chlorine Dioxide	SM4500-ClO2 D
102.191	001	Cyanide, Total	SM4500-CN F
102.192	001	Cyanide, amenable	SM4500-CN G
102.200	001	Fluoride	SM4500-F B,C-1997
102.203	001	Hydrogen Ion (pH)	SM4500-H+ B-2000
102.240	001	Phosphate, Ortho	SM4500-P E
102.242	001	Silica	SM4500-SiO2 C-1997
102.262	001	Total Organic Carbon TOC	SM5310C
102.263	001	Organic carbon-Dissolved DOC	SM5310C
102.270	001	Surfactants	SM5540C
102.280	001	UV254	SM5910B
102.565	001	Cyanide	OIA-1677, DW

**Field of Testing: 103 - Toxic Chemical Elements of Drinking Water**

103.130	001	Aluminum	EPA 200.7
103.130	003	Barium	EPA 200.7
103.130	004	Beryllium	EPA 200.7
103.130	005	Cadmium	EPA 200.7
103.130	007	Chromium	EPA 200.7
103.130	008	Copper	EPA 200.7
103.130	009	Iron	EPA 200.7
103.130	011	Manganese	EPA 200.7
103.130	012	Nickel	EPA 200.7
103.130	015	Silver	EPA 200.7
103.130	017	Zinc	EPA 200.7
103.130	018	Boron	EPA 200.7
103.140	001	Aluminum	EPA 200.8
103.140	002	Antimony	EPA 200.8
103.140	003	Arsenic	EPA 200.8
103.140	004	Barium	EPA 200.8

As of 7/3/2015, this list supersedes all previous lists for this certificate number.  
Customers: Please verify the current accreditation standing with the State.

103.140	005	Beryllium	EPA 200.8
103.140	006	Cadmium	EPA 200.8
103.140	007	Chromium	EPA 200.8
103.140	008	Copper	EPA 200.8
103.140	009	Lead	EPA 200.8
103.140	010	Manganese	EPA 200.8
103.140	012	Nickel	EPA 200.8
103.140	013	Selenium	EPA 200.8
103.140	014	Silver	EPA 200.8
103.140	015	Thallium	EPA 200.8
103.140	016	Zinc	EPA 200.8
103.140	018	Vanadium	EPA 200.8
103.160	001	Mercury	EPA 245.1
103.301	001	Asbestos	EPA 100.2
103.310	001	Chromium (VI)	EPA 218.6
103.311	001	Chromium (VI)	EPA 218.7

**Field of Testing: 104 - Volatile Organic Chemistry of Drinking Water**

104.030	001	1,2-Dibromoethane	EPA 504.1
104.030	002	1,2-Dibromo-3-chloropropane	EPA 504.1
104.030	003	1,2,3-Trichloropropane	EPA 504.1
104.035	001	1,2,3-Trichloropropane	SRL 524M-TCP
104.036	001	1,2,3-Trichloropropane	SRL 525M-TCP
104.040	000	Volatile Organic Compounds	EPA 524.2
104.040	001	Benzene	EPA 524.2
104.040	007	n-Butylbenzene	EPA 524.2
104.040	008	sec-Butylbenzene	EPA 524.2
104.040	009	tert-Butylbenzene	EPA 524.2
104.040	010	Carbon Tetrachloride	EPA 524.2
104.040	011	Chlorobenzene	EPA 524.2
104.040	015	2-Chlorotoluene	EPA 524.2
104.040	016	4-Chlorotoluene	EPA 524.2
104.040	019	1,3-Dichlorobenzene	EPA 524.2
104.040	020	1,2-Dichlorobenzene	EPA 524.2
104.040	021	1,4-Dichlorobenzene	EPA 524.2
104.040	022	Dichlorodifluoromethane	EPA 524.2
104.040	023	1,1-Dichloroethane	EPA 524.2
104.040	024	1,2-Dichloroethane	EPA 524.2
104.040	025	1,1-Dichloroethene	EPA 524.2
104.040	026	cis-1,2-Dichloroethene	EPA 524.2
104.040	027	trans-1,2-Dichloroethene	EPA 524.2
104.040	028	Dichloromethane	EPA 524.2
104.040	029	1,2-Dichloropropane	EPA 524.2
104.040	033	cis-1,3-Dichloropropene	EPA 524.2
104.040	034	trans-1,3-Dichloropropene	EPA 524.2
104.040	035	Ethylbenzene	EPA 524.2
104.040	037	Isopropylbenzene	EPA 524.2
104.040	039	Naphthalene	EPA 524.2

As of 7/3/2015, this list supersedes all previous lists for this certificate number.  
 Customers: Please verify the current accreditation standing with the State.

104.040	041	N-propylbenzene	EPA 524.2
104.040	042	Styrene	EPA 524.2
104.040	043	1,1,1,2-Tetrachloroethane	EPA 524.2
104.040	044	1,1,2,2-Tetrachloroethane	EPA 524.2
104.040	045	Tetrachloroethene	EPA 524.2
104.040	046	Toluene	EPA 524.2
104.040	047	1,2,3-Trichlorobenzene	EPA 524.2
104.040	048	1,2,4-Trichlorobenzene	EPA 524.2
104.040	049	1,1,1-Trichloroethane	EPA 524.2
104.040	050	1,1,2-Trichloroethane	EPA 524.2
104.040	051	Trichloroethene	EPA 524.2
104.040	052	Trichlorofluoromethane	EPA 524.2
104.040	054	1,2,4-Trimethylbenzene	EPA 524.2
104.040	055	1,3,5-Trimethylbenzene	EPA 524.2
104.040	056	Vinyl Chloride	EPA 524.2
104.040	057	Xylenes, Total	EPA 524.2
104.040	061	Carbon Disulfide	EPA 524.2
104.040	062	Methyl Isobutyl Ketone	EPA 524.2
104.045	000	Trihalomethanes, Total	EPA 524.2
104.045	001	Bromodichloromethane	EPA 524.2
104.045	002	Bromoform	EPA 524.2
104.045	003	Chloroform	EPA 524.2
104.045	004	Dibromochloromethane	EPA 524.2
104.050	000	Gasoline Additives	EPA 524.2
104.050	002	Methyl tert-butyl Ether (MTBE)	EPA 524.2
104.050	003	tert-Amyl Methyl Ether (TAME)	EPA 524.2
104.050	004	Ethyl tert-butyl Ether (ETBE)	EPA 524.2
104.050	005	Trichlorotrifluoroethane	EPA 524.2
104.050	006	tert-Butyl Alcohol (TBA)	EPA 524.2
104.055	000	Volatile Organic Compounds	EPA 524.3
104.055	001	Benzene	EPA 524.3
104.055	002	Carbon Tetrachloride	EPA 524.3
104.055	003	Chlorobenzene	EPA 524.3
104.055	004	1,2-Dichlorobenzene	EPA 524.3
104.055	005	1,4-Dichlorobenzene	EPA 524.3
104.055	006	1,2-Dichloroethane	EPA 524.3
104.055	007	cis-1,2-Dichloroethene	EPA 524.3
104.055	008	trans-1,2-Dichloroethene	EPA 524.3
104.055	009	Dichloromethane	EPA 524.3
104.055	010	1,2-Dichloropropane	EPA 524.3
104.055	011	Ethylbenzene	EPA 524.3
104.055	012	Styrene	EPA 524.3
104.055	013	Tetrachloroethene	EPA 524.3
104.055	014	1,1,1-Trichloroethane	EPA 524.3
104.055	015	Trichloroethene	EPA 524.3
104.055	016	Toluene	EPA 524.3
104.055	017	1,2,4-Trichlorobenzene	EPA 524.3

As of 7/3/2015, this list supersedes all previous lists for this certificate number.  
Customers: Please verify the current accreditation standing with the State.



104.055	018	1,1-Dichloroethene	EPA 524.3
104.055	019	1,1,2-Trichloroethane	EPA 524.3
104.055	020	Vinyl Chloride	EPA 524.3
104.055	021	Xylenes, Total	EPA 524.3
104.056	000	Trihalomethanes, Total	EPA 524.3
104.056	001	Bromodichloromethane	EPA 524.3
104.056	002	Bromofom	EPA 524.3
104.056	003	Chloroform	EPA 524.3
104.056	004	Dibromochloromethane	EPA 524.3
104.057	000	Gasoline Additives	EPA 524.3
104.057	001	Diisopropyl Ether (DIPE)	EPA 524.3
104.057	002	Methyl tert-butyl Ether (MTBE)	EPA 524.3
104.057	003	tert-Amyl Methyl Ether (TAME)	EPA 524.3
104.057	004	Ethyl tert-butyl Ether (ETBE)	EPA 524.3
104.057	005	Trichlorofluoromethane	EPA 524.3
104.057	006	tert-Butyl Alcohol (TBA)	EPA 524.3
104.057	007	Trichlorotrifluoroethane	EPA 524.3

**Field of Testing: 105 - Semi-volatile Organic Chemistry of Drinking Water**

105.010	000	Pesticides	EPA 505
105.010	002	Alachlor	EPA 505
105.010	004	Chlordane	EPA 505
105.010	006	Endrin	EPA 505
105.010	007	Heptachlor	EPA 505
105.010	008	Heptachlor Epoxide	EPA 505
105.010	011	Lindane	EPA 505
105.010	012	Methoxychlor	EPA 505
105.010	014	Toxaphene	EPA 505
105.010	015	PCBs as Aroclors (screen)	EPA 505
105.083	000	Chlorinated Acids	EPA 515.4
105.083	001	2,4-D	EPA 515.4
105.083	002	Dinoseb	EPA 515.4
105.083	003	Pentachlorophenol	EPA 515.4
105.083	004	Picloram	EPA 515.4
105.083	005	2,4,5-TP	EPA 515.4
105.083	006	Dalapon	EPA 515.4
105.083	007	Bentazon	EPA 515.4
105.083	008	Dicamba	EPA 515.4
105.090	000	Semi-volatile Organic Compounds	EPA 525.2
105.090	001	Alachlor	EPA 525.2
105.090	002	Aldrin	EPA 525.2
105.090	003	Atrazine	EPA 525.2
105.090	004	Benzo(a)pyrene	EPA 525.2
105.090	005	Butachlor	EPA 525.2
105.090	006	Chlordane	EPA 525.2
105.090	007	Dieldrin	EPA 525.2
105.090	008	Di(2-ethylhexyl) Adipate	EPA 525.2
105.090	009	Di(2-ethylhexyl) Phthalate	EPA 525.2

As of 7/3/2015, this list supersedes all previous lists for this certificate number.  
 Customers: Please verify the current accreditation standing with the State.



105.090	013	Endrin	EPA 525.2
105.090	014	Heptachlor	EPA 525.2
105.090	015	Heptachlor Epoxide	EPA 525.2
105.090	016	Hexachlorobenzene	EPA 525.2
105.090	017	Hexachlorocyclopentadiene	EPA 525.2
105.090	018	Lindane	EPA 525.2
105.090	019	Methoxychlor	EPA 525.2
105.090	022	Molinate	EPA 525.2
105.090	023	Pentachlorophenol	EPA 525.2
105.090	025	Simazine	EPA 525.2
105.101	000	Carbamates	EPA 531.2
105.101	001	Carbofuran	EPA 531.2
105.101	002	Oxamyl	EPA 531.2
105.101	003	Aldicarb	EPA 531.2
105.101	004	Aldicarb Sulfone	EPA 531.2
105.101	005	Aldicarb Sulfoxide	EPA 531.2
105.101	006	Carbaryl	EPA 531.2
105.101	007	3-Hydroxycarbofuran	EPA 531.2
105.101	008	Methomyl	EPA 531.2
105.120	001	Glyphosate	EPA 547
105.140	001	Endothall	EPA 548.1
105.150	001	Diquat	EPA 549.2
105.170	010	1,2-Dibromo-3-chloropropane	EPA 551.1
105.170	011	1,2-Dibromoethane	EPA 551.1
105.175	001	Bromodichloromethane	EPA 551.1
105.175	002	Bromoform	EPA 551.1
105.175	003	Chloroform	EPA 551.1
105.175	004	Dibromochloromethane	EPA 551.1
105.175	005	Trihalomethanes	EPA 551.1
105.190	001	Bromoacetic Acid	SM6251B
105.190	003	Chloroacetic Acid	SM6251B
105.190	005	Dibromoacetic Acid	SM6251B
105.190	006	Dichloroacetic Acid	SM6251B
105.190	007	Trichloroacetic Acid	SM6251B
105.190	008	Haloacetic Acids (HAA5)	SM6251B
105.190	010	Chlorinated Herbicides	SM6251B
105.191	001	Haloacetic Acids (HAA5)	SM6251B (20th)
105.230	001	2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD)	EPA 1613
105.230	002	2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD) Screening O	EPA 1613

**Field of Testing: 106 - Radiochemistry of Drinking Water**

106.010	001	Gross Alpha and Beta Radiation	EPA 900.0
106.010	002	Gross Beta	EPA 900.0
106.092	001	Uranium	EPA 200.8
106.270	001	Gross Alpha by Coprecipitation	SM7110C
106.610	001	Radon-222	SM7500-Rn
106.651	001	Radium-226	Georgia Inst. of Tech. rev 1.2
106.651	002	Radium-228	Georgia Inst. of Tech. rev 1.2

As of 7/3/2015, this list supersedes all previous lists for this certificate number.  
 Customers: Please verify the current accreditation standing with the State.

**Field of Testing: 107 - Microbiology of Wastewater**

107.010	001	Heterotrophic Bacteria	SM9215B
107.020	002	Total Coliform	SM9221B-2006
107.030	002	Total Coliform with Chlorine Present	SM9221B-2006
107.040	002	Fecal Coliform	SM9221C,E-2006
107.050	002	Fecal Coliform with Chlorine Present	SM9221C,E-2006
107.100	002	Fecal Streptococci	SM9230B-2007
107.242	001	Enterococci	Enterolert
107.245	002	E. coli	SM9223B (Collert)
107.245	003	E. coli	SM9223B (Collsure)
107.247	001	E. coli	SM9221B,F-2006

**Field of Testing: 108 - Inorganic Chemistry of Wastewater**

108.020	001	Conductivity	EPA 120.1
108.090	001	Residue, Volatile	EPA 160.4
108.110	001	Turbidity	EPA 180.1
108.112	001	Boron	EPA 200.7
108.112	002	Calcium	EPA 200.7
108.112	003	Hardness (calculation)	EPA 200.7
108.112	004	Magnesium	EPA 200.7
108.112	005	Potassium	EPA 200.7
108.112	006	Silica, Dissolved	EPA 200.7
108.112	007	Sodium	EPA 200.7
108.120	001	Bromide	EPA 300.0
108.120	002	Chloride	EPA 300.0
108.120	003	Fluoride	EPA 300.0
108.120	008	Sulfate	EPA 300.0
108.120	012	Nitrate (as N)	EPA 300.0
108.120	013	Nitrate-Nitrite (as N)	EPA 300.0
108.120	014	Nitrite as N	EPA 300.0
108.183	001	Cyanide, Total	EPA 335.4
108.209	001	Ammonia (as N)	EPA 350.1
108.211	002	Kjeldahl Nitrogen, Total (as N)	EPA 351.2
108.232	003	Nitrate-Nitrite (as N)	EPA 353.2
108.232	004	Nitrite as N	EPA 353.2
108.260	001	Phosphate, Ortho	EPA 365.1
108.261	001	Phosphorus, Total	EPA 365.1
108.323	001	Chemical Oxygen Demand	EPA 410.4
108.360	001	Phenols, Total	EPA 420.1
108.362	001	Phenols, Total	EPA 420.4
108.385	001	Color	SM2120B-2001
108.390	001	Turbidity	SM2130B-2001
108.410	001	Alkalinity	SM2320B-1997
108.420	001	Hardness (calculation)	SM2340B-1997
108.430	001	Conductivity	SM2510B-1997
108.439	001	Residue, Volatile	SM2540E-1997
108.440	001	Residue, Total	SM2540B-1997

As of 7/3/2015, this list supersedes all previous lists for this certificate number.  
Customers: Please verify the current accreditation standing with the State.

108.441	001	Residue, Filterable TDS	SM2540C-1997
108.442	001	Residue, Non-filterable TSS	SM2540D-1997
108.443	001	Residue, Settleable	SM2540F-1997
108.465	001	Chlorine, Total	SM4500-Cl G-2000
108.465	002	Chlorine, Free	SM4500-Cl G-2000
108.473	001	Cyanide, amenable	SM4500-CN G-1999
108.474	001	Cyanide, Total	SM4500-CN F-1999
108.480	001	Fluoride	SM4500-F B,C-1997
108.490	001	Hydrogen Ion (pH)	SM4500-H+ B-2000
108.508	002	Ammonia (as N)	SM4500-NH3 G-1997
108.536	001	Oxygen, dissolved	SM4500-O G-2001
108.540	001	Phosphate, Ortho	SM4500-P E-1999
108.541	001	Phosphorus, Total	SM4500-P E-1999
108.552	001	Silica, Dissolved	SM4500-SiO2 C-1997
108.584	001	Sulfide (as S)	SM4500-S= D-2000
108.592	001	Biochemical Oxygen Demand	SM5210B-2001
108.592	002	Carbonaceous BOD	SM5210B-2001
108.595	001	Chemical Oxygen Demand	SM5220D-1997
108.597	001	Organic Carbon-Total (TOC)	SM5310C-2000
108.605	001	Surfactants	SM5540C-2000
108.927	001	Cyanide, available	OIA-1677-09

**Field of Testing: 109 - Toxic Chemical Elements of Wastewater**

109.010	001	Aluminum	EPA 200.7
109.010	002	Antimony	EPA 200.7
109.010	004	Barium	EPA 200.7
109.010	005	Beryllium	EPA 200.7
109.010	006	Boron	EPA 200.7
109.010	007	Cadmium	EPA 200.7
109.010	009	Chromium	EPA 200.7
109.010	010	Cobalt	EPA 200.7
109.010	011	Copper	EPA 200.7
109.010	012	Iron	EPA 200.7
109.010	013	Lead	EPA 200.7
109.010	015	Manganese	EPA 200.7
109.010	016	Molybdenum	EPA 200.7
109.010	017	Nickel	EPA 200.7
109.010	021	Silver	EPA 200.7
109.010	023	Thallium	EPA 200.7
109.010	024	Tin	EPA 200.7
109.010	025	Titanium	EPA 200.7
109.010	026	Vanadium	EPA 200.7
109.010	027	Zinc	EPA 200.7
109.020	001	Aluminum	EPA 200.8
109.020	002	Antimony	EPA 200.8
109.020	003	Arsenic	EPA 200.8
109.020	004	Barium	EPA 200.8
109.020	005	Beryllium	EPA 200.8

As of 7/3/2015, this list supersedes all previous lists for this certificate number.  
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109.020	006	Cadmium	EPA 200.8
109.020	007	Chromium	EPA 200.8
109.020	008	Cobalt	EPA 200.8
109.020	009	Copper	EPA 200.8
109.020	010	Lead	EPA 200.8
109.020	011	Manganese	EPA 200.8
109.020	012	Molybdenum	EPA 200.8
109.020	013	Nickel	EPA 200.8
109.020	014	Selenium	EPA 200.8
109.020	015	Silver	EPA 200.8
109.020	016	Thallium	EPA 200.8
109.020	017	Vanadium	EPA 200.8
109.020	018	Zinc	EPA 200.8
109.020	022	Tin	EPA 200.8
109.020	023	Titanium	EPA 200.8
109.104	001	Chromium (VI)	EPA 218.6
109.190	001	Mercury	EPA 245.1
109.445	002	Chromium (VI)	SM3500-Cr B-2009
109.446	001	Chromium (VI)	SM3500-Cr C-2009

**Field of Testing: 110 - Volatile Organic Chemistry of Wastewater**

110.040	000	Purgeable Organic Compounds	EPA 624
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**Field of Testing: 111 - Semi-volatile Organic Chemistry of Wastewater**

111.100	000	Acid/base/neutral Organic Compounds	EPA 625
111.103	000	Nitrosamines	EPA 625

**Field of Testing: 112 - Radiochemistry of Wastewater**

112.010	001	Gross Alpha and Beta Radiation	EPA 900.0
112.010	002	Gross Beta	EPA 900.0

**Field of Testing: 114 - Inorganic Chemistry of Hazardous Waste**

114.010	001	Antimony	EPA 6010B
114.010	003	Barium	EPA 6010B
114.010	004	Beryllium	EPA 6010B
114.010	005	Cadmium	EPA 6010B
114.010	006	Chromium	EPA 6010B
114.010	007	Cobalt	EPA 6010B
114.010	008	Copper	EPA 6010B
114.010	009	Lead	EPA 6010B
114.010	010	Molybdenum	EPA 6010B
114.010	011	Nickel	EPA 6010B
114.010	013	Silver	EPA 6010B
114.010	014	Thallium	EPA 6010B
114.010	015	Vanadium	EPA 6010B
114.010	016	Zinc	EPA 6010B
114.020	001	Antimony	EPA 6020
114.020	002	Arsenic	EPA 6020
114.020	003	Barium	EPA 6020
114.020	004	Beryllium	EPA 6020

As of 7/3/2015, this list supersedes all previous lists for this certificate number.  
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114.020	005	Cadmium	EPA 6020
114.020	006	Chromium	EPA 6020
114.020	007	Cobalt	EPA 6020
114.020	008	Copper	EPA 6020
114.020	009	Lead	EPA 6020
114.020	010	Molybdenum	EPA 6020
114.020	011	Nickel	EPA 6020
114.020	012	Selenium	EPA 6020
114.020	013	Silver	EPA 6020
114.020	014	Thallium	EPA 6020
114.020	015	Vanadium	EPA 6020
114.020	016	Zinc	EPA 6020
114.103	001	Chromium (VI)	EPA 7196A
114.106	001	Chromium (VI)	EPA 7199
114.140	001	Mercury	EPA 7470A
114.240	001	Corrosivity - pH Determination	EPA 9040B
114.250	001	Fluoride	EPA 9056
114.270	001	Fluoride	EPA 9214

**Field of Testing: 116 - Volatile Organic Chemistry of Hazardous Waste**

116.010	000	EDB and DBCP	EPA 8011
116.080	000	Volatile Organic Compounds	EPA 8260B
116.080	120	Oxygenates	EPA 8260B

**Field of Testing: 117 - Semi-volatile Organic Chemistry of Hazardous Waste**

117.110	000	Extractable Organics	EPA 8270C
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**Field of Testing: 129 - Cryptosporidium & Giardia**

129.010	001	Cryptosporidium	EPA 1622
129.020	001	Cryptosporidium and Giardia	EPA 1623
129.020	001	Cryptosporidium and Giardia	EPA 1623



STATE WATER RESOURCES CONTROL BOARD  
REGIONAL WATER QUALITY CONTROL BOARDS

CALIFORNIA STATE



ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

**CERTIFICATE OF ENVIRONMENTAL ACCREDITATION**

Is hereby granted to

**Eurofins Calscience, Inc.**

7440 Lincoln Way

Garden Grove, CA 92841-1427

Scope of the certificate is limited to the  
"Fields of Testing"  
which accompany this Certificate.

Continued accredited status depends on successful completion of on-site inspection,  
proficiency testing studies, and payment of applicable fees.


This Certificate is granted in accordance with provisions of  
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **2944**

Expiration Date: **9/30/2016**

Effective Date: **10/1/2014**

Sacramento, California  
subject to forfeiture or revocation

  
\_\_\_\_\_  
Christine Sotelo, Chief  
Environmental Laboratory Accreditation Program





California State

## Environmental Laboratory Accreditation Program



EDMUND G. BROWN JR.  
Governor

March 12, 2015

Steven L. Lane  
Eurofins Calscience, Inc.  
7440 Lincoln Way  
Garden Grove, CA 92841-1427

Dear Steven L. Lane:

Certificate No. 2944

This is to advise you that the laboratory named above has been certified as an environmental testing laboratory pursuant to the provisions of the Health and Safety Code (HSC), Division 101, Part 1, Chapter 4, Section 100825, *et seq.*

The Fields of Testing for which this laboratory has been certified are indicated on the enclosed "Fields of Testing." The certificate shall remain in effect until **September 30, 2016** unless it is revoked. This certificate is subject to an annual fee as prescribed by HSC 100860.1(a).

The application for renewal of this certificate must be received before the expiration date of this certificate to remain in force according to the HSC 100845(a).

Any changes in laboratory location or structural alterations, which may affect adversely the quality of analysis in the Fields of Testing for which this laboratory has been granted a certificate, require prior notification. Notification is also required for changes in ownership or laboratory director within 30 days after the change (HSC, Section 100845(b) and (d)).

Your continued cooperation with the above requirements is essential for maintaining the high quality of the data produced by environmental laboratories certified by the State of California.

If you have any questions, please contact Angela Anand at (818) 551-2043.

Sincerely,

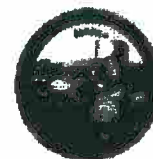
Christine Sotelo, Chief  
Environmental Laboratory Accreditation Program

Enclosure





**CALIFORNIA STATE  
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM  
Accredited Fields of Testing**



**Eurofins Calscience, Inc.**

7440 Lincoln Way  
Garden Grove, CA 92841-1427  
Phone: (714) 895-5494

**Certificate No.: 2944  
Renew Date: 9/30/2016**

**Field of Testing: 102 - Inorganic Chemistry of Drinking Water**

102.015	001	Hydrogen Ion (pH)	EPA 150.1
102.020	001	Turbidity	EPA 180.1
102.026	001	Calcium	EPA 200.7
102.026	002	Magnesium	EPA 200.7
102.026	003	Potassium	EPA 200.7
102.026	004	Silica	EPA 200.7
102.026	005	Sodium	EPA 200.7
102.026	006	Hardness (calculation)	EPA 200.7
102.030	001	Bromide	EPA 300.0
102.030	002	Chlorate	EPA 300.0
102.030	003	Chloride	EPA 300.0
102.030	005	Fluoride	EPA 300.0
102.030	006	Nitrate	EPA 300.0
102.030	007	Nitrite	EPA 300.0
102.030	008	Phosphate, Ortho	EPA 300.0
102.030	009	Sulfate	EPA 300.0
102.040	001	Bromide	EPA 300.1
102.040	002	Chlorite	EPA 300.1
102.040	003	Chlorate	EPA 300.1
102.040	004	Bromate	EPA 300.1
102.045	001	Perchlorate	EPA 314.0
102.047	001	Perchlorate	EPA 331.0
102.060	001	Nitrate (as N) (Calculation)	EPA 353.2
102.061	001	Nitrite	EPA 353.2
102.070	001	Phosphate, Ortho	EPA 365.1
102.095	001	Turbidity	SM2130B-2001
102.100	001	Alkalinity	SM2320B-1997
102.120	001	Hardness (calculation)	SM2340B-1997
102.121	001	Hardness	SM2340C-1997
102.130	001	Conductivity	SM2510B-1997
102.140	001	Residue, Filterable TDS	SM2540C-1997
102.148	001	Calcium	SM3500-Ca B-1997
102.174	001	Chlorine, Free	SM4500-Cl F-2000
102.174	002	Chlorine, Total Residual	SM4500-Cl F-2000
102.190	001	Cyanide, Total	SM4500-CN E
102.192	001	Cyanide, amenable	SM4500-CN G
102.200	001	Fluoride	SM4500-F B,C-1997
102.203	001	Hydrogen Ion (pH)	SM4500-H+ B-2000

As of 3/12/2015, this list supersedes all previous lists for this certificate number.  
Customers: Please verify the current accreditation standing with the State.

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102.220	001	Nitrite	SM4500-NO2- B-2000
102.232	002	Nitrate	SM4500-NO3- E-2000
102.240	001	Phosphate, Ortho	SM4500-P E
102.260	001	Total Organic Carbon	SM5310B
102.261	001	Organic carbon-Dissolved DOC	SM5310B
102.264	001	Total Organic Carbon	SM5310D
102.265	001	Organic carbon-Dissolved DOC	SM5310D

**Field of Testing: 103 - Toxic Chemical Elements of Drinking Water**

103.130	001	Aluminum	EPA 200.7
103.130	003	Barium	EPA 200.7
103.130	004	Beryllium	EPA 200.7
103.130	005	Cadmium	EPA 200.7
103.130	007	Chromium	EPA 200.7
103.130	008	Copper	EPA 200.7
103.130	009	Iron	EPA 200.7
103.130	011	Manganese	EPA 200.7
103.130	012	Nickel	EPA 200.7
103.130	015	Silver	EPA 200.7
103.130	017	Zinc	EPA 200.7
103.130	018	Boron	EPA 200.7
103.140	001	Aluminum	EPA 200.8
103.140	002	Antimony	EPA 200.8
103.140	003	Arsenic	EPA 200.8
103.140	004	Barium	EPA 200.8
103.140	005	Beryllium	EPA 200.8
103.140	006	Cadmium	EPA 200.8
103.140	007	Chromium	EPA 200.8
103.140	008	Copper	EPA 200.8
103.140	009	Lead	EPA 200.8
103.140	012	Nickel	EPA 200.8
103.140	013	Selenium	EPA 200.8
103.140	014	Silver	EPA 200.8
103.140	015	Thallium	EPA 200.8
103.140	016	Zinc	EPA 200.8
103.140	017	Boron	EPA 200.8
103.140	018	Vanadium	EPA 200.8
103.160	001	Mercury	EPA 245.1
103.310	001	Chromium (VI)	EPA 218.6
c	010	Manganese	EPA 200.8

**Field of Testing: 104 - Volatile Organic Chemistry of Drinking Water**

104.030	001	1,2-Dibromoethane	EPA 504.1
104.030	002	1,2-Dibromo-3-chloropropane	EPA 504.1
104.035	001	1,2,3-Trichloropropane	SRL 524M-TCP
104.040	000	Volatile Organic Compounds	EPA 524.2
104.040	001	Benzene	EPA 524.2
104.040	002	Bromobenzene	EPA 524.2

As of 3/12/2015, this list supersedes all previous lists for this certificate number.  
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## Eurofins Calscience, Inc.

Certificate No 2944

Renew Date: 9/30/2016

104.040	003	Bromochloromethane	EPA 524.2
104.040	006	Bromomethane	EPA 524.2
104.040	007	n-Butylbenzene	EPA 524.2
104.040	008	sec-Butylbenzene	EPA 524.2
104.040	009	tert-Butylbenzene	EPA 524.2
104.040	010	Carbon Tetrachloride	EPA 524.2
104.040	011	Chlorobenzene	EPA 524.2
104.040	012	Chloroethane	EPA 524.2
104.040	014	Chloromethane	EPA 524.2
104.040	015	2-Chlorotoluene	EPA 524.2
104.040	016	4-Chlorotoluene	EPA 524.2
104.040	018	Dibromomethane	EPA 524.2
104.040	019	1,3-Dichlorobenzene	EPA 524.2
104.040	020	1,2-Dichlorobenzene	EPA 524.2
104.040	021	1,4-Dichlorobenzene	EPA 524.2
104.040	022	Dichlorodifluoromethane	EPA 524.2
104.040	023	1,1-Dichloroethane	EPA 524.2
104.040	024	1,2-Dichloroethane	EPA 524.2
104.040	025	1,1-Dichloroethene	EPA 524.2
104.040	026	cis-1,2-Dichloroethene	EPA 524.2
104.040	027	trans-1,2-Dichloroethene	EPA 524.2
104.040	028	Dichloromethane	EPA 524.2
104.040	029	1,2-Dichloropropane	EPA 524.2
104.040	030	1,3-Dichloropropane	EPA 524.2
104.040	031	2,2-Dichloropropane	EPA 524.2
104.040	032	1,1-Dichloropropene	EPA 524.2
104.040	033	cis-1,3-Dichloropropene	EPA 524.2
104.040	034	trans-1,3-Dichloropropene	EPA 524.2
104.040	035	Ethylbenzene	EPA 524.2
104.040	036	Hexachlorobutadiene	EPA 524.2
104.040	037	Isopropylbenzene	EPA 524.2
104.040	038	4-Isopropyltoluene	EPA 524.2
104.040	039	Naphthalene	EPA 524.2
104.040	041	N-propylbenzene	EPA 524.2
104.040	042	Styrene	EPA 524.2
104.040	043	1,1,1,2-Tetrachloroethane	EPA 524.2
104.040	044	1,1,2,2-Tetrachloroethane	EPA 524.2
104.040	045	Tetrachloroethene	EPA 524.2
104.040	046	Toluene	EPA 524.2
104.040	047	1,2,3-Trichlorobenzene	EPA 524.2
104.040	048	1,2,4-Trichlorobenzene	EPA 524.2
104.040	049	1,1,1-Trichloroethane	EPA 524.2
104.040	050	1,1,2-Trichloroethane	EPA 524.2
104.040	051	Trichloroethene	EPA 524.2
104.040	052	Trichlorofluoromethane	EPA 524.2
104.040	053	1,2,3-Trichloropropane	EPA 524.2
104.040	054	1,2,4-Trimethylbenzene	EPA 524.2

As of 3/12/2015, this list supersedes all previous lists for this certificate number.  
Customers: Please verify the current accreditation standing with the State.

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104.040	055	1,3,5-Trimethylbenzene	EPA 524.2
104.040	056	Vinyl Chloride	EPA 524.2
104.040	057	Xylenes, Total	EPA 524.2
104.045	000	Trihalomethanes, Total	EPA 524.2
104.045	001	Bromodichloromethane	EPA 524.2
104.045	002	Bromoform	EPA 524.2
104.045	003	Chloroform	EPA 524.2
104.045	004	Dibromochloromethane	EPA 524.2
104.050	002	Methyl tert-butyl Ether (MTBE)	EPA 524.2
104.050	004	tert-Butyl Methyl Ether (TAME)	EPA 524.2
104.050	005	Ethyl tert-butyl Ether (ETBE)	EPA 524.2
104.050	006	Trichlorotrifluoroethane	EPA 524.2

**Field of Testing: 107 - Microbiology of Wastewater**

107.010	001	Heterotrophic Bacteria	SM9215B
107.020	002	Total Coliform	SM9221B-2006
107.030	002	Total Coliform with Chlorine Present	SM9221B-2006
107.040	002	Fecal Coliform	SM9221C,E-2006
107.050	002	Fecal Coliform with Chlorine Present	SM9221C,E-2006
107.100	002	Fecal Streptococci	SM9230B-2007
107.100	002	Enterococci	SM9230B
107.242	001	Enterococci	Enterolert
107.245	002	E. coli	SM9223B-2004

**Field of Testing: 108 - Inorganic Chemistry of Wastewater**

108.020	001	Conductivity	EPA 120.1
108.030	001	Hardness	EPA 130.1
108.090	001	Residue, Volatile	EPA 160.4
108.110	001	Turbidity	EPA 180.1
108.112	001	Boron	EPA 200.7
108.112	002	Calcium	EPA 200.7
108.112	004	Magnesium	EPA 200.7
108.112	005	Potassium	EPA 200.7
108.112	006	Silica	EPA 200.7
108.112	007	Sodium	EPA 200.7
108.112	008	Phosphorus, Total	EPA 200.7
108.113	001	Boron	EPA 200.8
108.113	002	Calcium	EPA 200.8
108.113	003	Magnesium	EPA 200.8
108.113	004	Potassium	EPA 200.8
108.113	005	Silica	EPA 200.8
108.113	006	Sodium	EPA 200.8
108.120	001	Bromide	EPA 300.0
108.120	002	Chloride	EPA 300.0
108.120	003	Fluoride	EPA 300.0
108.120	008	Sulfate	EPA 300.0
108.120	012	Nitrate (as N)	EPA 300.0
108.120	013	Nitrate-Nitrite (as N)	EPA 300.0

108.120	014	Nitrite as N	EPA 300.0
108.120	015	Phosphate, Ortho (as P)	EPA 300.0
108.141	001	Alkalinity	EPA 310.2
108.183	001	Cyanide, Total	EPA 335.4
108.209	001	Ammonia (as N)	EPA 350.1
108.209	001	Ammonia	EPA 350.1
108.211	002	Kjeldahl Nitrogen, Total (as N)	EPA 351.2
108.260	001	Phosphate, Ortho	EPA 365.1
108.261	001	Phosphorus, Total	EPA 365.1
108.264	001	Phosphate, Ortho	EPA 365.3
108.265	001	Phosphorus, Total	EPA 365.3
108.266	001	Phosphorus, Total	EPA 365.4
108.267	001	Phosphorus, Total	EPA 200.7
108.323	001	Chemical Oxygen Demand	EPA 410.4
108.350	001	Total Recoverable Petroleum Hydrocarbons	EPA 418.1
108.360	001	Phenols, Total	EPA 420.1
108.381	001	Oil and Grease	EPA 1664A
108.385	001	Color	SM2120B-2001
108.390	001	Turbidity	SM2130B-2001
108.400	001	Acidity	SM2310B-1997
108.410	001	Alkalinity	SM2320B-1997
108.420	001	Hardness (calculation)	SM2340B-1997
108.421	001	Hardness	SM2340C-1997
108.430	001	Conductivity	SM2510B-1997
108.439	001	Residue, Volatile	SM2540E-1997
108.440	001	Residue, Total	SM2540B-1997
108.441	001	Residue, Filterable TDS	SM2540C-1997
108.442	001	Residue, Non-filterable TSS	SM2540D-1997
108.443	001	Residue, Settleable	SM2540F-1997
108.449	001	Calcium	SM3500-Ca B-1997
108.451	001	Chloride	SM4500-Chloride C-1997
108.464	001	Chlorine, Total	SM4500-Cl F-2000
108.464	002	Chlorine, Free	SM4500-Cl F-2000
108.472	001	Cyanide, Total	SM4500-CN C,E-1999
108.473	001	Cyanide, amenable	SM4500-CN G-1999
108.480	001	Fluoride	SM4500-F B,C-1997
108.490	001	Hydrogen Ion (pH)	SM4500-H+ B-2000
108.500	001	Ammonia	SM4500-NH3 C
108.501	001	Kjeldahl Nitrogen	SM4500-NH3 C
108.502	001	Ammonia	SM4500-NH3 E
108.502	002	Ammonia (as N)	SM4500-NH3 B,E-1997
108.511	001	Kjeldahl Nitrogen, Total (as N)	SM4500-Norg B-1997
108.513	001	Kjeldahl Nitrogen, Total (as N)	SM4500-Norg D-1997
108.514	001	Nitrite as N	SM4500-NO2- B-2000
108.528	001	Nitrate-Nitrite (as N)	SM4500-NO3- E-2000
108.528	002	Nitrite as N	SM4500-NO3- E-2000
108.536	001	Oxygen, dissolved	SM4500-O G-2001

As of 3/12/2015, this list supersedes all previous lists for this certificate number.  
Customers: Please verify the current accreditation standing with the State.

108.540	001	Phosphate, Ortho	SM4500-P E-1999
108.560	001	Sulfite	SM4500-SO3 B
108.572	001	Sulfate	SM4500-SO4 E
108.584	001	Sulfide (as S)	SM4500-S= D-2000
108.592	001	Biochemical Oxygen Demand	SM5210B-2001
108.592	002	Carbonaceous BOD	SM5210B-2001
108.595	001	Chemical Oxygen Demand	SM5220D-1997
108.596	001	Organic Carbon-Total (TOC)	SM5310B-2000
108.598	001	Organic Carbon-Total (TOC)	SM5310D-2000
108.603	001	Oil & Grease Total	SM5520B-2001
108.605	001	Surfactants	SM5540C-2000

**Field of Testing: 109 - Toxic Chemical Elements of Wastewater**

109.010	001	Aluminum	EPA 200.7
109.010	002	Antimony	EPA 200.7
109.010	003	Arsenic	EPA 200.7
109.010	004	Barium	EPA 200.7
109.010	005	Beryllium	EPA 200.7
109.010	006	Boron	EPA 200.7
109.010	007	Cadmium	EPA 200.7
109.010	009	Chromium	EPA 200.7
109.010	010	Cobalt	EPA 200.7
109.010	011	Copper	EPA 200.7
109.010	012	Iron	EPA 200.7
109.010	013	Lead	EPA 200.7
109.010	015	Manganese	EPA 200.7
109.010	016	Molybdenum	EPA 200.7
109.010	017	Nickel	EPA 200.7
109.010	019	Selenium	EPA 200.7
109.010	021	Silver	EPA 200.7
109.010	023	Thallium	EPA 200.7
109.010	024	Tin	EPA 200.7
109.010	025	Titanium	EPA 200.7
109.010	026	Vanadium	EPA 200.7
109.010	027	Zinc	EPA 200.7
109.020	001	Aluminum	EPA 200.8
109.020	002	Antimony	EPA 200.8
109.020	003	Arsenic	EPA 200.8
109.020	004	Barium	EPA 200.8
109.020	005	Beryllium	EPA 200.8
109.020	006	Cadmium	EPA 200.8
109.020	007	Chromium	EPA 200.8
109.020	008	Cobalt	EPA 200.8
109.020	009	Copper	EPA 200.8
109.020	010	Lead	EPA 200.8
109.020	011	Manganese	EPA 200.8
109.020	012	Molybdenum	EPA 200.8
109.020	013	Nickel	EPA 200.8

As of 3/12/2015, this list supersedes all previous lists for this certificate number.  
Customers: Please verify the current accreditation standing with the State.

109.020	014	Selenium	EPA 200.8
109.020	015	Silver	EPA 200.8
109.020	016	Thallium	EPA 200.8
109.020	017	Vanadium	EPA 200.8
109.020	018	Zinc	EPA 200.8
109.020	020	Gold	EPA 200.8
109.020	021	Iron	EPA 200.8
109.020	022	Tin	EPA 200.8
109.020	023	Titanium	EPA 200.8
109.104	001	Chromium (VI)	EPA 218.6
109.190	001	Mercury	EPA 245.1
109.361	001	Mercury	EPA 1631E

**Field of Testing: 110 - Volatile Organic Chemistry of Wastewater**

110.020	000	Aromatic Volatiles	EPA 602
110.040	000	Purgeable Organic Compounds	EPA 624

**Field of Testing: 111 - Semi-volatile Organic Chemistry of Wastewater**

111.060	000	Polynuclear Aromatics	EPA 610
111.100	000	Base/Neutral & Acid Organics	EPA 625
111.170	000	Pesticides & PCBs	EPA 608

**Field of Testing: 114 - Inorganic Chemistry of Hazardous Waste**

114.010	001	Antimony	EPA 6010B
114.010	002	Arsenic	EPA 6010B
114.010	003	Barium	EPA 6010B
114.010	004	Beryllium	EPA 6010B
114.010	005	Cadmium	EPA 6010B
114.010	006	Chromium	EPA 6010B
114.010	007	Cobalt	EPA 6010B
114.010	008	Copper	EPA 6010B
114.010	009	Lead	EPA 6010B
114.010	010	Molybdenum	EPA 6010B
114.010	011	Nickel	EPA 6010B
114.010	012	Selenium	EPA 6010B
114.010	013	Silver	EPA 6010B
114.010	014	Thallium	EPA 6010B
114.010	015	Vanadium	EPA 6010B
114.010	016	Zinc	EPA 6010B
114.020	001	Antimony	EPA 6020
114.020	002	Arsenic	EPA 6020
114.020	003	Barium	EPA 6020
114.020	004	Beryllium	EPA 6020
114.020	005	Cadmium	EPA 6020
114.020	006	Chromium	EPA 6020
114.020	007	Cobalt	EPA 6020
114.020	008	Copper	EPA 6020
114.020	009	Lead	EPA 6020
114.020	010	Molybdenum	EPA 6020

As of 3/12/2015, this list supersedes all previous lists for this certificate number.  
Customers: Please verify the current accreditation standing with the State.



114.020	011	Nickel	EPA 6020
114.020	012	Selenium	EPA 6020
114.020	013	Silver	EPA 6020
114.020	014	Thallium	EPA 6020
114.020	015	Vanadium	EPA 6020
114.020	016	Zinc	EPA 6020
114.103	001	Chromium (VI)	EPA 7196A
114.106	001	Chromium (VI)	EPA 7199
114.130	001	Lead	EPA 7420
114.140	001	Mercury	EPA 7470A
114.141	001	Mercury	EPA 7471A
114.222	001	Cyanide	EPA 9014
114.230	001	Sulfides, Total	EPA 9034
114.240	001	Corrosivity - pH Determination	EPA 9040B
114.241	001	Corrosivity - pH Determination	EPA 9045C
114.250	001	Fluoride	EPA 9056

**Field of Testing: 115 - Extraction Test of Hazardous Waste**

115.020	001	Toxicity Characteristic Leaching Procedure (TCLP)	EPA 1311
115.021	001	TCLP Inorganics	EPA 1311
115.022	001	TCLP Extractables	EPA 1311
115.023	001	TCLP Volatiles	EPA 1311
115.030	001	Waste Extraction Test (WET)	CCR Chapter 11, Article 5, Appendix II
115.040	001	Synthetic Precipitation Leaching Procedure (SPLP)	EPA 1312

**Field of Testing: 116 - Volatile Organic Chemistry of Hazardous Waste**

116.020	031	Ethanol and Methanol	EPA 8015B
116.030	001	Gasoline-range Organics	EPA 8015B
116.040	023	1,2-Dichlorobenzene	EPA 8021B
116.040	024	1,3-Dichlorobenzene	EPA 8021B
116.040	025	1,4-Dichlorobenzene	EPA 8021B
116.040	041	Methyl tert-butyl Ether (MTBE)	EPA 8021B
116.040	062	BTEX	EPA 8021B
116.080	000	Volatile Organic Compounds	EPA 8260B
116.080	120	Oxygenates	EPA 8260B
116.100	001	Total Petroleum Hydrocarbons - Gasoline	LUFT GC/MS
116.100	010	BTEX and MTBE	LUFT GC/MS
116.110	001	Total Petroleum Hydrocarbons - Gasoline	LUFT

**Field of Testing: 117 - Semi-volatile Organic Chemistry of Hazardous Waste**

117.010	001	Diesel-range Total Petroleum Hydrocarbons	EPA 8015B
117.016	001	Diesel-range Total Petroleum Hydrocarbons	LUFT
117.017	001	TRPH Screening	EPA 418.1
117.110	000	Extractable Organics	EPA 8270C
117.111	073	Polynuclear Aromatic Hydrocarbons	EPA 8270C
117.111	076	Other Extractables	EPA 8270C
117.140	000	Polynuclear Aromatic Hydrocarbons	EPA 8310
117.150	000	Carbonyl Compounds	EPA 8315A
117.170	000	Nitroaromatics and Nitramines	EPA 8330

As of 3/12/2015, this list supersedes all previous lists for this certificate number.  
Customers: Please verify the current accreditation standing with the State.

**Eurofins Calscience, Inc.****Certificate No** 2944  
**Renew Date:** 9/30/2016

117.171	000	Nitroaromatics and Nitramines	EPA 8330A
117.210	000	Organochlorine Pesticides	EPA 8081A
117.220	000	PCBs	EPA 8082
117.240	000	Organophosphorus Pesticides	EPA 8141A
117.250	000	Chlorinated Herbicides	EPA 8151A

**Field of Testing:** 119 - Toxicity Bioassay of Hazardous Waste

119.010	001	Fathead Minnow ( <i>P. promelas</i> )	Polisini & Miller (CDFG 1988)
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**Field of Testing:** 120 - Physical Properties of Hazardous Waste

120.010	001	Ignitability	EPA 1010
120.022	001	Ignitability	EPA 1030
120.040	001	Reactive Cyanide	Section 7.3 SW-846
120.050	001	Reactive Sulfide	Section 7.3 SW-846
120.070	001	Corrosivity - pH Determination	EPA 9040B
120.080	001	Corrosivity - pH Determination	EPA 9045C

## **APPENDIX B**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Holmes Murphy & Assoc - CR  500 1st Avenue NE, Suite 300  Cedar Rapids, IA 52401	1-800-300-0325	<b>CONTACT NAME:</b> Michelle Gruis <b>PHONE (A/C, No. Ext):</b> 319-896-7715 <b>FAX (A/C, No):</b> 866-231-7822 <b>E-MAIL ADDRESS:</b> mgruis@holmesmurphy.com
<b>INSURED</b> Eurofins Eaton Analytical, Inc.  750 Royal Oaks Drive, Suite 100  Monrovia, CA 91016		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> HDI Global Insurance Company <b>INSURER B:</b> Travelers Indemnity Company <b>INSURER C:</b> Phoenix Insurance Company <b>INSURER D:</b> AXA Corporate Solutions Assurance <b>INSURER E:</b> <b>INSURER F:</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 46587495	<b>REVISION NUMBER:</b>
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLD1313801	01/01/16	01/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			HKCAP162D6535IND16	01/01/16	01/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUD1314001	01/01/16	01/01/17	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	HC2NUB157D379516	01/01/16	01/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			XFR0077075LI	07/01/15	01/01/18	Per Claim/Aggregat 5,000,000
A	Professional Liability (Claims Made Coverage)			EOD1313901	01/01/16	01/01/17	Per Claim/Aggregat 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Merced, its officers, employees, volunteers and agents are included as Additional Insureds on the General Liability and Auto Liability as required by written contract with the insured, per policy terms and conditions. The Workers Compensation includes a Waiver of Subrogation in favor of the City of Merced when required by written contract with the insured, per policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  City of Merced  678 West 18th Street  Merced, CA 95340  USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Kari Cooling</i>
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**(This form must be returned with bid)**

**CITY OF MERCED  
PROJECT NUMBER**

**PROJECT NAME**

**CERTIFICATION OF GOOD FAITH EFFORT**

Bidders are required to initial the underlined space provided to the left of each applicable provision if the bidder achieved compliance and submit this certification checklist with the bid to the Office of the Purchasing Agent, at 2525 "O" Street, Merced, California 95340. Failure to submit the required checklist with the bid will render the bid non-responsive.

1. \_\_\_\_\_ The bidder is a certified Local Business Enterprise and is therefore automatically qualified for 100% credit. No other portions of this Certification of Good Faith Effort form (except date, signature and contractor name) are required to be filled out and detailed documentation is not required

(If item 1 above is not checked, please proceed)

2. DL The bidder is not a Local Business Enterprise. The bidder hereby certifies that his actual LBE participation, estimated at 25 %, exceeds the goal listed in the Notice Inviting Bids. No other portions of this Certification of Good Faith Effort form (except date, signature and contractor name) are required to be filled out. Within two days after bid opening, only item 7 of the detailed Good Faith Effort Documentation, listing LBEs who will be subcontractors on this project, is required if bidder is the low bidder. (If the bidder has checked this item and after the bids are opened, it is determined that the bidder has not actually met the goal, the bidder must submit a new certification form completely documenting the bidder has made a good faith effort as required below.)

(If item 1 or 2 in not checked, you must complete the remainder of this form)

3. \_\_\_\_\_ The bidder has made a good faith effort to obtain sub-bid participation by LBEs which could reasonably be expected to produce a level of participation by LBEs as called for in the Notice Inviting Bids.

4. \_\_\_\_\_ The bidder has identified and selected specific work items in the project to be performed by subbidder/subcontractors in order to provide an opportunity for participation by LBEs. Upon making this determination, the bidder subdivided the total contract work requirements into smaller portions or quantities to permit maximum active participation of LBEs. If the bidder's total identified opportunities for subcontracting are less than the requested participation, this shall not disqualify the bid. However, bidder must make a good faith effort on all identified subcontracting.
5. \_\_\_\_\_ The bidder has documented efforts to follow-up initial solicitations of sub-bid interest by contacting the affected business enterprises to determine with certainty whether said enterprises were interested in performing specific portions of the project work.
6. \_\_\_\_\_ The bidder has negotiated in good faith with interested LBEs and did not unjustifiably reject as unsatisfactory bids or proposals prepared by any enterprise, as determined by the City. As documentation due after the bid, the bidder must submit a list of all sub-bidders for each item of work solicited, including dollar amounts of potential work for LBEs.
7. \_\_\_\_\_ The bidder estimates that his total LBE participation will be \_\_\_\_\_%. (Actual amount to be provided with detailed documentation due after bid).

#### CERTIFICATION

I have used this checklist and certify that positive steps were taken and documented to ensure that all available LBEs have had an equal opportunity to compete for and participate in this project. I am submitting this Certification of Good Faith Effort checklist herewith as evidence of the "Good Faith Effort" made. I understand that if I am the low bidder I am required to submit detailed documentation (unless I am a certified LBE or only the list of LBE's if I have met the goal) by 5:00 P.M. within two working days after the day of the bid opening or if my bid is to be considered for award, I am required to submit detailed documentation by 5:00 P.M. within two working days after receiving the request from the Engineering Department. I understand that if my documentation does not demonstrate that I have complied with the requirements of the "Good Faith Effort Outreach Program" as required by these bid specifications or if I do not submit adequate documentation, that my bid will be deemed non-responsive by the City.

2/25/2016  
Date

[Signature]  
Officer's Signature

Eurofins Eaton Analytical  
Firm Name:

Dennis J. Leeke / President  
Officer's Name and Title (Type or Print)

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Name of  
LBE Solicited

Date of  
Solicitation

Name of  
LBE Solicited

Date of  
Solicitation

4. List items of work for which the bidder subbids or materials to be supplied by LBEs. If work items have been broken down into smaller portions, please indicate them below.

Items of Work

Items of Supplies

2016 Ford Escape - Courier Vehicle

5. List the names of LBEs who submitted for any of the work indicated above which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of the work, and the reasons for the bidder's choice.

a. Names of Rejected LBEs:

n/a

b. Summary of Discussions and/or Negotiations:

n/a

- c. List Names of subcontractors or suppliers that were selected over the rejected LBEs listed above and the reasons for that choice:

n/a

6. List any additional data to support a demonstration of good faith effort:

n/a

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY. APPROPRIATE DOCUMENTATION SUCH AS COPIES OF NEWSPAPER ADS, LETTERS SOLICITING BIDS, AND TELEPHONE LOGS SHOULD ACCOMPANY THIS FORM.

7.

## CITY OF MERCED

# PROJECT NUMBER

## General Laboratory Services

## PROJECT NAME

**Name of Bidder:** Eurofins Eaton Analytical

## WORK ITEMS

[illegible]

### SUPPLY ITEMS

<u><b>IDENTIFIED SUPPLY ITEMS</b></u>	<u><b>LBE'S NAME</b></u>	<u><b>ITEM TOTAL</b></u>
1	2016 Ford Escape	\$ _____ <b>\$28,475.67</b>
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
<b>TOTAL OF SUPPLY ITEMS</b>		<b>\$ 28,475.67</b>

**CALCULATIONS**

A) Total Amount of Work Items	= \$ _____
B) Total Amount of Supply Items	= \$ <u>28,475.67</u>
C) Total Amount of LBE Recognition (A + B)	= \$ _____
D) Total Bid Amount From Bid Proposal	= \$ <u>113,539.00</u>
E) Percent LBE Participation (C/D x 100)	= <u>25%</u>

To the best of my knowledge, I believe the LBE Participation Calculations are true and accurate.



\_\_\_\_\_  
Signature of Bidder

Monica Van Natta

\_\_\_\_\_  
Name of Bidder (Print or Type)

02/29/2016

\_\_\_\_\_  
Date

```

RAZFM-FI WAQ
1) Contract Date: 01/29/16 Quote worksheet - Purchase mmckay 6204
2) Bank (W): CASH Quote No.: 47493 (DMV Est.)
3) L,F Name: 18) Service Contract:
4) City/County/Zip(W): 19) Maint.Contract(W):
5) Stock Number: 20) SalesTax %/Amt: 8.0000% $ 2,177.92
6) >>M.S.R.P.: $ 27,945.00 21) DaysTo/1stPmtDate: 02/28/16
7) SELLING PRICE: $ 26,945.00 22) >>P A Y M E N T<<: $ 28,475.67
8) Total AMO/WeOwe(W): $ 199.00
9) Customer Cash Down: Sale Subtotal: $ 25,695.00
10) Deferred Down (W): Total Financed: $ 28,475.67
11) Rebate(s) (W): $ 1,250.00 Finance Charge:
12) Trade(s) 1 & 2 (W): Total Other Charges:
>>>Total Down: $ 1,250.00 Total of Payments: $ 28,475.67
13) DOC Fee : $ 80.00 Deferred Price:
14) CA Tire Fee: $ 8.75 Unpaid Balance: $ 28,475.67
15) DMV(F5=RS/F7=FEES): $ 290.00
16) Smog/GVW Fees (W):
17) >>>Total Fees (W): $ 403.75
Command (?):

```

Enter a command, a field number, or press a function key. Enter ? for help.  
F3=Sv/Ex F5=RRecall F6=Cust F7=Veh F8=Trd F10=Misc SF11=>



# 2015 EUROFINS US CAPEX

CAPEX No.

EEA16008

<b>LEGAL ENTITY</b>	Eurofins Eaton Analytical, Inc.	Code	CUS032	New or Rev	
<b>BUSINESS UNIT</b>	Eaton	Code	4-719	Cost Center	8118 Sampling
<b>CAPEX</b>	Name/Title Fresno Ford Escape Category Vehicles Sub Category Vehicles-Non take Home cars				
<b>BUDGET</b>	Yes/No	No	Budget No.	Validated	
	Description	Ford Escape 4x4 for Sampling			
<b>DETAIL OF PROPOSED EXPENDITURE</b>					
		Amount	USD	Comments	
Gross cost of equipment		\$28,250.00			
Freight/shipping					
Installation/training					
Service agreements/licenses					
Stated term or life, starting and ending					
Trade-in or other reduction					
If trade, provide description in "Comments."					
Tax					
Other costs:					
Net cost of project		\$28,250.00			
Payment Terms		COD			
Depr Term			Depr Monthly Rate	Need term	
Quarter and year of purchase		Q1 16	Quarter and year of payment	Q1 16	
Funding method			Working Capital/Cash		
<b>SUGGESTED SOURCE</b>	Company	Razzari Auto Centers			
<b>OR VENDOR</b>	Contact	Phillip Verduzco	phone/email	(209) 858-1847/pverduzco@razzarifordmazda.moto	
Provide quotes and product documentation					
<b>BASIS FOR JUSTIFICATION</b>		<b>ASSET CONSIDERATIONS</b>			
check all applicable		check all applicable			
Replacement of existing asset		Will include personal computer? No Yes, contact IT			
Legal requirement/obligation		Is this Pharmaceutical CI 1 purchase Yes, contact Validation group			
Cost saving initiative/potential		1-P-QM-QMA-9017418 ? No			
New project/product line/protocol		Will a radioactive source be included? No			
Improvement/betterment of existing		Does equipment generate radiation? (X-ray, microwaves, electromagnetic fields) No Yes, contact your BU Safety Officer or EHS			
Quality requirement/improvement		Will this require ventilation control or other safety concerns? No			
Other (list):					
Other (list):					
<b>STATEMENT OF JUSTIFICATION</b>					
4x4 sampling vehicle		Necessary for rugged sampling environments			
<b>LEVEL OF PRIORITY</b>	1	1. Urgent: Affects Critical Ops.		2. Moderate: Necessary for Imprvmt. 3. Low: Current Ops. Can Continue	
<b>APPROVALS WITH INITIALS</b>	FACILITIES		SAFETY		IT
<b>SIGNATURES/APPROVALS</b>	Name	Signature		Date	
REQUESTER	Jeremy Hansen			7-Feb	
Signifies that all required information is entered and required documents if any are attached.					
BU MANAGER	Dennis Leeko				
Signifies that all information has been reviewed, is accurate and complete, and approves the investment of BU funds.					
MANAGEMENT	Paul Wise				
Signifies that the investment of funds in the requested project is approved on a country level.					
COUNTRY FINANCE	Ralf Fassbender				
Signifies that the financing is available or will be made available to fund the purchase.					
MGR	Matthew Hertweck			2-11-16	
Signifies that the terms of the purchase have been reviewed and deemed acceptable.					
CAPEX COORDINATOR	Michael Graybill			2-18-16	
Signifies that approvals are completed and capex id has been assigned					
<b>COMMENTS</b>					





## APPENDIX C

Eurofins Eaton Analytical  
**City of Merced - 2016**

Line #	# of Samples	Parameter	Method	Price/Sample	Total Price
1	10	STLC Extraction	CAL WET	\$ 9.50	\$ 95.00
2	80	Silver (Ag)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 400.00
3	40	Silver (Ag)	EPA 200.7 or 200.8 (DW)	\$ 5.00	\$ 200.00
4	10	Silver (Ag)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 90.00
5	10	Silver (Ag)	EPA 6010 or 6020 (liquid)	\$ 6.00	\$ 60.00
6	80	Aluminum (Al)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 400.00
7	40	Aluminum (Al)	EPA 200.7 or 200.8 (DW)	\$ 5.00	\$ 200.00
8	10	Aluminum (Al)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 90.00
9	87	Antimony (Sb)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 435.00
10	40	Antimony (Sb)	EPA 200.8 (DW)	\$ 5.00	\$ 200.00
11	10	Antimony (Sb)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 90.00
12	10	Antimony (Sb)	EPA 6010 or 6020 (liquid)	\$ 6.00	\$ 60.00
					\$ -
13	75	Arsenic (As)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 375.00
14	50	Arsenic (As)	EPA 200.8 (DW)	\$ 5.00	\$ 250.00
15	10	Arsenic (As)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 90.00
16	10	Arsenic (As)	EPA 6010 or 6020 (liquid)	\$ 6.00	\$ 60.00
					\$ -
17	5	Barium (Ba)	EPA 200.7 or 200.8 (WW)	\$ 6.00	\$ 30.00
18	96	Beryllium (Be)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 480.00
19	40	Beryllium (Be)	EPA 200.7 or 200.8 (DW)	\$ 5.00	\$ 200.00
20	20	Beryllium (Be)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 180.00
21	10	Beryllium (Be)	EPA 6010 or 6020 (liquid)	\$ 9.00	\$ 90.00
					\$ -
22	100	Cadmium (Cd)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 500.00
23	40	Cadmium (Cd)	EPA 200.7 or 200.8 (DW)	\$ 6.00	\$ 240.00
24	20	Cadmium (Cd)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 180.00
25	10	Cadmium (Cd)	EPA 6010 or 6020 (liquid)	\$ 6.00	\$ 60.00
					\$ -
26	100	Chromium (Cr)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 500.00
27	40	Chromium (Cr)	EPA 200.7 or 200.8 (DW)	\$ 5.00	\$ 200.00
28	20	Chromium (Cr)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 180.00
29	10	Chromium (Cr)	EPA 6010 or 6020 (liquid)	\$ 6.00	\$ 60.00
					\$ -
30	48	Hexavalent Chromium (Cr+6)	EPA 218.6 (WW)	\$ 32.00	\$ 1,536.00
					\$ -
31	100	Copper (Cu)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 500.00
32	40	Copper (Cu)	EPA 200.7 or 200.8 (DW)	\$ 5.00	\$ 200.00
33	20	Copper (Cu)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 180.00
34	10	Copper (Cu)	EPA 6010 or 6020 (liquid)	\$ 6.00	\$ 60.00
					\$ -

Eurofins Eaton Analytical  
**City of Merced - 2016**

35	5	Iron (Fe)	EPA 200.7 (WW)	\$ 6.00	\$ 30.00
					\$ -
36	100	Mercury (Hg)	EPA 245.1 or 245.2 or 200.8 (WW)	\$ 6.00	\$ 600.00
37	40	Mercury (Hg)	EPA 245.1 or 245.2 or 200.8 (DW)	\$ 5.00	\$ 200.00
38	20	Mercury (Hg)	EPA 7471 or 6020A (solid)	\$ 9.00	\$ 180.00
39	10	Mercury (Hg)	EPA 7470 or 6020 A (liquid)	\$ 6.00	\$ 60.00
40	4	Mercury (Hg)	EPA 1631 (low level)		\$ -
					\$ -
41	100	Lead (Pb)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 500.00
42	40	Lead (Pb)	EPA 200.8 (DW)	\$ 5.00	\$ 200.00
43	20	Lead (Pb)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 180.00
44	10	Lead (Pb)	EPA 6010 or 6020 (liquid)	\$ 6.00	\$ 60.00
					\$ -
45	87	Manganese (Mn)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 435.00
46	40	Manganese (Mn)	EPA 200.7 or 200.8 (DW)	\$ 5.00	\$ 200.00
47	20	Manganese (Mn)	EPA 6010 (solid)	\$ 9.00	\$ 180.00
					\$ -
48	87	Molybdenum (Mo)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 435.00
49	40	Molybdenum (Mo)	EPA 200.7 or 200.8 (DW)	\$ 5.00	\$ 200.00
50	20	Molybdenum (Mo)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 180.00
					\$ -
51	75	Nickel (Ni)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 375.00
52	40	Nickel (Ni)	EPA 200.7 or 200.8 (DW)	\$ 5.00	\$ 200.00
53	20	Nickel (Ni)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 180.00
54	10	Nickel (Ni)	EPA 6010 or 6020 (liquid)	\$ 6.00	\$ 60.00
					\$ -
55	86	Selenium (Se)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 430.00
56	40	Selenium (Se)	EPA 200.8 (DW)	\$ 5.00	\$ 200.00
57	20	Selenium (Se)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 180.00
58	10	Selenium (Se)	EPA 6010 or 6020 (liquid)	\$ 6.00	\$ 60.00
					\$ -
59	87	Thallium (Tl)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 435.00
60	40	Thallium (Tl)	EPA 200.8 (DW)	\$ 5.00	\$ 200.00
61	20	Thallium (Tl)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 180.00
62	10	Thallium (Tl)	EPA 6010 or 6020 (liquid)	\$ 6.00	\$ 60.00
					\$ -
63	157	Zinc (Zn)	EPA 200.7 or 200.8 (WW)	\$ 5.00	\$ 785.00
64	40	Zinc (Zn)	EPA 200.7 or 200.8 (DW)	\$ 5.00	\$ 200.00
65	20	Zinc (Zn)	EPA 6010 or 6020 (solid)	\$ 9.00	\$ 180.00
66	10	Zinc (Zn)	EPA 6010 or 6020 (liquid)	\$ 6.00	\$ 60.00
					\$ -
67	50	Volatile Organics	EPA 601/602 or 624 (WW)	\$ 50.00	\$ 2,500.00
68	200	Volatile Organics	EPA 502.2 or 524.2 (DW)	\$ 45.00	\$ 9,000.00
69	15	Volatile Organics	EPA 524.2 (DW)	\$ 45.00	\$ 675.00
70	30	Volatile Organics	EPA 624 (WW)	\$ 59.00	\$ 1,770.00
71	10	Volatile Organics	EPA 1624 (Low Level)	\$ 120.00	\$ 1,200.00
72	400	Volatile Organics	EPA 8260B (water/solids)	\$ 65.00	\$ 26,000.00
					\$ -

Eurofins Eaton Analytical  
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73	46	OCL Pesticides	EPA 608 or 625 (WW)	\$ 89.00	\$ 4,094.00
74	20	OCL Pesticides	EPA 1656 or 8270 (Water)	\$ 89.00	\$ 1,780.00
75	18	OCL Pesticides	EPA 505 (DW)	\$ 50.00	\$ 900.00
76	18	OCL Pesticides	EPA 508 or 525.2 (DW)	\$ 45.00	\$ 810.00
					\$ -
77	25	OP Pesticides	EPA 8141 or 8260 (solids)	\$ 79.00	\$ 1,975.00
78	10	OP Pesticides	EPA 1657 or 8270 (water)	\$ 79.00	\$ 790.00
79	18	OP Pesticides	EPA 507 or 525.2 (DW)	\$ 45.00	\$ 810.00
					\$ -
80	20	Herbicides	EPA 1658 or 8151 (water)	\$ 100.00	\$ 2,000.00
81	18	Herbicides	EPA 515.1 or 515.3 (DW)	\$ 79.00	\$ 1,422.00
82	18	Herbicides	EPA 549.2 (DW)	\$ 79.00	\$ 1,422.00
83	18	Herbicides	EPA 547 (DW)	\$ 40.00	\$ 720.00
					\$ -
84	41	Pesticides	EPA 608 or 625 (WW)	\$ 89.00	\$ 3,649.00
85	35	Pesticides	EPA 504.1 (DW)	\$ 35.00	\$ 1,225.00
86	10	Pesticides	EPA 8011 or 8260 (solids)	\$ 50.00	\$ 500.00
87	10	Pesticides	EPA 8141 or 8270 (solids)	\$ 65.00	\$ 650.00
					\$ -
88	35	BNA Compounds	EPA 625 (WW)	\$ 125.00	\$ 4,375.00
89	10	BNA Compounds	EPA 1625 or 8270 (Low Level)	\$ 125.00	\$ 1,250.00
					\$ -
90	6	Dioxin	EPA 8290 (solids)	\$ 600.00	\$ 3,600.00
91	6	Dioxin	EPA 1613 (water)	\$ 215.00	\$ 1,290.00
					\$ -
92	30	TTHMs	EPA 502.2 or 524.2 (DW)	\$ 40.00	\$ 1,200.00
					\$ -
93	20	HAA5	EPA 552.2 or 552.3 (DW)	\$ 60.00	\$ 1,200.00
					\$ -
94	15	Ammonia (as N)	SM 4500-NH3	\$ 33.00	\$ 495.00
					\$ -
95	50	Cyanide	EPA 335.4 or SM 4500-CN	\$ 25.00	\$ 1,250.00
					\$ -
96	10	Title 22 Minerals	General, Physical, and Inorganic	\$ 144.00	\$ 1,440.00
					\$ -
97	16	Standard Minerals		\$ 82.00	\$ 1,312.00
					\$ -
98	50	Oil and Grease	EPA 1664A	\$ 30.00	\$ 1,500.00
					\$ -
99	52	Total Nitrogen/TKN	SM 351.2	\$ 20.00	\$ 1,040.00
					\$ -
100	52	Total Oxidizable Nitrogen (as N)	SM 4500-NO3-F	\$ 12.00	\$ 624.00
					\$ -
101	20	Total Nitrogen/TKN	SM4500-NH3/Norg	\$ 30.00	\$ 600.00
					\$ -
102	20	Nitrate (as NO3)	EPA 300.0	\$ 10.00	\$ 200.00
					\$ -

Eurofins Eaton Analytical  
**City of Merced - 2016**

103	20	Nitrate (as N)	EPA 300.0	\$ 10.00	\$ 200.00
					\$ -
104	20	Chloride	EPA 300.0	\$ 10.00	\$ 200.00
					\$ -
105	36	Fluoride	EPA 300.0 or SM 4500-F	\$ 10.00	\$ 360.00
					\$ -
106	50	Sulfate	EPA 300.0	\$ 10.00	\$ 500.00
					\$ -
107	50	Sulfide (as S)	SM 4500-S	\$ 14.00	\$ 700.00
					\$ -
108	50	Sulfide (as SO3)	SM 4500- SO3	\$ 25.00	\$ 1,250.00
					\$ -
109	50	Hardness (as CaCO3)	SM 2340 B	\$ 14.00	\$ 700.00
					\$ -
110	20	Foaming Agents (MBAS)	SM 5540 C	\$ 20.00	\$ 400.00
					\$ -
111	40	Phosphorus, Total (as P)	EPA 365.4 or SM 4500-P	\$ 10.00	\$ 400.00
					\$ -
112	20	pH	SM 4500-H B	\$ 5.00	\$ 100.00
					\$ -
113	60	Specific Conductance (EC)	EPA 120.1 or SM2510 B	\$ 5.00	\$ 300.00
					\$ -
114	60	Total Dissolved Solids (TDS)	EPA 2540 C	\$ 10.00	\$ 600.00
					\$ -
115	15	Radio Nuclides	As approved by EPA for Waste	\$ 27.00	\$ 405.00
					\$ -
116	18	Uranium	As approved by SWRCB	\$ 15.00	\$ 270.00
					\$ -
117	70	Total Petroleum Hydrocarbons	All Fractions, SWRCB approved method	\$ 60.00	\$ 4,200.00
					\$ -
118	5	Fecal Coliform	SM9221E	\$ 10.00	\$ 50.00
					\$ -
119	5	Presence/ Absence Coliform	SM 9223	\$ 40.00	\$ 200.00
					\$ -
120	7	Tributyl Tin	GC/MS	\$ 220.00	\$ 1,540.00
					\$ -
121	42	UCMR4	EPA 524.3 (UCMR4 will be performed 2x/yr	See proposal page 4	
122	42	UCMR4	EPA 200.8	See proposal page 4	
123	42	UCMR4	EPA 218.7	See proposal page 4	

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<b>124</b>	42	UCMR4	EPA 300.1	See proposal page 4	
<b>125</b>	42	UCMR4	EPA 537	See proposal page 4	
<b>126</b>	42	UCMR4	EPA 539	See proposal page 4	
				<b>Total Bid:</b>	<b>\$ 113,539.00</b>

## Additional Service Offerings

(Prices do not reflect City of Merced discount)

Formerly MWH Laboratories

Eurofins Eaton Analytical, Inc.

750 Royal Oaks Drive, Suite 100  
Monrovia, CA 91016-3629

T | 626-386-1100  
F | 626-386-1101  
[www.EatonAnalytical.com](http://www.EatonAnalytical.com)



## Eurofins Eaton Analytical

ANALYSIS	Price (\$)	Test Type	Ref Method	UNITS	Std TAT (working days)	BOTTLE TYPE*	IDEAL SAMPLE SIZE*	PRESERVATIVE*		HOLDING TIME*	ANALYSIS
								RAW	FINISHED	EXTRACT	
Actinomycetes	\$175	MF	SM 9250	CFU/ml	10	Poly	500 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
Acrylamide	\$250	LC/MS/MS	MWH/ LCMSMS	ug/l	15	Amber Glass	125 ml	None	None	-----	28 Days
Aldehydes	\$250	GC/ECD	EPA 556/556.1	ug/l	10	Glass	(2) 40 ml	NH <sub>4</sub> Cl+ CuSO <sub>4</sub>	NH <sub>4</sub> Cl+ CuSO <sub>4</sub>	-----	7 days
Aldehydes- Formaldehyde/Acetaldehyde only	\$200	GC/ECD	EPA 556/556.1	ug/l	10	Glass	(2) 40-ml	NH <sub>4</sub> Cl+ CuSO <sub>4</sub>	NH <sub>4</sub> Cl+ CuSO <sub>4</sub>	-----	7-Days
Algae Enumeration (plankton)	\$150	Microscopy	Flow Cytometry	#/ml	5	Poly	1 L	None	None	-----	7 Days
Algae Identification (plankton)	\$150	Microscopy	Flow Cytometry	N/A	5	Poly	1 L	None	None	-----	7 Days
Algal Toxins			Elisa/LC-MS-MS		15						28 Days
Anatoxin-a	\$300	LC/MS/MS	EPA 545 mod	ug/l	10	A-glass	40 ml	None	special	-----	28 Days
Cylindrospermopsin	\$200	LC/MS/MS	EPA 545 mod	ug/l	10	A-glass	40 ml	None	special	-----	28 Days
Saxitoxin (pending-not currently offered)	\$400	LC/MS/MS	LC-MS-MS	ug/L	10	A-glass	40 ml	None	special	-----	28 Days
Cylindrospermopsin & Anatoxin-a	\$400	LC/MS/MS	EPA 545 mod	ug/L	10	A-glass	40 ml	None	special	-----	28 Days
Cylindrospermopsin & anatoxin a & Microcystins (LR, LA, RR, YR, LF, LY) and Nodularin	\$500	LC/MS/MS	In house LC-MS-MS	ug/L	10	A-glass	40 ml	None	ascorbic	-----	28 Days
Cylindrospermopsin & anatoxin a & Microcystins (LR, LA, RR, YR, LF, LY) and Nodularin- Low level	\$550	LC/MS/MS	In house LC-MS-MS	ug/L	10	A-glass	40 ml	None	ascorbic	-----	28 Days
Microcystin-LR by LC-MS-MS	\$250	LC-MS-MS	In house LC-MS-MS	ug/l	10	A-glass	40 ml	None	ascorbic	-----	28 Days
Microcystin-LR by LC-MS-MS- low level	\$300	LC-MS-MS	In house LC-MS-MS	ug/l	10	A-glass	40 ml	None	ascorbic	-----	28 Days
Microcystin-LR	\$200	Immunoassay	Elisa	ug/l	10	A-glass	40 ml	None	Thio or ascorbic	-----	28 Days
Microcystins (LR, LA, RR, and YR) and nodularin	\$450	LC/MS/MS	In house LC-MS-MS	ug/l	10	A-glass	40 ml	None	ascorbic	-----	28 Days
Microcystins (LR, LA, RR, and YR) and nodularin-low level	\$475	LC/MS/MS	In house LC-MS-MS	ug/l	10	A-glass	40 ml	None	ascorbic	-----	28 Days
Microcystins (LR, LA, RR, and YR) and nodularin-544	\$550	LC/MS/MS	EPA 544	ug/l	10	A-glass	1L	None	special	-----	28 Days
Alkalinity, Total	\$25	Titration	SM2320B	mg/l	10	Poly	125 ml	None	None	-----	14 Days
Alkalinity, all forms by titration	\$75	Titration	SM2320B	mg/l	10	Poly	125 ml	None	None	-----	14 Days
Aluminum by ICP	\$20	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Aluminum by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Anion Sum in meq/L (for major anions)	\$25	Calculation	SM 1040	meq/l	10						
Anions (3)- Cl, SO <sub>4</sub> , NO <sub>3</sub>	\$75	IC/RFA	EPA 300.0/353.2	mg/l	10	Poly	125 ml	None	None	-----	48 Hours
Antimony by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Arsenic - Low Level	\$50	ICP/MS	EPA 200.8	ug/L	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Arsenic III	\$75	Resin-ICP/MS	EPA 200.8	ug/l	10	A-Poly (amber)	125 ml	EDTA+HAC	EDTA+HAC	-----	14 Days
Arsenic V (by difference)	\$100	Resin-ICP/MS	EPA 200.8	ug/l	10	A-Poly (amber)	125 ml	EDTA+HAC	EDTA+HAC	-----	14 Days
Arsenic by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Asbestos	\$300	TEM	EPA 100.2	MFL	15	Poly-sonicated	1 L	None	None	-----	48 Hours
Assimilable Organic Carbon (AOC)	\$300	Fluorescence Micro	Weinrich et al	ug /l	10	Glass	250 ml	sterile plus thio	sterile plus thio	pasteurize within 48 Hours	5 days
ATP	\$125	Luminometry	RD100	ng/l	10	sterile poly	120 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	-----	24 Hours
Bacti-Coliform T/F (Drinking Water)	\$30	MTF	SM 9223B	MPN	5	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
Bacti-Coliform T/F (Drinking Water)	\$30	MTF-18 hrs	SM 9223B	MPN	5	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
Bacti-Coliform T/F (Drinking Water)	\$30	Colliert	SM9223	N/A	5	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
Bacti-Coliform T/F (Drinking Water)	\$30	Colisure	SM9223B	N/A	5	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
Bacti- Total Coliform/E. coli (MPN)	\$50	Q72000	SM9223B	N/A	5	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
Bacti-Fecal Coliform	\$50	MF	SM9222B	N/A	5	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
Bacti-Heterotrophic Plate Count	\$25	Pour Plate	SM9215B	CFU/ml	5	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
Bacti-Heterotrophic Plate Count	\$25	Spread Plate	SM9215C	CFU/ml	5	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
Bacti-Heterotrophic Plate Count (MPN)	\$35	Simplate	Simplate	CFU/ml	5	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> 10-35mg	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
Bacteria- Iron	\$175	Microscopy	Light Microscope	colonies	15	Poly	1L sterile	None	None	N/A	N/A
Barium by ICP	\$20	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Barium by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Beryllium by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Biochemical Oxygen Demand	\$100	DO meter	SM 5210B	mg/l	10	Poly	1 L	None	None	48 hours	5 days (read)
Biodegradable Organic Carbon	\$250	incubation/UV-persulfate	Allgeier, 1996	mg/l	15	Glass	250 ml	None	None	48 hours	N/A
Bismuth by ICPMS	\$50	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Boron by ICP	\$20	ICP	EPA 200.7	mg/l	10	Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Boron by ICPMS	\$20	ICP/MS	EPA 200.8	ug/l	10	Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Bromate- Low Level	\$100	IC	EPA 317	ug/l	10	Poly	125 ml	Ethylene Diamine	Ethylene Diamine	-----	28 Days
Bromate	\$100	IC	EPA 300.1	ug/l	10	Poly	125 ml	Ethylene Diamine	Ethylene Diamine	-----	28 Days
Bromate by LC-MS-MS	\$150	LC-MS-MS	LC-MS-MS	ug/l	5	Poly	125 ml	Ethylene Diamine	Ethylene Diamine	-----	28 Days
Bromide	\$40	IC	EPA 300.0	ug/l	10	Poly	125 ml	None	None	-----	28 Days
Bromide, chlorate, & chlorite	\$100	IC	EPA 300.0B	ug/l	10	Poly	125 ml	None	None	-----	28 Days
Fluoride, chloride, nitrate, & sulfate by IC	\$100	IC	EPA 300.0A	mg/l	10	Poly	125 ml	None	None	-----	2 Days
Cadmium by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Calcium by ICP	\$20	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Carbamates-Low Level	\$200	HPLC	EPA 531.2	ug/l	15	Glass	(2) 40 ml	Citrate+Thio	Citrate+Thio	-----	28 Days
Carbamates (11)	\$200	HPLC	EPA 531.2	ug/l	15	Glass	(2) 40 ml	Citrate+Thio	Citrate+Thio	-----	28 Days
Carbamates - Phase II & V	\$175	HPLC	EPA 531.2	ug/l	15	Glass	(2) 40 ml	Citrate+Thio	Citrate+Thio	-----	28 Days
Carbon Dioxide (Free-by calculation)	\$25	TDS, ALK, PH, Calc	4500-CO2 B	mg/l	10						
Carboxylic Acids- Confirmation	\$150	LC-MS-MS	L240	ug/l	15	A-Poly	125 ml	HgCl <sub>2</sub>	HgCl <sub>2</sub>	-----	TBD
Carboxylic Acids by LC-MS-MS	\$350	LC-MS-MS	L240	ug/l	15	A-Poly	125 ml	HgCl <sub>2</sub>	HgCl <sub>2</sub>	-----	TBD
Carboxylic Acids by IC	\$350	IC	IC300	ug/l	15	A-Poly	125 ml	HgCl <sub>2</sub>	HgCl <sub>2</sub>	-----	TBD
Cation Sum	\$25	Calculation	SM 1040	meq/l	10						
Cations (4) by ICP	\$80	CA/M6/NA/K	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Chemical Oxygen Demand	\$50	Colorimetric	EPA 410.4/SM 5220D	mg/l	10	Glass	125 ml	H2SO4	H2SO4	-----	28 days
Chloral Hydrate	\$150	GC/ECD	EPA 551.1	ug/l	10	Glass	(3) 40 ml	Sulfite+buffer	Sulfite+buffer	14 days	14 Days
Chlorate (non UCMR3)	\$50	IC	EPA 300.0/300.1	ug/l	10	Poly	125 ml	EDA	EDA	-----	28 Days
Chloride	\$25	IC	EPA 300.0	mg/l	10	Poly	125 ml	None	None	-----	28 Days
Chlorine Demand	\$175	Colorimetric	SM 2350	mg/l	15	Glass	250 ml	None	None	-----	24 Hours
Chloramines residual	\$40	Colorimetric	SM 4500CL-G	mg/l	5	Glass	250 ml	None	None	-----	15 min(field)
Chlorine Dioxide Residual	\$30	Colorimetric	SM 4500CL02-D	mg/l	5	Glass	250 ml	None	None	-----	15 min(field)

## Eurofins Eaton Analytical

ANALYSIS	Price (\$)	Test Type	Ref Method	UNITS	Std TAT (working days)	BOTTLE TYPE*	IDEAL SAMPLE SIZE*	PRESERVATIVE*		HOLDING TIME*	
								RAW	FINISHED	EXTRACT	ANALYSIS
Chlorine Residual (Free)	\$25	Colorimetric	SM 4500CL-6	mg/l	5	Glass	250 ml	None	None	-----	15 min(field)
Chloramines (Low Level)	\$25	Colorimetric	SM 4500CL-6	mg/l	5	Glass	250 ml	None	None	-----	15 min(field)
Chlorine Residual (Free-Low Level)	\$30	Colorimetric	SM 4500CL-6	mg/l	5	Glass	250 ml	None	None	-----	15 min(field)
Chlorine Residual (Total-Low Level)	\$30	Colorimetric	SM 4500CL-6	mg/l	5	Glass	250 ml	None	None	-----	15 min(field)
Chlorine Residual (Total)	\$25	Colorimetric	SM 4500CL-6	mg/l	5	Glass	250 ml	None	None	-----	15 min(field)
Chlorite (may require sparging)	\$50	IC	EPA 300.1B	ug/l	10	Amber 6 or Poly	60 ml	Ethylene Diamine	Ethylene Diamine	-----	14 Days
Chromium by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Chromium Low Level by ICP/MS	\$50	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Chromium, Hexavalent (low level)	\$100	IC	EPA 218.6	ug/l	10	Poly	125 ml	buffer	buffer	-----	5 days
Chromium, Hexavalent (low level)	\$100	IC	EPA 218.7	ug/l	10	Poly	125 ml	buffer	buffer	-----	14 Days
Chromium, Hexavalent	\$75	Colorimetric	SM3500CR B	ug/l	10	Poly	125 ml	buffer	buffer	-----	28 days
Chromium, Hexavalent-RCRA	\$125	Colorimetric	SW7196	ug/l	3	Poly	125 ml	buffer	buffer	-----	24 Hours
Chromium, Hexavalent-RCRA	\$125	IC	SW7199	ug/l	3	Poly	125 ml	buffer	buffer	-----	24 Hours
Cobalt by ICP-MS (non UCMR3)	\$20	ICP/MS	EPA 200.8	ug/l	10	Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Coliphage (advance notice needed)	\$200	Assay	EPA 1601/1602	PFU/ml	15	Poly	1L	None	None	-----	24 Hours
Color (Apparent)	\$15	Visual	SM2120B	ACU	5	Glass	500 ml	None	None	-----	48 Hours
Color (True)	\$25	Visual	SM2120B	TCU	5	Glass	500 ml	None	None	-----	48 Hours
Color (apparent & true)	\$30	Visual	SM2120B	PC	5	Glass	500 ml	None	None	-----	48 Hours
Conductivity (Specific Conductance)	\$15	Electrometric	SM2510B	umho/cm	10	Poly	125 ml	None	None	-----	28 days
Copper by ICP	\$20	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Copper by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Corrosivity/Langelier Index	\$100	Co, pH, Alk, calc	SM 2330B	Units	10	Poly	(2) 500 ml	None	None	-----	14 Days
Corrosivity/Langelier Index (calc - requires other tests)	\$25	Calculation only	SM 2330B	Units	10	Poly	(2) 500 ml	None	None	-----	14 Days
Cyanide, Amenable	\$100	Colorimetric/RFA	SM4500CN-G	mg/l	15	Poly	1 L	NaOH	NaOH	-----	14 Days
Cyanide-Free (Drinking Water)	\$50	Probe	SM4500CN-F	mg/l	10	Poly	250 ml	NaOH	NaOH+ascorbic	-----	14 Days
Cyanide, Total (Wastewater or DW)	\$75	Colorimetric/RFA	EPA 335.4	mg/l	10	Poly	250 ml	NaOH	NaOH+ascorbic	-----	14 Days
Cyanogen Chloride Screen	\$125	Colorimetric/RFA	EPA 335.4mod	ug/l	5	Glass	(2) 40 ml	None	None	-----	2 Days
Dioxane, 1,4- Low Level (UCMR3 or non UCMR)	\$250	GC/MS	EPA 522	ug/l	15	Amber Glass	(3) 125mL	Bisulfate	Bisulfate+sulfite	28 days	28 Days
Dioxane, 1,4- Low Level	\$200	GC/MS	EPA 522	ug/l	15	Amber Glass	(3) 125mL	Bisulfate	Bisulfate+sulfite	28 days	28 Days
Dioxin-Drinking Water	\$400	GC/MS/MS	EPA 1613B	pg/l	15	Glass	(2) 1 L	None	Thio	1 year	40 days
Dioxin-Drinking Water >1 NTU (subbed)	\$450	GC/MS/MS	EPA 1613B	pg/l	15	Glass	(2) 1 L	None	Thio	1 year	40 days
Diquat/Paraquat	\$200	HPLC	EPA 549.2	ug/l	10	amber poly	1L	H2SO4	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	7 Days	21 Days
Diquat	\$175	HPLC	EPA 549.2	ug/l	10	amber poly	1L	H2SO4	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	7 Days	21 Days
Diquat - low level	\$200	HPLC	EPA 549.2	ug/l	10	amber poly	1L	H2SO4	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	7 Days	21 Days
Dissolved Metals (ICP or ICPMS)	\$20 each	lab filter	EPA200.7 or 200.8	ug/l	10	poly	250 ml	None	None	2 days	6 Months
EDB and DBCP	\$80	GC/ECD	EPA 551.1	ug/l	10	Glass	(2) 40ml	Buffer	Buffer	14 days	14 Days
EDB, DBCP	\$100	GC/ECD	EPA 504.1	ug/l	10	Glass	(3) 40 ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 days	1 day
EDB, DBCP, and TCP	\$120	GC/ECD	EPA 504.1	ug/l	10	Glass	(3) 40 ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 days	1 day
EDC/PPCP/Hormone small volume screen (90 plus cmpds)	\$900	LC-MS-MS	LC-MS-MS	ppt	25	Amber Glass	(1) 40 ml	Omadine+ascorbic	Omadine+ascorbic	-----	28 days
EDCs - PPCP ESneg or ESpos only	\$500	LC-MS-MS	LC-MS-MS	ppt	25	Amber Glass	(2) 500 ml	Omadine+ascorbic	Omadine+ascorbic	-----	28 Days
EDTA Only	\$150	IC/Amperometric	IC	ug/l	10	poly	1 x 60 ml	none	none	-----	14 Days
EDTA plus NTA	\$200	IC/Amperometric	IC	ug/l	10	poly	1 x 60 ml	none	none	-----	14 Days
Endothall	\$175	GC/MS	EPA 548.1	ug/l	15	Amber Glass	250 ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	7 days	14 Days
Endothall - Low Level	\$200	LC-MS-MS	ISO- LC-MS-MS	ug/l	15	Amber Glass	40 ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	7 days	14 Days
Enterococci Analysis	\$150	MTF	SM9230	CFU/ml	10	Glass	250 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
Epichlorohydrin	\$200	GC/MS	EPA 524.2m	ug/l	10	Glass	(2) 40 ml	None	None	-----	7 Days
Explosives by LCMSMS	\$300	LCMSMS	LC-MS-MS	ug/l	20	Amber Glass	(3) 1 L	None	special cocktail	-----	14 Days
Fecal Streptococci (5 Dilutions)	\$125	MTF	SM 9230	MPN	10	Amber Glass	250 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
Fluoride	\$25	ISE	SM4500F C	mg/l	10	Poly	125 ml	None	None	-----	28 Days
Fragrances - Galaxolide/Musk Ketone	\$500	GC-MS-MS	EPA 527 mod	ng/l	15	Amber Glass	(3) 1 L	Not App	special cocktail	14 days	28 Days
Gadolinium Anomaly	\$200	ICP/MS	EPA 200.8	ug/l	15	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Gallium and Rubidium	\$50	ICP/MS	ASQ2012	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
General Mineral plus metals	\$400	varies	various	varies	15	Poly	2 x 500 ml	None/HNO <sub>3</sub>	None/HNO <sub>3</sub>	-----	varies
General Physical (Color, Odor, Turb)	\$50	Visual; odor; nephelometric	various	varies	10	Glass	1L	None	None	-----	24-48 Hours
Giardia/Cryptosporidium	\$450	Microscopy	EPA 1623	oocysts/L	10	cubitainer	10L	none	thio	-----	96 hours
Glyphosate	\$175	HPLC/PCD	EPA 547	ug/l	10	Glass	60 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	14 Days
Glyphosate & AMPA	\$200	HPLC/PCD	EPA 547	ug/l	10	Glass	60 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	14 Days
Glyphosate & AMPA	\$250	LC-MS-MS	LC-MS-MS	ug/l	15	Glass	60 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	14 Days
HAAs (HAA6)	\$180	GC/ECD	SM6251B	ug/l	10	Amber Glass	(3) 40 ml	NH <sub>4</sub> Cl	NH <sub>4</sub> Cl	14 days	14 Days
HAA 9	\$250	GC/ECD	SM6251B	ug/l	15	Amber Glass	(3) 40 ml	NH <sub>4</sub> Cl	NH <sub>4</sub> Cl	14 days	14 Days
HAAs (HAA6)	\$180	GC/ECD	EPA 552.2	ug/l	10	Amber Glass	(3) 40 ml	NH <sub>4</sub> Cl	NH <sub>4</sub> Cl	14 days	14 Days
HAA 9	\$250	GC/ECD	EPA 552.2	ug/l	15	Amber Glass	(3) 40 ml	NH <sub>4</sub> Cl	NH <sub>4</sub> Cl	14 days	14 Days
Haloacetonitriles + EDB-DBCP	\$200	GC/ECD	EPA 551.1	ug/l	10	Amber Glass	(2) 60 ml	buffer	buffer	14 days	14 Days
Haloacetonitriles	\$150	GC/ECD	EPA 551.1	ug/l	10	Amber Glass	(2) 60 ml	buffer	buffer	14 days	14 Days
Haloacetonitriles/THMs	\$175	GC/ECD	EPA 551.1	ug/l	10	Amber Glass	(2) 60 ml	buffer	buffer	14 days	14 Days
HAAs-Total Potential	\$250	ECD (incubation+anal)	SM 5710B	ug/l	20	Amber Glass	1 L	None	None	14 days	14 Days
HAAs-Total Potential (incubation portion)	\$75	GC/ECD	SM 5710B	ug/l	20	Amber Glass	1L	None	None	14 days	14 Days
Hardness (Total as CaCO <sub>3</sub> )	\$35	Calculation, ICP	SM 2340B	mg/l	10	Poly	250 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Hardness (Total as Ca)	\$35	Calculation, ICP	SM 2340B	mg/l	10	Poly	250 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Hardness (Total as Mg)	\$35	Calculation, ICP	SM 2340B	mg/l	10	Poly	250 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Herbicides-Drinking Water Regulated	\$225	GC/ECD	EPA 515.4/515.3	ug/l	10	Amber Glass	(2) 125 ml	None	Sulfite	14 days	21 Days
Herbicides-Drinking Water Extended Low level	\$250	GC/ECD	EPA 515.4	ug/l	10	Amber Glass	(2) 125 ml	None	Sulfite	14 days	21 Days
Herbicides-MCPA, MCPB, MCPP	\$200	HPLC-UV	EPA 595	ug/l	10	Amber Glass	(2) 250 ml	None	Sulfite or thio	14 days	28 Days
Hormones (UCMR3 List 2)	\$400	SPE-LC-MS-MS	EPA 539	ng/l	20	Amber Glass	(2) 500 ml	Omadine+ascorbic	Omadine+ascorbic	28 days	28 Days
Hormones- low level	\$450	SPE-LC-MS-MS	EPA 539	ng/l	20	Amber Glass	1 L	thiosulfate	thiosulfate	28 days	28 Days
Hydrazines (advance notice needed)	\$500	LC-MS-MS	LC-MS-MS	ng/l	20	Amber Glass	125 ml	None	None	Immediate	28 days



## Eurofins Eaton Analytical

ANALYSIS	Price (\$)	Test Type	Ref Method	UNITS	Std TAT (working days)	BOTTLE TYPE*	IDEAL SAMPLE SIZE*	PRESERVATIVE*		HOLDING TIME*	
								RAW	FINISHED	EXTRACT	ANALYSIS
Inhibitory Residues	\$250	Pour Plate	SM 9020	units	15	Glass	N/A	None			14 Days
Iodate	\$175	LC-MS-MS	LCMSMS	ug/l	15	Poly	125 ml	None	None	-----	28 Days
Iodide	\$175	LC-MS-MS	LCMSMS	ug/l	15	Poly	125 ml	None	None	-----	28 Days
Iodide + iodate	\$250	LC-MS-MS	LCMSMS	ug/l	15	Poly	125 ml	None	None	-----	28 Days
Iron by ICP	\$20	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Iron - Low Level by ICP	\$30	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Lead by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Lead & copper by ICP/MS	\$40	ICP/MS	EPA 200.8	ug/l	10	A-Poly	1L	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Lithium by ICP	\$20	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Magnesium by ICP	\$20	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Manganese by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Mercury	\$40	Cold Vapor AAS	EPA 245.1	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	28 Days
Metals Low level by 1640	\$325	ICP/MS	EPA 1640m	ug/l	20	A-Poly	125 ml	none	none	-----	6 Months
Metals - Drinking Water by ICP - each	\$20	ICP	EPA 200.7	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Metals - Drinking Water by ICPMS - each	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Metals - Drinking Water by ICPMS (15)	\$300	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Metals - ICP-MS Metals Scan (25)	\$500	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Metals-Dissolved ICP-MS Metals Scan (25)	\$500	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Metals - Dissolved ICP-MS Metals Scan - each	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Metals-ICP-AES Metals Scan (7)	\$140	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Metals Dissolved ICP-AES Metals Scan (7)	\$140	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Metals Dissolved ICP-AES Metals Scan - each	\$20	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Metals - Agilent Semi-Quant (~30)	\$200	ICP/MS	ASQ2012	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Metals Digestion, if required	\$25	Hotblock	N/A	N/A	10	part of metals		HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Microcystin-LR	\$200	Immunoassay	Elisa	ug/l	10	Amber Glass	40 ml	Thio	Thio	-----	28 Days
Microspheres	\$150	Microscopy	Internal	microspheres	15	Poly	1L	None	None	-----	No HT
Molybdenum by ICP/MS (non UCMR)	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
MPA (Micro. Particulate Analysis)	\$350	Bright field Micro	EPA 1992	N/A	15	filter	N/A	None	None	-----	48 Hours
NDMA	\$300	CI-6C/MS SIM	EPA 521	ppt	15	Amber Glass	(3) 500 ml	None	Thio	14 days	28 Days
Nitrosamines (6)	\$400	CI-6C/MS SIM	EPA 521	ppt	15	Amber Glass	(3) 500 ml	None	Thio	14 days	28 Days
Nitrosamines (8)	\$450	CI-6C/MS SIM	EPA 521	ppt	15	Amber Glass	(3) 500 ml	None	Thio	14 days	28 Days
Nitrosamines (9) inc diphenylamine (NDPHA)	\$500	CI-6C/MS SIM	EPA 521	ppt	15	Amber Glass	(3) 500 ml	None	Thio	14 days	28 Days
Nickel by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Nitrogen-Ammonia	\$30	Colorimetric/RFA	EPA 350.1	mg/l	10	Poly	125 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>	-----	28 Days
Nitrogen-Ammonia	\$30	ISE	SM4500-NH3 D	mg/l	10	Poly	125 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>	-----	28 Days
Nitrogen-Combined NO <sub>2</sub> +NO <sub>3</sub>	\$35	Colorimetric/RFA	EPA353.2	mg/l	15	Poly	125 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>	-----	28 Days
Nitrogen-Nitrate Low Level as NO3	\$30	IC	EPA 300.1	mg/l	10	Poly	125 ml	None	None	-----	48 Hours
Nitrogen-Nitrate	\$25	IC	EPA 300.0A	mg/l	10	Poly	125 ml	None	None	-----	48 Hours
Nitrogen-Inorganic (Calculation-requires NH3, NO3, N)	\$25	acquires NH3, NO3, NO		mg/l	15	Poly	125 ml	None	None	-----	48 Hours
Nitrogen-Nitrite low level as NO2	\$35	IC	EPA 300.1	mg/l	5	Poly	125 ml	None	None	-----	48 Hours
Nitrogen-Nitrite	\$25	IC	EPA 300.0	mg/l	5	Poly	125 ml	None	None	-----	48 Hours
Nitrogen-Nitrite (Low level as N)	\$35	IC	EPA 353.2	mg/l	5	Poly	125 ml	None	None	-----	48 Hours
Nitrogen-Total Kjeldahl	\$75	Colorimetric	EPA 351.2	mg/l	15	Poly	250 ml	H2SO4		-----	28 days
Odor	\$30	Odor	SM 2150B	TON	5	Glass	1L	None	None	-----	24 Hours
PBDES	\$350	GC-MS	EPA 527	ug/l	15	Amber Glass	(3) 1 L	Not App	special cocktail	14 days	28 Days
PBDES low level plus pyrethroids	\$400	GC-MS-MS	EPA 527 mod	ug/l	15	Amber Glass	(3) 1 L	Not App	special cocktail	14 days	28 Days
Perchlorate	\$75	IC	EPA 314	ug/l	10	Poly	125 ml	None	None	-----	28 Days
Perchlorate- Low Level	\$100	LC-MS-MS	EPA 331	ug/l	10	Poly	125 ml	May need Sterile Filter	May need Sterile Filter	-----	28 Days
Perchlorate- Ultra Low	\$125	LC-MS-MS	EPA 331	ug/l	10	Poly	125 ml	Filter	Sterile Filter	-----	28 Days
Perchlorate - Low Level by LC-MS-MS	\$200	LC-MS-MS	EPA 331	ug/l	10	Poly	125 ml	Sterile Filtered (exc)	Sterile Filtered (exc)	-----	28 Days
Perchlorate - Low Level by LC-MS-MS DOD	\$275	LC-MS-MS	EPA 331D	ug/l	10	Poly	125 ml	Sterile Filtered	Sterile Filtered	-----	28 Days
Pesticide (Triazine) Degradates	\$300	LC-MS-MS	EPA 536	ug/l	15	Amber Glass	125 ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	14 days	28 Days
Pesticides - Long List by LCMSMS	\$400	DAI-LC-MS-MS	LC-MS-MS	ug/l	20	Amber Glass	40 ml	None	None	-----	21 Days
Pesticides-Urea (Standard 532 List)	\$400	HPLC	EPA 532	ug/l	20	Amber Glass	(3) 1 L	copper+trizma	copper+trizma	14 days	21 Days
Pesticides (WHO-Urea) by LCMS	\$200	LC-MS-MS	LC-MS-MS	ug/l	15	Amber Glass	(3) 1 L	copper+trizma	copper+trizma	-----	14 days
Pesticides (WHO-Urea, Cyanazine, MCPA, MCPP)	\$350	LC-MS-MS	LC-MS-MS	ug/l	15	Amber Glass	(3) 1 L	copper+trizma	copper+trizma	-----	14 days
Pesticides and PCBs (DW)	\$150	GC/ECD	EPA 505	ug/l	10	Amber Glass	(4) 40ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	7 days	1 day
Pesticides (toxaphene low level)	\$100	GC/ECD	EPA 505	ug/l	10	Amber Glass	(4) 40ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	7 days	1 day
505- PCB/Toxaphene/chlordane extended	\$200	GC/ECD	EPA 505	ug/l	10	Amber Glass	(4) 40ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	7 days	1 day
505- Phase II&V PCB/Toxaphene/chlordane	\$100	GC/ECD	EPA 505	ug/l	10	Amber Glass	(4) 40ml	None	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	7 days	1 day
pH	\$20	Ion Specific Electrode	SM4500H-B	units	5	Poly	125 ml	None	None	-----	15 min(field)
Phenolics - low level	\$125	Colorimetric	EPA 420.4	ug/l	15	Amber Glass	125 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>	-----	28 Days
Phenolics	\$75	Colorimetric	MWH420/SW9066	ug/l	15	Amber Glass	125 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>	-----	28 Days
Phosphorus, Ortho as P	\$25	Colorimetric	SM4500P-E	mg/l	5	Poly	125 ml	None	None	-----	48 Hours
Phosphorus, Total	\$30	Colorimetric	SM4500P-E	mg/l	15	Poly	125 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>	-----	28 Days
PFC compounds (PFOS,PFOA)	\$300	LC-MS-MS	LC-MS-MS	ng/l	20	Poly	125 ml	none	none	-----	14 days
PFC compounds (UCMR PFCs)	\$400	LC-MS-MS	EPA 537	ng/l	20	Polypropylene	250 ml	5g/L Trizma*	5g/L Trizma*	14 days	14 days
PFC compounds (10 PFCs)	\$450	LC-MS-MS	LC-MS-MS	ng/l	20	Polypropylene	250 ml	5g/L Trizma*	5g/L Trizma*	-----	28 days
Potassium by ICP	\$20	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Pseudomonas aeruginosa	\$75	Fluorescence Micro	Pseudokert	#/ml	10	Poly	100 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	48 Hours
Radiochem-Gross Alpha/Beta	\$100	Proportional Counter	EPA 900.0/SM7110B	pCi/l	20	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Radiochem-Gross Alpha Only	\$70	Proportional Counter	EPA 900.0/SM7110B	pCi/l	20	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Radiochem-Gross Beta Only	\$70	Proportional Counter	EPA 900.0/SM7110B	pCi/l	20	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Radiochem-Gross Alpha/Beta low level	\$125	Proportional Counter	EPA 900.0/SM7110B	pCi/l	20	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Radiochem-Gross Alpha only by copptn	\$100	Proportional Counter	SM7110C	pCi/l	15	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Radiochem-Gross Alpha low level by copptn	\$125	Proportional Counter	SM7110C	pCi/l	15	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Radiochem-Gross Alpha Rapid 48 Hours	\$150	Proportional Counter	EPA 900.0/SM7110B	pCi/l	15	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
Radiochem-Radium 224	\$200	Proportional Counter	Internal	pCi/l	20	A-Poly	1 L	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	48 Hours
Radiochem-Radium 226/228	\$250	Gamma Counting	6A Method	pCi/l	20	A-Poly	3 x 1L poly	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months

## Eurofins Eaton Analytical

ANALYSIS	Price (\$)	Test Type	Ref Method	UNITS	Std TAT (working days)	BOTTLE TYPE*	IDEAL SAMPLE SIZE*	PRESERVATIVE*		HOLDING TIME*	
								RAW	FINISHED	EXTRACT	ANALYSIS
Radiochem-Radium 226	\$140	GPC	7500Ra B	pCi/l	20	A-Poly	1L poly	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months
Radiochem-Radium 228	\$140	GPC	7500Ra D	pCi/l	20	A-Poly	1L poly	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months
Radiochem-Radon	\$100	Scintillation	SM7500RN	pCi/l	5	Glass	40 ml	None	None	----	4 Days
Radiochem-Tritium	\$100	Scintillation	SM7500H3	pCi/l	15	Glass	40 ml	None	None	----	6 Months
Radiochem-Tritium, low level	\$110	Scintillation	SM7500H3	pCi/l	15	Glass	40 ml	None	None	----	6 Months
Radiochem-Uranium by ICP/MS	\$50	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months
Selenium by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months
Silica by ICP	\$20	ICP	EPA 200.7	mg/l	10	Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	28 Days
Silica - Reactive	\$40	Colorimetric	SM4500-SiO2-D	mg/l	15	Poly	125 ml	None	None	----	28 Days
Silver by ICP/MS	\$40	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months
SOCs - Phenolics	\$450	GC/MS	EPA 528	ug/l	20	Amber Glass	(3) 1 L	HCL	special cocktail	14 days	30 Days
SOCs-Drinking Water- Regulated	\$325	GC/MS	EPA 525.2	ug/l	15	Amber Glass	(2) 1L	HCL	Sulfite, then HCl	14 days	30 Days
SOCs-Drinking Water (Expanded)	\$400	GC/MS	EPA 525.2	ug/l	15	Amber Glass	(2) 1L	HCL	Sulfite, then HCl	14 days	30 Days
525.2 State compounds	\$325	GC/MS	EPA 525.2	ug/l	15	Amber Glass	(2) 1L	HCL	Sulfite, then HCl	14 days	30 Days
525.2 PAHs	\$325	GC/MS	EPA 525.2	ug/l	15	Amber Glass	(2) 1L	HCL	Sulfite, then HCl	14 days	30 Days
525.2 Pesticides & Industrial Chemicals Extended	\$475	GC/MS	EPA 525.2	ug/l	15	Amber Glass	(2) 1L	HCL	Sulfite, then HCl	14 days	30 Days
525.2 large volume injection	\$350	GC/MS	EPA 525.2/525.3	ug/l	15	Amber Glass	(2) 250 ml	HCL	Sulfite, then HCl	14 days	30 Days
Sodium by ICP	\$20	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months
Solids, Total Dissolved	\$20	Gravimetric	SM2540C	mg/l	10	Poly	500 ml	None	None	----	7 Days
Solids, Total	\$20	Gravimetric	SM2540B	mg/l	10	Poly	500 ml	None	None	----	7 Days
Solids, Suspended	\$25	Gravimetric	SM2540D	mg/l	10	Poly	500 ml	None	None	----	2 days
Strontium (UCMR3)	\$40	ICP-MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months
Strontium by ICP	\$20	ICP	EPA 200.7	mg/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months
Strontium by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/L	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months
Sulfate	\$25	IC	EPA 300.0A	mg/l	10	Poly	125 ml	None	None	----	28 Days
Sulfide, Dissolved	\$75	Colorimetric	SM4500-S <sup>-</sup> D	mg/l	10	Poly	(2) 250 ml	NaOH + ZnAc	NaOH + ZnAc	1 day	7 Days
Sulfide, Total	\$50	Colorimetric	SM4500-S <sup>-</sup> D	mg/l	15	Poly	250 ml	NaOH + ZnAc	NaOH + ZnAc	----	7 Days
Sulfite	\$100	Titrimetric	SM4500-SO3	mg/l	5	Glass	500 ml	EDTA	EDTA	----	7 Days
Surfactants (MBAS)	\$50	Colorimetric	SM5540C	mg/l	10	Poly	500 ml	None	None	----	2 Days
Taste and Odor (MIB/Geosmin by SPME)	\$350	SPME-GC/MS-CL	SM6040-E	ng/l	10	Amber Glass	(3) 40 ml	None or omdine	None or omdine	3 days w/o pres	7 days w omdine
Taste and Odor (MIB/Geosmin by P&T)	\$350	PT/GC/MS	V210	ng/l	10	Amber Glass	(3) 40 ml	none	thio	----	3 days
Temperature	\$10		SM2550B								
Thallium by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months
THMs by 524 or 551.1	\$90	GC/MS or GC/ECD	EPA 524.2/551.1	ug/l	10	Amber Glass	(3) 40 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> or NH <sub>4</sub> Cl	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> or NH <sub>4</sub> Cl	1.1 extract 14	14 Days
HANs/THMs	\$150	GC/ECD	EPA 551.1	ug/l	10	Amber Glass	(3) 40 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> or NH <sub>4</sub> Cl	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> or NH <sub>4</sub> Cl	14 days	14 Days
HANs-Haloacetonitriles	\$150	GC/ECD	EPA 551.1	ug/l	10	Amber Glass	(3) 40 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> or NH <sub>4</sub> Cl	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> or NH <sub>4</sub> Cl	14 days	14 Days
Chloropicrin	\$150	GC/ECD	EPA 551.1	ug/l	10	Amber Glass	(3) 40 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> or NH <sub>4</sub> Cl	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> or NH <sub>4</sub> Cl	14 days	14 Days
THMs/HANs/HKs/Chloropicrin	\$250	GC/ECD	EPA 551.1	ug/l	15	Amber Glass	(3) 40 ml	NH <sub>4</sub> Cl+buffer	NH <sub>4</sub> Cl+buffer	14 days	14 Days
THMs-Total Potential (incubation+analysis)	\$250	GC/ECD	SM 5710B	ug/l	20	Amber Glass	1 L	None	None	----	14 Days
THMs-Total Potential (Incubation)	\$75	GC/ECD	SM 5710B	ug/l	20	Amber Glass	1 L	None	None	----	14 Days
Total Organic Carbon (TOC)	\$50	UV-Persulfate	SM5310C	mg/l	15	Amber Glass	125 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>	----	28 Days
SUVA complete	\$100	UV254 x 100/DOC	EPA 415.3	Units	10	Amber Glass	250 ml	None	None	----	2 Days
SUVA Calculation (requires DOC, UV)	\$25	UV254 x 100/DOC	EPA 415.3	Units	10	Amber Glass	250 ml	None	None	----	2 Days
Organic Carbon, Dissolved (DOC)	\$75	UV-Persulfate	SM 5310C	mg/l	10	Amber Glass	125 ml	None	None	2 days	28 Days
Total inorganic carbon (TIC)	\$75	UV-Persulfate	SM 5310C	mg/l	10	Amber Glass	125 ml	None	None	----	28 Days
Total Organic Halide	\$200	Pyrolysis	SM 5320B	ug/l	15	Amber Glass	(2) 250 ml	H <sub>2</sub> SO <sub>4</sub>	Sulfite+H <sub>2</sub> SO <sub>4</sub>	----	14 Days
Total Organic Halide-Total Potential	\$300	Pyrolysis	SM5710/5320	ug/l	20	Amber Glass	1 L	None	None	----	14 Days
2,4,6-Trichlorophenol	\$200	GC/ECD	SM6251B	ug/l	15	Amber Glass	(3) 40 ml	NH <sub>4</sub> Cl	NH <sub>4</sub> Cl	----	14 Days
Triazoles	\$250	LC-MS-MS	LC-MS-MS	ug/l	15	Amber Glass	40 ml	none	ascorbic	----	28 days
L200 - Phenolic EDCs (8), obsolete soon	\$300	SPE/LC-MS	L200	ug/l	15	Amber Glass	500 ml	HCl	Sulfite + HCl	14 days	30 Days
L211 - Estrogens and other hormones (9), obsolete soon	\$350	SPE/LC/MS/MS	L211	ng/l	15	Amber Glass	(2) 1 L	HCl	Sulfite + HCl	14 days	30 Days
L220 - PPCPs (44), obsolete soon	\$400	SPE/LC/MS/MS	L220	ng/l	15	Amber Glass	(2) 1 L	HCl	Sulfite + HCl	14 days	30 Days
L221 - PPCPs (20), obsolete soon	\$400	SPE/LC/MS/MS	L221	ng/l	15	Amber Glass	(2) 1 L	HCl	Sulfite + HCl	14 days	30 Days
L300 - Turfgrass Pesticides (35)	\$350	SPE/LC-MS	L300	ug/l	15	Amber Glass	1 L	HCl	Trizma-HCl	14 days	30 Days
L301 - Turfgrass Pesticides (5)	\$350	LC-MS-MS	L301	ug/l	15	Amber Glass	40 ml	OA+Na <sub>2</sub> SO <sub>3</sub>	OA+Na <sub>2</sub> SO <sub>3</sub>	----	14 days
L302 - Turfgrass Pesticides (30)	\$350	SPE/LC-MS-MS	L302	ug/l	15	Amber Glass	1 L	HCl	----	14 days	30 Days
L303 - Ethphone	\$200	LC-MS-MS	L303	ug/l	15	Amber Glass	40 ml	Oxalic acid	Oxalic acid	----	28 days
L305 - Turfgrass Pesticides (5)	\$350	LC-MS-MS	L305	ug/l	15	Amber Glass	40 ml	----	----	----	7 days
L330 - 2,6-Dichlorobenzamide (BAM)	\$250	LC-MS-MS	L330	ug/l	15	Amber Glass	40 ml	Oxalic acid	Oxalic acid	----	21 days
L510 - Ethylene Thiourea (ETU)	\$200	LC-MS-MS	L510	ug/l	15	Amber Glass	40 ml	HCl	HCl	----	14 days
L520 - Acrylamide, Aniline, Urethane	\$250	LC-MS-MS	L520	ug/l	15	Amber Glass	40 ml	none	none	----	28 days
1,2,3-Trichloropropane (TCP)	\$125	GC/MS	CDPH (2002)	ug/l	15	Glass	(3) 40 ml	HCl	HCl/Ascorbic	----	14 days
Turbidity	\$20	Nephelometric	EPA 180.1	NTU	5	Poly	125 ml	None	None	----	48 Hours
UCMR2 - List 2 Semivolatiles (2 cmpds)	\$300	GC/MS	EPA 525.2	ug/l	15	Amber Glass	(3) 1 L	Not App	Sulfite, then HCl	14 days	28 Days
UCMR2 - List 1 PDBEs	\$400	GC/MS	EPA 527	ug/l	15	Amber Glass	(3) 1 L	Not App	special cocktail	14 days	28 Days
UCMR2 - List 2 Acetanilide Degradates Low Level (6)	\$400	LC-MS-MS	EPA 535	ug/l	15	Amber Glass	250 mL	NH <sub>4</sub> Cl	NH <sub>4</sub> Cl	14 days	28 Days
UCMR3 - List 1 - combined	\$1,000	Multiple	various	ug/l	15	various	various	various	various	various	varies
UCMR3 - List 1 - metals	\$100	UCMR3	EPA 200.8	ug/l	15	A-poly	250 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months
UCMR3 - chromium 6	\$100	UCMR3	EPA 218.7	ug/l	10	Poly	125 ml	buffer	buffer	----	14 Days
UCMR3 - chlorate	\$75	UCMR3	EPA300.1	ug/l	10	Poly	125 ml	Ethylene Diamine	Ethylene Diamine	----	28 Days
UCMR3 - 1,4-dioxane	\$250	UCMR3	EPA 522	ug/l	15	Amber glass	(3) 125 ml	none	thio	28 days	28 Days
UCMR3 - VOCs	\$225	UCMR3	EPA 524.3	ug/l	10	Amber Glass	(3) 40 ml	maleic/Ascorbic	maleic/Ascorbic	----	14 Days
UCMR3 - Perfluorinateds	\$400	UCMR3	EPA 537	ug/l	15	Polypropylene	(3) 250 ml	buffer	buffer	14 days	28 Days
UCMR3 - List 2 - hormones	\$400	SPE-LC-MS-MS	EPA 539	ng/l	20	Amber Glass	(2) 500 ml	Omadine+ascorbic	Omadine+ascorbic	28 days	28 Days
UCMR4 (draft) pesticides by EPA 538	\$300	UCMR4	EPA 538	ug/L	20	Amber Glass	(2) 40 ml	omadin + acetate	omadin + acetate	----	14 Days
UCMR4 (draft) SVOCs by EPA 525.3	\$400	UCMR4	EPA 525.3	ug/l	20	Amber glass	(3) 1L	buffer mix	buffer mix	14 days	28 Days
UCMR4 (draft) pesticides by EPA 530	\$400	UCMR4	EPA 530	ug/l	20	Amber glass	(3) 1L	buffer mix	buffer mix	14 days	28 Days
UCMR4 (draft) aldehydes by EPA 556.1	\$250	UCMR4	EPA 556.1	ug/l	10	Amber glass	(3) 40 ml	ammonium chloride	ammonium chloride	----	7 days
UCMR4 (draft) Ge, Mn, Ni	\$100	UCMR4	EPA 200.8	ug/l	10	A-poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months



## Eurofins Eaton Analytical

ANALYSIS	Price (\$)	Test Type	Ref Method	UNITS	Std TAT (working days)	BOTTLE TYPE*	IDEAL SAMPLE SIZE*	PRESERVATIVE*		HOLDING TIME*	
								RAW	FINISHED	EXTRACT	ANALYSIS
Uranium by ICP/MS	\$50	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months
UV <sub>254</sub>	\$40	Spectrophotometric	SM 5910B	AU	10	Amber Glass	125 ml	None	None	----	2 Days
Vanadium by ICP/MS (non UCMR)	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months
VOCs - 2-CEV	\$100	GC/MS	EPA 624 or 524	ug/l	10	Amber Glass	(3) 40 ml	None	thio	-----	14 days
VOCs - Tert-Butyl Alcohol	\$150	GC/MS	EPA 524.2	ug/l	15	Amber Glass	(3) 40 ml	HCL	Ascorbic/HCL	-----	14 Days
VOCs - Tert-Butyl Alcohol Low Level	\$200	GC/MS	EPA 524.3	ug/l	15	Amber Glass	(3) 40 ml	maleic/Ascorbic	maleic/Ascorbic	-----	14 Days
VOCs - UCMR3 Low level	\$225	GC/MS SIM	EPA 524.3	ug/l	15	Amber Glass	(3) 40 ml	maleic/Ascorbic	maleic/Ascorbic	-----	14 Days
VOCs - CVOCs (14) low level	\$250	GC/MS SIM	EPA 524.3	ug/l	15	Amber Glass	(3) 40 ml	maleic/Ascorbic	maleic/Ascorbic	-----	14 Days
VOCs-Drinking Water	\$250	GC/MS	EPA 524.3	ug/l	10	Amber Glass	(3) 40 ml	maleic/Ascorbic	maleic/Ascorbic	-----	14 Days
VOCs-Drinking Water	\$200	GC/MS	EPA 524.2	ug/l	10	Amber Glass	(3) 40 ml	HCL	Ascorbic/HCL	-----	14 Days
VOCs 524.2 extended with TIC	\$275	GC/MS	EPA 524.2	ug/l	10	Amber Glass	(3) 40 ml	HCL	Ascorbic/HCL	-----	14 Days
VOCs 524.2 extended	\$225	GC/MS	EPA 524.2	ug/l	10	Amber Glass	(3) 40 ml	HCL	Ascorbic/HCL	-----	14 Days
S150 - Turfgrass Pesticides	\$375	SPE/GC/MS	S150	ug/l	15	Amber glass	1 L	buffer mix	buffer mix	14 days	30 Days
L120 - Bisphenol A related compounds (2)	\$450	LC-MS-MS	L120	ug/l	15	Glass	(3) 40 ml	None	Sulfite	-----	14 Days
L130 - Dialkylmethylammonium chloride	\$350	LC-MS-MS	L130	ug/l	15	Poly	120 ml	None	None	-----	18 Days
L140A - Amines (3)	\$450	LC-MS-MS	L140A	ug/l	15	Amber Glass	40 ml	Sulfite	Sulfite	7 Days	7 Days
L140E - Ethanolamines (3)	\$450	LC-MS-MS	L140E	ug/l	15	Amber Glass	40 ml	Sulfite	Sulfite	-----	14 Days
L150 - Oxyhalides (perchlorate, chlorate, & bromate)	\$250	LC-MS-MS	L150	ug/l	15	Client Container	-----	-----	-----	-----	1 year
VOC extractables (UL)	\$350	GC/MS	EPA 524.2 Mod	ug/l	15	Glass	(3) 40 ml	Ascorbic/HCL	Ascorbic/HCL	-----	14 Days
V100 - Low level VOC extractables (UL)	\$150	PT/GC/MS	V100 (524.2 Mod)	ug/l	15	Glass	(3) 40 ml	Ascorbic/HCL	Ascorbic/HCL	-----	14 Days
S110 - Low level PAHs (UL)	\$400	SPE/GC/MS	S110 (525.2 Mod)	ug/l	15	Amber glass	1 L	HCL	Sulfite+HCL	14 days	30 Days
EPA 625 - Base Neutral/Acid Compounds (UL)	\$850	LLE/GC/MS	EPA 625 Mod	ug/l	15	Amber glass	1 L	Sulfite	Sulfite	14/15 days	30 Days
EPA 625 - Phenols (UL)	\$400	LLE/GC/MS	EPA 625 Mod	ug/l	15	Amber glass	1 L	Sulfite	Sulfite	14/15 days	30 Days
UL200.7 - Metals, each	\$25	ICP	EPA 200.7	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
UL200.8 - Metals, each	\$25	ICP/MS	EPA 200.8 Mod	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
UL200.8 - Bismuth	\$125	ICP/MS	EPA 200.8 Mod	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
UL200.8 - Yttrium	\$125	ICP/MS	EPA 200.8 Mod	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	-----	6 Months
USP 30 <1231> - HPC	\$75	Pour Plate	USP 30 <1231>	CFU/mL	15	Poly	120 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
USP 30 <645> - Conductivity	\$50	Electrometric	USP 30 <645>	uS/cm	15	Poly	120 ml	-----	-----	-----	28 Days
USP 30 <643> - TOC	\$100	UV-Persulfate	USP 30 <643>	mg C/L	15	Amber Glass	(3) 40 ml	H <sub>2</sub> SO <sub>4</sub>	H <sub>2</sub> SO <sub>4</sub>	-----	28 Days
USP 30 - Total Coliform and E. coli	\$50	Colisure	USP 30 TC	N/A	15	Poly	120 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	24 Hours
Water Suitability Analysis	\$350	Various	SM 9020	N/A	15	Poly	500 ml	None	None	48 Hours	N/A
Yeast and Mold Quantifications	\$75	Membrane filtration	SM 9610	CFU/ml	10	Poly	125 ml	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	-----	5 days
Zinc by ICP/MS	\$20	ICP/MS	EPA 200.8	ug/l	10	A-Poly	125 ml	HNO <sub>3</sub>	HNO <sub>3</sub>	----	6 Months

## Major Rules - By REGULATION

UCMR2 List 1: See UCM527, UCM529,

UCMR3 List 1 and 2 See hormones(UCMR3); dioxane (UCMR3); PFCs (UCMR3); Chlorate (UCMR3); Cobalt, Molybdenum, Strontium, Vanadium (UCMR3); VOCs (UCMR3-low level).

SDWA Primary Organics: See Volatiles by 524.2, SOCs by 525.2, Pesticides by 505, Herbicides by 515.4, Endothall, Diquat, Glyphosate, Carbamates, Dioxin-Drinking Water, EDB-DBCP

SDWA Primary and Secondary Inorganics: See General Mineral plus metals, Cyanide-Free, General Physical

\*\* Samples with unanticipated matrix effects may be subject to a surcharge or have elevated MRLs

Please check our website [www.eatonanalytical.com](http://www.eatonanalytical.com) for detailed compound lists



## 2013 Catalog of Services

### **Southern California - Main Laboratory**

7440 Lincoln Way  
Garden Grove, California 92841-1427  
714-895-5494

### **VOC & Air Testing Laboratory**

7445 Lampson Ave  
Garden Grove, CA 92841-2903

### **Marine Chemistry Laboratory**

11380 Knott Street  
Garden Grove, CA 92841-1400

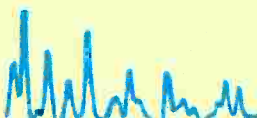
### **Northern California - Service Center**

5063 Commercial Circle, Suite H  
Concord, CA 94520-8577  
925-689-9022

### **Gulf Coast - Service Center**

1300 Bay Area Boulevard, Suite 122 B  
Houston, TX 77058-2558  
713-817-5753

*The difference is service*



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# Soil & Water

## ORGANICS

### ANALYSIS

Fumigants - EDB/DBCP - Low Level  
 1,2,3-Trichloropropane - Low Level  
 1,4-Dioxane - Low Level  
 1,4-Dioxane (Isotope Dilution) - Low Level  
 N-Nitrosodimethylamine (NDMA) - Low Level  
 Dissolved Gases - Methane in water  
 Dissolved Gases - Methane, Ethane & Ethene in water  
 Non-Halogenated Organics (Ethanol and/or Methanol)  
 Non-Halogenated Organics (2-Butanol, Ethanol, Isopropanol, Isopropanol, Methanol, n-Butanol)  
 Volatile Fatty Acids (Acetic, Butyric, Lactic, Propionic, Pyruvic)  
 Volatile Fatty Acids - Extended Target List  
 Organochlorine Pesticides  
 Organochlorine Pesticides - Extended Target List  
 Organochlorine Pesticides and PCBs  
 Organophosphorus Pesticides  
 Organophosphorus Pesticides - Extended Target List  
 Chlorinated Herbicides  
 Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)  
 Explosives - Nitroaromatics and Nitramines  
 Polychlorinated Biphenyls (PCBs - Aroclors)  
 PCB Congeners (CalScience list of 41 Congeners)  
 PCB Congeners - Extended Target List  
 Polynuclear Aromatic Hydrocarbons (PAHs)  
 PAHs - Low Level  
 PAHs - Low Level by Selective Ion Monitoring (SIM)  
 Semivolatile Organic Compounds (SVOCs)  
 SVOCs - Extended SIM List (Phenols, Phthalates, PAHs)  
 SVOCs Appendix II or IX Target List (3 sample minimum)  
 SVOCs Tentatively Identified Compounds (TICs) add-on to 8270C/D  
 Purgeable Halocarbons and Aromatics (601/602 or 8021 Target List)  
 Volatile Organic Compounds (VOCs)  
 VOCs plus Fuel Oxygenates (MTBE, TBA, DIPE, ETBE, TAME, Ethanol)  
 VOCs - Low Level 20 ml Purge (water)  
 VOCs - Low Level by SIM (Selected Analytes)  
 VOCs - Appendix II or IX Target List  
 VOCs - Tentatively Identified Compounds (TICs) add-on to 8260B/C  
 Ethanol - Low Level by SIM

### METHOD

SRL 524M-TCP  
 SRL 524M-TCP  
 SRL 524M-TCP  
 EPA 8270C/D(M)  
 EPA 1625C(M)  
 RSK 175(M)  
 RSK 175(M)  
 EPA 8015B/D  
 EPA 8015B/D  
 HPLC/UV  
 HPLC/UV  
 EPA 8081A/B or 608  
 EPA 8081A/B  
 EPA 608  
 EPA 8141A/B  
 EPA 8141A/B  
 EPA 8151A  
 Krone et al. (GC/MS)  
 EPA 8330  
 EPA 8082/8082A or 608  
 EPA 8270C/D SIM  
 EPA 8270C/D SIM  
 EPA 8270C/D  
 EPA 8310 or 610  
 EPA 8270C/D SIM  
 EPA 8270C/D or 625  
 EPA 8270C/D SIM  
 EPA 8270C/D  
 EPA 8270C/D  
 EPA 8260B/C or 624  
 EPA 8260B/C or 624  
 EPA 8260B/C  
 EPA 8260B/C  
 EPA 8260B/C SIM  
 EPA 8260B/C  
 EPA 8260B/C  
 EPA 8260B/C SIM

## UNDERGROUND FUEL TANK

### ANALYSIS

Total Recoverable Petroleum Hydrocarbons (TRPH)  
 Total Petroleum Hydrocarbons (TPH) – Diesel/Diesel Range Organic (DRO)  
 TPH – Gas/Gasoline Range Organics (GRO)  
 TPH – Oil Range Organics (ORO)  
 TPH – Gas/GRO & BTEX  
 BTEX and/or MTBE  
 TPH –Specified Standard  
 TPH – Extractable (GRO/DRO/ORO)  
 TPH – Purge & Trap (C6-C12)  
 TPH – Extractable with Carbon Chain Breakdown (C6-C36)  
 TPH – Extractable with Carbon Chain Breakdown (C6-C44)  
 Methanol and/or Ethanol  
 BTEX and/or MTBE  
 Fuel Oxygenates (MTBE, TBA, DIPE, ETBE, TAME, Ethanol)  
 BTEX and Fuel Oxygenates  
 Total Purgeable Petroleum Hydrocarbons (TPPH) add-on to 8260B/C  
 Volatile Organic Compounds (VOCs) plus Fuel Oxygenates  
 Total Petroleum Hydrocarbons  
 C<sup>6</sup> to C<sup>35</sup> Petroleum Hydrocarbons/Aliphatic & Aromatic Hydrocarbons  
 NWTPH (TPH as Diesel/Motor Oil)  
 NWTPH (Volatile Petroleum Products)  
 WA EPH (Aliphatic & Aromatic Hydrocarbons)  
 WA VPH (Aliphatic & Aromatic Hydrocarbons)  
 Organic Lead (includes sample preparation)  
 Total Lead (includes sample digestion)

### METHOD

EPA 418.1/418.1(M)  
 EPA 8015B/D(M)  
 EPA 8015B/D(M)  
 EPA 8015B/D(M)  
 EPA 8015B/D(M) & 8021B  
 EPA 8021B  
 EPA 8015B/D(M)  
 EPA 8015B/D(M)  
 EPA 8015B/D(M)  
 EPA 8015B/D(M)  
 EPA 8015B/D  
 EPA 8260B/C  
 EPA 8260B/C  
 EPA 8260B/C  
 EPA 8260B/C  
 TX 1005  
 TX 1006  
 NWTPH – Dx  
 NWTPH – Gx  
 EPA 8015B/D(M)  
 EPA 8260B/C  
 CA DHS LUFT  
 EPA 6010B/C

## DRINKING WATER ORGANICS

### ANALYSIS

Volatile Organic Compounds  
1,2,3-Trichloropropane  
Fumigants (EDB, DBCP) by GC/ECD  
Fumigants (EDB, DBCP) by GC/MS  
1,2,3-Trichloropropane  
Haloacetic Acids (subcontracted)  
Chlorinated Pesticides & PCB Aroclors  
PCB Aroclors  
Chlorinated Herbicides  
1,4 – Dioxane  
Nitrosamines  
Semivolatile Organics (Regulated)  
Semivolatile Organics (525.2 + 507 list regulated list)  
Semivolatile Organics (Extended list)  
Carbamates & Urea Pesticides (subcontracted)  
Endothall  
Diquat & Paraquat (subcontracted)

### METHOD

EPA 524.2  
SRL 524M-TCP  
EPA 504.1  
SRL 524M-TCP  
SRL 524M-TCP  
EPA 552.2  
EPA 508  
EPA 508A  
EPA 515.1  
EPA 522  
EPA 521  
EPA 525.2  
EPA 525.2  
EPA 525.2  
EPA 531.1  
EPA 548  
EPA 549

## HAZARDOUS WASTE

### ANALYSIS

Ignitability (Flashpoint)

Ignitability (Soil/Solids)

**Corrosivity (as pH) (15 minute Hold Time)**

Paint Filter Liquids Test

### Reactivity

Cyanide

Sulfide

Cyanide and Sulfide

### Toxicity – Sample Preparation

TTL Sample Digestion for Metals (excludes Hg and Cr VI)

TCLP/SPLP (Volatile) ZHE Extraction

STLC/TCLP/SPLP(Semi/Non-Volatile) Bottle Extraction

### Toxicity – Sample Analysis

CA Title 22 - CAM 17 Metals: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Tl, V, Zn

Organic Lead (includes sample preparation)

Individual Metals by ICP

Mercury

**Chromium VI (24 hour Hold Time for waters, includes sample preparation)**

Fluoride

Volatile Organic Compounds

Organochlorine Pesticides

Polychlorinated Biphenyls (PCBs - Aroclors)

Chlorinated Herbicides

Semivolatile Organic Compounds

Dioxin (TCDD)

TCLP Metals (8) : As, Ba, Cd, Cr(t), Pb, Hg, Se, Ag

TCLP Full List (includes TCLP leaching procedures and TCLP target lists for the following methods: 6010B/C, 7470A, 8081A/B, 8082/A, 8151A, 8260B/C, & 8270C/D)

96-hour Acute Aquatic Toxicity

Asbestos

### METHOD

EPA 1010

EPA 1030

EPA 9045D

EPA 9095A

SW 846 Chapter 7

SW 846 Chapter 7

SW 846 Chapter 7

EPA 3050B

EPA 1311/1312

CAC Title 22/EPA 1311/1312

EPA 6010B/C &

7470A or 7471A

DHS LUFT

EPA 6010B/C

EPA 7470A/7471A

EPA 7196A

SM 4500 F C

EPA 8260B/C

EPA 8081A/B

EPA 8082/8082A

EPA 8151A

EPA 8270C/D

EPA 8280A/8290A

EPA 6010B/C & 7470A

Various

California Dept. of Fish and Game

EPA 600/4-83-043/EPA

600/R-93/116

## CLEANUPS

### CLEANUP

Acid-Base Partition  
Alumina Cleanup  
CA LUFT Manual centrifugation/gravity separation for extractable fuel products in aqueous matrix.  
ENVI-Carb/PSA  
Florisil Column  
Gel Permeation Chromatography (GPC)  
Silica Gel Cleanup (extract shake-out)  
Silica Gel Cleanup (1-2 gram column)  
Silica Gel Cleanup (10 gram column with reverse surrogate)  
Solid Phase Extraction (SPE)  
Sulfur Cleanup

### METHOD

EPA 3650B  
EPA 3610B/3611B  
CA DHS LUFT  
CEL SOP M234  
EPA 3620B/C  
EPA 3640A  
EPA 3630C (M)  
CA DHS LUFT  
EPA 3535A(M)  
EPA 3660B

*Other protocols available, call for options.*

## MULTI-INCREMENTAL SAMPLING

### METHOD

Semi-volatile/non-volatile MIS per HI HEER Guidance	HI HEER
Volatile MIS per HI HEER Guidance	HI HEER
Metals Digestion, 10 gram sample (multiple digestions)	EPA 3050B
Mercury Digestion, 5 gram sample (multiple digestions)	EPA 3050B
Methanol kit for MIS volatile fraction sampling	EPA 5035



## METALS

### ANALYSIS

#### Sample Preparation

Total Digestion

**Sample Filtration for Dissolved Metals (Within 24 hrs)**

Reductive Precipitation Procedure

TCLP/SPLP Bottle Extraction

STLC (WET) Extraction

### METHOD

EPA 1010A/3020A/3050B

EPA 3005A

SOP M225

EPA 1311/1312

CAC, Title 22, § 66261.126, App. II

**Chromium VI (24 hour Hold Time for waters)**

EPA 218.6

**Chromium VI (24 hour Hold Time for waters)**

EPA 7196A

**Chromium VI (24 hour Hold Time for waters)**

EPA 7199

Chromium VI (soil/solid matrix)

EPA 7199/3060A

Individual Metals by ICP

EPA 6010B/C or 200.7

Individual Metals by ICP/MS

EPA 6020/6020A or 200.8

Mercury by Cold Vapor AA (includes digestion)

EPA 7470A/7471A/ or 245.1

Mercury – Low Level (water)

EPA 1631

Mercury – Low Level (soil)

EPA 1631

Acid-Volatile Sulfides/Simultaneously Extracted Metals

EPA 821-R-91-100/6010B/C

CA Title 22 - CAM 17 Metals: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Ti, V, Zn

EPA 6010B/C & 7470A or 7471A

CA Title 22 - CAM 17 Metals: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Ti, V, Zn

EPA 6020/6020A & 7470A or 7471A

Priority Pollutant Metals: Sb, As, Be, Cd, Cr(t), Cu, Pb, Hg, Ni, Se, Ag, Ti, Zn

EPA 200.7 & 245.1 or  
EPA 6010B/C & 7470A or 7471A

Priority Pollutant Metals: Sb, As, Be, Cd, Cr(t), Cu, Pb, Hg, Ni, Se, Ag, Ti, Zn

EPA 200.8 & 245.1 or  
EPA 6020/6020A & 7470A or 7471A

TCLP (RCRA) Metals: As, Ba, Cd, Cr(t), Pb, Hg, Se, Ag

EPA 6010B/C & 7470A or 7471A

ICP Metals Scan: Al, Sb, As, Ba, Be, B, Cd, Ca, Cr(t), Co, Cu, Fe, Pb, Mg, Mn, Mo, Ni, P, K, Se, Si, Sr, Ag, Na, Sn, Ti, Tl, V, Zn

EPA 6010B/C or 200.7

ICP/MS Metals Scan: Al, Sb, As, Ba, Be, B, Cd, Ca, Cr(t), Co, Cu, Fe, Pb, Mg, Mn, Mo, Ni, K, Se, Sr, Ag, Na, Sn, Ti, Tl, V, Zn

EPA 6020/6020A or 200.8

Appendix I List: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Ni, Se, Ag, Ti, V, Zn, Hg

EPA 6010B/C & 7470A or 7471A

Appendix I List: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Ni, Se, Ag, Ti, V, Zn, Hg

EPA 6020/6020A & 7470A or 7471A

Appendix II/IX List: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Ni, Se, Ag, Ti, Sn, V, Zn, Hg

EPA 6010B/C & 7470A or 7471A

Appendix II/IX List: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Ni, Se, Ag, Ti, Sn, V, Zn, Hg

EPA 6020/6020A & 7470A or 7471A

ICP/MS Metals Scan with Reductive Precipitation Preparation: As, Be, Cd, Cr, Co, Pb, Ni, Se, Ag, Zn

SOP M225/EPA 6020/6020A or 200.8

Sea Water Metals: Al, Sb, As, Ba, Cd, Cr, Co, Cu, Fe, Pb, Mn, Mo, Se, Ag, Ti, V, Zn

EPA 1640

Parameters shown in **Bold** have short Hold Times

## WET CHEMISTRY

### ANALYSIS

Acidity
Acid Volatile Sulfides/Simultaneously Extracted Metals
Ash Free Dry Mass
Anions by IC (F, Cl, Br, <b>NO<sub>2</sub></b> , <b>NO<sub>3</sub></b> , SO <sub>4</sub> , o-PO <sub>4</sub> ) (48 hour Hold Time)
Any single anion
Any two anions
Any three anions
Alkalinity, Total
Alkalinity, Speciated (bicarbonate, carbonate, hydroxide)
<b>Biochemical Oxygen Demand (48 hour Hold Time)</b>
Carbon Dioxide – headspace analysis
<b>Carbon Dioxide (24 hour Hold Time)</b>
Bromate
Bromide
Cation Exchange Capacity
Chemical Oxygen Demand (reflux)
Chemical Oxygen Demand (spectrophotometric)
Chloride
<b>Chlorine, Free (15 minute Hold Time)</b>
<b>Chlorine, Total Residual (15 minute Hold Time)</b>
Chlorate
Chlorite
<b>Chromium VI (24 hour Hold Time)</b>
<b>Chromium VI (24 hour Hold Time)</b>
<b>Chromium VI (24 hour Hold Time)</b>
Chromium VI (soil/solid samples)
<b>Color (48 hour Hold Time)</b>
Cyanide, Amenable
Cyanide, Free
Cyanide, Total
Cyanide, Total
Density
Fluoride (ISE)
<b>Dissolved Organic Carbon (Sample filtration required within 24 hours)</b>
<b>Formaldehyde (24 hour Hold Time)</b>

### METHOD

SM 2310 B (EPA 305.1)
EPA 821-R-91-100/6010B/C
SM 10300 C
EPA 300.0
EPA 300.0
EPA 300.0
EPA 300.0
SM 2320 B (EPA 310.1)
SM 2320 B (EPA 310.1)
SM 5210 B (EPA 405.1)
RSK 175(M)
SM 4500 CO <sub>2</sub> D
EPA 300.1
SM 4500 Br B
EPA 9081
SM 5220 C (EPA 410.1)
SM 5220 D/EPA 410.4
SM 4500 Cl C (EPA 325.3)
SM 4500 Cl F (EPA 330.4)
SM 4500 Cl F (EPA 330.4)
EPA 300.1
EPA 300.1
EPA 218.6
EPA 7196A
EPA 7199
EPA 7199/3060A
SM 2120 B (EPA 110.2)
SM 4500 CN G
SM 4500 CN I
SM 4500 CN E (EPA 335.2)
EPA 9010C/9014
ASTM D1475(M)
SM 4500 F C (EPA 340.2)
SM 5310 D (EPA 415.1)
ASTM D6303-98

Parameters shown in **Bold** have short Hold Times. Methods shown in red are EPA methods which were replaced under the US EPA Methods Update Rule (MUR) effective April 11, 2007.

## WET CHEMISTRY (continued)

### ANALYSIS

Hardness, Total

Hardness, (Magnesium, calc. from Calcium &amp; total hardness)

**Hydrazine (24 hour Hold Time)**
**Hydrogen Sulfide (24 hour Hold Time)**

Ignitability (Flashpoint)

Ignitability (Soil/Solid)

Iodide

Ion Balance

**Iron, Ferrous (24 hour Hold Time)**
**Mercaptans (48 hour Hold Time)**

Moisture Content

#### Nitrogen

Ammonia (Titration with distillation)

Ammonia (Unionized)

Ammonia (Ion Selective Electrode (ISE) with distillation)

Ammonia (Segmented Flow Analyzer (SFA))

**Nitrate (48 hour Hold Time)**
**Nitrite (48 hour Hold Time)**
**Nitrate & Nitrite (48 hour Hold Time)**

Organic

Total Kjeldahl

Total Kjeldahl (SFA)

**Total Nitrogen (48 hour Hold Time)**
**Total Inorganic Nitrogen (48 hour Hold Time)**
**Odor (24 hour Hold Time)**

Oil and Grease

Oil and Grease; Hexane Extractable Material (HEM)

Oil and Grease; HEM - Silica Gel Treated (SGT)

**Oxygen, Dissolved (15 minute Hold Time)**

Paint Filter Liquids Test

pCBSA

Perchlorate, Soil

Perchlorate, Water

Perchlorate, Water

Perchlorate, Soil or Water

**pH (15 minute Hold Time)**

### METHOD

SM 2340 C (EPA 130.2)

SM 2340 B

ASTM D1385

HACH Model HS-C

EPA 1010

EPA 1030

SM4500 ID(M)

Calculation

SM 3500 Fe B

LACSD 258

ASTM D2216

SM 4500 NH3 B/C (EPA 350.2)

SM 4500 NH3 B/C (EPA 350.2)

SM 4500 NH3 F (EPA 350.3)

EPA 350.1(M)

SM 4500 NO3 E/SM 4500 NO2 B

SM 4500 NO2 B (EPA 354.1)

SM 4500 NO3 E (EPA 353.3)

SM 4500 NH3 B/C/4500 N Org B

SM 4500 N Org B (EPA 351.3)

EPA 351.2(M)

SM 4500 NO3 E/4500 N Org B

SM 4500 NO3 E/4500 NH3 B/C

SM 2150 B

SM 5520 B or 413.1

EPA 1664A

EPA 1664A

SM 4500 O G

EPA 9095B

EPA 314.0(M)

EPA 314.0(M)

EPA 314.0

EPA 331.0(M)

EPA 6850

SM 4500 H+B or EPA 9045D

Parameters shown in **Bold** have short Hold Times. Methods shown in red are EPA methods which were replaced under the US EPA Methods Update Rule (MUR) effective April 11, 2007.

## WET CHEMISTRY (continued)

### ANALYSIS

Phenolics, Total

**Phosphate, Ortho (48 hour Hold Time)**
**Phosphate, Ortho (SFA) (48 hour Hold Time)**

Phosphate, Total

Phosphate, Total (SFA)

Phosphorous, Total

Phosphorous, Total (SFA)

**Redox Potential (24 hour Hold Time)**

Resistivity

Salinity

Sediment Concentration in Water

#### Solids (Residues)

Total Dissolved

Total Suspended

Total

Volatile

**Settleable (48 hour Hold Time)**

Volatile Suspended

Specific Conductance

Sulfate

Sulfide

**Sulfide, Dissolved (15 minute Hold Time)**
**Sulfite (15 minute Hold Time)**
**Surfactants (MBAS) (48 hour Hold Time)**
**Thiosulfates (48 hour Hold Time)**

Total Inorganic Carbon in Water/Liquids

Total Inorganic Carbon in Soil/Solids

Total Organic Carbon in Water/Liquids

Total Organic Carbon in Soil/Solids

**Turbidity (48 hour Hold Time)**

#### General Minerals

Calcium, Copper, Iron, Magnesium, Manganese, Sodium, Zinc,  
Alkalinity-speciated, Chloride, **MBAS**, **pH**, Sulfate, **Nitrate**, **Nitrite**,  
Conductivity, Hardness, & TDS

#### Cation-Anion Balance

Alkalinity, Calcium, Chloride, Fluoride, Iron, Magnesium, Manganese,  
**Nitrate**, **Nitrite**, **pH**, Potassium, Sodium, Conductivity, Sulfate, & TDS

### METHOD

SM 5530 D or EPA 9065 or 420.1

SM 4500 P B/E

EPA 365.1(M)

SM 4500 P B/E

EPA 365.1(M)

SM 4500 P B/E (EPA 365.3)

EPA 365.1(M)

ASTM D1498

EPA 120.1(M)

SM 2520 B

ASTMD3977-97

SM 2540 C (EPA 160.1)

SM 2540 D (EPA 160.2)

SM 2540 B (EPA 160.3)

EPA 160.4

SM 2540 F (EPA 160.5)

SM 2540 D/EPA 160.4

SM 2510 B

ASTM D516-02 or EPA 9038

SM 4500 S2 D (EPA 376.2)

SM 4500 S2 D (EPA 376.2)

SM 4500 SO3 B (EPA 377.1)

SM 5540 C (EPA 425.1)

LACSD 253A

SM 5310 D(M) (EPA 415.1)

EPA 9060A(M)

SM 5310 D (EPA 415.1)

EPA 9060A

SM 2130 B (EPA 180.1)

Various

Various

Parameters shown in **Bold** have short Hold Times. Methods shown in red are EPA methods which were replaced under the US EPA Methods Update Rule (MUR) effective April 11, 2007.

## BIOASSAYS

### ANALYSIS

96-hour Acute Aquatic Toxicity

**96-hour Whole Effluent Acute Toxicity (36 hour Hold Time)**

### METHOD

California Dept. of Fish & Game

EPA 600/4-85/013

## MICROBIOLOGY

### ANALYSIS – POTABLE WATER

Heterotrophic Plate count

Total Coliforms MTF

Total & Fecal Coliforms MTF

Total Coliforms MTF SWTR

Total Coliforms P/A

Total & E. coli P/A

E. coli LT2ESWTR

E. coli MTF LT2ESWTR

### METHOD

SM 9215B

SM 9221B

SM 9221B/E

SM 9221B

Colilert ®/Quanti-Tray®

Colilert ®/Quanti-Tray®

SM 9223

SM 9221B/F

### ANALYSIS – WASTEWATER

Heterotrophic Plate count

Total Coliforms MTF

Total & Fecal Coliforms MTF

Total & E. coli MTF

Enterococci

Enterococci and/or Fecal Streptococci

### METHOD

SM 9215B

SM 9221B

SM 9221B/C/E

SM 9221B/SM9223

Enterolert ®

SM 9230B

### ANALYSIS – RECREATIONAL

Total Coliforms MTF

Total & Fecal Coliforms MTF

Total & E. coli Quanti-Tray®

Enterococci

### METHOD

SM 9221B

SM 9221B/E

SM 9221B/SM9223

Enterolert ®

*MTF: Multiple Tube Fermentation*

*P/A: Presence/Absence*

*SWTR = Surface Water Treatment Rule*

*LT2ESWTR = Long term 2 Enhanced Surface Water Treatment Rule*

Parameters shown in **Bold** have short Hold Times:

Drinking water: 30 hours

Waste water and recreational water: 6 hours

Surface water and HPC: 8 hours

# Air/Vapor



## AIR/VAPOR

### METHOD

### DESCRIPTION

8260B/C(M)

#### Soil Gas Analysis by GC/MS

- BTEX or MTBE Only
- BTEX + Oxygenates + Ethanol
- BTEX + Oxygenates + Naphthalene + Ethanol

TO-14A

#### Volatile Organics by GC/MS Full Scan

- Full TO-14A Target List 200
- Full TO-14A Target List + MTBE 200
- BTEX or MTBE Only 100
- SCAQMD Rule 1150.1 Compounds 175
- Add Tentatively Identified Compounds 50

EPA TO-15/TO-15(M)

#### Volatile Organics by GC/MS Full Scan

- EPA 8021B List
- BTEX and MTBE
- BTEX or MTBE Only
- BTEX and Fuel Oxygenates
- BTEX, Fuel Oxygenates + Naphthalene
- Naphthalene
- Full TO-15 List (Standard Target List)
- Full TO-15 List + Fuel Oxygenates
- Full TO-15 List + Oxygenates + Naphthalene
- TO-15 Extended Target List
- Add Tentatively Identified Compounds
- Mass DEP Air-Phase Petroleum Hydrocarbons

EPA TO-15 SIM

#### Volatile Organics by GC/MS in SIM Mode

- One compound
- Two to five compounds
- Six to ten compounds
- Full SIM List
- Full SIM List + Naphthalene

*\* Requires individually certified Summa™ canisters and flow controllers.*

## AIR/VAPOR (continued)

### METHOD

### DESCRIPTION

EPA TO-17

#### Analysis of Sorbent Tubes by GC/MS

- Naphthalene
- Gasoline Range Organics
- Diesel Range Organics
- Volatile Organic Compounds

#### Analysis of PUF Cartridges

EPA TO-13A

- Polynuclear Aromatic Hydrocarbons

EPA TO-4A/TO-10A

- Pesticides

EPA TO-4A/TO-10A

- Polychlorinated Biphenyls (PCBs - Aroclors)

#### Analysis by GC

ASTM D-2820

- C<sub>1</sub> – C<sub>6</sub> Hydrocarbon Speciation by GC/FID

EPA TO-3(M)

- C<sub>1</sub> – C<sub>6</sub> Hydrocarbon Speciation by GC/FID

EPA TO-3(M)

- TPH as Gasoline

EPA TO-3(M)

- Gasoline Range Organics C<sub>6</sub>-C<sub>12</sub>

EPA TO-3(M)

- VOCs >= C<sub>3</sub> as Hexane (SCAQMD permit compliance)

ASTM D-1946

- Fixed Gases (CO<sub>2</sub>, CO, CH<sub>4</sub>, N<sub>2</sub>, O<sub>2</sub>)

ASTM D-1946

- Helium and/or Hydrogen

EPA 16 GC/FPD

- **Hydrogen Sulfide (24 hour Hold Time)**

SCAQMD 25.1

- Non-condensables analysis for TGNMO and CH<sub>4</sub>

SCAQMD 25.1

- Non-condensables analysis for TGNMO, CH<sub>4</sub> and fixed gases

SCAQMD 25.1

- Non-condensables analysis for fixed gases

\* \$300 minimum charge.

RSK 175(M)

#### Headspace Analysis by GC

- Methane in water
- Methane, Ethane & Ethene in water
- Carbon Dioxide in water

#### Particulates & Lead

SCAQMD 12.1

- Inorganic Lead (including MSA)

40 CFR, Part 50, App. G

- Lead Analysis, high-vol. sampling

SCAQMD Rule 1420

- Lead Analysis, high-vol. sampling (including MSA)

40 CFR, Part 50, App. J

- TSP/PM<sub>10</sub> Particulate, high-vol. sampling

40 CFR, Part 50, App. J

- TSP/PM<sub>2.5</sub> Particulate, high-vol. sampling

Parameters shown in **Bold** have short Hold Times

# Marine Chemistry

## Sediments, Tissues, Seawater & Elutriates

## METHOD

Organochlorine Pesticides	EPA 8081A/B
Organochlorine Pesticides – Low-level by GC/TQ (select list)	EPA 8270D(M) TQ
Organotins ( <a href="#">Dibutyltin</a> , <a href="#">Monobutyltin</a> , <a href="#">Tetrabutyltin</a> , <a href="#">Tributyltin</a> )	Krone et al. (GC/MS)
Polychlorinated Biphenyl's (PCBs – Aroclors)	EPA 8082/8082A
PCB Congeners by GC/ECD	EPA 8082/A(M)
PCB Congeners ( <a href="#">CalScience list of 41 Congeners</a> ) by GC/MS SIM	EPA 8270C/D(M) SIM
PCB Congeners ( <a href="#">CalScience list of 41 Congeners</a> ) by GC/TQ	EPA 8270D(M) TQ
PCB Congeners - Extended Target List by GC/MS SIM	EPA 8270C/D(M) SIM
Polynuclear Aromatic Hydrocarbons by GC/TQ	EPA 8270D(M) TQ
Polynuclear Aromatic Hydrocarbons by GC/MS SIM	EPA 8270C/D(M) SIM
Phenols Low-level by GC/TQ	EPA 8270D(M) TQ
Phenols Low-level by GC/MS SIM	EPA 8270C/D(M) SIM
Phthalates Low-level by GC/TQ	EPA 8270D(M) TQ
Phthalates Low-level by GC/MS SIM	EPA 8270C/D(M) SIM
Pyrethroids by GC/TQ	EPA 8270D(M) TQ
PAHs, Phenols, Phthalates, PCB Congeners, Organochlorine Pesticides, and Pyrethroids by GC/TQ	EPA 8270D(M) TQ
Semivolatile Organic Compounds ( <a href="#">Phenols</a> , <a href="#">Phthalates</a> , <a href="#">PAHs</a> ) by GC/TQ	EPA 8270D(M) TQ
Semivolatile Organic Compounds ( <a href="#">Phenols</a> , <a href="#">Phthalates</a> , <a href="#">PAHs</a> ) by GC/MS SIM	EPA 8270C/D(M) SIM
Total Recoverable Petroleum Hydrocarbons (TRPH)	418.1(M)
Total Petroleum Hydrocarbons (TPH)-Gasoline	EPA 8015B/D(M)/GRO
TPH-Diesel	EPA 8015B/D(M)/DRO
TPH with Carbon Chain Breakdown (C6-C44)	EPA 8015B/D(M)
Total Organic Carbon (TOC)	EPA 9060A
Volatile Organic Compounds (VOCs) plus Fuel Oxygenates	EPA 8260B/C
Metals in Sediment: <a href="#">As</a> , <a href="#">Cd</a> , <a href="#">Cr</a> , <a href="#">Cu</a> , <a href="#">Pb</a> , <a href="#">Hg</a> , <a href="#">Ni</a> , <a href="#">Se</a> , <a href="#">Ag</a> , <a href="#">Zn</a>	EPA 6020/6020A & 7471A
Mercury	EPA 7471A
Mercury Low-level	EPA 1631
Ammonia, Total	SM 4500 NH3 B/E(M)
Simultaneously Extracted Metals/ Acid-Volatile Sulfides	EPA 821-R-91-100/6010B/C
Chromium VI	EPA 7196A
Chromium VI - Low Level	EPA 7199/3060A
Moisture Content/Total Solids	ASTM D-D216 or SM2540B
Particle Size Analysis (Sieve or Laser)	ASTM D422 or D4464(M)
Sulfide, Total	SM 4500 S2 D(M)
Sulfide, Total (Field preservation required)	EPA 9030B/9034
<b>Sulfide, Dissolved (Pore Water) (24 hour Hold Time)</b>	SM 4500 S2 D(M)
Sulfide, Dissolved (Field preservation required)	EPA 9030B/9034

**TQ: Triple Quadrupole**

Parameters shown in **Bold** have short Hold Times

## ELUTRIATE PREPARATION

### ANALYSIS

SET Set-up Charge

MET, EET, or DRET Set-up Charge

SET, per sample

MET, EET, or DRET without DO & TSS, per sample

MET, EET, or DRET with DO & TSS, per sample

## SEAWATER & ELUTRIATES

### ANALYSIS

Organochlorine Pesticides

Organochlorine Pesticides – Low-level by GC/TQ (select list)

Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)

PCBs (Aroclors)

PCB Congeners by GC/ECD

PCB Congeners (List of 41 Congeners) by GC/MS SIM

PCB Congeners (List of 41 Congeners) by GC/TQ

PCB Congeners - Extended List by GC/MS SIM

Phenols Low-level by GC/TQ

Phenols Low-level by GC/MS SIM

Phthalates Low-level by GC/TQ

Phthalates Low-level by GC/MS/SIM

Polynuclear Aromatic Hydrocarbons by GC/TQ

Polynuclear Aromatic Hydrocarbons by GC/MS SIM

Pyrethroids by GC/TQ

Pyrethroids by GC/TQ NCI

PAHs, Phenols, Phthalates, PCB Congeners, Organochlorine Pesticides, and Pyrethroids by GC/TQ

Semivolatile Organic Compounds (Phenols, Phthalates, PAHs) by GC/TQ

Semivolatile Organic Compounds (Phenols, Phthalates, PAHs) by GC/MS SIM

Sea Water Metals: As, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Zn

Sea Water Metals Scan with Reductive Precipitation Preparation: As, Be, Cd, Cr, Co, Pb, Ni, Se, Ag, Zn

Sea Water Metals: Al, Sb, As, Ba, Cd, Cr, Co, Cu, Fe, Pb, Mn, Mo, Se, Ag, Tl, V, Zn

Mercury

Mercury – Low Level

Total Suspended Solids

THB Reductive Precipitation Procedure (trace element determination)

### METHOD

EPA 8081A/B

EPA 8270D(M) TQ

Krone et al. (GC/MS)

EPA 8082/8082A

EPA 8082/8082A(M)

EPA 8270D(M) SIM

EPA 8270D(M) TQ

EPA 8270D(M) SIM

EPA 8270D(M) TQ

EPA 8270C/D(M) SIM

EPA 8270D(M) TQ

EPA 8270C/D(M) SIM

EPA 8270D(M) TQ

EPA 8270C/D(M) SIM

EPA 8270D(M) TQ

EPA 8270D(M) TQ NCI

EPA 8270D(M) TQ

EPA 8270D(M) TQ

EPA 8270D(M) TQ

EPA 6020/6020A & 7471A

SOP M225/EPA 6020/6020A or 200.8

EPA 1640

EPA 7470A

EPA 1631

SM 2540-C

SOP M225

**NCI: Negative Chemical Ionization**



## TISSUES

### ANALYSIS

Organochlorine Pesticides  
 Organochlorine Pesticides – Low-level by GC/TQ (select list)  
 PCBs (Aroclors)  
 PCB Congeners by GC/ECD  
 PCB Congeners (Calscience list of 41 Congeners) by GC/MS SIM  
 PCB Congeners ([Calscience list of 41 Congeners](#)) by GC/TQ  
 PCB Congeners - Extended List by GC/MS SIM  
 Phenols Low-level by GC/TQ  
 Phenols Low-level by GC/MS SIM  
 Phthalates Low-level by GC/TQ  
 Phthalates Low-level by GC/MS SIM  
 Polynuclear Aromatic Hydrocarbons by GC/TQ  
 Polynuclear Aromatic Hydrocarbons by GC/MS SIM  
 Pyrethroids by GC/TQ  
 PAHs, Phenols, Phthalates, PCB Congeners, Organochlorine Pesticides, and Pyrethroids by GC/TQ  
 Organotins ([Dibutyltin](#), [Monobutyltin](#), [Tetrabutyltin](#), [Tributyltin](#))  
 Semivolatile Organic Compounds ([Phenols](#), [Phthalates](#), [PAHs](#)) by GC/TQ  
 Semivolatile Organic Compounds ([Phenols](#), [Phthalates](#), [PAHs](#)) by GC/MS SIM  
 Metals: [As](#), [Cd](#), [Cr](#), [Cu](#), [Pb](#), [Hg](#), [Ni](#), [Se](#), [Ag](#), [Zn](#)  
 Mercury  
 Lipids  
 Moisture Content/Total Solids  
 Sample Preparation/Homogenization

### METHOD

EPA 8081A/B  
 EPA 8270D(M) TQ  
 EPA 8082/8082A  
 EPA 8082/8082A(M)  
 EPA 8270D(M) SIM  
 EPA 8270D(M) TQ  
 EPA 8270D(M) SIM  
 EPA 8270D(M) TQ  
 EPA 8270C/D(M) SIM  
 EPA 8270D(M) TQ  
 EPA 8270C/D(M) SIM  
 EPA 8270D(M) TQ  
 EPA 8270C/D(M) SIM  
 EPA 8270D(M) TQ  
 EPA 8270D(M) TQ  
 Krone et al. (GC/MS)  
 EPA 8270(M) TQ  
 EPA 8270C/D(M) SIM  
 EPA 6020/6020A & 7471A  
 EPA 7471A  
 Calscience SOP M489  
 ASTM D 2216/SM 2540 B

## PREPARATIONS & CLEANUPS

### PROCEDURE

Gel Permeation Cleanup (GPC)  
 Silica Gel Cleanup  
 Solid Phase Extraction (SPE)  
 Sulfur Cleanup  
 ENVI-Carb/PSA

### METHOD

EPA 3640A  
 EPA 3630C (M)  
 EPA 3535A(M)  
 EPA 3660B  
 CEL SOP M234

### PRICE \$



# Additional Information

## GENERAL INFORMATION

### LABORATORY LOCATIONS



#### Garden Grove - Main Facility (Sample Drop-off Location)

7440 Lincoln Way  
Garden Grove, CA 92841-1427  
Phone: 714-895-5494  
Fax: 714-894-7501

#### Knott Ave. - Sample Container Pick-up Location

11380 Knott Ave.  
Garden Grove, CA 92841-1400  
Phone: 714-895-5494  
Fax: 714-894-7501

#### Garden Grove - Lampson Facility

7445 Lampson Ave.  
Garden Grove, CA 92841-2903  
Phone: 714-895-5494  
Fax: 714-897-2482



#### HOURS OF OPERATION

Normal working hours are 8:30 AM to 5:30 PM, Monday through Friday. Saturday sample receiving hours are 9:00 AM to 5:00 PM. While the laboratory is usually manned from 7:30 AM to 7:30 PM during normal working hours, pick-up or delivery outside of normal working hours, including weekends/holidays should be preceded by advance notice to ensure availability of personnel.

#### PICK-UP LOCATION FOR SAMPLING SUPPLIES

Customer pick-up for coolers and sampling supplies is located at our secondary facility at 11380 Knott Ave, Garden Grove, CA 92841-1400. Please note that samples cannot be accepted at this location, sample drop off is at main laboratory on Lincoln Way.

Directions to Sample Container/Bottle Preparation Facility (11380 Knott Ave) from Main Lab (7440 Lincoln Way):

- Right onto Western,
- Right onto Orangewood
- Right onto Knott
- Take second right into building complex

**SAMPLE CONTAINERS** Pre-preserved sample containers are furnished upon request, and are included in the cost of the analysis with the exception of supplies for EPA Method 5035 preparation for soils and air sampling devices.

Unused sample containers cannot be returned to Calscience for reuse due to possible contamination issues. A minimum disposal fee of \$100 will apply to return of unused sample containers requiring disposal.

**SAMPLE RECEIVING** Sample Receiving is located at the main laboratory facility at 7440 Lincoln Way, Garden Grove, CA 92841-1427.

For our customers in Northern California, samples can be dropped off at our Concord, CA Service Center. For sample drop-off, please call ahead to ensure that there is someone available to receive samples.

**Calscience – Northern California Service Center**  
5063 Commercial Circle, Suite H  
Concord, CA 94520-8577  
Phone: 925-689-9022

**COURIER SERVICE** Laboratory personnel are available to pick-up samples for analysis free of charge (based upon availability), assuming a minimum \$250 analytical fee and an approximate 50 mile or less driving distance from the laboratory or our Concord service center. Couriers are not responsible for checking contents of coolers or accuracy of the Chain-of-Custody (CoC), this is the responsibility of the client designee signing the CoC.

**TURNAROUND TIMES** The normal turnaround time is five working days, with provision of electronic (pdf) or facsimile reports on the due date. Certain analyses or matrices (e.g. marine sediment) require a ten working day turnaround time. On request, hard copy reports can be mailed within one working day after the due date.

Turnaround times commence on the date and time samples are received by the laboratory, or when any CoC discrepancies are resolved. Please note that if a Calscience courier receives samples in the field, the turnaround time does not commence until the courier arrives back at the laboratory. The courier may have additional stops before returning to the laboratory, so delays in commencing testing are possible when using a Calscience courier. The turnaround time for samples received after normal business hours (i.e. after 1730 hours) will commence the following business morning (i.e. at 0830 hours).

Rush turnaround surcharges for analyses normally requiring five working days are as follows:

Immediate (timing to be arranged):	200%
24 hour (one working day):	100%
48 hour (two working days):	50%
72 hour (data provided by end of third day):	25%
96 hour (data provided by end of fourth day):	10%

***Advance notice is strongly recommended for all rush analyses.***

<b>MINIMUM CHARGE</b>	A minimum charge of \$300 per Work Order will apply unless otherwise agreed upon.
<b>SAMPLE DISPOSAL</b>	Disposal of solid and aqueous samples will occur 28 days following sample receipt unless other arrangements have been made in advance. Air samples will be retained only until analysis is completed.
<b>SAMPLE COMPOSITING</b>	Samples that require compositing prior to analysis are subject to a \$4 per sample compositing fee. For example, four discrete soil samples requiring compositing to one sample for analysis would be subject to a \$16 compositing fee, plus the cost of analysis. This compositing fee may be increased for difficult samples, e.g. marine sediments or soils tightly compacted into sampling sleeves.
<b>SAMPLE STORAGE &amp; ARCHIVING</b>	Solid and Aqueous samples received but not analyzed are subject to a sample disposal fee of \$5.00 per sample. Samples are normally stored for a period of 28 days after sample receipt. Samples requiring archiving beyond 28 days are subject to a fee of \$2.00 per sample per month at ambient temperature, or \$5 per sample per month under refrigeration/ frozen.
<b>DATA VALIDATION PACKAGES</b>	For projects requiring reporting of analytical and quality control data including raw data a surcharge of 15%, or \$150, whichever is greater, will apply for a full validation package. These surcharges are applicable to packages that are requested at the time of sample delivery. Requests for generation of data packages after results have been reported may result in additional fees. Validation packages are available on CD ROM. The standard TAT for validation packages is 20 working days.
<b>ELECTRONIC DATA DELIVERABLES (EDD)</b>	<p>Presentation of data in spreadsheet format (e.g. Excel or Access) is included in the cost of analysis if requested on or before the time samples are received by the laboratory. Requests for EDDs after the final report is prepared may result in a fee. Complex EDDs may also require a fee.</p> <p>Preparation of State mandated Geotracker EDF deliverables will require a fee of 5% of the analytical fee or \$25 per report, whichever is greater.</p>
<b>ADDITIONAL REPORT COPIES</b>	At Client request, Calscience will provide additional copies of reports and/or supporting raw data that has previously been provided at a cost of \$25 plus \$0.05 per page. Additional fees may apply for archived data retrieval.

## **APPENDIX D**



# Memorandum

**To:** Ayla Anderstrom, Dennis Leeke  
**From:** Sharon L. Gordon, Attorney  
(620) 986-5520; [slgordonlaw@wheatstate.com](mailto:slgordonlaw@wheatstate.com)  
**Date:** February 16, 2016  
**Re:** Merced Contract Comments of behalf of  
Eurofins Eaton Analytical, Inc. (EEA)

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In reviewing the Merced RFP, I have the following comments.

## AGREEMENT FOR PROFESSIONAL SERVICES

Section 9: EEA believes that indemnification clauses should reflect a fair and equitable allocation of the risk involved in the work. EEA will not accept liability for a client's negligence. This section should be revised as follows:

*Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, 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 Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for to the extent of loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents.*

*Consultant's maximum liability under this Agreement or any other attachments hereto, whether based in contract, tort, warranty, negligence or otherwise, shall not exceed the total amount paid by City to Consultant under the applicable order giving rise to such liability, or \$1,000,000, whichever is greater. In no event shall Consultant be liable to City for any special, indirect, or consequential damages under this Agreement.*

## TERMS AND CONDITIONS FOR SERVICES AND PUBLIC WORKS CONTRACTS

Section 12: In accordance with the comment above, this section should be revised as follows:

*Contractor shall indemnify, protect, defend, save and hold City, 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 Contractor or Contractor's officers, employees, volunteers, and agents during performance of the Agreement, or from*



*any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for to the extent of loss caused solely by the gross negligence of the City.*

*Contractor's maximum liability under this Agreement or any other attachments hereto, whether based in contract, tort, warranty, negligence or otherwise, shall not exceed the total amount paid by City to Contractor under the applicable order giving rise to such liability, or \$1,000,000, whichever is greater. In no event shall Contractor be liable to City for any special, indirect, or consequential damages under this Agreement.*

The following comments are for your consideration and should not be considered a demand.

A handwritten signature in blue ink, appearing to read 'M. Van Natta', is written over a horizontal line.

Monica Van Natta, Project Manager

2-25-16

Date



**Eaton Analytical**

750 Royal Oaks Drive, Suite 100  
Monrovia, CA 91016  
TEL (626) 386-1100 FAX (626) 386-1101  
[www.eatonanalytical.com](http://www.eatonanalytical.com)

110 South Hill Street  
South Bend, IN 46617  
TEL (574) 233-4777 FAX (574) 233-8207  
[www.eatonanalytical.com](http://www.eatonanalytical.com)

**FEE SCHEDULE****Cost Detail**

EUROFINS

See Attached 2016 Quote	\$118,663.00
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**Cost Summary**

<u>Fiscal Year</u>	<u>Total</u>
2016/2017	\$118,663.00
2017/2018	\$118,663.00
2018/2019	\$118,663.00
Total:	<u>\$355,989.00</u>



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and Eurofins Eaton Analytical, Inc., a Delaware Corporation, whose address of record is 1921 Gateway Blvd., Suite 101, Fresno, California 93720 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to obtain general laboratory services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide laboratory 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 laboratory 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 Director of Public Works or his 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 "B" 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. **RESERVED.**

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 "C" 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 "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of One Hundred Eighteen Thousand Six Hundred Sixty-Three Dollars (\$118,663.00) per year for a total not to exceed sum of Three Hundred Fifty-Five Thousand Nine Hundred Eighty-Nine Dollars (\$355,989.00) for all three (3) years of the Agreement.

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.** Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, 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 Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and 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, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. 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. 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

21. **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: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kelly Fincher 5/12/16  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer



CONSULTANT  
EUROFINS EATON ANALYTICAL,  
INC., A Delaware Corporation

BY: 772e  
(Signature)

Dennis Leeke  
(Typed Name)

Its: President  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. 46-0565341

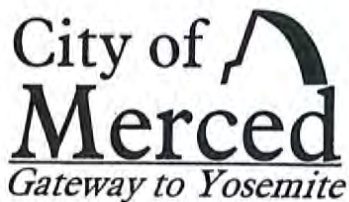
ADDRESS: 1921 Gateway Blvd.  
Suite 101  
Fresno, CA 93720

TELEPHONE: (559) 797-1931

FAX: \_\_\_\_\_

E-MAIL:

[MonicaVanNatta@eurofinsus.com](mailto:MonicaVanNatta@eurofinsus.com)



## Water Quality Control Division

Request for Proposal  
Fiscal Years 2016/2019

Due: February 29, 2016

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### GENERAL LABORATORY SERVICES

The City of Merced Department of Public Works Water Quality Control Division is accepting proposals for analytical testing and services. Proposals should be mailed to the City of Merced Water Quality Control Division, 1776 Grogan Avenue, Merced, CA 95340 and must be received by 5:00 p.m. on Monday February 29, 2016 regardless of postmark.

#### SCOPE OF PROJECT

The City of Merced Department of Public Works Water Quality Control Division is requesting proposals for analytical testing and services as required by the State of California Regional Water Quality Control Board NPDES Permit. The contract start and end dates will be for the term of July 1, 2016 through June 30, 2019. The City will review performance annually and will have the option to terminate the contract if not satisfied with performance. Laboratories appropriately certified by the State of California Department of Public Health, Environmental Laboratory Accreditation Program (ELAP) and other such accrediting entities will perform all testing. Tests are to be performed per required analytical protocols listed below:

- 40 CFR Part 136 (approved methods for municipal and industrial wastewater);
- 40 CFR Part 136 or SW-846 (approved methods as specified by the City of Merced for municipal sludge);
- EPA 500 (series methods for analysis of organic compounds in drinking water or alternatives approved by federal and state regulatory agencies).

Results of analyses conducted will be used for compliance determinations, contamination investigations, and reporting to a variety of regulatory agencies including, but not limited to, the California State Water Resources Control Board (SWRCB), the Central Valley Regional Water Quality Control Board (RWQCB), the United States Environmental Protection Agency (USEPA), and the Merced County Division of Environmental Health (MCDEH).

The Water Quality Control Division, Wastewater Treatment Plant (WWTP), and Water Division (DW) staff will sample the industrial wastewater, municipal wastewater, liquid sludge, dried sludge, municipal water wells, distribution, and potentially contaminated soil and groundwater. All analyses must be performed in accordance with legal requirements for admissibility in court proceedings.

Any use of sub-contracting services must be identified in the proposal and included in the fee schedule.



## **Merced PCE Groundwater Project** **Electronic Deliverable Format™ (EDF) Requirements**

Up to 78 groundwater monitoring wells are sampled quarterly to support the City of Merced's PCE Groundwater Project. The samples are to be analyzed utilizing EPA Method 8260B and the laboratory must prepare and submit results in accordance with the California State Water Resources Control Board's **Geotracker** Electronic Deliverable Format™ (EDF) requirements. This electronic data processing is in addition to the standard reporting/suspense time of the analytical data described elsewhere in the Request-for-Proposal.

The Global ID numbers and Field Points Names for the project's six (6) sites and associated one hundred (100) monitoring wells will be sent to the laboratory upon contract award. The number "70" above refers to the largest subset of the 100 wells that would be sampled in any one quarter.

The laboratory shall prepare the applicable data files and shall transmit the data via email to the City Water Quality Control Division and the City's designated environmental consultant firm within five (5) days of the certified report date. The consultant firm shall review the data and perform the actual upload to the Geotracker website. **To reiterate, the laboratory shall not upload the data to Geotracker directly, the City will manage this task separately.**

### **UCMR 4**

Environmental and trip blank samples are required for several of the methods in UCMR 4. The City is not clear on the frequency of collections for these Quality Control (QC) type samples. Laboratories will need to explain to the city how sample frequency is determined for each of the methods and how each sample will be billed. Also, as it was with UCMR3, it's expected that there will be laboratory related QC type samples. Laboratories will need to explain to the city how sample frequency is determined for each of the methods and how each sample will be billed. Also, as it was with UCMR3, it's expected that there will be laboratory related QC failures that will necessitate resampling by city crews. Laboratories must explain how costs/credits for repeat samples will be addressed. In the field, sample preservation is required for some samples in UCMR4. City staff will require training in this regard. Please provide information relating to this issue.

### **SCOPE OF SERVICES**

The contracted laboratory shall be California State Certified with qualified personnel. All analytical reports must be reliable and acceptable to appropriate regulatory agencies. Results for routine samples must be received within **fifteen (15) days**. Rush samples are requested under special circumstances. These circumstances would require a 5-day or less turn around time.

The analyzing laboratory is to maintain in full force and effect, at its own cost and expense, insurance coverage as specified in pages 5 and 6 of the standard City contract. Please see attached copy of the **Terms and Conditions** listed as Attachment A.

The contracted laboratory shall provide sample transportation, exercise diligent sample handling, and proper chain of custody protocols to ensure a representative sample arrives at the laboratory.



The contracted laboratory shall provide appropriate sample containers and Chain-of-Custody forms as required in advance of sampling events. Quality Control Data must accompany analytical reports.

In addition to reporting the results to the City, the laboratory will report drinking water supply data directly to SWRCB via Electronic Data Transmission (EDT) in compliance with deadlines as specified in the California Code of Regulations (Title 22). The Federal UCMR4 data will be transmitted to the appropriate EPA website.

### **MINIMUM TESTING REQUIREMENTS**

Due to the varied nature of projects the City of Merced handles; ***the exact number, types of tests, and a schedule for their submission during each fiscal year cannot be precisely specified.*** The following is an estimate of analyses that will be required based on sampling conducted during the past twelve-month period and on projections of upcoming projects:

<b><u># Samples</u></b>	<b><u>Parameter</u></b>	<b><u>Method</u></b>
10	STLC extraction	CAL WET
80	Ag (Silver)	EPA 200.7 or 200.8 (WW)
40	Ag	EPA 200.7 or 200.8 (DW)
10	Ag	EPA 6010 or 6020 (solid)
10	Ag	EPA 6010 or 6020 (liquid)
80	Al (Aluminum)	EPA 200.7 or 200.8 (WW)
40	Al	EPA 200.7 or 200.8 (DW)
10	Al	EPA 6010 or 6020 (solid)
87	Sb (Antimony)	EPA 200.7 or 200.8 (WW)
40	Sb	EPA 200.8 (DW)
10	Sb	EPA 6010 or 6020 (solid)
10	Sb	EPA 6010 or 6020 (liquid)
75	As (Arsenic)	EPA 200.7 or 200.8 (WW)
50	As	EPA 200.8 (DW)
10	As	EPA 6010 or 6020 (solid)
10	As	EPA 6010 or 6020 (liquid)
5	Ba (Barium)	EPA 200.7 or 200.8 (WW)
96	Be (Beryllium)	EPA 200.7 or 200.8 (WW)
40	Be	EPA 200.7 or 200.8 (DW)
20	Be	EPA 6010 or 6020 (solid)
10	Be	EPA 6010 or 6020 (liquid)
100	Cd (Cadmium)	EPA 200.7 or 200.8 (WW)
40	Cd	EPA 200.7 or 200.8 (DW)
20	Cd	EPA 6010 or 6020 (solid)

# **MINIMUM TESTING REQUIREMENTS (Cont.)**

<b><u># Samples</u></b>	<b><u>Parameter</u></b>	<b><u>Method</u></b>
10	Cd	EPA 6010 or 6020 (liquid)
100	Cr (Chromium)	EPA 200.7 or 200.8 (WW)
40	Cr	EPA 200.7 or 200.8 (DW)
20	Cr	EPA 6010 or 6020 (solid)
10	Cr	EPA 6010 or 6020 (liquid)
48	Cr+6 (Hex Chrom)	EPA 218.6 (WW)
100	Cu (Copper)	EPA 200.7 or 200.8 (WW)
40	Cu	EPA 200.7 or 200.8 (DW)
10	Cu	EPA 6010 or 6020 (liquid)
20	Cu	EPA 6010 or 6020 (solid)
5	Fe (Iron)	EPA 200.7 (WW)
100	Hg (Mercury)	EPA 245.1 or 245.2 or 200.8 (WW)
40	Hg	EPA 245.1 or 245.2 or 200.8 (DW)
20	Hg	EPA 7471 or 6020A (solid)
10	Hg	EPA 7470 or 6020A (liquid)
4	Hg	EPA 1631(low level)
100	Pb (Lead)	EPA 200.7 or 200.8 (WW)
40	Pb	EPA 200.8 (DW)
20	Pb	EPA 6010 or 6020 (solid)
10	Pb	EPA 6010 or 6020 (liquid)
87	Mn (Manganese)	EPA 200.7 or 200.8 (WW)
40	Mn	EPA 200.7 or 200.8 (DW)
20	Mn	EPA 6010 (solid)
87	Mo (Molybdenum)	EPA 200.7 or 200.8 (WW)
40	Mo	EPA 200.7 or 200.8 (DW)
20	Mo	EPA 6010 or 6020 (solid)
75	Ni (Nickel)	EPA 200.7 or 200.8 (WW)
40	Ni	EPA 200.7 or 200.8 (DW)
20	Ni	EPA 6010 or 6020 (solid)
10	Ni	EPA 6010 or 6020 (liquid)
86	Se (Selenium)	EPA 200.7 or 200.8 (WW)
40	Se	EPA 200.8 (DW)
20	Se	EPA 6010 or 6020 (solid)
10	Se	EPA 6010 or 6020 (liquid)



# MINIMUM TESTING REQUIREMENTS (Cont.)

<u># Samples</u>	<u>Parameter</u>	<u>Method</u>
87	Tl (Thallium)	EPA 200.7 or 200.8 (WW)
40	Tl	EPA 200.8 (DW)
20	Tl	EPA 6010 or 6020 (solid)
10	Tl	EPA 6010 or 6020 (liquid)
157	Zn (Zinc)	EPA 200.7 or 200.8 (WW)
40	Zn	EPA 200.7 or 200.8 (DW)
20	Zn	EPA 6010 or 6020 (solid)
10	Zn	EPA 6010 or 6020 (liquid)
50	Volatile Organics	EPA 601/602 or 624(WW)
200	" "	EPA 502.2 or 524.2 (DW)
15	" "	EPA 524.2 (DW)
30	" "	EPA 624 (WW)
10	" "	EPA 1624 (Low Level)
400	" "	EPA 8260B (water/solids)
46	OCL Pesticides	EPA 608 or 625 (WW)
20	" "	EPA 1656 or 8270(Water)
18	" "	EPA 505 (DW)
18	" "	EPA 508 or 525.2 (DW)
25	OP Pesticides	EPA 8141 or 8260 (solids)
10	" "	EPA 1657 or 8270 (water)
18	" "	EPA 507 or 525.2 (DW)
20	Herbicides	EPA 1658 or 8151(Water)
18	"	EPA 515.1 or 515.3 (DW)
18	"	EPA 549.2 (DW)
18	"	EPA 547 (DW)
41	Pesticides	EPA 608 or 625 (WW)
35	"	EPA 504.1 (DW)
10	"	EPA 8011 or 8260 (solids)
10	"	EPA 8141 or 8270 (solids)
35	BNA Compounds	EPA 625 (WW)
10	" "	EPA 1625 or 8270 (Low Level)
6	Dioxin	EPA 8290 (solids)
6	"	EPA 1613 (water)
30	TTHMs	EPA 502.2 or 524.2 (DW)



**MINIMUM TESTING REQUIREMENTS** (Cont.)

<b><u># Samples</u></b>	<b><u>Parameter</u></b>	<b><u>Method</u></b>
20	HAA5	EPA 552.2 or 552.3 (DW)
15	Ammonia (as N)	SM 4500-NH3
50	Cyanide	EPA 335.4 or SM 4500-CN
10	Title 22 Minerals	(General, Physical and Inorganic)
16	Standard Minerals	
50	Oil & Grease	EPA 1664A
52	Total Nitrogen/TKN	SM 351.2
52	Total Oxidizable Nitrogen (as N)	SM 4500-NO3-F
52	Total Nitrogen/TKN	SM4500 – NH3/N <sub>org</sub>
20	Nitrate (as NO3)	EPA 300.0
20	Nitrate (as N)	EPA 300.0
20	Chloride	EPA 300.0
36	Fluoride	EPA 300.0 or SM 4500-F
50	Sulfate	EPA 300.0
50	Sulfide (as S)	SM 4500-S
50	Sulfite (as SO3)	SM 4500-SO3
50	Hardness (as CaCO3)	SM 2340 B
20	Foaming Agents (MBAS)	SM 5540 C
40	Phosphorus, Total (as P)	EPA 365.4 or SM 4500-P
20	pH	SM 4500-H B
60	Specific Conductance (EC)	EPA 120.1 or SM2510 B
60	Total Dissolved Solids (TDS)	EPA 2540 C
15	Radio Nuclides	As approved by EPA for Wastewater

### **MINIMUM TESTING REQUIREMENTS (Cont.)**

<b><u># Samples</u></b>	<b><u>Parameter</u></b>	<b><u>Method</u></b>
18	Uranium	As approved by SWRCB
70	Total Petroleum Hydrocarbons (All Fractions, SWRCB approved method)	
5	Fecal Coliform	SM9221E
5	Presence/Absence Coliform	SM9223
7	Tributyl Tin	GC/MS
42	UCMR4	EPA 524.3 (UCMR4 will be performed twice in one year)
42	UCMR4	EPA 522
42	UCMR4	EPA 200.8
42	UCMR4	EPA 218.7
42	UCMR4	EPA 300.1
42	UCMR4	EPA 537
42	UCMR4	EPA 539

### **SPECIAL REQUIREMENTS**

1. Two copies of the proposals shall be submitted to the City of Merced no later than Monday February 29, 2016 at 5:00 p.m.
2. All proposals shall remain firm for at least 90 days after the proposal opening date.
3. The City reserves the right to reject any and all proposals. The City will have no responsibility to compensate for any costs related to the preparation of their proposal.
4. Respondents must make a careful examination of the City's requirements, specifications, and conditions expressed in the Request for Proposal (RFP).
5. If any respondent in the process of submitting a proposal finds discrepancies in or omissions from the RFP, or if there are any questions, a request may be submitted in writing for interpretation or correction. Any changes in the RFP will be made only by written addendum by the Director of Public Works (or his designee) and mailed to each party on the RFP mailing list.
6. The selected Consultant is expected to execute the attached contract. In fairness to all those submitting a proposal, any revisions to the contract that the proposer wishes the City to consider must be noted in each response. If no such revisions are noted, the City will not consider any changes after the closing of the submission date.



**Labor Code:**

The laboratory shall comply with Sections 3700 et. seq. of the Labor Code of the State of California, which requires every employer to be insured against liability for workmen's compensation.

**Insurance:**

The laboratory shall also provide the following insurance coverage naming the City of Merced as additional insured:

- 1) Full Workmen's Compensation, Minimum Limit of \$100,000 per person.
- 2) Commercial General Liability, and Automobile, Minimum Combined Limit \$1,000,000.
- 3) Professional Liability, Minimum Amount \$1,000,000.

The words "endeavor to" and the last two lines of the standard cancellation clause located in the bottom right corner of the standard certificate of insurance form must be removed. Please see attached example of certificate of insurance listed as Attachment B.

**Local Business Enterprise Policy:**

The City Council has adopted a Local Business Enterprise Policy requiring service providers to make a good faith effort to include local businesses in their contract with the City. This may include offering an opportunity through subcontracting, if required. Proposers must respond to this policy in their proposal. Please see the attached copy of the full policy listed as Attachment C.

**Conflicts Of Interest:**

The laboratory must be aware of and comply with conflict rules included in the California Political Reform Act and Section 1990 et. seq. of the Government Code. The Political Reform Act requires City Officers to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

**All City Employees Ineligible to Bid:**

Proposers are advised that under Government Code Section 1126 all employees of the City of Merced are **not eligible** to submit responses on City contracts, to provide services or supplies to the City, or to enter into a lease or other agreements with the City. Any proposal submitted by a City employee, either individually or through a partnership, corporation, or other form of business entity or association, will be rejected and may subject the employee to discipline under the City's Personnel Rules, Article XIX Section 19.02.

**WATER QUALITY CONTROL DIVISION RESPONSIBILITIES**

Collecting and preserving samples in conformance with regulatory protocols.

Chain of Custody protocol is observed.

Correct methods are requested.

Maintain communication with laboratory to inform of sampling schedule.



## **METHOD OF COMPENSATION**

The laboratory is to submit a price schedule for the specified analyses for the term of July 1, 2016 through June 30, 2019. Invoices for individual samples and groups of samples will be processed for payment per the fee schedule as the City receives the analytical reports.

## **FORM AND CONTENTS OF FULL PROPOSAL**

The Proposal shall include:

- 1) Proof of Laboratory Certification and qualifications of personnel to perform all tests.
- 2) A price quotation for the *specified analyses and methods*, which may include or be expressed as volume discounts keyed to a detailed fee schedule.
- 3) Specification of turnaround time for routine samples.
- 4) Time frame for reporting drinking water results to SWRCB.
- 5) Statement of policy regarding submission of travel and field blanks, to include volume allowance and explicit instructions on how such blanks may be processed at no charge to the City.
- 6) Statement of policy on reporting tentatively identifiable organic compounds, to include information on library search capability and how such an effort can be pursued.
- 7) EPA approved letter to perform UCMR4 testing.
- 8) Statement of policy on timely communication of analytical abnormalities to the City.
- 9) List of other services provided and fee schedules.
- 10) Proof of insurance coverage.
- 11) References.

Proposals shall be submitted in writing. Any exceptions to the requirements stated herein may result in the proposal being deemed non-responsive. The Laboratory Director shall sign the proposal. Please send two (2) copies of the proposal in a sealed envelope with closing date and proposer's name marked on the outside to:

**Lorraine M. Carrasquillo, Water Quality Control Supervisor**  
**City of Merced, Water Quality Control Division**  
**1776 Grogan Avenue**  
**Merced, CA 95341**

Phone: 209.385.6204

## **SELECTION PROCEDURE/CRITERIA**

Public Works Department representatives will review proposals submitted for completeness and qualifications. Public Works staff will present a recommendation to the City Council. The City Council will determine the final award.

Cost of services, while an important consideration, shall not be the sole determining factor in awarding this contract. Proposals will be reviewed for responsiveness to items specified in the Scope of Services section found on page 2 and the Contents of the Proposal section found on page 7 of this Request for Proposal. Competing laboratories will also be evaluated for the following qualities:

- Proximity to Merced;
- Professional reputation, inquiries to regulatory agencies and other customers may be made;
- Ability to demonstrate a clear understanding of the sampling protocols and analytical methods required under the various environmental statutes;
- Commitment to customer service, particularly in terms of stated policy on timely communication to the City of any analytical problems such as elevated detection limits or failed samples. Time sensitive compliance issues cause this to be an essential feature of laboratory contract.

Proposals must be received by 5:00 p.m. on Monday February 29, 2016. The City of Merced Public Works Department will review proposals. Incomplete proposals may be rejected as non-responsive. The City reserves the right to waive any irregularities in the proposals.

Respectfully,

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Lorraine M. Carrasquillo  
Water Quality Control Supervisor

cc: Bill Osmer, PW Manager – Waste Water  
Pamela Whala, Buyer

Attachments:

- A. Blank Contract
- B. Terms & Conditions for Services and Public Works Contracts
- C. Administrative Policy A-19



Professional Services Agreement – Eurofins Laboratory

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**TIME OF PERFORMANCE SCHEDULE**

Consultant shall begin work following authorization and notice to proceed from the City and shall complete testing by June 30, 2019.

Consultant shall log in all samples to meet the fifteen (15) calendar days TAT (turnaround time) and shall provide a shorter TAT under special circumstances when requested at the standard surcharge rates.

Consultant shall immediately notify Environmental Control Division staff of any MCL exceedances, positive bacteriological findings, GAC breakthroughs, and unknown chemical intrusions.

Due to the varied nature of projects; the exact number, types of tests, and a schedule for their submission during each fiscal year cannot be precisely specified. Consultant shall provide services to meet the requirements of all regulatory agencies and special projects when requested.



## Professional Services Agreement

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**FEE SCHEDULE****Cost Detail**

EUROFINS

See Attached 2016 Quote	\$118,663.00
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**Cost Summary**

<u>Fiscal Year</u>	<u>Total</u>
2016/2017	\$118,663.00
2017/2018	\$118,663.00
2018/2019	\$118,663.00
Total:	<u>\$355,989.00</u>



## ADMINISTRATIVE REPORT

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**Agenda Item: H.14.**

Meeting Date: 6/6/2016

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**Report Prepared by:** *Lorraine M. Carrasquillo, Public Works Supervisor, Water Quality Control*

**SUBJECT:** Agreement with Pacific EcoRisk Environmental Consulting for Bioassay Testing and Laboratory Services

### REPORT IN BRIEF

Consider entering into a three (3) year agreement with Pacific EcoRisk Environmental Consulting & Testing (Pacific EcoRisk).

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Approving the Agreement with Pacific EcoRisk to provide bioassay testing and services for the Waste Water Treatment Plant; 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 Council; or,
- 3. Deny; or,
- 4. Refer to Staff for reconsideration of specific items; or
- 5. Continue to a future meeting.

### AUTHORITY

Article III, Title 3 of the Merced Municipal Code for purchases over Twenty-Five Thousand Dollars, Section 3.04.120.

### CITY COUNCIL PRIORITIES

As provided for in the FY 2016-17 Proposed Budget.

### DISCUSSION

The City of Merced Wastewater Treatment Facility routinely uses contracted laboratory services for Bioassay testing of wastewater. The contracted laboratory services provide mandated testing under our National Pollutants Discharge and Elimination System (NPDES) permit for toxicity - Three Species: fathead minnow, Ceriodaphnia dubia, and Selenastrum (green algae). The City's laboratory is not equipped (or staffed) to perform these tests in-house.

On January 15, 2016, Water Quality Control staff sent Request for Proposals to six (6) State-certified laboratories. One qualified laboratory responded to the Request for Proposal. The one proposal was reviewed for content. During the review process, several components were used to evaluate the proposal, i.e., test methods offered, timeliness of report turnaround, proximity to the City of Merced and Professional certifications, education, and references.

The following is a total summary cost to the City for their services:

<b><u>Laboratory</u></b>	<b><u>Location</u></b>	<b><u>Proposed Cost</u></b>
Pacific EcoRisk Environmental Consulting & Testing	Fairfield, CA	\$28,660.00

The only respondent, Pacific EcoRisk, is our current contracted laboratory for acute and chronic bioassay testing. During the previous contract term, Pacific EcoRisk provided consistent quality and timely reporting. The new agreement will go into effect July 1, 2016.

### **IMPACT ON CITY RESOURCES**

Funding for this agreement will be from the general ledger account line 553-1108-532.17-00, professional services for the Wastewater Treatment Plant.

### **ATTACHMENTS**

1. Scope of Services
2. Time of Performance schedule
3. Fee Schedule
4. Pacific EcoRisk Proposal
5. Pacific EcoRisk Contract

## Professional Services Agreement Bioassay

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## SCOPE OF SERVICES

The City of Merced Wastewater Treatment Facility is requesting proposals for analytical testing and services for Acute and Chronic Three Species Bioassay analyses as required by the State of California Regional Water Quality Control Board NPDES Permit No. CA0079219. The contract start and end dates will be for the term of July, 1 2016 through June 30, 2019. All testing will be performed by laboratories appropriately certified by the State of California Department of Health Services, Environmental Laboratory Accreditation Program (ELAP).

The following is a summary of the analytical requirements:

Twelve (12) NPDES 96-hour static Acute Bioassay samples using larval fathead minnows (*Pimephales promelas*). The methods used in conducting these tests shall follow the guidelines established by the EPA manual "*Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms*". Please see NPDES permit requirements for Acute Bioassay (Attachment A).

Four (4) Three Species Chronic Toxicity tests incorporating a 100% effluent and one control. As required by the SIP all chronic toxicity test shall be conducted with concurrent testing with a reference toxicant and shall be report with the Chronic Toxicity test results. The methods used in conducting these tests shall follow the guidelines established by the EPA manual "*Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms*" (EPA 600/4-91-002, or latest edition). Please see NPDES permit requirements for Three Species Chronic Toxicity (Attachment B).

These Chronic Toxicity Evaluations consists of performing the EPA's freshwater "three species" short-term chronic toxicity tests:

- 96-hour algal continuous growth test with the green algae *Selenastrum capricornutum*;
- three-brood (7-day) survival and reproduction test with the crustacean *Ceriodaphnia dubia*;
- 7-day survival and growth test with the larval fathead minnows (*Pimephales promelas*).

All analytical reports must be reliable and acceptable to appropriate regulatory agencies. Sample results must be received within twenty (20) calendar days. Communicate all test results, toxic or not, to wastewater treatment plant staff as definitive information is available (i.e., typically upon completion of statistical analyses).

The analyzing laboratory is to maintain in full force and effect, at its own cost and expense, insurance coverage as specified in pages 4 and 5 of the standard City contract.

The contracted laboratory, when requested, will provide technical / analytical communication to the California Regional Water Quality Control Board on behalf of the City of Merced.

The contracted laboratory shall provide sample transportation, exercise diligent sample handling, and proper chain of custody protocols to ensure a representative sample arrives at the laboratory.

The contracted laboratory shall provide appropriate sample containers and Chain-of-Custody forms as required in advance of sampling events.

Upon request, the laboratory must develop a TRE (Toxicity Reduction Evaluation) and TIE (Toxicity Identification Evaluation). The laboratory must, if necessary, be capable of performing the appropriate follow-up tests in response to TRE / TIE triggers.



## Professional Services Agreement – Pacific EcoRisk

**TIME OF PERFORMANCE SCHEDULE**

Consultant shall begin work following authorization and notice to proceed from the City and shall complete testing by June 30, 2007.

Consultant shall log in all samples to meet the twenty (20) calendar days TAT (turnaround time) and shall immediately notify Environmental Control Division staff if toxicity is observed in any sample.

Consultant shall perform the required analyses according to the sampling schedule below:

Service:	96-hour Acute Bioassay test w/larval fathead minnows
Method:	EPA - Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms
Frequency:	2 @ month
Number of Samples:	Nineteen (19)

Service:	"Three Species" Chronic Toxicity test
Method:	EPA - Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms (EPA 600/4-91-002, or latest edition)
Frequency:	Quarterly
Number of Samples:	Three (3)

Professional Services Agreement

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**FEE SCHEDULE****Cost Detail**

Pacific EcoRisk Laboratory See Attached 2016 Quote	\$28,660.00
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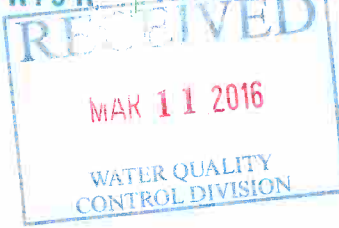
**Cost Summary**

<u>Fiscal Year</u>	<u>Total</u>
2016/2017	\$28,660.00
2017/2018	\$28,660.00
2018/2019	\$28,660.00
Total:	<u>\$85,980.00</u>



PACIFIC ECORISK

ENVIRONMENTAL CONSULTING & TESTING



Lorraine M. Carrasquillo  
City of Merced  
1776 Grogan Avenue  
Merced, CA 95341

March 10, 2016

Dear Ms. Carrasquillo

Pacific EcoRisk (PER) is very pleased to have this opportunity to respond to the City of Merced's (City) Request for Proposals (RFP) to provide NPDES permit compliance Bioassay Laboratory Services for the City's Wastewater Treatment Facility (WWTF). All information requested in the RFP is contained in the attached proposal.

I'd like to take this opportunity to highlight a few points, detailed throughout our attached proposal, that I believe separates PER from competing firms and demonstrates our firm's ability to accomplish the scope of services.

- ▶ Pacific EcoRisk is intimately familiar with the history of the City's NPDES compliance testing requirements since we have been providing identical services to those presented in the RFP since 2002.
- ▶ When you work with Pacific EcoRisk, you work with a firm that has a broad understanding of environmental issues. Pacific EcoRisk is an environmental consulting firm conducting research and testing in the fields of environmental toxicology, aquatic biology, and environmental chemistry. Our staff is comprised of 28 degreed scientists (B.S., M.S. and Ph.D.), and supported by approximately 22 technicians (most of whom are also degreed university graduates) and administrative support staff. Our clients include local, state and federal regulatory agencies, industry and agriculture, ports and marinas, POTWs, US military services, as well as support services for other environmental or engineering consulting firms.
- ▶ Pacific EcoRisk is open 7 days per week, 365 days per year. We are available to perform testing on almost any schedule.

We believe that our experience and commitment to performing high quality work will continue to make us a valued part of your NPDES compliance team, and we look forward to the opportunity to continue to work with you and your staff. If you have any questions regarding our proposal, please feel free to contact me at (707) 207-7766.

Sincerely,

Stephen L. Clark  
Vice President

**PROPOSAL FOR  
BIOASSAY LABORATORY SERVICES  
for the  
City of Merced**

**Submitted in Response to:**

**City of Merced  
Request for Proposals  
Issued By Lorraine M. Carrasquillo  
Water Quality Control Division**

**Submitted by:**

**Pacific EcoRisk  
2250 Cordelia Road  
Fairfield, CA 94534**

**March 10, 2016**



**PACIFIC ECORISK**  
ENVIRONMENTAL CONSULTING & TESTING

# **PROPOSAL FOR BIOASSY LABORATORY SERVICES**

**City of Merced  
Public Works Department  
Water Quality Control Division**

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## **ATTACHMENTS**

Attachment A	Organization Chart
Attachment B	Resumes of Key Project Staff
Attachment C	NELAP Accreditation Certificate
Attachment D	ELAP Accreditation Certificate
Attachment E	2015 NELAP Audit Report
Attachment F	Proof of Existing Insurance
Attachment G	Certification of Good Faith



## 1. INTRODUCTION

This Proposal has been prepared in response to the City of Merced's (City) request for proposals (RFP) pertaining to Bioassay Laboratory Services for the Merced Wastewater Treatment Facility (WWTF). This proposal was prepared per the RFP specified scope, form and content requirements. Specifically, this proposal includes:

- a profile of Pacific EcoRisk,
- statement of qualifications demonstrating Pacific EcoRisk's ability to successfully perform the requested acute and chronic toxicity services,
- proposed scheme of work,
- references,
- acceptance of model contract and insurance requirements, and
- pricing tables and mandatory forms.

As detailed in the following sections, Pacific EcoRisk has over 20 years of experience performing the services described in the requested scope of work to the satisfaction of numerous clients. Moreover, Pacific EcoRisk has provided the City of Merced with similar toxicity testing service as those requested in the RFP since 2002. As the City's current service provider, we look forward to the opportunity to provide continued exceptional service to City of Merced Water Quality Control Division.

## 2. COMPANY PROFILE

**Pacific EcoRisk, Inc.**, founded in 1994 and incorporated in California in September 2001, is an environmental consulting firm conducting research and testing in the fields of environmental toxicology, aquatic biology, and environmental chemistry. Our staff is comprised of approximately 28 degreed scientists, 22 technicians (most of whom are also degreed university graduates), and three administrative support staff.

Pacific EcoRisk has considerable experience in the performance of water and sediment toxicity and bioaccumulation testing, fulfilling toxicity testing orders originating from across the nation. We have earned the respect and esteem of our clients, our auditors, and our peers through our consistent delivery of high quality, timely, and cost effective data and consulting services.

Areas of	NPDES Whole Effluent Toxicity (WET) testing
Specialization:	NPDES permit negotiation
	Water Effects Ratio studies (site-specific criteria)
	Toxicity Reduction Evaluations (TREs)
	Toxicity Identification Evaluations (TIEs)
	Title 22 "Hazardous Waste" toxicity testing
	Sediment and dredged material testing
Client Base:	Municipal, industrial, and MS4 stormwater NPDES dischargers





Agricultural dischargers and watershed monitoring organizations  
Major and minor ports and marinas  
US military services  
Engineering and environmental consulting firms  
Agrochemical and petrochemical manufacturers  
Local, state, and federal regulatory agencies

Business Address: 2250 Cordelia Rd.  
Fairfield, CA 94534  
PH: 707-207-7760

Primary Contact: Brant Jorgenson, Ph.D.  
Senior Project Manager  
PH: 707-207-7779  
Email: [bjorgenson@pacificecorisk.com](mailto:bjorgenson@pacificecorisk.com)

Secondary Contacts: Stephen L. Clark  
Vice President  
PH: 707-207-7766  
Email: [slclark@pacificecorisk.com](mailto:slclark@pacificecorisk.com)

Scott Ogle, Ph.D.  
CEO  
PH: 707-207-7762  
Email: [scottogle@pacificecorisk.com](mailto:scottogle@pacificecorisk.com)

### **3. STATEMENT OF QUALIFICATIONS**

#### **3.1 Technical Qualifications of Pacific EcoRisk's Project Team**

The Project Management team of Dr. Brant Jorgenson, Dr. Scott Ogle, and Mr. Stephen Clark collectively bring ~80 years of toxicity testing and NPDES compliance experience to their management and oversight of projects as well as interpretation of data and regulatory permit compliance requirements. In addition, the Project Management team are expert at consulting with Regional Board staff regarding NPDES issues related to toxicity testing.

Dr. Brant Jorgenson is currently Pacific EcoRisk's assigned project manager to the City, and will continue in this position with Dr. Scott Ogle and Stephen Clark as assigned secondary contacts. Each project is also assigned a Project Lead to assist the Project Manager, whom directly oversees project specific laboratory testing, including day-to-day oversight of all testing activities being performed for the project. The assigned Project Lead will be Dr. Aaron



Edgington, who is currently serving as Project Lead for the City, thus ensuring continued expert familiarity with the City's bioassay testing needs. In addition, and integral to the generation of high quality and reliable toxicity monitoring data, Pacific EcoRisk employs a full-time laboratory QA Manager who oversees Pacific EcoRisk's quality program.

It is worth noting that the proposed project team is the same team that is currently providing routine and special study toxicity testing for the City's WWTF. An organization chart illustrating the project staffing is provided as Attachment A. Brief resumes for key staff are provided as Attachment B.

### **Familiarity with Central Valley NPDES Regulatory Setting**

Pacific EcoRisk is very familiar with and on excellent terms with Central Valley Regional Water Quality Control Board staff, and has hosted seminars at the Pacific EcoRisk facility in which we have provided presentations to Regional Board staff on topics of bioassay test interferences and false positives and effective strategies to implementation of Toxicity Reduction Evaluations (TRE) and Toxicity Identification Evaluations (TIE). We routinely serve as technical experts to Regional Board staff, fielding technical questions from various staff not only for our clients, but for other regional water quality issues as well. The confidence and integrity we have engendered with Regional Board staff allows us to successfully negotiating permit amendments and concessions with Regional Board staff on behalf of our clients.

### **Interactions with Central Valley Clean Water Association**

Pacific EcoRisk is an affiliate member of the Central Valley Clean Water Association (CVCWA), and is an active participant in CVCWA special studies (e.g., Regional Board Engagement on Toxicity Issues Special Project and Freshwater Mussel Special Project). Pacific EcoRisk has given presentations on topical issues of interest (e.g., identification of false positives) to CVCWA and CVCWA member agencies. Moreover, Pacific EcoRisk is very familiar with the CVCWA members, and provides acute and chronic toxicity testing for many CVCWA dischargers.

## **3.2 Lab Accreditation**

The performance of high quality testing is a critical element for assuring that data meets the NPDES permit requirement. Consistent with our dedication to producing high quality test results, Pacific EcoRisk is the only aquatic toxicity lab in Northern California that is NELAP-certified. We perform the full suite of EPA acute and chronic toxicity tests with freshwater, estuarine, and marine test species, and also perform sediment toxicity and bioaccumulation tests under the rigorous NELAP quality program requirements. A copy of our NELAP certification and fields of testing (FOT) are provided as Attachment C. Although Pacific EcoRisk is fully NELAP accredited, we also maintain CA-ELAP accreditation; our ELAP certification and FOT are provided as Attachment D.



As testament to the quality of work being performed by our lab, during our most recent 4-day NELAP audit, the auditor stated that our lab's quality system was "*the best that he had ever seen*", and that in his 30 years of auditing labs, this was the very first time that he was unable to find even a single lab operation that required a corrective action. A copy of our most recent NELAP audit report is provided as Attachment E.

We would also like to bring your attention to the fact that as part of the Central Valley Regional Board's Irrigated Lands Regulatory Program (ILRP), the labs participating in the ILRP are subject to lab audits by USEPA. As the lab doing the majority of the ILRP work, our lab was selected to be the first, and a 2-day audit with two USEPA auditors and two Regional Board auditors took place in February 2009. We were very pleased to have received the USEPA's highest rating as a result of that audit; the USEPA's Whole Effluent Toxicity (WET) expert Dr. Debra Denton stated, "*Laboratory documentation and reporting is excellent*" and "*All of the tests performed for the ILRP have coefficients of variation that are far below the national average 75th percentile and 90th percentile.*"

### 3.3 Lab Hours

Pacific EcoRisk's laboratory is open 7 days a week, 365 days per year, including holidays. Pacific EcoRisk is not only open every day of the year, but we have specifically staffed our lab to assure that all mandatory functions are fully staffed every single day of the year, including holidays. Our client's tests receive onsite supervision by a fully trained and qualified Lab Manager and QA Manager every single day of the year. In addition, our 50+ staff allows assurance that the testing is appropriately completed by trained and qualified staff any day of the year.

### 3.4 Report Turn-Around Times and Immediate Notification Policy

Pacific EcoRisk's standard report turn-around time is 14 calendar days, which exceeds the RFP's required maximum turn-around time of 20 calendar days. There is no surcharge for this standard turn-around time. In addition, it is Pacific EcoRisk's standard practice to provide our clients, verbally or by e-mail, preliminary test results within approximately 48 hours of test completion. This early reporting of preliminary test results provides our clients ample opportunity to take necessary or prudent actions in advance of receipt of Pacific EcoRisk's formal report - it is the formal report upon which the Regional Board typically bases its laboratory notification requirements and associated permit deadlines (i.e., deadlines for retesting, notification of toxicity, initiation of accelerated monitoring, preparation of TRE Action Plans, etc.). With early provision of preliminary test results, additional time is provided to coordinate and implement follow up activities.



### 3.5 Proposed Scheme of Work for Toxicity Testing

Based upon our 14 years of providing testing services to the City, Pacific EcoRisk has developed the following scheme of work for the specific toxicity testing requested.

#### 1. Testing Planning and Coordination

- 1.1 Pacific EcoRisk staff first will coordinate planned sample collection dates and test initiations with City staff. Any special or unique considerations will be discussed and confirmed at that time.
- 1.2 A "Sample Collection and Pick-Up Schedule" will be prepared by Pacific EcoRisk and emailed to City staff. This will also be provided to Pacific EcoRisk laboratory staff to ensure that sample pick-up is appropriately scheduled and any necessary pre-test activities are addressed.
- 1.3 Pre-cleaned sample containers are provided to the City at no charge prior to testing, along with partially filled chain-of-custody forms.

#### 2. Sample Pick-Up

- 2.1 Pacific EcoRisk staff will arrive at the WWTF at the scheduled time, and will bring a sample "kit" that includes ice chest, ice (or 'blue ice'), and a temperature blank for the ice chest.
- 2.2 The sample will be transported to the Pacific EcoRisk lab within the method specified 36-hour sample hold time.

#### 3. Sample Receipt

- 3.1 Upon receipt at the testing lab, the sample will be logged-in, and routine water quality characteristics will be determined.
  - 3.1.1 If any unusual water quality characteristics are observed (i.e., chlorine residual, elevated ammonia), City staff will be contacted to confirm and resolve any sample issues or necessary test design modifications.
- 3.2 The sample will be stored in the dark at 0-6°C, except when being used to prepare test solutions.

#### 4. Performance of Toxicity Testing

- 4.1 The acute and chronic toxicity tests will be performed following the guidelines established by the EPA manuals "*Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater Organisms, 4<sup>th</sup> Ed* (EPA 821-R-02-012)" and "*Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms, 4<sup>th</sup> Ed* (EPA 821-R-02-013)."
- 4.2 During the course of the testing, and in order to prevent "false positives", special observations will be made to identify any unusual conditions that might interfere or otherwise affect the test.
- 4.3 The test results will be examined on a daily basis to ensure conformance with all QA/QC requirements.

#### 5. Evaluation and Interpretation of Test Results

- 5.1 Statistical analysis of the test data will be performed.



- 5.2 A summary of the draft test results will be emailed to City staff within approximately 48 hours of test completion.
- 5.3 A report describing the performance and results of the testing will be prepared and submitted to City staff within 10 business (14 calendar) days of test completion (expedited turn around times are available). This report will include all data required by City's NPDES permit.

#### **6. Contingency Activities Following Observation of Toxicity**

- 6.1 Pacific EcoRisk will consult with City staff to determine need for and nature of any required follow-up activities (e.g., accelerated monitoring, implementation of TRE, etc.).

### **3.6 Other Toxicity Testing Related Services and Contingency Activities**

**Toxicity Reduction Evaluation (TREs):** Pacific EcoRisk is intimately familiar with the TRE process, and has helped numerous dischargers successfully implement and complete necessary TREs, including the City in early 2015. Our goal in working with our wastewater clients on TREs is to provide cost effective solutions for returning the facility to routine compliance monitoring as quickly as possible, rather than using the TRE process as a mechanism for performing costly TIEs. This is achieved via the preparation of TRE Work Plans and TRE Action Plans that appropriately reflect plant operations and effluent chemistry. These process driven documents are prepared in a fashion that provide user-friendly guidance to wastewater staff on the execution of the TRE process so that the cause and/or source of toxicity can be efficiently and cost-effectively identified. While technically complete, our TRE documents are written to be easily understood by the layperson to facilitate their usability.

**Toxicity Identification Evaluation (TIEs):** We pride ourselves on our research and development capabilities for those projects that may require efforts beyond the standardized tests. In particular, we bring considerable knowledge and expertise in the performance and interpretation of TIEs. Pacific EcoRisk staff have performed literally hundreds of TIEs ranging from Phase I Toxicity Characterization Procedures to Phase III Identification procedure, as well as the performance of other TRE elements, including bench-scale evaluations of appropriate treatment options in both the laboratory and in the field. It should be noted that the City of San Jose just recently conducted an extremely thorough comparison of toxicity testing lab TIE qualifications, and selected Pacific EcoRisk as the lab with whom they contracted to perform their future TIE work.



#### 4. PRESENTATION OF SIMILAR WORK AND SUPPORTING REFERENCES

Please accept the following brief list of references as evidence of ability and competency to perform similar work. As requested, three references are provided, in addition to Pacific EcoRisk's current contact and history with the Merced WWTF. Additional references and examples can be provided upon request.

Project Name	NPDES Acute and Chronic Toxicity Testing (Routine, Accelerated, TIE, and Special Study)	
Client	City of Stockton	
Description of Work Performed	<p>NPDES chronic toxicity evaluations of effluent produced by the Regional Wastewater Control Facility using:</p> <ul style="list-style-type: none"> <li>the EPA acute toxicity test with rainbow trout;</li> <li>the EPA chronic toxicity test with <i>Selenastrum capricornutum</i>;</li> <li>the EPA chronic toxicity test with <i>Ceriodaphnia dubia</i>; and</li> <li>the EPA chronic toxicity test with fathead minnows.</li> </ul> <p>During the period of service to Stockton MUD, Pacific EcoRisk identified the cause of 'apparent' toxicity to <i>S. capricornutum</i> as being due at times to stimulatory receiving water (considered a confounding/interfering factor) and at times ammonia (prior to nitrification upgrades). Similarly, Pacific EcoRisk has identified the cause of 'apparent' toxicity to <i>C. dubia</i> and fathead minnow as being related to pathogens. Pathogen related toxicity is considered a test interference, but often requires close observation in order to distinguish from effluent caused toxicity.</p>	
Period of Work	2002 - present	
Client Contact Info	Jerry Tamura P: (209) 937-8786 E: jerry.tamura@stocktongov.com	David Callas P: (209) 937-8711 E: david.callas@stocktongov.com

Project Name	NPDES Acute and Chronic Toxicity Testing and Toxicity Reduction Evaluation	
Client	City of Ukiah	
Description of Work Performed	<p>NPDES chronic toxicity evaluations of effluent produced by the Ukiah Wastewater Treatment Plant using:</p> <ul style="list-style-type: none"> <li>the EPA acute toxicity test with rainbow trout;</li> <li>the EPA chronic toxicity test with <i>Selenastrum capricornutum</i>;</li> <li>the EPA chronic toxicity test with <i>Ceriodaphnia dubia</i>; and</li> <li>the EPA chronic toxicity test with fathead minnows.</li> </ul> <p>As part of a recently concluded TRE, Pacific EcoRisk reviewed Ukiah's historical data and performed a site inspection, and then successfully identified a polymer used as part of Ukiah's treatment processes as the cause of toxicity to <i>Ceriodaphnia dubia</i>.</p>	
Period of Work	2007 - present	
Client Contact Info	Joan Kelly P: (707) 467-2818 E: jkelly@cityofukiah.com	Andrew (Andy) Luke P: (707) 467-2818 E: aluke@cityofukiah.com





Project Name	NPDES Acute and Chronic Toxicity Testing and Toxicity Reduction Evaluation
Client	City of Manteca
Description of Work Performed	<p>NPDES chronic toxicity evaluations of effluent produced by the Manteca Wastewater Treatment Plant:</p> <ul style="list-style-type: none"> <li>• the EPA acute toxicity test with fathead minnow;</li> <li>• the EPA chronic toxicity test with <i>Selenastrum capricornutum</i>;</li> <li>• the EPA chronic toxicity test with <i>Ceriodaphnia dubia</i>; and</li> <li>• the EPA chronic toxicity test with fathead minnows.</li> </ul> <p>During the period of service to Merced, Pacific EcoRisk has assisted the City of Manteca with two TREs, including preparation of TRE Action Plans, TIE, and TRE Final Reports. Pacific EcoRisk similarly assisted with negotiation of the discontinuation of use of receiving water as control and diluent with the Regional Board. Use of receiving water was confounding test interpretation and leading to false identification of effluent toxicity due to the biostimulatory response of the receiving water control.</p>
Period of Work	2002 - present
Client Contact Info	<p>Heather Grove  P: (209) 456-8473  E: hgrove@ci.manteca.ca.us</p>

## 5. ACCEPTANCE OF CONTRACT AND INSURANCE REQUIREMENTS

Pacific EcoRisk accepts the contracting terms and insurance requirements as detailed in the Model Contract presented in the RFP. Proof of existing insurance coverage is attached as Appendix F.

## 6. PRICING TABLES AND MANDATORY FORMS

The pricing tables for routine NPDES permit compliance acute and chronic toxicity testing are provided below. Please note that the RFP addendum specified that chronic testing should use a single concentration (i.e., 100% effluent) test compared to a laboratory control with concurrent chronic reference toxicant testing. Single concentration test and reference toxicant test pricing is included in the pricing table.

Please note that test pricing is guaranteed for the period of the contract (through June 2019) and inclusive of the following: courier delivery of samples, sample containers, shipment of sample coolers, and standard test report preparation (e.g., 14 day TAT).

A current consulting services fee schedule (hourly based) is also provided.

Mandatory RFP submittal forms, including the local business enterprise policy's Certification of Good Faith Effort, are included as Attachment G.



## ACUTE AND CHRONIC WET TESTING

Parameter	Units	Test Design	Analytical Method	Estimated Annual Quantity	Unit Cost	Extended Cost
Toxicity, Acute, Fathead Minnow Survival	% Survival	100% Effluent Only	EPA 821-R-02-012	12	\$ 716	\$ 8,592
Toxicity, Chronic, Fathead Minnow (Survival and Growth)	TUc	100% Effluent Only	EPA 821-R-02-013	4	\$ 1,023	\$ 4,092
Concurrent Fathead Minnow Reference Toxicant Test	--	Dilution Series	EPA 821-R-02-013	4	\$ 711	\$ 2,844
Toxicity, Chronic, <i>Ceriodaphnia dubia</i> (Survival and Reproduction)	TUc	100% Effluent Only	EPA 821-R-02-013	4	\$ 1,023	\$ 4,092
Concurrent <i>Ceriodaphnia dubia</i> Reference Toxicant Test	--	Dilution Series	EPA 821-R-02-013	4	\$ 663	\$ 2,652
Toxicity, Chronic, <i>Selenastrum capricornutum</i> (Growth)	TUc	100% Effluent Only	EPA 821-R-02-013	4	\$ 1,023	\$ 4,092
Concurrent <i>Selenastrum capricornutum</i> Reference Toxicant Test	--	Dilution Series	EPA 821-R-02-013	4	\$ 574	\$ 2,296
					\$ 28,660	
					<b>TOTAL COST</b>	

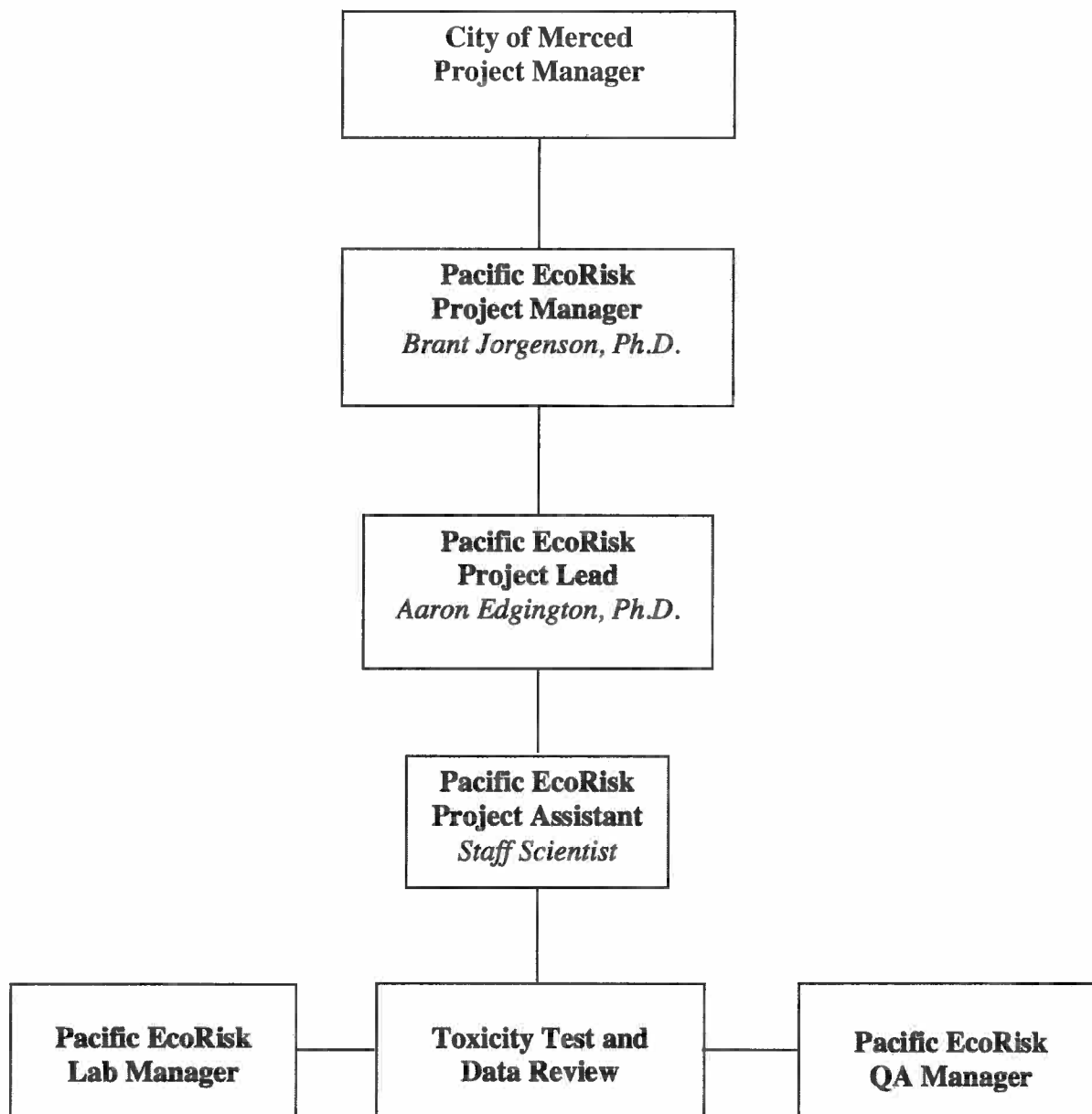
Red text indicates testing associated with NPDES permit concurrent reference toxicant test requirement  
Containers, courier costs, cooler return shipment included in test pricing, and assumes concurrent 3-species chronic testing as specified in NPDES permit

## CONSULTING SERVICES FEE SCHEDULE

• Senior Project Manager	\$191/hr
• Assistant Project Manager	\$138/hr
• Senior Scientist	\$121/hr
• Scientist	\$103/hr
• Lab Assistant	\$59/hr
• Administrative Assistant	\$59/hr

**Attachment A**

**Organization Chart**

**Organizational Chart**

**Attachment B**

**Resumes of Key Project Staff**

**Brant C. Jorgenson**  
**Senior Project Manager**

**Areas of Expertise**

- **Analytical and Environmental Chemistry**
- **Water/Sediment Quality Studies**
- **Contaminant Fate and Transport**
- **Toxicity Reduction Evaluations**
- **NPDES/WDR Negotiation & Compliance**
- **Stormwater Monitoring and Management**

**Education**

**Ph.D. Agricultural & Environmental  
Chemistry (Civil & Environmental  
Engineering Department)**

*University of California, Davis, CA*

**B.S. Environmental Toxicology**

*University of California, Davis, CA*

**Professional History**

**Senior Project Manager**

*PACIFIC ECORISK*

Fairfield, CA

2014-Present

**Environmental Chemist**

*ROBERTSON-BRYAN, INC.*

Elk Grove, CA

2005-2014

**Project Scientist**

*JONES & STOKES ASSOCIATES*

Sacramento, CA

1998-2001

**Project Scientist**

*ENVIRONMENTAL SCIENCE ASSOCIATES*

Sacramento, CA

1995-1998

Dr. Brant Jorgenson is an environmental chemist with a specialty in analytical chemistry. His consulting experience spans 17 years in water quality analysis, sediment characterization and dredging, toxicity reduction evaluations, and stormwater management, as well as NPDES and WDR negotiation, compliance and monitoring. As a consulting environmental chemist, Dr. Jorgenson has provided technical and project management assistance for a variety of effluent and ambient water quality projects ranging from effluent quality characterizations to contaminant fate and transport studies. He has assisted clients in the negotiation of new NPDES permits, the development of Toxicity Identification Evaluation (TIEs) and Toxicity Reduction Evaluations (TREs) strategies as well as the preparation of TRE workplans and Action plans, and development of site-specific criteria using the Biotic Ligand Model and Water Effect Ratio (WER) studies. Dr. Jorgenson has represented clients in the development of new water resource policy, such as Basin Plan Amendments, TMDLs, and pesticide criteria development, including most recently Basin Plan Amendments for chlorpyrifos and diazinon in the Central Valley of California, as well as TMDL and waste load allocation targets for several pyrethroid insecticides and the herbicide diuron.

Dr. Jorgenson has published in scientific journals on the topic of fate and transport of pyrethroid insecticides applied to urban and suburban landscapes. His research on the topic was instrumental in informing the California Department of Pesticide Regulation's pyrethroid registration re-evaluation process, ending with promulgation of new surface water protection rules targeted at structural and landscape pest control practices.





**Aaron Edgington**  
**Senior Aquatic Ecotoxicologist**

**Areas of Expertise**

- **NPDES Testing**
- **Toxicity Identification Evaluations**
- **Water-Effect Ratios**
- **Contaminant Fate and Transport**
- **Aquatic Toxicology**

**Education**

**Ph.D. Environmental Toxicology**  
*Clemson University, Clemson SC*

**B.S. Environmental Science**  
*Western Washington University, Bellingham WA*

**Professional History**

**Senior Aquatic Ecotoxicologist**  
*PACIFIC ECORISK*  
Fairfield, CA  
November 2015-Present

**Senior Scientist**  
*Exponent, Inc*  
Bellevue, WA  
July 2014 – August 2015

**Post Doctoral Scholar**  
*Oregon State University*  
Corvallis, OR  
2012-2014

For more than 10 years, Dr. Aaron Edgington has been participating in research and testing in the area of aquatic ecotoxicology. Dr. Edgington specializes in assessing effects from exposure to metals, PAHs, and nanomaterials. For these purposes, he has experience in designing, implementing, and evaluating aquatic toxicology testing systems for acute and chronic exposures. His consulting experience spans 4 years in aquatic toxicology, natural resource damage assessment, and NPDES.

Dr. Edgington has also analyzed and evaluated aquatic and sediment laboratory toxicity data and field collected data. He also has experience in determining exposure pathways for organism to evaluate risk of exposure to a variety of contaminants.

Currently, Dr. Edgington serves as Project Lead for several NPDES clients, is expert in managing all aspects related to NPDES studies, and has comprehensive experience performing testing with a wide variety of freshwater, estuarine, and marine test species. He also assists with other project specific research under his area of expertise, including toxicity identification evaluations (TIEs) of complex effluent samples and water-effect ratios (WERs).



**Attachment C**

**NELAP Accreditation Certificate**



# OREGON

## Environmental Laboratory Accreditation Program



NELAP Recognized

**Pacific EcoRisk  
4043**

2250 Cordelia Road  
Fairfield, CA 94534

IS GRANTED APPROVAL BY ORELAP UNDER THE 2009 TNI STANDARDS, TO PERFORM  
ANALYSES ON ENVIRONMENTAL SAMPLES IN MATRICES AS LISTED BELOW :

<i>Air</i>	<i>Drinking Water</i>	<i>Non Potable Water</i>	<i>Solids and Chem. Waste</i>	<i>Tissue</i>
		Chemistry	Chemistry	
		Toxicity Testing	Toxicity Testing	

AND AS RECORDED IN THE LIST OF APPROVED ANALYTES, METHODS, ANALYTICAL  
TECHNIQUES, AND FIELDS OF TESTING ISSUED CONCURRENTLY WITH THIS CERTIFICATE AND  
REVISED AS NECESSARY.

ACCREDITED STATUS DEPENDS ON SUCCESSFUL ONGOING PARTICIPATION IN THE  
PROGRAM AND CONTINUED COMPLIANCE WITH THE STANDARDS.

CUSTOMERS ARE URGED TO VERIFY THE LABORATORY'S CURRENT ACCREDITATION STATUS  
IN OREGON.

Gary K. Ward, MS

Oregon State Public Health Laboratory

ORELAP Administrator

3150 NW. 229th Ave, Suite 100

Hillsboro, OR 97124

ISSUE DATE: 01/30/2016

EXPIRATION DATE: 01/29/2017

Certificate No: 4043 - 004







# Oregon

## Environmental Laboratory Accreditation Program



Department of Agriculture, Laboratory Division  
Department of Environmental Quality, Laboratory Division  
Oregon Health Authority, Public Health Division

NELAP Recognized

### ORELAP Fields of Accreditation

ORELAP ID: 4043

EPA CODE: CA01307

Certificate: 4043 - 004

#### Pacific EcoRisk

2250 Cordelia Road  
Fairfield CA 94534

Issue Date: 01/30/2016 Expiration Date: 01/29/2017

As of 01/30/2016 this list supersedes all previous lists for this certificate number.  
Customers. Please verify the current accreditation standing with ORELAP.

#### MATRIX : Non-Potable Water

Reference	Code	Description
ASTM E1218-04	910	Standard Guide for Conducting Static Toxicity Tests with Microalgae
<b>Analyte Code</b>	<b>Analyte</b>	
817	Diatom ( <i>T. pseudonana</i> )	
808	Green algae ( <i>S. capricornutum</i> )	
EPA 1000.0	10252605	Fathead Minnow Larval Survival and Growth, chronic (EPA 821/R-02/013)
<b>Analyte Code</b>	<b>Analyte</b>	
800	Fathead Minnow ( <i>P. promelas</i> )	
EPA 1002.0	10253006	Daphnid Survival and Reproduction, chronic (EPA 821/R-02/013)
<b>Analyte Code</b>	<b>Analyte</b>	
802	Daphnid ( <i>C. dubia</i> )	
EPA 1003.0	10253200	Green Alga Growth, chronic (EPA 821/R-02/013)
<b>Analyte Code</b>	<b>Analyte</b>	
808	Green algae ( <i>S. capricornutum</i> )	
EPA 1004.0	10253404	Sheepshead Minnow Larval Survival and Growth, chronic (EPA 821/R-02/014)
<b>Analyte Code</b>	<b>Analyte</b>	
805	Sheepshead Minnow ( <i>C. variegatus</i> )	
EPA 1006.0	10253802	Inland Silverside Larval Survival and Growth, chronic (EPA 821/R-02/014)
<b>Analyte Code</b>	<b>Analyte</b>	
804	Silverside ( <i>Menidia</i> spp.)	
EPA 1007.0	10254009	Mysid Survival, Growth, and Fecundity, chronic (EPA 821/R-02/014)
<b>Analyte Code</b>	<b>Analyte</b>	
806	Mysid ( <i>M. bahia</i> )	
EPA 600/R-95/136 1st	920	SHORT-TERM METHODS FOR ESTIMATING THE CHRONIC TOXICITY OF EFFLUENTS AND RECEIVING WATERS TO WEST COAST MARINE AND ESTUARINE ORGANISMS
<b>Analyte Code</b>	<b>Analyte</b>	
814	Giant Kelp ( <i>M. pyrifera</i> )	
813	Mussels ( <i>Mytilus</i> spp.)	

# ORELAP Fields of Accreditation

ORELAP ID: 4043

EPA CODE: CA01307

Certificate: 4043 - 004

## Pacific EcoRisk

2250 Cordelia Road  
Fairfield CA 94534

Issue Date: 01/30/2016

Expiration Date: 01/29/2017

As of 01/30/2016 this list supercedes all previous lists for this certificate number.

Customers. Please verify the current accreditation standing with ORELAP.

Analyte Code	Analyte
810	Pacific oyster ( <i>C. gigas</i> )
815	Red Abalone ( <i>H. rufescens</i> )
807	Topsmelt ( <i>A. affinis</i> )

EPA 600/R-95/136 Dev	922	SHORT-TERM METHODS FOR ESTIMATING THE CHRONIC TOXICITY OF EFFLUENTS AND RECEIVING WATERS TO WEST COAST MARINE AND ESTUARINE ORGANISMS - Development
Analyte Code	Analyte	
812	Purple Sea Urchin ( <i>S. purpuratus</i> )	
811	Sand Dollar ( <i>D. excentricus</i> )	

EPA 600/R-95/136 Fert	921	SHORT-TERM METHODS FOR ESTIMATING THE CHRONIC TOXICITY OF EFFLUENTS AND RECEIVING WATERS TO WEST COAST MARINE AND ESTUARINE ORGANISMS - Fertilization
Analyte Code	Analyte	
812	Purple Sea Urchin ( <i>S. purpuratus</i> )	
811	Sand Dollar ( <i>D. excentricus</i> )	

EPA 821-R-02-012 FW	901	Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms - FW
Analyte Code	Analyte	
803	Daphnia spp.	
802	Daphnid ( <i>C. dubia</i> )	
800	Fathead Minnow ( <i>P. promelas</i> )	
801	Rainbow Trout ( <i>O. mykiss</i> )	

EPA 821-R-02-012 SW	902	Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms -SW
Analyte Code	Analyte	
806	Mysid ( <i>M. bahia</i> )	
805	Sheepshead Minnow ( <i>C. variegatus</i> )	
804	Silverside ( <i>Menidia</i> spp.)	
807	Topsmelt ( <i>A. affinis</i> )	

**ORELAP Fields of Accreditation****ORELAP ID:** 4043**EPA CODE:** CA01307**Certificate:** 4043 - 004**Pacific EcoRisk**2250 Cordelia Road  
Fairfield CA 94534**Issue Date:** 01/30/2016**Expiration Date:** 01/29/2017

**As of 01/30/2016 this list supercedes all previous lists for this certificate number.**  
**Customers. Please verify the current accreditation standing with ORELAP.**

**MATRIX : Solids**

Reference	Code	Description
ASTM E1688-10 2010	30045386	Determination of the Bioaccumulation of Sediment-Associated Contaminants by Benthic Invertebrates
<b>Analyte Code</b>	<b>Analyte</b>	
3464	Macoma nasuta	
891	Nephtys caecoides	
890	Nephtys incisa	
3402	Nereis virens	
EPA 600/R-94/025	960	Methods for Assessing the Toxicity of Sediment-associated Contaminants with Estuarine and Marine Amphipods
<b>Analyte Code</b>	<b>Analyte</b>	
821	Amphipod (A. abdita)	
822	Amphipod (E. estuarius)	
823	Amphipod (L. plumulosus)	
824	Amphipod (R. abronius)	
EPA 600/R-99/064 2nd	950	Methods for Measuring the Toxicity and Bioaccumulation of Sediment-associated Contaminants with Freshwater Invertebrates
<b>Analyte Code</b>	<b>Analyte</b>	
818	Amphipod (H. azteca)	
819	Midge (C. tentans)	
820	Oligochaete (L. variegatus)	
Polisini & Miller (CDFG 1988)	970	Static Acute Bioassay Procedures for Hazardous Waste Samples
<b>Analyte Code</b>	<b>Analyte</b>	
800	Fathead Minnow (P. promelas)	
801	Rainbow Trout (O. mykiss)	



**Attachment D**

**ELAP Accreditation Certificate**



STATE WATER RESOURCES CONTROL BOARD  
REGIONAL WATER QUALITY CONTROL BOARDS

**Interim**



**CALIFORNIA STATE**

**ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM**

**CERTIFICATE OF ENVIRONMENTAL LABORATORY ACCREDITATION**

Is hereby granted to

**Pacific EcoRisk, Inc.**

2250 Cordelia Road

Fairfield, CA 94534

Scope of the certificate is limited to the  
"Fields of Testing"  
which accompany this Certificate.

Continued accredited status depends on successful completion of on-site inspection,  
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of  
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **2085**

Expiration Date: **9/30/2016**

Effective Date: **10/1/2015**

Sacramento, California  
subject to forfeiture or revocation

Christine Sotelo, Chief  
Environmental Laboratory Accreditation Program



**CALIFORNIA STATE  
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM  
Accredited Fields of Testing**



**Pacific EcoRisk, Inc.**

2250 Cordelia Road  
Fairfield, CA 94534  
Phone: (707) 207-7760

Certificate No. 2085  
Expiration Date 9/30/2016  
INTERIM

**Field of Testing: 113 - Whole Effluent Toxicity of Wastewater**

113.021	001A	Fathead Minnow ( <i>P. promelas</i> )	EPA 2000 (EPA-821-R-02-012), Static
113.021	001b	Fathead Minnow ( <i>P. promelas</i> )	EPA 2000 (EPA-821-R-02-012), Static Renewal
113.021	001c	Fathead Minnow ( <i>P. promelas</i> )	EPA 2000 (EPA-821-R-02-012), Continuous Flow
113.022	003a	Rainbow trout ( <i>O. mykiss</i> )	EPA 2019 (EPA-821-R-02-012), Static
113.022	003b	Rainbow trout ( <i>O. mykiss</i> )	EPA 2019 (EPA-821-R-02-012), Static Renewal
113.022	003c	Rainbow trout ( <i>O. mykiss</i> )	EPA 2019 (EPA-821-R-02-012), Continuous Flow
113.023	005a	Daphnid ( <i>C. dubia</i> )	EPA 2002 (EPA-821-R-02-012), Static
113.023	005b	Daphnid ( <i>C. dubia</i> )	EPA 2002 (EPA-821-R-02-012), Static Renewal
113.023	005c	Daphnid ( <i>C. dubia</i> )	EPA 2002 (EPA-821-R-02-012), Continuous Flow
113.024	006a	Daphnia spp.	EPA 2021 (EPA-821-R-02-012), Static
113.024	006b	Daphnia spp.	EPA 2021 (EPA-821-R-02-012), Static Renewal
113.024	006c	Daphnia spp.	EPA 2021 (EPA-821-R-02-012), Continuous Flow
113.025	009a	Silverside ( <i>Menidia</i> spp.)	EPA 2006 (EPA-821-R-02-012), Static
113.025	009b	Silverside ( <i>Menidia</i> spp.)	EPA 2006 (EPA-821-R-02-012), Static Renewal
113.025	009c	Silverside ( <i>Menidia</i> spp.)	EPA 2006 (EPA-821-R-02-012), Continuous Flow
113.026	011a	Sheepshead minnow ( <i>C. variegatus</i> )	EPA 2004 (EPA-821-R-02-012), Static
113.026	011b	Sheepshead minnow ( <i>C. variegatus</i> )	EPA 2004 (EPA-821-R-02-012), Static Renewal
113.026	011c	Sheepshead minnow ( <i>C. variegatus</i> )	EPA 2004 (EPA-821-R-02-012), Continuous Flow
113.027	012a	Mysid ( <i>M. bahia</i> )	EPA 2007 (EPA-821-R-02-012), Static
113.027	012b	Mysid ( <i>M. bahia</i> )	EPA 2007 (EPA-821-R-02-012), Static Renewal
113.027	012c	Mysid ( <i>M. bahia</i> )	EPA 2007 (EPA-821-R-02-012), Continuous Flow
113.028	008a	Topmelt ( <i>A. affinis</i> )	EPA-821-R-02-012, Static
113.028	008b	Topmelt ( <i>A. affinis</i> )	EPA-821-R-02-012, Static Renewal
113.028	008c	Topmelt ( <i>A. affinis</i> )	EPA-821-R-02-012, Continuous Flow
113.029	001a	Hyalella spp.	EPA-821-R-02-012, Static
113.029	001b	Hyalella spp.	EPA-821-R-02-012, Static Renewal
113.029	001c	Hyalella spp.	EPA-821-R-02-012, Continuous Flow
113.041	001	Fathead Minnow ( <i>P. promelas</i> )	EPA 1000 (EPA-821-R-02-013)
113.051	005	Daphnid ( <i>C. dubia</i> )	EPA 1002 (EPA-821-R-02-013)
113.061	020	Green algae ( <i>S. capricornutum</i> )	EPA 1003 (EPA-821-R-02-013)
113.071	020	Green algae ( <i>S. capricornutum</i> )	ASTM E1218-04
113.076	011	Sheepshead minnow ( <i>C. variegatus</i> )	EPA 1004 (EPA-821-R-02-014)
113.081	009	Silverside ( <i>Menidia</i> spp.)	EPA 1006 (EPA-821-R-02-014)
113.091	012	Mysid ( <i>M. bahia</i> )	EPA 1007 (EPA-821-R-02-014)
113.120	008	Topmelt ( <i>A. affinis</i> )	EPA 600/R-95/136
113.120	014	Pacific oyster ( <i>C. gigas</i> )	EPA 600/R-95/136
113.120	015D	Sand dollar ( <i>D. excentricus</i> )	EPA 600/R-95/136, Fertilization Test
113.120	015E	Sand dollar ( <i>D. excentricus</i> )	EPA 600/R-95/136, Development Test

As of 9/2/2015, this list supersedes all previous lists for this certificate number.  
Customers: Please verify the current accreditation standing with the State.

Page 1 of 2

113.120	017D	Purple sea urchin ( <i>S. purpuratus</i> )	EPA 600/R-95/136, Fertilization Test
113.120	017E	Purple sea urchin ( <i>S. purpuratus</i> )	EPA 600/R-95/136, Development Test
113.120	019	Mussels ( <i>Mytilus</i> spp.)	EPA 600/R-95/136
113.120	022	Giant kelp ( <i>M. pyrifera</i> )	EPA 600/R-95/136
113.120	023	Red abalone ( <i>H. rufescens</i> )	EPA 600/R-95/136
113.141	025	Diatom ( <i>T. pseudonana</i> )	ASTM E1218-04
113.160	026	Amphipod ( <i>H. azteca</i> )	EPA 600/R-99/064, EPA 100.1
113.170	027	Midge ( <i>C. tentans</i> )	EPA 600/R-99/064, EPA 100.2
113.180	028	Oligochaete ( <i>L. variegatus</i> )	EPA 600/R-99/064, EPA 100.3
113.190	026	Amphipod ( <i>H. azteca</i> )	EPA 600/R-99/064, EPA 100.4
113.200	027	Midge ( <i>C. tentans</i> )	EPA 600/R-99/064, EPA 100.5
113.210	029	Amphipod ( <i>A. abdita</i> )	EPA 600/R-94/025, EPA 100.4
113.210	030	Amphipod ( <i>E. estuarii</i> )	EPA 600/R-94/025, EPA 100.4
113.210	031	Amphipod ( <i>L. plumulosus</i> )	EPA 600/R-94/025, EPA 100.4
113.210	032	Amphipod ( <i>R. abronius</i> )	EPA 600/R-94/025, EPA 100.4

**Field of Testing: 119 - Toxicity Bioassay of Hazardous Waste**

119.010	001	Fathead Minnow ( <i>P. promelas</i> )	Poisini & Miller (CDEG 1998)
119.010	003	Rainbow trout ( <i>O. mykiss</i> )	Poisini & Miller (CDEG 1998)

**Attachment E**

**2015 NELAP Audit Report**



# **Oregon**

## **Environmental Laboratory Accreditation Program**

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NELAP Recognized

**Department of Agriculture, Laboratory Services Division**  
**Department of Environmental Quality, Laboratory and Environmental Assessment Division**  
**Oregon State Public Health Laboratory**

Oregon State Public Health Laboratory  
3150 NW 229<sup>th</sup> Ave, Suite 100  
Hillsboro, OR 97124  
(503) 693-4122  
FAX (503) 693-5602

## **Pacific EcoRisk**

### **4043**

**On-Site Assessment Final Report**  
**Assessment Date: January 22, 2015**  
**Report Date: January 30, 2015**

**Assessment Team:**  
Gary K Ward

Oregon DHS



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## Introduction

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ORELAP, in accordance to the NELAP standards, must conduct a comprehensive on-site assessment of each laboratory prior to granting initial accreditation. In addition, an on-site assessment of each accredited laboratory must be completed at least every two years. Assessments for cause may be conducted more frequently as determined necessary by the accrediting authority.

This report is divided up into the following sections:

- 1. Objective-** Describes the objective of the on-site assessment.
- 2. Summary -** Presents an executive summary of the on-site assessment.
- 3. Deficiencies Requiring Immediate Attention -** Presents a list of deficiencies observed during the on-site or in review of documentation. These deficiencies are judged to affect data quality and must be addressed prior to accreditation. Any updated procedures, policies, SOPs, or other missing or updated documentation must be submitted to ORELAP prior to accreditation.
- 4. Deficiencies To Be Addressed In The Corrective Action Plan -** Presents a list of deficiencies observed during the on-site or in review of documentation. These deficiencies are judged not to affect data quality directly and may be addressed in the corrective action plan. The plan must include the action that the laboratory will implement to correct each deficiency and the time period required to accomplish that corrective action.
- 5. Recommendations -** Presents comments and recommendations aimed at helping the laboratory improve. No action is required on information in this section

Cited deficiencies are listed with the on-site assessment question number, the actual standard reference, and the question from the on-site assessment checklist. These references appear in an italic font. The actual standard may be found at [http://www.NELAC-institute.org/standards.php#pab1\\_1](http://www.NELAC-institute.org/standards.php#pab1_1). The assessor's finding of nonconformance to the NELAP standard follows in a blue font.

In response to this on-site assessment report, the laboratory must submit a report to ORELAP called a "Corrective Action Plan", which describes the laboratory's plan to correct each cited deficiency. The ORELAP assessment team will review the Corrective Action Plan and determine whether it adequately addresses cited deficiencies.

The Corrective Action Plan and evidence of compliance in response to deficiencies requiring immediate attention must be submitted to the ORELAP administrator, in writing, within 30 calendar days from the receipt of the On-site Assessment Report. Failure to respond in this time frame may result in denial or revocation of accreditation, in part or total.

Any response should be sent to [Gary.K.Ward@state.or.us](mailto:Gary.K.Ward@state.or.us) or the following address:

Oregon State Public Health Laboratory  
3150 NW 229th Ave., Suite 100  
Hillsboro, OR 97124  
Attn: ORELAP administrator

## Introduction

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An electronic form containing the citations listed below will be emailed to you. ORELAP requests that you use this form as your formal Corrective Action Plan although you must address each deficiency listed in this report. The laboratory should note any omissions or additions to the electronic form with respect to this report. If you do not receive the email or would like the form in a different format (Word document, Excel Spreadsheet, etc.), please contact the lead ORELAP assessor.

When responding to this report, please address each of the following:

1. Respond to each and every deficiency cited in the order in which they occur, by topic heading and question number. The electronic form should be provided concurrently with this report. The electronic form lists each deficiency in a table format with room for the laboratory to insert its response.
2. In addition to submitting a completed corrective action form, provide evidence of the correction whenever possible and reference it in the electronic form. If a document is to be revised, submit a copy of the revision, clearly indicating the changes made in response to the cited deficiency. If an item needs to be purchased, submit a copy of the purchase receipt. If a procedure needs to be performed, submit a copy of the log or bench sheet where the procedure was documented.
3. If the collection of evidence showing compliance to the standard will take more than 30 calendar days, please indicate this in the electronic form with a deadline for completion. ORELAP will anticipate receiving a copy of the correction at the end of the deadline.
4. Please enter all plans for corrections in the corrective action electronic form and submit it within the 30 day time window, but please do not send required Corrective Action Plan documents until all are completed at your deadline.
5. Meet all deadlines.
6. The electronic corrective action form and all other documents must be submitted to the ORELAP administrator via email or by mailing a CD.

However, all findings were recommendations and as such this document serves as the Final Assessment Report and there is no requirement for a Corrective Action Plan..

## Objective

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The on-site assessment is an integral and requisite part of the NELAP laboratory accreditation program and is one of the primary means of determining a laboratory's capabilities and qualifications. During the on-site assessment, the assessment team collects and evaluates information and makes observations which are used to judge the laboratory's conformance to the established accreditation standards.

The responsibility for promulgating and enforcing occupational safety and health standards rests with the US Department of Labor. The laboratory is also responsible for meeting all local and Federal hazardous waste requirements. While it is not within the scope of the assessment team to evaluate health and safety regulations or potential hazardous waste violations, the assessment team is required to report these to the appropriate laboratory official and when deemed necessary, forward any potential violations to the appropriate authority. The accreditation on-site assessment is not intended to certify that the laboratory is in compliance with any applicable health and safety or hazardous waste regulations or requirements.

The following areas have been evaluated to determine the laboratory's compliance with the NELAP standards:

- \* Organization and management
- \* Quality System - establishment, assessments, essential quality controls and data verification
- \* Personnel
- \* Physical facilities - accommodation and environment
- \* Equipment and reference materials
- \* Measurement traceability and calibration
- \* Test methods and standard operating procedures (SOPs)
- \* Sample handling, sample acceptance policy and sample receipt
- \* Records
- \* Laboratory report format and contents
- \* Subcontracting of samples
- \* Outside support services and supplies
- \* Dealing with complaints

Receiving or maintaining accreditation requires that the laboratory meet the standards as presented, implement all corrective actions, pay all fees, and participate in the proficiency testing program as outlined in the NELAP standards.

## Summary

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We would like to thank the management and staff for their hospitality, openness, and honesty during the on-site assessment conducted at Pacific EcoRisk located in Fairfield, CA on 1/22/15. The on-site assessment was conducted to fulfill the NELAP requirement following a new application.

The assessment team included:

Gary Ward, lead assessor and technical expert.

Each assessor has signed a "Conflict of Interest Attestation" form to assert their impartial evaluation of the laboratory's compliance to the NELAP standards.

Attending the opening conference on 1/19/15 included:

Gary Ward

Stephen Clark

Robert Schaadt

Attending the closing conference on 1/22/15 included:

Gary Ward

Stephen Clark

Robert Schaadt

During the opening and/or closing conference you completed ORELAP's "NELAP Assessment Confidentiality Notice" form. No ORELAP assessor requested copies of documents or records for which you wished to declare as confidential. You were also provided an "ORELAP Assessment Appraisal Form" and the assessment team would like to encourage you to complete it and forward it onto the ORELAP administrator.

**Deficiencies Requiring Immediate Attention**

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There are no deficiencies requiring immediate corrective action.



**Deficiencies To Be Addressed In The Corrective Action Plan**

There are no deficiencies to address only in a corrective action plan.

## Recommendations

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### QA - Quality Systems

#### Method(s): QA

171 Reference: 5.4.12.1.4

*Does the laboratory have procedures to protect and back-up records stored electronically and to prevent unauthorized access to or amendment of records stored electronically?*

Recommend off-site backup storage.

177 Reference: 5.4.12.1.5.d

*Are all changes to records signed or initialed by responsible staff?*

Some instances of correction not single line thru, initial, dated.

Recommend refresher training on making data corrections.

209 Reference: 5.4.12.2.5.3.a-n

*Do analytical records include the following essential information associated with an analysis, such as strip charts, tabular printouts, computer data files, analytical notebooks, and run logs*

\_\_\_ *Laboratory sample ID code?*

\_\_\_ *Date of analysis and time of analysis is required if the holding time is 72 hours or less or when time critical steps are included in the analysis, e.g., extractions, and incubations?*

\_\_\_ *Instrumentation identification and instrument operating conditions/parameters (or reference to such data)?*

\_\_\_ *Analysis type?*

\_\_\_ *All manual calculations, e.g., manual integrations? and,*

\_\_\_ *Analyst's or operator's initials/signature?*

\_\_\_ *Sample preparation including cleanup, separation protocols, incubation periods or subculture, ID codes, volumes, weights, instrument printouts, meter readings, calculations, reagents?*

\_\_\_ *Sample analysis?*

\_\_\_ *Standard and reagent origin, receipt, preparation, and use?*

\_\_\_ *Calibration criteria, frequency and acceptance criteria?*

\_\_\_ *Data and statistical calculations, review, confirmation, interpretation, assessment, and reporting conventions?*

\_\_\_ *Quality control protocols and assessment?*

\_\_\_ *Electronic data security, software documentation and verification, software and hardware audits, backups, and records of any changes to automated data entries?*

\_\_\_ *Method performance criteria including expected quality control requirements?*

Recommend recording Instrument ID for support equipment used to make measurements at login, ie. DO, pH, Cond,

559 Reference: Appendix D

*Are quality control acceptance criteria used to determine the validity of the data?*

Recommend putting acceptability window on data sheets (weights, DO, etc)

**Attachment F**

**Proof of Existing Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**10/14/2014**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>ISU INS SERV - BC ENV BROKERAGE</b> <b>1037 Suncast Ln Ste 103</b> <b>El Dorado Hills, CA 95762</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext): (916) 939-1080</b> <b>FAX (A/C No.): (916) 939-1085</b> <b>E-MAIL:</b> <b>ADDRESS:</b>		
<b>INSURED</b> <b>PACIFIC ECO RISK INC.</b> <b>2250 CORDELIA RD.</b> <b>FAIRFIELD, CA 94553</b>		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
		<b>INSURER A: WESTCHESTER SURP LINES INS CO.</b>		<b>10172</b>
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			<b>G27517079 001</b>	<b>10/13/14</b>	<b>10/13/16</b>	EACH OCCURRENCE \$ <b>2,000,000</b>
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b>				
			MED EXP (Any one person) \$ <b>10,000</b>				
			PERSONAL & ADV INJURY \$ <b>2,000,000</b>				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b> <input type="checkbox"/> <b>N/A</b>					BODILY INJURY (Per accident) \$
<b>A</b>	<b>PROFESSIONAL LIAB.</b> <b>CONT. POLL. LIAB.</b> <b>(CLAIMS MADE)</b>			<b>G27517079 001</b> <b>PL RETRO 10/24/96</b> <b>CPL RETRO 10/13/05</b>	<b>10/13/14</b>	<b>10/13/16</b>	PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							\$2,000,000 OCCURRENCE
							\$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: ALL OPERATIONS**

**THE CITY OF MERCED, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS HAVE BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY. (BLANKET ENDORSEMENTS ATTACHED)**

**CERTIFICATE HOLDER**

**CANCELLATION**

**CITY OF MERCED**  
**ATTN: SHERRI OLEA**  
**ENVIRONMENTAL CONTROL DIVISION**  
**678 W. 18TH STREET**  
**MERCED, CA 95340**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Matthew C Waller*

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# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 9/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines - (707) 769-2900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 1039 N. McDowell Blvd. Petaluma, CA 94954-1173	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:														
<b>INSURED</b> Pacific EcoRisk, Inc. 2250 Cordelia Road Fairfield CA 94534	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co of America	25674	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER: 9602522**      **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA1F028575CAG15	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y    N/A	UB1F03091515	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CA T3 53 06 09, WC 99 03 76 A-001 RE: All Operations

The City of Merced, its officers, officials, agents, employees and volunteers are included as additional insured under the auto liability per attached endorsement form referenced above. Waiver of Subrogation under the workers' compensation coverage per endorsement listed above.

**CERTIFICATE HOLDER**
**CANCELLATION**

City of Merced, Environmental Control DIV  
 678 W 18th St.  
 Merced, CA 95340

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Attachment G**

**Certification of Good Faith**



**(This form must be returned with bid)**

**CITY OF MERCED  
PROJECT NUMBER**

**PROJECT NAME**

**CERTIFICATION OF GOOD FAITH EFFORT**

Bidders are required to initial the underlined space provided to the left of each applicable provision if the bidder achieved compliance and submit this certification checklist with the bid to the Office of the Purchasing Agent, at 2525 "O" Street, Merced, California 95340. Failure to submit the required checklist with the bid will render the bid non-responsive.

1. \_\_\_\_\_ The bidder is a certified Local Business Enterprise and is therefore automatically qualified for 100% credit. No other portions of this Certification of Good Faith Effort form (except date, signature and contractor name) are required to be filled out and detailed documentation is not required

**(If item 1 above is not checked, please proceed)**

2. \_\_\_\_\_ The bidder is not a Local Business Enterprise. The bidder hereby certifies that his actual LBE participation, estimated at \_\_\_\_\_%, exceeds the goal listed in the Notice Inviting Bids. No other portions of this Certification of Good Faith Effort form (except date, signature and contractor name) are required to be filled out. Within two days after bid opening, only item 7 of the detailed Good Faith Effort Documentation, listing LBEs who will be subcontractors on this project, is required if bidder is the low bidder. (If the bidder has checked this item and after the bids are opened, it is determined that the bidder has not actually met the goal, the bidder must submit a new certification form completely documenting the bidder has made a good faith effort as required below.)

**(If item 1 or 2 in not checked, you must complete the remainder of this form)**

3.      The bidder has made a good faith effort to obtain sub-bid participation by LBEs which could reasonably be expected to produce a level of participation by LBEs as called for in the Notice Inviting Bids.

4. le The bidder has identified and selected specific work items in the project to be performed by subbidder/subcontractors in order to provide an opportunity for participation by LBEs. Upon making this determination, the bidder subdivided the total contract work requirements into smaller portions or quantities to permit maximum active participation of LBEs. If the bidder's total identified opportunities for subcontracting are less than the requested participation, this shall not disqualify the bid. However, bidder must make a good faith effort on all identified subcontracting.
5. le The bidder has documented efforts to follow-up initial solicitations of sub-bid interest by contacting the affected business enterprises to determine with certainty whether said enterprises were interested in performing specific portions of the project work.
6. le The bidder has negotiated in good faith with interested LBEs and did not unjustifiably reject as unsatisfactory bids or proposals prepared by any enterprise, as determined by the City. As documentation due after the bid, the bidder must submit a list of all sub-bidders for each item of work solicited, including dollar amounts of potential work for LBEs.
7. le The bidder estimates that his total LBE participation will be 0 %. (Actual amount to be provided with detailed documentation due after bid).

#### CERTIFICATION

I have used this checklist and certify that positive steps were taken and documented to ensure that all available LBEs have had an equal opportunity to compete for and participate in this project. I am submitting this Certification of Good Faith Effort checklist herewith as evidence of the "Good Faith Effort" made. I understand that if I am the low bidder I am required to submit detailed documentation (unless I am a certified LBE or only the list of LBE's if I have met the goal) by 5:00 P.M. within two working days after the day of the bid opening or if my bid is to be considered for award, I am required to submit detailed documentation by 5:00 P.M. within two working days after receiving the request from the Engineering Department. I understand that if my documentation does not demonstrate that I have complied with the requirements of the "Good Faith Effort Outreach Program" as required by these bid specifications or if I do not submit adequate documentation, that my bid will be deemed non-responsive by the City.

3/10/11  
Date

[Signature]  
Officer's Signature

Pacific Ecology  
Firm Name:

Stephen L. Clark  
Officer's Name and Title (Type or Print)  
Vice President

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and Pacific EcoRisk, Inc., a California Corporation, whose address of record is 2250 Cordelia Road, Fairfield, California 94534 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to obtain bioassay laboratory services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide laboratory 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 laboratory 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 Director of Public Works or his 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 "B" 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. **RESERVED.**

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 "C" 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 "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Twenty-Eight Thousand Six Hundred Sixty Dollars (\$28,660.00) per year for a total not to exceed sum of Eighty-Five Thousand Nine Hundred Eighty Dollars (\$85,980.00) for all three (3) years of the Agreement.

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. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, 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 Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and 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, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. 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. 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

21. **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: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kelly Fincher 5/12/16  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

CONSULTANT  
PACIFIC ECORISK, INC.,  
A California Corporation

BY:   
(Signature)

Richard S. Ogle  
(Typed Name)

Its: CEO  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

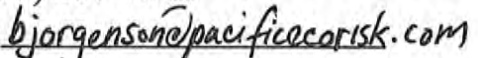
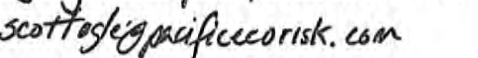
Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. 68-0482693

ADDRESS: 2250 Cordelia Road  
Fairfield, CA 94534

TELEPHONE: (707) 207-7760

FAX: (707) 207-7916

E-MAIL:   




## Professional Services Agreement Bioassay

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**SCOPE OF SERVICES**

The City of Merced Wastewater Treatment Facility is requesting proposals for analytical testing and services for Acute and Chronic Three Species Bioassay analyses as required by the State of California Regional Water Quality Control Board NPDES Permit No. CA0079219. The contract start and end dates will be for the term of July, 1 2016 through June 30, 2019. All testing will be performed by laboratories appropriately certified by the State of California Department of Health Services, Environmental Laboratory Accreditation Program (ELAP).

The following is a summary of the analytical requirements:

Twelve (12) NPDES 96-hour static Acute Bioassay samples using larval fathead minnows (*Pimephales promelas*). The methods used in conducting these tests shall follow the guidelines established by the EPA manual "*Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms*". Please see NPDES permit requirements for Acute Bioassay (Attachment A).

Four (4) Three Species Chronic Toxicity tests incorporating a 100% effluent and one control. As required by the SIP all chronic toxicity test shall be conducted with concurrent testing with a reference toxicant and shall be report with the Chronic Toxicity test results. The methods used in conducting these tests shall follow the guidelines established by the EPA manual "*Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms*" (EPA 600/4-91-002, or latest edition). Please see NPDES permit requirements for Three Species Chronic Toxicity (Attachment B).

These Chronic Toxicity Evaluations consists of performing the EPA's freshwater "three species" short-term chronic toxicity tests:

- 96-hour algal continuous growth test with the green algae *Selenastrum capricornutum*;
- three-brood (7-day) survival and reproduction test with the crustacean *Ceriodaphnia dubia*;
- 7-day survival and growth test with the larval fathead minnows (*Pimephales promelas*).

All analytical reports must be reliable and acceptable to appropriate regulatory agencies. Sample results must be received within twenty (20) calendar days. Communicate all test results, toxic or not, to wastewater treatment plant staff as definitive information is available (i.e., typically upon completion of statistical analyses).

The analyzing laboratory is to maintain in full force and effect, at its own cost and expense, insurance coverage as specified in pages 4 and 5 of the standard City contract.

The contracted laboratory, when requested, will provide technical / analytical communication to the California Regional Water Quality Control Board on behalf of the City of Merced.

The contracted laboratory shall provide sample transportation, exercise diligent sample handling, and proper chain of custody protocols to ensure a representative sample arrives at the laboratory.



The contracted laboratory shall provide appropriate sample containers and Chain-of-Custody forms as required in advance of sampling events.

Upon request, the laboratory must develop a TRE (Toxicity Reduction Evaluation) and TIE (Toxicity Identification Evaluation). The laboratory must, if necessary, be capable of performing the appropriate follow-up tests in response to TRE / TIE triggers.

## Professional Services Agreement – Pacific EcoRisk

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**TIME OF PERFORMANCE SCHEDULE**

Consultant shall begin work following authorization and notice to proceed from the City and shall complete testing by June 30, 2019.

Consultant shall log in all samples to meet the twenty (20) calendar days TAT (turnaround time) and shall immediately notify Water Quality Control Division staff if toxicity is observed in any sample.

Consultant shall perform the required analyses according to the sampling schedule below:

Service:	96-hour Acute Bioassay test w/larval fathead minnows
Method:	EPA - Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms
Frequency:	1 @ month
Number of Samples:	Twelve (12)

Service:	"Three Species" Chronic Toxicity test
Method:	EPA - Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms (EPA 600/4-91-002, or latest edition)
Frequency:	Quarterly
Number of Samples:	four (4)

## Professional Services Agreement

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**FEE SCHEDULE****Cost Detail**

Pacific EcoRisk Laboratory See Attached 2016 Quote	\$28,660.00
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**Cost Summary**

<u>Fiscal Year</u>	<u>Total</u>
2016/2017	\$28,660.00
2017/2018	\$28,660.00
2018/2019	\$28,660.00
Total:	<u>\$85,980.00</u>



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item: H.15.**

Meeting Date: 6/6/2016

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**Report Prepared by:** Lorraine M. Carrasquillo, Public Works Supervisor- Water Quality Control Division

**SUBJECT:** Municipal Separate Storm Water Sewer System (MS4) Enforcement Response Plan

### REPORT IN BRIEF

Request to adopt the MS4 Enforcement Response Plan.

### RECOMMENDATION

**City Council** - Adopt a motion adopting **Resolution 2016-19**, a Resolution of the City Council for the City of Merced, California, adopting a municipal separate storm sewer system enforcement response plan.

### ALTERNATIVES

1. Approve, as recommended by Staff; or,
2. Approve, subject to modifications as conditioned by Council; or,
3. Deny; or,
4. Refer to Staff for reconsideration of specific items; or,
5. Continue to a future meeting.

### AUTHORITY

Title 15 of the Merced Municipal Code Division III Storm Water System

### CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Proposed Budget.

### DISCUSSION

The City of Merced is subject to the State Water Resources Control Board's (SWRCB) National Pollution Discharge Elimination System (NPDES) Water Quality Order No. 2013-0001-DWQ for Small Municipal Separate Storm Sewer Systems Phase II Permit (Phase II MS4 Permit). As a result, the City is required to develop and implement an Enforcement Response Plan (ERP). The ERP is to address storm water and non-storm water discharges with pollution potential.

The City's objective is to maintain compliance with the Phase II MS4 Permit; it is not the City's intent or desire to pursue punitive enforcement action when compliance is more readily achieved through mutual cooperation and assistance. Nevertheless, it is the City's obligation to investigate and respond to instances of noncompliance. The ERP is intended to assist City personnel in using their own enforcement expertise to develop a flexible and appropriate enforcement response based upon

the particular situation.

**IMPACT ON CITY RESOURCES**

No appropriation of funds is needed.

**ATTACHMENTS**

1. Resolution

**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
ADOPTING A MUNICIPAL SEPARATE STORM  
SEWER SYSTEM ENFORCEMENT RESPONSE  
PLAN**

THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY  
RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. In accordance with Title 15 – Public Service, Division III – Storm Water System, Chapter 15.50, Storm Water Management and Discharge Control of the Merced Municipal Code, the Municipal Separate Storm Sewer System Enforcement Response Plan attached hereto as Exhibit “A” is hereby adopted.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor



ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Kelly Fincher 5/11/16  
City Attorney      Date

# Municipal Separate Storm Sewer System (MS4): Enforcement Response Plan (ERP)



CITY OF MERCED

June 2016



## **CONTENTS**

### **Introduction**

### **Chapter 1 – Responsible Personnel**

### **Chapter 2 – Procedures to Evaluate Non-compliance**

### **Chapter 3 – Enforcement Tools**

### **Appendix A – Acronyms and Definitions**



## INTRODUCTION

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### GENERAL INFORMATION

#### OVERVIEW

On February 5, 2013, United States Environmental Protection Agency (USEPA) adopted Phase II storm water regulations under authority of the Clean Water Act section 402(p)(6). The City of Merced is subject to the State Water Resources Control Board's (SWRCB) National Pollution Discharge Elimination System (NPDES) Water Quality Order NO. 2013-0001-DWQ for Small Municipal Separate Storm Sewer Systems (Phase II MS4 Permit). As a result the City is required to develop and implement an Enforcement Response Plan (ERP). The ERP is to address storm water and non-storm water discharges with pollution potential.

USEPA requires the City to identify all violations, respond accordingly and to follow-up these violations with escalated enforcement if needed. The City's objective is to maintain compliance with the Phase II MS4 Permit; it is not the City's intent or desire to pursue punitive enforcement action when compliance is more readily achieved through mutual cooperation and assistance. Nevertheless, it is the City's obligation to investigate and respond to instances of noncompliance.

The City's Storm Water ERP is intended to assist City personnel in using their own enforcement expertise to develop a flexible and appropriate enforcement response based upon the particular situation.

#### PURPOSE

The purpose of this document is to formally establish consistency with the City of Merced's enforcement procedures and follow up actions for non-compliance with the City's Storm Water Ordinance (§15.50) The ERP is to:

- a) Reduce the potential impact(s) of pollution from urban areas in waters of the State and waters of the United States (U.S.) and protect their beneficial uses; and;
- b) Develop and implement an effective stormwater program that is well-understood and broadly supported by stakeholders and to protect employees, residents, and the environment. The City must ensure compliance of Regional Water Quality Control Board (RWQCB) orders, and City ordinances.

The ERP outlines in a step-by-step fashion the procedures to be followed by the City to identify, document, and respond to storm water violations. The ERP provides guidance in selecting the initial and follow-up enforcement actions, clearly states staff responsibilities for these enforcement actions, and specifies appropriate timeframes for the various enforcement steps to occur. Most importantly, the ERP specifies criteria by which the City can determine the enforcement action most appropriate to the nature of the violation.





## INTRODUCTION

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### ELEMENTS OF AN ENFORCEMENT RESPONSE PLAN

According to USEPA, a comprehensive and effective enforcement response plan must:

- Describe how the City will investigate instances of non-compliance.
- Describe the types of escalated enforcement actions that the City will utilize in response to all anticipated types of violations and the time periods for which the City will initiate and follow-up with these actions.
- Demonstrate the City's primary responsibility to enforce all applicable Phase II MS4 Permit requirements.

In addition, the plan must contain:

- Criteria for scheduling periodic inspections.
- Forms and guidelines for documenting compliance data in a manner which will enable the information to be used in administrative and judicial enforcement actions.
- Systems to track due dates for general compliance status and pending enforcement actions.
- Criteria and procedures by which responsible personnel can select and initiate an appropriate enforcement response from among those provided within the plan.

### LEGAL AUTHORITY

#### **Federal Clean Water Act of 1972**

Pursuant to federal regulation, Title 40 of the Code of Federal Regulations (40 CFR) [Storm Water Discharges §122.26 Program Requirements: Development and Implementation]

"Shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques and system, design and engineering methods, and such other provisions as the Administrator or the State determines appropriate for the control of such pollutants CWA Section 402(p)(3)(B)(iii)."

#### **California Water Code (Porter Cologne)**

California Regional Water Quality Control Board - Central Valley Region – Storm Water Discharge from Small Municipal Separate Storm Sewer Systems (MS4s)  
Requirements for the City of Merced Order No. 2013-0001-DWQ.

#### **Storm Water Requirements**

The permittee shall implement its approved Storm Water Program, which shall be an enforceable condition of this Order. If the permittee fails to perform the Storm Water functions, the Regional Water Board, the State Water Board or the USEPA may take enforcement actions against the permittee as authorized by the Clean Water Act (CWA).



## INTRODUCTION

The permittee shall enforce the Storm Water Standards promulgated under Sections 402(p)(3)(B)(iii) of the CWA. The Storm Water functions are required by Order No. 2013-0001-DWQ including, but not limited to:

- a) Adopting the legal authority required;
- b) Enforcing the CWA Storm Water Section 402(p)(3)(B)(iii);
- c) Implementing procedures to ensure compliance as required;
- d) Providing funding and personnel for implementation and enforcement of the Storm Water program as required.

### **Merced Municipal Code**

Title 15 of Merced Municipal Code, Chapter 15.50, Storm Water Management and Discharge Control, and Chapter 15.50.150 Enforcement Authority:

Division III. - Storm Water System

### Chapter 15.50 - STORM WATER MANAGEMENT AND DISCHARGE CONTROL

- 15.50.010 - Title.
- 15.50.020 - Purpose and intent.
- 15.50.030 - Definitions.
- 15.50.040 - Conflicts with other laws.
- 15.50.050 - Discharge of non-storm water prohibited.
- 15.50.060 - Exceptions to discharge prohibition.
- 15.50.070 - Reserved.
- 15.50.080 - Discharge in violation of permit.
- 15.50.090 - Illicit connections prohibited.
- 15.50.100 - Concealment and abetting.
- 15.50.110 - Acts potentially resulting in violation of Federal Clean Water Act and/or Porter-Cologne Act.
- 15.50.120 - Reduction of pollutants in storm water.
- 15.50.130 - Containment and notification of spills.
- 15.50.140 - Inspection authority.
- 15.50.150 - Enforcement authority.
- 15.50.160 - Administrative citation.
- 15.50.165 - Emergency orders and abatements.
- 15.50.170 - Appeals.
- 15.50.175 - Enforcement costs recovery.
- 15.50.180 - Civil action.
- 15.50.185 - Violations.
- 15.50.190 - Remedies not exclusive.
- 15.50.200 - Disclaimer of liability.
- 15.50.210 - City of Merced authority.
- 15.50.220 - Judicial review.





## CHAPTER 1 – RESPONSIBLE PERSONNEL

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### ENFORCEMENT RESPONSE - RESPONSIBLE PERSONNEL

The City has specific personnel positions that participate in the implementation of the City's Storm Water Management Program. The following is a listing and description of those positions.

**Qualified Storm Water Pollution Prevention Practitioner (QSP)** - an individual assigned responsibility for the implementation of all elements of the Storm Water Pollution Prevention Plan (SWPPP). To ensure that the preparation and implementation of the SWPPP is sufficient for effective pollution prevention, Section VII of the Construction General Permit (CGP).

**Qualified Industrial Storm Water Practitioner (QISP)** – is a person (either the Discharger or a person designated by the Discharger) who has completed a State Water Board-sponsored or approved QISP training course, and has registered as a QISP via SMARTS.

**Environmental Control Inspector (ECI)** – performs storm water compliance inspections and sampling. Prepares samples for analysis by a contracted laboratory or coordinates chemical analyses of samples in the City's wastewater laboratory. This position serves as the primary contact for the storm water program and the City regarding MS4 Phase II Storm Water requirements.

**Director of Public Works (DPW)** – has overall responsibility within the City for water and sewer utility operations, including compliance with all federal, state, and local regulations. The DPW possesses overall responsibility for administration of all storm water enforcement response actions.

**Public Works Water Quality Manager (WQM)** – responsible for the operation of the City of Merced's Waste Water Treatment Facility (WWTF), as well as oversight of the City's Pretreatment Program to ensure compliance with all federal and state regulations.

**Chief Building Official (CBO)** – responsible for the monitoring of construction activities related to residential, commercial, or industrial development, including any construction project, regardless the size, creating soil disturbances or activities encroaching to storm water. The CBO has the authority to issue abatement orders and cease and desist orders.

**Assistant Chief Building Official (ACBO)** -- responsible for assisting the CBO in monitoring of construction activities related to residential, commercial, or industrial development, including any construction project, regardless the size, creating soil

**City Manager (CM)** – has total responsibility of the operations of all City facilities, including but not limited to water and sewer utilities. The CM possesses overall responsibility for the administration of all City Ordinances and enforcement actions.

**City Attorney (CA)** – advises technical and managerial personnel on enforcement matters and orchestrates the judicial responses deemed necessary by the WQM and DPW. The City Attorney's office is consulted on all matters requiring legal interpretation of the Merced Municipal Code, state and federal law, and this ERP.





## **CHAPTER 2 – PROCEDURES TO EVALUATE NON-COMPLIANCE**

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### **IDENTIFYING AND EVALUATING NON-COMPLIANCE**

There are many activities associated with identifying and investigating non-compliance, including several notification mechanisms for identifying spills and illicit discharges. These mechanisms include phone reporting (24-hour reporting line 209.385.6905.), online complaint forms, and field identification by Operations and Maintenance and emergency responders (i.e. Fire Department).

### **ESSENTIAL STEP FOR IDENTIFYING NON-COMPLIANCE**

An essential step for identifying non-compliance is identifying potential pollutant discharges to the City storm drain system, where they are located, and the nature and volume of the potential pollutant discharge. City Department personnel will assist with this task including the Fire Department (Hazardous Materials, Unknown/Unidentifiable Materials and Emergency Response), Public Works Department (Facilities, Refuse, Water, Streets, Parks, and Sewer Utility Applications), and Building Department (Building Permit Applications).

### **NPDES Permit**

The City will set initial storm water compliance inspection frequency at construction sites based on project's threat to water quality and monitor Industrial activities under the City of Merced's Airport Industrial Storm Water permit.

- Sites that are unable to demonstrate that they have obtained applicable Industrial General Permit (IGP) or Construction General Permit (CGP) coverage will be referred to the Water Board within 30 days of making the non-filer determination.
- The City will refer ongoing violators to the Water Board for those still in non-compliance after the City's progressive enforcement program attempts.

Prior to referral, must have records of communication with the owner or operator including at least two follow-up inspections, two warning letters or notices of violations, and any response from the owner operator.

### **INSPECTION AND SAMPLING**

Inspection and verification sampling of discharges is the method by which the Water Quality staff obtain compliance data. Verification monitoring by the City is a MS4 Phase II Storm Water requirement: and the authority of Municipal Code Section 15.50.140 [Inspection Authority].

Inspection and verification sampling may be a result of:

- Response to known or suspected compliance problems.
- Investigating sources of suspected pollutants discharges.
- Verification of corrective actions required of the non-compliance by the City.

For the purpose of compliance, the City has a daily Storm Drain Preventive Operations & Maintenance program.



## CHAPTER 3 – ENFORCEMENT TOOLS

### ENFORCEMENT TOOLS: TYPICAL ENFORCEMENT ACTIONS

The City has developed formal enforcement procedures to address discharge violations. These procedures provide persons with the opportunity to respond in a timely manner, to correct non-compliant conditions, or to appeal actions or decisions made by the City. Variances from established procedures may occur, depending on the individual case, with approval of the DPWs.

**Table 1 – Enforcement Responses**

Enforcement Response	Authorized Personnel
A. Phone Call	ECI, QSP, QISP
B. Written Warning	ECI, QSP, QISP
C. Informal Meeting	ECI, QSP, QISP
D. Formal Mitigation Meeting	WQM, DPW, CBO, ACBO
E. Notice of Violation	ECI, QSP, QISP
F. Compliance Order with Time Schedule Order	ECI, WQM, CBO, ACBO
G. Administrative Citation (Civil Penalties)	ECI, WQM, DPW,
H. Abate and Desist Order	DPW, CBO, ACBO
I. Withhold Plans, Approvals & Authorization	CBO, ACBO and Planning Department
J. Criminal Penalties	DPW, CA
<b>Reference</b> QSP – Qualified Storm Water Practitioner ECI - Environmental Control Inspector WQM – Water Quality Manager CBO—Chief Building Official QISP- Qualified Industrial Storm Water Practitioner DPW – Director of Public Works CA - City Attorney ACBO—Assistant Chief Building Official	





## CHAPTER 3 – ENFORCEMENT TOOLS

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**Written Warning** is issued by staff either by mail, in person, or electronically. The typical purpose of a Written Warning is to formally document significant incidents and to clarify the required response or corrective action that must be implemented. The written warning shall state the provision(s) violated and the facts alleged to constitute the violation and may include any proposed corrective actions or monitoring to be required. Compliance date for the violation is included in the Written Warning; the compliance time can range from immediate to 30 days depending on the severity of the violation. Staff shall use the best professional judgment in establishing compliance dates. Follow-up inspections shall be used to verify compliance on the due date stated in the inspection report.

**Informal Meeting** is used to bring the violator and the City together to clarify any issue(s) related to the violation, permit, or conditions levied upon said violator by the City. This meeting is for informational purposes only and does not carry any penalties.

**Formal Mitigation Meeting** The purpose of the meeting is for Staff to discuss the violation(s) and the potential consequences for not achieving compliance after the issuance of a Written Warning. This meeting provides an opportunity to educate the person about their violation(s) and affords an opportunity to present potential mitigation options to achieve compliance before a Notice of Violation is issued.

**Notice of Violation (NOV)** is issued for a significant violation and applies when there is evidence of neglect or intent to harm. The NOV documents the type of violation that occurred and directs corrective action. The violator is required to respond in writing, within 30-days, describing the cause of the violation and the corrective actions taken.

### ESCALATED ENFORCEMENT ACTIONS

Almost all cases of non-compliance are corrected by following the routine types of enforcement actions listed above and in the Enforcement Response Plan. In those cases where non-compliance is not corrected, the next step in the escalation of enforcement action is the issuance of an Administrative Order (AO). The types of AOs include, but are not limited to:

- Administrative Citation
- Increase in Monitoring
- Cease and Desist Order
- Permit Revocation
- Termination of Service

All AOs are generated by the DPW, or designee, with the advisement of the CA's Office. If the violator does not comply with the enforcement action, then the CA's office may issue an enforcement action for the AO that was issued. Additionally, he/she may be referred to the District Attorney's Office for criminal prosecution.





## CHAPTER 3 – ENFORCEMENT TOOLS

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For case referrals, the CA is consulted and assists the DPW in developing the referral document. The City's authority to initiate administrative, civil, or criminal enforcement responses are pursuant to 15.50.160, 15.50.180, 15.50.080, 15.50.150 and 15.50.190 of the Merced Municipal Code.

The enforcement official may order the immediate abatement of any discharge from any source to the storm water conveyance system when, in the opinion of the enforcement official, the discharge causes or threatens to cause a condition that presents an imminent danger to the public health, safety, welfare, or environment, or a violation of a NPDES permit. Abatement and cleanup of spills, illicit discharges, or dumping to the storm drainage system must occur within 72 hours of notification; or sooner for high risk spills or discharges. For areas of uncontrolled pollutant sources, abatement must be performed within thirty days of notification. The City will notify the RWQCB within five (5) days when all parties agree that clean-up activities cannot be completed within the original timeframe and the determination has been made that the compliance timeframe needs revision.

In addition to the above, violations of California State Hazardous Waste limits may be referred to the Merced County District Attorney.

### **Administrative Citations**

**(Civil Liability / Administrative Adjudication Merced Municipal Code (15.15.180, 15.50.160, 1.12.020)**

On March 2, 2015, the City Council approved the Administrative Citation Ordinance (Ordinance No. 2439), which establishes a procedure that provides an additional civil legal remedy that allows for Merced Municipal Code violations to be processed in a civil manner, thereby providing a quick and efficient code enforcement process and avoiding the necessity of a criminal prosecution. The Ordinance provides an effective tool in dealing with any violations of the City Code. Whenever an Enforcement Officer, charged with the enforcement of any provision of the Merced Municipal Code, determines that a violation of that provision occurred, the Enforcement Officer shall have the authority to issue an Administrative Citation to any person responsible for the violation.

Whenever an Enforcement Officer, charged with the enforcement of any provision of the Merced Municipal Code, determines that a violation of that provision occurred, the Enforcement Officer shall have the authority to issue an Administrative Citation to any person responsible for the violation.

If the responsible party fails to correct the violation(s), subsequent Administrative Citations may be issued for the same violation(s). The amount of the fine(s) shall increase at a rate specified in Title 1.12.020 of the Merced Municipal Code.





## CHAPTER 3 – ENFORCEMENT TOOLS

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- A. Misdemeanors. Unless otherwise provided, any person convicted of a misdemeanor under the provisions of this code shall be punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment in the county jail of Merced County for a period not exceeding one (1) year, or by both such fine and imprisonment.
- B. Infraction. Unless otherwise provided, any person convicted of an infraction under the provisions of this code shall be punishable for a first conviction by a fine of not more than one hundred fifty dollars (\$150.00), for a second conviction within a period of one (1) year by a fine of not more than three hundred dollars (\$300.00), and for a third or any subsequent conviction within a period of one (1) year, by a fine of not more than five hundred dollars (\$500.00).
- C. Infraction as Misdemeanor. Any offense which would otherwise be an infraction is a misdemeanor if a defendant has been convicted of three (3) or more of the same violations of this code within a one-year (1) period immediately preceding the commission of the offense and such prior convictions are alleged in the accusatory pleading. For this purpose, a bail forfeiture shall be deemed to be a conviction of the offense charged.

Payment of the fine(s) shall not excuse the failure to correct the violation(s) nor shall it bar further enforcement action by the City. All fine(s) assessed shall be payable to the City unless otherwise directed on the citation. An Administrative Citation may be issued for multiple violations. Each violation constitutes a separate offense for which a separate penalty may be imposed. The aggregate amount of penalties imposed for each violation cited will be set forth on the Administrative Citation.

### **Increase in Monitoring**

The City will set initial storm water compliance inspections at construction sites, and daily observations of industrial activities at City of Merced Municipal Airport. Failure to comply with NOV's, will increase the frequency of inspections to verify that the violation has been corrected.

### **Termination of Service**

An abatement order to suspend actual discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or to the environment, or causes the City to violate any condition of its Phase II MS4 Permit may be immediately issued. If failure to comply voluntarily with the suspension order, the DPW, CA, CBO, and ACBO shall take such steps as deemed necessary to prevent or minimize the endangerment to any person or the environment. All costs shall be paid by the violator.





## CHAPTER 3 – ENFORCEMENT TOOLS

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### **Criminal Liability**

Pursuant to Merced Municipal Code Section 15.50.050, it shall be unlawful for any person to intentionally or negligently fail to comply with or violate any provisions of this chapter conditions as set forth in this chapter or any provision of federal or state law which governs discharges.

Any person which willfully or knowingly violates any provision of this Chapter, or any orders or permits issued hereunder shall, upon conviction, be guilty of a misdemeanor, punishable by a fine not to exceed one thousand dollars (\$1,000) or imprisonment for not more than three (3) years, or both, per violation per day. This penalty shall be consistent with the Federal Clean Water Act, 33 U.S.C. 1251, *et. Seq.* and amendments thereto, and shall apply to the exclusion of any other more lenient provision in the Merced Municipal Code. A Person shall be guilty of a separate violation for each day a violation of any provision of the Merced Municipal Code Waste Discharge Permit is committed or continued by such person.

Any person that willfully or knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant to Merced Municipal Code or the Discharge Permit, or which falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required by the Merced Municipal Code or the Discharge Permit shall, upon conviction, be guilty of a misdemeanor punishable by a fine of not more than one thousand dollars (1,000) per violation per day or imprisonment for not more than six (6) months, or both, per violation per day.

This penalty shall be consistent with the Federal Clean Water Act, 33 U.S.C. 1251, *et seq* and amendments thereto, and shall apply to the exclusion of any other more lenient Chapter provision Any person that is discovered having committed violations of the Federal Clean Water Act, 33 U.S.C. 1251, *et seq* may be referred to the United States Environmental Protection Agency – Criminal Investigations Division and the United States Department of Justice for investigation and criminal prosecution.

### **Appeals**

Any person, permit applicant, or permit holder may appeal any decision made by the City pursuant to 15.50.170 of the Merced Municipal Code.



## APPENDIX A – ACRONYMS & DEFINITIONS

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AO Administrative Order  
CFR Code of Federal Regulations  
CWA Clean Water Act  
NPDES National Pollutant Discharge Elimination System

### DEFINITIONS

**Administrative Citation:** Enforcement action that assesses monetary penalties for non-compliance.

**Administrative Order (AO):** Enforcement document that directs a Person to undertake or to cease specified activities. An Administrative Order may incorporate compliance schedules, time frames, administrative penalties, and termination of service orders.

**Finding of Non-compliance:** A written notice instructing a Person to identify and correct causes of non-compliance.

**Consent Order:** Documents non-compliance and includes actions required to be accomplished by specific dates. Consent orders are developed during Compliance Meetings and both parties agree to terms.

**Compliance Order:** Directs a violator to achieve or restore compliance by a date specified in the order. A compliance order is often a stipulated agreement that may include a Compliance Schedule, the payment of monetary penalties, or cost recovery for and the imposition of fines when milestones are not met.

**Cease and Desist Order:** Directs a violator to cease illegal or unauthorized discharges immediately or to terminate discharge altogether.

**Civil Action:** An order, hearing, or other action by the presiding court. Such orders may include penalties.

**Compliance Inspection:** An inspection to determine compliance status and to identify practices, which may lead to non-compliance. Compliance inspections are not normally scheduled.

**Compliance Meeting:** A meeting between the City and violator to discuss the causes of non-compliance, corrective actions to achieve compliance, and time frame for implementing corrective actions.





## APPENDIX A – ACRONYMS & DEFINITIONS

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**Compliance Schedule:** A timetable in which Inspectors will implement corrective actions in order to achieve consistent compliance.

**Control Authority:** The entity directly administering and enforcing Storm Water Standards and Requirements. The City of Merced is the Control Authority for the City of Merced MS4 Phase II Storm Water Permit.

**Criminal Action:** Similar to civil action, but the charges are for criminal neglect that may include fines and or penalties.

**Fines:** Monetary penalties imposed by the court or by the City for violation of regulations.

**Good Faith Effort:** Prompt and vigorous pollution control measures undertaken by any person which show that extraordinary efforts have been made to achieve compliance. Good faith may also be defined as the person's honest intention to remedy its non-compliance coupled with actions, which give support to this intention. (See USEPA's *Guidance for Developing Control Authority Enforcement Response Plans* 4.1.6).

**Notice of Violation (NOV):** An official notice that a violation of discharge regulations has occurred. A written response to the NOV identifying causes of the violation and corrective actions taken to prevent recurring violations is required within thirty days of the mailing date.

**Verbal Warning:** A documented warning communicated orally.  
The violation is usually slight or within the range of analytical error.



ADMINISTRATIVE REPORT

Agenda Item: H.16.

Meeting Date: 6/6/2016

**Report Prepared by:** Dan Arnold, Public Works Manager - Operations

**SUBJECT:** Garbage Truck Rental Agreement Extension and Supplemental Appropriation

**REPORT IN BRIEF**

Approve the original rental agreement, extend a current garbage truck rental agreement for this fiscal year and request a supplemental appropriation from the unappropriated refuse reserve fund 558 in the amount of \$36,000 to extend a rental agreement for an additional five months into the next fiscal budget year.

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Approving original rental agreement and extending the current Big Truck Rental agreement for one more month for this fiscal year; and,
- B. To extend the same Big Truck Rental agreement for an additional five months for the next fiscal year, which will extend through November 30, 2016.
- C. Approving a supplemental appropriation from the unappropriated refuse reserve fund 558 in the amount of \$36,000 to extend a rental agreement for the additional five months into the next fiscal budget year, ending November 30, 2016; and,
- D. Authorizing the City Manager to execute the necessary documents.

**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; or,
- 5. Continue to a future meeting (date and time to be specified in the motion).

**AUTHORITY**

**Article V. - Emergency Purchases**

**3.04.330 - Generally.**



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In the event an emergency arises which requires the immediate purchase of materials, supplies, equipment or contractual services, the city manager may authorize the purchasing supervisor to secure in the open market at the lowest obtainable price, any such materials, supplies, equipment or contractual services, even though the amount thereof exceeds the sum of twenty-five thousand dollars (\$25,000.00). In each such instance the purchasing supervisor shall submit to the city manager, through proper authority, a full written report of the circumstances of such emergency, including a written explanation from the department head requesting the purchase, and a description of the items purchased.

As used in this chapter, an emergency shall be deemed to exist if:

- A. There is a great public calamity; or
- B. There is immediate need to prepare for national or local defense; or
- C. There is a breakdown in machinery or an essential service which requires the immediate purchase of materials, supplies, equipment or contractual services to protect the public health, welfare or safety; or
- D. An essential department operation affecting the public health, welfare or safety would be greatly hampered if the prescribed purchasing procedure would cause an undue delay in procurement of the needed materials, supplies, equipment, or contractual services.

## **CITY COUNCIL PRIORITIES**

N/A

## **DISCUSSION**

The Public Works Solid Waste Division is requesting Council approval to extend the current rental agreement of a 40-cubic-yard front-loading garbage truck from Big Truck Rentals, LLC. The Solid Waste Division currently uses four commercial front-loader garbage trucks to provide refuse and recycling services to our Merced business community. Due to major breakdowns of our one spare front-loading truck, and due to those repairs necessary to bring that truck back into service exceeding threshold expenditures, we no longer have a spare truck. Therefore; if another truck breaks down, then the other operable trucks share the load of completing the daily refuse service for that route. This places extra stress on the existing garbage truck fleet, adds overtime to the other route drivers, and delays normal refuse service to many of our business customers.

The Department has previously rented a front-loading truck from Big Truck Rental, LLC with good success and we are currently renting a front-loading truck again from them, but will exceed the current \$28,000 expenditure threshold to rent this truck for one more month. Therefore, the Solid Waste Division is requesting approval for the additional expenditure of \$7,200 to extend the current rental agreement through the end of this fiscal year and approve a new five-month rental agreement for the next fiscal year in the amount of \$36,000, extending the agreement through November 30, 2016.

A new front-loading garbage truck was ordered on March 10, 2016, but takes six to eight months before we actually receive the new truck. Until then, having no spare front-loading truck could create an emergency situation if we lose more than one front-loading truck due to breakdowns. Therefore; this is an urgent request.

**IMPACT ON CITY RESOURCES**

Through prudent spending of our current fiscal budget, the Solid Waste department can pay for the one-month extension of \$7,200 out of our current operating budget, but will need a supplemental appropriation from the unappropriated refuse reserve fund 558 in the amount of \$36,000 to cover the cost of the five-month rental agreement, which extends to November 30, 2016.

**ATTACHMENTS**

1. Attachment 1 - 1-Month Big Truck Rental Extension
2. Attachment 2 - 5-Month Big Truck Rental Extension
3. Attachment 3 - Big Truck Master Rental Agreement

## BTR SUPPLEMENTAL AGREEMENT



Company Address 5001 W. Lemon St.  
Tampa, FL 33609  
US

Prepared By Mark Rentschlar

Created Date 5/11/2016  
Email mark@bigtruckrental.com  
Quote Number 00004683

## CUSTOMER INFORMATION

Billing Customer City of Merced Public Works Yard

Billing Contact Dan Arnold

Billing Address 1776 Grogan Ave  
Merced CA 95341

Billing Contact Email [arnoldd@cityofmerced.org](mailto:arnoldd@cityofmerced.org)

Billing Contact (209) 385-6944  
Phone

Billing Contact (209) 564-0562  
Mobile

Billing Contact Fax (209) 388-8746

Rental Customer City of Merced Public Works Yard

Shipping Contact Dan Arnold

Shipping Address 1776 Grogan Ave  
Merced CA 95341

Shipping Contact [arnoldd@cityofmerced.org](mailto:arnoldd@cityofmerced.org)  
Email

Shipping Contact (209) 385-6944  
Phone

Shipping Contact (209) 564-0562  
Mobile

Shipping Contact (209) 388-8746  
Fax

## Pricing Details

Asset Number	Quantity	Sales Price	Total Product Price	Transportation Cost	Rental Start Date	Rental End Date
2015018	4.00	\$1,800.00	\$7,200.00	\$0.00	5/19/2016	6/15/2016

## Product Details

Asset Number	Year	Chassis Make	Chassis VIN	Product Family	License Plate	Miles	Hours	Truck Location
2015018	2015	Mack	1M2AV04C7FM012797	FRONT LOADER	B3219V	38,920	2,171	Phoenix, AZ

## RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	\$7,200.00	Total Amount Due	\$7,200.00
Total Security Deposit	\$0.00		
Total Transportation Cost	\$0.00		

## NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Transport is paid returning to Phx, AZ

## RENTAL REMINDERS

**MASTER RENTAL AGREEMENT:** This document supplements the Master Rental Agreement which Customer signed and is subject to all provisions therein.

**INSURANCE:** This Supplemental Rental Agreement utilize the insurance information provided in the Master Rental Agreement. Customer is





required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

**RENTAL RATE:** Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

**MAINTENANCE:** Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

**DAMAGE:** Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

**TIRES:** As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

**FUEL:** Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

**GOVERNMENT:** All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

Note: See Master Rental Agreement (Section 2) for allowance of hours under Rental Term.  
DRIVER'S LICENSE INFORMATION IS MANDATORY FOR RENTAL.

#### CUSTOMER

CUSTOMER NAME: \_\_\_\_\_  
(Company Name)

BY: \_\_\_\_\_  
(Signature)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SS#: \_\_\_\_\_

DRIVER'S LICENSE #: \_\_\_\_\_

DATE: \_\_\_\_\_

TAX ID #: \_\_\_\_\_

STATE: \_\_\_\_\_

\_\_\_\_\_ Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to [btrsales@bigtruckrental.com](mailto:btrsales@bigtruckrental.com) or fax to (813) 261-0821.

#### AUTHORIZED VEHICLE OPERATORS FOR THIS RENTAL VEHICLE

Agent's Name: \_\_\_\_\_ Agent's Name: \_\_\_\_\_



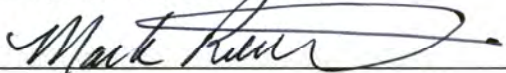
Driver's License #: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

State: \_\_\_\_\_ State: \_\_\_\_\_


Agent's Name: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Authorized Big Truck Rental Representative:

By:   
Name: MARK RENTSCHLER  
Title: Sales Mgr  
Date: 5/19/14

APPROVED AS TO FORM:

 5/24/16  
KENNETH ROZELL  
Senior Deputy City Attorney

Big Truck Rental is not liable for leaving a Vehicle to any of Customer's agents that are not listed above.

300105 PO#:  
FUNDS/ACCOUNTS VERIFIED

FINANCE OFFICE \_\_\_\_\_ DATE \_\_\_\_\_  
Funds Available. WUZ 5/25/16  
558-1112-532-21-00  
\$7,200.00



## BTR SUPPLEMENTAL AGREEMENT



Company Address 5001 W. Lemon St.  
Tampa, FL 33609  
US

Prepared By Mark Rentschlar

Created Date 5/11/2016  
Email mark@bigtruckrental.com  
Quote Number 00004682

## CUSTOMER INFORMATION

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Billing Contact Dan Arnold  
Billing Address 1776 Grogan Ave  
Merced CA 95341

Billing Contact Email [arnoldd@cityofmerced.org](mailto:arnoldd@cityofmerced.org)

Billing Contact (209) 385-6944  
Phone

Billing Contact (209) 564-0562  
Mobile

Billing Contact Fax (209) 388-8746

Rental Customer City of Merced Public Works Yard

Shipping Contact Dan Arnold

Shipping Address 1776 Grogan Ave  
Merced CA 95341

Shipping Contact [arnoldd@cityofmerced.org](mailto:arnoldd@cityofmerced.org)  
Email

Shipping Contact (209) 385-6944  
Phone

Shipping Contact (209) 564-0562  
Mobile

Shipping Contact (209) 388-8746  
Fax

## Pricing Details

Asset Number	Quantity	Sales Price	Total Product Price	Transportation Cost	Rental Start Date	Rental End Date
2015018	20.00	\$1,800.00	\$36,000.00	\$0.00	6/16/2016	11/2/2016

## Product Details

Asset Number	Year	Chassis Make	Chassis VIN	Product Family	License Plate	Miles	Hours	Truck Location
2015018	2015	Mack	1M2AV04C7FM012797	FRONT LOADER	B3219V	38,920	2,171	Phoenix, AZ

## RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	\$36,000.00	Total Amount Due	\$36,000.00
Total Security Deposit	\$0.00		
Total Transportation Cost	\$0.00		

## NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Transport is paid returning to Phoenix, AZ  
Additional rental periods:  
7/14-8/10  
8/11-9/07  
9/08-10/05  
10/06-11/02

## RENTAL REMINDERS



**MASTER RENTAL AGREEMENT:** This document supplements the Master Rental Agreement which Customer signed and is subject to all provisions therein.

**INSURANCE:** This Supplemental Rental Agreement utilize the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

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**MAINTENANCE:** Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

**DAMAGE:** Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

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**GOVERNMENT:** All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

Note: See Master Rental Agreement (Section 2) for allowance of hours under Rental Term.  
DRIVER'S LICENSE INFORMATION IS MANDATORY FOR RENTAL.

#### CUSTOMER

CUSTOMER NAME: \_\_\_\_\_  
(Company Name)

BY: \_\_\_\_\_  
(Signature)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SS#: \_\_\_\_\_

DRIVER'S LICENSE #: \_\_\_\_\_

DATE: \_\_\_\_\_

TAX ID #: \_\_\_\_\_

STATE: \_\_\_\_\_

\_\_\_\_\_ Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to [btrsales@bigtruckrental.com](mailto:btrsales@bigtruckrental.com) or fax to (813) 261-0821.





AUTHORIZED VEHICLE OPERATORS FOR THIS RENTAL VEHICLE

Agent's Name: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

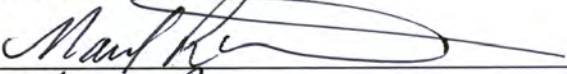
Driver's License #: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

State: \_\_\_\_\_ State: \_\_\_\_\_

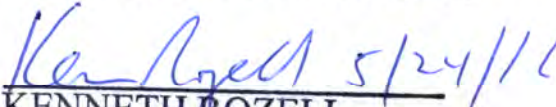
Agent's Name: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Authorized Big Truck Rental Representative:

By:   
Name: MARK RENTSCHLAR  
Title: Sales Mgr  
Date: 5/19/16

APPROVED AS TO FORM:

 5/24/16  
KENNETH ROZELL  
Senior Deputy City Attorney

Big Truck Rental is not liable for leaving a Vehicle to any of Customer's agents that are not listed above.



Company Address 1039 S. 50th Street  
Tampa, FL 33619  
US  
Prepared By Mark Rentschlar

Created Date 3/11/2016  
Quote Number 00004412

#### CUSTOMER'S INFORMATION

Billing Customer City of Merced Public Works Yard  
Billing Contact Dan Arnold  
Billing Address 1776 Grogan Ave  
Merced CA 95341  
Billing Contact (209) 385-6944  
Phone  
Billing Contact (209) 564-0562  
Mobile  
Billing Contact Fax (209) 388-8746  
Billing Contact Email [arnoldd@cityofmerced.org](mailto:arnoldd@cityofmerced.org)

Rental Customer City of Merced Public Works Yard  
Shipping Contact Dan Arnold  
Shipping Address 1776 Grogan Ave  
Merced CA 95341  
Shipping Contact (209) 385-6944  
Phone  
Shipping Contact (209) 564-0562  
Mobile  
Shipping Contact (209) 388-8746  
Fax  
Shipping Contact [arnoldd@cityofmerced.org](mailto:arnoldd@cityofmerced.org)  
Email

#### TERMS & CONDITIONS

This Master Rental Agreement ("Master Agreement") is between BIG TRUCK RENTAL, LLC, a Florida limited liability company, ("Big Truck Rental") and the customer named on the first page of this Master Agreement ("Customer"). Big Truck Rental and Customer shall sometimes be collectively referred to as the "Parties." This Master Agreement provides the basic terms of every rental contract between Big Truck Rental and Customer, however, the specifics of each rental contract shall be found in the Supplemental Rental Agreement(s) ("Supplemental Agreement(s)") or the Rental Extension Agreement(s) ("Extension Agreement(s)"). All capitalized terms are defined herein or in the Supplement Agreement or Extension Agreement.

**1. Vehicles Covered:** Big Truck Rental agrees to rent to Customer and Customer agrees to rent from Big Truck Rental certain vehicles (the "Vehicle(s)") subject to all terms, conditions and provisions set forth herein.

**2. Payment of Rental:** Customer agrees that it will pay the rental rate and other charges as set forth in the Supplemental Agreement(s) and Extension Agreement(s) (the "Rental Charges"), including, but not limited to, time, mileage, fuel, service, transportation, delivery, pick-up and all other charges, in advance on the day specified. In addition to the Rental Charges, Customer shall pay and/or reimburse Big Truck Rental for any sales tax, use tax, personal property tax, license fee, registration fee or fees levied or based upon the rental, use or operation of the Vehicle. During the term of this Master Agreement, the rental rate set forth in the corresponding Supplemental Agreement or Extension Agreement (the "Rental Rate") shall entitle Customer to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use, calculated in the following manner: more than 50 hours per week but less than 80 hours per week, Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; 80 or more hours per week, Customer shall pay an additional charge equal to one (1) times the Rental Rate. All Rentals Charges shall be paid by Customer to Big Truck Rental at its address set forth in the Supplemental Agreement or Extension Agreement or in such other manner or at such other place as Big Truck Rental notifies the Customer. Customer shall make all payments under this Master Agreement, all Supplemental Agreements and Extension Agreements without set-off, counterclaim or defense.

**3. Security for Customer's Performance:** Concurrently with the execution of this Master Agreement, Big Truck Rental may demand delivery of a valid credit card account (the "Credit Card Account") to secure the performance by the Customer of its financial obligations under this Master Agreement, Supplemental Agreement(s) and Extension Agreement(s). Customer hereby authorizes Big Truck Rental to charge the Credit Card Account in an amount equal to one (1) times the Rental Rate as additional Security Deposit for Customer's obligations on each vehicle rented, which amount shall be credited to the Credit Card Account within five (5) days of the return of the Vehicle, less any unpaid Rental Charges or damages assessments. Additionally, Customer hereby authorizes Big Truck Rental to charge the Credit Card Account in the event of default, loss, damage or other occurrence of default, including, but not limited to, failure to pay the Rental Charges, notwithstanding Big Truck Rental may avail itself of any other available remedies hereunder. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.





**4. Big Truck Rental's Disclaimer of Warranty; Customer's Obligations Unconditional:** THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY BIG TRUCK RENTAL TO THE CUSTOMER, EXCEPT AS CONTAINED IN THIS MASTER AGREEMENT OR ANY SUPPLEMENTAL AGREEMENT OR EXTENSION AGREEMENT, AND BIG TRUCK RENTAL SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT OF THE VEHICLE, OR BY THE FAILURE OF THE VEHICLE, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE RENTED UNDER THIS AGREEMENT. CUSTOMER HAS INSPECTED AND IS FULLY FAMILIAR WITH THE VEHICLE AND ACCEPTS THE VEHICLE "AS IS" AND "WITH ANY AND ALL FAULTS". NO DEFECT IN OR UNFITNESS OF THE VEHICLE AND NO LOSS OR DAMAGE THERETO AND NO OTHER CONDITION CIRCUMSTANCE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE UNAVAILABILITY THEREOF FOR ANY REASON WHATSOEVER, SHALL RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR RESULT IN THE ABATEMENT OR SUSPENSION OF ANY SUCH OBLIGATIONS, WHICH ARE ABSOLUTE AND UNCONDITIONAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BIG TRUCK RENTAL SHALL INCUR NO LIABILITY WHATSOEVER TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT IN OR CONDITION OF THE VEHICLE OR THE USE, OPERATION OR FUNCTIONING OF THE VEHICLE. In addition to, and without limiting the provisions of this Section, Customer confirms that in entering into this Master Agreement and by accepting each Vehicle rented (1) it has relied solely on (i) its knowledge and (ii) its inspection of each Vehicle, and (2) it has not relied on any promise, affirmation, description, or other statement by Big Truck Rental, all of which are superseded by this Master Agreement. Customer authorizes the deletion of any safety equipment and accepts all liability for injury or loss incurred thereby.

**5. Location of the Vehicle; Inspections:** Customer shall keep each Vehicle in Customer's possession and control at Customer's place of business or job site, except that the Vehicle may be moved in the normal course of Customer's business or to such other location to which the Vehicle may be moved with the prior written consent of Big Truck Rental. Big Truck Rental may, without notice to Customer, at any time during normal business hours, enter the premises where any Vehicle owned by Big Truck Rental is located and inspect the same.

**6. Repairs; Maintenance; Use; Alterations:** Customer shall perform and pay for all normal, periodic and other basic service, adjustments, and lubrication of any Vehicle in its control and possession, including, but not limited to: checking the fuel, oil and water levels of the Vehicle before each daily shift, and supplying same; checking cooling system (engine only); and checking tire pressures and battery fluid and charge levels weekly. Customer shall, at its sole expense and cost, keep any and all Vehicles in good repair, condition and working order and furnish, at its sole expense and cost, all labor, parts, materials and supplies required therefor; including performing, or having performed, an A service on each Vehicle, replacing engine oil and filters, every three hundred (300) hours and providing all service suggested by the manufacturer of the Vehicle. Customer will maintain accurate and complete records and logs of all repairs to and maintenance on each Vehicle; Customer will furnish copies thereof to Big Truck Rental and will allow Big Truck Rental to inspect such records and logs at any time during normal business hours. Each Vehicle shall at all times be used solely for commercial or business purposes, and shall be operated in a careful, safe and proper manner and in compliance with all applicable laws, rules, regulations, ordinances and insurance requirements. All Vehicles rented are licensed for travel on the Federal Highways in 48 States. Any and all state or local permits for state or county road use, waste pickup or disposal is the responsibility of the Customer. Any modifications or additions to the Vehicle required by any governmental entity shall be promptly made by Customer at its sole expense and cost. No Vehicle shall be used, operated, or driven (i) to carry person other than the driver, or employees of the Customer, or (ii) to transport property for hire, unless the necessary and applicable permits and licenses have been obtained by Customer which are the sole and exclusive responsibility of Customer. The Vehicles rented under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) are owned by Big Truck Rental. No Vehicle identification, other than DOT numbers, shall be removed, covered, or defaced in any way. Customer agrees that they will be the motor carrier operator during the rental period and will display their DOT numbers on said rental vehicle. If the Vehicle is used in violation of any part of this Section, or is obtained from Big Truck Rental by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of the Vehicle is and shall be deemed without Big Truck Rental's permission. Each Vehicle shall be operated only by a qualified operator, licensed where required by the law of the state or states in which the Vehicle is being operated in, who is either the Customer or an authorized operator and employee of Customer. The use of a Vehicle by Customer or its employees shall be at Customer's sole risk and subject to the terms and conditions of this Master Agreement. Without the prior written consent of Big Truck Rental, Customer shall not make any modifications or additions to or changes in any Vehicle except as may be required in order to comply with or under this Section. All modifications or additions to or changes in a Vehicle shall belong to and immediately become the property of Big Truck Rental, without charge or cost to Big Truck Rental, and shall be returned to Big Truck Rental with the Vehicle upon the expiration or earlier termination of this Master Agreement unless Big Truck Rental notifies Customer to remove any of the same, in which case Customer shall promptly do so at its sole expense and cost without causing damage to the Vehicle or impairing its operation in any way. Short term rentals are not subject to the International Fuel Tax Agreement (IFTA). Therefore, all fuel tax and reporting thereof is the responsibility of the Customer. Any violations and/or fines due to violation of the laws regarding fuel taxes and reporting shall be the sole responsibility of the Customer.

**7. Risk of Loss; Damage:** Big Truck Rental documents the condition of the Vehicle(s) rented upon delivery to the Customer, and again when the Vehicle(s) is returned. If the Vehicle is damaged or partially lost or destroyed, Customer shall, at its sole expense and cost, promptly repair the Vehicle in a permanent manner and in its same condition and working order as at the acceptance of the Vehicle by the Customer, using parts and materials of comparable quality. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such time as the Vehicle is again operable. If the Vehicle is totally lost (including by theft) or destroyed or if it becomes a constructive, agreed or compromised total loss, Customer shall promptly pay Big Truck Rental the current market value of the Vehicle (the "Termination Payment"). Without relieving Customer of its obligation to make the Termination Payment and without deferring that obligation, Big Truck Rental will apply toward the Termination Payment any amounts received by and payable to Big Truck Rental under this Master Agreement or any Supplemental Agreement or Extension Agreement and any payments with Big Truck Rental received on account of such total loss or such constructive, agreed or compromised total loss under the insurance maintained pursuant to Section 8. Upon receipt of the Termination Payment and performance by Customer of all of its other obligations under the Master Agreement and corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental will transfer and assign to Customer, without recourse, any remaining rights which Big Truck Rental has under such insurance and, to the extent permitted by the insurer





in writing, any title and interest which Big Truck Rental has in the Vehicle. Big Truck Rental's transfer of any title and interest in the Vehicle will be "AS IS, WHERE IS", SUBJECT TO THE PROVISIONS OF SECTION 4. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Customer and shall be accessions to the Vehicle and shall belong to and immediately become the property of Big Truck Rental.

**8. Insurance:** Until all of Customer's obligations under this Master Agreement and all corresponding Supplemental Agreements and Extension Agreements have been paid and performed in full, Customer will, at its sole cost and expense, maintain in force and effect an insurance policy of public liability and property damage with bodily injury and death liability limits of not less than \$1,000,000 per occurrence and in the aggregate and property damage liability limits of at least \$1,000,000 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of all Vehicles rented hereunder; but, in any event, the amount and terms of the insurance will be such that no insured under the policy will be a co-insurer of any of the risks covered by the policy. The coverage may have only such exceptions as Big Truck Rental approves in writing. The insurance will be maintained only with insurers which are licensed in the state or states in which the Vehicles will be operated and which are rated not lower than "A" in Best's Insurance Reports ("Best's") with a Financial Category Size of at least "XII" in Best's ("Approved Insurers"). Big Truck Rental will be a named insured without liability for premiums and will be the sole loss payee under the insurance. The insurance will provide for prompt written notice to Big Truck Rental of any failure to pay a premium and for at least thirty (30) days' prior written notice to Big Truck Rental of cancellation or non-renewal of the policy and of any material change in or to the coverage or in any of the other terms of the insurance. On the execution of this Master Agreement and at any other time on request by Big Truck Rental, Customer will furnish Big Truck Rental with a certificate issued by the insurer or by an insurance broker licensed in the state or states in which the Vehicles will be operated confirming that the insurance coverage required under this Section is maintained and in full force and effect, and upon Big Truck Rental's request shall provide Big Truck Rental with a true and correct copy of the policy in effect. Customer irrevocably appoints Big Truck Rental as its attorney-in-fact to make claim for and to execute any documents in connection with any claim for, to receive payment of, and to execute and endorse all checks, drafts or other instruments received as payment for any loss, damage or destruction covered by the insurance. Customer will not settle any claim under the insurance without Big Truck Rental's prior written consent, and Big Truck Rental may settle any claim under the insurance for such amount and on such terms as Big Truck Rental, in its sole and absolute discretion, determines; and Big Truck Rental will incur no liability to Customer by reason of any settlement which it makes. Customer will execute such documents as Big Truck Rental requests to confirm or effect the provisions of this entire Section 8.

**9. Customer's Indemnity:** Customer will indemnify and hold Big Truck Rental harmless from any liability loss, damage, cost, expense, fee, fine or penalty (including, without limitation, attorneys' fees as provided in Section 16), regardless of whether the same is also indemnified against by any other person, which Big Truck Rental in any way incurs arising from or in connection with (i) this Master Agreement or any corresponding Supplemental Agreement or Extension Agreement, or (ii) occurring after the delivery, possession, use, operation or before the return of any Vehicle, or (iii) any condition relating to any Vehicle delivered to the possession of customer REGARDLESS OF HOW OR WHEN THE CONDITION ARISES AND REGARDLESS OF WHETHER IT ARISES OUT OF ANY ACT, OMISSION OR NEGLIGENCE OF Big Truck Rental, or (iv) any other matter relating to any Vehicle after the term of this Master Agreement to the extent such matter arises from a condition that arose or a modification, addition or change that was made during the term of this Master Agreement or any extension hereof or at any other time when the Vehicle was in the possession or under the control of Customer, or (v) the failure by Customer to perform any of its obligations under this Master Agreement, Supplemental Agreement or Extension Agreement. Customer will pay any expenses and costs (including, without limitation, attorneys' fees as provided in Section 16) which Big Truck Rental incurs in enforcing or defending (i) any of its rights or remedies under this Master Agreement or otherwise granted to it by law or in equity, or (ii) any provision of this Master Agreement, or (iii) any of Customer's obligations under this Master Agreement. The provisions of this Section 9 will survive the termination or expiration of this Master Agreement.

**10. Return of Vehicles:** At the expiration of each Supplemental Agreement or Extension Agreement, Customer shall, at its expense, return the Vehicle rented under the Supplemental Agreement or Extension Agreement to and into the custody of Big Truck Rental, at its business location set forth on the first page of this Master Agreement or at such other place as Big Truck Rental specifies in writing, in the same repair, condition and working order as at the commencement of the Supplemental Agreement, reasonable wear and tear resulting from proper use excepted. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such reasonable time as the Vehicle is again operable. All Vehicles shall be returned free of trash in the cab, body, hopper, and behind the packing blades or they will be subject to a clean out fee and any related disposal costs. Security deposit will be applied to any and all damages.

**11. Tires:** It is the responsibility of the Customer to assure that the tires returned with the Vehicle are in substantially the same condition as the tires that were on the Vehicle at the beginning of the rental term. Upon the return of the Vehicle, each tire is inspected by Big Truck Rental and those tires worn substantially more than at the inception of the rental term shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a re-capable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-re-capable by our tire vendor will be back billed.

**12. Default by Customer; Remedies of Big Truck Rental; Waiver of Bond:** Any of the following events or conditions shall constitute an event of default: (1) Customer's failure to pay when due any Rental Charges or any other amount payable; (2) Customer's failure to perform, or its violation of any other term, covenant or condition of this Master Agreement or any Supplemental Agreement or Extension Agreement and the failure to cure same within five days after the occurrence; (3) seizure of the Vehicle under legal process; (4) failure of Customer to report, at the beginning of each week or at the request of Big Truck Rental, the miles and hours on the truck or (5) any reasonable ground for insecurity on the behalf of Big Truck Rental with respect to the performance of Customer's obligations hereunder. While an event of default exists, Big Truck Rental shall have the right to exercise any one or more of the following remedies: (1) terminate this Master Agreement and all Supplemental Agreements and Extension Agreements held with the Customer; (2) sue for any damages incurred by Big Truck Rental due to





the event of default and/or termination of the contract between Big Truck Rental and Customer; (3) require Customer to redeliver any and all rented Vehicles immediately to Big Truck Rental as provided in Section 10; or (4) repossess any and all Vehicles without notice, legal process, prior judicial hearing, or liability for trespass or other damage, Customer voluntarily and knowingly agrees to and waives the same. If Big Truck Rental attempts but is unable to repossess the Vehicle for any reason whatsoever, Big Truck Rental may, at its option, declare the Vehicle to be a total loss, in which case Customer shall pay to Big Truck Rental the Termination Payment and the provisions of Section 7 will apply. All of the foregoing remedies are cumulative and are in addition to any other rights or remedies available to Big Truck Rental at law or in equity. Big Truck Rental may enforce any of its rights separately or concurrently and in such order as Big Truck Rental determines. In any proceeding by Big Truck Rental to recover possession of the Vehicle, Big Truck Rental shall not be required to post a bond or other security or undertaking, and Customer hereby waives any right to require, and any requirement for, any such bond or other security or undertaking.

**13. Payments by Big Truck Rental; Interest:** If Customer fails to pay any amount which it is required to pay or to perform any of its obligations under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental may, at its option, pay such amount or perform such obligation; and Customer shall, on demand by Big Truck Rental, reimburse Big Truck Rental for the amount of such payment or the cost of such performance. Customer shall pay Big Truck Rental interest at one- and-a-half percent (1½%) per month or at the highest lawful rate that may be charged, whichever is lower, on amounts payable by Customer under any provision of this Agreement (i) from the due date thereof until it is paid, or (ii) in the case of any amount paid or any cost incurred by Big Truck Rental, from the date of such payment or the expenditure of such cost until Big Truck Rental receives reimbursement therefor.

**14. Assignment:** This Master Agreement and all Supplemental Agreement(s) and Extension Agreement(s) are agreements for rental only and Customer shall not be deemed an agent or employee of Big Truck Rental for any purpose. Customer will not sell, assign, transfer, lease, pledge or otherwise encumber any Vehicle or any of Customer's rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) or in or to the Vehicle, or permit any of its rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) to be subject to any lien, charge or encumbrance of any nature. Big Truck Rental may, subject to the terms of this Master Agreement and corresponding Supplemental Agreement(s) or Extension Agreement(s), sell, transfer or assign any of its rights in or to any Vehicle or under this Master Agreement. Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Big Truck Rental and Customer.

**15. Termination:** This Master Agreement will become effective upon its execution and continues until it is terminated by an affirmative revocation by either party or as provided herein. Each Supplemental Agreement terminates at the expiration of the rental term as set forth in the terms of the Supplemental Agreement (the "Rental Term"), or at the expiration of any mutually agreed upon Extension Agreement. If the Customer wishes to terminate its Supplemental or Extension Agreement prior to the stated expiration ("Early Termination") it must either (a) return the Vehicle to Big Truck Rental in a rentable condition, or (b) inform Big Truck Rental five (5) days prior to the proposed Early Termination date that the Customer wishes for Big Truck Rental to pick up its Vehicle.

**16. Governing Law; Jurisdiction; Venue:** This Master Agreement and all Supplemental Agreements and Extension Agreements shall be governed by and construed in accordance with the law of the State of Florida and jurisdiction and venue shall properly lie in the County Court in and for Hillsborough County, the Thirteenth Judicial Circuit Court of the State of Florida, or in the United States District Court for the Middle District of Florida (Tampa Division).

**17. Attorneys' Fees:** Should the parties not agree on resolution of any issues surrounding this agreement, the successful party will be entitled to collect fees and costs associated with enforcement of this agreement.

**18. Severability of Provisions:** If any provision of this Master Agreement or the Supplemental Agreement(s) or Extension Agreement(s), or the application of any such provision to any person or circumstance is held invalid, the remainder of this Master Agreement or Supplemental Agreement(s) or Extension Agreement(s) and the application of such provision, other than to the extent it is held invalid, will not be invalidated or affected thereby.

**19. Entire Agreement; Amendment and Waiver; Facsimile and Counterparts:** This Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) constitute the entire agreement and understanding between Big Truck Rental and Customer relating to the Vehicle and the subject matter hereof, and supersede all prior agreements or understandings, whether written or oral, among the Parties to this Master Agreement and the with respect to the subject matter hereof. This Master Agreement and any Supplemental Agreement and Extension Agreement may be amended only by written agreement executed by all of the Parties hereto, and no provision of this Master Agreement or corresponding Supplemental Agreement (s) or Extension agreement(s) and no right or obligation of either party under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) may be waived except by written agreement executed by the party waiving the provision, right or obligation. A facsimile of this Master Agreement and/ or corresponding Supplemental Agreement(s) and Extension Agreement(s), or any part of thereof, shall be enforceable as an original. This Master Agreement or corresponding Supplemental Agreement (s) or extension Agreement(s) may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**20. Section Headings:** Section headings contained in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of any provision of this Master Agreement.

**21. Waiver of Trial by Jury:** THE CUSTOMER HEREBY EXPRESSLY CONSENTS TO THE WAIVER OF THE CUSTOMER'S RIGHT TO TRIAL BY JURY.



By execution of this Master Rental Agreement, Customer acknowledges that all Vehicles rented hereunder are rented to and in accordance with the terms, conditions, and provisions of this Agreement and evidences such Agreement by signing below.

## Customer Acknowledgement

CUSTOMER NAME: City of Merced  
(Company Name)  
BY: [Signature]  
(Signature)  
PRINT NAME: STEVE CARRIGAN  
TITLE: City Manager  
SS#:                     

DRIVER'S LICENSE #:                       
DATE: 3-15-16  
TAX ID #: 94-6000371  
STATE: CA

Do Initial here acknowledging you have read Section 6 on maintenance responsibility.

Please sign quote and email to [btrsales@bigtruckrental.com](mailto:btrsales@bigtruckrental.com) or fax to (813) 261-0821.

Authorized Big Truck Rental Representative:

By: [Signature]  
Name: MARK RENTSCHLER  
Title: Rental Sales Mgr  
Date: 3/11/16

APPROVED AS TO FORM:

Kelly C. Fincher

KELLY C. FINCHER

Chief Deputy City Attorney



## ADMINISTRATIVE REPORT

**Agenda Item: H.17.**

Meeting Date: 6/6/2016

**Report Prepared by:** Dan Arnold, Public Works Manager - Operations

**SUBJECT:** Purchase of an Articulating Telescopic Aerial Device Through a Government Procurement Program and Waiving the Competitive Bidding Requirement.

### REPORT IN BRIEF

Consider authorizing the purchase of one Articulating Telescopic Aerial Device using the National Joint Powers Alliance Government Procurement Program for \$138,295.00, and waiving the competitive bidding process.

### RECOMMENDATION

**City Council** - Adopt a motion waiving the competitive bidding requirements of Merced Municipal Code Section 3.04.210 to allow the purchase of the Articulating Telescopic Aerial Device from National Joint Powers Alliance; and, authorizing the City Manager to enter into a contract with Altec Industries, Inc. for the purchase of an Articulating Telescopic Aerial Device for \$138,295.00.

### 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

Municipal Code Section 3.04.210.

### CITY COUNCIL PRIORITIES

The purchase of this equipment provides the Public Works crew with the equipment needed to perform their duties.

### DISCUSSION

The Public Works Department, Street Light/Traffic Signal Division performs routine and emergency operations and maintenance of the City's 6,800 street lights and 68 traffic signals. A new Articulating Telescopic Aerial truck is needed to maintain the City's street light and traffic signal system.



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The fiscal year 2015-2016 budget approved by the City Council includes funds to replace one Articulating Telescopic Aerial Device. Vehicle number E-959 is 13 years old, has been driven 120,322 miles, was purchased for \$84,322.00 and has incurred operating costs to date of \$81,247.89 (excludes fuel) and continues to require costly repairs, keeping it out of service for extended periods of time. This vehicle will be declared surplus and proceeds from the sale of the old vehicle will go back into the corresponding replacement fund account.

Altec has extended the City of Merced the opportunity to purchase one 2017 Articulating Telescopic Aerial Device model #AT37-G on the National Joint Powers Alliance Contract #031014-ALT. This contract is available for use by government bodies, state agencies and any county, city, district or other government bodies, or corporations empowered to expend public funds. Purchasing the requested vehicle from Altec Industries, Inc. is in the City's best interest as the City will save both time and money. There is no guarantee that a formal bid would result in any cost savings. It also reduces the amount of time and internal costs by eliminating the need to prepare bid specifications, review proposals and award a competitive bid contract that would add at least two months and significant cost to the purchase and delivery of this new equipment.

It should be noted, Council authorization to waive the competitive bidding process will not affect local vendors, as there are no local vendors for this equipment. Over the last five years, the City has utilized several such programs, including NJPA, to purchase a variety of equipment, such as street sweepers and backhoes, etc. NJPA purchases are similar to making purchases from the State contract, in which vendors have submitted bids for equipment to the State of California. Local governments are then able to use the State contract pricing with their nearest vendor.

Purchase of the new low-emission gasoline-powered vehicle complies with the SJVAPCD Rule 4702 for internal combustion engines.

The total savings by purchasing this equipment using the NJPA pricing (compared to manufacturer's list price) is \$6,229.00.

#### **HISTORY AND PAST ACTIONS**

Council approved similar equipment purchases using the NJPA program on the January 21, 2014, January 15, 2015, and again on the May 4, 2015, Council meetings with good success. Staff is requesting authorization to do so again.

Attachment 1 shows the actual equipment quote directly from the manufacturer, and Attachment 2 is the NJPA Contract quote.

Current budget lines have sufficient funding for the purchase amount listed, but require Council approval to waive the City's bidding requirement and purchase directly from the applicable dealership using the NJPA pricing schedule.

#### **IMPACT ON CITY RESOURCES**

The fiscal year 2015-2016 budget approved by the City Council includes the funding to purchase one Articulating Telescopic Aerial Device.



**ATTACHMENTS**

1. Attachment 1 - Manufacturer Quote
2. Attachment 2 - NJPA Contract Quote

# ATTACHMENT 1 - MANUFACTURER QUOTE



Opportunity Number: 58005  
Quotation Number: 306477

Date: 4/22/2016

Quoted for: City of Merced  
Customer Contact: Dan Arnold  
Email: arnoldd@cityofmerced.org

Quoted by: Rhawnie Kraak  
Phone: (707) 693-2578 Email: rhawnie.kraak@altec.com  
Altec Account Manager: Don Hildebrandt

## REFERENCE ALTEC MODEL

AT37-G	Articulating Telescopic Aerial Device (Insulated)	\$86,068
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## STANDARD OPTIONS:

1	Cone Holder	Cone Holder, Fold Over Post Style	\$269
2	Body Lighting	COMPARTMENT LIGHTS in Body Compartments (Rope Style)	\$581
3	GFCI Receptacle	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$226
4	GFCI Receptacle	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$226
5	Strobe System	SIX (6) POINT STROBE SYSTEM (Recessed, LED)	\$757
6	Ford Cab	FORD SUPER CAB	\$2,003
7	Ford Power Equipment	FORD POWER EQUIPMENT (Power Locks and Power Windows)	\$945
			\$91,074

## CUSTOM OPTIONS:

1	UNIT	Custom Walk-in Platform, Custom Work Lights Mounted to Turret, Air Tool Circuit	\$5,982
2	UNIT & HYDRAULIC ACC	N/A	\$0
3	BODY	Top Opening Storage Box, 36" L Steel Tailshelf with Cross Storage, Reinforced Compartment Top for Generator Installation, Current Rope Light Pricing Above 2014	\$5,089
4	BODY & CHASSIS ACC	Class V Towing Device, D-Rings for Trailer Safety Chain, Appropriate counterweight added for stability, Double Cable Step, VMAC Underhood Air Compressor and Accessories, Custom 3 Foot Lanyard, Streetside pole rack	\$19,076
5	ELECTRICAL	Amber LED Strobe Light - Roof Mounted, Directional Light Bar, PTO Hour Meter, (2) Auxiliary Batteries, 3000 Watt Honda gasoline powered generator, 3000 Watt Pure-Sine Wave Inverter	\$8,890
6	FINISHING	2017 Ford F550 Gas ILO 2014	\$797
7	CHASSIS	Regional Build	\$2,597
8	OTHER		

OPEN MARKET OPTIONS TOTAL: \$42,431

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$133,505.00

Licensing Doc Fees: \$65.00

Estimated Sales Tax (8%): \$10,685.60

Delivery to Customer: \$268.00

TOTAL FOR UNIT/BODY/CHASSIS: \$144,523.60

## (C.) ADDITIONAL ITEMS (items are not included in total above)

1	CHASSIS	2017 Ford F550 Diesel ILO Gas	\$4,954
2	HYBRID	Altec Jobsite Energy Management System, with Pure Sine Wave Inverter and Remote Asset Management	\$29,646
3			
4			

\*\*Pricing valid for 45 days\*\*

## NOTES

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

**TO ORDER:** To order, please contact the Altec Inside Sales Representative listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than 330-360 days ARO, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

**BUILD LOCATION:** Dixon, CA

# ATTACHMENT 2 - NJPA CONTRACT QUOTE



Opportunity Number: 58005  
Quotation Number: 281707  
NJPA Contract #: 031014-ALT  
Date: 4/22/2016

Quoted for: City of Merced  
Customer Contact: Dan Arnold  
Email: arnoldd@cityofmerced.org  
Quoted by: Rhawnie Kraak  
Phone: (707) 693-2578 Email: rhawnie.kraak@altec.com  
Altec Account Manager: Don Hildebrandt

## REFERENCE ALTEC MODEL

AT37-G	Articulating Telescopic Aerial Device (Insulated)	\$86,068
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Per NJPA Specifications plus Options below

## (A.) NJPA OPTIONS ON CONTRACT (Unit)

1		
2		
3		

## (A1.) NJPA OPTIONS ON CONTRACT (General)

1	CH	Cone Holder, Fold Over Post Style	\$236
2	RL	COMPARTMENT LIGHTS in Body Compartments (Rope Style)	\$510
3	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$198
4	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$198
5	SPOT4	SIX (6) POINT STROBE SYSTEM (Recessed, LED)	\$664
6	FSC	FORD SUPER CAB	\$2,003
7	FE	FORD POWER EQUIPMENT (Power Locks and Power Windows)	\$945
8			

NJPA OPTIONS TOTAL: \$90,821

## (B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Custom Walk-in Platform, Custom Work Lights Mounted to Turret, Air Tool Circuit	\$5,115
2	UNIT & HYDRAULIC ACC	N/A	
3	BODY	Top Opening Storage Box, 36" L Steel Tailshelf with Cross Storage, Reinforced Compartment Top for Generator Installation, Current Rope Light Pricing Above 2014	\$4,338
4	BODY & CHASSIS ACC	Class V Towing Device, D-Rings for Trailer Safety Chain, Appropriate counterweight added for stability, Double Cable Step, VMAC Underhood Air Compressor and Accessories, Custom 3 Foot Lanyard, Streetside pole rack	\$16,339
5	ELECTRICAL	Amber LED Strobe Light - Roof Mounted, Directional Light Bar, PTO Hour Meter, (2) Auxiliary Batteries, 3000 Watt Honda gasoline powered generator, 3000 Watt Pure-Sine Wave Inverter	\$7,730
6	FINISHING	2017 Ford F550 Gas ILO 2014	\$797
7	CHASSIS	Regional Build	\$2,597
8	OTHER		

OPEN MARKET OPTIONS TOTAL: \$36,916

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$127,737

Licensing Doc Fees: \$65

Estimated Sales Tax (8%): \$10,224.19

Delivery to Customer: \$268

TOTAL FOR UNIT/BODY/CHASSIS: \$138,295

## (C.) ADDITIONAL ITEMS (items are not included in total above)

1	CHASSIS	2017 Ford F550 Diesel ILO Gas	\$4,954
2	HYBRID	Altec Jobsite Energy Management System, with Pure Sine Wave Inverter and Remote Asset Management	\$29,646
3			
4			

**\*\*Pricing valid for 45 days\*\***

## NOTES

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

**TO ORDER:** To order, please contact the Altec Inside Sales Representative listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than **330-360** days ARO, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

**BUILD LOCATION:** Dixon, CA



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item: H.18.**

**Meeting Date: 6/6/2016**

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**Report Prepared by:** *Dan Arnold, Public Works Manager - Operations*

**SUBJECT:** Authorizing Application for CalRecycle Grant

### REPORT IN BRIEF

Adopt a Resolution authorizing submittal of applications for CalRecycle grants.

### RECOMMENDATION

**City Council** - Adopt **Resolution 2016-22**, a Resolution of the City Council of the City of Merced, California, authorizing submittal of application to the Department of Resources Recycling and Recovery (CalRecycle) for payment programs and related authorizations.

### 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

Public Resources Code Section 14581(a).

### CITY COUNCIL PRIORITIES

N/A.

### DISCUSSION

Pursuant to Public Resources Code Section 14581(a)(4)(A) of the California Beverage Container Recycling and Litter Reduction Act, the Department of Resources Recycling and Recovery (CalRecycle) distributes and awards grant funds annually to eligible cities and counties specifically for beverage container recycling and litter cleanup activities for cities that are eligible.

The goal of CalRecycle's grant programs are to reach and maintain an 80 percent recycling rate for all California Refund Value (CRV) beverage containers - aluminum, glass, plastic and bi-metal - and provide assistance funds for Household Hazardous Waste Cleanup. CalRecycle funds projects implemented by cities and counties that will assist in reaching and maintaining this goal.

The proposed action will support the City's goal to reduce waste in the City by recycling, and comply with CalRecycle Law AB341 75% solid waste reduction by 2020.

Authorizing submittal of application(s) for all CalRecycle grants for which the City is eligible will allow the City's Recycling Coordinator to seek appropriate grants and apply on behalf of the Public Works Department.

The City Manager or designee would be authorized and empowered to execute in the name of the City all grant documents, including, but not limited to, applications, agreements, and requests for payment, necessary to secure grant funds and implement the approved grant projects.

### **IMPACT ON CITY RESOURCES**

None; there are no matching funds required for this grant.

### **ATTACHMENTS**

1. Resolution



**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
AUTHORIZING SUBMITTAL OF APPLICATION  
TO THE DEPARTMENT OF RESOURCES  
RECYCLING AND RECOVERY (CALRECYCLE)  
FOR PAYMENT PROGRAMS AND RELATED  
AUTHORIZATIONS**

WHEREAS, pursuant to Public Resources Code sections 43000 et seq., 14582, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

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

SECTION 1. The City of Merced is authorized to submit an application to CalRecycle for any and all payment programs offered.

SECTION 2. The City Manager, or his designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment.

SECTION 3. This authorization is effective until rescinded by the Signature Authority or this governing body.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Kelly Fincher 5/18/16  
City Attorney Date



## ADMINISTRATIVE REPORT

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**Agenda Item: H.19.**

Meeting Date: 6/6/2016

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**Report Prepared by:** Janet E. Young, Interim Airport Manager

**SUBJECT:** Relinquishment of FAA Part 139 Certificate for the Merced Regional Airport

### REPORT IN BRIEF

Consider the relinquishment of FAA Part 139 Certificate for the Merced Regional Airport (MCE) due to Aircraft Rescue and Fire Fighting (ARFF) cost.

### RECOMMENDATION

**City Council** - Adopt a motion approving the relinquishment of the City of Merced Regional Airport FAA Part 139 Certificate; and, authorizing the City Manager to execute the necessary documents.

### ALTERNATIVES

1. Approve the relinquishment of FAA Part 139 Certificate for the Merced Regional Airport, as recommended by the City Manager; or,
2. Keep FAA Part 139 Certificate and continue with status quo; or,
3. Refer to staff for reconsideration of specific items; or,
4. Deny and reject all alternatives.

### AUTHORITY

Charter of the City of Merced, Section 200; Merced Municipal Code Section 2.32.020.

### CITY COUNCIL PRIORITIES

Fiscal year 2016-2017 Budget

### DISCUSSION

#### FAA Part 139 Certificate

The reason for considering the surrender of the Part 139 certificate is to address Fire Department staffing costs associated with meeting Part 139 requirements. In the case of an airport such as MCE, Part 139 requires a minimum of one qualified fire fighter to operate the ARFF unit. It is also important to note that the labor union agreement states "three fire fighters will be on an engine or truck." The current situation with one fire fighter stationed during the required times for ARFF duty is amassing significant staffing costs and presents staffing schedule issues. Due to the magnitude of the potential cost savings related to ARFF services provided by the Merced Fire Department to the MCE, the City is strongly considering the relinquishment of the FAA Part 139 certificate currently held by the Airport, a critical component of the City's infrastructure.

Federal regulations mandate that an airport must hold a Part 139 certificate if it receives airline service from "[S]cheduled passenger-carrying operations of an air carrier operating aircraft designed for more than 9 passenger seats, as determined by the aircraft type certificate issued by a competent civil aviation authority..." [14 CFR section 139.1(a)(1)] This was applicable to the Merced Regional Airport until October 2015 when Boutique Air began service, as explained below.

### **Background**

The Merced Regional Airport (MCE) is a commercial airport receiving airline service subsidized by the Essential Air Service (EAS) administered by the U. S. Department of Transportation (DOT). The current the air carrier is Boutique Air, which began service in October 2015 and provides passenger service between Merced and the Los Angeles International Airport (LAX) and the Oakland International Airport (OAK). Service between Merced and Las Vegas McCarran International Airport (LAS) is temporarily suspended pending resolution of a dispute between the airline and McCarran related to the level of landing fees the airport seeks to assess Boutique.

The Airport has a significant impact on the local and regional economy, with commercial and charter passenger traffic stimulating occupancy of hotels and motels, restaurant and retail sales; car rentals; and bus ridership locally and through YARTS. The University of California, Merced is utilizing the commercial air service in growing numbers and it is important for a major research university to have local air service to enable corporate representatives to meet with researchers regarding technology transfer opportunities that will contribute to new business in the area.

### **Essential Air Service (EAS)**

The EAS program was established as a result of airline deregulation to ensure that smaller communities with commercial air service located outside of a specified mileage radius from a medium or large hub could continue to have commercial airline service to connect them to the nation's commercial aviation system. Prior to enactment of the Airline Deregulation Act in 1978, and for a few additional years, Merced was served by major carriers such as United Air Lines operating 727 and 737 type aircraft. For the past several years through the summer of 2015, MCE was served by EAS carriers operating Brasilia aircraft or Beech 1900 aircraft.

Currently there are only two EAS operators flying aircraft certificated to operate with more than nine passenger seats - Great Lakes Airlines and Silver Air. Several EAS carriers operate Cessna Caravan aircraft with no more than nine passenger seats and the current MCE carrier flies Pilatus PC-12 aircraft with eight passenger seats. MCE has held a Part 139 certificate for many years and the certificate was necessary through the term of the prior carrier in order for it to serve Merced by virtue of it being a Part 121 commercial carrier which could operate aircraft with more than nine passenger seats. It appears unlikely that a carrier operating more than nine passenger seats will seek to serve Merced through the EAS program in the foreseeable future. Boutique Air is a Part 135 carrier and can provide passenger service to airports without a Part 139 certificate.

It is important to note that the EAS program does not require participating airports to hold a Part 139 certificate. In fact, four EAS airports have surrendered their Part 139 certificates for various cost-avoidance reasons. The Visalia Airport is the only California EAS airport to have done so and the primary basis for the action was the cost of ARFF operations to the City. In addition, Boutique Air

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management has indicated that the company has no objection to the proposed action by the City of Merced.

**ARRF Requirement**

The Part 139 certificate requires that the ARFF coverage must be in place for a period 15 minutes before a scheduled landing to 15 minutes after takeoff. (Section 139.5) Part 139 also carries the requirement that the response time must be less than three minutes from the time of the call to a point midway on the farthest runway used by the commercial air carrier aircraft, at which time the ARFF vehicle must begin application of extinguishing agent. [Section 139.319(h)(2)(i)]

The number of flights operated daily by Boutique Air essentially requires that Station 52 (located at the Airport) ARFF personnel must be available and able to meet these performance parameters from early morning through late evening. If the Part 139 certificate was to be surrendered, the airport would not be subject to the ARFF timed response requirements and would be regarded as a general aviation airport. This would enable the Fire Department to have the ability to dispatch the Station 52 personnel to another off-airport emergency and bring in ARFF qualified fire fighters from another station to serve the airport as needed. The Fire Department would strive to have Station 52 personnel on scene during the designated arrival and departure times at the airport, but the surrender of the Part 139 certificate would permit the City to avoid the cost of an additional three person ARFF crew to be positioned full-time at Station 52 to meet the requirements of the Part 139 certificate.

The cost of the additional three person ARFF crew is estimated to be approximately \$300,000 to \$350,000 per year. This type of cost consideration motivated the City of Visalia to relinquish the Airport's Part 139 certificate. The Visalia Airport however, does have a larger staff and the ARFF operations were assumed by existing staff who received appropriate training. The approach envisioned by the City of Merced calls for the Fire Department to continue to provide these services through protocols to be developed by the Fire Department in coordination with the MCE staff.

**Basis for Surrender of FAA Part 139 Certificate for Cost-Saving Purposes**

The FAA has opined that it is not necessary for an airport receiving commercial service through a carrier operating a Cessna 208(B) Caravan to hold a Part 139 Certificate. The FAA opinion was based on the fact that the Caravan, which is certified by the FAA as a "normal" category aircraft which "...is limited to airplanes that have a seating configuration, excluding pilot seats, of nine or less, a maximum certificated takeoff weight of 12,500 pounds or less, and is intended for nonacrobatic operation....". [14 CFR section 23.3(a)] The Pilatus PC-12 aircraft flown by Boutique Air is also certified as a "normal" category airplane for which a Part 139 certificate would not be necessary.

This fact creates the opportunity for the City to evaluate whether or not to surrender the Part 139 certificate as a cost-savings measure. Should a circumstance arise in the future where it becomes necessary to hold a Part 139 certificate, the airport would need to request an FAA Part 139 inspection.

**TSA**

There have been questions raised regarding potential TSA impacts associated with the surrender of



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the Part 139 at the MCE. Staff has conferred with the TSA office in Fresno and received affirmation that the Part 139 certificate was not related to TSA and that there is no TSA regulation or requirement that commercial airports served by TSA must have a Part 139 certificate.

Moreover, the City of Visalia informed the TSA that the Visalia Airport certificate had been surrendered and this resulted in no changes to the TSA coverage or services. Staff assumes the same for MCE.

### **Conclusion**

Relinquishing the certificate would not affect the EAS commercial airline service offered by Boutique Air. It would be essential for the Fire Department protocols for timely response to alarms related to the commercial aircraft to be ready for implementation before the surrender of the certificate could be accomplished.

The Airport Authority has been consulted regarding this potential action and will more fully consider the matter prior to the City Council Meeting. In addition, it would be necessary for the Airport to maintain the safety and security inspection standards of Part 139 even if the certificate is surrendered, in order for commercial operations to function safely and smoothly. This objective would need to be accomplished prior to the relinquishment of the certificate.

### **IMPACT ON CITY RESOURCES**

No appropriation of funds is needed if the Part 139 is surrendered.

If no action is taken, there could be a \$300,000 - \$350,000 impact to General Fund.



## ADMINISTRATIVE REPORT

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**Agenda Item: H.20.**

Meeting Date: 6/6/2016

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**Report Prepared by:** *Tonya Mora, Management Analyst, Police Department*

**SUBJECT:** Lease Agreement with James G. Moulton and Lynda S. Moulton

### REPORT IN BRIEF

Consider approving a three-year lease agreement with James G. Moulton and Lynda S. Moulton for property to be utilized by the Merced Police Department.

### RECOMMENDATION

**City Council** - Adopt a motion approving a lease agreement with James G. Moulton and Lynda S. Moulton for property use; and, authorizing the Finance Officer to make necessary budget adjustments.

### ALTERNATIVES

1. Approve, as recommended 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

Charter of the City of Merced, Section 200.

### CITY COUNCIL PRIORITIES

As provided for in the 2015-16 Adopted Budget.

### DISCUSSION

A Lease Agreement with James G. Moulton and Lynda S. Moulton has been negotiated for property to be utilized by the Merced Police Department. The proposed Lease Agreement reflects a starting market lease rate of \$5,000 per month and allows for annual increases based on the State of California Consumer Price Index (CPI). The annual rent adjustment shall not be less than two percent (2%) or greater than five percent (5%) per year, regardless of the actual change in the CPI.

This is the first Lease Agreement entered into with James G. Moulton and Lynda S. Moulton for the use of the property.

Notable terms of the proposed Lease Agreement are as follows:

Term: Three (3) years with the option to renew for three (3) consecutive one (1) year renewal terms.

Rent: Five-thousand (\$5,000) per month plus annual hazard insurance and property taxes.

Utilities: Cost of utilities such as gas, power, telephone, and so on, are the responsibility of the Tenant.

### **IMPACT ON CITY RESOURCES**

The rent and use of the property will be paid for with Asset Forfeiture Funds.

### **ATTACHMENTS**

1. Property Lease Agreement

**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease"), made and entered into this 8<sup>th</sup> day of May, 2016, by and between the City of Merced, a California Charter Municipal Corporation (hereinafter referred to as "Tenant"), and James G. Moulton and Lynda S. Moulton (hereinafter referred to as "Landlord").

**WITNESSETH:**

1. **LEASED PREMISES.** Landlord hereby leases to Tenant and Tenant hereby hires from Landlord those certain premises outlined on Exhibit "A" attached hereto and made a part hereof (hereinafter called "Premises"), together with those appurtenances specifically granted in this Lease. The Premises are a part of an industrial parcel known as Assessor's Parcel Number 059-430-033 (Building 1) and commonly referred to as 107 Heron Way, Merced, California. The Leased Premises shall consist of the exclusive use of the building, designated parking for spaces as delineated on the attached Exhibit "A," as well as the non-exclusive use of the common area parking lot as well as the common driveway used for ingress and egress to / from Heron Way that services both 107 Heron Way and 115 Heron Way as delineated on said Exhibit "A".

2. **TERM.** The term of this Lease shall be for a period of three (3) years (said term hereinafter called the "Lease Term"). The Lease Term and the rent shall commence two (2) days subsequent to the date of mutual execution of this Lease, and shall continue for thirty-six (36) months thereafter ("Commencement Date"). In the event that the Commencement Date is other than the first day of the month the Lease Term shall be thirty-six (36) months plus the number of days remaining in the month that the Lease commences. Tenant shall pay Landlord in advance of occupancy the first month's rent as well as the prorated rent, if applicable, for the number of days in the month that the Commencement Date occurs if other than the first day of the month.

3. **EARLY TERMINATION.** Tenant shall have the option to be released from its lease obligation by first giving Landlord a written NOTICE OF INTENTION TO VACATE THE PREMISES. Tenant shall provide Landlord with a minimum of one hundred twenty (120) days written notice prior to the effective date of the early lease termination date and shall reimburse Landlord for unamortized tenant improvements, if any, and the unamortized leasing commission paid by Landlord from the effective date of the early lease termination to the then applicable lease termination date.



4. RENT. The rent during the first twelve (12) months of the lease shall be Five Thousand Dollars (\$5,000) NNN and shall be paid to James G. Moulton at 1388 West Dickinson Ferry Road, Merced, CA 95341, or at any other location specified by Landlord in writing to Tenant.

5. COST OF LIVING ADJUSTMENT. The annual rent shall be adjusted upon the first day immediately following the expiration of 12 full calendar months from the Commencement Date and upon the expiration of each 12 months thereafter (including any lease renewal terms), in accordance with the changes in the State of California Consumer Price Index – All Urban Consumers (CPI). The monthly rent will be increased to an amount equal to the current monthly rent of \$5,000 multiplied by a fraction the numerator of which is the CPI for the month of February immediately preceding the adjustment date, and the denominator of which is the CPI for the month of February 2016; provided, however, that the annual rent adjustment increase shall not be less two percent (2%) per year or greater than five percent (5%) per year regardless of the actual change in the CPI.

6. OPTION TO RENEW. Provided that Tenant is not in default in the performance of this Lease, Tenant shall have an option to renew the Lease for three (3) consecutive one (1) year renewal terms commencing at the expiration of the initial lease term and, if applicable, the expiration of subsequent renewal terms. All of the terms and conditions of the Lease will apply during the renewal term, except that the rent will be increased to an amount equal to the rent for the period immediately prior to the commencement of the renewal term in question multiplied by a fraction the numerator of which is the Consumer Price Index ("CPI") for the State of California-All Urban Consumers for the month of February immediately preceding the adjustment date and the denominator of which is the CPI for the month of February 2016 provided however that the rent shall be adjusted upward by no less than two percent (2) and no more than five percent (5%) on each adjustment date. In order to exercise the lease renewal option Tenant must notify Landlord in writing no more than six months prior to, nor less than four months prior to, the expiration of the then current lease term of Tenant's intent to exercise the lease renewal option.

7. HOLDING OVER. If after expiration of the term, Tenant remains in possession of the premises, at the option of the Landlord, Tenant shall become a Tenant from month-to-month only, upon all provisions of this Lease (except as to term and base rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to an amount equal to one hundred and twenty percent



(120%) of the rent being paid for the month the Lease expires. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, he shall give the other party not less than thirty (30) days advance written notice of the date of termination. Any option to renew, extend or purchase, or other options, do not survive the expiration of this Lease.

8. **LATE CHARGE; INTEREST; NSF CHECKS.** Tenant acknowledges that either late payment of rent or issuance of a NSF check may cause Landlord to incur costs or expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and Late Charge imposed on Landlord. If any installment of rent due from Tenant is not received by Landlord within ten (10) calendar days after due date, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, TWO HUNDRED FIFTY DOLLARS (\$250) as late charge, plus 10% interest per annum on the delinquent amount and \$40 dollars as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due or prevent Landlord from exercising any other rights and remedies under this agreement and as provided by law.

9. **ALTERATIONS, REPAIRS AND MAINTENANCE.** Tenant shall not make any alterations to, or changes to, the Premises without the prior written consent of Landlord. Tenant shall give fifteen (15) days prior written notice to Landlord before contracting for any work or repairs to the Premises that might subject the Premises to any mechanic's, materialmen's, or other lien, for the purpose of enabling Landlord to post notices of non-responsibility, and Tenant shall cause any such lien which secures any labor, services, materials or supplies alleged to have been furnished Tenant to be fully discharged and released at the time performance of the secured obligation matures or becomes due, except for furnishings, trade fixtures, signs and equipment. All alterations, improvements and changes to the Premises made by Tenant shall be the property of Tenant and may be removed upon termination at Tenant's option and the premises returned to its original condition at the time of possession reasonable wear and tear excepted.



Unless otherwise indicated upon the date of possession, Tenant acknowledges that the Premises are in good order and repair. Tenant shall at its own expense maintain the Premises in good and safe condition, including glazing, electrical wiring, and plumbing. Tenant shall be responsible for changing filters on the HVAC system as needed but no less than once every three (3) months and for having the HVAC system serviced annually. Tenant shall also be responsible for providing the Merced City Fire Department with required flow test reports. The costs incurred for normal routine maintenance of the HVAC system and fire sprinkler system, as well as any costs occasioned by Tenant's negligence and improper usage of the HVAC system and fire sprinkler system shall be borne by the Tenant. Any other costs associated with repairs to the HVAC system and fire sprinkler system shall be the responsibility of the Landlord.

The Premises shall be surrendered, at the termination of the Lease, in as good as condition as received, normal wear and tear excepted.

#### 10. INSURANCE.

(a) Landlord Insurance. Landlord shall maintain hazard insurance (excluding flood and earthquake insurance) covering one hundred percent (100%) replacement cost of the improvements throughout the Lease Term. Tenant shall reimburse Landlord for the cost of said insurance. As of 2016, said insurance cost is One Thousand Five Hundred Fifty-One Dollars (\$1,551.00) a year.

(b) Tenant Insurance. Tenant shall at Tenant's expense (unless self-insured in which case Tenant shall provide Landlord with a certified letter so stating) maintain public liability insurance, including bodily injury and property damage, insuring Tenant and Landlord with a minimum coverage of one million dollars (\$1,000,000) combined single limits. If not self-insured, Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as additional insured. The policy shall require ten (10) days written notice to Landlord prior to cancellation or material change of coverage.

11. TAXES. Landlord shall pay all property taxes when they become due. Tenant shall reimburse Landlord, within sixty (60) days of receipt of a copy of the tax bill, for one hundred percent (100%) of the real property taxes



attributable to the Property. For the 2015/2016 tax year, the property tax was Four Thousand One Hundred Forty Dollars (\$4,140.00) which shall be prorated based upon the Lease Commencement Date and paid with the first month's rent.

12. **DEFAULT.** The happening of any of the following events shall constitute a default of this Lease by Tenant:

(a) Tenant's interest, or any part of its interest, in this Lease is assigned or transferred, either voluntarily or by operation of law; or

(b) A voluntary or involuntary petition in bankruptcy, or for reorganization, or for an arrangement, is filed by or against Tenant, or any member of Tenant if Tenant is a partnership or joint venture, or Tenant is adjudicated bankrupt or insolvent, or a receiver is appointed of the business or of the assets of Tenant, or Tenant makes a general assignment or any assignment for the benefit of its creditors; or

(c) Tenant, after notice, fails to remedy any default in the payment of any sum due under this Lease within fifteen (15) days after such notice or in keeping of any term, covenant or condition of this Lease with all reasonable dispatch, in any event not exceeding thirty (30) days after such notice; or

(d) Tenant abandons or vacates the Premises.

13. **ATTORNEY'S FEES.** If any Party or Broker brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

14. **WAIVER.** No failure of Landlord to enforce any term of this Lease shall be deemed to be a waiver. No purported waiver of any provision



of this Lease shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

15. NOTICES. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at 678 West 18 Street, Merced, California 95340, with a copy to City Attorney, City of Merced, 678 West 18th Street, Merced, California 95340 or to Landlord at James G. Moulton and Lynda S Moulton – 1388 West Dickinson Ferry Road, Merced, California 95340 or at such other place as may be designated by the parties from time to time. Notice shall be effective five (5) days after mailing, or immediately upon personal delivery.

16. ORDINANCES AND STATUTES. Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force or which may later be in force.

17. LANDLORD'S WARRANTY OF TITLE. Landlord represents and warrants that:

(a) Landlord is the sole owner in fee simple of the Premises and has full right and power to grant the estate demised and to execute and perform this Lease; and

(b) The Premises will remain free and clear of all encumbrances that could adversely affect Tenant's leasehold estate.

18. QUIET ENJOYMENT. Landlord covenants and agrees that so long as Tenant observes and performs all the agreements and covenants required of it hereunder, Tenant shall peaceably and quietly have, hold, and enjoy the Premises for the term of the Lease without any encumbrance or hindrance by Landlord.

19. TENANT'S OBLIGATIONS UPON VACATING PREMISES. Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address.



20. **DAMAGE.** Tenant shall be responsible for any damage to Landlord's Premises which may result from Tenant's activities conducted on the Premises.

21. **EXHIBITS.** The Exhibits attached hereto are incorporated herein by this reference as if set forth in full.

22. **MISCELLANEOUS PROVISIONS.**

(a) *Entire Agreement.* This Lease and exhibits hereto contain the complete, final, entire and exclusive expression of the agreement between the parties hereto, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto not expressly set forth in this Lease shall be null and void.

(b) *Section Headings.* The section headings contained in this Lease are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) *No Reliance on Other Parties.* All parties to this Lease declare that, prior to the execution of this Lease, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection in order that they might intelligently exercise their own judgment in evaluating the contents of this Lease and making the decision to execute it. The parties each represent and acknowledge that in executing this Lease, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Lease with regard to the subject matter, basis or effect of this Lease.

(d) *Construction.* The provisions of this Lease shall be liberally construed to effectuate its purpose. The language of this Lease shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Lease. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.

(e) *Governing Law.* The validity and interpretation of this Lease shall be governed by the laws of the State of California without



giving effect to the principles of conflict of laws. Any action pursuant to this Lease shall be brought exclusively in state courts for Merced County.

(f) *Counterparts.* This Lease may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Lease is in the physical possession of the party seeking enforcement thereof.

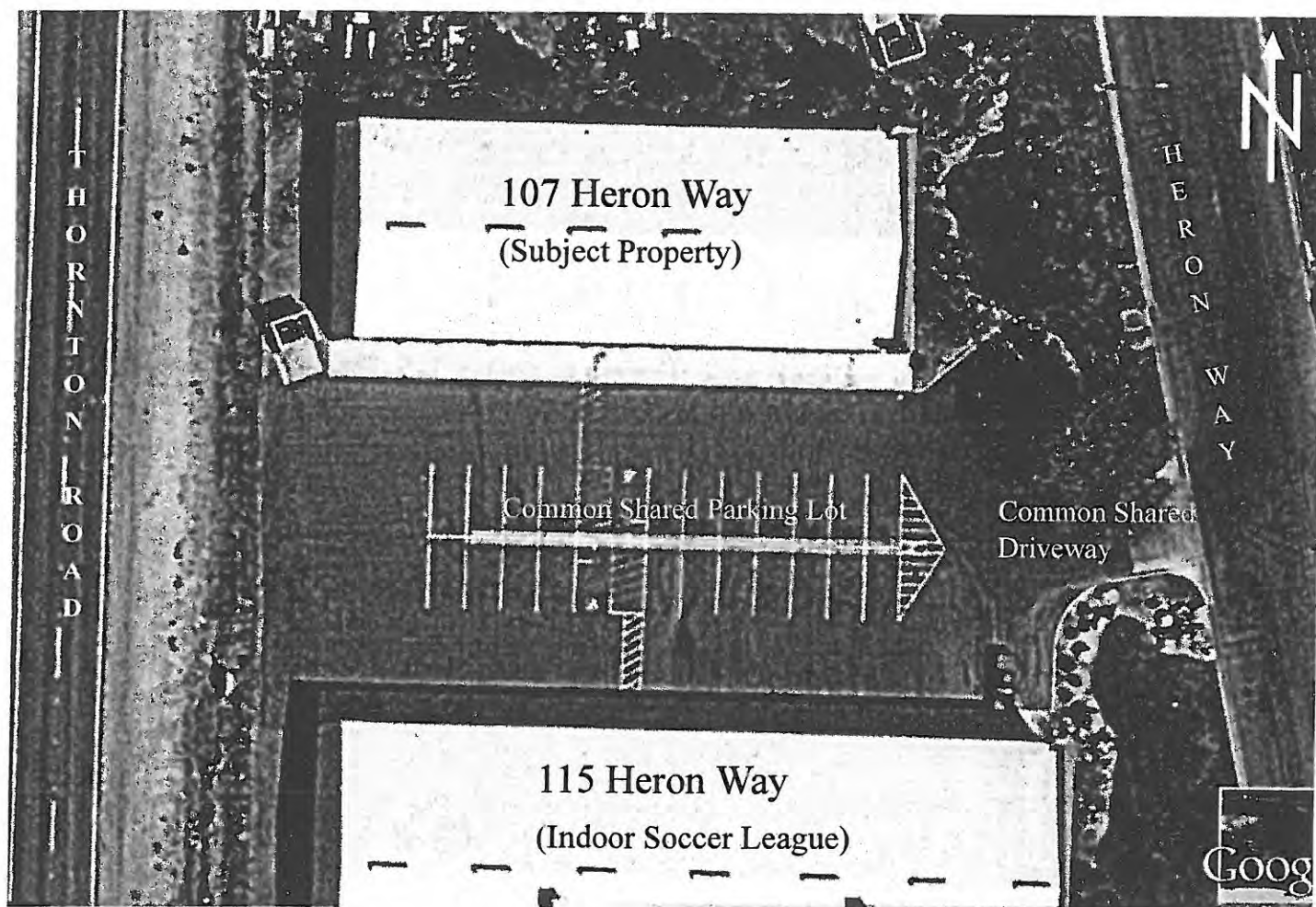
(g) *Authority to Execute.* Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Lease on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

(h) *Estoppel Certificates.*

(1) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been cancelled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrancer of the Property. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

(2) If Tenant does not deliver such statement to Landlord within such ten (10) -day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have

## Exhibit A



*jm*



not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

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

TENANT  
CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:


BY: Ken R 5/11/14  
City Attorney Date

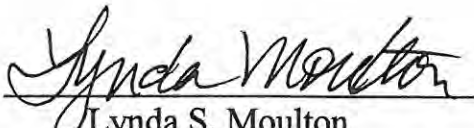
ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer



LANDLORD

BY:   
James G. Moulton

BY:   
Lynda S. Moulton

Taxpayer I.D. No. 553-17-2083

Business License No.: \_\_\_\_\_

ADDRESS: 1388 W. Dickinson Ferry Rd.  
Merced, CA 95341

TELEPHONE: (209) 777-6400

FACSIMILE: (209) 384-2581

E-MAIL: Jim.CCMarine@sbcglobal.net





# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item: H.21.**

**Meeting Date: 6/6/2016**

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**Report Prepared by:** *Jacob Struble, Lieutenant, Merced Police Department*

**SUBJECT:** Fiscal Year 2016-2017 Tow Service Agreement

### REPORT IN BRIEF

Approval of the 2016-2017 Master Tow Service Agreement.

### RECOMMENDATION

**City Council** - Adopt a motion approving **Resolution 2016-20**, a Resolution of the City Council of the City of Merced, California, establishing and approving the 2016-2017 Master Tow Service Agreement; and, authorizing the City Manager to execute the necessary documents.

### ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Return to staff for further follow up; or,
3. Deny.

### AUTHORITY

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

### DISCUSSION

The current fiscal year 2015-2016 Tow Service Agreement expires on June 30, 2016. The 2015-2016 Tow Service Agreement has worked out well for both the City of Merced and the rotational tow companies. It was based in large part on the approved Tow Services Agreement utilized by the California Highway Patrol for their tow rotation program.

The 2016-2017 Tow Service Agreement will be effective from July 1, 2016 to June 30, 2017. There are only minor changes made to this Agreement from the version approved by the City Council for the 2015-2016 fiscal year. These changes, which were primarily made to stay current with changes in the law and to reflect promotions within the police department, are as follows:

- Due to recent promotions within the department, references to Police Sergeant were changed throughout the Agreement to Police Lieutenant and likewise, references to Police Sergeant were changed to Police Captain.
- In Section 2 (C) of the Agreement [Rotation List] a notation was added to clarify that "[s]imply attaching a cable to or blocking a vehicle does not constitute recovery or load salvage

operations.”

- In Section 3 (J) [Tow Operators]: The language was added to require tow operators shall have a sufficient number of drivers in order to comply with hours-of-service requirements and to comply with intrastate and/or interstate hours of service pursuant to the relevant state regulations.

Currently there are ten (10) tow companies on the Merced Police Department rotational tow list that have been operating under the 2015-2016 Tow Service Agreement. These companies are: Allways Towing, Bill's Towing, C&S Towing, Pete's Auto Body, P&G Towing, Rich's Auto Body, Merced City Tow, TNB Towing, Takin Towing, and Freitas Auto Wrecking. In March 2016, each of these companies were informed that they needed to have their tow trucks inspected during the California Highway Patrol, Merced Area Office, annual open enrollment inspections. Based upon the information provided to date, all of these companies attended the California Highway Patrol annual open enrollment and passed the initial inspection for tow trucks. However, these tow companies must still pass their storage yard inspections prior to being eligible for the 2016-2017 Tow Service Agreement.

There is a need for a Tow Service Agreement to be in place between the City of Merced and the tow companies on the Merced Police Department rotational tow list. By having this Agreement in place, it allows the City of Merced Police Department to oversee the tow companies providing services for the Department's tow rotational list. This helps ensure that the residents of Merced are being treated fairly and professionally. Specifically, the 2016-2017 Tow Service Agreement allows for the Merced Police Department to inspect the tow companies' equipment and facilities to ensure they are being kept up to the standards outlined in the 2016-2017 Tow Service Agreement. By inspecting the tow companies' equipment and facilities, the Merced Police Department can ensure the safety and fair treatment of the residents of Merced.

## **ATTACHMENTS**

1. 2016-2017 Tow Service Agreement
2. Resolution

**City of Merced  
2016 — 2017  
TOW SERVICE  
AGREEMENT  
June 2016**

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**City of Merced  
Police Department  
TOW SERVICE AGREEMENT**

This Tow Service Agreement ("TSA") contains terms and conditions that a company agrees to comply with in order to receive and maintain a rotation tow listing with the City of Merced Police Department (hereinafter interchangeably referred to as "MPD" or "City"). Participation in the MPD Rotation Tow Program is voluntary and is not intended to be a main source of income. An operator, by agreeing to participate in the program, does not establish a contractual relationship with the MPD or the City, and is not acting as an agent for the MPD or the City when performing services under the TSA. Exceptions to compliance with the TSA shall not be authorized by verbal agreement. Any exceptions shall be documented as a written addendum to the TSA by an MPD Lieutenant who has been designated the authority to make such exceptions by the Chief of Police.

**1. TOW ROTATION**

- A. The Chief of Police for the City of Merced shall establish tow rotations for each class of tow truck to facilitate the distribution of calls and meet the needs of the MPD with regards to response time and availability of tow services.

**2. ROTATION LISTS**

- A. A call to an operator shall constitute one turn on the list and the operator shall be moved to the bottom of the list.
  - 1) This includes when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time.
- B. If it is determined the operator is not needed and is canceled by the MPD, up to and including arrival on scene and standby time which does not result in a tow, there shall be no charges and the operator shall be placed back at the top of the list.
- C. If the operator responds to a MPD call and is canceled by the vehicle's registered owner or agent, prior to the operator taking possession of the vehicle, there shall be no charge and the operator shall be placed back at the top of the list.
  - 1) Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun (Section 3068.1(a) of the California Civil Code (hereinafter referred to as "CC") and Section 22851(a)(1) of the California Vehicle Code (hereinafter referred to as "CVC")).



- 2) Whenever a vehicle owner returns to a vehicle that is in possession of a towing company prior to the removal of the vehicle, the owner may regain possession of the vehicle from the towing company if the owner pays the tow company the towing charges (Section 22851(a)(2) CVC).

Note: Simply attaching a cable to or blocking a vehicle does not constitute recovery or load salvage operations.

- D. Nothing in the TSA shall prohibit the on scene supervisor, from requesting a specific tow company when, in their opinion, the necessary resources to clear a hazard are not available from the tow company currently at the top of the rotation tow list.
  - 1) In such an instance, the selected company would then go to the bottom of the list and those tow companies which were by-passed would remain in the same list order.
- E. Nothing shall prohibit a Class B, C, or D operator from maintaining a position on a lighter class rotation list, provided the tow truck meets the equipment specifications for that class of operation.
  - 1) Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when vehicle recovery operations require a larger class tow truck.

### **3. TOW OPERATORS**

- A. Operators applying for the rotation tow program shall have a minimum of three (3) verifiable years for-hire towing experience, as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for a rotation tow listing.
  - 1) The three (3) verifiable years' for-hire experience shall be decided by the MPD.
- B. Operators and owners who do not meet the three (3) verifiable years' for-hire towing experience, may be considered if a full-time manager is employed who possesses three (3) verifiable years for-hire tow experience, as an owner, principal or full-time manager.
  - 1) The three (3) verifiable years' for-hire experience, as an owner, principal, or full-time manager shall be decided by the MPD.
- C. Management experience shall be decided and qualified by the MPD as follows:

- 1) The designation of “manager” implies general power and permits reasonable inferences that the employee so designated is invested with the general conduct and control of his employer’s business.
  - 2) An individual who has charge and control of a business and is vested with a certain amount of discretion and independent judgment.
- D. If the manager ceases to be employed by the company, the TSA shall be suspended until a new manager is approved by the MPD. Operators are obligated to report a change in manager to the Chief of Police or the designated MPD Lieutenant within 24 hours of a change in management/manager.
- E. All operators, managers, and tow truck drivers, involved with the MPD Rotation Tow Program, shall be fingerprinted annually for the purpose of conducting criminal history inquiries.
- 1) Any operator, manager, or tow truck driver who separates from the rotation tow program, in excess of one year, shall be fingerprinted for the purpose of conducting a criminal history regardless of prior criminal history clearances.
  - 2) An operator shall notify the MPD of any arrest and/or conviction of a tow truck driver, manager, or the operator, prior to the beginning of the next work shift.
    - a) Failure to make notification should be cause for disciplinary action.
  - 3) The designated MPD Lieutenant shall be notified immediately by an operator upon a manager’s or tow truck driver’s separation from the rotation tow program.
- F. Operators shall have all tow truck drivers involved with MPD rotation tow operations participate in a controlled substance and alcohol testing (CSAT) program.
- 1) Drivers requiring a Class A, Class B, or commercial Class C license (endorsed for hazardous materials transportation) shall participate in a CSAT program as defined in the Code of Federal Regulations, Title 49, Parts 40 and 382.
  - 2) Drivers not required to possess a Class A, Class B, or commercial Class C license shall be enrolled in a CSAT program substantially similar to the requirements outlined in Section 1) above.

- 3) The operator shall ensure selection pools for commercial and non-commercial licensed drivers are maintained separately.
  - 4) A driver possessing a non-commercial driver license who returns with a positive test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver license.
- G. The operator shall provide proof of enrollment in a CSAT and/or similar CSAT program to the MPD during the enrollment period.
- H. The operator, manager, and all tow truck drivers shall be enrolled in the Employer Pull Notice (EPN) program.
- 1) The operator shall provide a current list of managers and drivers, and a copy of the current EPN report, or in the case of a newly hired tow truck driver, proof of enrollment in the EPN program, for all managers and drivers to the MPD during the enrollment period.
  - 2) The operator's signed and dated EPN report shall be kept on file in the operator's office.
  - 3) Upon the addition of new managers or drivers, an operator shall be granted a maximum of 30 days to enroll drivers in the EPN.
- I. Operators shall have a Carrier Identification (CA) number and a valid Motor Carrier Property (MCP) permit. MCP documentation shall be provided to the MPD during the enrollment period.
- 1) The expiration of an operator's MCP and/or suspension of the MCP, pursuant to CVC Section 34623, shall result in the immediate suspension of the tow operator, as well as additional disciplinary action which may be imposed by the MPD Lieutenant.
- J. Operators shall have a sufficient number of drivers in order comply with hours-of-service. All drivers shall comply with intrastate and/or interstate hours of service pursuant to Title 13, Sections 1212 and 1212.5 of the California Code of Regulations.
- 1) Operators shall ensure their drivers' record of duty status complies with Title 13, Section 1213 CCR.
- K. The operator shall maintain a current list of drivers available for inspection any time by MPD.

#### **4. TOW OPERATOR'S BUSINESS**

- A. An operator's place of business shall have a sign which clearly identifies it to the public as a tow service.
  - 1) The sign shall have letters which are clearly visible to the public from the street and shall be visible at night.
- B. Business hours shall be posted in plain view to the public.
- C. An operator's place of business shall have posted in plain view to the public the "Towing Fees and Access Notice" and copies of notice readily available to the public pursuant to Section 22651.07(a)(1)(A) CVC.
  - 1) The "Towing Fees and Access Notice" shall be a standardized document plainly printed in no less than 10-point type and shall contain the required language pursuant to Section 22651.07(d) CVC.
- D. An operator's place of business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner, manager, or employee during normal business hours.
  - 1) Normal business hours shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
- E. If an operator's place of business is staffed with only one employee, the business office may be closed for one hour at lunch and the following shall apply:
  - 1) A sign shall be posted which reflects a lunch closure and a phone number where a request by a vehicle's owner/agent shall result in an immediate response to release property or a vehicle.
  - 2) Response to the office shall be within the time frame required for a normal MPD Class A tow.
- F. The operator shall maintain records of all tow services furnished at the operator's primary office (Note: printable electronic records are acceptable).
  - 1) Invoices shall contain the required itemized information pursuant to Section 22651.07(e) CVC.

- 2) Itemized invoices shall contain a distinct notice upon the invoice stating "Upon Request, you are entitled to receive a copy of the "Towing Fees and Access Notice." This notice shall be contained within a bordered text box, printed in no less than 10-point type pursuant to 22651.07(a)(1)(B)(3) CVC.
- G. The operator's primary business office shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, driver's record of duty status (intrastate and/or interstate), and Federal Communication Commission licensing (if applicable), and non-MPD tows.
- H. The MPD may inspect all operator records relating to compliance with the TSA without notice during normal business hours.
- I. Operators shall permit the MPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.
  - 1) The MPD shall provide a receipt for any record removed from the place of business.
- J. An operator shall maintain business records for a period of two (2) years (effective July 1, 2012), plus the current term of this TSA, and shall make them available for inspection.
  - 1) Failure of the operator to comply with the aforementioned inspection requirements shall be cause for disciplinary action as set forth in subsection 22 of this TSA

## **5. FINANCIAL INTEREST**

- A. No operator or applicant shall be directly involved in the towing-related business of any other operator or applicant within the MPD Tow Rotation.
- B. The sale or transfer of the controlling interest in a company shall immediately terminate the TSA.
  - 1) A new owner may apply for the rotation tow program at any time during the remainder of the current TSA term, regardless of the enrollment period.
- C. No operator or applicant shall share equipment with any other operator or applicant involved with the MPD rotation tow list (excluding equipment which may be unavailable due to repairs, equipment replacement, or the operator is involved in the Salvage and Recovery List).



## 6. RESPONSE TO CALLS

- A. The operator shall respond to calls 24 hours a day, seven (7) days a week, within the maximum response time limits established by the MPD.
  - 1) The maximum response time to a rotational call shall be thirty (30) minutes from the time the operator receives the call from MPD.
- B. An operator or tow truck driver shall respond with a properly equipped tow truck of the class required to tow the vehicle, perform vehicle recovery (e.g., rollover, down embankment, etc.), provide service (e.g., fuel, flat tire change, etc.), and be in possession of the appropriate class of drivers license, applicable endorsements, and permits.
  - 1) Any applicable permits (e.g., load variance, oversize,) shall be valid and maintained in the tow truck.
- C. The operator shall advise MPD dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time.
  - 1) If, after accepting the call, the operator is unable to respond or will be delayed in responding, the operator shall immediately notify the MPD Communications Center.
- D. A failure to respond to towing or service calls, and/or repeated failures to meet maximum response time requirements, without justification, shall result in disciplinary action as set forth in Subsection 22 of this TSA. (This includes refusing to respond for junk vehicle calls. The validity or the justification for failure to respond to calls shall be determined by the MPD.)
- E. If service, other than towing, recovery, and load salvage, is canceled by the vehicle's registered owner or agent; no lien shall arise for the service unless the operator has presented a written statement to the vehicle's registered owner or agent for the signed authorization of services to be performed pursuant to Section 3068 (a) of the Civil Code.
  - 1) The operator shall not attempt to take possession of a vehicle in order to establish a lien for any non-towing services performed, or initiated and subsequently canceled.
- F. Nothing shall prohibit a Class B, C, or D tow truck from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation.

- 1) Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when vehicle recovery operations require a larger class tow truck.
- G. On scene supervisor(s) may authorize an operator to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call.
- H. If two or more operators are called to the same incident, distribution of the vehicles shall be at the discretion of the MPD officer and/or the on scene supervisor.
- I. When an operator will be temporarily unavailable to provide services due to a preplanned or scheduled activity, the operator shall notify the MPD communications center at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.
- J. Only tow truck personnel and equipment requested shall respond to a MPD call (e.g., tow truck driver bringing significant others, family members, friends, pets, etc. is not allowed).
- 1) Exception would be responding a tow truck driver trainee with an approved rotation tow truck driver and only if a CHP 234F, Tow Operator/Driver Information, has already been submitted for the trainee to the MPD.
- K. An operator/tow truck driver shall not respond to a MPD call assigned to another operator or re-assign a call to another tow operator, unless requested to do so by the MPD.
- 1) Nothing would preclude the assigned operator/tow truck driver from responding to an incident to ascertain if additional assistance or equipment is required.
- L. There shall be no additional charge for any personnel or equipment, which is not necessary to perform the required service.
- M. There may be times when the operator/tow truck driver assigned the initial call may require assistance from an additional operator/tow truck driver.
- 1) In such case, the assigned operator/tow truck driver may, with the concurrence of the scene manager, request a specific operator/tow truck driver for additional assistance.
  - 2) The operator/tow truck driver's approved request shall be routed through the MPD.

- N. There may be times when an operator/tow truck driver, who was not called to the scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and the on-scene officer requests assistance in clearing the roadway.
- 1) In such a case, the operator/tow truck driver may be requested by the officer to move the vehicle to a safe location and leave it.
  - 2) There shall be no charge for this assistance and the assistance provided shall not change the operator's place in the rotation.
    - a) Violations of Section 22513 CVC shall result in disciplinary action as set forth in Section 22 of this TSA.
  - 3) If the operator/tow truck driver is requested to provide service at the scene resulting in a tow, the service shall constitute one turn and that company would be moved to the bottom of the list.

## **7. STORAGE YARD**

- A. The operator shall be responsible for the safekeeping and prevention of vandalism of all vehicles and contents, which are stored or impounded by the MPD.
- 1) At a minimum, a permanent securely fenced or an enclosed storage area of an adequate size shall be provided for the proper storage of vehicles.
- B. The primary storage yard shall be at the same location as the business address.
- 1) Stored/impounded vehicles shall be at the primary storage yard.
  - 2) This requirement may be waived if justification exists by a written addendum from and with the discretion of the designated MPD Lieutenant.
- C. A secondary storage yard shall be located reasonably close to the main business office.
- 1) There shall be no charge to the vehicle's owner/agent for towing a vehicle from a secondary storage yard to the primary storage yard.
- D. Tow operators shall maintain sufficient storage spaces.
- 1) A secondary storage yard shall only be utilized if the primary storage yard is full.

- a) This requirement may be only waived by a written addendum from the MPD if grounds exist to justify the waiver in the discretion of the MPD or designated MPD Lieutenant.
- E. A storage yard owned by an operator and shared with another operator shall only be approved if the owner/operator charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.
- F. A storage yard shared by operators, or any other business establishment(s) regardless if owned by the operator or not, shall be physically separated and secured from each other. (Which includes business records related to the tow company.)
- G. Prior to the utilization of a new storage yard, which was not listed on the CHP 234A, Rotation Tow Listing Application, the operator shall obtain approval from the designated MPD Lieutenant.
- H. An operator's employee shall be properly trained to conduct business transactions related to towing, storage, and release of vehicles/property.
- I. Upon approval from the MPD, the operator or their employee shall release personal property from a vehicle, which has been stored/impounded by the MPD at the request of the vehicle's registered owner or agent pursuant to Sections 22851(b) and 22651.07 of the CVC.
  - 1) A receipt shall be provided for the removed personal property, with a copy placed in the stored/impounded vehicle.
    - a) This procedure shall also apply to the removal of property by the tow operator and/or their employee to a secured area within the business.
- J. Personal property and/or the vehicle shall be released at the primary storage yard.
  - 1) Personal property or a vehicle release from a secondary storage yard shall only be granted if it's acceptable to the vehicle's registered owner or agent.
    - a) Personal property is considered to be items which are not affixed to the vehicle. Personal property includes, but is not limited to: papers, cell phones, pull-out radios, clothes, luggage, tools, etc.

- K. No fee shall be charged for the release of personal property during normal business hours pursuant to Sections 22851(b) and 22651.07(c)(1) of the CVC.
  - 1) The maximum charge for a non-business hours release shall be one-half the hourly tow rate charged, or less, for initially towing the vehicle pursuant to Section 22851(b) of the CVC.
  - 2) No lien shall attach to any personal property in or on the vehicle pursuant to Section 22851(b) of the CVC.
- L. The operator shall keep a written record of every vehicle stored/impounded for a period longer than 12 hours pursuant to Section 10650(a) of the CVC.
  - 1) The record shall contain the name and address of the person storing or requesting the tow, the names of the owner and driver of the vehicle (if ascertainable), and a brief vehicle description (make, model, license plate number, and any vehicle damage) pursuant to Section 10650(b) of the CVC. All records shall be kept for one year from the commencement of storage and shall be open to inspection by any peace officer. Upon termination of the storage, a statement shall be added to the record as to the disposition of the vehicle, including the name and address of the person to whom the vehicle was release and the date of such release.

## **8. TOW TRUCK DRIVERS**

- A. The operator shall ensure tow truck drivers responding to calls initiated by the MPD are competent and have completed a Tow Service Agreement Advisory Committee ("TSAAC") approved tow truck driver training program.
  - 1) The TSAAC approved tow truck driver training course list is contained in Attachment A of this TSA.
    - a) Acceptable hands-on tow truck driver training programs shall be approved by the TSAAC. (On-line testing/certification will not be accepted.)
  - 2) Effective July 1, 2016, all drivers shall provide documentation that they have completed Traffic Incident Management training in accordance with the Federal Highway Administration.
  - 3) Documentation of completion of an approved tow truck driver-training program within the past five (5) years shall be submitted along with the CHP 234F



- a) A CHP 234F shall include all convictions of felonies and misdemeanors.
- b) Tow truck driver training documentation shall be for the appropriate class of tow truck (e.g., a Class D driver shall have heavy duty tow driver's training documentation).

Note: A certificate for a higher level of training will be acceptable for all lower levels of tow trucks.

- c) All operator, managers and drivers shall be provided with written notification regarding the reason(s) for denial of an operator, manager, or driver's CHP 234F within 30 days.
- d) A failure to disclose any felony and/or misdemeanor convictions shall be cause for denial of a CHP 234F and is a misdemeanor pursuant to section 20 and 31 CVC.

- B. Completion and/or documentation of a tow truck driver's training does not indicate a sufficient level of competence.
- C. Tow truck drivers shall perform all towing and recovery operations in the safest and most expedient manner possible.
- D. Tow truck drivers shall be at least 18 years of age and shall possess the proper class of license and endorsements for the towed and towing vehicle.
- E. Uniforms: MPD rotation tow drivers shall wear an identifiable uniform (either shirt and pants, or coveralls) displaying the company and driver's names while engaged in MPD rotation tow operations.
- F. Personal Appearance: MPD rotation tow drivers shall represent a professional image. An unacceptable representation would include: unbathed, excessively dirty/torn uniform, body art, visible body piercing, etc.
- G. Safety Garments: MPD rotation tow drivers **shall** wear appropriate warning garments (e.g., vests, jackets, shirts, retro reflective clothing) during daylight and hours of darkness in accordance with California Code of Regulations, Title 8, Section 1598. If the tow truck driver is working on a Federal-aid highway, the operator **shall** comply with the guidelines contained in the Federal Code of Regulations, Title 23, Highways, Chapter 1, Federal Administration, Department of Transportation, Part 634, Worker Visibility, which requires high-visibility personal protective clothing to be worn that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004.

- H. Any felony or misdemeanor conviction of the operator or employee involving: stolen or embezzled vehicles and/or other property, including receiving stolen vehicles and/or other property, fraud related to the towing business, a crime of violence, a drug-related offense, driving while under the influence of alcohol or drugs, or a crime of moral turpitude shall be cause for suspension or removal of an operator/employee, denial of an operator/employee's application, or termination of the TSA.

## 9. TOW TRUCK CLASSIFICATIONS

**This section contains important information regarding the tow truck classifications required under this TSA. As such, you are required to initial each paragraph of this subsection in the box on the right hand side below each numbered subparagraph to acknowledge that you have read and understood these requirements and that you agree to abide by the requirements set forth below. Should you have any questions about the contents of this subdivision, please ask the designated MPD Sergeant.**

- A. An operator shall equip and maintain tow trucks covered under the TSA in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations ("CCR"), the specifications contained in this TSA, and in a manner consistent with industry standards and practices.

I understand and agree to this provision . . . . ☐

- B. All recovery vehicles (wreckers) shall have an extendable/retractable boom meeting the specifications contained in this TSA and the most recent electronic version of the CHP 234B, Tow Truck Inspection Guide.

- 1) Class D tow trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities.
- 2) An operator who has a car carrier is exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit and **shall not be used for recovery**.
- 3) An auto-loader without an extendable/retractable boom is an additional unit and **shall not be used for recovery**.
  - a) For purposes of the TSA, recovery is defined as a vehicle which is overturned, down an embankment, or otherwise not upright on its wheels.

I understand and agree to this provision . . . . ☐

- C. A violation of the gross vehicle weight rating ("GVWR") and/or safe-loading requirements of a tow truck should be cause for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when towing.

I understand and agree to this provision . . . . ☐

- D. There are four (4) classes of tow trucks covered under this TSA.

1) **Class A - Light Duty**

- a) An operator should maintain a minimum of one tow truck which has a manufacturer's GVWR of at least 14,000 pounds.

(1) After June 30, 2006, Class A 4-wheel drive tow trucks with a GVWR of less than 14,000 pounds may be listed as special equipment on the CHP 234A, Rotation Tow Listing Application. These tow trucks shall be used only for recoveries requiring the use of 4-wheel drive.

2) **Class B - Medium Duty**

- a) An operator should maintain a minimum of one tow truck with a GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle.

3) **Class C - Heavy Duty**

- a) An operator should maintain at least one three-axle tow truck with a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

4) **Class D - Super Heavy Duty**

- a) An operator should maintain at least one three-axle tow truck with a GVWR of at least 54,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

(1) If this class of tow truck is used exclusively for salvage and recovery operations, there is no requirement for providing and maintaining continuous air to the towed vehicle.

I understand and agree to this provision . . . . ☐

## 10. GENERAL EQUIPMENT SPECIFICATIONS

- A. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR and the classification system used by the American Trucking Association (“ATA”) and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.
- B. Identification Labels: Each piece of towing equipment shall have a manufacturer’s label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.
- C. Recovery Equipment Rating: The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).
  - 1) The structural design of the recovery equipment must have a higher load capacity than the performance ratings.
  - 2) Winches shall conform to or exceed the specifications set forth by the Recovery Equipment Rating, Society of Automotive Engineers (“SAE”) Handbook, SAE J706.
  - 3) All ratings for wire rope and chain assemblies are for the undamaged assembly condition. All wire rope and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (“OEM”) for the equipment.
- D. Control/Safety Labels: All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

## 11. INSPECTIONS

**This section contains important information regarding the inspection rights, frequency and requirements mandated by this TSA. As such, you are required to initial each paragraph of this subsection in the box on the right hand side below**

**each numbered subparagraph to acknowledge that you have read and understood these requirements and that you agree to abide by the requirements set forth below. Should you have any questions about the contents of this subdivision, please ask the designated MPD Sergeant.**

- A. The MPD will be utilizing the CHP to conduct all open enrollment inspections for this TSA. All tow companies, regardless if they are applying for CHP's TSA, shall have all their tow trucks inspected during the Merced Area CHP open enrollment inspections.

- 1) The MPD may conduct additional inspections without notice during normal business hours.

I understand and agree to this provision . . . . . ☐

- B. The operator shall not dispatch any tow truck which has not been inspected by CHP and approved by the MPD.

- 1) The MPD shall inspect a tow truck within thirty (30) days of a request from an operator prior to use in the Rotation Tow Program.
- 2) The MPD may request the CHP to conduct additional inspections for them.

I understand and agree to this provision . . . . . ☐

- C. The annual inspection shall consist of the following:

- 1) A tow truck inspection (CHP 234B, Tow Truck Inspection Guide) conducted by the California Highway Patrol during their open enrollment tow truck inspections.
- 2) A level One inspection (CHP 407F, Safetynet Driver/Vehicle Inspection Report) conducted by a commercial enforcement officer or Area tow officer with the assistance of a motor carrier specialist or commercial inspection specialist by the California Highway Patrol during their annual open enrollment tow truck inspections.
- 3) Tow trucks arriving for inspection shall be properly equipped as outlined on the CHP 234B, and ready for immediate response for service.

I understand and agree to this provision . . . . . ☐

- D. If two (2) or more CVC requirements on the CHP 234B, Page one, receive a failing mark, the inspected truck has failed the initial annual inspection



and shall count against the 50 percent failure rate. An "Out of Service" violation on a CHP 407F shall count as a failure of the initial annual inspection.

- 1) Other than the two (2) or more CVC requirements, a tow truck may fail based on additional failed items outlined on the CHP 234B.

I understand and agree to this provision . . . . ☐

- E. If 50 percent or more of the operator's tow trucks fail the initial annual inspection, the operator's application shall be denied and the operator may reapply during the next open enrollment period.

- 1) The operator whose trucks have successfully passed the initial annual inspection, by more than 50 percent but still have some tow trucks which failed, shall be allowed one re-inspection for those failed tow trucks.

I understand and agree to this provision . . . . ☐

- F. The intent of these inspections is to ensure operators are involved in an ongoing safety maintenance program for their tow trucks. The annual inspection is not intended to find out what needs to be repaired/replaced on an operator's tow truck. A tow truck responding to a MPD call should be properly equipped and operating in a safe condition.

I understand and agree to this provision . . . . ☐

- G. Tow trucks that fail the CHP initial annual inspection cannot be appealed to the MPD. Tow truck operators/owners must follow CHP procedures for any and all appeals related to tow truck inspections.

I understand and agree to this provision . . . . ☐

H. Special Equipment

- 1) To properly and safely tow, service, or recover the wide variety of vehicles being operated on the highway, a towing procedure may require the use of special equipment specifically designed for the purpose. This special equipment shall be listed on the operator's CHP 234A, Rotation Tow Listing Application, and should be used when appropriate.

- 2) All special equipment listed on the CHP 234A shall be accounted for during the annual inspection or when additional equipment is added.
- 3) Any special equipment which requires certification/inspection of the equipment and/or operator (e.g., cranes, forklifts, etc.), the applicable and current certification/inspection document(s) shall be provided to the MPD at the time of enrollment or as equipment is added by an operator.

I understand and agree to this provision. . . . ☐

## 12. RATES

- A. Fees charged for calls originating from the MPD shall be reasonable, valid, and not in excess of those rates charged for similar services provided in response to requests initiated by a public agency or private person.
  - 1) Reasonableness shall be determined as compared to other similar rates.
  - 2) Validity shall be based upon the following: telephone quotes, invoices, posted rates, and charges to retail customers, etc.
- B. Based upon the average of the proposed fees submitted, the Chief of Police, or his designee, shall determine the reasonableness and validity of all submitted rates (i.e., storage, nonskilled labor, special equipment, etc.).

NOTE: Non-skilled labor is defined as work which requires no special training or experience for performing the work adequately.

- C. An operator who submits a rate which is determined by the Chief of Police, or his designee, to be unreasonable and/or invalid shall be allowed to re-submit rates only once.
  - 1) If the re-submitted rate is determined to be unreasonable and/or invalid, the operator shall be disqualified from participating in that class for which the rate was unacceptable, or charge for services in which the rate was submitted, until the next enrollment period.
  - 2) An operator shall be provided with written notification regarding the disqualification within 30 days.
- D. Rate requirements represent the maximum an operator may charge on a MPD call per hour.

- 1) An operator is not precluded from charging less when deemed appropriate by the operator.
  - 2) These requirements shall not be construed as requiring a charge if an operator would not normally charge for such service.
- E. Any operator who charges rates above the submitted rates for a MPD call shall be subject to disciplinary action.
- F. In an effort to remain competitive in the open market, the operator may lower retail rates at any time by notifying the MPD.
- 1) When an operator lowers the retail rate, that retail rate becomes the operator's new approved rate.
- G. A valid bank credit card or cash payment shall be accepted for payment of storage and/or towing pursuant to Sections 22651.1 and 22651.07(c)(4) of the CVC.
- 1) A surcharge shall not be imposed upon a cardholder who elects to use a credit card for payment pursuant to Section 1748.1 of the CC and section 22651.07(c)(4) of the CVC.
- H. The approved schedule of rates charged by the operator shall be available in the tow truck, and shall be presented upon demand to the vehicle owner/agent for whom the tow service was provided or any MPD officer at the scene.
- I. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an operator's storage yard to the front of the business establishment.
- J. Operators may only raise rates during the enrollment period or upon approval after a midterm review.
- K. Tow Rates
- 1) The rate for towing should be computed from portal to portal when a vehicle is towed to the operator's storage yard.
    - a) Portal to portal is defined as follows: Time shall start from either the point of dispatch or upon departure from the place of business, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or completion of the call, if another call is pending, whichever is shorter.

- 2) The time expended for towing a vehicle back to the operator's storage yard should be charged at a rate not to exceed the hourly rate.
  - a) Time expended in excess of the hourly rate shall be calculated in no more than one-minute increments.
  - b) There shall be no additional charges for mileage, etc.
- 3) A clear, itemized, and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice pursuant to Section 22651.07(e)(7) of the CVC.
- 4) The operator may submit two retail hourly tow rates to the MPD Sergeant: One rate for calls originating during normal business hours and one rate for calls originating after business hours.
- 5) The operator shall base charges for the class of vehicle being towed or serviced, regardless of the class of tow truck used, except when vehicle recovery operations require a larger class tow truck, and only during the time of recovery.

L. Service Call

- 1) The operator may charge up to a 30-minute minimum per call for any service which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of an officer or returned to the operator's storage yard.
- 2) Rates for a service call (out-of-gas, lockouts, tire changes, etc.) should be from portal to end of service.
- 3) Charges in excess of a 30-minute service call may be charged in no more than one-minute increments.
  - a) A clear, itemized, and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice pursuant to Section 22651.07(e)(7) of the CVC.
  - b) If the service cannot be performed safely at the vehicle's location, the vehicle may be moved to safe location to perform the service at the service call rate.
- 4) Fuel charges for gasoline dispensed on out-of-gas service calls shall be at the prevailing market rate.

M. Storage Fees

- 1) A vehicle stored/impounded for 24 hours or less shall be charged not more than one day storage pursuant to Section 3068.1(a) of the CC.
  - a) If the vehicle is released from storage after 24 hours has lapsed, charges may be allowed on a full calendar-day basis for each day of storage or part thereof pursuant to Section 3068.1(a) CC.
- 2) Storage of vehicles in combination should be charged a per vehicle rate except for dollies, con-gear, vehicle on a car carrier/trailer, etc.
  - a) Dollies and con-gear, not in combination, may be charged a storage rate not to exceed Class A storage fees.
- 3) Inside storage fees shall only be charged when inside storage is requested by the MPD, registered owner, legal owner, insurance company, or when the inside storage can be justified by the tow operator.
- 4) The operator shall display in plain view at all cashiers stations, a sign as described in Section 3070(d)(2)(E) of the CC, disclosing all storage fees and charges in force, including the maximum storage rate.

N. Lien Fees

- 1) If a vehicle has been determined to have a value exceeding four thousand (\$4000.00), pursuant to Section 22670 of the CVC, the lien shall be satisfied pursuant to section 3071 CC (See Section 3074 of the CC).
- 2) The lien holder may charge a fee for lien sale preparation not to exceed seventy dollars (\$70.00), for a vehicle valued at four thousand dollars (\$4000.00) or less and not to exceed one hundred dollars (\$100.00) for a vehicle valued at greater than four thousand dollars (\$4000.00) (Section 3074 of the CC).
  - a) These charges may commence when the lien holder requests the names and addresses of all persons have an interest in the vehicle from the Department of Motor Vehicles (Section 3074 of the CC)
  - b) Not more than 50 percent of the allowable fee may be charged until the lien sale notifications are mailed to all interested parties and the lien holder or registration service



agent has possession of the required lien processing documents (Section 3074 of the CC).

- c) This charge shall not be made in the case of any vehicle redeemed prior to 72 hours from the initial storage (Section 3074 of the CC).

### **13. COLLUSION**

- A. An operator and/or applicant shall not conspire, attempt to conspire, or commit any other act of collusion with any other operator or applicant for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the TSA that would bring about any unfair condition which could be prejudicial to the MPD, the motoring public, or other operators.
- B. A finding by the MPD that any operator or applicant has been involved in collusion shall be cause for denial of an application or shall nullify the TSA. Any operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on all MPD rotation tow lists for the current term plus three years.

### **14. INSURANCE**

- A. The operator shall obtain, pay for, and maintain in full force and effect during the term of this TSA all policies of insurance required hereunder with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide:
  - 1) Commercial General Liability insurance which shall be on the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 or CA 00 05 and include coverage for "bodily injury," "broad form property damage," and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), and contractual liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - 2) Uninsured Motorist- Legal minimum, combined single limit.
  - 3) Business Automobile Liability insurance which shall be on the most current version of the Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01 and include coverage for "garagekeepers legal liability," "on-hook liability," and "cargo liability" with limits of not less than \$1,000,000 per occurrence including:

- a) On hook or cargo insurance insuring the vehicle in tow with a max deductible of \$1,000 and the limits based on the size of the tow truck as follows:
- Class A tow truck \$50,000
  - Class B tow truck \$100,000
  - Class C tow truck \$200,000
  - Class D tow truck \$250,000
- b) Garage keepers liability with the following limits:
- |                       |   |
|-----------------------|---|
| 10 or fewer vehicles: | Minimum limit \$100,000<br>Maximum deductible \$1,000   |
| 11-25 vehicles:       | Minimum limit \$250,000<br>Maximum deductible \$1,000   |
| 26-50 vehicles        | Minimum limit \$500,000<br>Maximum deductible \$1,000   |
| Over 50 vehicles:     | Minimum limit \$1,000,000<br>Maximum deductible \$1,000 |
- c) Workers' Compensation insurance as required under the California Labor Code.

- B. The above mentioned policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation, change, or reduction in coverage. Such notice shall be provided to the City Clerk at the following address:

City of Merced  
Attn: City Clerk  
678 West 18th Street  
Merced, California 95340

In the event any policies are due to expire during the term of this TSA, the operator shall provide a new certificate and all applicable endorsements evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, the operator shall file with City a new certificate and all applicable endorsements for such policy(ies).

- C. The Commercial General Liability and Business Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an

additional insured. Such policies of insurance shall be endorsed so the operator's insurance shall be primary and no contribution shall be required by City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. The operator shall have furnished City with the certificates and applicable endorsements for ALL required insurance mentioned herein prior to the operator's commencement of tow operations under this TSA including, but not limited to, an endorsement evidencing the City, its officers, officials, agents, employees and volunteers are additionally insured under the policy. The operator shall furnish City with copies of the actual policy(ies) upon City's request at any time during the term of this TSA or any extension thereof, and this requirement shall survive termination or expiration of this TSA.

- D. If at any time during the life of this TSA or any extension, the operator fails to maintain the insurance required herein in full force and effect, all operations called for in this TSA shall be discontinued immediately, and all payments due or that become due to the operator shall be withheld until notice is received by City that the required insurance mentioned herein has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City.
- E. Failure of operator to maintain the minimum insurance requirements set forth in this TSA shall be sufficient cause for City to immediately terminate this TSA. In such instance, the tow operator will be removed from the tow rotation list.

## **15. INDEMNITY**

The operator shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, 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 the operator or the operator's officers, employees, volunteers, and agents during performance of this TSA, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of the operator or its employees, subcontractors, or agents, or by the quality or character of the operator's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused solely by the gross negligence of the City. It is understood that the duty of the operator to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this TSA does not relieve the operator from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this TSA and 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 TSA and by way of his or her

initials below, the operator acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

I have read the foregoing indemnity provision and understand its contents. I agree to the provisions of this section ..... ☐

#### **16. INDEPENDENT CONTRACTOR**

It is expressly understood that the operator is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. The operator shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should the operator desire any insurance protection, the operator is to acquire same at its expense. In the event the operator or any employee, agent, or subcontractor of the operator providing services under this TSA 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, the operator 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 the operator 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.

#### **17. ANNUAL OPEN ENROLLMENT/MEETINGS**

- A. The MPD Lieutenant shall conduct, at a minimum, one (1) annual open enrollment meeting to discuss the forthcoming TSA term and issues concerning the rotation tow program.
  - 1) The MPD shall provide a 30-day written notice of the meeting to operators currently approved for the rotation tow program and to those new operators expressing interest.
    - a) The written notice shall be sent via certified mail, hand delivered, or electronically delivered with confirmation received by MPD within 24 hours, or next business day.
  - 2) If an operator or operator's designee fails to attend the annual open enrollment meeting, the operator's application for the forthcoming TSA term shall be denied.
    - a) The operator shall be provided with written notification of the denial and may re-apply during the next open enrollment.
- B. Any subsequent meetings, outside the open enrollment meeting, shall be mandatory for the operator or operator's designee.

- 1) The MPD shall give a 30-day written notice, if practical, of the meeting.
- 2) Failure to attend a meeting shall result in disciplinary action as set forth in Subsection 22 of this TSA.

## **18. DEMEANOR AND CONDUCT**

- A. While involved in MPD rotation tow operations or related business, the tow operator and/or employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following:
  - 1) Rude or discourteous behavior.
  - 2) Lack of service, selective service, or refusal to provide service which the operator is capable of performing.
  - 3) Any act of sexual harassment or sexual impropriety.
  - 4) Unsafe driving practices.
  - 5) Exhibiting any objective symptoms of alcohol or drug use.
    - a) The operator/tow truck driver shall submit to a preliminary alcohol-screening test upon demand of the MPD if an odor of an alcoholic beverage is detected upon his/her person.

## **19. TOW COMPLAINTS**

- A. All MPD related tow service complaints received or initiated by the MPD against a tow operator or tow operator's employees shall be accepted and investigated in a fair and impartial manner.
  - 1) The tow operator and their employees shall cooperate with MPD investigators during the course of an investigation.
- B. Alleged violations of the TSA shall be investigated by the MPD Lieutenant.
- C. The operator shall be notified in writing of the findings within 30-days of the conclusion of any investigation.
- D. Should the filing of criminal charges be a possibility, the MPD shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution if warranted.



- E. Complaints for violations of the law not normally investigated by MPD shall be referred to the agency with investigation jurisdiction.

## **20. COMPLIANCE WITH LAW**

- A. The tow operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.
- B. Any felony or misdemeanor conviction of the operator or employee involving: stolen or embezzled vehicles and/or other property, including receiving stolen vehicles and/or other property, fraud related to the towing business, a crime of violence, a drug-related offense, driving while under the influence of alcohol or drugs, or a crime of moral turpitude shall be cause for suspension or removal of an operator/employee, denial of an operator/employee's application, or termination of the TSA.
- C. MPD personnel, as well as tow operators and their employees, shall neither be offered nor accept gratuities pursuant to Section 12110(a) of the CVC.
- D. No tow operator or their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Section 12110(c) of the CVC.
- E. An operator shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.
- F. An operator or employee arrested/charged for a violation involving any of the above crimes should be suspended until the case is adjudicated.

## **21. COMPLIANCE WITH TSA**

- A. The operator agrees, as a condition of inclusion in the rotation tow program, to comply with the terms and conditions of the TSA. Furthermore, the operator or operator's agent agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, termination, or denial of an application as set forth in Subsection 22 of this TSA).
- B. A violation of the equipment requirements related to safety shall be cause for immediate suspension.
  - 1) The suspension shall remain in effect until the suspension period is completed and the MPD has inspected the equipment and concluded the operator is in compliance.

- C. A violation of the GVWR and/or safe loading requirements of a tow truck may be cause for disciplinary action.
  - 1) This includes exceeding the tow truck's GVWR, front axle weight rating ("FAWR"), rear axle weight rating ("RAWR"), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.
- D. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension.
  - 1) The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the MPD.
- E. Any unsatisfactory terminal evaluation rating issued by the Motor Carrier Safety Unit ("MCSU") shall be cause for suspension.
  - 1) The suspension shall remain in effect until proof of a satisfactory compliance rating from the MCSU has been provided to the MPD.
- F. Allowing an incompetent tow truck driver to respond to a MPD call shall be cause for disciplinary action of the operator.
- G. An operator responding a tow truck driver to a MPD call (i.e., those drivers dispatched by the tow operator's business) who have not been approved by the MPD, shall be cause for disciplinary action of the operator:
- H. Tow operators and/or tow drivers shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.
  - 1) The on-scene investigating officer or incident commander shall make the determination when a tow operator may record a scene for tow related business reasons.
  - 2) In the event a tow operator is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the Merced Police Department.

## **22. DISCIPLINARY ACTION**

- A. The MPD Lieutenant shall take disciplinary action against an operator for violations investigated and sustained. Furthermore, the operator agrees that failure by the operator, or their agent, to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand,

suspension, denial of an application, or termination from the MPD Rotation Tow Program. (See Section 2424(d) of the CVC.)

- 1) The MPD Lieutenant shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this TSA.
- B. Nothing shall preclude the MPD from taking the appropriate enforcement or administrative action for any violations of law.
- C. Nothing herein shall be deemed to prohibit the MPD from immediately suspending, terminating, or denying an application of any operator or employee for any of the following:
  - 1) Whose conduct, in the opinion of the MPD, is deemed to be a danger to the motoring public (e.g., registered sex offender).
  - 2) A violation of equipment requirements, related to safety.
  - 3) Who has engaged in conduct constituting a flagrant violation of the TSA.
- D. Records of violations shall be retained by the MPD for 36 months, plus the current TSA.

## **23. TERMS OF DISCIPLINARY ACTION**

- A. Violations of the terms and conditions of the TSA may be cause for disciplinary action in the following manner:
  - 1) First violation within a 12-month period – letter of written reprimand.
  - 2) Second violation within a 12-month period – one to 30-day suspension.
  - 3) Third violation within a 12-month period – 60 to 90-day suspension.
  - 4) Fourth violation within a 12-month period – termination of the TSA.

NOTE: Nothing may preclude the MPD Lieutenant from imposing a suspension for a first violation pursuant to Element 20. Disciplinary Action, Item C.

- B. Violations of the terms and conditions of the TSA which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

- 1) In lieu of termination, the MPD Lieutenant may impose additional suspensions for longer periods, if deemed appropriate.
  - 2) When considering disciplinary action for a major violation of the TSA, the MPD Lieutenant should take into consideration all violations which have occurred within 36 months prior to the date of the current violation.
- C. A terminated or suspended operator, and/or the tow business owner at the time of the suspension or termination, shall not be eligible for a rotation listing for the duration of the suspension or termination.
- 1) This provision applies to the operator working in any capacity within any tow business or operating any tow business, even if operated under new ownership.
- D. If the operator is serving a suspension, the operator shall be required to have complied with all terms and conditions of the current TSA at the time of reinstatement.
- E. An operator shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or reapplication.

## **24. HEARING/APPEAL**

- A. A hearing shall be granted, upon an operator's request, within ten (10) calendar days, for any of the following circumstances:
- 1) Operator is served with disciplinary action.
  - 2) Denial of an operator's rotation tow application (CHP 234A,) or an operator/driver application (CHP 234F).
- B. The MPD shall provide written notification to the operator requesting a hearing indicating acknowledgement of the hearing request and a hearing date assigned.
- C. A hearing shall be held as soon as practicable.
- D. The hearing shall be conducted by the MPD Lieutenant, and the operator shall be entitled to present all relevant facts and circumstances in support of the operator's position.
- 1) The operator shall be entitled to present testimony of at least one qualified person (i.e., representation by counsel or attorney).

- E. The operator shall be notified in writing of the MPD Lieutenant's decision(s) within ten (10) business days of the date of completion of the hearing.
- F. Upon receipt of the Lieutenant's written hearing decision, if the operator is dissatisfied with the MPD Lieutenant's decision(s), the operator may appeal by submitting a written request to a designated MPD Captain within ten (10) calendar days.
- G. The appeal shall be conducted by the MPD Captain or his or her designee and shall be held as soon as practicable.
- H. The Captain shall provide written notification to the operator requesting an appeal indicating acknowledgement of the appeal request and an appeal date assigned.
  - 1) The operator shall have the same rights as afforded at the Lieutenant's level.
  - 2) The operator shall be notified in writing of the Captain's decision(s) within ten (10) business days of the appeal.
  - 3) The MPD Captain's decision(s) shall be subject to no further administrative appeal.
- I. Disciplinary action shall not take effect until the hearing and appeal process has been exhausted, with the exception of operators whose conduct is deemed to be a danger to the motoring public or who continue to violate the terms and conditions of this TSA.
- J. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the MPD Lieutenant shall be final and the disciplinary action shall take effect upon written notification to the operator by the MPD Lieutenant.

## **25. MIDTERM REVIEW**

- A. The purpose of this section is to provide a process for a midterm review of the terms and conditions of the TSA in the event there is a legitimate and substantial change in conditions or law affecting the majority of the operators within MPD Tow Rotation.
- B. A midterm review, when granted by the Chief of Police or designee, will not automatically authorize a change in the terms and conditions of the TSA.
  - 1) If a midterm review is announced by the Chief of Police or designee, it is the responsibility of the affected MPD Lieutenant to



conduct a review of the conditions which initially caused the request to be communicated and to determine if the change is justified.

**26. ADVERTISING**

The operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the MPD or the Department of Motor Vehicles.

**27. CANCELLATION**

This TSA may be canceled by either party by providing written notice to the other party.

**28. TERM OF AGREEMENT**

This agreement shall be in effect from July 1, 2016, through June 30, 2017, unless sooner cancelled or terminated by the City.

This agreement is dated for convenience this \_\_\_\_ day of \_\_\_\_\_ 2016, and shall not be effective for an Operator until the Operator has completed application procedures, provided proof of the required insurance coverage and has executed the "Operator Approval."

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kelly Fincher 5/18/16  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

## 29. OPERATOR APPROVAL

I certify that all drivers operating under this Tow Service Agreement (TSA) are qualified and competent. I further certify that I have read and understand this TSA and agree to abide by all the provisions. The terms of this TSA (2016-2017 TSA) will become effective:

\_\_\_\_\_ and end \_\_\_\_\_  
Date Date

Operator Approval			
Signature		Typed Name	
Company	Title	Date	
Business Address		Phone Number	
Motor Carrier Permit Number			

## ATTACHMENT A

### TOW SERVICE AGREEMENT ADVISORY COMMITTEE APPROVED TOW TRUCK DRIVER TRAINING COURSES

Automobile Club of Southern California  
3333 Fairview Road  
Costa Mesa, CA 92626  
Contact: Rob Wade at (714) 885-1333  
E-mail: [wade.robert@caaa-calif.com](mailto:wade.robert@caaa-calif.com)

California Tow Truck Association  
3050 Beacon Blvd.  
West Sacramento, CA 95691  
Contact: 800-874-2860  
E-mail: [president@ctta.com](mailto:president@ctta.com)  
International Institute of Towing & Recovery (Instructor Led / Self Study Course)  
700 12<sup>th</sup> Street NW, Suite 700  
Washington, DC 20005  
(888)392-9300  
Contact: Peter Fuerst at 415-859-1889  
E-mail: [pfuerst1@comcast.net](mailto:pfuerst1@comcast.net)

Randy Resch  
21020 Fog Ridge  
Alpine, CA 91901  
Telephone: (619) 807-3173  
E-mail: [rreschran@aol.com](mailto:rreschran@aol.com)

Tow Pros, LLC  
4615 East Brundage Lane  
Bakersfield, CA 93307  
Contact: Ken Kay at (661) 979-0747  
E-mail: [kktowman@towpros.com](mailto:kktowman@towpros.com)

WreckMaster Incorporated  
P.O. Box 473  
Lewiston, NY 14092  
Telephone: (800) 267-2266  
E-mail: [www.WreckMaster.com](http://www.WreckMaster.com)

AAA Northern California-Nevada-Utah (NCNU)  
1900 Powell Street  
Emeryville, CA 94608  
Contact: Marina Morita  
Telephone: (209)986-0504  
E-mail: [Marina.Morita@goAAA.com](mailto:Marina.Morita@goAAA.com)

**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
ESTABLISHING AND APPROVING THE 2016-  
2017 MASTER TOW SERVICE AGREEMENT**

WHEREAS, The City of Merced's currently has a Master Tow Service Agreement, which is set to expire on June 30, 2016; and,

WHEREAS, the purpose of a Tow Service Agreement is to meet the needs of the public, towing industry and the Merced Police Department; and,

WHEREAS, the objective of a Tow Service Agreement is to ensure the Public receives ethical and fair business practices on the part of private towing companies utilized by the Merced Police Department; and

WHEREAS, There is a need for a new Master Tow Service Agreement to be approved and established between the City of Merced and tow companies on the Merced Police Department tow rotation for the period of June 30, 2016 through June 30, 2017; and,

WHEREAS, The Charter of the City of Merced grants the authority to the City Manager to administer all affairs of the City and to perform such other duties as may be prescribed by the Charter or required of him by the City Council; and,

WHEREAS, The Charter of the City of Merced grants authority to the City Attorney to approve the form of all contracts made by the City, endorsing his approval thereon in writing.

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

SECTION 1. The City Council of the City of Merced approves and establishes the 2016-2017 Master Tow Service Agreement.

SECTION 2. The City Manager or his designee is granted authority to execute the agreements specifically entitled, "Tow Service Agreement" on behalf

of the City of Merced, provided that the agreements are in the approved form attached hereto as Exhibit "A" and approved as to form by the City Attorney by his written endorsement thereon.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Kelly Fincher 5/18/16  
City Attorney Date





## ADMINISTRATIVE REPORT

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**Agenda Item: H.22.**

Meeting Date: 6/6/2016

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**Report Prepared by:** *Bimley West, Captain - Merced Police Department*

**SUBJECT:** Accept and Appropriate Grant Funds From the United Way

### REPORT IN BRIEF

Accept and appropriate grant funds (\$25,410) from the United Way to further the Merced Police Department's efforts to prevent underage drinking of alcoholic beverages within the city limits of Merced, in partnership and collaboration with other agencies working as a group identified as ComVip (Community Violence, Intervention and Prevention) Program. The funds will be used to compensate officers who will work various strategies beyond their regular shift (overtime).

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Accepting the grant funds totaling \$25,410 from United Way to further support the collaborative efforts of agencies (Merced Police Department, Merced County Probation Department, and Merced County Mental Health Department) that work collaboratively together to prevent underage drinking of alcoholic beverages throughout the City of Merced.
- B. Increasing Police revenue account #001-1002-324-02-00 by \$25,410 from grant funds through the United Way.

### ALTERNATIVES

- 1. Approve, as recommended by staff; or,
- 2. Approve, subject to other than recommended by (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, Section 200.

### CITY COUNCIL PRIORITIES

Public safety.

**DISCUSSION**

The County of Merced (hereinafter referred to as County) and the United Way of Merced entered into an agreement to work together on a project to reduce underage and excessive drinking among youth and young adults. The County received grant funding from the State of California, Department of Health Care Services for the Strategic Prevention Framework State Incentive Grant (SPF SIG) to plan and implement a project to reduce underage and excessive drinking among youth and young adults. The County agreed to contract the United Way of Merced to perform special services that consist of SPF SIG project planning and implementation. For more information about the special services agreement between the County and United Way of Merced, please refer to the contract copy included with this document.

The County agreed to pay the United Way of Merced a total contract price not to exceed \$29,720 to perform services in connection with the SPF SIG project. The United Way of Merced, in collaboration with the County and UC Merced, has agreed to contract the services of the Merced Police Department. Those services that the police department will perform are consistent with SPF SIG to implement within the city limits of Merced to reduce underage and excessive drinking among youth and young adults. The United Way of Merced will allocate a total of \$25,410 from SPF SIG to reimburse the overtime expenses related to Merced Police Officers conducting the services related to the SPF SIG project.

There are no matching funds required from the City of Merced. The funds allocated by the United Way of Merced are reimbursement funds for when the City of Merced pays the employees for working overtime to work the SPF SIG project. This request was delayed due to administrative changes within some of the agencies in partnership with ComVip, etc.

**IMPACT ON CITY RESOURCES**

One recommendation is to appropriate funds to accept the grant funds.

**ATTACHMENTS**

1. Copy of Special Services Agreement Between the County of Merced and United Way of Merced
2. Copy of MOU between the ComVip Taskforce, the United Way of Merced County and participating Merced County and City Law Enforcement Agencies and the University of California, Merced

1 **CONTRACT NUMBER:** \_\_\_\_\_  
2 **DEPARTMENT:** Mental Health  
3 **COMPANY:** United Way of Merced County  
4 **TYPE OF AGREEMENT:** Special Services  
5

6 **THIS AGREEMENT**, is made and entered into by and between the County of Merced, a political  
7 subdivision of the State of California, (hereinafter referred to as "COUNTY"), and United Way of Merced  
8 County, (hereinafter referred to as "CONTRACTOR").

9 **WHEREAS**, COUNTY has need for a qualified consultant to plan and implement a project to  
10 reduce underage and excessive drinking among youth and young adults; and

11 **WHEREAS**, COUNTY has received grant funding from the State of California, Department of  
12 Health Care Services for the Strategic Prevention Framework State Incentive Grant (SPF SIG) to plan  
13 and implement a project to reduce underage and excessive drinking among youth and young adults; and

14 **WHEREAS**, COUNTY wishes to contract with CONTRACTOR for special services, which consist  
15 of SPF SIG project planning and implementation; and

16 **WHEREAS**, CONTRACTOR is specially trained, experienced, and competent to perform services  
17 in connection with SPF SIG project planning and implementation; and

18 **WHEREAS**, the parties desire to set forth herein the terms and conditions under which said  
19 services shall be furnished.

20 **NOW THEREFORE**, in consideration of their mutual covenants and conditions, the parties hereto  
21 agree as follows:

22 **1. SCOPE OF SERVICES**

23 CONTRACTOR shall provide project implementation services in accordance with the terms and  
24 conditions stated herein, and any specifically referenced attachments hereto. CONTRACTOR shall  
25

1 provide services to plan and implement a project to reduce underage and excessive drinking among  
2 youth and young adults, including, but not be limited to:

3  
4 A. CONTRACTOR shall provide Strategic Prevention Framework State Incentive Grant (SPF SIG)  
5 project implementation in accordance with the following goal:

- 6 1. Reduce underage and or excessive drinking among youth and young adults ages 12 to  
7 25 years old

8 B. CONTRACTOR shall designate a "Project Coordinator" to act as a liaison between both COUNTY  
9 Department of Mental Health and the Prevention Research Center (PRC).

10 C. CONTRACTOR shall follow the Strategic Prevention Framework to produce their proposed  
11 prevention projects. The Strategic Prevention Framework includes the following five steps:

12 1. Assessment

13 CONTRACTOR will collect information related to:

- 14 a. Population needs, including levels of substance abuse and related problems.  
15 b. Available resources to support prevention efforts.  
16 c. Community readiness to address identified prevention problems or needs.

17 Based on their assessment of need, resources, and readiness, CONTRACTOR will  
18 identify one or more prevention priorities on which to focus their prevention efforts.

19 2. Capacity Building

20 CONTRACTOR will analyze the effectiveness and appropriateness of each strategy  
21 chosen and also consider sustainability of each intervention by utilizing the following key  
22 components of the capacity building module:

- 23 a. Increasing the availability of fiscal, human, organizational and other resources  
24 b. Raising awareness of underage and excessive drinking and the readiness of any  
25 stakeholder to address such issues  
c. Strengthen existing partnerships and or identify new opportunities for  
collaborations

- d. Developing the prevention workforce, including key stakeholders wanting to address the issue of underage and or excessive drinking.

3. Planning

CONTRACTOR will create logic models linking their strategies to intended outcomes and how the outcomes will be measured. CONTRACTOR will develop a work-plan and project timeline.

4. Implementation

CONTRACTOR will identify and implement appropriate strategies, projects, and practices for decreasing underage and excessive drinking among those that are 12-25 years of age in the City of Merced in conjunction with COUNTY'S SPF SIG Project Director.

Prevention efforts should be implemented in 2013 and carryover for the remainder of the contract period.

5. Evaluation

Contractor shall use measures outlined in their logic models, as developed during the Planning process, to evaluate the effectiveness of their identified prevention efforts at a minimum of each calendar year, and preferably on an ongoing basis.

D. CONTRACTOR'S services may include, but are not limited to, the following strategies and services:

1. Reduce Retail Availability of Alcohol by Minors
  - a. Decoy Buy Operations
  - b. Reward and Remind Program
2. Reducing Social Availability of Alcohol by Minors
  - a. Nuisance Party Patrols
  - b. Social Host Ordinance
3. Establishing Effective Retail Serving Practices for those that Serve Alcohol
  - a. Responsible Beverage Server Training
  - b. Responsible Beverage Service Enforcement
  - c. Conditional Use Permits
  - d. Deemed Approved Ordinance



4. Reducing Drinking and Driving

a. Roadside Driving Under the Influence Check Points

b. Driving Under the Influence Saturation Patrols

E. CONTRACTOR must provide their identified strategies and services in the City of Merced and for the residents thereof. Services may be provided for any persons in the City of Merced, but the intended outcome of such services must be to reduce underage or excessive drinking among residents between the ages of 12 and 25 years old in the City of Merced.

F. CONTRACTOR'S identified SPF SIG Project Coordinator or assigned designee will participate in learning communities, including but not limited to, conference calls, State SPF SIG Meetings, and other meetings or trainings directly related to the Strategic Prevention Framework State Incentive Grant (SPF SIG).

G. CONTRACTOR will report on the following activities according to the following timetable:

PROGRAMMATIC	
The program development, implementation, and evaluation requirements and activities will follow the Strategic Prevention Framework process.	
Activity	Time Frames
Engage key stakeholders to plan & implement sustainable prevention activities such as: convening leaders and stakeholders; organizing agency networks; leveraging resources; and engaging stakeholders to help sustain the activities.	Ongoing
Comply with site visits as deemed necessary and scheduled by the State of California for the purpose of programmatic and/or fiscal compliance related to grant funding for this project.	Ongoing Scheduled by State of California
REPORTING	
Activity	Time Frames
Report project progress to Merced County Department of Mental Health with a copy to the Prevention Research Center, using Technical Assistance from Prevention Research Center as needed. Each quarterly report must include the following: a comparison of the actual accomplishments to the goals and objectives established for the period; the reasons for any variance if objectives were not met and the plans to address the variance; a fiscal report of the expended funds during the report period; and additional pertinent information when applicable or necessary.	Quarterly- 15 days after the end of each quarter

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof:

Exhibit A - Budget Detail

CONTRACTOR, through this agreement with COUNTY, is a subcontracted recipient of grant funds from the State of California, Department of Health Care Services. COUNTY and CONTRACTOR are both subject to comply with the terms and conditions of State Agreement No. 15-92169, which is on file with the COUNTY Mental Health Department and available to all contracting parties. Any conflict between the terms and conditions of this agreement and the State Agreement referenced above are to be read so that the more legally stringent terms and obligation(s) required of the CONTRACTOR shall control and be given effect.

**2. TERM**

The term of this Agreement shall commence on the 29<sup>th</sup> day of September, 2015 and continue until the 31<sup>st</sup> day of May, 2016, unless sooner terminated in accordance with Sections 7, 8 and 9, as specified elsewhere in this Agreement.

**3. COMPENSATION**

COUNTY agrees to pay CONTRACTOR a total contract price not to exceed TWENTY NINE THOUSAND, SEVEN HUNDRED TWENTY DOLLARS AND NO CENTS (\$29,720) for all of CONTRACTOR's services to be provided herein, as are more specifically set forth in Section 1, "SCOPE OF SERVICES" and in Exhibit A, "Budget Detail" attached hereto. The total contract price shall include but is not limited to CONTRACTOR's time on-site, preparation time associated with this Agreement, and all travel expenses associated with services. In no event shall the total services to be provided hereunder exceed the total contract price. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the CONTRACTOR and be mailed or delivered to CONTRACTOR at:

Name: United Way of Merced County  
Address: 658 West Main Street  
City/State/Zip: Merced, CA 95340

1 CONTRACTOR may request the COUNTY to mail the check to CONTRACTOR, to such other  
2 address as CONTRACTOR may from time to time designate to COUNTY. Such request must be made in  
3 writing in accordance with the procedures as outlined under Section, "NOTICES".

4 CONTRACTOR shall hold harmless the State of California and beneficiaries in the event  
5 COUNTY can not or will not pay for covered services rendered by CONTRACTOR pursuant to the terms  
6 of this Agreement.

#### 7 4. TERMS OF PAYMENT

8 Payment shall be only for full and complete satisfactory performance of the services required to  
9 be provided herein and as set forth in Section, "SCOPE OF SERVICES". Payment shall be made in the  
10 following manner:

11 CONTRACTOR shall submit bi-weekly-itemized invoices, or alternate documentation as deemed  
12 appropriate in advance by COUNTY, for services it has provided and for the amount owed under this  
13 Agreement. In addition to the invoices submitted by the CONTRACTOR for payment, CONTRACTOR  
14 must complete and submit to the COUNTY, Form W-9, "A Request for Taxpayer Identification Number  
15 and Certification." Both invoices and the W-9 form shall be forwarded to the COUNTY at the COUNTY  
16 address indicated under Section "NOTICES" of this Agreement.

17 Each invoice or approved alternate documentation must:

- 18 a. Detail the services performed by CONTRACTOR.
- 19 b. Detail the personnel cost (number of hours x hourly rate).
- 20 c. Detail program oversight costs and subcontractor costs.
- 21 d. Show the cumulative cost of services and date provided.
- 22 e. Provide any additional information and data requested by COUNTY or by auditors and  
23 supervisors of the State of California as deemed necessary to properly evaluate or  
24 process CONTRACTOR's claim.

25 Upon approval of invoice by COUNTY, COUNTY shall make best effort to pay the fee due  
hereunder to CONTRACTOR within fifteen (15) days following approval of proper invoice.

1       **5.     NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION/TERMINATION OF**  
2       **AGREEMENT**

3       CONTRACTOR shall have no claim against COUNTY for payment of any kind whatsoever, for  
4       any services provided by CONTRACTOR, which were provided after the expiration or termination of this  
5       Agreement or after termination of funding as provided in Exhibit B.

6       **6.     NOTICES**

7       All notices, requests, demands or other communications under this Agreement shall be in writing.  
8       Notice shall be sufficiently given for all purposes as follows:

- 9       A.     Personal Delivery. When personally delivered to the recipient, notice is effective upon  
10       delivery.  
11       B.     First Class Mail. When mailed first class to the last address of the recipient known to the  
12       party giving notice, notice is effective three mail delivery days after deposit in a United  
13       States Postal Service office or mailbox.  
14       C.     Certified Mail. When mailed by certified mail, return receipt requested, notice is effective  
15       upon receipt, if delivery is confirmed by return receipt.  
16       D.     Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or  
17       charged to the sender's account, notice is effective on delivery, if delivery is confirmed by  
18       the delivery service.  
19       E.     Electronic Transmission. When sent by facsimile transmission or by internet connection  
20       to the last noticed facsimile or internet location provided by the recipient to the party  
21       giving notice, notice is effective upon receipt, provided that a duplicate copy of the notice  
22       is promptly given by first class mail or certified mail or by overnight delivery to the  
23       receiving party. Any notice given by electronic transmission shall be deemed received on  
24       the next business day if received after 5:00 P.M. (recipient's time) or on a non-business  
25       day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or  
omission of the party to be notified shall be deemed effective as of the first date that the notice was  
refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery  
service.

1 Information for notice to the parties to this Agreement at the time of endorsement of this  
2 Agreement is as follows:

3 COUNTY	CONTRACTOR
4 Merced County	United Way of Merced County
5 Mental Health Department	658 West Main Street
6 P.O. Box 2087	Merced, CA 95340
7 Merced, CA 95344	(209) 383-4242
8 (209) 381-6813	FAX (209) 383-4254
9 FAX (209) 725-8628	

10 Any party may change its address or electronic addresses by giving the other party notice of the  
11 change in any manner permitted by this Agreement.

12 **7. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING**

13 The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY'S  
14 continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local,  
15 county, state and/or federal funding for this purpose. The parties acknowledge that the nature of  
16 government finance is unpredictable, and that the rights and obligations set forth in this Agreement are  
17 therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that  
18 funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations  
19 of the COUNTY arising from this Agreement shall be immediately discharged. COUNTY agrees to inform  
20 CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole judgment,  
21 that funding will be terminated and the final date for which funding will be available. Under these  
22 circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising  
23 out of performance of this Agreement must be submitted to COUNTY prior to the final date for which  
24 funding is available. In the alternative, COUNTY and CONTRACTOR may agree, in such circumstance,  
25 to a suspension or modification of either party's rights and obligations under this Agreement. Such a  
modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event  
funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in  
the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by  
any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the  
CONTRACTOR, which the CONTRACTOR hereby agrees to accept as sufficient payment until cash  
funding becomes available.



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**8. TERMINATION FOR CONVENIENCE**

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by county at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, COUNTY shall have no further liability to CONTRACTOR except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COUNTY. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONTRACTOR prior to, and in connection with, discontinuing the work hereunder.

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**9. TERMINATION FOR CAUSE**

The COUNTY may terminate this Agreement for and be relieved of making any payments to CONTRACTOR, and all duties to contractor should the CONTRACTOR fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. All costs to the COUNTY shall be deducted from any sum otherwise due the contractor and the balance, if any, shall be paid to the CONTRACTOR upon demand. Such remedy is in addition to such other remedies as may be available to the county provided by law.

**10. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION**

Neither party shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated at will or for cause. COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined and established in writing, signed by both parties.

**11. MODIFICATION OF THE AGREEMENT**

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alterations or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

12. **INSURANCE**

1 A. Prior to commencement of work, CONTRACTOR shall purchase and maintain the following  
2 type of insurance for minimum limits indicated during the term of this Agreement and provide  
3 a Certificate of Endorsement from CONTRACTOR's Insurance Carrier guaranteeing such  
4 primary coverage to the COUNTY. Such Certificate shall be mailed directly to the County  
5 department as referenced under Section, "NOTICES".

6 1. Commercial General Liability: \$1,000,000 per occurrence and \$3,000,000 annual  
7 aggregate covering bodily injury, personal injury and property damage. The COUNTY  
8 and its officers, employees and agents shall be endorsed to above policies as  
9 additional insured for using ISO form CG2026 or an alternate form that is at least as  
10 broad as form CG2026, as to any liability arising from the performance of this  
11 Agreement.

12 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage,  
13 or split limits of \$500,000 per person /\$1,000,000 per accident for bodily injury and  
14 \$250,000 per accident for property damage.

15 3. Workers Compensation: Statutory coverage, if and as required according to the  
16 California Labor Code, including Employers' Liability limits of \$1,000,000 per  
17 accident. The policy shall be endorsed to waive the insurer's subrogation rights  
18 against the COUNTY.

19 B. Insurance Conditions

20 1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or  
21 higher. Lower rated, or approved but not admitted insurers, or insurance pooling  
22 agreements may be accepted if prior approval is given by the County's Risk  
23 Manager.

24 2. Each of the above required policies shall be endorsed to provide COUNTY with 30  
25 days prior written notice of cancellation. COUNTY is not liable for the payment of  
premiums or assessments on the policy. No cancellation provisions in the insurance  
policy shall be construed in derogation of the continuing duty of CONTRACTOR to  
furnish insurance during the term of this Agreement.

13. **INDEMNIFICATION**

CONTRACTOR has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, COUNTY, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of CONTRACTOR.

CONTRACTOR's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the CONTRACTOR, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first claim or allegation of liability against COUNTY. CONTRACTOR will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

14. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR is an independent contractor in the performance of the work duties and obligations devolving upon CONTRACTOR under this Agreement. COUNTY shall neither have, nor exercise any control or direction over the methods by which CONTRACTOR shall perform professional work and functions. The sole interest and responsibility of the COUNTY is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is mutually understood and agreed that no employer-employee relationship is created and CONTRACTOR shall hold COUNTY harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers' compensation, unemployment insurance, social security, income tax, other statutes or codes applying to CONTRACTOR, or its sub-contractors and employees, if any.

1 It is mutually agreed and understood that CONTRACTOR, its sub-contractors and employees, if  
2 any, shall have no claim under this Agreement or otherwise against the COUNTY for vacation pay, sick  
3 leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness,  
4 or loss of life or income, by whatever cause.

5 CONTRACTOR shall insure that all its personnel and employees, its sub-contractors and their  
6 employees, used to perform the contracted services are aware and expressly agree that COUNTY is not  
7 responsible for any benefits, coverage or payment for their efforts.

8 **15. RECORDS, INFORMATION AND REPORTS**

9 CONTRACTOR shall maintain full and accurate records with respect to all matters covered under  
10 this Agreement. To the extent permitted by law, COUNTY shall have free access at all proper times or  
11 until the expiration of four (4) years after the furnishing of services to such records, and the right to  
12 examine and audit the same and to make transcripts therefrom, and to inspect all data, documents,  
13 proceedings, and activities pertaining to this Agreement. DHCS or any duly authorized representative,  
14 shall also have access to examine or audit any pertinent books, documents, papers and records related  
15 to this subcontract and to allow interviews of any employees who might reasonably have information  
16 related to such records. CONTRACTOR shall maintain the records for at least four years. Thereafter,  
17 CONTRACTOR shall provide COUNTY the opportunity to take possession as owner whenever  
18 CONTRACTOR no longer intends to be custodian of the records.

19 To the extent permitted by law, CONTRACTOR shall furnish COUNTY such periodic reports as  
20 COUNTY may request pertaining to the work or services undertaken pursuant to this Agreement. The  
21 costs and obligations incurred or to be incurred in connection therewith shall be borne by the  
22 CONTRACTOR.

23 **16. CONFIDENTIALITY**

24 CONTRACTOR shall comply with applicable laws and regulations, including but not limited to  
25 California W & I Code Section 5328; 42 C.F.R. Part 2 and Parts 45 C.F.R. Parts 160 and 164, and to the  
HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information.  
CONTRACTOR shall not use identifying information for any purpose other than carrying out the  
COUNTY's obligation under this contract.



1 CONTRACTOR shall not disclose, except as otherwise specifically permitted by the contract or  
2 authorized by the client/consumer, any such identifying information to anyone other than the County or  
3 State without prior written authorization from the County or State in accordance with State and Federal  
4 laws.

5 For the purposes of the above paragraphs, identifying information will include, but not be limited  
6 to: name, identifying number, symbol, or other identifying particular assigned the individual.

7 CONTRACTOR shall not disclose, except as otherwise specifically permitted by the contract or  
8 authorized by the client/patient, any such identifying information to anyone other than the State without  
9 prior written authorization from the State in accordance with State and Federal laws.

10 The CONTRACTOR agrees to comply with the provisions of Public Law 104-191, known as The  
11 Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Business Associate  
12 Addendum, attached to this Agreement and incorporated by this reference as if fully set forth herein. Any  
13 conflict between the terms and conditions of this Agreement and the Business Associate Addendum  
14 incorporated are to be read so that the more legally stringent terms and obligation(s) of the  
15 CONTRACTOR shall control and be given effect.

#### 16 **17. COMPLIANCE AND INTEGRATED ETHICS**

17 Merced County Department of Mental Health is committed to adhere to its adopted code of ethics  
18 to ensure that the Department's business is conducted in an ethical and professional manner; and is  
19 consistent with the Departments mission statement: "To provide effective, accessible, and culturally  
20 competent Mental Health and Alcohol & Drug Services in order to enhance the health, welfare, and  
21 quality of life in Merced County."

22 The Merced County Mental Health Department's Compliance and Integrated Ethics Plan (CIEP)  
23 is necessary to ensure compliance with federal, state, and local laws, rules, and regulations regarding  
24 professional conduct and to ensure that the conduct of employees reflects the principles of the  
25 Department to treat consumers, the general public, and other employees with integrity, honesty, courtesy,  
26 fairness, and respect.

27 CONTRACTOR agrees to establish ethical standards for all staff employed by CONTRACTOR.  
28 These standards shall include compliance with state and federal regulations for safeguarding client  
29 information. CONTRACTOR agrees to orientate and train staff to enforce established ethical standards.



1 CONTRACTOR agrees to establish written policies and procedures that ensure organizational and  
2 individual compliance.

3 COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and  
4 procedures.

5 **18. CULTURAL COMPETENCY**

6 "Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies  
7 in a system, agency or among those persons providing services that enables that system, agency, or  
8 those persons providing services to work effectively in cross-cultural situations. CONTRACTOR shall use  
9 professional skills, behaviors, attitudes and policies in their systems that ensure the system, or those  
being seen in the system, will work effectively in a cross cultural environment.

10 **19. OWNERSHIP OF DOCUMENTS**

11 To the extent permitted by law, all reports, documents, or other work products developed by  
12 CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to  
13 COUNTY upon completion of the services authorized hereunder. In the event of termination, all finished  
14 or unfinished documents and other materials, if any, at the option of COUNTY, and to the extent  
15 permitted by law, shall become the property of the COUNTY. CONTRACTOR may retain copies thereof  
16 for its files and internal use. COUNTY must approve in writing any publication of the information directly  
17 derived from work performed or data obtained in connection with services rendered under this  
18 Agreement. COUNTY recognizes that all reports and other work products are instruments of  
CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

19 **20. QUALITY OF SERVICE**

20 CONTRACTOR shall perform its services with care, skill and diligence, in accordance with the  
21 applicable professional standards currently recognized by such profession, and shall be responsible for  
22 the professional quality, accuracy, completeness, and coordination of all reports, information and other  
items and services furnished under this Agreement.

23 CONTRACTOR shall, without additional compensation, correct or revise any errors or  
24 deficiencies immediately upon discovery in its reports and other related items or services.

21. **PERSONAL SATISFACTION AS A CONDITION PRECEDENT**

The obligations of the COUNTY as provided in this Agreement are expressly conditioned upon CONTRACTOR's compliance with the provision of the Agreement to the personal satisfaction of the COUNTY and that COUNTY shall determine compliance in good faith and as a reasonable person would under the circumstances.

22. **ENTIRE AGREEMENT**

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

23. **COUNTY NOT OBLIGATED TO THIRD PARTIES**

The COUNTY shall not be obligated or liable hereunder to any party other than CONTRACTOR.

24. **STANDARDS OF PRACTICE**

Standards of practice of CONTRACTOR shall be determined by the professional standards of CONTRACTOR's trade or field of expertise and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of services as defined in this Agreement.

25. **LAWS, LICENSES, PERMITS AND REGULATIONS**

CONTRACTOR and COUNTY agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to CONTRACTOR and COUNTY, their subgrantees, contractors, or subcontractor, and their work.

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

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**26. LIMITED AFFECT OF WAIVER OR PAYMENT**

In no event shall the making, by COUNTY, of any payment to CONTRACTOR constitute, or be construed as, a waiver by COUNTY of any breach of covenant, or any default which may then exist, on the part of CONTRACTOR. The making of any such payment by COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

**27. PERSONNEL**

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

**28. FEDERALLY EXCLUDED INDIVIDUALS AND ENTITIES**

Employees of CONTRACTOR, including CONTRACTOR as an individual, who, because of convictions or because of current or past failures to comply with federal program requirements, become designated as ineligible persons or are identified for exclusion from involvement in federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program, until such time as the person or entity is no longer identified on the exclusion lists.

CONTRACTOR shall be responsible to perform ongoing exclusion reviews of current employees to ensure that CONTRACTOR does not hire, use or contract with any individual or entity under sanction or exclusion by the federal government. As an outcome of ongoing exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that no current employee, subcontractor, entity or agent is on the list of Excluded Individuals and Entities of the Office of the Inspector General (U.S. Department of Health and Human Services) or the General Services

Administration's Excluded Parties Listing System (42 USC 1320). Failure to comply shall lead to contract termination.

**29. APPLICABLE LAW; VENUE**

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, effect and performance. Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by COUNTY and counsel for COUNTY. The CONTRACTOR and COUNTY shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

**30. BREACH OF CONTRACT**

Upon breach of this Agreement by CONTRACTOR, COUNTY shall have all remedies, available to it both in equity and/or at law.

**31. REMEDY FOR BREACH AND RIGHT OF CURE**

Notwithstanding anything else in this Agreement to the contrary, if CONTRACTOR fails to perform any obligation of this Agreement, the COUNTY may itself perform, or cause the performance of, such agreement or obligation. In that event, CONTRACTOR will, on demand, fully reimburse COUNTY for all such expenditures. Alternatively, COUNTY, at its option, may deduct from any funds owed to CONTRACTOR the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the COUNTY by law or as otherwise stated in this Agreement.

**32. SUCCESSORS IN INTEREST**

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

**33. CONFLICT OF INTEREST**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement.



1 CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or  
2 subcontractors, and the COUNTY. CONTRACTOR shall ensure that no COUNTY officer or employee in  
3 a position that enables them to influence this Agreement will have any direct or indirect financial interest  
4 resulting from this Agreement. CONTRACTOR shall ensure that no COUNTY employee shall have any  
5 relationship to the CONTRACTOR or officer or employee of the CONTRACTOR, nor that any such  
6 person will be employed by CONTRACTOR in the performance of this Agreement without immediate  
divulgence or such fact to the COUNTY.

7 **34. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

8 CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local  
9 Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, deny family care  
10 leave, harass, or allow harassment against any employee, applicant for employment, employee or agent  
11 of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement,  
12 because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic  
13 group identification, gender, sexual orientation, age (over 40), medical condition (including HIV and  
14 AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of  
15 its employees and applicants for employment, the treatment of COUNTY employees and agents, and  
recipients of services are free from such discrimination and harassment.

16 CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply  
17 with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and  
18 Housing Act (Government Code § 12900 et seq.), and ensure a workplace free of sexual harassment  
19 pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

20 CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective  
21 enforcement of all applicable antidiscrimination laws and this provision.

22 CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this  
23 Agreement.

24 **35. CAPTIONS**

25 The captions of each paragraph in this Agreement are inserted as a matter of convenience and  
reference only, and in no way define, limit or describe the scope or intent of this Agreement or in any way  
affect it.



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**36. SUBCONTRACTS - ASSIGNMENT**

CONTRACTOR shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining prior written consent by COUNTY. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

CONTRACTOR hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

**37. SEVERABILITY**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to CONTRACTOR from the COUNTY, however, may be adjusted in proportion to the benefit received despite the removal of the effected provision.

**38. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when signed by both parties.


[Signature page follows]

COUNTY OF MERCED  
A political Subdivision of the  
State of California

By   
Chairman, Board of Supervisors

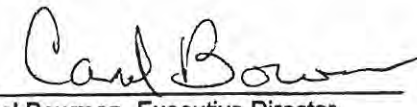
Date **OCT 20 2015**

APPROVED AS TO LEGAL FORM  
JAMES N. FINCHER  
MERCED COUNTY COUNSEL

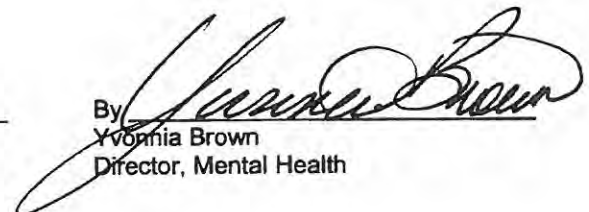
By   
Deputy **Forrest W. Hansen**

41519-21810

UNITED WAY OF MERCED COUNTY

By   
Carol Bowman, Executive Director

RECOMMENDED FOR APPROVAL:  
MERCED COUNTY MENTAL HEALTH

By   
Yvonne Brown  
Director, Mental Health

### HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability Accountability Act (hereafter referred to as "HIPAA") Business Associate Addendum supplements and is made a part of the parties underlying Agreement (Contract No.:) by and between Merced County and the other contracting party (referred to hereafter as "Business Associate").

Business Associate shall comply with, and assist the County in complying with, the privacy and security requirements of HIPAA, codified at Title 42 USC 1320d et. seq., and its implementing regulations, including but not limited to Title 45 CFR, Parts 160 and 164, as amended from time to time, hereinafter collectively referred to as the "Privacy Rule" or "Security Rule" as appropriate. Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms that are used in the Privacy Rule and Security Rule.

#### 1. Use and Disclosure of Protected Health Information:

- a. Except as otherwise provided in this Addendum, Business Associate may use or disclose HIPAA protected health information (hereafter referred to as "PHI") or electronic protected health information (hereinafter referred to as "E PHI") to perform functions, activities or services for or on behalf of the County, as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the County or the minimum necessary policies and procedures of the County component.
- b. Except as otherwise limited in this Addendum, Business Associate may use and disclose PHI/E PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are required by law or Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that such PHI/E PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and that such person or entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited by this Addendum, Business Associate may access PHI/E PHI to provide data aggregation services related to the health care operation of the County without disclosure of confidential information of individuals..

#### 2. Safeguard of PHI/E PHI:

- a. Business Associate shall use reasonable and appropriate safeguards to prevent the use or disclosure of PHI/E PHI not provided for by this Addendum, the Privacy Rule, or the Security Rule.
- b. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of E PHI that it creates, receives, maintains, or transmits on behalf of the County health care component as required by the HIPAA Security Rule.

1                   3.     Unauthorized Use or Disclosure of PHI/EPHI:

2                   Business Associate shall report to the County health care component any use or disclosure  
3                   of PHI/EPHI not provided for by this Addendum, the Privacy Rule or the Security Rule.

4                   4.     Mitigation of Disallowed Uses and Disclosures:

5                   Business Associate shall mitigate, to the extent practicable, any harmful effects that are  
6                   known to the Business Associate of a use or disclosure of PHI/EPHI by the Business  
7                   Associate in violation of the requirements of this Addendum, the Privacy Rule or the Security  
8                   Rule.

9                   5.     Agents and Subcontractors of the Business Associate:

10                  Business Associate shall ensure that any agent, including but not limited to a subcontractor,  
11                  to which the Business Associate provides PHI/EPHI either created or received by the  
12                  Business Associate from or on behalf of the County health care component, shall comply with  
13                  the same restrictions and conditions of this Addendum, the Privacy Rule, and the Security  
14                  Rule.

15                  6.     Access to PHI/EPHI:

16                  Business Associate shall provide access to any PHI/EPHI maintained by the Business  
17                  Associate on behalf of the County health care component at the request of, and in a time and  
18                  manner reasonably designated by the County health care component. The Business  
19                  Associate shall also provide access to PHI/EPHI in accordance with the terms of the  
20                  contractual Agreement hereunder in order for the County component to meet the  
21                  requirements of the Privacy Rule and 45 CFR 164.524.

22                  7.     Amendment(s) to PHI and Addendum:

- 23                   a.     Business Associate shall make any amendment(s) to PHI/EPHI that the County health  
24                   care component directs or at the request of the County, and in a time and manner  
25                   designated by the County component in accordance with the Privacy Rule and 45 CFR  
26                   164.526.
- 27                   b.     Notwithstanding any provision to the contrary in the parties Agreement or this  
28                   Addendum, the County health care component may amend this Addendum by  
29                   providing ten (10) day prior written notice to Business Associate in order to maintain  
30                   compliance with the Privacy Rule. Such amendment(s) shall be binding on the  
31                   Business Associate at the end of the ten (10) day period and shall not require the  
32                   further consent of the Business Associate. Business Associate may elect to  
33                   discontinue the parties Agreement within the ten (10) day period, but the Business  
34                   Associate's duties hereunder to maintain the security and privacy of PHI shall survive  
35                   such discontinuance or termination. County component and Business Associate may  
36                   otherwise amend this Addendum by mutual written consent.

37                  8.     Documentation of Uses and Disclosures:

38                  Business Associate shall document all disclosures of PHI/EPHI and information related to  
39                  such disclosures in a manner as would be required for the County health care component to  
40                  respond to a request by an individual for an accounting of disclosures of PHI/EPHI in  
41                  accordance with the Privacy Rule and 45 CFR 164.528.

9. Accounting of Disclosures:

Business Associate shall provide to the County health care component, in the time and manner reasonably designated by the County component, information collected in accordance with 45 CFR 164.528 and the Privacy Rule, to permit the County to respond to a request by an individual for an accounting of disclosures of PHI/EPHI pursuant to the Privacy Rule and 45 CFR 164.528.

10. Records Available to the County and the Secretary of HHS:

Business Associate shall make its internal practices and records related to the use, disclosure, and privacy protection of PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component, available to the County or to the Secretary of the Health and Human Services ("HHS") for purposes of the Secretary of HHS in determining the County's compliance with the Privacy Rule and Security Rule in the time and manner reasonably designated by the County or the Secretary of HHS.

11. Federal Health Care Exclusion:

Business Associate shall provide to the County health care component written certification that no employee, subcontractor or agent of the Business Associate is on the list of Federal Health Care Excluded Individuals/Entities.

12. Transfer or Destruction of Information on Contract Termination:

Prior to or at the time of termination, for any reason, of the parties contractual Agreement with this Addendum, Business Associate with agreement of COUNTY shall elect to comply with one of the following procedures.

- a. Business Associate shall transfer or return to the County health care component all PHI/EPHI records and information that were either received from the County component or were created or received by the Business Associate on behalf of the County component. No copies of PHI/EPHI arising from this agreement may be kept. This provision applies to relative PHI/EPHI in the possession of employees, subcontractors or agents of the Business Associate. The PHI/EPHI and any related information created or received from or on behalf of the County component are and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
- b. Business Associate shall destroy all PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component. This provision shall apply to PHI/EPHI in possession of subcontractors or agents of the Business Associate. Business Associate, its employees, agents or subcontractors shall retain no copies of PHI/EPHI records or information.
- c. In the event that the Business Associate determines that neither transferring nor destroying such PHI/EPHI records or information is legally feasible, Business Associate shall provide the County health care component notification of the conditions that make transfer or destruction infeasible. Upon mutual agreement of the parties that transfer or destruction of the PHI/EPHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI/EPHI and limit as required by the Privacy Rule or Security Rule any further use or disclosures of such PHI/EPHI for so long as Business Associate, its successors, employees, agents or subcontractors, maintains such PHI/EPHI. Business Associate's obligation to maintain the security and privacy of such PHI/EPHI shall survive the termination of the parties Agreement and this Addendum.



1 13. Material Breach and Termination:

2 Notwithstanding any other provision in the parties contractual Agreement hereunder, and this  
3 Addendum, if the County health care component becomes aware of a pattern of activity(s)  
4 that violates this Addendum, the Privacy Rule or the Security Rule by the Business  
5 Associate, its employees, agents or subcontractors, and reasonable steps to cure the  
6 violation(s) within thirty (30) days from the mailing of the written notice by the County to cure  
7 the violation(s) is unsuccessful, then the County will terminate the parties Agreement and this  
8 Addendum, or if not feasible; report the violation(s) to the Secretary of the Health and Human  
9 Services. COUNTY at any time may exercise all rights to seek injunctive relief to prevent or  
10 stop the unauthorized use or disclosure of PHI/EPHI by the Business Associate, by any  
11 Business Associate employees, agents or subcontractors, or by any third party who has  
12 received PHI/EPHI from the Business Associate.

13 14. Indemnification and Hold Harmless:

14 Business Associate shall defend, indemnify and hold harmless the County and its respective  
15 employees and agents from and against any and all losses, costs, claims, damages,  
16 penalties, fines, liabilities, legal actions, judgments and expenses of every kind, including but  
17 not limited to reasonable attorney's fees, asserted or imposed against the County, or its  
18 employees or agents, arising out of the acts or omissions of Business Associate or any of its  
19 employees, agents or subcontractors related to the performance or non performance of this  
20 Addendum and compliance with the Privacy Rule and Security Rule.

21 15. Interpretation:

22 Any ambiguity in this Addendum shall be resolved to permit the County to comply with the  
23 Privacy Rule and Security Rule. There shall be no legal construction of this Addendum, its  
24 provisions or language against its drafter. If any provision of this Addendum is deemed by  
25 the court of proper jurisdiction to be illegal or unenforceable by law, all other remaining  
provisions and the parties intent under this Addendum are to be given full legal effect so as to  
further the protections of the private medical information under the Privacy Rule and Security  
Rule.

16 16. HITECH Act requirements in Chapter 156 of Title 42 of the United States Code apply to all  
17 Business Associate agreements and all Personal Health Information transfers, handling,  
18 storage and protection. Specific requirements for notification and for publication concerning  
19 improperly released information are in effect as of February 17, 2010. A business associate  
20 receiving any personal health information now has specific responsibilities for correct  
21 handling and for notice of any breach of security concerning personal health information.

22 Business Associate is responsible for compliance with the provisions of the HITECH Act  
23 which is presently Chapter 156 of Title 42 of the United States Code. Chapter 156 includes  
24 sections 17921 through 17953. Business Associate is now subject to the confidentiality  
25 requirements imposed upon covered entities and shall be responsible for the safe and secure  
handling of Personal Health Information (PHI) and specifically for secure protection of  
electronic and recorded records of PHI. Notice by the Business Associate to individuals  
whose records may have been compromised by a breach of security is required. Notice shall  
be by first class mail where possible, appropriate posting of information concerning the  
breach when contact cannot be made and, when involving 500 or more individuals, direct  
reporting to the Department of Health and Human Services.

**EXHIBIT A**  
**Budget Detail**  
**United Way**

COST CATEGORY	BUDGET YEAR AMOUNT
	09/29/15 to 05/31/16
<b>A. PROGRAM OVERSIGHT</b>	
<b>COMVIP</b>	
United Way of Merced (Admin Costs)	\$ 2,972
<b>Total Oversight Costs</b>	\$ 2,972
<b>B. CONTRACTUAL SERVICES</b>	
City of Merced Police Department	\$ 25,410
UC Merced Police Department	1338
<b>Total Contractual Services</b>	\$ 26,748
<b>TOTAL BUDGET</b>	\$ 29,720

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE COMVIP TASKFORCE,  
THE UNITED WAY OF MERCED COUNTY AND  
PARTICIPATING MERCED COUNTY AND CITY LAW  
ENFORCEMENT AGENCIES AND THE UNIVERSITY OF CALIFORNIA,  
MERCED**

**STRATEGIC PREVENTION FRAMEWORK STATE INCENTIVE  
(SPF SIG) GRANT**

**FUNDED BY  
THE STATE OF CALIFORNIA DEPARTMENT HEALTH CARE SERVICES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the Merced Community Violence Intervention and Prevention Task Force ("ComVIP"), a non-profit organization, operating in partnership with the United Way of Merced County, Inc., a California non-profit corporation ("United Way"), and the following participating Merced County and City Law Enforcement Agencies: City of Merced Police Department; Merced County Probation Department; University of California Merced Police Department; the Merced County District Attorney's Office; and the City of Merced City Attorney's Office, (hereinafter called "LEAs").

This MOU sets forth the agreement between ComVIP, and the LEAs for the purpose of providing professional services pursuant to a Strategic Prevention Framework – State Incentive Grant ("SPF-SIG") provided by the California State Department of Health Care Services ("DHCS"). DHCS has funded the Merced County Department of Mental Health to act as the administrative and fiscal agent for this grant. Merced County Mental Health is subcontracting United Way of Merced to perform all duties required in the scope of work. Since the scope of work is specific to utilizing enforcement operations as prevention efforts aimed at reducing excessive and underage drinking, United Way of Merced has elected ComVIP to plan, organize, and

perform all activities required by the SPF SIG grant. United Way of Merced is ultimately responsible for the reimbursement of any and all allowable grant activities provided by ComVIP and or any of the LEA's participating in such activities.

The Purpose of the SPF-SIG is to fund local activities that identify and mitigate factors in the community that facilitate and or contribute to the incidents of excessive/binge drinking and underage drinking in the community's population in the age groups 12 years through 25 years of age.

Funds provided by the State DHCS will be used to fund a collaborative community effort to address the problem of excessive/binge drinking and underage drinking that occurs in the Merced community.

The State DHCS has designated the Prevention Research Center ("PRC") as the coordinator of the statewide implementation of its Strategic Prevention Framework for the 12 California cities selected to receive SPF-SIG funds.

The ComVIP has worked with PRC to develop a list of approved activities and a yearly budget for the life of the SPF-SIG. PRC has reviewed and approved the activities and budget proposed by ComVIP's Executive Committee.

For purposes of carrying out SPF-SIG activities, the program will be referred to as the "Community Campaign for Responsible Drinking" with references to the fact that it is funded by the State DHCS.

In order to carry out the approved activities under the SPF-SIG, it is necessary and desirable that the ComVIP and the LEAs be retained for the purpose of performing professional services for the Community for Responsible Drinking Campaign. The LEAs have the requisite skills to provide the professional services required to fulfill the SPF-SIG's requirements and desire to enter into this MOU to provide these services.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES  
HERETO AS FOLLOWS:**



1. Term of the Agreement

- (a) Subject to compliance with the terms and conditions of this MOU, the term of this MOU shall commence on \_\_\_\_\_ and continue, unless terminated earlier in accordance with subparagraph 1(b) below, until the 31st of May 2016, subject to the condition that ComVIP continues as the lead agency in applying for and administering each SPF-SIG period award, with no lapse in ComVIP's role as the lead agency.
- (b)(1) This MOU may be terminated by ComVIP at any time with a thirty (30) days written notice to the other parties.
- (2) Any LEA may terminate its participation in this MOU at any time with thirty (30) days written notice to ComVIP
- (3) This MOU may be terminated by the United Way of Merced at any time with thirty (30) days written notice to ComVIP and all participating LEAs.

2. Services to be Performed by ComVIP Taskforce and all LEAs.

- (a) All LEAs participating in the Community for Responsible Consumption Campaign shall provide enforcement staff on an overtime basis as staffing levels allow for the SPF-SIG activities during the enforcement periods as defined by the State DHCS. All LEAs commit to participate in the SPF-SIG activities as staffing levels allow and to encourage officers to emphasize responsible alcohol consumption and the enforcement of laws related to underage drinking during all phases of the grant.
- (b) Not all activities will require full representation of all LEAs. LEAs may also elect not to participate in a particular activity if there are unresolvable conflicts.
- (c) ComVIP agrees to adhere to the State DHCS, County Mental Health and Merced County United Way grant programmatic, financial, and statistical reporting requirements and understands



that adhering to the requirements is necessary to be reimbursed for SPF-SIG activities enforcement actions will be conducted within the boundaries of the jurisdiction of City of Merced. Requests to conduct SPF-SIG activities outside the boundaries of the City of Merced must be reviewed and approved by ComVIP's Executive Committee.

3. Payment.

- (a) Maximum Amount. A maximum of \$25,410.00 is available for all services provided under the SPF-SIG that are in accordance with the scope of work as identified and approved by the State DHCS and United Way of Merced.

In full consideration of the services provided during SPF-SIG activities and enforcement periods, the amount that ComVIP and or United Way of Merced shall be obligated to pay for services rendered under this MOU shall not exceed the dollar amounts set forth in the State DHCS SPF-SIG awarded for each approved grant activity for the term of this MOU.

- (b) Rate of Payment. All LEAs will receive reimbursement for officer overtime through the State DHCS SPF-SIG funds for a total sum not to exceed the dollar amounts set forth in the grant budget that has been approved and adopted by United Way of Merced and ComVIP.

Any LEAs utilizing reserve officers shall only be reimbursed at straight time for reserve officer time incurred. The amount all participating LEAs will receive will be based on actual staff hours worked on approved enforcement activities for the grant and that are invoiced in accordance with Paragraph (c), "Invoice Requirements," as stated below. Funding is solely for reimbursement of officer overtime incurred during direct and indirect enforcement activities conducted during the grant period.

(c) Invoice Requirements

- (1) Invoices must be accompanied by ComVIP Executive Meeting Minutes that document review of the request for expenditure of grant funds and a record of the votes approving the request to expend grant funds for the proposed grant related activity.
- (2) Invoices shall include dates and hours worked, name, overtime salary rate with allowable benefits, number of hours worked, and total dollars requested for overtime reimbursement. The only benefit costs that ComVIP will reimburse are OASDI (Social Security), State Workers' Compensation and Medicare. County, City and/or University of California LEAs overhead costs will not be reimbursed.
- (3) Invoices shall also include the statistics required by ComVIP as outlined in Paragraph 4, "Statistical Reporting."
- (4) Invoices for paid reserve officers and part time employees shall include dates and hours worked, employees name, salary rate, and number of hours worked, and total dollars requested for reimbursement.

- (d) Time Limit for Submitting Invoices. All parties shall submit an invoice for services to the ComVIP Executive Committee. ComVIP shall not be obligated to pay parties or individuals for the services covered by any invoice that is submitted more than forty-five (45) days after the date services are rendered, or more than forty-five (45) days after this MOU terminates, whichever is earlier.

4. Statistical Reporting

- (a) All LEAs shall collect and report the following statistical information to the ComVIP Taskforce:

- (1) The number of officers paid with grant funds
- (2) For each grant activity, the following information must be collected and reported:
  - a. Time and Day of Grant Activities
  - b. Type of Grant Activity
  - c. Location of Grant Activities
  - d. Number of Officers assigned to an activity
  - e. Number of Vehicles Used
  - f. Number of Criminal Arrests
  - g. Number of Citations Issued
    - a. Criminal Citations
    - b. Infraction/Moving Citations
    - c. Parking Citations
  - h. Number of Verbal Warnings
    - a. Misdemeanor offenses with no action taken
    - b. Infractions/Moving violations with no action taken
    - c. Parking Violations with no action taken
  - i. Demographics of Arrestees
    - a. Age
    - b. School or organization affiliations
  - j. Approximate number of attendees at the site of the violation
  - k. Type of Alcohol involved
    - a. Malt liquor
    - b. Beer
    - c. Hard Liquor
    - d. Wine
    - e. Mixed Cocktail
  - l. Number of Attempts With No Violations (decoy buy program)
  - m. Type of Alcohol Product Purchased (decoy buy program)

5. Availability of Funds. Payment of all services provided pursuant to this MOU is contingent upon the State DHCS funding the SPF-SIG with United Way of Merced and ComVIP. In administering the SPF-SIG, the City of Merced and ComVIP shall make payments in accordance with funding levels provided by the State DHCS for each activity and shall not be liable for any claims in excess of funding levels. In the event that State DHCS does not fund ComVIP's grant, neither the City of Merced nor ComVIP nor the University of California Merced, nor the Merced County Probation nor United Way of Merced shall be liable for any payment whatsoever. ComVIP shall make payments within 45 days from receipt of State DHCS funding, provided that parties and or individuals have properly submitted invoices in accordance with Paragraph 3 (c). ComVIP may terminate this MOU in accordance with the provisions of Section 1(b) hereof due to unavailability of State DHCS funds.
6. Alteration. This MOU is complete, final, and entire agreement and understanding of the parties hereto and contains all the terms and conditions agreed upon by the parties. No amendment, alteration, or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.
7. Records
- (a) Access. Agencies and individuals agree to provide to ComVIP, to any federal or state agency having monitoring or reviewing authority or their authorized representatives upon reasonable notice, access to and the right to examine and audit all records and documents related to this MOU to determine compliance with relevant federal, state and local statutes, rules and regulations and this MOU, and to evaluate the quality, appropriateness and timeliness of services performed, for a period of at least three (3) years from the termination date of this MOU, or until audit finding are resolved, whichever is greater.

- (b) Retention. ComVIP shall maintain and preserve in its possession all records relating to this MOU for a period of at least three (3) years from the termination date of this MOU, or until audit findings are resolved, whichever is greater.
- (c) Upon request, statistical data collected pursuant to this MOU shall be made available to participating LEAs.

8. Compliance with Applicable Laws and policies.

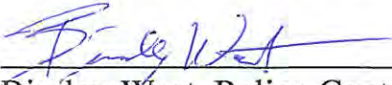
- (a) All services to be performed by all agencies and individuals pursuant to this MOU shall be performed in accordance with all applicable federal, state, county, and municipal laws, ordinances and regulations.
- (b) Additionally, all law enforcement officers participating in SPF-SIG activities shall ensure that their actions adhere to their departmental policies and guidelines.
- (c) Each SPF-SIG activity will be supervised by a LEA supervisor with the rank of Sergeant or above. The lead LEA agency responsible for providing supervision from each SPF-SIG enforcement activity will be determined and mutually agreed upon in advance by ComVIP's Executive Committee at the time that a final SPF-SIG activities schedule is reviewed and approved by the ComVIP's Executive Committee.

9. Indemnification. Each responsible party shall indemnify, protect, defend, save, and hold all other parties, and each such other parties' 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 from such responsible party, its officers, employees, volunteers, and agents during performance of this MOU, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of such responsible party's officers, employees, agents, volunteers.




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

Respectfully Submitted,

  
Bimley West, Police Captain

Reviewed and Approved,

MERCED POLICE DEPARTMENT

  
Norman Andrade, Chief of Police

4-12-16

Date

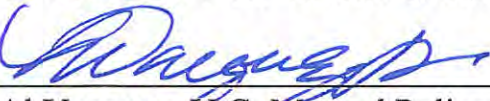
MERCED COUNTY PROBATION DEPARTMENT

  
Jeff Kettering,  
Interim Merced County Probation Chief

5/9/16

Date


UNIVERSITY OF CALIFORNIA, MERCED POLICE DEPARTMENT

  
Al Vasquez, U.C. Merced Police Chief

05/12/2016

Date

UNITED WAY OF MERCED COUNTY, INC.

  
Carol Bowman, Executive Director  
United Way of Merced County

5-23-2016

Date

APPROVED: CITY OF MERCED

BY: \_\_\_\_\_

Steve Carrigan  
City Manager

\_\_\_\_\_  
Date

ATTEST:  
STEVE CARRIGAN, CITY CLERK

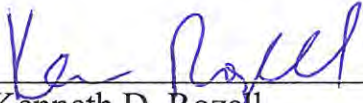
BY: \_\_\_\_\_

John Tressider  
Assistant City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

BY: \_\_\_\_\_

  
Kenneth D. Rozell  
Senior Deputy City Attorney

  
\_\_\_\_\_  
Date



## ADMINISTRATIVE REPORT

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**Agenda Item: H.23.**

Meeting Date: 6/6/2016

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**Report Prepared by:** *Jamie Cruz, Secretary II, Engineering*

**SUBJECT:** Introduction of an Ordinance Dealing with No Parking Zones and Freight and Passenger Loading Zones

### REPORT IN BRIEF

Consider recommendations from the Traffic Committee approving the addition of a no parking zone along West 14<sup>th</sup> Street, and the alteration of an existing no parking zone on the north side of East 20<sup>th</sup> Street to a loading zone.

### RECOMMENDATION

**City Council** - Adopt a motion introducing **Ordinance 2459**, an Ordinance of the City Council of the City of Merced, California, Amending Section 10.28.230, "No Parking Zones," and Section 10.32.050, "Freight and Passenger Loading Zones - Locations," of the Merced Municipal Code.

### ALTERNATIVES

1. Approve, as recommended by the Traffic Committee; or,
2. Modify ordinance for introduction; or,
3. Deny.

### AUTHORITY

This request amends the designated no parking zones listed in Merced Municipal Code (MMC) Section 10.28.230. This request also amends the freight and passenger loading zones listed in MMC Section 10.32.050.

The California Vehicle Code (CVC) gives a local body (or official) jurisdiction for traffic control devices, provided the devices are installed in accordance with the State Traffic Manual.

### CITY COUNCIL PRIORITIES

Not applicable.

### DISCUSSION

As a result of the March 8, 2016 meeting, the Traffic Committee approved a no parking zone along the south side of West 14<sup>th</sup> Street, west of "V" Street (see Attachment 2). The no parking zone was requested by the City of Merced Site Plan Review Committee due to an expected increase in traffic from the proposed automotive shop to be located at 1535 West 14<sup>th</sup> Street.

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Also as result of the March 8<sup>th</sup> meeting, the Traffic Committee approved altering an existing no parking zone on the north side of East 20<sup>th</sup> Street, just east of G Street, to a freight and passenger loading zone (see Attachment 3). The item was requested by the property owner due to parking conflicts and traffic congestion caused by freight vehicles blocking the parking lot of the shopping/office complex (see Attachment 5). As part of Traffic Committee's approval, the committee stipulated the installation of the curb markings and any applicable signs would be paid for by the applicant.

### **IMPACT ON CITY RESOURCES**

No appropriation of funds is needed.

### **ATTACHMENTS**

1. Proposed Ordinance
2. Location Map - West 14<sup>th</sup> Street
3. Location Map - East 20<sup>th</sup> Street
4. TC Request #16-004 (West 14<sup>th</sup> Street)
5. TC Request #16-010 (East 20<sup>th</sup> Street)
6. Minutes Excerpt - March 8, 2016

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
AMENDING SECTIONS 10.28.230, “NO PARKING  
ZONES” AND 10.32.050, “FREIGHT AND  
PASSENGER LOADING ZONES – LOCATIONS”  
OF THE MERCED MUNICIPAL CODE**

**THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN  
AS FOLLOWS:**

**SECTION 1. AMENDMENT TO CODE.** Section 10.28.230, “No Parking Zones,” of the Merced Municipal Code is hereby amended by adding the following portion of the following street:

“Street:  
South side of West 14<sup>th</sup>  
Street

Portion:  
Beginning at the west line  
of V Street, then westerly  
through the entire radius of  
the cul-de-sac.”

**SECTION 2. AMENDMENT TO CODE.** Section 10.28.230, “No Parking Zones,” of the Merced Municipal Code is hereby amended by deleting the following portion of the following street:

“Street:  
North side of East 20<sup>th</sup>  
Street

Portion:  
Beginning at a point that is  
45 feet from the east line of  
G Street, thence easterly 65  
feet.”

**SECTION 3. AMENDMENT TO CODE.** Section 10.32.050, “Freight and Passenger Loading Zones – Locations,” of the Merced Municipal Code is hereby amended by adding the following portion of the following street:



“Street:  
North side of East 20<sup>th</sup>  
Street

Portion:  
Beginning at a point that is  
45 feet from the east line of  
G Street, thence easterly 65  
feet.”

**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 \_\_\_\_ day of \_\_\_\_\_, 2016, and was passed and adopted at a regular meeting of said City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2016, by the following called vote:

**AYES: Council Members:**

**NOES: Council Members:**

**ABSTAIN: Council Members:**

**ABSENT: Council Members:**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**  
**STEVE CARRIGAN, CITY CLERK**

**BY:** \_\_\_\_\_  
**Assistant/Deputy City Clerk**

**(SEAL)**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**City Attorney** **Date**



AUTO CENTER DR

15TH ST

Proposed  
Automotive  
Shop

HWY 99 ON RAMP

14TH ST

Request for Addition  
of No Parking Zone

V ST

HWY 99

14TH ST

HWY 99 OFF RAMP

HWY 99

MCSWAIN RD

HWY 99 OFF RAMP

13TH ST





Request to Modfiy Existing Red Curb  
to Loading Zone

20TH ST

9th St

**MINUTES EXCERPT**  
**SITE PLAN REVIEW COMMITTEE**  
**NOVEMBER 12, 2015**

- 4.3 Site Plan Application #391, submitted by David McGhee on behalf of himself, Suzanne McGhee, Timothy Reusch, and Anita Reusch, property owners, to allow the construction of a 10,000-square-foot automotive shop, a future 4,750-square-foot shell building, and associated parking on a 1.1-acre vacant parcel located at 1535 W. 14th Street, within a General Commercial (C-G) Zone.

Planner MENDOZA-GONZALEZ reviewed the application for this item. For further information, refer to Draft Site Plan Review Committee Resolution #391.

The applicants informed the Committee that they would like to obtain design approval for the proposed shell building with this request. Initially, the applicants wanted design approval for the automotive shop only, but recent financing opportunities may allow them to construct the shell building sooner than expected. The shell building would be consistent with the proposed automotive shop using the same materials and a similar design.

The Committee had no issues with this request. They recommended adding Condition #30 so that Planning staff can review the design of the shell building during the building permit stage.

Chairperson GONZALVES mentioned that Condition #15 should be corrected to show that the “Fire Department” will be responsible for reviewing the fire service water line, not the “Public Works Department.”

Moreover, Committee Member CARDOSO noted that the subject site may not have a sidewalk easement along 14<sup>th</sup> Street. He recommended adding Condition #31 so that a sidewalk easement would be created if there wasn’t one there.

Committee Member CARDOSO was concerned that W. 14<sup>th</sup> Street may not be wide enough to accommodate driving lanes and on-site parking (on both sides of the street). Chairperson GONZALVES recommended adding Finding G so that the Traffic Committee can review these matters and consider prohibiting parking on the south side of W. 14<sup>th</sup> Street (as the south side of the



street is adjacent to an on-ramp for Highway 99 while the north side is adjacent to businesses) if needed.

M/S STEPHENSON-GONZALVES, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #15-32, and approve Site Plan Application #391, subject to the Findings and twenty-nine (29) conditions set forth in the Draft Resolution #391 with the additions of Finding G, Condition #30, and Condition #31 and a modification to Condition #15:

(Note: ~~Strikethrough~~ deleted language, underline added language.)

"G) The Site Plan Committee shall refer the consideration for no parking on the south side of W. 14<sup>th</sup> Street to the Traffic Committee.

"15. A fire service water line shall be installed on-site as required by the ~~Building~~ Fire Department.

"30. The proposed shell building shall be similar in design and materials to the auto shop building. Details to be worked out with Planning staff at the building permit stage.

"31. If the sidewalk is not already in an easement, then the developers shall dedicate an easement to the City for sidewalk purposes."

AYES: Committee Members Cardoso, Stephenson, and Chairperson Gonzalves

NOES: None

ABSENT: None

# City of Merced

RQ#: 16-010

## Citizen Action Request Form: Traffic Committee

Contact Person: Kay Flanagan Snelli <sup>Roberta Flanagan</sup> Day Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ Today's Date: 3/04/16

Location of Concern (map attachments and photographs are encouraged):

2000 G St

Describe Concerns At This Location: corner of 20th St & G St  
wanting to change curb red zone to green  
for loading on 20th & G St

### For Official Use Only:

Project #: \_\_\_\_\_ Date Received: \_\_\_\_\_ Date Field Inspected: \_\_\_\_\_

Field Inspection Results: \_\_\_\_\_

Date Response To Contact Person: \_\_\_\_\_

Resolution of Concern: \_\_\_\_\_

Date Completed: \_\_\_\_\_

\_\_\_\_\_  
Traffic Engineer's Signature or Designee

\_\_\_\_\_  
Date

**MINUTES EXCERPT**  
**TRAFFIC COMMITTEE**  
**MARCH 8, 2016**

1. Request #16-004 – Request for the Addition of a No Parking Zone along a Portion of West 14<sup>th</sup> Street (Site Plan Review Committee)  
*(The City of Merced Site Plan Review Committee recommends the addition of a no parking zone along the south side of 14<sup>th</sup> Street at V Street due to the increased traffic expected from the proposed automotive shop to be located at 1535 West 14<sup>th</sup> Street.)*

Chairperson ELWIN asked Fire Chief Henry if the Fire Department had any concerns with the location. Chief HENRY responded that the Fire Department would be in favor of the no parking zone as it would provide additional space for fire response vehicles in an emergency.

Committee Member OLMOS suggested posting no parking signs, as opposed to the installation of red curb, to reduce maintenance costs.

**MOTION:** To approve a no parking zone along the south side of 14<sup>th</sup> Street, west of V Street.

**COUNCIL ACTION REQUIRED:** Approves amending the current ordinance to include the no parking zone.

Shawn Henry Moved, Julie Nelson Seconded

**Vote:** 5-0

**Voting Aye:** Ken Elwin, Shawn Henry, Julie Nelson, Juan Olmos,  
Jacob Struble

**Absent:** None

7. Request #16-010 – Request for Removal of No Parking Zone and Addition of Loading Zone on East 20<sup>th</sup> at G Street (Kay Flanagan)  
*(Citizen requests the existing no parking zone be modified to a loading zone on the north side of East 20<sup>th</sup> Street at G Street.)*

Citizen KAY FLANAGAN was present and detailed her request, stating she was requesting the changes on behalf of her mother [the property owner] due to parking conflicts and traffic congestion caused by large freight vehicles parking within their parking lot. Ms. FLANAGAN stated the addition of a loading zone adjacent to the property would help alleviate some, if not all, of their issues.

Committee Member OLMOS and Chairperson ELWIN agreed the cost for installation and maintenance of the yellow curb marking and sign postings would be the responsibility of the applicant. Ms. Flanagan agreed to the stipulation and was informed that City staff would be in contact with her at a later date to make arrangements.

**MOTION:** To approve the request for a yellow loading zone on East 20<sup>th</sup> Street at G Street, conditional upon the applicant paying for the installation of curb markings and applicable signs, and contingent upon Council approval.

**COUNCIL ACTION REQUIRED:** Approves amending the current ordinances to remove the no parking zone and add the loading zone on East 20<sup>th</sup> Street.

Ken Elwin Moved, Mike Miller Seconded

**Vote:** 5-0

**Voting Aye:** Ken Elwin, Shawn Henry, Julie Nelson, Juan Olmos,  
Jacob Struble

**Absent:** None



## ADMINISTRATIVE REPORT

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**Agenda Item: H.24.**

**Meeting Date: 6/6/2016**

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**Report Prepared by:** John C. Sagin, Jr., AIA - Principal Architect

**SUBJECT:** Increase Contingency Percentage for Stephen Leonard Park Renovation, Project 115045

### REPORT IN BRIEF

Authorizes approval to increase the contingency to 13% of the original construction contract amount, for a total of \$83,196.90 of additional work.

### RECOMMENDATION

**City Council** - Adopt a motion increasing the contingency to 13% for the Stephen Leonard Park Renovation Project 115045; and, authorizing the City Manager to sign 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; 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, Article XI, Section 1109 - Contracts on Public Works, and Merced Municipal Code Chapter 3.04, Article IV - Public Works Contracts. Every project involving an expenditure of more than sixty three thousand and fifty-four dollars (\$63,054) for the construction or improvements of public buildings, works, streets, drains, sewers, utilities, parks, and playgrounds shall be let by contract to the lowest responsive and responsible bidder after notice by publication in the official newspaper by one or more insertions, the first of which shall be at least ten days before the time for opening bids.

### CITY COUNCIL PRIORITIES

As provided for in the 2015-16 Adopted Budget.

### DISCUSSION

The project scope consists, in general, of the installation of a water park, skate park, climbing rock, playground equipment, shade structure, and remodeling of the existing restroom. The project also



includes lighting, modification of the sprinkler system, water lines, removal and replacement of sidewalks, removal and replacement of concrete walks, and underground drainage system. The project is located at Stephen Leonard Park, at 6th and T Streets, within the City of Merced.

Construction began in January 2016, and consistent with these types of projects, a number of unexpected conditions were encountered in the field and additional items were necessary to better serve the community. Two change orders in the amount of \$62,907.86 were issued to Taylor Backhoe in March & May 2016. Change order #1 included the installation additional drain pipe between the restrooms, drill through the wall for mounting the sprinkler controller, relocate restroom sewer line, additional excavation due to tree routes, and off hauling the unsuitable native soil. Change Order #2 included the removal of additional sidewalk, installation additional sidewalk, additional site grading, repair of sprinkler and irrigation lines due to the tree routes, additional expansion joint filler, colored acid stain at the splash park, and metal security plates for the restrooms.

The Engineer's Estimate for construction, out of the \$828,775 HRP Grant, was originally \$650,000. On December 21, 2015, Council awarded the project to the lowest bidder, Taylor Backhoe Service, Inc., in the amount of \$639,976.22. At that time the following Construction Budget was approved:

Construction	\$ 639,976.22
Contingency (10%)	\$ 63,997.62
Construction Engineering, Testing, Inspection	\$ 84,081.46
Preliminary Engineering / Design	\$ 40,719.70
Total	\$ 828,775.00

At the December 21, 2015, meeting, Council authorized the City Manager to approve change orders for up to 10% of the total contract. A final change order is necessary to complete the project. Staff is requesting Council approve the contingency increase to 13%, which equates to \$83,196.90, so that the remaining work can be completed prior to the grant expiration on June 30, 2016. The revised proposed budget is as follows:

Construction	\$ 639,976.22
Contingency (13%)	\$ 83,196.90
Construction Engineering, Testing, Inspection	\$ 64,885.18
Preliminary Engineering / Design	\$ 40,719.70
Total	\$ 828,775.00

## HISTORY AND PAST ACTIONS

On January 5, 2015, Council accepted a grant from the Housing Related Park (HRP) Program with the Department of Housing and Community Development (HCD) in the amount of \$828,775 for the design and construction of the Stephen Leonard Park Renovation Project.

On September 21, 2015, Council rejected all bids for the Stephen Leonard Park Renovation Project due to the one bid received being more than \$250,000 over the project budget.

On December 21, 2015, Council awarded the construction contract to Taylor Backhoe Service, Inc., in the amount of \$639,976.22.

**IMPACT ON CITY RESOURCES**

This project was established as a Capital Improvement Project and account 424-1201-647.65-00-115045 contains sufficient funding to complete the project.



## ADMINISTRATIVE REPORT

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**Agenda Item: I.1.**

Meeting Date: 6/6/2016

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**Report Prepared by:** *Michael Miller, Public Works Manager-Tax Services*

**SUBJECT:** Maintenance Districts' Engineer's Report and Budgets for Fiscal Year 2016/2017 - Public Meeting

### REPORT IN BRIEF

Consider public input on the various Maintenance Districts' budgets during the public meeting, without taking action on the determination of assessment levy until the close of the public hearing scheduled for Monday, June 20, 2016.

### RECOMMENDATION

**City Council** - Adopt a motion seeking public input on the Fiscal Year 2016/2017 Maintenance Districts' budgets, without taking action until the public hearing is closed on June 20, 2016.

### ALTERNATIVES:

1. Approve as recommended by the Director of Public Works; seek public input on the Maintenance Districts' budgets, without taking action until the public hearing is closed on June 20, 2016; 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 existing 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.

### DISCUSSION

State Law requires each year the Merced City Council hold both a public meeting and public hearing on the various maintenance districts for the coming fiscal year, before final adoption of the budget.

Therefore, on April 18, 2016 at their regularly scheduled meeting Council set the public meeting date

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for June 6, 2016, and the public hearing for June 20, 2016.

The 2016/2017 City Engineer's Reports and Budgets on the various Maintenance Districts have been submitted to the City Clerk's office, as required by MMC Sections 13.62.130 and 13.62.150, and are available upon request for review. Attachment 1 is a summary of the budgets, assessment levies, and abeyances.

After preparation of the budgets, it has been determined none of the Districts require a special ballot proceeding prior to Council's approval of the various budgets. Several Districts will continue to benefit from available operating reserves, as well as a Consumer Price Index (CPI) increase adjustment of 1.3%.

### **Fahrens Park II**

This particular budget includes \$25,000 in funding for the third phase of the eucalyptus tree maintenance and beautification project. Approximately 400 trees have been identified for inspection, pruning, and removal. They are located on the north and south sides of Buena Vista Drive, between North Highway 59 and Lago Court, including the bike paths along Fahrens and Black Rascal Creeks.

The goal of the project is to ensure these trees are safe and healthy to minimize conflicts with pedestrians, vehicle traffic, and dwellings.

Also, it will enhance the existing character and beauty of the area and naturalistic scenic bike pathways.

The work is anticipated to begin prior to the start of the winter season with all dead, diseased, and hazardous trees or branches removed to include undergrowth and debris.

This project will be a partnership with the California Department of Forestry/Mount Bullion Conservation Camp, private landscape contractor, and Public Works staff.

### **Campus North and Pleasanton Park**

Landscape maintenance services at Campus North and Pleasanton Park Maintenance Districts are currently being performed on a will-call basis as funding allows. Due to the large quantity of mature landscape vegetation within these Districts, as well as 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. We will continue to work with volunteer service groups for future cleanup activities.

In addition, maintenance service schedules will remain at reduced levels at the following Districts: Merced Auto Center, Olivewood, and Hansen Park. This is the direct result of the failed assessment ballot proceedings of December 1, 2008.

Staff will continue to monitor these budgets prudently ensuring expenses do not exceed available revenue.

### **Mansionette**

Annual assessments levied against property owners, as well as operating reserves are insufficient to cover on-going landscape maintenance services and storm drain pump utility costs.

In previous years District landscape maintenance services were completed primarily from deposits made by the original developer, Della Wathen. Between Fiscal Years 2003/2004 through 2015/2016 reserve spending totaled \$92,885; averaging \$7,145 annually.

At this time, District reserves are insufficient to cover on-going maintenance services. Currently, the operating fund balance is approximately \$1,024. Therefore, landscape maintenance services are being completed on a will-call basis.

On December 17, 2007 parcel numbers 231-010-011, 231-010-015, 231-010-016, and 231-040-003 were transferred out of the Mansionette Maintenance District and annexed into the newly formed Mercy Hospital Community Facilities District (CFD) Improvement Area 31. This annexation has resulted in approximately \$388 in annual assessment revenue required to cover landscape public improvements costs diverted from Mansionette and deposited into the Mercy Hospital CFD.

Prior to additional transfer of parcels out of Mansionette a thorough analysis is required by the Finance, Development Services, City Attorney's Office, and Public Works Departments to determine the fiscal impact to the District, in order to set the appropriate assessment levy. Also, such an impact may result in an assessment ballot proceeding being held to receive property owners' approval to increase levies and approve parcel transfers.

### **Abeyances**

At the Council meeting held on February 17, 2015, Council approved the Maintenance District Operating and Capital Reserve Fund policy to determine appropriate reserve levels; and, determine appropriate benefit assessment abeyances for Districts that have reserve balances above that required by the Fund Balance policy.

The maximum reserve necessary to ensure continued operations, improvements, and repairs for individual Districts shall be calculated by adding the following:

1. An amount equal to one year's operating reserves
2. An amount equal to that necessary to replace foreseeable losses of capital equipment, exclusive of any storm pump specific items contained within the District; and,
3. An amount equal to that necessary to complete any future (unbuilt) planned capital improvement projects.

Maintenance District Name	Reserve Fund Balance	Recommended 5-Year Abeyance	Reserve Balance After Abeyance	Annual Assessment Per Unit Without Abeyance	Annual Assessment Per Unit With Abeyance



<b>Glenhaven Park</b>	\$36,167	\$15,168	\$20,999	\$36.82	\$7.36
<b>Quail Run</b>	\$94,104	\$21,758	\$72,346	\$21.59	\$12.59
<b>Sequoia Hill</b>	\$77,136	\$11,200	\$65,936	\$152.82	\$123.73
<b>Sky Moss</b>	\$67,504	\$10,701	\$56,803	\$217.44	\$187.63
<b>Total:</b>	<b>\$274,911</b>	<b>\$58,827</b>	<b>\$216,084</b>	<b>\$429</b>	<b>\$331.31</b>

Districts receiving abeyances will be for a period of one (1) to five (5) years and not to exceed 80% of the current assessment levy. The four (4) Districts for which abeyances are recommended will all require five (5) years to reach appropriate reserve levels.

### **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 consumer price index (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;
- City 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;
- City 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. The CPI adjustment increase to the budgets with previously held successful ballot proceedings will be 1.3%; compared to 1.8% last year.

Council will have the opportunity to consider a motion on the various budgets following the close of the public hearing on June 20, 2016.

### **IMPACT ON CITY RESOURCES**

The Finance Department has verified sufficient reserves and funding are available.

### **ATTACHMENTS**

1. Budget Summaries

# BUDGET SUMMARIES - MAINTENANCE DISTRICTS

FISCAL YEAR 2016/2017

## ATTACHMENT #1

			Fiscal Year 2015/2016					Fiscal Year 2016/2017					Operating Reserves				
Fund #	District Name	Service Type	Approved Budget	Approved Assessment	Proposed Abeyance	City Share	Balance (Reserve) Required	Proposed Budget	Proposed Assessment	Proposed Abeyance	City Share	Reserve Balance Required	Projected Operating Reserve	Balance after use of Reserve/Abeyance	Projected Pump Reserve	Prop 218 Ballot Year	
100	Quail Creek	L	33,565.00	33,565.00			-	38,963.00	38,963.00				44,209.00	44,209.00	N/A	03/04	
101	West Creek Homes 1	B	13,391.20	13,391.20			-	13,378.08	13,378.08							00/01	
	West Creek Homes 2	SD	1,194.80	1,194.80			-	1,054.92	1,054.92				52,270.00	52,270.00	23,730.00	00/01	
102	Silverado #1	B	38,975.00	38,975.00			-	45,881.00	45,881.00				87,640.00	87,640.00	16,687.00	00/01	
103	Oakmont No 3	L	22,456.00	21,000.00			1,456.00	23,000.00	21,500.00			1,500.00	10,272.00	8,772.00	N/A	02/03	
104	Northwood Village	L	10,546.00	6,629.00			3,917.00	10,860.00	6,629.00			4,231.00	19,488.00	15,257.00	N/A	N/A	
105	Village Landing	L	6,828.00	6,828.00			-	7,855.00	7,855.00				16,648.00	16,648.00	N/A	03/04	
106	Village West	SD	9,686.00	5,191.00			4,495.00	8,444.00	5,191.00			3,253.00	28,747.00	25,494.00	22,860.00	N/A	
107	E Collage Homes	SD	3,262.00	3,262.00			-	3,262.00	3,262.00				1,231.00	1,231.00	22,175.00	N/A	
108	Sunset West	B	16,308.00	16,308.00			-	18,529.00	18,529.00				59,739.00	59,739.00	26,368.00	01/02	
109	Glenhaven Park	SD	4,119.00	758.40	3,033.60		327.00	4,119.00	758.40	3,033.60		327.00	36,167.00	32,806.40	21,267.00	N/A	
110	Oakbrook	SD	11,618.00	8,299.00			3,319.00	8,299.00	8,299.00				12,104.00	12,104.00	21,140.00	N/A	
111	Moss Landing	SD	3,481.00	3,481.00			-	3,481.00	3,481.00				2,379.00	2,379.00	20,936.00	12/08	
113	Yosemite Village	SD	7,278.00	4,505.00			2,773.00	6,499.00	4,505.00			1,994.00	16,023.00	14,029.00	22,647.00	N/A	
114	Oakmont Village	SD	6,770.00	6,770.00			-	7,235.00	7,235.00				16,115.00	16,115.00	14,566.00	00/01	
115	Pleasanton Park	L	4,843.00	4,843.00			-	4,843.00	4,843.00				3,388.00	3,388.00	N/A	12/08	
116	Deer Park 1&2	SD	4,666.00	4,023.00			643.00	4,023.00	4,023.00				27,109.00	27,109.00	22,987.00	N/A	
117	Merced Auto Center	B	11,492.00	3,855.00		6,708.60	928.40	13,924.00	3,855.00		8,617.95	1,451.05	6,773.00	5,321.95	-	12/08	
118	Quail Run	SD	10,435.00	6,083.00	4,352.00		-	10,435.00	6,083.00	4,352.00			94,104.00	89,752.00	30,857.00	98/99	
119	Landscape District 1	L	992.00	992.00			-	992.00	992.00				31,894.00	31,894.00	N/A	N/A	
120	Downtown Area 1	L	126,633.21	119,729.59				131,689.95	119,729.59							N/A	
	Downtown Area 2	L	66,143.79	62,537.85			10,509.56	68,785.05	62,537.85			18,207.56	32,689.00	32,689.00	N/A	N/A	
121	Ridgeview Meadows	B	15,018.00	11,464.00			3,554.00	13,246.00	11,464.00			1,782.00	4,090.00	2,308.00	21,914.00	N/A	
122	Fahrens Park	B	25,017.00	5,400.00		14,944.95	4,672.05	26,564.00	5,400.00		15,727.50	5,436.50	80,940.00	75,503.50	21,951.00	N/A	
123	Villa Santa Fe	SD	571.00	571.00			-	571.00	571.00				7,926.00	7,926.00	N/A	N/A	
124	Olivewood	B	3,864.00	1,532.86		2,183.58	147.56	3,909.00	1,532.86		2,375.94	0.20	308.00	307.80	10,411.00	12/08	
125	Campus North	B	10,800.00	10,800.00			-	12,258.00	11,000.00			1,258.00	13,882.00	12,624.00	5,533.00	99/00	
126	Mansionette	B	1,788.00	1,058.00			730.00	2,134.00	1,446.00			688.00	1,712.00	1,024.00	-	N/A	
127	Hansen Park	B	4,524.00	4,177.00			347.00	4,177.00	4,177.00				280.00	280.00	10,299.00	01/02	
132	Cypress Terrace	SD	2,488.72	2,488.72			-	3,344.10	3,344.10							02/03	
	Cypress Terrace	B	32,296.28	32,296.28			-	40,429.90	40,429.90				48,327.00	48,327.00	6,104.00	02/03	
136	Las Brisas	B	43,532.00	43,532.00			-	44,236.00	44,236.00				120,148.00	120,148.00	11,831.00	98/99	
139	Paulson Place Zone 1	B	8,698.98	7,000.00				8,927.54	7,130.00							00/01	
	Paulson Place Zone 2	SD	1,168.02	1,168.02			1,698.98	1,177.46	1,177.46			1,797.54	25,776.00	23,978.46	9,758.00	00/01	
140	Ronnie	SD	4,999.00	4,999.00			-	5,688.00	5,688.00				57,678.00	57,678.00	13,882.00	00/01	
141	Fahrens Pk 2 Zone 1	B	135,305.23	135,305.23			-	134,475.00	134,475.00							00/01	
	Fahrens Pk 2 Zone 2	SD	1,373.77	1,373.77			-	2,118.00	2,118.00				367,540.00	367,540.00	29,243.00	00/01	
142	LaBella Vista	B	22,132.00	22,132.00			-	23,739.00	23,739.00				33,216.00	33,216.00	5,134.00	02/03	
143	Davenport Ranch	B	2,172.16	2,172.16			-	2,365.56	2,365.56							02/03	
	Davenport Ranch	B	1,629.12	1,629.12			-	1,774.17	1,774.17							02/03	
144	Davenport Ranch	B	50,502.72	50,502.72			-	54,999.27	54,999.27				97,017.00	97,017.00	2,164.00	02/03	
	Sequoia Hill	B	11,767.00	9,527.00	2,240.00		-	11,767.00	9,527.00	2,240.00			77,136.00	74,896.00	8,610.00	02/03	
145	Skymoss	SD	3,931.50	3,174.01			-	3,437.50	2,775.19							03/04	
	Skymoss	B	7,175.50	5,792.99	2,140.00		-	7,669.50	6,191.81	2,140.00			67,504.00	65,364.00	3,272.00	03/04	
148	Lowe's	B	18,120.00	18,120.00			-	16,162.00	16,162.00				27,126.00	27,126.00	3,272.00	05/06	
151	Yosemite Gateway 1	B	23,601.91	23,601.91			-	24,125.58	24,125.58							05/06	
	Yosemite Gateway 2	B	13,401.09	13,401.09			-	13,698.42	13,698.42				36,804.00	36,804.00	-	05/06	
153	Vist Del Sol	B	18,355.00	18,355.00			-	17,089.00	17,089.00				57,356.00	57,356.00	5,134.00	05/06	
N/A	Total	N/A	\$878,915.00	\$803,794.72	\$11,765.60	\$23,837.13	\$39,517.55	\$915,634.00	\$835,221.16	\$11,765.60	\$26,721.39	\$41,925.85	\$1,723,755.00	\$1,688,271.11	\$434,732.00	N/A	

Service Type Abbreviations:

L: Landscape

SD: Storm Drain

B: Both

ATTACHMENT #1

# BUDGET SUMMARIES - MAINTENANCE DISTRICTS

FISCAL YEAR 2016/2017

## ATTACHMENT #1

Comments: CPI shown for Successful Ballots
CPI on 3/1/03 was 188.1
CPI on 3/1/00 was 173.4
CPI on 3/1/00 was 173.4
CPI on 3/1/00 was 173.4
CPI on 3/1/02 was 184.0
No Previous Ballot
CPI on 3/1/03 was 188.1
No Previous Ballot
No Previous Ballot
CPI on 3/1/01 was 180.1
No Previous Ballot
No Previous Ballot
Ballot Failed 12/1/08
No Previous Ballot
CPI on 3/1/00 was 173.4
Ballot Failed 12/1/08
No Previous Ballot
Ballot Failed 12/1/08
CPI on 2/1/98 was 163.2
No Previous Ballot
Ballot Failed 6/7/04
Ballot Failed 6/7/04
No Previous Ballot
No Previous Ballot
No Previous Ballot
Ballot Failed 12/1/08
Ballot Failed 12/1/08
No Previous Ballot
Ballot Failed 12/1/08
CPI on 8/1/02 was 185.8
CPI on 8/1/02 was 185.8
CPI on 7/1/98 was 164.3
CPI on 3/1/00 was 173.4
CPI on 3/1/00 was 173.4
CPI on 8/1/00 was 175.9
CPI on 8/1/00 was 175.9
CPI on 8/1/00 was 175.9
CPI on 5/1/02 was 185.0
CPI on 7/1/02 was 184.7
CPI on 7/1/02 was 184.7
CPI on 7/1/02 was 184.7
CPI on 8/1/02 was 185.8
CPI on 9/1/03 was 189.6
CPI on 9/1/03 was 189.6
CPI on 3/1/04 was 192.2
CPI on 1/1/04 was 189.0
CPI on 1/1/04 was 189.0
CPI on 3/1/04 was 192.2
N/A

### Service Type Abbreviations:

L: Landscape  
SD: Storm Drain  
B: Both

## ATTACHMENT #1



## ADMINISTRATIVE REPORT

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**Agenda Item: I.2.**

**Meeting Date: 6/6/2016**

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**Report Prepared by:** *Bill King, Principal Planner, Planning Department*

**SUBJECT:** General Plan Amendment #16-02 to Amend the City's General Plan to Address State Mandates Concerning Flooding

### REPORT IN BRIEF

This item amends the Safety and Conservation Elements of the *Merced Vision 2030 General Plan* to include information, maps, and policies consistent with state mandates related to protection of property and loss of life from future local flood events.

### RECOMMENDATION

**City Council** - Adopt **Resolution 2016-18**, a Resolution of the City Council of the City of Merced, California, approving a Categorical Exemption for General Plan Amendment #16-02 and Approving General Plan Amendment #16-02 to amend the Safety and Conservation Elements of the Merced Vision 2030 General Plan to include information, maps, and policies consistent with state mandates related to protection of property and loss of life from future local flood events.

### ALTERNATIVES

1. Approve, as recommended by the Planning Commission and staff; or,
2. Approve, subject to modifications (identify specific changes in the motion); or,
3. Deny, or,
4. Refer back to staff for reconsideration of specific items (specific items to be addressed in the motion); or,
5. Continue to a future Council meeting (date and time to be specified in motion).

### AUTHORITY

Under California Government Code Section 65358(a), a legislative body may amend, after a public hearing, all or part of an adopted General Plan if the body deems the amendment to be in the public's interest.

### CITY COUNCIL PRIORITIES

Not Applicable

### DISCUSSION

Federal, state, and local flood protection infrastructure is intended to withstand and protect against various amounts of flooding. While these reduce many flood-related impacts, they are not designed to protect communities from larger events, however. After Hurricane Katrina in the State of



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Louisiana, in recognition that state levees built to protect agricultural lands may be inadequate to protect urban and urbanizing areas, the State of California enacted several laws that require local communities to update their General Plans and municipal codes to require greater flood protection. Additionally, Water Code Section 8307 links flood liability with local planning decisions. Amending the General Plan to be consistent with the State's *2012 Central Valley Flood Protection Plan* (CVFPP) is the first step toward achieving the state-mandated higher flood protection standards.

Planning Staff Report #16-08 (Attachment 2), provides an overview of the state flood laws and relevance to the City of Merced, and, it describes how the recommended amendments to the City's General Plan satisfy a variety of state mandates. In general, the flood laws and mandates have added a new state flood hazard area based on a 200-year flood event. Existing federal flood hazard areas are based on 100-year and 500-year flood events. Geographically, this new event coincides within the federally mapped flood events, but it also adds a new area that is not covered by the existing federal flood hazard areas. This new area roughly covers 8 to 9 square miles of land within the City's growth area, centered on Black Rascal Creek that flows east to west, and extends just south of Olive Avenue and north of Yosemite Avenue (Attachment H of Attachment 2, Planning Commission Staff Report #16-08). Many new development projects of various types and sizes will be subject to the state mandate. Studies to identify the extent of flooding, along with recommended solutions to protect against a 200-year flood event will be required as part of the development review process of vacant lands within the 200-year flood hazard area.

On May 4, 2016, the Planning Commission held a public hearing on this matter and recommended by a 7-0 vote that the City Council adopt the General Plan Amendment as submitted. Recommended Amendments to the *Merced Vision 2030 General Plan* can be found in Attachments G, H, J, and K of Attachment 2, Planning Commission Staff Report #16-08. The state-imposed deadline for cities and counties to amend their General Plans is July 2, 2016.

Through Environmental Review #16-10, a Notice of Exemption (Attachment L of Attachment 2) was prepared.

## **IMPACT ON CITY RESOURCES**

No appropriation of funds is needed. This state-mandate will add additional project review work for Development Services Department staff.

## **ATTACHMENTS**

1. Planning Commission Resolution #3067
2. Planning Commission Staff Report #16-08
3. City Council Resolution

**CITY OF MERCED**  
**Planning Commission**

**Resolution #3067**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of May 4, 2016, held a public hearing and considered **General Plan Amendment #16-02**, initiated by the City of Merced, to amend the Safety and Conservation Elements of the *Merced Vision 2030 General Plan* to include information, maps, and policies consistent with state mandates related to protection of property and loss of life from future local flood events; and,

**WHEREAS**, the Merced City Planning Commission concurs with Findings A through H of Staff Report #16-08; and,

**NOW THEREFORE**, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council adoption of a Categorical Exemption regarding Environmental Review #16-10, and approval of General Plan Amendment #16-02.

Upon motion by Commissioner Padilla, seconded by Chairperson Colby, and carried by the following vote:

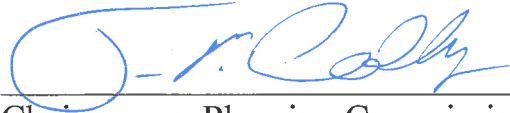
AYES: Commissioners Baker, Dylina, McLeod, Padilla, Smith, Smoot,  
and Chairperson Colby  
NOES: None  
ABSENT: None  
ABSTAIN: None

PLANNING COMMISSION RESOLUTION # 3067

Page 2

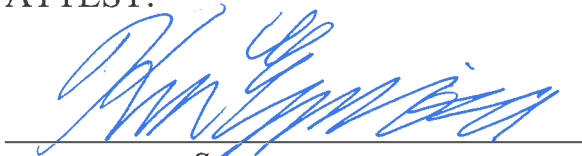
May 4, 2016

Adopted this 4<sup>th</sup> day of May 2016



Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:



Secretary

n:\shared:\planning\PC Resolutions\GPA#14-06-ZC#421 Merced Holdings-Yosemite & McKee

**CITY OF MERCED**  
**Planning & Permitting Division**

**STAFF REPORT: #16-08**

**AGENDA ITEM: 4.3**

**FROM:** Kim Espinosa,  
Planning Manager

**PLANNING COMMISSION**  
**MEETING DATE:** May 4, 2016

**PREPARED BY:** Bill King, AICP,  
Principal Planner

**CITY COUNCIL**  
**MEETING DATE:** June 6, 2016  
(Tentative)

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**SUBJECT:** **General Plan Amendment #16-02** initiated by the City of Merced, to amend the Safety and Conservation Elements of the *Merced Vision 2030 General Plan* to include information, maps, and policies consistent with state mandates related to protection of property and loss of life from future local flood events. \*PUBLIC HEARING\*

**ACTION:** PLANNING COMMISSION:

Recommendation to City Council

- 1) Environmental Review #16-10 (Categorical Exemption)
- 2) General Plan Amendment #16-02

CITY COUNCIL:

Approve/Disapprove/Modify

- 1) Environmental Review #16-10 (Categorical Exemption)
- 2) General Plan Amendment #16-02

**SUMMARY**

Federal, state, and local flood protection infrastructure is intended to withstand and protect against various amounts of flooding. While these reduce many flood-related impacts, they are not designed to protect communities from larger events, however. After Hurricane Katrina in the State of Louisiana, in recognition that state levees built to protect agricultural lands may be inadequate to protect urban and urbanizing areas (Attachment A), the State of California enacted several laws that require local communities to update their General Plans and municipal codes to require greater flood protection. Additionally, Water Code Section 8307 links flood liability with local planning decisions (Attachment B). Amending the General Plan to be consistent with the State's 2012 *Central Valley Flood Protection Plan* (CVFPP) is the first step toward achieving the state-mandated higher flood protection standards.

This Staff Report provides an overview of the state flood laws and relevance to the City of Merced. It then describes how the recommended amendments to the City's General Plan satisfy a variety of state mandates.

## **RECOMMENDATION**

Planning staff recommends that the Planning Commission recommend that the City Council approve General Plan Amendment (GPA) #16-02 (Attachments G, J & K), and adopt Environmental Review #16-10, a Categorical Exemption (Attachment L) in accordance with the draft Planning Commission Resolution (Attachment M).

## **PROJECT DESCRIPTION**

The recommended amendments to the *Merced Vision 2030 General Plan* are crafted to satisfy state mandates that require various categories of information to be including in a local jurisdiction's General Plan, these being:

- Identification of areas that may accommodate floodwater for groundwater recharge and storm-water management;
- data and analysis contained in the *2012 Central Valley Flood Protection Plan*;
- locations of flood hazard zones; and,
- goals, policies, objectives, and measures that reduce flood damage risks.

Per state law, these are proposed to be located in the Safety Element, the Land Use Element, and the Conservation Element of the General Plan. These General Plan Amendments form the foundation upon which new codes (also required by the State of California), will be crafted, and which need to be adopted no later than July 2, 2016. Though important considerations, the code amendments and related land-use entitlement “finding” requirements are not part of GPA#16-02, but will be part of subsequent actions by the City.

## **BACKGROUND**

### **2007 Flood Laws**

In addition to the provision of flood-protection infrastructure, prudent land use planning is also needed to effectively reduce potential adverse consequences of flooding. In 2007, after the Hurricane Katrina flooding calamity in Louisiana, the California Legislature adopted several flood-related laws that affect how cities and counties address flood risk, namely: Senate Bills (SB) 5 and 17, and Assembly Bills (AB) 5, 70, 156 and 162 (Attachment C). From the 2007 flood laws came five flood-related mandates (Attachment D):

- Mandate #1: Annual Review of General Plan Land Use Element (in effect)
- Mandate #2: Amend General Plan Conservation Element (in effect)
- Mandate #3: Amend General Plan Safety Element
- Mandate #4: Code Revisions
- Mandate #5: Project Findings



In October 2010, the Department of Water Resources published a handbook to assist a local community's understanding and implementation of these and other laws related to flooding [AB 2140 (2006), AB 1165 (2009) and SB 1070 (2010)]. The handbook sorts various aspects of the State's flood protection laws into different geographic regions of the state: 1) statewide; 2) Sacramento/San Joaquin Valley (SSJV); and, 3) Sacramento/San Joaquin Drainage District. The City of Merced is located within the "state" and "Sacramento/San Joaquin Valley" regions, but is located outside the "Sacramento/San Joaquin Drainage District," the most regulated region.

### **Black Rascal Creek/Merced County Stream Project**

Descriptions of "State Plan of Flood Control Facilities" are provided in Attachment F, and are excerpted from the *State Plan of Flood Control Descriptive Document*, pages 2-9, 3-46 (Figure 3-13), 3-49, and 5-12. Although all state facilities are located outside the City of Merced and planned future growth areas, they minimize flooding within Merced and its growth area. The most notable facility is the Black Rascal Creek Diversion, which if failed during a 200-year flood event, would flood a large portion of North Merced (Attachment H).

### **200-Year Floodplain:**

Water Code Section 9602 defines the 200-year flood protection as the minimum urban level of flood protection in the Sacramento-San Joaquin Valley. This higher standard is not limited to just those areas protected from State Plan of Flood Control (SPFC) Facilities, such as the Black Rascal Creek Diversion. Neither the State of California nor FEMA has prepared conclusive maps that definitively define these areas, however. Rather, local jurisdictions must establish these boundaries. Information about the 200-Year Floodplain, notably the effort by the California Department of Water Resources (DWR) to provide local jurisdictions with flood information related to the State Plan of Flood Control Facilities, and the City's role with respect to these maps have been provided to the City's Engineering Division. The informational map that was prepared by DWR for the City's use in preparing more definitive maps of the 200-year floodplain along Black Rascal Creek is also presented in Attachment E.

### **Flood Protection Assessment**

By July 2016, and using the foundational information added to the *Merced Vision 2030 General Plan* through GPA #16-02, among other sources, the City will be required by the State to make "findings" before approving a variety of projects susceptible to flooding. While the use of "findings" is not a part of the recommended changes to the General Plan, and their use won't occur until July 2016, how they will be used in the future is informative to the effort to amend the General Plan. The following is an excerpt about these findings from page 63 of the DWR document, "A Handbook for Local Communities – Implementing California Flood Legislation into Local Land Use Planning," October 2010.

"Government Code Sections 65865.5, 65962, and 66474.5 pertain to areas within the SSJV that are within a flood hazard zone (i.e., a special flood hazard area or an

area of moderate flood hazard). The addition of these Codes mandate that the board of supervisors of a county or the city council of a city cannot:

1. enter into a development agreement for any property (Government Code Section 65865.5); or,
2. approve any discretionary permit or other discretionary entitlement or any ministerial permit that would result in construction of a new residence, for a project (Government Code Section 65962); or,
3. approve any tentative map or a parcel map for which a tentative map was not required for any subdivision that is located within a flood hazard zone (Government Code Section 66474.5);

...unless a city or county finds, based on substantial evidence in the record, one of the following:

- “The facilities of the State Plan of Flood Control or other flood management facilities protect” the property, project, or subdivision “to the urban level of flood protection in urban and urbanizing areas;” or,
- “The city or county has imposed conditions on the” development agreement, permit or discretionary entitlement, or subdivision; whichever is applicable, “that will protect” the property, project, or subdivision “to the urban level of flood protection in urban and urbanizing areas;” or,
- “The local flood management agency has made adequate progress on the construction of a flood protection system which will result in flood protection equal to or greater than the urban level of flood protection in urban or urbanizing areas” for property, project, or subdivision “located within a flood hazard zone, intended to be protected by the system. For urban and urbanizing areas protected by project levees, the urban level of flood protection shall be achieved by 2025.”

### **FINDINGS/CONSIDERATIONS:**

The following findings and considerations discuss how the recommended amendments to the City’s General Plan satisfy State mandates 1, 2, and 3 below.

### **Mandate No. 1: Annual Review of the Land Use Element**

- A. Beginning in January 2008, State Law requires local jurisdictions to annually review the General Plan Land Use Element of those areas subject to flooding identified by flood

plain mapping prepared by FEMA (maps: FIRM, DFIRM) or DWR (maps: Awareness Floodplain Maps; BAM, LFPZ, CVFED and AFFED), assessing floodplain mapping, groundwater recharge, and/or stormwater management information and determining if any of the information is new and/or different from what is included in the existing general plan land use element, and amending General Plan information as appropriate and to assure internal consistency with other General Plan Elements. City Staff does this annual review and no amendments to the General Plan Land Use Element are currently needed.

### **Mandate No. 2: Update to the Conservation Element**

- B. The 2007 legislation amended Government Code Section 65302(d) to require local jurisdictions to amend their General Plan Conservation Element to identify rivers, creeks, streams, flood corridors, riparian habitat and land that may accommodate floodwater for purposes of groundwater recharge and stormwater management. The intent is to conserve areas used for groundwater recharge and stormwater management and to minimize urban development in these areas. Identification on maps or graphics is optional.

Therefore, General Plan Amendment #16-02 adds a statement to the Conservation Element (Attachment K) that identifies creeks, streams, flood corridors, or riparian habitat and lands in Merced's growth area that may offer groundwater recharge opportunities. Where appropriate, policies and implementation measures have been updated to reflect these opportunities (Attachment J).

### **Mandate No. 3: Update to the Safety Element**

State Law requires local jurisdictions to amend their General Plan Safety Element as described in Findings C, D, E and F below.

- C. Data and analysis contained in the *2012 Central Valley Flood Protection Plan*

From this data source, Levee Flood Projection Zone map and text is proposed to be added to Section 11.2.4 of the *Merced Vision 2030 General Plan*, replacing the current images in Figure 11.4 (Attachment G).

- D. Locations (maps) of Flood Hazard Zones

**FEMA-Based:** The *Special Flood Hazard Area* is an area with a 1% annual chance of a flood, also referred to as a 100-year flood. Moderate flood hazard area is an area with a 0.2% annual chance of a flood, also referred to as a 500-year flood. In Section 11.2.4 and Figure 11.5, the General Plan currently includes map-based data such as floodways, the 100-year floodplain and 500-year floodplain from Flood Insurance Rates Map (FIRM) maps provided by the Federal Emergency Management Agency (FEMA).

**State of California-Based:** The State of California has superimposed a state standard in addition to those promulgated by FEMA, known as the 200-year floodplain, also called the "Urban Level of Flood Protection." State flood-related infrastructure, has been installed to manage flooding along the Sacramento and San Joaquin Rivers. This infrastructure is known as the "State Plan of Flood Control" (SPFC). Some of this infrastructure is located in the Merced area. (Attachment F). Lands protected by SPFC improvements are subject to the state's "Urban Level of Flood Projection" standard.

The proposed General Plan Amendment includes new map data showing areas within the City's Sphere of Influence/Specific Urban Development Plan boundary affected by the State of California mandated "Urban Level of Flood Projection" (Attachment G). This map will be added as Safety Element, Section 11.2.4, Figure 11.5a. This map will be used in conjunction with the document titled, "Urban Level of Flood Protection, Summary Report, November 2015" prepared by Storm Water Consulting Inc. and Stantec, under contract with the City of Merced specifically for this General Plan Amendment (Attachment I).

#### E. Goals, Policies, Objectives

Based on the flood hazard information described above, and required by Government Code Section 65302(g)(2) (B) and (C), the Safety Element must establish a set of comprehensive goals, policies, objectives, and feasible implementation measures to protect communities from the "*unreasonable risks*" of flooding. The goals, policies, and objectives of the Safety Element must include, but are not limited to, the five categories described below. To satisfy this requirement, Staff recommends including the goals, policies, and objectives that are presented in Attachment J.

- **Risk Reduction:** Avoiding or minimizing the risks of flooding to new development.
- **Land Use Planning Practices:** Evaluating whether new development should be located in flood hazard zones, and identifying construction methods or other methods to minimize damage if new development is located in flood hazard zones.
- **Maintenance:** Maintaining the structural and operational integrity of essential public facilities during flooding.
- **Treatment of Essential Public Facilities:** Locating, when feasible, new essential public facilities outside of flood hazard zones, including hospitals and health care facilities, emergency shelters, fire stations, emergency command centers, and emergency communications facilities or identifying construction methods or other methods to minimize damage if these facilities are located in flood hazard zones.
- **Coordinating Efforts:** Establishing cooperative working relationships among public agencies with responsibility for flood protection.

With subsequent Housing Element updates, after the above items have been added, the Safety Element must be reviewed and revised, if necessary, to identify new information that was not available during the previous revision of the Safety Element.

F. Feasible Implementation Measures

To satisfy this requirement, Staff recommends including the implementation measures that are presented in Attachment J.

**General Plan Amendment Findings**

G. Staff has reviewed and considered the amendments to the General Plan, and has found that:

- The proposed amendments are consistent and compatible with the rest of the General Plan.
- The proposed amendments are in the public interest.
- The potential effects of the proposed amendments have been evaluated and have been determined not to be detrimental to the public health, safety, or welfare.

**Environmental Review**

H. In general, in accordance with CEQA Guideline 15061(b)(3), a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. GPA #16-02 falls within this general rule in that the primary purpose of the added data and policies is to reduce impacts related to flooding, depletion of water resources and natural habitats. Within these broad parameters, future flood control construction projects may be constructed, but these will be subject to CEQA at which time their type, location, and details are formed. GPA#16-02 does not assess, approve, or assign financial resources to such projects.

In addition to this general exemption, GPA #16-02 is also considered exempt through Categorical Exemption 15306. Categorical Exemption 15306, *Information Collection*, otherwise known as “Class 6,” consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded. GPA #16-02, notably the collection of data and its future



use for project assessments, is consistent with these criteria and is a “Class 6” Categorical Exemption.

Through Environmental Review #16-10, a Notice of Exemption (Attachment L) citing the aforementioned exemptions was prepared for GPA #16-02.

Attachments:

- A. Basis for the Central Valley Flood Protection Act of 2008
- B. Water Code Section 8307
- C. 2007 California Flood Legislation and Related Land Use Planning Actions (from resource #1, Addendum).
- D. State Mandate Overview
- E. DWR Informational Map of Black Rascal Creek 200-year floodplain
- F. State Plan of Flood Control Facilities
- G. Levee Flood Projection Zone map and text (Safety Element)
- H. Map depicting Regulatory Requirements for Flood Protection (Safety Element)
- I. Urban Level of Flood Protection Summary Report, November 2015
- J. Recommended Goals, Policies, and Implementation Measures (Safety Element)
- K. Proposed Conservation Element Amendments
- L. Env. Rev. #16-10, Notice of Exemption
- M. Draft Planning Commission Resolution

N:/Shared/Planning/Transfer/Bill King/Work Program/Current Planning/Projects/GPA/Flooding/PC Staff Report\_Flooding GPA

## **Central Valley Flood Protection Act of 2008**

Local jurisdictions located within the SSJV are subject to recent additional requirements as a result of the State Legislature passing Senate Bill 5, which includes the Central Valley Flood Protection Act of 2008 (Water Code Section 9600). As part of this Act (Water Code Section 9601), it is recognized by the State Legislature that:

- “The Central Valley of California is experiencing unprecedented development, resulting in the conversion of historically agricultural lands and communities to densely populated residential and urban centers.
- Levees cannot offer complete protection from flooding, but can decrease its frequency.
- The level of flood protection provided by the original flood control system for rural and agricultural lands will not be adequate to protect those lands if they are developed for urban uses.
- Levees built to reclaim and protect agricultural land may be inadequate to protect urban development unless those levees are significantly improved.
- Cities and counties rely upon federal floodplain information when approving developments, but the information available is often out of date and the flood risk may be greater than that indicated using available federal information.
- The current federal flood standard is not sufficient in protecting urban and urbanizing areas within flood prone areas throughout the Central Valley.
- Linking land use decisions to flood risk and flood protection estimates comprises only one element of improving lives and property in the Central Valley. Federal, State, and local agencies may construct and operate flood protection facilities to reduce flood risks, but flood risks will nevertheless remain for those who choose to reside in Central Valley floodplains. Making those flood risks more apparent will help ensure that Californians make careful choices when deciding whether to build homes or live in Central Valley floodplains, and if so, whether to prepare for flooding or maintain flood insurance.”

## **Water Code Section 8307/Flood Liability**

Water Code Section 8307 links flood liability with local planning decisions. As a result, it is highly important that local jurisdictions within the SSJV are aware that as of January 1, 2008, Water Code Section 8307 can require a city or county within the SSJV to: “contribute its fair and reasonable share of the property damage caused by a flood to the extent that the city or county has increased the State’s exposure to liability for property damage by unreasonably approving new development in a previously undeveloped area that is protected by a State flood control project.”

More simply, cities and counties now share flood liability with the State in the case of litigation over unreasonably approved new development on previously undeveloped areas. However, if a city or county complies with Government Code Sections 65302.9 and 65860.1; and 65865.5, 65962, and 66474.5, which includes amendments to the general plan and municipal code and otherwise makes land use decisions consistent with the CVFPP, then the local jurisdiction will not be required to contribute. Further, “a city or county is not required to contribute unless an action has been filed against the State asserting liability for property damage caused by a flood and the provisions,” as described above, “providing for contribution have been satisfied.” Furthermore, “a city or county is not required to contribute if the State settles the claims against it without providing the city or county with an opportunity to participate in settlement negotiations.” (Water Code Section 8307)

## 2007 California Flood Legislation and Related Land Use Planning Actions

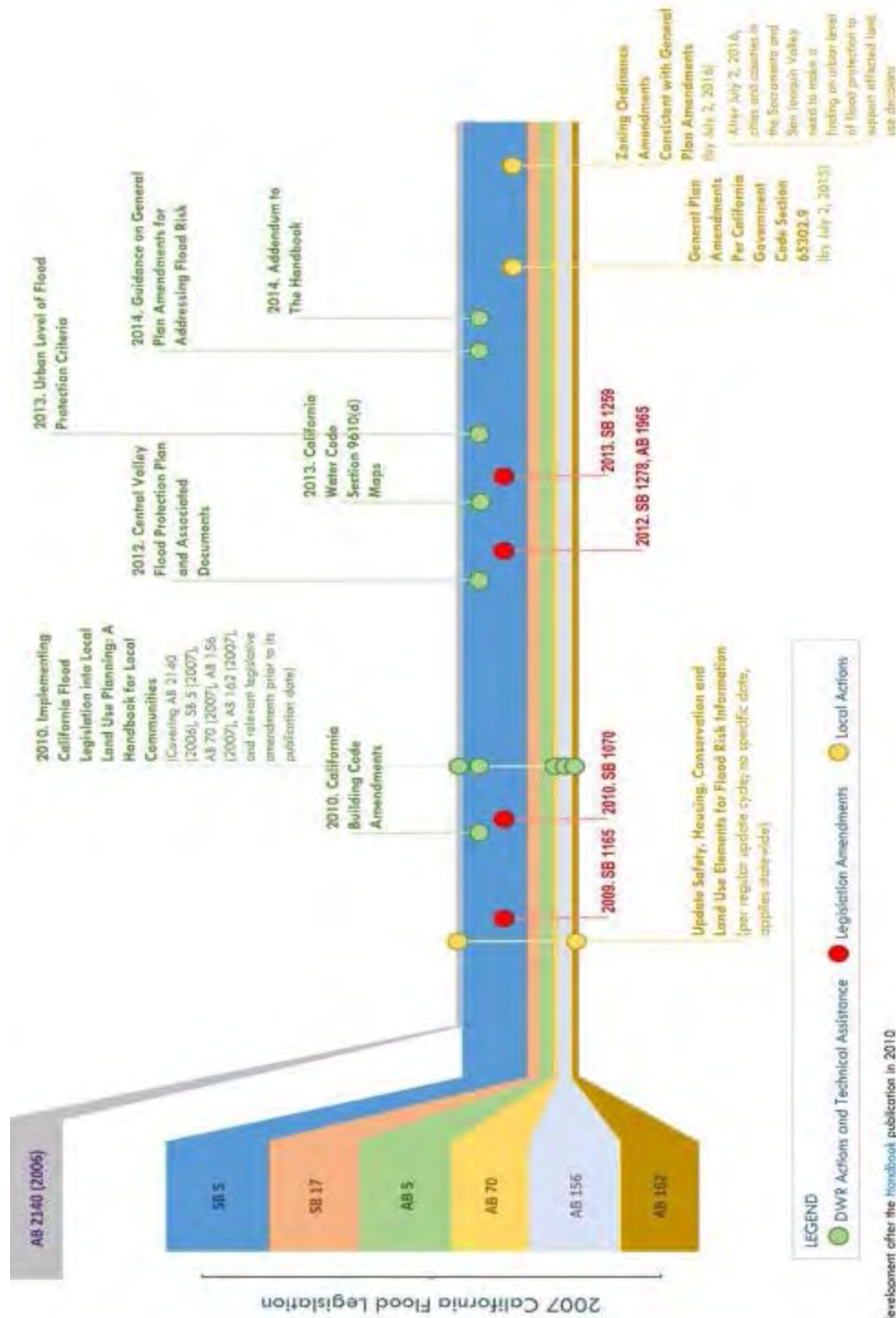


Figure focuses on development after the Handbook publication in 2010

<b>State Mandates From Recent Flood Bills</b>	
<b>Required Information/Analysis:</b>	
<b>Mandate #1: Annual Review of Land Use Element</b>	
Assess and ensure consistency between existing language and new flood-related information.	
<b>Mandate #2: Conservation Element (Action Linked to Housing Element Update) :</b>	
Identify areas that may accommodate floodwater for groundwater recharge and storm-water management	
<b>Mandate #3: Amend GP Safety Element to include (by July 2, 2015)</b>	
<b>A. Data and analysis contained in the 2012 Central Valley Flood Protection Plan, such as:</b>	
1. locations of the facilities of the State Plan of Flood Control	
2. locations of real property protected by those facilities	
<b>B. Locations (maps) of flood hazard zones including, but not limited to:</b>	
1. locations mapped by the Federal Emergency Management Agency Flood Insurance Rate Map or the Flood Hazard Boundary Map,	
2 locations that participate in the National Flood Insurance Program,	
3. locations of undetermined risk areas (i.e. 200-yr),	
4. locations mapped by a local flood agency or flood district	
<b>C. Goals, policies, objectives, and implementation measures based on the data and analysis identified in the Central Valley Flood Protection Plan (CVFPP), for the protection of lives and property that will reduce the risk of flood damage.</b>	
<b>D. Feasible implementation measures designed to carry out the goals, policies, and objectives described above.</b>	
<b>Mandate #4: Code Revisions (by July 2, 2016) :</b>	
Code language to be consistent with GP Content	
<b>Mandate #5: Project Findings (by July 2, 2016) :</b>	
Staff Report Findings consistent with GP Policies related to an Urban Level of Flood Protection (200-yr event) and FEMA (100-year event)	



### **State Mandates 1 and 2 - Amend General Plan Elements (Safety, Land Use and Conservation)**

Additionally, AB 162 (2007), triggered by the first amendment to the local agency's housing element occurring on or after January 1, 2009 (the City's Housing Element was adopted on 5-6-11), requires every city and county across the State to review and amend, as appropriate, the land use (California Government Code §65302(a)), conservation (California Government Code §65302(d)), and safety (California Government Code §65302(g)) elements of its general plan for the consideration and incorporation of information regarding flood hazards; mapping; and the establishment of flood risk management goals, policies, objectives, and feasible implementation measures to help protect their communities from the effects of flooding.

### **State Mandate 3 - Amend General Plan Elements (Safety, Land Use and Conservation)**

California Government Code §65302.9 require cities and counties within the Sacramento-San Joaquin Valley (this includes the City of Merced) to amend their general plans to include:

- data and analysis contained in the *2012 Central Valley Flood Protection Plan* (e.g., locations of the facilities of the State Plan of Flood Control and locations of property protected by those facilities);
- locations of flood hazard zones; and
- goals, policies, objectives, and feasible mitigation measures based on the data and analysis contained in the *2012 Central Valley Flood Protection Plan*. (CVFPP) for the protection of lives and property to reduce the risk of flood damage.

California Government Code §65302.9 identifies the *2012 Central Valley Flood Protection Plan* (CVFPP) (June 2012) as the source of information Valley jurisdictions should use to amend their general plan. Local governments will decide how best to incorporate data in the plan. The plan provides 50+ individual sources of data and information.

The following provides additional information the CVFPB recommends city and county general plans include, as applicable, for local conditions:

- Evacuation routes in the event of flooding from any source.
- If the city or county is vulnerable to multiple sources of flooding, delineate each flooding source and resulting inundation area.
- A land plan that differentiates the existing and planned development areas.
- Geographic information systems (GIS) electronic mapping that layers, when possible, floodplain mapping information, land use designations, safety evacuation routes, natural features, dam failure inundation, and other applicable flood management information on one figure.

#### **State Mandate 4 - Code Revisions**

In compliance with the requirements of California Government Code §65860.1, jurisdictions in the Sacramento-San Joaquin Valley (this includes the City of Merced) will need to amend their municipal codes to be consistent with the newly revised general plan content within one year of adopting general plan amendments.

#### **State Mandate 5 - Project Findings**

Once code revisions have been completed, other provisions in SB 5 (2007), as amended, become effective. As previously described in the *2010 Handbook*, and amended by SB 1278 (2012) and AB 1259 (2013), California Government Code §65865.5, §65962, and §66474.5 require that all cities and counties within the Sacramento-San Joaquin Valley, as defined in California Government Code §65007(h), make findings related to an Urban Level of Flood Protection (200-year) including reference to undetermined risk areas (as applicable), or the national FEMA standard (100-year) of flood protection for any of the following affected land use decisions:

- Entering into a Development Agreement for all types of property development
- Approving a discretionary permit or other discretionary entitlement for all development projects
- Approving a ministerial permit for all projects that would result in the construction of a new residence
- Approving a tentative map consistent with the Subdivision Map Act for all subdivisions
- Approving a parcel map for which a tentative map is not required consistent with the Subdivision Map Act for all subdivisions

To support this future process and per the requirements of California Government Code Section 65007(n), DWR developed its *Urban Level of Flood Protection Criteria* in November 2013. Cities and counties can use DWR's *Urban Level of Flood Protection Criteria* to make findings related to an urban level of flood protection, or use their own criteria as long as they are consistent with DWR's. An urban level of flood protection can be achieved by either structural or nonstructural means, or a combination of both.<sup>2, page 2-3</sup> DWR's *Urban Levee Design Criteria* is referenced in the *Urban Level of Flood Protection Criteria* to provide engineering criteria and guidance in situations where levees and floodwalls are used as structural means to provide an urban level of flood protection.

An “**Urban Level of Flood Protection**” is defined as the “level of protection that is necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year using criteria consistent with, or developed by, the Department of Water Resources. “Urban level of flood projection” shall not mean shallow flooding or flooding from local drainage that meets the criteria of the national Federal Emergency Management Agency standard of flood protection. (Government Code Section 65007(n)).







# State Plan of Flood Control Facilities

## *Merced County Streams Project*

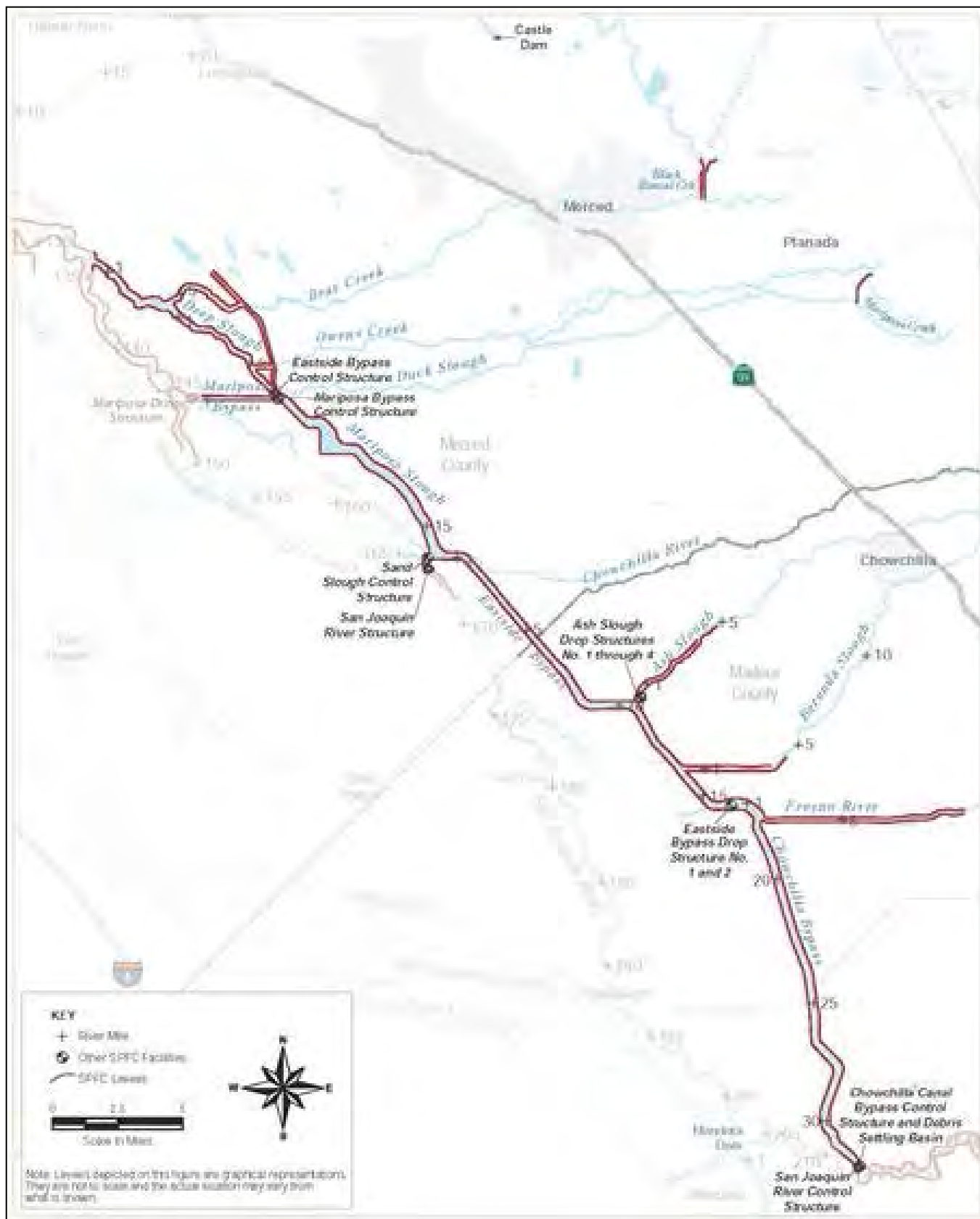
Improvement of the Merced County Streams was authorized by the Flood Control Act of 1944 (Public Law 78-534, 78th Congress). The authorization was based on HD 473 (78th Congress). Section 12650 of the CWC provides the State authorization for the project. The project includes a diversion from Black Rascal Creek to Bear Creek, a diversion between Owens Creek and Mariposa Creek, channel improvements and levees, and one retarding-type reservoir east of the City of Merced. The project reduces flood risk to agricultural areas, the City of Merced, and the towns of Planada and Le Grand and other smaller communities. Of the five authorized and constructed reservoirs, the State provided assurances to the federal government for only one reservoir, Castle Dam, authorized by the Flood Control Act of 1970 (Public Law 91-611, Section 201, Statute 1824).

## *Merced County Stream Group Project*

The Merced County Stream Group project (see O&M Manual SJR607) includes two diversion channels with levees and channel clearing, a dam, and channel enlargements intended to reduce flood risk for the City of Merced and adjacent agricultural. SPFC facilities include a diversion channel from Black Rascal Creek to Bear Creek. The design capacity of the channel is 3,000 cfs based on the O&M manual. The right-bank levee along the channel is about 1.6 miles long and the left-bank levee is about 1.9 miles long. SPFC facilities also include a diversion channel from Owens Creek to Mariposa Creek. The design capacity of the channel is 400 cfs. The right- and left-bank levees along the diversion channel are each about 1.5 miles long. Channel improvements are included along Black Rascal Creek, Bear Creek, Burns Creek, Miles Creek, Owens Creek, and Mariposa Creek. The facilities are maintained by Merced County. Castle Dam (see O&M Manual SJR607A) is located on Canal Creek, a tributary of Black Rascal Creek. Castle Dam (completed in 1992) is located on Canal Creek about 6 miles northeast of Merced. Castle Reservoir has 6,400 acre-feet of flood storage. Castle Dam is owned by DWR and Merced County, and is operated and maintained by the Merced Irrigation District (USACE, 1999).

**Table 5-1. Maintaining Agencies for State Plan of Flood Control Facilities (contd.)**

- Merced County Stream Group Project (Black Rascal Creek, Bear Creek Burns Creek, Mariposa Creek and Duck Slough, Miles Creek, Owens Creek) channels maintained by Merced County
- Black Rascal Diversion Channel maintained by Merced Irrigation District
- Castle Dam maintained by Merced Irrigation District





### **Hazard Response -- Dam Failure**

The damage control and disaster relief efforts, in the case of inundation from Bear Creek Reservoir, would most likely be required from local governments, private organizations, and from State and Federal governments. This “mutual aid” could consist of mass evacuation of the inundation areas, search and rescue operations, emergency medical care, food distribution, and temporary shelter for injured or displaced persons. State and Federal assistance could be useful to remove debris and clear roadways, assist in re-establishing public services and utilities, and provide continuing care and welfare for the affected population, including temporary housing of displaced persons.

### **Evacuation Routes and Water Supply**

The County Evacuation Plan for both dams shows the Merced County Fairgrounds as the evacuee assembly points and addresses what evacuation routes, priorities, and procedures should be followed. The City’s ability to supply the potable water requirements during this time will depend on which dam failed and the height of the inundation wave in relationship to the height of the 100-year and 200-year flood. The current City policy on well facility construction as it relates to inundation is that the well facility entrance be one-foot higher than the 100-year flood elevation, that one facility be placed in each square mile, and that a three-day energy reserve be present at the pump.

There are currently only a few wells in the Lake Yosemite inundation area because the area is mostly undeveloped at this time. Furthermore, those existing wells that would be subject to inundation are in an area of relatively shallow inundation elevations.

Bear Lake inundation, however, would be much more serious provided that actions were not taken to protect the wells within the six-plus hours prior to inundation.

### **11.2.4 Flooding**

Flooding continues to be the most widespread weather-related safety hazard in the United States, and accounts for greater average annual property losses than any other single hazard. Flooding can be especially troublesome in the Central Valley because it is a natural event. ~~The valley is a drainage basin for thousands of acres of Sierra and Diablo foothill and mountain land, and the long dry spells lead people to think that flooding cannot occur where they live. In 1911, 1935, and 1955, large floods occurred within those portions of Merced that were developed at the time; in intervening years, flooding occurred every three to five years (information concerning non-developed areas currently in the planning area and floods prior to 1911 is not available). Significant flooding in some parts of the City also occurred in 2006. See Figure 11.4.~~

Approximately 25 square miles of land in the Merced area are subject to 100-year or more frequent floods. This is illustrated by **Figure 11.5**. The Flood Insurance Rate Maps (F.I.R.M.) identify flood-prone areas which were required to be recognized by the Federal Flood Disaster Protection Act. These maps are the source of more detailed flood information for the planning area, and are periodically updated to reflect new information.

~~The State of California has adopted legislation that requires jurisdictions to prepare floodplain regulations based on the 200-year flood event. New maps identifying~~



~~the 200-year event boundaries were issued in October 2008. The maps do not indicate that there are any areas within the City limits or the proposed SUDP/SOI that are impacted by the 200-year floodplain.~~

Changes in land use from agriculture to urban have profound effects on runoff and erosion of the land surface. The City has teamed up with Merced County, Merced Irrigation District and The City of Atwater to form a Stormwater Group with a Stormwater Management Plan to address erosion, sedimentation and other non-point pollutants of concern in order to protect water ways.

Urbanization is commonly accompanied by paved and other impervious surfaces, and the construction of storm sewers.. Impervious surfaces and storm drains increase the frequency of floods and the size of flood peaks. The volume of runoff from new urban areas is far greater than under pre-existing conditions unless detention basins are constructed, as required in Merced.. Most floods in Merced are produced by extended periods of rainfall during the winter months. Dam failure is another source of flooding which was addressed separately in Section 11.2.3 of this chapter.

#### Merced County Streams Group Project

The Merced County Streams Group Project was approved by Congress in 1970. The project was re-evaluated by the U.S. Corps of Engineers in 1980 and some construction has been completed, but the entire project currently lacks funding commitments. The project, as laid out in 1980, entailed construction of two new detention dams (Castle on Canal Creek and Haystack Mountain on Black Rascal Creek), the enlargement and modification of the Bear Creek detention dam, and construction and

modification of 32 miles of levees and channels on the Bear Creek Stream Group (Fahrens, Black Rascal, Cottonwood, and Bear Creeks, Black Rascal Slough, and El Capitan Canal).

Castle Dam and a diversion structure from MID's main canal has been completed to date. Approximately 24 square miles in the planning area would be removed from the 100-year or more floodplain by this project. **Figure 11.5** illustrates the change in area covered by the 100-year floodplain that could be attributed to the construction of the project.



Due to environmental considerations, it is unlikely that Haystack Mountain dam will be constructed. The proposed Haystack Mountain reservoir area has significant vernal pool areas. In 2004, the Army Corps of Engineers began considering as an alternative an East side bypass, extending from the Black Rascal Diversion at Bear Creek south past Hwy 99 to the Miles and Owens Creek drainages. This would divert both Black Rascal and Bear Creek flood flows away from the City of Merced. However, there is insufficient capacity in Miles and Owens Creeks to carry flows down to the San Joaquin River, so that this solution is problematical, without an expensive further extension of a flood bypass.

The text below is proposed to be added to Section 11.2.4 “Flooding” of the *Merced Vision 2030 General Plan*. This new text will replace text that is proposed to be deleted (marked in strikethrough) on page 11-10.

**New Text for Section 11.2.4 of the Merced Vision 2030 General Plan:**

The State of California has adopted legislation that requires jurisdictions to prepare maps, goals, policies, implementation measures and regulations based on a 200-year flood event. This standard is distinct from federal flood protection efforts. Portions of the City are subject to the 200-year standard. One such area (as shown in Figure 11.4) is the State Levee Flood Projection Zone of Black Rascal Creek located downstream of a state levee. The effect of the state’s flood-related legislation on the City of Merced is described in the November 2015 Summary Report on Urban Level of Flood Protection adopted by reference as part of the General Plan. This report includes a map that depicts the state’s regulatory requirements for flood protection, and is also presented in Figure 11.5a.



**MAIN & N STREET FLOODING**



**16TH STREET FLOOD**

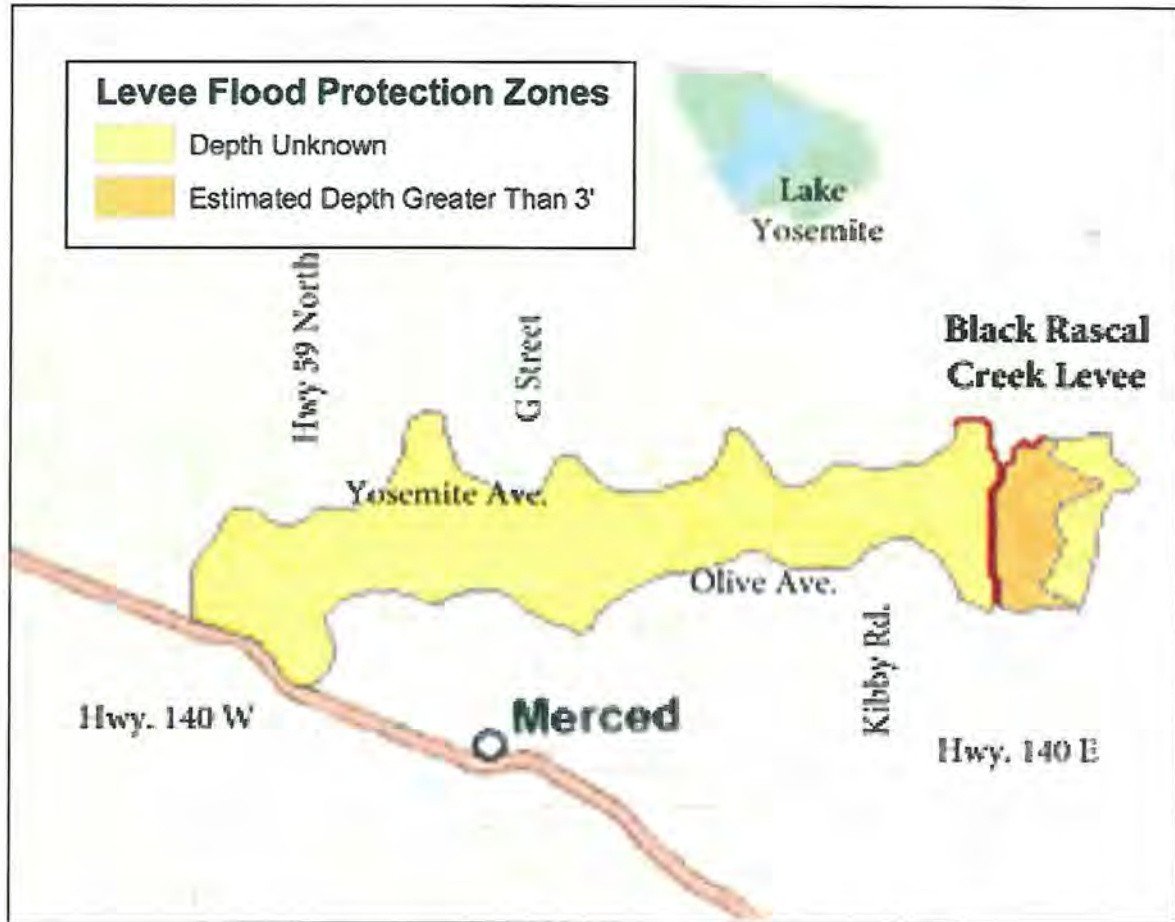


**SOURCE: Merced County Historical Society**



THE FLOOD OF 1935

Figure  
11.4



Levee Flood Protection Zones estimate the maximum area that may be inundated if a project levee fails when water surface elevation is at the top of a project levee. Zones depicted on this map were created utilizing methods and assumptions described in the accompanying technical manual, and do not necessarily depict areas likely to be protected from flow events for which project levees were designed.

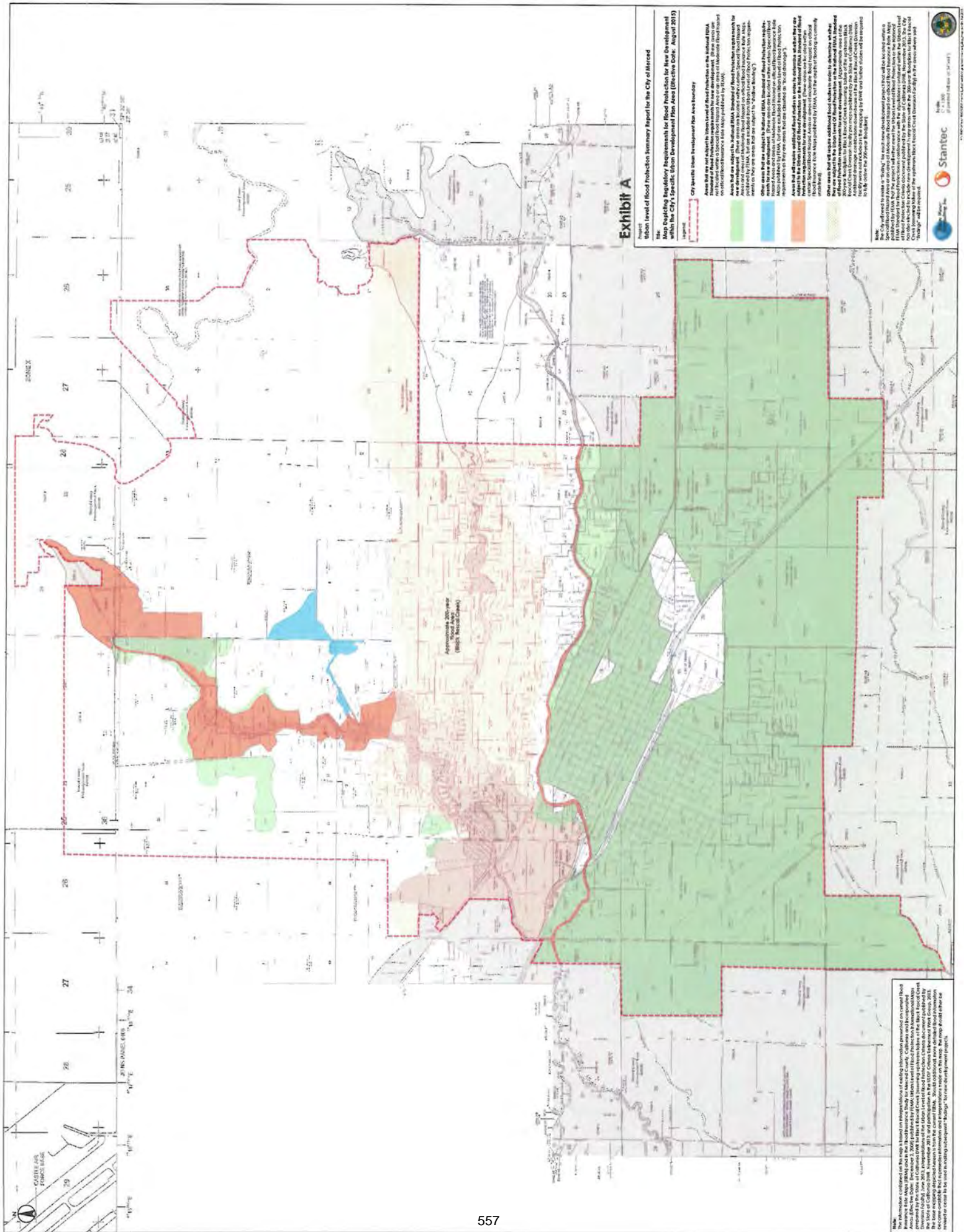
Lands within the Levee Flood Protection Zones may be subject to flooding due to various factors, including the failure or overtopping of project or non-project levees, flows that exceed the design capacity of project or non-project levees, and flows from water sources not specifically protected against by project levees. Lands not mapped within a Levee Flood Protection Zone are not invulnerable to flood risk, and some may also experience flooding from those or other processes.



**CITY OF MERCED**  
**STATE LEVEE FLOOD PROTECTION ZONE**

**Figure  
 11.4**







# URBAN LEVEL OF FLOOD PROTECTION SUMMARY REPORT

City of Merced



November, 2015





**URBAN LEVEL OF FLOOD  
PROTECTION - SUMMARY REPORT**

**(Revised Draft)**

**CITY OF MERCED, CALIFORNIA**

November, 2015



SWC File No. 2015-101

**URBAN LEVEL OF FLOOD PROTECTION  
SUMMARY REPORT  
CITY OF MERCED, CALIFORNIA**

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**EXHIBIT A – Map Depicting Regulatory Requirements for Flood Protection for  
New Development within the City’s Specific Urban Development Plan Area  
(Effective Date: November, 2015)**



**URBAN LEVEL OF FLOOD PROTECTION  
SUMMARY REPORT  
CITY OF MERCED, CALIFORNIA**

## **1.0 Purpose of Report**

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This summary report has been prepared to assist the City of Merced in making “findings” for new development projects proposed within Special Flood Hazard Areas and Areas of Moderate Flood Hazard depicted on Flood Insurance Rate Maps (FIRMs) published by the Federal Emergency Management Agency (FEMA) and for new development projects proposed within the 200-year floodplain for Black Rascal Creek that said projects will withstand flooding from a 100-year return period flood event (the National FEMA Standard of Flood Protection) or a 200-year flood event (the Urban Level of Flood Protection). The 200-year floodplain for Black Rascal Creek has been roughly delineated on Informational Maps published recently by the State of California Department of Water Resources (DWR), but additional flood studies or interpretations of these maps will need to be made as they do not account for local drainage contributions below the Black Rascal Diversion or the downstream contribution of runoff from Fahrens Creek.

For new development within many of these flood hazard areas, the City of Merced will continue to make interpretations of information presented on FIRMs, establish requirements for new development projects in consideration of Title 17, Chapter 17.48 of the City's Municipal Code (entitled “Flood Damage Prevention”) and review project design plans and other information as they have in the past. Flood hazard areas meeting this criterion are identified in this summary report.

The making of “findings” is a requirement prompted by the State of California's adoption of the 2007 California Flood Legislation, which is anchored by Senate Bill (SB) 5, and must be included with City approvals of any new development project located within a Special Flood Hazard Area (Zones AE, A, AO, and AH) or an area of Moderate Flood Hazard (shaded Zone X) on FIRMs published by FEMA. In keeping with the intent of SB 5, the City will also make “findings” for new development that is located within the 200-year floodplain for Black Rascal Creek. “Findings” will not be required for new development projects located within unshaded Zone X on FIRMs published by FEMA unless they are located within the 200-year floodplain for Black Rascal Creek. The area evaluated in this report is the City's Specific Urban Development Plan Area.

New development in portions of the City's Specific Urban Development Plan Area may be required to withstand flooding from a 200-year flood event, which is the Urban Level of Flood Protection established by SB 5. These areas have been identified herein, and a separate flood study will or may be required in the future to define the 200-year floodplain, flood depths, and water surface elevations in order for appropriate design provisions to be made for the project to meet the Urban Level of Flood Protection or for a determination to be made that the project will only need to meet the National FEMA Standard of Flood Protection (100-year flood event).

This summary report also identifies areas where new development proposed in Special Flood Hazard Areas and areas of Moderate Flood Hazard would continue to be governed by the National FEMA Standard of Flood Protection and not the Urban Level of Flood Protection. The premise for making these designations is that several areas within the City's Specific Urban Development Plan Area are only subject to “shallow flooding” or flooding from “local drainage”, which are exempted from requirements to attain the Urban Level of Flood Protection.



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This report may be referenced whenever it is appropriate that a “finding” may be made that a new development project will withstand flooding from a 100-year flood event in conformance with the National FEMA Standard of Flood Protection and the City’s Municipal Code per the information provided herein and will not need to achieve the Urban Level of Flood Protection (200-year flood event). The information provided in this report has been based on a review and interpretation of available information (See References cited in Section 5 of this summary report) and does not include any new flood studies or analyses.

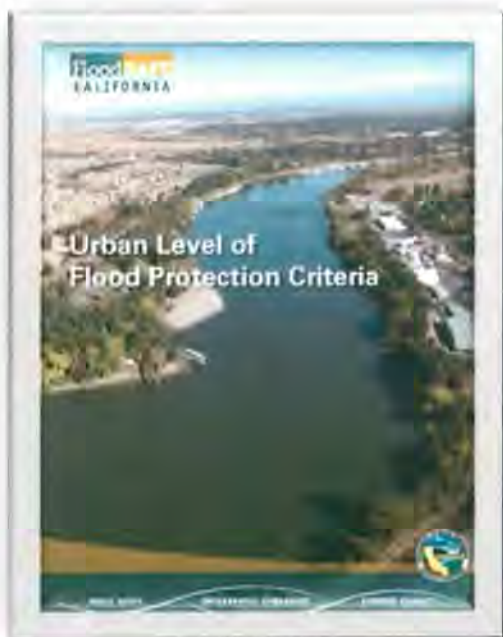
# URBAN LEVEL OF FLOOD PROTECTION SUMMARY REPORT CITY OF MERCED, CALIFORNIA

## 2.0 Urban Level of Flood Protection

### 2.1 URBAN LEVEL OF FLOOD PROTECTION CRITERIA

The California Department of Water Resources (DWR) developed and published a document entitled *Urban Level of Flood Protection Criteria* in November 2013 that provides a systematic approach to assist cities and counties within the Sacramento-San Joaquin Valley in making “findings” related to the Urban Level of Flood Protection before approving certain land use decisions. This document may be downloaded from DWR’s website at the following web address: <http://www.water.ca.gov/floodsafe/urbancriteria/>. DWR developed the *Urban Level of*

*Flood Protection Criteria* document to fulfill the requirements outlined in the 2007 California Flood Legislation (that includes SB 5) and associated amendments by subsequent legislation. The definition of the Urban Level of Flood Protection as provided therein is as follows:



*Urban Level of Flood Protection means the level of protection that is necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year using criteria consistent with, or developed by, the Department of Water Resources. Urban Level of Flood Protection shall not mean shallow flooding or flooding from local drainage that meets the criteria of the National FEMA Standard of Flood Protection.*

The *Urban Level of Flood Protection Criteria* document states that cities and counties shall make a “finding” related to an Urban Level of Flood Protection or the National FEMA Level of Flood Protection for any of the following

pending land-use decisions when properties involved meet the location criteria that are listed in Section 2.2 that follows:

- Entering into a Development Agreement for all types of property development.
- Approving a discretionary permit or other discretionary entitlement for all development projects.
- Approving a ministerial permit for all projects that would result in the construction of a new residence.
- Approving a tentative map consistent with the Subdivision Map Act for all subdivisions.
- Approving a Parcel Map for which a tentative map is not required consistent with the Subdivision Map Act for all subdivisions.



## URBAN LEVEL OF FLOOD PROTECTION SUMMARY REPORT CITY OF MERCED, CALIFORNIA

With one exception, this summary report does not supersede any information or requirements contained within the *Urban Level of Flood Protection Criteria* document, and said document should be utilized by the City for making procedural decisions that are outside of the scope of this summary report. The exception is that this summary report includes the 200-year floodplain for Black Rascal Creek in the areas for which “findings” will also need to be made for new development projects.

### 2.2 LOCATION CRITERIA

Per the Urban Level of Flood Protection Criteria document, new development is subject to the requirement of making a “finding” related to the Urban Level of Flood Protection or the National FEMA Standard of Flood Protection when all of the following conditions apply:

- It is located within an urban area that is a developed area, as defined by Code of Federal Regulations Title 44, Section 59.1, with 10,000 residents or more, or an urbanizing area that is a developed area or an area outside a developed area that is planned or anticipated to have 10,000 residents or more within the next 10 years.
- It is located within a flood hazard zone that is mapped as either a Special Flood Hazard Area or an area of Moderate Flood Hazard on FEMA's effective FIRMs.
- It is located within the Sacramento-San Joaquin Valley.

All of these conditions apply to all properties within the City of Merced's Specific Urban Development Plan Area that are located within a Special Flood Hazard Area (Zones AE, A, AO, and AH) or an area of Moderate Flood Hazard (shaded Zone X) on effective FEMA FIRMs.

The FEMA FIRMs only reflect 100-year flood mapping for Black Rascal Creek downstream of the Black Rascal Diversion (to Bear Creek) to its confluence with Fahrens Creek, and the extent and severity of flooding shown on the FEMA FIRMs is limited. DWR has since prepared informational 200-year floodplain maps for Black Rascal Creek under the assumption that the Black Rascal Diversion would fail during a 200-year storm. The Black Rascal Diversion is a State Plan of Flood Control (SPFC) facility. The informational 200-year floodplain maps were prepared and published by DWR for several urban areas, including the City of Merced, to help the applicable communities make determinations relating to the Urban Level of Flood Protection. The 200-year floodplain for Black Rascal Creek is included in the areas for which “findings” will need to be made for new development, and the informational 200-year floodplain maps are available for viewing at the City. **Please note that further study and/or interpretations of these informational maps will be required in order to make findings with regard to the 200-year floodplain and flood elevations. This is due to the fact that the informational maps only depict water surface elevations resulting from failure of the SPFC urban levees at the Black Rascal Diversion and to not include other potential flooding sources, such as downstream drainage contributions from local areas and from Fahrens Creek.**

On a project-by-project basis, or as a comprehensive approach, a separate flood study will or may be required by the City to define the 200-year floodplain, flood depths, and water surface elevations in applicable areas in order for appropriate design requirements and provisions to be made by new development to meet the Urban Level of Flood Protection or to make a determination that only the National FEMA Standard of Flood protection will need to be achieved.

## **URBAN LEVEL OF FLOOD PROTECTION SUMMARY REPORT CITY OF MERCED, CALIFORNIA**

### **2.3 SHALLOW FLOODING AND LOCAL DRAINAGE**

If the location criteria are met per Section 2.2, but the new development would only experience shallow flooding or flooding from local drainage, a "finding" will still need to be made, but the standard that will apply is the National FEMA Standard of Flood Protection (100-year flood event) and not the Urban Level of Flood Protection (200-year flood event). These types of flooding are defined below:

*Shallow Flooding* – Flooding that is 3.0 feet or less in depth from sources of flooding other than local drainage.

*Local Drainage* – Flooding caused by a contributing watershed area of less than 10 square miles, measured upstream from a given project.

### **2.4 EXCLUDED AREAS**

For new development of properties within the City of Merced's Specific Urban Development Plan Area that are entirely contained within unshaded Zone X (not located in a Special Flood Hazard Area or an area of Moderate Flood Hazard) on effective FEMA FIRMs and that are not a part of the 200-year floodplain for Black Rascal Creek, the City is not required to make a "finding" with regard to the Urban Level of Flood Protection or the National FEMA Standard of Flood Protection.



**URBAN LEVEL OF FLOOD PROTECTION  
SUMMARY REPORT  
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## **3.0 Flood Zones and Conditions Applicable to Merced**

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### **3.1 FLOOD ZONES**

The following Special Flood Hazard Areas and areas of Moderate Flood Hazard are currently depicted on FEMA FIRMs (Effective Date: December 2, 2008) covering the City of Merced's Specific Urban Development Plan Area and are shown on Exhibit A:

*Zone AE* – The flood insurance rate zone that corresponds to the 1-percent annual chance floodplains (100-year return period) that are determined by detailed methods. In most instances, whole-foot base flood elevations (BFEs) derived from detailed hydraulic analyses are shown at selected intervals within this zone.

*Zone AH* – The flood insurance risk zone that corresponds to the areas of 1-percent annual chance shallow flooding (usually areas of ponding) where average depths are between 1 and 3 feet. Whole foot BFEs derived from detailed hydraulic analyses are shown at selected intervals within this zone.

*Zone AO* – The flood insurance risk zone that corresponds to the areas of 1-percent annual chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between 1 and 3 feet. Average whole-foot base flood depths derived from detailed hydraulic analyses are shown within this zone.

*Zone X (shaded)* – The flood insurance rate zone that corresponds to areas within the 0.2-percent annual chance (500-year return period) floodplain, areas of 1-percent annual chance flooding where average depths are less than 1 foot, areas of 1-percent annual chance flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1-percent annual chance flood by levees. No BFEs or depths are shown within this zone.

*Zone A* – The flood insurance rate zone that corresponds to the 1-percent annual chance floodplains that have been estimated by approximate methods. Because detailed hydraulic analyses are not performed for such areas, no BFEs or depths are shown within this zone.

Zones AO and Zone AH account for a significant amount of the Special Flood Hazard Areas mapped by FEMA within the City's Specific Urban Development Plan Area, and many of these zone designations are associated with overflow to the south from the Bear Creek channel during the 100-year flood event. Zone AE designations are provided in the Bear Creek channel and the 100-year floodplains for Fahrens Creek and Cottonwood Creek. Zone X (shaded) extends along segments of Fahrens Creek, Bear Creek, and Black Rascal Creek, sometimes representing the 500-year floodplain and sometimes representing areas of shallow flooding with average depths of less than 1 foot during a 100-year flood event. Zone A is designated along areas subject to shallow flooding (primarily from Bear Creek overflow) along the west boundary of the south portion of the City's Specific Urban Development Plan Area, certain reaches of Black Rascal Creek, and in areas within the floodplain for Fahrens Creek north of Bellevue Road.



## **URBAN LEVEL OF FLOOD PROTECTION SUMMARY REPORT CITY OF MERCED, CALIFORNIA**

The 200-year floodplain for Black Rascal Creek shown on informational maps published by DWR is a separate delineation from the FEMA FIRM information and does not relate to FEMA flood zones. The DWR informational maps also have no impact on Federal Flood Insurance requirements. There are underlying areas within the 200-year floodplain mapped by DWR that are within Zone A and Zone X (shaded) on the FEMA FIRMs.

There are also large areas designated as Zone X (unshaded) within the Specific Urban Development Plan Area on the FEMA FIRMs. These represent areas of minimal flood potential, except when they overlap with the 200-year floodplain for Black Rascal Creek on the informational maps published by DWR.

### **3.2 SOURCES OF FLOODING**

The Special Flood Hazard Areas and areas of Moderate Flood Hazard mapped by FEMA within the City of Merced's Specific Urban Development Plan Area are associated with flooding derived from Bear Creek, Black Rascal Creek, Fahrens Creek, and Cottonwood Creek. The southeast portion of the City's Specific Urban Development Plan Area contains Zone AO and Zone AH designations that may also be influenced to some degree by Miles Creek to the south.

#### **3.2.1 Bear Creek**

Bear Creek has a contributing watershed area of 202 square miles measured upstream from its crossing of McKee Road, and will produce peak discharges of 14,000 cfs and 23,500 cfs during the 100-year and 500-year flood events, respectively, according to the FEMA FIS. The FEMA FIS states that:

"Historically, flood flows in excess of the Bear Creek channel capacity spill over the left bank of Bear Creek approximately 6 miles east of Merced. Due to topography and embankments, overflow from Bear Creek does not return to the channel. The natural slope is southwest from Bear Creek, but some of the overflow moves westward and northwestward into Merced along the Atchison, Topeka, and Santa Fe (AT&SF) Railway embankment. There are some flood relief structures along the embankment that allow part of the overflow to proceed southwestward, but much of the floodwater flows into Merced, where it ponds and eventually overtops the AT&SF Railway embankment between R and V Streets. The floodwater then flows as shallow flooding southwestward through downtown Merced, ponds behind the Southern Pacific Railroad embankment, eventually overtops the railroad embankment, and finally continues as shallow flooding through southwest Merced."

A significant portion of the City's Specific Urban Development Plan Area is shown to be subject to shallow flooding (Zones AO, AH, and shaded X) to the south of Bear Creek. The FEMA FIS also states that, "Most of the overflow (from Bear Creek) eventually crosses the railroad tracks and Highway 99 and combines with floodwater from the other creeks in the basin . . ." In the FEMA FIS, Bear Creek was studied using a variety of levee (bank) failure scenarios as the levees along Bear Creek do not meet FEMA's freeboard criteria.



## **URBAN LEVEL OF FLOOD PROTECTION SUMMARY REPORT CITY OF MERCED, CALIFORNIA**

### **3.2.2 Black Rascal Creek**

According to a Feasibility Study performed by URS for the Black Rascal Creek Flood Control Project (see Reference cited in Section 5 of this summary report), Black Rascal Creek has a contributing watershed of 33.13 Square Miles at the Black Rascal Diversion under the assumption that flows from Parkinson Creek and Fahrens Creek will not contribute to this location via diversions to Yosemite Lake and the Fairfield Canal. Said study estimates a 100-year discharge for Black Rascal Creek of about 4,300 cfs and a 200-year discharge of about 5,000 cfs at this location. Black Rascal Creek is essentially assumed to have its 100-year discharge diverted to Bear Creek at the Black Rascal Diversion just upstream of the City's Specific Urban Development Plan boundary in the FEMA FIS. Downstream of the Black Rascal Diversion to the confluence with Fahrens Creek the FEMA FIS only studied the 100-year floodplain for Black Rascal Creek using approximate methods. The FEMA FIRMs only depict a minimal amount of flooding using Zone X (shaded) and Zone A designations downstream of the Black Rascal Diversion until Black Rascal Creek joins Fahrens Creek further downstream. The informational 200-year floodplain maps published by DWR assume that the Black Rascal Diversion has failed and produces significant flooding downstream over an area that is much more extensive than the 100-year flood zones shown on the FEMA FIRMs.

### **3.2.3 Fahrens Creek**

Fahrens Creek has a contributing watershed of 38.5 square miles measured upstream from its confluence with Black Rascal Creek, and will produce a peak discharge of 5,400 cfs during the 100-year flood event according to the FEMA FIS. From the confluence with Black Rascal Creek upstream to the confluence with Cottonwood Creek, only the 100-year flood was evaluated for Fahrens Creek by FEMA. From the confluence with Cottonwood Creek to about 1 mile north of Bellevue Road, other flood events were also studied by FEMA, including the 500-year flood event.

### **3.2.4 Cottonwood Creek**

Cottonwood Creek has a contributing watershed of 8.0 square miles measured upstream from its confluence with Fahrens Creek and produces peak discharges of 800 cfs and 1,500 cfs during the 100-year and 500-year flood events, respectively, according to the FEMA FIS.

## **3.3 SHALLOW FLOODING AND LOCAL DRAINAGE EXCLUSIONS FROM THE URBAN LEVEL OF FLOOD PROTECTION**

### **3.3.1 Overview**

As stated previously in this summary report, *Urban Level of Flood Protection shall not mean shallow flooding or flooding from local drainage that meets the criteria of the National FEMA Standard of Flood Protection.*

"Shallow flooding" is defined as flooding that is 3.0 feet or less in depth. The *Urban Level of Flood Protection Criteria* document allows cities and counties to choose either a 100-year or 200-year return period event as the reference flood event upon which a shallow flooding



## **URBAN LEVEL OF FLOOD PROTECTION SUMMARY REPORT CITY OF MERCED, CALIFORNIA**

decision is made. This allows cities and counties to avoid an extensive and costly remapping of flood hazard areas already mapped and given shallow flooding designations by FEMA. Also, shallow flooding areas designated on FEMA FIRMs are typically large sheet flow areas or ponding areas of significant width, and the incremental change in flood depth between a 100-year and a 200-year return period storm would be minimal as the increase in flood discharge may be allocated across a wide area. This is true for the shallow flooding areas designated by FEMA in the City's Specific Urban Development Plan Area.

This summary report concludes that all areas within the City's Specific Urban Development Plan Area designated as Zone AH, Zone AO, and Zone X (shaded), plus the Zone A designated area near the west edge of the southern portion of the City's Specific Urban Development Plan Area on FEMA FIRMs, with the exception of any such areas within the 200-year floodplain for Black Rascal Creek, are areas of shallow flooding. Thus, new development within these areas will not be required to meet the Urban Level of Flood Protection (200-year flood event). However, they will continue to be required to achieve the National FEMA Standard of Flood Protection (100-year flood event) and conform to Title 17, Chapter 17.48 of the City's Municipal Code (entitled "Flood Damage Prevention").

"Local drainage" is defined as flooding caused by a contributing watershed area of less than 10 square miles, measured upstream from a given project (or location). The watershed area contributing to Cottonwood Creek measured upstream from its confluence with Fahrens Creek is less than 10 square miles; and thus, Cottonwood Creek is considered to be local drainage and not subject to the Urban Level of Flood Protection. New development in FEMA designated Special Flood Hazard Areas for Cottonwood Creek will still need to achieve the National FEMA Standard of Flood Protection.

### **3.3.2 FEMA Zone AH**

Zone AH is a shallow flooding zone designation (usually representing areas of ponding) where average depths are between 1 and 3 feet. In the City's Specific Urban Development Plan Area, Zone AH has been designated for shallow ponding areas within the floodplain for Bear Creek, generally on the upstream side of railroad and canal embankments and in the Black Rascal Creek flood area downstream of the confluence with Fahrens Creek.

### **3.3.3 FEMA Zone AO**

Zone AO is a shallow flooding zone designation (usually representing sheet flow on sloping terrain) where average depths are between 1 and 3 feet. In the City's Specific Urban Development Plan Area, the majority of Zone AO designated areas have an estimated average depth of 1 foot. There are also limited Zone AO designated areas that have an estimated average depth of 2 feet (along the upstream side of the AT&SF Railway embankment). There are no Zone AO designated areas having an estimated average depth of 3 feet.

### **3.3.4 FEMA Zone X (shaded)**

Zone X (shaded) can mean many things, but generally represents areas of Moderate Flood Hazard that is less severe than for Special Flood Hazard Area designations (such as Zones AE, AH, AO, etc.). Zone X (shaded) may represent areas outside of the 100-year floodplain but within the 500-year floodplain, areas in the 100-year floodplain having average depths of flooding of less than 1 foot, areas in the 100-year floodplain with a contributing drainage area of



## **URBAN LEVEL OF FLOOD PROTECTION SUMMARY REPORT CITY OF MERCED, CALIFORNIA**

less than 1 square mile, or areas protected from the 100-year flood by levees. In the City's Specific Urban Development Plan Area, the Zone X (shaded) areas along Fahrens Creek upstream of its confluence with Cottonwood Creek are areas within the 500-year floodplain, the Zone X (shaded) areas along Fahrens Creek below its confluence with Cottonwood Creek represent shallow flooding (less than 1 foot) in the 100-year floodplain, and the Zone X (shaded) areas along Bear Creek are either areas within the 500-year floodplain or areas having shallow flooding depths of less than 1 foot in the 100-year floodplain. In all cases, these areas have depths of less than 3 feet as the difference between the 100-year flood elevations and the 500-year flood elevations (where applicable) is consistently less than 3 feet.

The Zone X (shaded) areas within the Black Rascal Peak floodplain between the Black Rascal Diversion and the confluence with Fahrens Creek are irrelevant with regard to Urban Level of Flood Protection interpretations made in this summary report as they are superseded by the 200-year floodplain, which is roughly delineated on the DWR informational maps.

### **3.3.5 FEMA Zone A**

Zone A is a flood zone designation that refers to an area in the 100-year floodplain that has been estimated using approximate methods. The degree of flooding can range from severe to mild. In the City's Specific Urban Development Plan Area, Zone A designations are depicted on the FEMA FIRMs at the upstream limit of study for Fahrens Creek and along the southern portion of the west boundary of the City's Specific Urban Development Plan Area (with flooding being derived from Bear Creek overflow). The Fahrens Creek Zone A designation will require further study that is outside of the scope of this summary report in order to determine if it should be designated as a shallow flooding area. However, this summary report has concluded that the Zone A flood area associated with Bear Creek is overflow flooding that is emanating from a Zone AO (Depth 1) designation area that is diminishing in severity in the downstream direction; and thus, is a shallow flooding area.

The Zone A area within the Black Rascal Peak floodplain between the Black Rascal Diversion and the confluence with Fahrens Creek is irrelevant with regard to Urban Level of Flood Protection interpretations made in this summary report as it is superseded by the 200-year floodplain, which is roughly delineated on the DWR informational maps.

The Zone A area at the upstream limit of study for Cottonwood Creek is considered to be local drainage.

**URBAN LEVEL OF FLOOD PROTECTION  
SUMMARY REPORT  
CITY OF MERCED, CALIFORNIA**

## **4.0 Conclusions**

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### **4.1 FINDINGS**

In consideration of the *Urban Level of Flood Protection Criteria* document published by DWR, review and interpretation of the FEMA FIS and FIRMs, and review and interpretation of 200-year floodplain informational mapping for Black Rascal Creek prepared by DWR, this summary report includes a reference map (Exhibit A) that identifies the following areas within the City's Specific Urban Development Plan Area:

- Areas that are not subject to Urban Level of Flood Protection or National FEMA Standard of Flood Protection requirements for new development.
- Areas that are subject to National FEMA Standard of Flood Protection requirements for new development due to "shallow flooding".
- Areas that are subject to National FEMA Standard of Flood Protection requirements for new development due to "local drainage".
- Areas that will require additional flood studies to be performed in order to determine whether they are subject to the Urban Level of Flood Protection or the National FEMA Standard of Flood Protection requirements for new development.

The City will be required to make a "finding" that new development in any Special Flood Hazard Area (FEMA Zones AE, AH, AO, and A), any area of Moderate Flood Hazard (FEMA Zone X, shaded), or any area within the 200-year floodplain area for Black Rascal Creek will meet the Urban Level of Flood Protection or the National FEMA Standard of Flood Protection.

This summary report has concluded that new development in the following areas within the City's Specific Urban Development Plan area only needs to meet the National FEMA Standard of Flood Protection:

- FEMA Zones AH, AO, and X (shaded) that are not within the 200-year floodplain for Black Rascal Creek ("shallow flooding").
- FEMA Zone A areas along the west boundary of the south portion of the City's Specific Urban Development Plan Area ("shallow flooding").
- All FEMA zones associated with flooding derived from Cottonwood Creek ("local drainage").

The City will be required to make "findings" for new development in the above areas but may reference this summary report as the basis for determining that meeting the National FEMA Standard of Flood Protection is all that is required, where applicable. The "findings" should also state the manner in which said flood protection will be accomplished. The City may continue to use the effective FEMA FIRMs and the City's Municipal Code as the basis for interpretation of specific requirements for elevating structures above the base flood (100-year) elevation for new development in these areas.



## URBAN LEVEL OF FLOOD PROTECTION SUMMARY REPORT CITY OF MERCED, CALIFORNIA

### 4.2 FREEBOARD

The *Urban Level of Flood Protection Criteria* document published by DWR does not mandate, but recommends that cities and counties consider providing freeboard in the elevating of building finished floors for the following listed reasons:

- Significant flood damage occurs to buildings before the flood elevation reaches the elevation of the finished floor.
- Wind and wakes will create waves that exceed the average flood elevation, causing damage.
- Engineers cannot know the exact elevation of the water surface. It is a calculated estimate that may be too low.
- Any flow obstruction in the nearby vicinity could increase the flood elevation.
- Upstream development and climate change may increase future flood elevations during the building's useful life.

As of the date of preparation of this summary report, Title 17, Chapter 17.48 of the City's Municipal Code (entitled "Flood Damage Prevention") required elevating finished floors for new buildings at or above FEMA designated 100-year flood elevations or depths and does not mandate the incorporation of freeboard.

### 4.3 EFFECTIVE PERIOD FOR THIS REPORT

The effective period for conclusions drawn in this summary report shall be limited to 20 years in conformance with the *Urban Level of Flood Protection Criteria* document published by DWR. If any changes in conditions, regulations, standards, or available flood mapping occur during this time period that should supersede the information provided herein, this report should either be revised or cease to be used as an aid in making "findings" for new development projects.

**URBAN LEVEL OF FLOOD PROTECTION  
SUMMARY REPORT  
CITY OF MERCED, CALIFORNIA**

## **5.0 References**

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City of Merced, *Merced Vision 2030 General Plan*, 2012.

City of Merced, *Title 17 of the City's Municipal Code, Chapter 17.48 Flood Damage Prevention*, 2015.

Federal Emergency Management Agency, *Flood Insurance Study, Merced County, California, and Incorporated Areas*, December 2, 2008.

Federal Emergency Management Agency, *Flood Insurance Rate Maps, Merced County, California and Incorporated Areas, Panels 225, 240, 250, 407, 409, 420, 426, 427, 428, 429, 435, 440, and 445*, December 2, 2008.

State of California, Department of Water Resources, *Urban Level of Flood Protection Criteria*, November 2013.

State of California, *Senate Bill 5 (Central Valley Flood Protection Act)*, October 2007.

State of California, *Senate Bill 1278/Assembly Bill 1965 Urban Level of Flood Protection Informational Mapbook, San Joaquin River Basin – Merced Study Area*, June 2013.

URS/Merced County, *Feasibility Study, Black Rascal Creek Flood Control Project*, June 2008 and *Addendum 1*, February 2009.

U.S. Geological Survey, *7.5 Minute Series Quadrangle Maps (Photorevised) - Arena, Atwater and Merced*, 1987.





# Recommended Revised Safety Element Goals, Policies and Implementation Measures

## *Goal Area S-3: Flooding*

### GOAL

- ~~A City Free From Other Than Street Flooding~~ Protect people and property from flood risk.

### POLICIES

S-3.1 Avoid or Minimize the Risks of Flooding to New Development.

~~S-3.12 Implement Protective Measures for Areas in the City and the SUDP/SOI, Within the 200-Year Floodplain.~~ Implement appropriate land use planning practices to improve flood risk management and reduce the consequence of flooding.

~~S-3.23~~ Maintain essential City services in the event of flooding or dam failure.

S-3.4 Locate and Design Essential Facilities to Minimize Flood Risk

S-3.5 Coordinate with other local, regional, State, and federal agencies to improve flood risk management.

### Policy S-3.1

Avoid or Minimize the Risks of Flooding to New Development.

#### Implementing Actions:

3.1.a Limit future development in areas with high flooding risk to the extent feasible to open space, green belts, and other natural areas, recreational use or agricultural use. Maintain public safety and sustainable development in areas prone to risk of flooding.

3.1.b Require that roadway systems for areas protected by levees and dams be designed to provide multiple escape routes for residents and access for emergency services in the event of a levee or dam failure.

3.1.c Encourage multi-purpose flood management projects that incorporate recreation, resource conservation, preservation of natural riparian habitat, and scenic values of the community's watercourses, creeks, and streams.

The City will continue to review its own infrastructure facilities to make sure that they are protected from flooding so they will continue to function and provide service to City residents in the event of a flood. The City will also work with other jurisdictions to address flood issues and

to limit development to the extent feasible in flood hazard areas.

**Policy S-3.12**

**Implement Protective Measures for Areas in the City and the SUDP/SOI Within the 100-Year and 200-Year Floodplains. Implement Appropriate Land Use Planning Practices to Improve Flood Risk Management and Reduce the Consequence of Flooding.**

**Implementing Action:**

**3.12.a Continue to implement the City's Flood Damage Prevention Ordinance and other measures as needed to protect areas within the City and the SUDP/SOI that are within the 100-year and 200-year floodplains as applicable.**

Require evaluation of potential flood hazards prior to approval of development projects to determine whether the proposed development is reasonably safe from flooding and consistent with the State of California Department of Water Resources' (DWR) *Urban Level of Flood Protection Criteria* for an urban level of flood protection standard (200-year) in urban and urbanizing areas. The City will not approve new development or a subdivision or enter into a development agreement for any property within a flood hazard zone, unless the adequacy of flood protection specific to the area has been demonstrated.

**3.12.b The City shall evaluate areas within its SUDP/SOI to identify areas of potential localized flood hazards using an official flood insurance rate map issued by the Federal Emergency Management Agency (FEMA), the National Flood Insurance Program maps published by FEMA, information about flood hazards available from the U.S. Army Corps of Engineers, dam failure inundation maps available from the Office of Emergency Services, Awareness Floodplain Maps and 200-year flood plain maps available from the Department of Water Resources, historical data available from the City, County of Merced, and any other sources as appropriate during the preparation of a Hazard Mitigation Plan.**

Require that new development and substantial improvements or upgrades in identified FEMA flood hazard zones (i.e., 100- and 500-year floodplains) be constructed in accordance with applicable city, State, and federal regulations, including compliance with the minimum standards of the Federal Emergency Management Agency and the National Flood Improvement Program to avoid or minimize the risk of flood damage.

**3.12.c Essential facilities (i.e., hospitals and health care facilities, emergency shelters, fire stations, emergency command centers, and emergency communications facilities), when feasible, shall be located outside of flood hazard zones, or construction methods and other methods to minimize damage from flood hazards identified, so that structural and operational integrity is maintained during flooding.**

Require new development in dam or levee inundation areas to consider risk from failure of these facilities and to include mitigations to bring this risk to a reasonable level.

**3.12.d The City shall develop a program with criteria to determine when construction of essential public facilities and other critical facilities will be permitted in flood hazard zones or areas with other geologic hazards." Review annually and update, as necessary, appropriate General Plan elements to reflect current floodplain mapping data available from local, regional, State, and federal agencies to ensure the best available flood risk mapping information is contained in the general plan.**

In 2008, the State of California adopted new legislation that requires jurisdictions to prepare



~~certain floodplain regulations based on the 200-year flood event, instead of the previously used 100-year flood event. New maps identifying the new areas have been issued, and no additional areas within the SUDP/SOI have been identified as being impacted by the 200-year floodplain. The City's Flood Damage Prevention Ordinance is the implementing tool that the City uses to address flood issues. The City uses the FEMA maps and other sources to identify flood hazard areas, which will be addressed in a future Hazard Mitigation Plan currently being prepared by the City. The City will also identify "essential facilities" per Government Code 65302(g)(A)(iv) and to the extent feasible, make sure they are located outside flood hazard areas or constructed to withstand flood damage.~~

**3.2.e Amend the ~~Merced Municipal Code (Flood Damage Prevention Cordinance)~~ pursuant to state law to provide consistency with amendments made to the General Plan pursuant to flood risk management.**

### **Policy S-3.23**

#### ***Maintain Essential City Services in the Event of Flooding or Dam Failure.***

##### ***Implementing Actions:***

**3.23.a** Continue to build all pump stations (both sewer and water) entryways at one (1) foot above the 200-year flood elevation ~~(when it has been determined and mapped)~~, and continue to implement additional standards to address flooding due to dam failure.

**3.23.b** Continue the "flood-proofing" of high-value or important City infrastructure, such as lift stations and signal control functions, as required by the City's Flood Damage Prevention Ordinance.

**3.23.c** ~~The City shall develop and maintain relationships with local jurisdictions, water districts, state agencies, and federal agencies for the purposes of: 1) providing information for the public; 2) utilizing current data (e.g., National Flood Insurance Program maps); and, 3) determining appropriate regulatory requirements for development in high hazard areas.~~

**3.23.d** ~~Limit future development in areas with high flooding risk to the extent feasible to open space, green belts, and other natural areas, recreational use or agricultural use. Maintain public safety and sustainable development in areas prone to risk of flooding. Maintain and update emergency response plans, including evacuation routes, that address potential flooding in flood hazard zones, in areas protected by levees and dam inundation areas. Maintain, update, and make available to the public, as appropriate, community flood evacuation and rescue maps.~~

~~The City will continue to review its own infrastructure facilities to make sure that they are protected from flooding so they will continue to function and provide service to City residents in the event of a flood. The City will also work with other jurisdictions to address flood issues and to limit development to the extent feasible in flood hazard areas. In times of flooding, when evacuation routes will be essential, the availability of a popular road may be submerged, while the availability of another lesser known road may become the viable evacuation route. Preparation and dissemination of emergency response plans and evacuation routes will benefit individuals and the community.~~

### Policy S-3.4

#### Locate and Design Essential Facilities to Minimize Flood Risk

##### Implementing Actions:

3.4.a Essential facilities (i.e., hospitals and health care facilities, emergency shelters, fire stations and police stations, emergency command centers, and emergency communications facilities), when feasible, shall be located outside of 100- and 200-year floodplains, or implement design and construction methods to minimize damage from flood hazards identified, so that structural and operational integrity is maintained during flooding.

Protection of the City's essential services will be key to provision of services during times of emergency. As described below, the City will evaluate and deploy a variety of means to accomplish this implementing action (see below).

3.4.b The City shall develop a program with criteria to determine when construction of essential public facilities and other critical facilities will be permitted in flood hazard zones or areas with other geologic hazards.

This program will be developed in conjunction with the Engineering Division's effort to craft a policy reflective set of codes (see below).

3.4.c Review the municipal code and amend as necessary to require the location of new critical facilities (e.g., hospitals, emergency command centers, communication facilities, fire stations, and police stations) outside of 100- and 200-year floodplains. Where such location is not feasible, include exceptions through appropriate mitigation methods to minimize the potential flood damage to the facility.

Following adoption of the City's General Plan Amendment, the City's Engineering Division will develop and process an applicable code amendment.

### Policy S-3.5

#### Coordinate with other **Local, Regional, State, and Federal Agencies to Improve Flood Risk Management.**

##### Implementing Actions:

3.5.a The City shall develop and maintain relationships with local jurisdictions, water districts, state agencies, and federal agencies for the purposes of: 1) providing information for the public; 2) utilizing current data (e.g., National Flood Insurance Program maps); and, 3) determining appropriate regulatory requirements for development in high hazard areas.

Establishment and development of partnerships, collaborative efforts and communication are important elements of a successful program and safe community.

**3.5.b Cooperate with local, regional, State, and federal agencies in securing funding to obtain the maximum level of flood protection that is practical, with a minimum goal of achieving at least 200-year flood protection for urban and urbanizing areas.**

Working with its local partners and being aware of state and federal funding opportunities, the City will seek grant funds to improve its flood-related infrastructure.

**3.5.c Work with responsible parties to ensure flood management facilities and structures (e.g., pump stations, levees, canals, channels, and dams) in the community are properly maintained and/or improved.**

The Merced Irrigation District maintains and improves these features within the planning area.

**3.5.d Annually maintain and implement the community's Federal Emergency Management Agency (FEMA)-approved local hazard mitigation plan in order to apply for and/or receive project grants under FEMA's hazard mitigation assistance programs (e.g., Hazard Mitigation Grant Program, Pre-Disaster Mitigation, Flood Mitigation Assistance, or Severe Repetitive Loss).**

The 2015 Local Hazard Mitigation Plan has a life of 5-years and includes nine projects that are eligible for grant funds. Annual updates and maintenance of the plan are part of the duties of the City's Disaster Council.

extensive sports fields for soccer and youth baseball/softball, very high quality and interesting children's play areas, basketball courts, and pathways. It is also recommended that a new indoor recreation center be sited in this park to accommodate the indoor recreation needs of the area. A master plan will guide the development of this park.

#### **7.6.4 Park & Open Space Resources**

Acquisition, development, maintenance and operation resources for the City's park and open space system must compete with many other vital City services. Historically, the system's expansion and development has been driven largely by new development.

Growth and development has resulted in a well developed park and open space system in the newer sections of the community; however, in the older portions of the City, resources have been scarce.

Long-term maintenance and operation resources are extremely vulnerable to the limited City budget resources. A long-term strategy needs to be developed to assure continued development and adequate maintenance of the system in future years.

Potential future park sites have been designated on the Land Use Diagram. The sites are given a "general" designation to identify areas of potential future needs. Service area criteria has been provided in the Park and Open Space Master Plan. Specific site locations, however, will require more specific planning.

#### **7.6.5 Highway 59 Landfill Site**

The County's main landfill facility is located along Highway 59. Present plans and policies are adequate to assure the long-term

viability of this site; however, continued monitoring of growth and development trends in the region will be necessary.

Planning efforts for the years 2030 and beyond must contemplate the maintenance of adequate open space buffers around this important public facility.

#### **7.6.6 Ground Water Recharge**

It has been determined that ground water is the most practical long-term source of water for meeting the future water needs of the City of Merced. Groundwater recharge is, therefore, critical to supporting the City's future growth. Agricultural water demands are expected to continue to utilize surface water supplies.

In order to maintain adequate municipal water needs into the future, programs have been established that encourage development of ground water recharge basins within the vicinity of the Merced urban area and utilized surface water supplies and recycled water for landscape irrigation. Some of the recharge basins may be developed in conjunction with the City's storm water retention pond system and included in the City's open space resources. Additional acres of recharge basins are expected to be required, however, and these basins will most likely need to be developed outside the City's SUDP/SOI.

In the design and development of this system of recharge basins, care must be taken to minimize the loss of agricultural land in the region as well as minimizing the impact of storm water contaminants on ground water resources. Planning should contemplate integration of this system into the regional open space network.

Existing creeks (Bear Creek, Fahrens Creek, Cottonwood Creek, and Black Rascal Creek) and associated floodways and floodplains may accommodate multiple uses including the provision of riparian habitat, stormwater management and groundwater recharge.

## **7.7 IMPLEMENTATION**

Numerous Open Space, Conservation, and Recreation implementation measures have been detailed in the Goals, Policies and Actions section of this Chapter (Section 7.5). These implementing actions make up the “Action Program” required by Government Code Section 65564. Implementation is also achieved through the Open Space designations on the Land Use Diagram.

The acquisition of additional park land and open space will continue as development occurs through use of the City’s Park Dedication Ordinance, the required dedication of creekside open space, the payment of Park In-Lieu fees, and the Public Facilities Financing Plan.

By means of establishing development standards for lands designated as “Open Space,” the objectives of this chapter can be obtained. Through policies and standards for identifying new open space areas through the development review process, provisions have been made for the preservation of open space resource lands which may be needed at some future point in time.

## **7.8 CONCLUSION**



The open space, conservation and recreation resources of Merced have played an important part in the quality of life for which the City is known. The City has chartered a solid course for the preservation and enhancement of those resources.

It is expected that, as a result of past and present efforts, decision makers contemplating the City’s future beyond the year 2030 will continue to have a broad array of open space resources with which to enrich the lives of the City’s residents.





## NOTICE OF EXEMPTION

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To: \_\_\_\_\_ Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044

From: (Public Agency)  
City of Merced  
678 West 18th St.  
Merced, CA 95340

X County Clerk  
County of Merced  
2222 M Street  
Merced, CA 95340

**Project Title:** 200-Year Floodplain (General Plan Amendment 16-02 & Env.Rev. #16-10)

**Project Applicant:** City of Merced

**Project Location (Specific):** Generally, citywide but specific to lands affected by the State's 200-year floodplain boundary.

**Project Location - City:** Merced

**Project Location - County:** Merced

**Description of Nature, Purpose, and Beneficiaries of Project:** The project is an amendment to the Safety and Conservation Elements of the *Merced Vision 2030 General Plan* to include information, maps and policies consistent with state mandates related to protection of property and loss of life from future local flood events.

**Name of Public Agency Approving Project:** City of Merced

**Name of Person or Agency Carrying Out Project:** City of Merced

**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: 15306
- ☐ Statutory Exemptions.
- ☒ X General Rule [Sec. 15061 (b)(3)]

**Reasons why Project is Exempt:** Section 15061 Review for Exemption; (b) (3) indicates that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It is determined that this amendment to the City's General Plan does not constitute or involve a significant effect. Additionally, GPA #16-02, notably the collection of data and its future use for project assessments, is consistent with the "Class 6" Categorical Exemption (Section 15306). NOTE: Such exemption does not preclude subsequent project level environmental review to occur, where appropriate.

**Lead Agency:** City of Merced

**Contact Person:** Bill King, Principal Planner **Area Code/Telephone:** (209) 385-6858

**Signature:** Bill King **Date:** 4/11/16 **Title:** Principal Planner

X Signed by Lead Agency

Date Received for Filing at OPR: (Not Applicable)  
(If applicable)

**CITY OF MERCED**  
**Planning Commission**

**Resolution #\_\_\_\_\_**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of May 4, 2016, held a public hearing and considered **General Plan Amendment #16-02**, initiated by the City of Merced, to amend the Safety and Conservation Elements of the *Merced Vision 2030 General Plan* to include information, maps, and policies consistent with state mandates related to protection of property and loss of life from future local flood events; and,

**WHEREAS**, the Merced City Planning Commission concurs with Findings A through H of Staff Report #16-08; and,

**NOW THEREFORE**, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council adoption of a Categorical Exemption regarding Environmental Review #16-10, and approval of General Plan Amendment #16-02.

Upon motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried by the following vote:

AYES:       Commissioner(s)

NOES:       Commissioner(s)

ABSENT:   Commissioner(s)

ABSTAIN:   Commissioner(s)

**ATTACHMENT M**

Adopted this 4<sup>th</sup> day of May 2016

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Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:

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Secretary

n:shared:planning:PC Resolutions:GPA#14-06-ZC#421 Merced Holdings-Yosemite & McKee

**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
APPROVING A CATEGORICAL EXEMPTION  
FOR GENERAL PLAN AMENDMENT #16-02  
AND APPROVING GENERAL PLAN  
AMENDMENT #16-02 TO AMEND THE SAFETY  
AND CONSERVATION ELEMENTS OF THE  
MERCED VISION 2030 GENERAL PLAN TO  
INCLUDE INFORMATION, MAPS AND  
POLICIES CONSISTENT WITH STATE  
MANDATES RELATED TO PROTECTION OF  
PROPERTY AND LOSS OF LIFE FROM  
FUTURE LOCAL FLOOD EVENTS**

WHEREAS, the Planning Commission of the City of Merced held a noticed public hearing on May 4, 2016, at which time all those interested in the matter were provided the opportunity to speak or provide written or oral testimony regarding the application; and

WHEREAS, after hearing all of the evidence and testimony and after exercising its independent judgment and review, the Planning Commission recommended the adoption of a Categorical Exemption following Environmental Review #16-10 pursuant to the California Environmental Quality Act and recommend that the City Council approve General Plan Amendment #16-02, as presented in Exhibit A; and

WHEREAS, the City Council held a noticed public hearing on June 6, 2016, 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.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERCED AS FOLLOWS:

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT.  
Based upon the evidence and testimony in the record at the City Council public hearing, the City Council exercising its independent judgment and review, hereby adopts and approves the Categorical Exemption following Environmental Review #16-10 pursuant to the provisions of the California Environmental Quality Act.

SECTION 2. GENERAL PLAN AMENDMENT ADOPTION. The General Plan of the City of Merced is hereby amended by approving General Plan Amendment #16-02, which amends the Safety and Conservation Elements of the Merced Vision 2030 General Plan to include information, maps and policies (Exhibit A) consistent with state mandates related to protection of property and loss of life from future local flood events.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Ken Ryce 5/18/16  
City Attorney Date



### **Hazard Response – Dam Failure**

The damage control and disaster relief efforts, in the case of inundation from Bear Creek Reservoir, would most likely be required from local governments, private organizations, and from State and Federal governments. This “mutual aid” could consist of mass evacuation of the inundation areas, search and rescue operations, emergency medical care, food distribution, and temporary shelter for injured or displaced persons. State and Federal assistance could be useful to remove debris and clear roadways, assist in re-establishing public services and utilities, and provide continuing care and welfare for the affected population, including temporary housing of displaced persons.

### **Evacuation Routes and Water Supply**

The County Evacuation Plan for both dams shows the Merced County Fairgrounds as the evacuee assembly points and addresses what evacuation routes, priorities, and procedures should be followed. The City’s ability to supply the potable water requirements during this time will depend on which dam failed and the height of the inundation wave in relationship to the height of the 100-year and 200-year flood. The current City policy on well facility construction as it relates to inundation is that the well facility entrance be one-foot higher than the 100-year flood elevation, that one facility be placed in each square mile, and that a three-day energy reserve be present at the pump.

There are currently only a few wells in the Lake Yosemite inundation area because the area is mostly undeveloped at this time. Furthermore, those existing wells that would be subject to inundation are in an area of relatively shallow inundation elevations.

Bear Lake inundation, however, would be much more serious provided that actions were not taken to protect the wells within the six-plus hours prior to inundation.

### **11.2.4 Flooding**

Flooding continues to be the most widespread weather-related safety hazard in the United States, and accounts for greater average annual property losses than any other single hazard. Flooding can be especially troublesome in the Central Valley because it is a natural event. ~~The valley is a drainage basin for thousands of acres of Sierra and Diablo foothill and mountain land, and the long dry spells lead people to think that flooding cannot occur where they live. In 1911, 1935, and 1955, large floods occurred within those portions of Merced that were developed at the time; in intervening years, flooding occurred every three to five years (information concerning non-developed areas currently in the planning area and floods prior to 1911 is not available). Significant flooding in some parts of the City also occurred in 2006. See Figure 11.4.~~

Approximately 25 square miles of land in the Merced area are subject to 100-year or more frequent floods. This is illustrated by **Figure 11.5**. The Flood Insurance Rate Maps (F.I.R.M.) identify flood-prone areas which were required to be recognized by the Federal Flood Disaster Protection Act. These maps are the source of more detailed flood information for the planning area, and are periodically updated to reflect new information.

~~The State of California has adopted legislation that requires jurisdictions to prepare floodplain regulations based on the 200-year flood event. New maps identifying~~



~~the 200-year-event boundaries were issued in October 2008. The maps do not indicate that there are any areas within the City limits or the proposed SUDP/SOI that are impacted by the 200-year floodplain.~~

Changes in land use from agriculture to urban have profound effects on runoff and erosion of the land surface. The City has teamed up with Merced County, Merced Irrigation District and The City of Atwater to form a Stormwater Group with a Stormwater Management Plan to address erosion, sedimentation and other non-point pollutants of concern in order to protect water ways.

Urbanization is commonly accompanied by paved and other impervious surfaces, and the construction of storm sewers.. Impervious surfaces and storm drains increase the frequency of floods and the size of flood peaks. The volume of runoff from new urban areas is far greater than under pre-existing conditions unless detention basins are constructed, as required in Merced.. Most floods in Merced are produced by extended periods of rainfall during the winter months. Dam failure is another source of flooding which was addressed separately in Section 11.2.3 of this chapter.

#### Merced County Streams Group Project

The Merced County Streams Group Project was approved by Congress in 1970. The project was re-evaluated by the U.S. Corps of Engineers in 1980 and some construction has been completed, but the entire project currently lacks funding commitments. The project, as laid out in 1980, entailed construction of two new detention dams (Castle on Canal Creek and Haystack Mountain on Black Rascal Creek), the enlargement and modification of the Bear Creek detention dam, and construction and

modification of 32 miles of levees and channels on the Bear Creek Stream Group (Fahrens, Black Rascal, Cottonwood, and Bear Creeks, Black Rascal Slough, and El Capitan Canal).

Castle Dam and a diversion structure from MID's main canal has been completed to date. Approximately 24 square miles in the planning area would be removed from the 100-year or more floodplain by this project. *Figure 11.5* illustrates the change in area covered by the 100-year floodplain that could be attributed to the construction of the project.



Due to environmental considerations, it is unlikely that Haystack Mountain dam will be constructed. The proposed Haystack Mountain reservoir area has significant vernal pool areas. In 2004, the Army Corps of Engineers began considering as an alternative an East side bypass, extending from the Black Rascal Diversion at Bear Creek south past Hwy 99 to the Miles and Owens Creek drainages. This would divert both Black Rascal and Bear Creek flood flows away from the City of Merced. However, there is insufficient capacity in Miles and Owens Creeks to carry flows down to the San Joaquin River, so that this solution is problematical, without an expensive further extension of a flood bypass.

The text below is proposed to be added to Section 11.2.4 “Flooding” of the *Merced Vision 2030 General Plan*. This new text will replace text that is proposed to be deleted (marked in strikethrough) on page 11-10.

**New Text for Section 11.2.4 of the Merced Vision 2030 General Plan:**

The State of California has adopted legislation that requires jurisdictions to prepare maps, goals, policies, implementation measures and regulations based on a 200-year flood event. This standard is distinct from federal flood protection efforts. Portions of the City are subject to the 200-year standard. One such area (as shown in Figure 11.4) is the State Levee Flood Projection Zone of Black Rascal Creek located downstream of a state levee. The effect of the state’s flood-related legislation on the City of Merced is described in the November 2015 Summary Report on Urban Level of Flood Protection adopted by reference as part of the General Plan. This report includes a map that depicts the state’s regulatory requirements for flood protection, and is also presented in Figure 11.5a.



**MAIN & N STREET FLOODING**



**16TH STREET FLOOD**

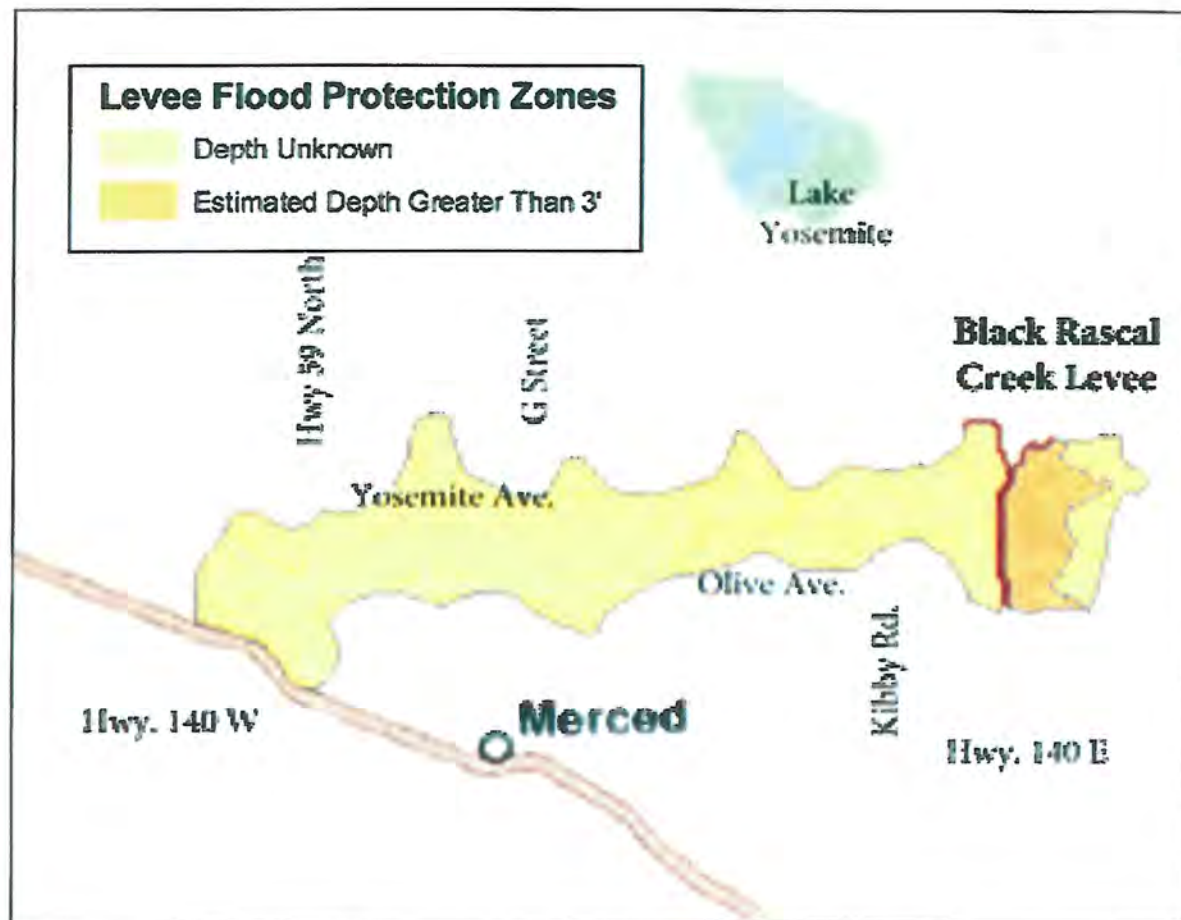


**SOURCE: Merced County Historical Society**



**THE FLOOD OF 1935**

**Figure  
11.4**



Levee Flood Protection Zones estimate the maximum area that may be inundated if a project levee fails when water surface elevation is at the top of a project levee. Zones depicted on this map were created utilizing methods and assumptions described in the accompanying technical manual, and do not necessarily depict areas likely to be protected from flow events for which project levees were designed.

Lands within the Levee Flood Protection Zones may be subject to flooding due to various factors, including the failure or overtopping of project or non-project levees, flows that exceed the design capacity of project or non-project levees, and flows from water sources not specifically protected against by project levees. Lands not mapped within a Levee Flood Protection Zone are not invulnerable to flood risk, and some may also experience flooding from those or other processes.



## CITY OF MERCED STATE LEVEE FLOOD PROTECTION ZONE

Figure  
11.4







# Recommended Revised Safety Element Goals, Policies and Implementation Measures

## *Goal Area S-3: Flooding*

### **GOAL**

- ~~A City Free From Other Than Street Flooding~~ Protect people and property from flood risk.

### **POLICIES**

S-3.1 Avoid or Minimize the Risks of Flooding to New Development.

~~S-3.12 Implement Protective Measures for Areas in the City and the SUDP/SOI, Within the 200-Year Floodplain. Implement appropriate land use planning practices to improve flood risk management and reduce the consequence of flooding.~~

S-3.23 Maintain essential City services in the event of flooding or dam failure.

S-3.4 Locate and Design Essential Facilities to Minimize Flood Risk

S-3.5 Coordinate with other local, regional, State, and federal agencies to improve flood risk management.

### *Policy S-3.1*

*Avoid or Minimize the Risks of Flooding to New Development.*

#### *Implementing Actions:*

3.1.a Limit future development in areas with high flooding risk to the extent feasible to open space, green belts, and other natural areas, recreational use or agricultural use. Maintain public safety and sustainable development in areas prone to risk of flooding.

3.1.b Require that roadway systems for areas protected by levees and dams be designed to provide multiple escape routes for residents and access for emergency services in the event of a levee or dam failure.

3.1.c Encourage multi-purpose flood management projects that incorporate recreation, resource conservation, preservation of natural riparian habitat, and scenic values of the community's watercourses, creeks, and streams.

The City will continue to review its own infrastructure facilities to make sure that they are protected from flooding so they will continue to function and provide service to City residents in the event of a flood. The City will also work with other jurisdictions to address flood issues and



to limit development to the extent feasible in flood hazard areas.

**Policy S-3.12**

**Implement Protective Measures for Areas in the City and the SUDP/SOI Within the 100-Year and 200-Year Floodplains. Implement Appropriate Land Use Planning Practices to Improve Flood Risk Management and Reduce the Consequence of Flooding.**

**Implementing Action:**

- 3.12.a** ~~Continue to implement the City's Flood Damage Prevention Ordinance and other measures as needed to protect areas within the City and the SUDP/SOI that are within the 100-year and 200-year floodplains as applicable.~~

Require evaluation of potential flood hazards prior to approval of development projects to determine whether the proposed development is reasonably safe from flooding and consistent with the State of California Department of Water Resources' (DWR) *Urban Level of Flood Protection Criteria* for an urban level of flood protection standard (200-year) in urban and urbanizing areas. The City will not approve new development or a subdivision or enter into a development agreement for any property within a flood hazard zone, unless the adequacy of flood protection specific to the area has been demonstrated.

- 3.12.b** ~~The City shall evaluate areas within its SUDP/SOI to identify areas of potential localized flood hazards using an official flood insurance rate map issued by the Federal Emergency Management Agency (FEMA), the National Flood Insurance Program maps published by FEMA, information about flood hazards available from the U.S. Army Corps of Engineers, dam failure inundation maps available from the Office of Emergency Services, Awareness Floodplain Maps and 200-year flood plain maps available from the Department of Water Resources, historical data available from the City, County of Merced, and any other sources as appropriate during the preparation of a Hazard Mitigation Plan.~~

Require that new development and substantial improvements or upgrades in identified FEMA flood hazard zones (i.e., 100- and 500-year floodplains) be constructed in accordance with applicable city, State, and federal regulations, including compliance with the minimum standards of the Federal Emergency Management Agency and the National Flood Improvement Program to avoid or minimize the risk of flood damage.

- 3.12.c** ~~Essential facilities (i.e., hospitals and health care facilities, emergency shelters, fire stations, emergency command centers, and emergency communications facilities), when feasible, shall be located outside of flood hazard zones, or construction methods and other methods to minimize damage from flood hazards identified, so that structural and operational integrity is maintained during flooding.~~

Require new development in dam or levee inundation areas to consider risk from failure of these facilities and to include mitigations to bring this risk to a reasonable level.

- 3.12.d** ~~The City shall develop a program with criteria to determine when construction of essential public facilities and other critical facilities will be permitted in flood hazard zones or areas with other geologic hazards." Review annually and update, as necessary, appropriate General Plan elements to reflect current floodplain mapping data available from local, regional, State, and federal agencies to ensure the best available flood risk mapping information is contained in the general plan.~~

~~In 2008, the State of California adopted new legislation that requires jurisdictions to prepare~~



certain floodplain regulations based on the 200-year flood event, instead of the previously used 100-year flood event. New maps identifying the new areas have been issued, and no additional areas within the SUDP/SOI have been identified as being impacted by the 200-year floodplain. The City's Flood Damage Prevention Ordinance is the implementing tool that the City uses to address flood issues. The City uses the FEMA maps and other sources to identify flood hazard areas, which will be addressed in a future Hazard Mitigation Plan currently being prepared by the City. The City will also identify "essential facilities" per Government Code 65302(g)(A)(iv) and to the extent feasible, make sure they are located outside flood hazard areas or constructed to withstand flood damage.

**3.2.c Amend the Merced Municipal Code (Flood Damage Prevention Ordinance) pursuant to state law to provide consistency with amendments made to the General Plan pursuant to flood risk management.**

### **Policy S-3.23**

#### ***Maintain Essential City Services in the Event of Flooding or Dam Failure.***

##### ***Implementing Actions:***

**3.23.a** Continue to build all pump stations (both sewer and water) entryways at one (1) foot above the 200-year flood elevation ~~(when it has been determined and mapped)~~, and continue to implement additional standards to address flooding due to dam failure.

**3.23.b** Continue the "flood-proofing" of high-value or important City infrastructure, such as lift stations and signal control functions, as required by the City's Flood Damage Prevention Ordinance.

**3.23.c** ~~The City shall develop and maintain relationships with local jurisdictions, water districts, state agencies, and federal agencies for the purposes of: 1) providing information for the public; 2) utilizing current data (e.g., National Flood Insurance Program maps); and, 3) determining appropriate regulatory requirements for development in high hazard areas.~~

**3.23.d** ~~Limit future development in areas with high flooding risk to the extent feasible to open space, green belts, and other natural areas, recreational use or agricultural use. Maintain public safety and sustainable development in areas prone to risk of flooding. Maintain and update emergency response plans, including evacuation routes, that address potential flooding in flood hazard zones, in areas protected by levees and dam inundation areas. Maintain, update, and make available to the public, as appropriate, community flood evacuation and rescue maps.~~

~~The City will continue to review its own infrastructure facilities to make sure that they are protected from flooding so they will continue to function and provide service to City residents in the event of a flood. The City will also work with other jurisdictions to address flood issues and to limit development to the extent feasible in flood hazard areas. In times of flooding, when evacuation routes will be essential, the availability of a popular road may be submerged, while the availability of another lesser known road may become the viable evacuation route. Preparation and dissemination of emergency response plans and evacuation routes will benefit individuals and the community.~~



#### Policy S-3.4

##### Locate and Design Essential Facilities to Minimize Flood Risk

###### Implementing Actions:

3.4.a Essential facilities (i.e., hospitals and health care facilities, emergency shelters, fire stations and police stations, emergency command centers, and emergency communications facilities), when feasible, shall be located outside of 100- and 200-year floodplains, or implement design and construction methods to minimize damage from flood hazards identified, so that structural and operational integrity is maintained during flooding.

Protection of the City's essential services will be key to provision of services during times of emergency. As described below, the City will evaluate and deploy a variety of means to accomplish this implementing action (see below).

3.4.b The City shall develop a program with criteria to determine when construction of essential public facilities and other critical facilities will be permitted in flood hazard zones or areas with other geologic hazards.

This program will be developed in conjunction with the Engineering Division's effort to craft a policy reflective set of codes (see below).

3.4.c Review the municipal code and amend as necessary to require the location of new critical facilities (e.g., hospitals, emergency command centers, communication facilities, fire stations, and police stations) outside of 100- and 200-year floodplains. Where such location is not feasible, include exceptions through appropriate mitigation methods to minimize the potential flood damage to the facility.

Following adoption of the City's General Plan Amendment, the City's Engineering Division will develop and process an applicable code amendment.

#### Policy S-3.5

##### Coordinate with other Local, Regional, State, and Federal Agencies to Improve Flood Risk Management.

###### Implementing Actions:

3.5.a The City shall develop and maintain relationships with local jurisdictions, water districts, state agencies, and federal agencies for the purposes of: 1) providing information for the public; 2) utilizing current data (e.g., National Flood Insurance Program maps); and, 3) determining appropriate regulatory requirements for development in high hazard areas.

Establishment and development of partnerships, collaborative efforts and communication are important elements of a successful program and safe community.



**3.5.b Cooperate with local, regional, State, and federal agencies in securing funding to obtain the maximum level of flood protection that is practical, with a minimum goal of achieving at least 200-year flood protection for urban and urbanizing areas.**

Working with its local partners and being aware of state and federal funding opportunities, the City will seek grant funds to improve its flood-related infrastructure.

**3.5.c Work with responsible parties to ensure flood management facilities and structures (e.g., pump stations, levees, canals, channels, and dams) in the community are properly maintained and/or improved.**

The Merced Irrigation District maintains and improves these features within the planning area.

**3.5.d Annually maintain and implement the community's Federal Emergency Management Agency (FEMA)-approved local hazard mitigation plan in order to apply for and/or receive project grants under FEMA's hazard mitigation assistance programs (e.g., Hazard Mitigation Grant Program, Pre-Disaster Mitigation, Flood Mitigation Assistance, or Severe Repetitive Loss).**

The 2015 Local Hazard Mitigation Plan has a life of 5-years and includes nine projects that are eligible for grant funds. Annual updates and maintenance of the plan are part of the duties of the City's Disaster Council.

extensive sports fields for soccer and youth baseball/softball, very high quality and interesting children's play areas, basketball courts, and pathways. It is also recommended that a new indoor recreation center be sited in this park to accommodate the indoor recreation needs of the area. A master plan will guide the development of this park.

#### **7.6.4 Park & Open Space Resources**

Acquisition, development, maintenance and operation resources for the City's park and open space system must compete with many other vital City services. Historically, the system's expansion and development has been driven largely by new development.

Growth and development has resulted in a well developed park and open space system in the newer sections of the community; however, in the older portions of the City, resources have been scarce.

Long-term maintenance and operation resources are extremely vulnerable to the limited City budget resources. A long-term strategy needs to be developed to assure continued development and adequate maintenance of the system in future years.

Potential future park sites have been designated on the Land Use Diagram. The sites are given a "general" designation to identify areas of potential future needs. Service area criteria has been provided in the Park and Open Space Master Plan. Specific site locations, however, will require more specific planning.

#### **7.6.5 Highway 59 Landfill Site**

The County's main landfill facility is located along Highway 59. Present plans and policies are adequate to assure the long-term

viability of this site; however, continued monitoring of growth and development trends in the region will be necessary.

Planning efforts for the years 2030 and beyond must contemplate the maintenance of adequate open space buffers around this important public facility.

#### **7.6.6 Ground Water Recharge**

It has been determined that ground water is the most practical long-term source of water for meeting the future water needs of the City of Merced. Groundwater recharge is, therefore, critical to supporting the City's future growth. Agricultural water demands are expected to continue to utilize surface water supplies.

In order to maintain adequate municipal water needs into the future, programs have been established that encourage development of ground water recharge basins within the vicinity of the Merced urban area and utilized surface water supplies and recycled water for landscape irrigation. Some of the recharge basins may be developed in conjunction with the City's storm water retention pond system and included in the City's open space resources. Additional acres of recharge basins are expected to be required, however, and these basins will most likely need to be developed outside the City's SUDP/SOI.

In the design and development of this system of recharge basins, care must be taken to minimize the loss of agricultural land in the region as well as minimizing the impact of storm water contaminants on ground water resources. Planning should contemplate integration of this system into the regional open space network.



Existing creeks (Bear Creek, Fahrens Creek, Cottonwood Creek, and Black Rascal Creek) and associated floodways and floodplains may accommodate multiple uses including the provision of riparian habitat, stormwater management and groundwater recharge.

## **7.7 IMPLEMENTATION**

Numerous Open Space, Conservation, and Recreation implementation measures have been detailed in the Goals, Policies and Actions section of this Chapter (Section 7.5). These implementing actions make up the “Action Program” required by Government Code Section 65564. Implementation is also achieved through the Open Space designations on the Land Use Diagram.

The acquisition of additional park land and open space will continue as development occurs through use of the City’s Park Dedication Ordinance, the required dedication of creekside open space, the payment of Park In-Lieu fees, and the Public Facilities Financing Plan.

By means of establishing development standards for lands designated as “Open Space,” the objectives of this chapter can be obtained. Through policies and standards for identifying new open space areas through the development review process, provisions have been made for the preservation of open space resource lands which may be needed at some future point in time.

## **7.8 CONCLUSION**



The open space, conservation and recreation resources of Merced have played an important part in the quality of life for which the City is known. The City has chartered a solid course for the preservation and enhancement of those resources.

It is expected that, as a result of past and present efforts, decision makers contemplating the City’s future beyond the year 2030 will continue to have a broad array of open space resources with which to enrich the lives of the City’s residents.





ADMINISTRATIVE REPORT

Agenda Item: I.3.

Meeting Date: 6/6/2016

**Report Prepared by:** Julie Nelson, Associate Planner, Planning Department

**SUBJECT:** Public Hearing - 205 East 16<sup>th</sup> Street - General Plan Amendment #16-01 and Zone Change #423

**REPORT IN BRIEF**

Request to amend the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) and change the Zoning designation from Thoroughfare Commercial (C-T) to R-4 for an approximately 1.1 acre parcel located at 205 East 16<sup>th</sup> Street.

**RECOMMENDATION**

**City Council** - Adopt one of the following recommendations:

*To Approve the Request:*

A. Adopt a motion adopting **Resolution 2016-16**, a Resolution of the City Council of the City of Merced, California, approving a Negative Declaration for General Plan Amendment #16-01 and Zone Change #423 for the approximately 1.1 acre parcel located on the north side of East 16<sup>th</sup> Street approximately 245 feet east of G Street (205 East 16<sup>th</sup> Street), and approving a General Plan Amendment for the same parcel of land to change the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD); and,

B. Introducing **Ordinance 2460**, an Ordinance of the City Council of the City of Merced, California, amending the Official Zoning Map by Rezoning an approximately 1.1 acre parcel located on the north side of East 16<sup>th</sup> Street, approximately 245 feet east of G Street (205 East 16<sup>th</sup> Street), from Thoroughfare Commercial (C-T) to Conditional R-4; and,

C. Authorizing the City Manager to Execute the Developer Agreement.

*To Deny the Request (Planning Commission Recommendation):*

A. Adopt a motion adopting **Resolution 2016-17**, a Resolution of the City Council of the City of Merced, California denying a Negative Declaration for General Plan Amendment #16-01 and Zone Change #423, and denying General Plan Amendment #16-01 requesting to change the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) for an approximately 1.1 acre parcel located on the north side of East 16<sup>th</sup> Street, approximately 245 feet east of G Street (205 East 16<sup>th</sup> Street).

## ALTERNATIVES

1. Approve the request; or,
2. Deny the request as recommended by the Planning Commission; or,
3. Approve, subject to other than the Findings and Conditions of Approval included in the Administrative Report (identify specific findings and/or conditions amended in City Council motion); or
4. Refer back to staff for reconsideration of specific items (specific items to be addressed in City council motion); or,
5. Continue to a future City Council meeting (date and time to be specified in City Council motion).

## AUTHORITY

Title 19 of the Merced Municipal Code outlines environmental review procedures and California Government Code Section 65358(a) grants authority to amend all or part of an adopted General Plan. The legislative body may amend the zoning pursuant to California Government Code Section 65583.

## DISCUSSION

### Project Description/Site Plan Options

The project site is located on the north side of East 16<sup>th</sup> Street, approximately 245 feet east of G Street (Attachment 1). The site was most recently used as a 39-unit motel with a manager's quarters located at the rear of the property (Attachment 2). If the General Plan Amendment and Zone Change are approved, the proposed project would convert the 39 existing motel rooms into 41 permanent supportive housing (PSH) units for very low- and extremely low-income residents (refer to Site Plan Option #1 at Attachment 3). Fifteen of the units would be used for medical recovery care. The remaining 26 units would provide permanent, supervised housing. A medical clinic would be provided on site (within the existing motel building) to provide services to the residents of the site. The clinic would not be open to the public. The existing manager's unit fronting the alley would remain with a portion of this building being used as the manager's office.

A community building would be constructed near the center of the site, which would provide laundry facilities, offices for mental health practitioners, and a place to hold group activities on site. An outside management company would be hired to manage the complex and would provide 24-hour a day on-site management services.

Based on Site Plan Option #1, the primary access to the site would be from the alley. Pedestrian access would be provided along the eastern side of the buildings to provide a connection to the clinic at the south end of the site. The 16<sup>th</sup> Street access would be gated and only allow access during specific hours (currently proposed to be 7:00 a.m. to 7:00 pm.). The developer provided an optional site plan (Site Plan Option #2) that moves the primary access to 16<sup>th</sup> Street. Details of Option #2 are discussed below.

An animal companion area would be provided off the alley way as well. This area would provide a place for the tenants' animals to have a grassy area to play and relieve themselves. Animals would not be allowed to stay in this area overnight. In Site Plan Option #1, the animal companion area is roughly 50 to 60 feet wide, and 4 parking stalls are provided off the alley. In Site Plan Option #2, the parking stalls are eliminated and the animal companion area is expanded to roughly double the size



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shown in Option #1. This modification limits access from the alley and moves the primary access point to 16<sup>th</sup> Street.

A covered and secured bicycle parking area is provided off the alley as well. There would be sufficient parking for approximately 20 bicycles.

In addition to the changes to the animal companion area described above, Site Plan Option #2 (Attachment 4) moves the manager's office from the alley (adjacent to the manager's unit) to the front of the site near the clinic. These changes would shift the access point to the front of the site along 16<sup>th</sup> Street. Gated pedestrian access would be provided from the alley to the site.

This project is being developed using the "Housing First" model. This model prioritizes providing housing to people experiencing homelessness, which in turn, allows an individual to pursue other goals and improve their quality of life. Information on the Housing First model was provided by the developer and is available at Attachment 5.

The project would use the "Coordinated Entry System" to determine the level of vulnerability of possible tenants and would seek to help those considered most vulnerable within the City. Although a priority would be given to homeless individuals within the City of Merced, individuals may be accepted from locations throughout the County and possibly other jurisdictions.

One of the primary goals of this project is to reduce vehicular impacts and encourage alternate means of transportation. In order to help accomplish this goal, tenants would not be allowed to have vehicles on the site per their rental agreements. In addition, in order to encourage alternate means of transportation, the applicants are providing covered bicycle parking, pedestrian pathways throughout the site, and tenants would be provided with free bus passes. The developer is working with the Merced County Transportation Authority to install a bus pull-out on 16<sup>th</sup> Street in close proximity to the site. Because of the emphasis on reducing the number of vehicles on the site, the applicants have proposed to dramatically reduce the number of vehicle parking spaces on site. Additional information on the parking requirements for this project is provided later in this report.

The developer has provided additional details regarding this project at Attachment 6.

The developer has worked with an independent consultant, James Coles, to help design the project. Mr. Coles has extension experience in the development of permanent supportive housing. Information regarding Mr. Coles' background and experience, as well as examples of other projects he has helped develop and letters of recommendation, are provided at Attachment 7. The developer has also provided a list of similar projects within California and New Mexico which have successfully converted a former motel/hotel into permanent supportive housing (Attachment 8). Attachment 9 provides a list of successful permanent supportive housing models in San Francisco.

#### Coordination with Community Resources and Medical Providers

In addition to providing housing, the tenants would be provided with job skills training. The Merced

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County Department of Workforce Investment would assist in providing services to the residents, including orientations, informational seminars, and possible on-site workshops. A letter from the Merced County Department of Workforce Investment has provided a letter regarding their services at Attachment 10.

Tenants would also have access to medical, dental, and mental healthcare, as well as respite care at the site. The developer has contracted with Horisons Unlimited to provide medical, dental, and behavioral health care. Please refer to the letter provided by Horisons Unlimited at Attachment 11 for information regarding the services they would provide the residents of the project.

The Merced Rescue Mission would work with the developer and Horisons Unlimited to provide medical respite care for the residents, in coordination with the HOPE Medical Respite Care program (Attachment 12). The services provided by the Merced Rescue Mission are described in the letter provided at Attachment 13.

#### Information Provided by Developer

In addition to the information described above, the developer has also provided information regarding the cost of homelessness to the community. Attachment 14 provides information regarding "The cost of ignoring the problem."

The developer is obtaining funding through the Community Reinvestment Fund, USA (CRFUSA) Housing Loans. The CRFUSA is a non-profit lender that helps originate or acquire Low Income Housing Tax Credit properties. Information on the CRFUSA is provided at Attachment 15.

The developer also provided a recap of the May 4, 2016, Planning Commission meeting (based on the audio recording of the meeting) and provided a narrative of his responses to questions asked. Please refer to Attachment 16 for this information.

#### General Plan Amendment and Zone Change

The site currently has a General Plan and Zoning designation of Thoroughfare Commercial. The Thoroughfare Commercial (CT) General Plan and Zoning designations allow hotels and motels (transitory dwelling uses), but does not allow for permanent residential uses such as the supportive housing project proposed. Therefore, in order to allow the proposed project, a General Plan Amendment to High Density Residential (HD) and a Zone Change to R-4 are required. Because the proposal is for a specific use with a dramatic reduction in on-site parking spaces, staff is recommending the zone be changed to Conditional R-4 Zoning, which would provide a mechanism to ensure other multi-family uses could not locate at this site without providing additional parking or providing other alternatives to meet the parking requirements for multi-family dwellings. With Conditional Zoning, the property owner enters into an agreement with the City of Merced addressing the special provisions for the development. The agreement is recorded and runs in perpetuity with the land.

#### Relation to Housing Element

The proposed project would help achieve the following goals and policies of the Housing Element of

the General Plan:

- Goal H-1: New Affordable Housing Construction*
- Policy H-1.1. Support Development of Affordable Housing.*
- Policy H-1.1.e Encourage Alternate Housing Types.*
- Policy H-1.7 Support Housing to Meet Special needs.*
- Policy H-1.7.b Promote and Develop Housing to Meet Special Needs.*
- Policy H.3.1.b Coordinate with Local Agencies to Provide Housing Assistance to Extremely Low, Very Low, and Low Income Households.*

### Parking

With Site Plan Option #1, the project provides a total of 15 parking spaces. For a typical multi-family project with 42 units (41 tenants and one on-site manager), a total of 71 parking spaces would be required. Therefore, the site is only providing approximately 21 percent of the required number of parking spaces. With Site Plan Option #2, the four spaces provided along the alleyway are eliminated bringing the total number of parking spaces down to 11. As previously described, one of the goals of this project is to promote alternate transportation and reduce vehicles miles traveled. The developer plans to implement several strategies to carry out this goal (i.e., pedestrian access, bus passes for tenants, bicycle parking, etc.).

Because this project is unique in the type of tenants it would house as well as the amenities it provides to encourage alternate means of transportation and the restriction proposed on tenant vehicles, staff has proposed to use Conditional Zoning (Condition #39 of the Draft Resolution for Approval - Attachment 24) which would allow this specific project to operate with only 15 parking spaces (or 11 spaces as proposed with Option #2), but would require any other future use to comply with the minimum parking requirements of the Zoning Ordinance (Condition #17 of the Draft Resolution for Approval - Attachment 24).

The onsite clinic would not be open to the public. Therefore, no additional parking spaces would be required for patients of the clinic. However, parking would be needed for the service providers coming to the site. Based on the limited number of providers expected to be at the site, the 15 parking spaces (or 11 spaces with Option #2) provided would be sufficient to serve the residents and clinic.

### Public Improvements/City Services

The site is served by City sewer and water services and has public access by the way of 16<sup>th</sup> Street and the alley north of the property. Sidewalks exist in front of the subject site, but would need to be replaced/installed from the subject site west to the point of the proposed bus stop. Sidewalks would also need to be installed on the west side of E Street from Main Street south to the alley. Additionally, the alley would need to be reconstructed along the property frontage from D Street to E Street. Refer to the map at Attachment 17 for the location of the required public improvements. The cost of these improvements are the sole responsibility of this project. Conditions #14 and #15 of the Draft Resolution for Approval (Attachment 24) address the requirements for public improvements.

### Building Design

The buildings are single-story units laid out in a U-shape design. The basic design of the units would not change. Thirty-six of the motel units would be converted to single-occupancy dwelling units and four units would be double-occupancy units. A portion of the area previously used as the motel office would be converted to a health clinic and the remainder would be used for the complex office. The developer would make cosmetic changes to the exterior and bring the buildings up to current code requirements, including disabled accessibility. A portion of the unit behind the motel would be used for the on-site manager's quarters and the remainder would most likely be used for storage of some type. As required by Condition #28 of the Draft Resolution for Approval (Attachment 24), Design Review approval would be required for any future exterior changes to the buildings.

### Site Design

The site has access from West 16<sup>th</sup> Street and two driveways into the site (Attachment 2). The design of the site would remain mostly unchanged with the exception of the construction of the community building near the center of the site (Attachments 3 and 4). Gates would be added to both driveways into the site. The existing parking spaces in front of each unit would be eliminated other than those in front of the northern-most units. An additional four parking spaces would be added behind the units along the alley. A secure, covered bicycle parking area would be constructed at the northeast corner of the site and a covered animal companion area would be built adjacent to the bicycle parking area. Pedestrian access would be added from the alleyway along the east side of the site providing access to the front of the site and the clinic. Pedestrian access would also be provided on the west side of the site from the manager's unit running in front of the units on the west side of the site. Sidewalks would provide access along the front of the site to the proposed bus stop along East 16<sup>th</sup> Street, west of the site.

### Neighborhood Impact/Interface

The area to the north of the site is zoned R-2, which allows one and two family dwelling units (Attachment 1). There is a church located at the corner of East Main Street and D Street. To the west of the site is a multi-family development which was also previously a motel, but was converted to a multi-family complex in 1981. A Zone Change and General Plan Amendment were approved for that site in 1981 allowing the conversion of the motel to a multi-family complex, also utilizing Conditional Zoning. An automotive repair shop is located to the east of the site.

The Harvest Two Community Church is located at 161 East 16<sup>th</sup> Street (west of site, adjacent to the Fire Station). In addition to church activities, there is also a private school (Kindergarten through twelfth grade) that operates at this location. The school has approximately 44 students enrolled.

The applicant held a community forum on Monday, April 25, 2016 (Attachment 18). Prior to the meeting, the applicant handed out flyers notifying the tenants and property owners within the area of the forum. At the meeting, there were approximately 6 individuals from the area in attendance. A list of attendees was provided by the Developer at Attachment 19. Some of the concerns voiced at the meeting were: 1) crime in the area that appears to be attributed to homeless individuals; 2) the pedestrian traffic through the alley that may also be associated with the crime in the area; and, 3) the

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types of tenants that would be living at the development. The developer explained the way the program would work using the Housing First model and the coordinated entry system to screen tenants. He also explained that the tenants would be required to sign a lease and be bound by rules and that a manager would be on-site at all times.

The site is currently blighted and has been abandoned and boarded up for quite some time. Although it has been enclosed by a fence, it has still attracted vagrants and has been a nuisance to the neighborhood. The developer believes the proposed development would clean up the site. On-site management would assist in ensuring problems did not arise due to the tenants. All tenants would be required to sign and adhere to a rental agreement. A sample rental agreement has been provided at Attachment 20.

At the Planning Commission meeting, concerns were raised regarding the proximity of this site to the downtown area. Cindy Morse, President of the Downtown Neighborhood Association, spoke in opposition to the project citing concerns with the proximity to the downtown and the efforts being made to reduce the number of homeless individuals in the downtown area.

The City recognizes the need for permanent supportive housing and encourages this type of development. The proposed project is the first of its kind for the City. As such, it's very important that it be designed and operated so it is an asset to the City. Therefore, it is important that the project be fully vetted prior to approval.

#### Public Notice

Public hearing notices were sent to all property owners within 300 feet of the site prior to the Planning Commission meeting on May 4, 2016. An additional notice was sent prior to the City Council meeting on June 6, 2016.

#### Planning Commission Action

The Planning Commission reviewed this project at their meeting on May 4, 2016. Commissioner Padilla recused himself due to a business conflict. There were three people who spoke in favor of the project, one person who was neutral, and one person in opposition to the project.

The Planning Commission questioned the applicant regarding how the project would be operated. Specifically, whether there would be background checks on the tenants, the ratio of on-site personnel to tenants, whether there would be a "Sober Living Agreement" with the tenants, and how the tenants would be motivated to move on from this site and not make this their life-time residence. An excerpt from the Planning Commission minutes is provided at Attachment 21.

After hearing the public testimony and discussing the project, the Planning Commission voted (5 Ayes, 1 No, 1 Abstain) to recommend denial of the General Plan Amendment and Zone Change. The Planning Commission Resolution is available at Attachment #22. Planning Commission Staff Report #16-10 is provided at Attachment #23.



**City Council Action**

The City Council has been provided with two Draft Resolutions (one for approval and one for denial) and an Ordinance. If the Council wishes to approve the General Plan Amendment and Zone Change, the Council would need to adopt the Resolution approving the Environmental Review (Negative Declaration) and General Plan Amendment (Attachment 24) and introduce the Ordinance for the Zone Change (Attachment 25) and adopt a motion to authorize the City Manager to execute the Developer Agreement at Attachment 26.

If the Council wishes to deny the project, as recommended by the Planning Commission, the Council would need to adopt the Resolution not approving the Environmental Review (Negative Declaration) and denying the General Plan Amendment (Attachment 27) and not introduce the ordinance for the Zone Change.

**ATTACHMENTS**

1. Location Map
2. Existing Site Plan
3. Site Plan Option #1
4. Site Plan Option #2
5. Housing First
6. Applicant's Information on Project
7. Information on Consultant
8. Other Project Examples
9. PSH in San Francisco
10. Letter from Department of Workforce Investment
11. Letter from Horizons Unlimited
12. Hope Respite Care Information
13. Letter from Merced Rescue Mission
14. Cost of Ignoring the problem
15. CRFUSA Information
16. Applicant's Recap of Planning Commission Meeting
17. Public Improvements Required
18. Public Forum Flyer
19. List of Attendees
20. Sample Rental Agreement
21. Planning Commission Minutes Excerpt
22. Planning Commission Resolution
23. Staff Report #16-10
24. Draft Resolution for Approval
25. Draft Ordinance
26. Developer Agreement
27. Draft Resolution for Denial





Residential  
(R-2 Zoning)

Econostudios  
Apartments

Church

SUBJECT  
SITE

Freeman & Sons  
Body Shop

99

16TH

16TH

99

99

99

608





205 East 16th Street  
Existing Site Plan

Manager's Unit

Former Pool Area

Office

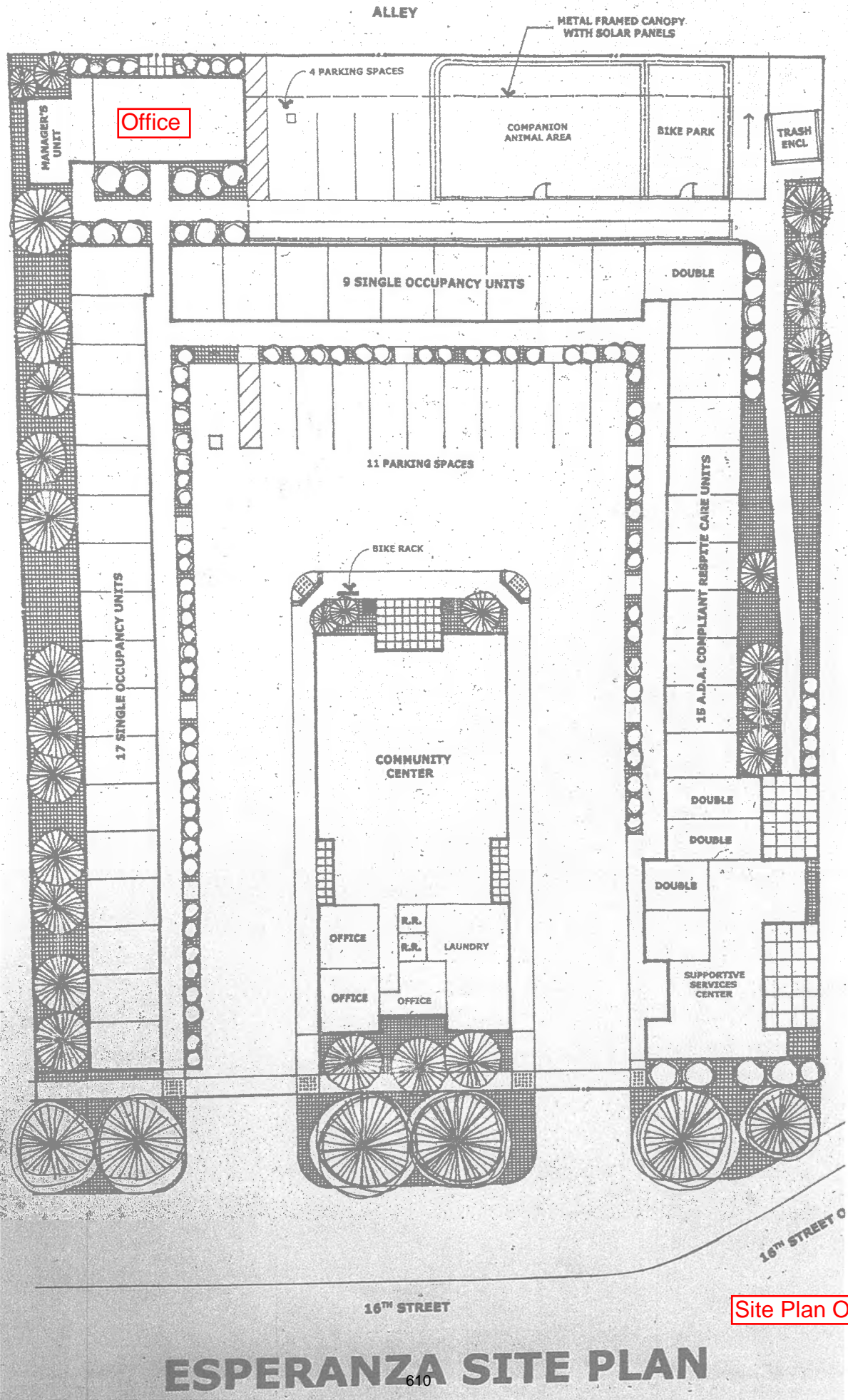
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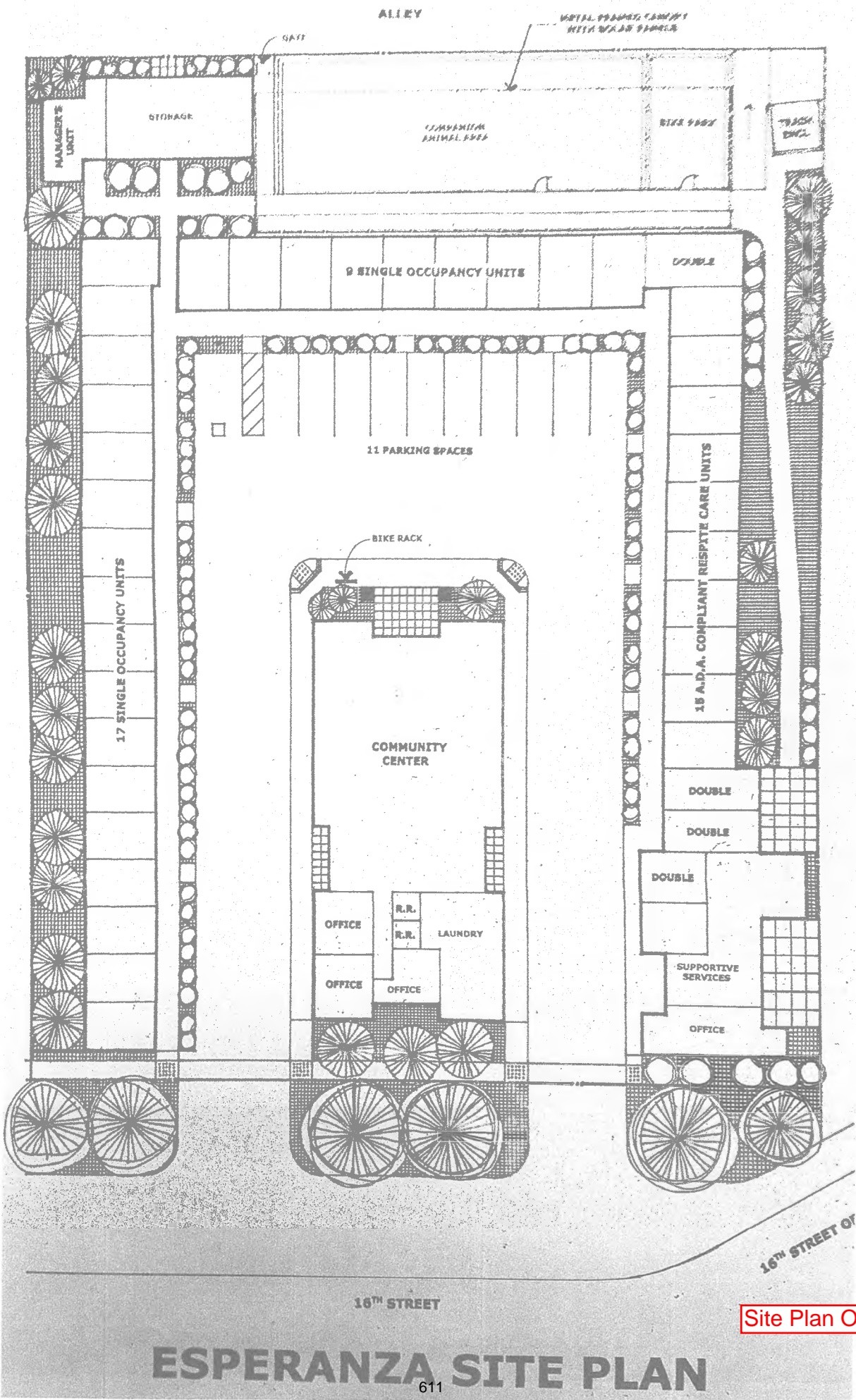
99





Site Plan Option #1

# ESPERANZA SITE PLAN







## United States Interagency Council on Homelessness

*Preventing and Ending Homelessness in the United States*

# The Housing First Checklist: A Practical Tool for Assessing Housing First in Practice

## Introduction

Housing First is a proven method of ending all types of homelessness and is the most effective approach to ending chronic homelessness. Housing First offers individuals and families experiencing homelessness immediate access to permanent affordable or supportive housing. Without clinical prerequisites like completion of a course of treatment or evidence of sobriety and with a low-threshold for entry, Housing First yields higher housing retention rates, lower returns to homelessness, and significant reductions in the use of crisis service and institutions.<sup>1</sup> Due its high degree of success, Housing First is identified as a core strategy for ending homelessness in *Opening Doors: the Federal Strategic Plan to End Homelessness* and has become widely adopted by national and community-based organizations as a best practice for solving homelessness.

Housing First permanent supportive housing models are typically designed for individuals or families who have complex service needs, who are often turned away from other affordable housing settings, and/or who are least likely to be able to proactively seek and obtain housing on their own. Housing First approaches also include rapid re-housing which provides quick access to permanent housing through interim rental assistance and supportive services on a time-limited basis. The approach has also evolved to encompass a community-level orientation to ending homelessness in which barriers to housing entry are removed and efforts are in place to prioritize the most vulnerable and high-need people for housing assistance.

As Housing First approaches become adopted more widely, the need for clarity increases around what the Housing First approach entails and how to know whether a particular housing program or community approach is truly using a Housing First approach. Robust tools and instruments are available which can quantitatively assess and measure a housing program's fidelity to Housing First, and recent research has attempted to rigorously evaluate Housing First implementation.<sup>2</sup> For quick screening, policymakers and practitioners will benefit from this practical, easy to use guide to identify and assess the implementation of the core components of the Housing First approach.

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<sup>1</sup> Lipton, F.R. et. al. (2000). "Tenure in supportive housing for homeless persons with severe mental illness," *Psychiatric Services* 51(4): 479-486. M. Larimer, D. Malone, M. Garner, et al. "Health Care and Public Service Use and Costs Before and After Provision of Housing for Chronically Homeless Persons with Severe Alcohol Problems." *Journal of the American Medical Association*, April 1, 2009, pp. 1349-1357. Massachusetts Housing and Shelter Alliance. (2007). "Home and Healthy for Good: A Statewide Pilot Housing First Program." Boston.

<sup>2</sup> Tsemberis, S. (2010). *Housing First: The Pathways model to end homelessness for people with mental illness and addiction*. Center City, MN: Hazelden. The National Center on Addiction and Substance Abuse at Columbia University. (2012). *Unlocking the door: An implementation evaluation of supportive housing for active users in New York City*. New York. <http://www.casacolumbia.org/upload/2012/20121907casahope2full.pdf>

## How to Use this Tool

This user-friendly tool is intended for use by policymakers, government officials, and practitioners alike to help make a basic assessment of whether and to what degree a particular housing program is employing a Housing First approach. The tool can be used as a checklist that can be reviewed during a site visit, program audit, or program interview, or as a guide and checklist when reviewing funding applications or reviewing a program's policies and procedures.

The tool is organized in two sections. The first section is a checklist of the core and additional elements of Housing First at the housing program or project level. The second section is a checklist of elements of Housing First at the community-level. Users of this tool should be aware that this tool assesses Housing First adoption along a spectrum, rather than as a simple *yes/no* or *pass/fail*. This tool is also not intended to serve as or supplant a more comprehensive housing and program quality assessment tool, but may supplement or be used in conjunction with such tools.

### Housing First at the Program/Project Level

#### Core Elements:

- ☐ Admission/tenant screening and selection practices promote the acceptance of applicants regardless of their sobriety or use of substances, completion of treatment, and participation in services.
- ☐ Applicants are seldom rejected on the basis of poor credit or financial history, poor or lack of rental history, minor criminal convictions, or behaviors that indicate a lack of "housing readiness."
- ☐ Housing accepts referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response system frequented by vulnerable people experiencing homelessness.
- ☐ Supportive services emphasize engagement and problem-solving over therapeutic goals. Services plans are highly tenant-driven without predetermined goals. Participation in services or program compliance is not a condition of permanent supportive housing tenancy. Rapid re-housing programs may require case management as condition of receiving rental assistance.
- ☐ Use of alcohol or drugs in and of itself (without other lease violations) is not considered a reason for eviction.

#### Additional Elements Found in Advanced Models:

- ☐ Tenant selection plan for permanent supportive housing includes a prioritization of eligible tenants based on criteria other than "first come/first serve" such as duration/chronicity of homelessness, vulnerability, or high utilization of crisis services.
- ☐ Tenants in permanent supportive housing given reasonable flexibility in paying their tenant share of rent (after subsidy) on time and offered special payment arrangements (e.g. a payment plan) for rent arrears and/or assistance with financial management (including representative payee arrangements).

#### **Quick Screen: Is permanent supportive housing Housing First?**

1. Are applicants required to have income prior to admission?
2. Are applicants required to be "clean and sober" or "treatment compliant" prior to admission?
3. Are tenants able to be evicted for not following through on their services and/or treatment plan?

*If the answer is "Yes" to any of these questions, the program is not Housing First.*

- ☐ Case managers/service coordinators are trained in and actively employ evidence-based practices for client/tenant engagement such as motivational interviewing and client-centered counseling.
- ☐ Services are informed by a harm reduction philosophy that recognizes that drug and alcohol use and addiction are a part of tenants' lives, where tenants are engaged in non-judgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices.
- ☐ Building and apartment unit may include special physical features that accommodate disabilities, reduce harm, and promote health among tenants. These may include elevators, stove-tops with automatic shut-offs, wall-mounted emergency pull-cords, ADA wheelchair compliant showers, etc.

## **Housing First at the Community Level**

- ☐ Emergency shelter, street outreach providers, and other parts of crisis response system are aligned with Housing First and recognize their roles to encompass housing advocacy and rapid connection to permanent housing. Staff in crisis response system services believes that all people experiencing homelessness are housing ready.
- ☐ Strong and direct referral linkages and relationships exist between crisis response system (emergency shelters, street outreach, etc.) and rapid re-housing and permanent supportive housing. Crisis response providers are aware and trained in how to assist people experiencing homelessness to apply for and obtain permanent housing.
- ☐ Community has a unified, streamlined, and user-friendly community-wide process for applying for rapid re-housing, permanent supportive housing and/or other housing interventions.
- ☐ Community has a coordinated assessment system for matching people experiencing homelessness to the most appropriate housing and services, and where individuals experiencing chronic homelessness and extremely high need families are matched to permanent supportive housing/Housing First.
- ☐ Community has a data-driven approach to prioritizing highest need cases for housing assistance whether through analysis of lengths of stay in Homeless Management Information Systems, vulnerability indices, or data on utilization of crisis services.
- ☐ Policymakers, funders, and providers collaboratively conduct planning and raise and align resources to increase the availability of affordable and supportive housing and to ensure that a range of affordable and supportive housing options and models are available to maximize housing choice among people experiencing homelessness.
- ☐ Policies and regulations related to permanent supportive housing, social and health services, benefit and entitlement programs, and other essential services support and do not inhibit the implementation of the Housing First approach. For instance, eligibility and screening policies for benefit and entitlement programs or housing do not require the completion of treatment or achievement of sobriety as a prerequisite.
- ☐ Every effort is made to offer a transfer to a tenant from one housing situation to another, if a tenancy is in jeopardy. Whenever possible, eviction back into homelessness is avoided.

# Fact Sheet: Housing First

## *Questions and Answers on Homelessness Policy and Research*

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Updated April 2016

### **What is Housing First?**

Housing First is a homeless assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the theory that client choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a client more successful in remaining housed and improving their life.<sup>i</sup>

### **How's Housing First different from other approaches?**

Housing First does not require people experiencing homelessness to address all of their problems including behavioral health problems, or to graduate through a series of services programs before they can access housing. Housing First does not mandate participation in services either before obtaining housing or in order to retain housing. The Housing First approach views housing as the foundation for life improvement and enables access to permanent housing without prerequisites or conditions beyond those of a typical renter. Supportive services are offered to support people with housing stability and individual well-being, but participation is not required as services have been found to be more effective when a person chooses to engage.<sup>ii</sup> Other approaches do make such requirements in order for a person to obtain and retain housing.

### **Who can be helped with Housing First?**

A Housing First approach can benefit both homeless families and individuals with any degree of service needs. The flexible and responsive nature of a Housing First approach allows it to be tailored to help anyone. As such, a Housing First approach can be applied to help end homelessness for a household who became homeless due to a temporary personal or financial crisis and has limited service needs, only needing help accessing and securing permanent housing. At the same time, Housing First has been found to be particularly effective approach to end homelessness for high need populations, such as chronically homeless individuals.<sup>iii</sup>

### **What are the elements of a program that follows a Housing First approach?**

Housing First programs often provide rental assistance that varies in duration depending on the household's needs. Consumers sign a standard lease and are able to access supports as necessary to help them do so. A variety of voluntary services may be used to promote housing stability and well-being during and following housing placement.

Two common program models follow the Housing First approach but differ in implementation. Permanent supportive housing (PSH) is targeted to individuals and families with chronic illnesses, disabilities, mental health issues, or substance use disorders who have experienced long-term or repeated homelessness. It provides long-term rental assistance and supportive services.

A second program model, rapid re-housing, is employed for a wide variety of individuals and families. It provides short-term rental assistance and services. The goals are to help people obtain housing quickly, increase self-

sufficiency, and remain housed. The [Core Components](#) of rapid re-housing—housing identification, rent and move-in assistance, and case management and services—operationalize Housing First principals.

### Does Housing First work?

There is a large and growing evidence base demonstrating that Housing First is an effective solution to homelessness. Consumers in a Housing First model access housing faster<sup>iv</sup> and are more likely to remain stably housed.<sup>v</sup> This is true for both PSH and rapid re-housing programs. PSH has a long-term housing retention rate of up to 98 percent.<sup>vi</sup> Studies have shown that rapid re-housing helps people exit homelessness quickly—in one study, an average of two months<sup>vii</sup>—and remain housed. A variety of studies have shown that between 75 percent and 91 percent of households remain housed a year after being rapidly re-housed.<sup>viii</sup>

More extensive studies have been completed on PSH finding that clients report an increase in perceived levels of autonomy, choice, and control in Housing First programs. A majority of clients are found to participate in the optional supportive services provided,<sup>ix</sup> often resulting in greater housing stability. Clients using supportive services are more likely to participate in job training programs, attend school, discontinue substance use, have fewer instances of domestic violence,<sup>x</sup> and spend fewer days hospitalized than those not participating.<sup>xi</sup>

Finally, permanent supportive housing has been found to be cost efficient. Providing access to housing generally results in cost savings for communities because housed people are less likely to use emergency services, including hospitals, jails, and emergency shelter, than those who are homeless. One study found an average cost savings on emergency services of \$31,545 per person housed in a Housing First program over the course of two years.<sup>xii</sup> Another study showed that a Housing First program could cost up to \$23,000 less per consumer per year than a shelter program.<sup>xiii</sup>

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*The National Alliance to End Homelessness's Fact Sheets answer common and frequently asked questions about homelessness policy and research. This series draws on the best expertise, data, and research available. For more information about homelessness, please visit [www.endhomelessness.org](http://www.endhomelessness.org)*

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<sup>i</sup> Tsemberis, S. & Eisenberg, R. Pathways to Housing: Supported Housing for Street-Dwelling Homeless Individuals with Psychiatric Disabilities. 2000.

<sup>ii</sup> Einbinder, S. & Tull, T. The Housing First Program for Homeless Families: Empirical Evidence of Long-term Efficacy to End and Prevent Family Homelessness. 2007.

<sup>iii</sup> Gulcur, L., Stefancic, A., Shinn, M., Tsemberis, S., & Fishcer, S. Housing, Hospitalization, and Cost Outcomes for Homeless Individuals with Psychiatric Disabilities Participating in Continuum of Care and Housing First programs. 2003.

<sup>iv</sup> Gulcur, L., Stefancic, A., Shinn, M., Tsemberis, S., & Fishcer, S. Housing, Hospitalization, and Cost Outcomes for Homeless Individuals with Psychiatric Disabilities Participating in Continuum of Care and Housing First programs. 2003.

<sup>v</sup> Tsemberis, S. & Eisenberg, R. Pathways to Housing: Supported Housing for Street-Dwelling Homeless Individuals with Psychiatric Disabilities. 2000.

<sup>vi</sup> Montgomery, A.E., Hill, L., Kane, V., & Culhane, D. Housing Chronically Homeless Veterans: Evaluating the Efficacy of a Housing First Approach to HUD-VASH. 2013.

<sup>vii</sup> U.S. Department of Housing and Urban Development. Family Options Study: Short-Term Impacts. 2015.

<sup>viii</sup> Byrne, T., Treglia, D., Culhane, D., Kuhn, J., & Kane, V. Predictors of Homelessness Among Families and Single Adults After Exit from Homelessness Prevention and Rapid Re-Housing Programs: Evidence from the Department of Veterans Affairs Supportive Services for Veterans Program. 2015.

<sup>ix</sup> Tsemberis, S., Gulcur, L., & Nakae, M. Housing First, Consumer Choice, and Harm Reduction for Homeless Individuals with a Dual Diagnosis. 2004.

<sup>x</sup> Einbinder, S. & Tull, T. The Housing First Program for Homeless Families: Empirical Evidence of Long-term Efficacy to End and Prevent Family Homelessness. 2007.

<sup>xi</sup> Gulcur, L., Stefancic, A., Shinn, M., Tsemberis, S., & Fishcer, S. Housing, Hospitalization, and Cost Outcomes for Homeless Individuals with Psychiatric Disabilities Participating in Continuum of Care and Housing First programs. 2003.

<sup>xii</sup> Perlman, J. & Parvensky, J. Denver Housing First Collaborative: Cost Benefit Analysis and Program Outcomes Report. 2006.

<sup>xiii</sup> Tsemberis, S. & Stefancic, A. Housing First for Long-Term Shelter Dwellers with Psychiatric Disabilities in a Suburban County: A Four-Year Study of Housing Access and Retention. 2007.



## **Moving On: Facilitating Tenants' Ability to Move from Permanent Supportive Housing to Other Housing Opportunities**

By the National Alliance to End Homelessness Leadership Council

### **Introduction**

Permanent supportive housing (PSH) is permanent affordable housing coupled with supportive services and is designed, by definition, to be long-term. PSH is generally the best intervention for individuals or families that have experienced chronic homelessness and are in need of long-term supports to help them stabilize in housing and to improve other outcomes, including health and income. PSH program designs range from single-site units in a controlled-access building with 24/7 staffing and intensive on-site services to scattered-site units with less frequent staff check-ins.

Occasionally, tenants who were previously homeless and who are living in PSH may eventually require less intensive services and housing supports. The identification of those who can benefit from the changes and the types of needed ongoing supports will be similar between scattered site and single-site facilities. There is often a difference, however, in how the new situation is provided to the tenant. Single-site intensive-services facilities generally involve 24/7 staffing, controlled entry, institutional kitchens, and other types of expensive and intensive facilities and engagement. As a result, the move to less intensive services and supports generally requires a move to another location, and it requires finding not only an alternative affordable or market rate housing unit coupled with less intensive, community-based services, but also the supports needed to create new community ties and/or preserve old ones. In the case of scattered-site units, adjusting to the tenant's changing needs and desires can often be accomplished by tailoring the services and housing supports to meet the tenant's reduced needs. When a scattered-site resident wants to relocate, many of the same new community-building supports will be required as are required for the single-site resident who moves.

Tenants may decide they are ready to leave the often highly-structured PSH environment for a range of reasons, including their ability to pay more for housing, a wish to be free from rules such as those limiting visitors (often adopted by PSH to protect vulnerable residents from predators), a desire to have a different type of unit, a wish to move closer to family or friends, or a hope of taking advantage of community-based wraparound services. Supportive housing can facilitate individuals' inherent expectation of continual self-improvement by creating opportunities for the tenant to choose new and different housing opportunities.

This kind of "graduation" from PSH facilities can be useful to both the tenant and the system. Through creation of new opportunities, tenants receive greater choice in where they want to live, what type of unit they live in, and how their daily activities will be structured. At the same time, tenants who no longer need the intensive and often expensive housing and supportive services offered in intensive-services site-based PSH can move into less expensive housing placements, freeing up the site-based resources for the households with highest needs, and tenants in scattered site facilities, by electing to use fewer supports, free up resources for other tenants.

Unfortunately, there is no known way of identifying in advance which tenants are the ones for whom a move to more conventional housing might eventually be appropriate. For many PSH residents, it will be appropriate for them to remain in PSH units permanently. Communities should ensure that there is no pressure on PSH residents to move if they are not ready to move or are not interested in doing so. Communities who actively work to move residents from PSH risk unintentionally putting pressure on clients to move on, whether or not they are ready. Careful assessment by both the tenant and case manager is necessary in order to ensure that both the program and client are comfortable with the decision to explore less structured and supportive options.

Transitioning residents from PSH can free up “bottlenecks” in supply and be an effective cost-saving tool for communities to consider. However, communities must be aware of the potential risks with implementing a formal program. This brief identifies some promising practices and key lessons learned from pilot programs in Chicago, IL; Seattle, WA; and New York, NY. Because these programs focus primarily on intensive-services, single-site PSH, this paper does as well. However, the principles explored below can also be applied to scattered-site housing.

## **Background**

PSH works extremely well in helping people who have experienced chronic homelessness to improve their health and retain their housing. It can also be a much more efficient and effective use of community resources, as has been demonstrated in several research studies. The intensive staffing ensures that a case manager notices if tenants encounter difficulties, and services available on site or in the community allow for easy access to treatment and assistance. It is an ideal solution for people with intensive needs for long-term housing assistance and specialized services, such as addiction or mental health services.

PSH, especially single-site intensive-services PSH, is also quite expensive. It is expensive to construct on a per-unit basis because of the large common areas, the institutional kitchens, and the amenities designed to deal with a severely disabled population. It is expensive to operate because of the high level of staffing involved in having controlled entry, organizing community activities, and providing other services. Single-site PSH often involves ancillary services such as a nurse, with the associated examination, treatment room, and staffing costs.

Once residents have stabilized their lives, some may not want or need many of the expensive supports of PSH or might be able to find equivalent supports in other ways. They may have become self-confident and self-reliant enough to not need controlled access to protect them against predators or have formed ties or be able to form ties in the broader community that will prevent them from self-isolating. Tenants may also be able to travel to a more conventional location for counseling and support services.

Particularly in the single-site situation, the diminished need for supports on the part of some residents does not necessarily translate into diminished expense of construction or operation of the facility. Unlike scattered-site PSH, where services can simply be reduced, single-site PSH remains quite expensive. Amortization of the construction costs remains constant as long as intensive staffing remains in place, since 24/7 staffing will continue for the remaining tenants and sometimes an institutional kitchen is still operating. In short, a situation can be created where an individual who could be very stable and content in private market or public housing is occupying a much more expensive slot than necessary in PSH. As a community’s supportive housing system expands, it may be more efficient for part of that expansion to “open up” a new unit of PSH by helping an existing resident who is stable to move on to more conventional housing rather than construct a new unit.

One of the most fundamental principles of PSH is that a resident has all of the rights and respect of tenants of any other leased housing, including the right not to be moved involuntarily. The question faced by systems with a substantial stock of PSH is how to empower and support residents who are able to move to other housing opportunities to do so, while respecting the principles of PSH.

Providers in several cities have worked on programs to enable appropriate PSH residents to move to more conventional housing, including Deborah’s Place in Chicago, IL; SRO Moving On in New York, NY; and DESC, Plymouth Housing Group, and Catholic Housing Services in Seattle, WA. The following is a compilation of answers to a questionnaire that was given to those programs asking about program qualification, support services, and outcomes.

### **Eligibility Criteria**

All of the programs surveyed were purely voluntary. Some of the programs found no shortage of applicants simply upon posting a notice of availability; others spent more time answering questions and addressing concerns. All of the providers looked for residents with good rental history and unit maintenance in the existing PSH, an ability to get along with neighbors, and qualification for the subsidy being used for the new housing. Several providers offered some interesting additional criteria – specifically, a lack of involvement in drug abuse or trafficking, an ability to maintain personal boundaries and keep others from taking advantage of him/her, a low level of need for daily contact with staff, and an ability to get meals or get to meal programs.

### **Barriers to Participation**

As would be expected, a key barrier was a lack of subsidy for the new housing. In this respect, the participation of local housing authorities in providing Section 8 or public housing units was critical to supporting tenant's decisions to move to more independent living. Other key barriers to graduation included inability to locate or qualify for housing and difficulty affording the cost of moving, furniture, and security deposits. Additional barriers were more intangible but no less important, including a reluctance to leave staff and friends, a perceived loss of PSH benefits such as meals, activities, and a secure environment, and a reluctance to leave a particular neighborhood or community.

### **Support Provided to Facilitate the Choice of a More Conventional Housing Situation**

The first and most important support necessary for facilitating the tenant's choice to move out of single-site intensive services PSH is a new housing opportunity. In the programs surveyed, this was provided through both subsidies and staff support in navigating the logistics of qualifying for and obtaining housing. The willingness of housing authorities to provide subsidies and units was extremely useful when available. One provider actually designated as "graduation housing" two new low-income buildings also operated by the provider. That allowed the provider to ensure a continuity of community that would not have been available with scattered-site housing. A number of the providers also supplied funding for furniture, moving costs, security deposits, and the providers who did not have that funding available identified the lack thereof as a significant missing component for success. All but one of the programs surveyed also provided ongoing support services. Significantly, these included not just continuation of services such as mental health support, but also newer and lighter case management focused on crisis intervention and on creating community-building opportunities in the resident's new housing. One provider found that inclusion of community space in the new residence was an important part of community-building for the tenant. Several providers worked to ensure that the tenant had ongoing connections with their original PSH housing community. All of these ongoing services would likely be similarly useful in the case of a scattered-site PSH resident moving to another location and fewer services.

### **Success and Replicability**

All programs reported substantial success for the residents, with housing retention in the high 80 to low 90 percent ranges, and those not staying often moving on to other long-term housing opportunities. Several providers also offered a "right of return" for those unable to adapt to the new housing, although this was seldom used. All programs reported that they were extremely pleased at having been able to free up units in their single-site intensive services PSH buildings for those in need of the intensive services available in those facilities. All expressed a desire for more subsidies and funding to allow them to continue their programs (several had to shut down when funding was exhausted), but most also felt that the total number of people in their PSH programs who could take advantage of a graduation program was limited (the percentage of existing PSH residents felt to be eligible ranged from 25 percent in one program to 5 percent in a program that focuses specifically on the most severely mentally ill individuals).

**Key Learnings**

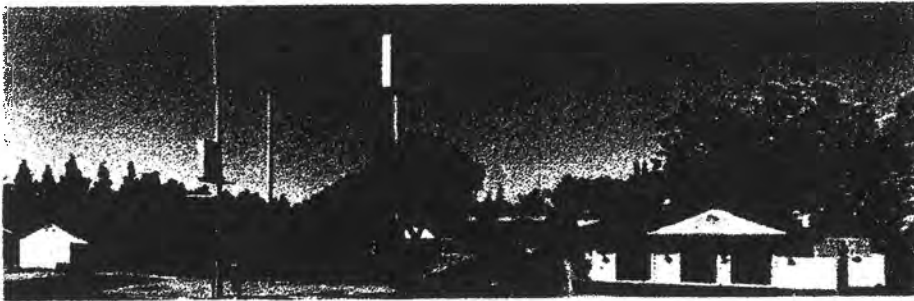
PSH will be the lifetime residence for many people with severe disabilities. In many ways, the homeless assistance system's PSH facilities are the "community-based treatment facilities" that people were promised (and never given) when government closed large institutional facilities in the 1970s and 1980s.

For others, however, the opportunity to move to other housing and service situations is a good option both for the tenant and for the system. Success of such an option depends in large part upon the system meeting the needs of the resident who is moving. It is also critical to ensure that programs understand that tenant needs are not just new housing options and financial assistance (although those are critical), but also help and support in becoming part of a new community (and often maintaining interim ties to their community of origin in the PSH), as well as a crisis intervention capability if there are transitional challenges.

As homelessness assistance systems continue to look for ways to increase availability of PSH for those in need, a community's primary focus should be on the acquisition or construction of additional facilities. However, in the context of managing the overall PSH stock, particularly the single-site, intensive services dedicated stock, an awareness of the potential contribution of graduation programs for those for whom it is appropriate (costing a fraction of new unit construction or acquisition) should be kept in mind as a potentially very useful strategy.

## **ESPERANZA PERMANENT SUPPORTIVE HOUSING**

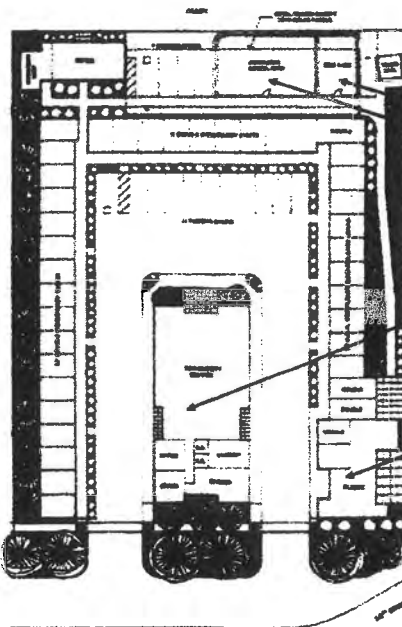
*A new development providing hope and homes for the  
community's most vulnerable population*



**Features:**

- ◆ Onsite medical clinic
- ◆ Onsite manager
- ◆ Community center
- ◆ Bicycle rideshare program
- ◆ Training classes for job and life skills
- ◆ Free bus passes for residents

Esperanza is scheduled to break ground in October 2016 and plans to open its doors September 2017



**ESPERANZA SITE PLAN**

**Esperanza is Permanent Supportive housing with:**

- ◆ Affordable rents
- ◆ 26 single occupancy furnished studio apartments
- ◆ Secure bike storage
- ◆ Animal companion area

**Community center :**

- ◆ Commercial kitchen
- ◆ Laundry room
- ◆ Large meeting area

**Onsite medical clinic provides:**

- ◆ Respite care for up to 18 patients
- ◆ Mental healthcare
- ◆ Behavioral health
- ◆ Dental care
- ◆ Various other healthcare related services

Esperanza's priorities are to provide homes with onsite healthcare to the community's most vulnerable population. The Esperanza project evolved into more when the community center was added to hold workshops and classes. By opening the community center and the medical clinic to the general public it will be a valuable community resource. The free workshops and classes will be focused on job skills and health topics.

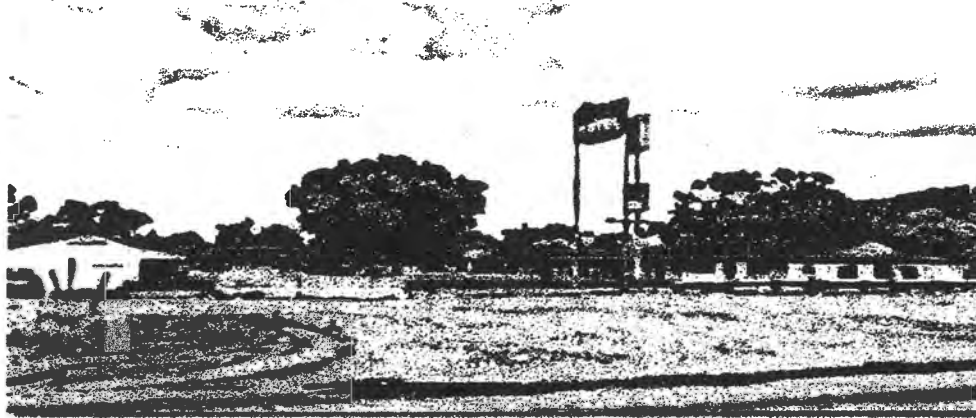


## ***Merced Community***

***Development Corporation, 1666 N Street, Merced CA 95340 (209)500-7773***

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### **SOUTH MERCED AFFORDABLE HOUSING AND RESPITE CARE, LP \$6,500,000**



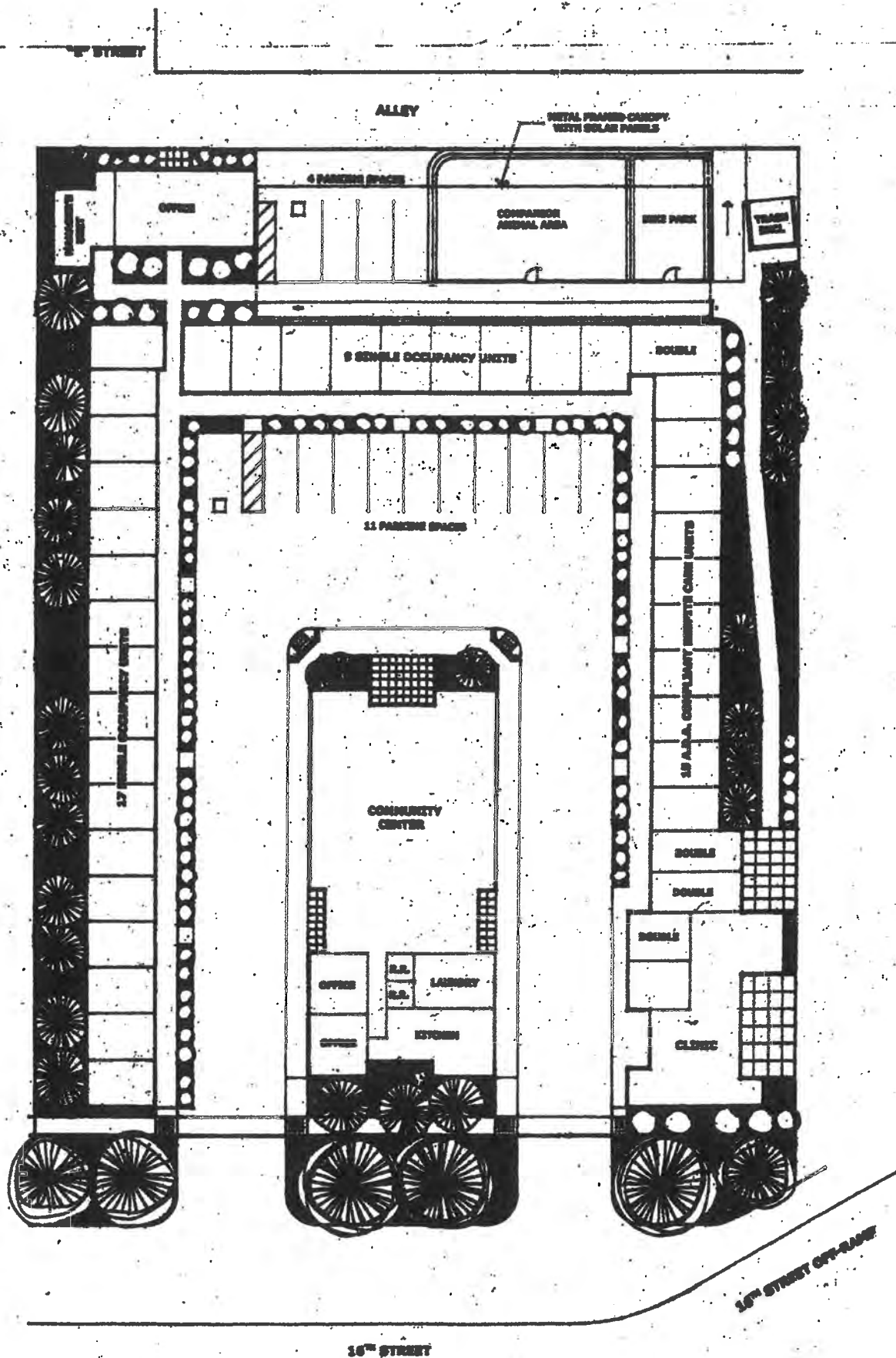
**"ESPERANZA"**

Esperanza is named after the Spanish word for "hope". Esperanza will convert an existing dilapidated 37-unit motel located at 205 E. 16<sup>th</sup> Street, Merced, into a vibrant 41-unit facility. There will be an onsite manager residence, 26 affordable studio apartments for single occupancy and 14 units of long term respite care that will be specifically renovated to meet the Americans with Disability Act standards: 10 for single occupancy and 4 for double occupancy. Including the manager, there are a total of 41 units with 45 formerly homeless residents. A medical clinic will be available onsite that is open to the public with Horizons Unlimited Healthcare offering services among others. Hope Medical Respite will provide for the daily needs of the 14 units of long term respite care. For residents requiring wheelchair transportation, a medical transport van will be available as needed. Healthcare for all of the residents will be done on site, eliminating the need for vehicle trips, and will include: a medical examination room, a mental health office and dental care, along with various other medical services.

To make this project more environmentally friendly, all residents are issued free bus passes and enrolled in the residents' bicycle rideshare program. The Community Center will have a large meeting/classroom area, laundry facilities, and two offices. Once the Community Center has opened to the public, it will feature Merced County Department of Workforce Investment with Job Skills Workshops, Hope Medical Respite with Life Skills classes and Sama School with computer job training classes.

A bus pullout to the Planada Commuter bus route will be constructed to allow buses to safely load and unload passengers. The bus pullout will be located to the right of the through lane and next to the curb near Harvest 2 Outreach Church, 161 E. 16<sup>th</sup> Street, Merced. Between Esperanza and Harvest 2 Outreach Church, 500 feet of sidewalk will be fixed and well lit. The existing stop will be improved with a shelter, bench and trash receptacle. Since the bus provides direct service to the Transportation Center, which offers connectivity to the entire bus system and other providers (Amtrak, Greyhound), and future High-Speed Rail Station, this bus pullout will service the entire community. Esperanza successfully connects the entire community to the bus transit system and city wide bike routes while at the same time Esperanza's affordable housing, medical care, job training, residents' bike share program and even a place for their animal companion's needs are meant to give "esperanza" to the homeless.

The project will utilize Federal and State funds to acquire and renovate the site. The primary source of funding will come in the form of either a grant and a loan or 4% Low Income Housing Tax Credits with bond financing and a loan. The project's sustainability will hinge on rental assistance programs and funds from healthcare providers/agencies. The project looks to break ground before October of 2016 and open its doors September 2017.



# **ESPERANZA SITE PLAN**

Summary

South Merced Affordable Housing and Respite Care  
Summary

Description	
Location	Merced, California
Developer	
Target Population	Homeless individuals
Financing	4% tax credits, bond, AHSC

Scope	
Units	44
Residential SF	17,600
Non-residential SF	2,000
Total SF	19,600

Site	
Gross Area- Acres	1.1
Gross Area- SF	47,918
Net Area- Acres	
Net Area- SF	
Parking Spaces	
Parking Spaces/Unit	0

Zoning	
Zoning- current	
Zoning- proposed	
Allowable Density	
Density Bonus	
Max. Density with Bonus	
Proposed Density	40.0

Notes	

Unit Mix	Units	Percentage
Studio	44	100%
1BD	0	0%
2BD	0	0%
3BD	0	0%
4BD	0	0%
Total	44	100%

Affordability	Units	Percentage
30% AMI	-	0%
35% AMI	44	100%
40% AMI	-	0%
45% AMI	-	0%
50% AMI	-	0%
55% AMI	-	0%
60% AMI	-	0%
Total	44	100%
Average Affordability	38% AMI	
Average Rent	\$ 453	

Net Rent Range	Low	High
Studio	\$ 285	\$ 285
1BD		
2BD		
3BD		
4BD		

Summary of Costs	Total	Per Unit	Per SF	% of TDC
Total Development Costs	\$ 6,757,556	\$ 153,581	\$ 345	
Land Costs	\$ 850,000	\$ 19,318	\$ 43	13%
Hard Costs	\$ 3,157,188	\$ 71,754	\$ 181	47%
Soft Costs	\$ 2,212,136	\$ 50,276	\$ 113	33%
Developer Fee	\$ 538,252	\$ 12,233	\$ 27	8%

Development Costs	Total	Per Unit	Per SF	% of TDC
Land & Acquisition	\$ 850,000	\$ 19,318	\$ 43	13%
Construction	\$ 3,157,188	\$ 71,754	\$ 181	47%
Local Fees	\$ 393,943	\$ 8,953	\$ 20	6%
Financing Costs	\$ 387,893	\$ 8,816	\$ 20	6%
Soft Costs	\$ 840,300	\$ 14,552	\$ 33	9%
Developer Fee	\$ 538,252	\$ 12,233	\$ 27	8%
Reserves	\$ 780,000	\$ 17,955	\$ 40	12%
Total	\$ 6,757,556	\$ 153,581	\$ 345	100%

Summary of Financing	Total	Per Unit	Per SF	% of TDC
AHSC Housing Loan	\$ 4,122,401	\$ 93,691	\$ 210	61%
AHSC HRI Grant	\$ 974,811	\$ 22,150	\$ 50	14%
LIHTC Equity	\$ 1,860,545	\$ 37,740	\$ 85	25%
GP Equity	\$ -	\$ -	\$ -	0%
Total	\$ 6,757,557	\$ 153,581	\$ 345	100%

Sources Uses

South Merced Affordable Housing and Respite Care  
Sources and Uses

Development Source	Source	Amount	Cost	Net Cost	Predevelopment	Construction	Permanent	Reserve
AHSC Housing Loan	Residual Receipts Loan	1,222,805	83,861	210.33	1,330,800	874,811	2,781,801	81.00%
AHSC Housing Related Infrastructure Grant		874,811	22,150	49.73		874,811		14.42%
Permanent Loan		1,880,545	37,740	84.72		300,000	1,580,545	0.00%
Tax Credit Equity								24.57%
Deferred Developer Fee								0.00%
Construction Loan		2,503,450	86,867	127.73		2,503,450	(2,503,450)	
<b>Total</b>		<b>6,757,557</b>	<b>153,581</b>	<b>344.77</b>	<b>1,330,800</b>	<b>3,778,061</b>	<b>1,848,898</b>	<b>100.00%</b>

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Development Costs	Source	Amount	Cost	Net Cost	Predevelopment	Construction	Permanent	Reserve
<b>Acquisition</b>		<b>850,000</b>	<b>19,318</b>	<b>43.37</b>	<b>850,000</b>			<b>450,000</b>
Property Purchase								
Land Interest-Carrying Costs								
Real Estate Taxes, Insurance								
Title and Recording								
<b>Total Acquisition</b>		<b>850,000</b>	<b>19,318</b>	<b>43.37</b>	<b>850,000</b>			<b>450,000</b>
<b>Construction</b>		<b>157,000</b>	<b>3,568</b>	<b>8.01</b>		<b>157,000</b>		<b>202,500</b>
Demolition/Environmental Remediation								
Site Work								
Off-site Improvements								
Structures								
General Requirements								
Contractor Overhead								
Contractor Profit								
Surety & Bonds								
General Liability/Builders Risk Ins.								
Hard Cost Contingency	18.0%							
<b>Total Construction</b>		<b>157,000</b>	<b>3,568</b>	<b>8.01</b>		<b>157,000</b>		<b>202,500</b>
<b>Permit &amp; Impact Fees</b>		<b>123,500</b>	<b>2,807</b>	<b>6.30</b>	<b>123,500</b>		<b>270,443</b>	<b>123,500</b>
Planning Fees								
Plan Check, Permit & Inspection Fees								
Impact Fees								
Utility Hookups								
Contingency								
<b>Total Permit &amp; Impact Fees</b>		<b>123,500</b>	<b>2,807</b>	<b>6.30</b>	<b>123,500</b>		<b>270,443</b>	<b>123,500</b>
<b>Construction Financing</b>	5% at 80% out 12 mos, 6 mos, 100% out 1.0%	<b>127,298</b>	<b>2,882</b>	<b>6.48</b>		<b>127,298</b>		<b>88,081</b>
Construction Loan Interest								
Origination Fee								
Taxes During Construction								
Legal								
Title and Recording								
Bond Insurance								
CDLAC Fees								
Lender Fees (appraisal, etc.)								
<b>Total Financing</b>		<b>127,298</b>	<b>2,882</b>	<b>6.48</b>		<b>127,298</b>		<b>88,081</b>
<b>Permanent Financing</b>	1.0%							
Loan Origination Fee								
Title & Recording								
Legal								
Cost of Insurance								
<b>Total Permanent Financing</b>								
<b>Soft Costs</b>	4.3%	<b>135,000</b>	<b>3,068</b>	<b>6.89</b>	<b>84,500</b>	<b>40,500</b>		<b>135,000</b>
Architecture								
Soils Report	0.2%							
Appraisal								
Environmental Studies								
Legal-Organization, LP								
TCAC Fees								
Permit Processing								
Marketing/Lease-up								
Furnishings								
Market Study								
Audit/Cost Certification								
Development Consultant								
Physical Needs Assessment								
Survey								
Security								
Insurance								
Soft Cost Contingency								
<b>Total Soft Costs</b>		<b>135,000</b>	<b>3,068</b>	<b>6.89</b>	<b>84,500</b>	<b>40,500</b>		<b>135,000</b>
<b>Developer Fee</b>		<b>638,252</b>	<b>12,233</b>	<b>27.48</b>			<b>638,252</b>	<b>538,252</b>
<b>Reserves</b>		<b>700,000</b>	<b>15,909</b>	<b>35.71</b>			<b>700,000</b>	
Section 5 Transition Reserve								
Operating Reserves								
<b>Total Reserves</b>		<b>700,000</b>	<b>15,909</b>	<b>35.71</b>			<b>700,000</b>	
<b>Syndication Costs</b>		<b>25,000</b>	<b>568</b>	<b>1.26</b>		<b>12,500</b>	<b>12,500</b>	
Legal								
Consultant								
<b>Total Syndication Costs</b>		<b>25,000</b>	<b>568</b>	<b>1.26</b>		<b>12,500</b>	<b>12,500</b>	
<b>Total Development Costs</b>		<b>6,757,557</b>	<b>153,581</b>	<b>344.77</b>	<b>1,330,800</b>	<b>3,778,061</b>	<b>1,848,898</b>	<b>4,436,311</b>

Tax Credit Calc

South Merced Affordable Housing and Respite Care  
Tax Credit Calculation

Credit Calculation			
Threshold Basis		\$	7,384,852
4% energy efficiency	4%	\$	7,659,446
Seismic/environmental		\$	7,659,446
5% distributive energy	5%	\$	8,042,418
Project Basis		\$	4,420,311
Eligible Basis		\$	4,420,311
Qualified Census Tract	130%	\$	5,748,404
Voluntary Basis Reduction			
Requested Eligible Basis		\$	5,748,404
Federal Tax Credit Factor	3.40%	\$	195,378
Percent Affordable	100%	\$	195,378
LP Ownership Percentage	99.99%	\$	195,358
Annual Credit		\$	195,358
Total Federal Credit	10 yrs.	\$	1,953,582
State Credit Factor Yr.1	3.48%		
State Credit Factor Yr.2	3.48%		
State Credit Factor Yr.3	3.48%		
State Credit Factor Yr.4	2.56%		
Total State Credits		\$	-
Price per Credit (State Only)	\$ 0.50	\$	-
Price per Credit (Federal Only)	\$ 0.85	\$	1,660,545
Total Credits		\$	1,660,545

2018 4% Threshold Basis Units			
Studio	\$ 167,383	44	\$ 7,384,852
One Bedroom	-	-	-
Two Bedroom	-	-	-
Three Bedroom	-	-	-
Four Bedroom	-	-	-
Manager's Unit	-	1	-
Total		45	7,384,852

Exemptions to Limits			
Prevailing wage	20%	\$	1,472,970
Parking under units	7%	\$	515,540
Day care	2%	\$	147,297
100% special needs	2%	\$	147,297
Elevator	10%	\$	738,485
Total			0

Tie-breaker Ratio: 75%

4% Maximum Developer Fee	
15% of Project Basis	
Or	
Maximum Eligible Basis	\$ 2,500,000
Or (New Construction)	
15% of Project Basis	
Or (Acq/Rehab)	
Or 15% of Construction Basis + 5% of Acq Basis	\$ 537,309

2% Minimum Developer Fee	
15% of Project Basis	\$ 663,047
Or	
Maximum Eligible Basis	\$ 2,000,000
Or (New Construction)	
15% of Project Basis	
Or (Acq/Rehab)	
Or 15% of Construction Basis	
5% of Acquisition Basis	

2018 8% Threshold Basis Units			
Studio		\$	-
One Bedroom	-	\$	-
Two Bedroom	-	\$	-
Three Bedroom	-	\$	-
Four Bedroom	-	\$	-
Manager's Unit	1		-
Total	(1)		-



**South Merced Affordable Housing and Respite Care  
Unit Mix**

Unit	% AD	% of Total Numbered Units
0	30%	0%
44	30%	100%
0	40%	0%
0	45%	0%
0	50%	0%
0	55%	0%
0	60%	0%
44	Total	100%
Average Affordability		36%
Average Rent		453

Unit	% AD	% of Total Numbered Units
44	Studio	100%
0	1 Bedroom/ 1 Bath	0%
0	2 Bedroom/2 Bath	0%
0	3 Bedroom/2 Bath	0%
0	4 Bedroom/2 Bath	0%
44	Total	100%

Market Study Data		
Market Study	Non-Product	Character
#DIV/0!	\$	
#DIV/0!	\$	
#DIV/0!	\$	
#DIV/0!	\$	
#DIV/0!	\$	

Cashflow

South Merced Affordable Housing and Respite Care  
Cashflow

Assessments	5.00%
Vacancy	10.00%
Vacancy (SN)	2.50%
Rents	3.50%
Expenses	2.00%
Property Taxes	2.50%
Support Services	5.50%
Mortgage Interest Rate	1.00%
Reserve/Respite Rate	

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>Revenues</b>															
Tenant Rents	\$ 150,548	\$ 154,310	\$ 158,187	\$ 162,122	\$ 166,175	\$ 170,329	\$ 174,587	\$ 178,932	\$ 183,268	\$ 188,011	\$ 192,712	\$ 197,529	\$ 202,468	\$ 207,529	\$ 212,716
Section 8 Subsidy	\$ 88,638	\$ 90,854	\$ 93,125	\$ 95,453	\$ 97,840	\$ 100,286	\$ 102,793	\$ 105,363	\$ 107,897	\$ 110,697	\$ 113,464	\$ 116,301	\$ 119,208	\$ 122,188	\$ 125,243
Laundry Income	\$ 5,864	\$ 7,038	\$ 7,211	\$ 7,392	\$ 7,577	\$ 7,768	\$ 7,960	\$ 8,159	\$ 8,363	\$ 8,572	\$ 8,787	\$ 9,008	\$ 9,231	\$ 9,462	\$ 9,699
Vacancy	\$ (24,505)	\$ (25,220)	\$ (25,850)	\$ (26,487)	\$ (27,150)	\$ (27,830)	\$ (28,534)	\$ (29,247)	\$ (29,978)	\$ (30,728)	\$ (31,486)	\$ (32,284)	\$ (33,081)	\$ (33,918)	\$ (34,780)
<b>Total Revenues</b>	\$ 215,445	\$ 226,978	\$ 233,904	\$ 241,110	\$ 248,432	\$ 255,943	\$ 263,600	\$ 271,428	\$ 279,497	\$ 287,882	\$ 296,589	\$ 305,533	\$ 314,816	\$ 324,462	\$ 333,885
<b>Expenses</b>															
Operating Expenses	\$ (180,400)	\$ (186,714)	\$ (193,249)	\$ (200,013)	\$ (207,013)	\$ (214,259)	\$ (221,758)	\$ (229,519)	\$ (237,552)	\$ (245,897)	\$ (254,472)	\$ (263,379)	\$ (272,597)	\$ (282,139)	\$ (292,012)
Property Taxes	\$ (5,000)	\$ (5,125)	\$ (5,253)	\$ (5,384)	\$ (5,519)	\$ (5,657)	\$ (5,798)	\$ (5,943)	\$ (6,092)	\$ (6,244)	\$ (6,400)	\$ (6,560)	\$ (6,724)	\$ (6,893)	\$ (7,065)
Support Services	\$ 300	\$ (13,200)	\$ (13,200)	\$ (13,200)	\$ (13,200)	\$ (13,200)	\$ (13,200)	\$ (13,200)	\$ (13,200)	\$ (13,200)	\$ (13,200)	\$ (13,200)	\$ (13,200)	\$ (13,200)	\$ (13,200)
Replacement Reserves	\$ (18,000)	\$ (205,035)	\$ (217,020)	\$ (231,557)	\$ (244,722)	\$ (258,110)	\$ (271,822)	\$ (285,859)	\$ (299,244)	\$ (313,011)	\$ (327,073)	\$ (341,438)	\$ (356,121)	\$ (371,250)	\$ (386,847)
<b>Total Expenses</b>	\$ (203,100)	\$ (410,174)	\$ (428,526)	\$ (449,154)	\$ (471,032)	\$ (494,226)	\$ (518,867)	\$ (544,978)	\$ (571,554)	\$ (599,612)	\$ (629,145)	\$ (659,179)	\$ (689,724)	\$ (720,812)	\$ (752,464)
<b>New Operating Income</b>	\$ 12,345	\$ 116,804	\$ 105,378	\$ 91,956	\$ 77,400	\$ 61,687	\$ 44,842	\$ 26,909	\$ 8,945	\$ (11,715)	\$ (32,556)	\$ (53,846)	\$ (75,911)	\$ (98,350)	\$ (121,579)
<b>Capital Expenditures</b>	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)
<b>Debt Service</b>	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)
<b>Debt Coverage Ratio</b>	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
<b>Cash Flow</b>	\$ 22,843	\$ 21,840	\$ 20,852	\$ 19,873	\$ 18,700	\$ 17,427	\$ 16,050	\$ 14,564	\$ 12,883	\$ 11,241	\$ 9,384	\$ 7,414	\$ 5,265	\$ 3,032	\$ 818
<b>% of Expenses</b>	-12%	-11%	-10%	-9%	-8%	-7%	-7%	-6%	-5%	-4%	-3%	-3%	-2%	-1%	0%
<b>Residual Receipts</b>															
Deferred Developer Fee	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Partnership Management Fees	\$ 3,211	\$ 2,885	\$ 2,736	\$ 2,468	\$ 2,175	\$ 1,857	\$ 1,513	\$ 1,141	\$ 741	\$ 310	\$ (132)	\$ (847)	\$ (1,178)	\$ (1,432)	\$ (2,346)
Sponsor Distributions	\$ 7,224	\$ 6,716	\$ 6,180	\$ 5,554	\$ 4,894	\$ 4,178	\$ 3,403	\$ 2,567	\$ 1,667	\$ 988	\$ (341)	\$ (1,755)	\$ (2,846)	\$ (3,920)	\$ (5,278)
<b>Residual Receipts</b>	\$ 20,435	\$ 19,601	\$ 18,922	\$ 18,032	\$ 16,970	\$ 15,630	\$ 14,064	\$ 12,202	\$ 10,408	\$ 8,528	\$ 6,327	\$ 4,106	\$ 2,078	\$ 1,596	\$ 1,308
<b>Residual Receipts</b>	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200
Contribution (Withdrawal)	\$ 132	\$ 26,797	\$ 40,387	\$ 54,133	\$ 68,007	\$ 82,019	\$ 96,171	\$ 110,465	\$ 124,901	\$ 139,482	\$ 154,208	\$ 169,083	\$ 184,106	\$ 199,279	\$ 214,604
Interest	\$ 132	\$ 26,797	\$ 40,387	\$ 54,133	\$ 68,007	\$ 82,019	\$ 96,171	\$ 110,465	\$ 124,901	\$ 139,482	\$ 154,208	\$ 169,083	\$ 184,106	\$ 199,279	\$ 214,604
<b>Balance</b>	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
Contribution (Withdrawal)	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
Interest	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
<b>Balance</b>	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
<b>Residual Receipts</b>															
Deferred Developer Fee	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Partnership Management Fees	\$ 3,211	\$ 2,885	\$ 2,736	\$ 2,468	\$ 2,175	\$ 1,857	\$ 1,513	\$ 1,141	\$ 741	\$ 310	\$ (132)	\$ (847)	\$ (1,178)	\$ (1,432)	\$ (2,346)
Sponsor Distributions	\$ 7,224	\$ 6,716	\$ 6,180	\$ 5,554	\$ 4,894	\$ 4,178	\$ 3,403	\$ 2,567	\$ 1,667	\$ 988	\$ (341)	\$ (1,755)	\$ (2,846)	\$ (3,920)	\$ (5,278)
<b>Residual Receipts</b>	\$ 20,435	\$ 19,601	\$ 18,922	\$ 18,032	\$ 16,970	\$ 15,630	\$ 14,064	\$ 12,202	\$ 10,408	\$ 8,528	\$ 6,327	\$ 4,106	\$ 2,078	\$ 1,596	\$ 1,308
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<b>Balance</b>	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
Contribution (Withdrawal)	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
Interest	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
<b>Balance</b>	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
<b>Residual Receipts</b>															
Deferred Developer Fee	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Partnership Management Fees	\$ 3,211	\$ 2,885	\$ 2,736	\$ 2,468	\$ 2,175	\$ 1,857	\$ 1,513	\$ 1,141	\$ 741	\$ 310	\$ (132)	\$ (847)	\$ (1,178)	\$ (1,432)	\$ (2,346)
Sponsor Distributions	\$ 7,224	\$ 6,716	\$ 6,180	\$ 5,554	\$ 4,894	\$ 4,178	\$ 3,403	\$ 2,567	\$ 1,667	\$ 988	\$ (341)	\$ (1,755)	\$ (2,846)	\$ (3,920)	\$ (5,278)
<b>Residual Receipts</b>	\$ 20,435	\$ 19,601	\$ 18,922	\$ 18,032	\$ 16,970	\$ 15,630	\$ 14,064	\$ 12,202	\$ 10,408	\$ 8,528	\$ 6,327	\$ 4,106	\$ 2,078	\$ 1,596	\$ 1,308
Contribution (Withdrawal)	\$ 132	\$ 26,797	\$ 40,387	\$ 54,133	\$ 68,007	\$ 82,019	\$ 96,171	\$ 110,465	\$ 124,901	\$ 139,482	\$ 154,208	\$ 169,083	\$ 184,106	\$ 199,279	\$ 214,604
Interest	\$ 132	\$ 26,797	\$ 40,387	\$ 54,133	\$ 68,007	\$ 82,019	\$ 96,171	\$ 110,465	\$ 124,901	\$ 139,482	\$ 154,208	\$ 169,083	\$ 184,106	\$ 199,279	\$ 214,604
<b>Balance</b>	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
Contribution (Withdrawal)	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
Interest	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
<b>Balance</b>	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000

LP-1

## Certificate of Limited Partnership (LP)

201607100005

To form a limited partnership in California, you can fill out this form, and submit for filing along with:

- A \$70 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form or document.

**Important!** LPs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

FILED <sup>ny</sup>Secretary of State  
State of CaliforniaMAR 07 2016 <sup>mc</sup>

This Space For Office Use Only

For questions about this form, go to [www.sos.ca.gov/business/be/filing-tips.htm](http://www.sos.ca.gov/business/be/filing-tips.htm).

## LP Name

## ① SOUTH MERCED AFFORDABLE HOUSING AND RESPITE CARE LP

Proposed LP Name

The name must end with: "Limited Partnership," "LP," or "L.P.," and may not contain "bank," "insurance," "trust," "trustee," "incorporated," "inc.," "corporation," or "corp." For general entity name requirements and restrictions, go to [www.sos.ca.gov/business/be/name-availability.htm](http://www.sos.ca.gov/business/be/name-availability.htm).

## LP Addresses

② a. 1666 N ST MERCED CA 95340  
Initial Street Address of Designated Office in CA City (no abbreviations) State Zip

b. \_\_\_\_\_  
Initial Mailing Address of LP, if different from 2a City (no abbreviations) State Zip

**Service of Process** (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your LP is sued. You may list any adult who lives in California. You may not list an LP as the agent. Do not list an address if the agent is a 1505 corporation.)

## ③ a. DANIEL R. KAZAKOS

Agent's Name

b. 1666 N ST MERCED CA 95340  
Agent's Street Address (if agent is not a corporation) City (no abbreviations) State Zip

**General Partners** (List the name and address of each general partner. Attach additional pages, if necessary.)

④ a. Merced Community Development Corporation 1666 N St. Merced CA 95340  
General Partner's Name Address City (no abbreviations) State Zip

b. \_\_\_\_\_  
General Partner's Name Address City (no abbreviations) State Zip

**Read and sign below:** This form must be signed by all of the general partners listed in Item 4. If a trust, association, attorney-in-fact, or any other person is signing, go to [www.sos.ca.gov/business/be/filing-tips.htm](http://www.sos.ca.gov/business/be/filing-tips.htm) for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this certificate. Signing this document affirms under penalty of perjury that the stated facts are true.

  
General Partner - Sign here

Daniel R. Kazakos, CEO of Merced Community Development Corporation  
Print your name here

\_\_\_\_\_  
General Partner - Sign here

\_\_\_\_\_  
Print your name here

Make check/money order payable to: Secretary of State  
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

**By Mail**  
Secretary of State  
Business Entities, P.O. Box 944225  
Sacramento, CA 94244-2250

**Drop-Off**  
Secretary of State  
1500 11th Street, 3rd Floor  
Sacramento, CA 95814

# JAMES COLES

815 ALICE LANE, CHICO, CA 95926

(530) 513-3116

[JCOLES@HOUSING-TOOLS.COM](mailto:jcoles@housing-tools.com)

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## EXPERIENCE

**Principal**, July 2012 to current  
*Housing Tools*

Founder and owner of Housing Tools, a housing consulting firm that has contracted with: the City of Chico, the Housing Authority of the County of Butte, the Housing Authority of the County of Santa Barbara, Community Housing Improvement Program, Community Action Agency of Butte County, and Sunseri Construction. Projects have included: coordinating establishment of a housing trust fund; implementation of compliance reporting systems; facilitating a tax credit limited partner buy-out; tax credit applications; strategic planning; development of a federal and state labor standards procedure; and project assessment and management.

**Housing Manager**, June 2007 to June 2012  
*City of Chico, Chico, CA*

- Directed City and RDA participation in ten different housing projects.
- Instituted a new Lease Guarantee Program with outside grant funds.
- Revamped the Tenant Based Rental Assistance Program and Mortgage Subsidy Program.
- Created a comprehensive web-based compliance monitoring system.
- Developed the City's Housing Element and Consolidated Plan, and the RDA 5-Year Implementation Plan.

Job responsibilities: budgeting redevelopment agency, HOME, and CDBG funds; program development; underwriting; negotiating and drafting loan documents; preparing and presenting reports for the general public, committees and the City Council; plan preparation; and reporting in conformance with federal/state regulations.

**Director of Development, Project Manager**, August 2000 to May 2007  
*Resources for Community Development (RCD), Berkeley, CA*

- Managed the successful development of seven different affordable housing projects serving families and various special needs populations.
- Developed Fox Courts, an 80-unit mixed-use, transit-oriented project that was an Affordable Housing Finance Reader's Choice Award Finalist and received a California Redevelopment Association Award of Excellence.
- Developed Shinsei Gardens, a 39-unit project that achieved a LEED Platinum Certification, AIA Merit Award and NAHRO Award of Excellence.
- Developed Margaret Breland Homes, consisting of 28 apartments for seniors on a tight infill property, receiving an AIA Merit Award.

Job responsibilities: site analysis and acquisition; community outreach; financial structuring; securing entitlements; coordinating the development schedule; supervising design; overseeing construction; budget management; and planning and implementing lease-up, property management and supportive services. Familiar with: tax credits; tax-exempt bonds; commercial loans; HUD; and state and local lenders.

**Research Assistant**, 1998-2000  
*Great Cities Institute (U. of Illinois-Chicago), Chicago, IL*

- Co-authored the Regional Rental Market Analysis, commissioned by the Metropolitan Planning Council of Chicago.
- Assisted the City of Highland Park in creating an affordable housing plan.

<b>EDUCATION</b>	<p><b>Master of Urban Planning and Public Policy</b>, U. of Illinois-Chicago, 2000</p> <p><b>BA, Geography</b> (Phi Beta Kappa / Cum Laude), University of Utah, 1997</p> <p>Beehive Honor Society, University of Utah, 1997</p> <p>Matheson Leadership Scholar, University of Utah, 1996</p>
<b>CERTIFICATIONS</b>	<p><b>Certified HOME Program Specialist- Regulations</b>, U.S. Department of Housing and Urban Development, August 2008</p> <p><b>Certified HOME Program Specialist- Administration</b>, U.S. Department of Housing and Urban Development, October 2008</p>
<b>VOLUNTEERING</b>	<p><b>Supervisory Committee Member</b>, 2004-2007 <i>People's Federal Credit Union, Oakland, CA</i></p> <p><b>Student Director</b>, 1996-1997 <i>Lowell Bennion Community Service Center at the University of Utah</i></p>
<b>REFERENCES</b>	<p>Sherry Morgado Housing &amp; Neighborhood Services Director City of Chico PO Box 3420 Chico, CA 95927 Phone (530) 879-6301 <a href="mailto:smorgado@ci.chico.ca.us">smorgado@ci.chico.ca.us</a></p> <p>David Burkland City Manager City of Chico PO Box 3420 Chico, CA 95927 Phone (530) 896-7200 <a href="mailto:dburkland@ci.chico.ca.us">dburkland@ci.chico.ca.us</a></p> <p>Daniel Sawislak Executive Director Resources for Community Development 2220 Oxford Street Berkeley, CA 94704 Phone (510) 841-4410, ext. 15 <a href="mailto:Dan@rcdev.org">Dan@rcdev.org</a></p> <p>Lisa Motoyama Director of Development Resources for Community Development 2220 Oxford Street Berkeley, CA 94704 Phone (510) 841-4410, ext. 29 <a href="mailto:Lmotoyama@rcdev.org">Lmotoyama@rcdev.org</a></p>



**James Coles, Founder and owner of Housing Tools -**

- Consultant to Merced Community Development Corporation
- Years of developer experience with Affordable and Permanent Supportive Housing
- Coordinator for the Butte Countywide Homeless Continuum of Care
- Directed the Creation of a 10-Year Strategy to End Homelessness for the Butte Countywide Continuum of Care
- Highly Recommended (Letters of Reference included)

Extensive Resume is also included

**Shinsei Gardens**



Architect: Erick Mikiten  
Photographer: Treve Johnson

**Units** 39

**Location** Alameda, CA

**Developer** Resources for Community Development

**Setting** redevelopment of former army base

**Financing** 4% tax credits, tax-exempt bond, MHP, HUD SHP

**Tenants** formerly homeless and disabled

LEED Platinum Certification, NAHRO Award of Excellence for Design, Green Building of America Award, Home Depot Honorable Mention

**Laurel Gardens**



Architect: JSWD Architects  
Photographer: Treve Johnson

**Units** 30

**Location** Fairfield, CA

**Developer** Resources for Community Development

**Setting** infill site

**Financing** 4% tax credits, tax-exempt bond, State HOME, MHP, HUD SHP, project-based Section 8, RDA

**Tenants** formerly homeless

**Villa Serena**



Architect: Mayers Architecture

**Units** 10

**Location** Chico, CA

**Developer** Northern Valley Catholic Social Service

**Setting** infill site adjacent to city bike path

**Financing** HUD 811, RDA, CDBG

**Tenants** disabled

residents receive supportive services from Butte County Behavioral Health

## CITY OF CHICO CONSOLIDATED PLANNING PROCESS



### 2015-2019 City of Chico Consolidated Plan

Housing Tools has completed the 2015-2019 Consolidated Plan for the City of Chico. Housing Tools has been instrumental in compiling data, reviewing potential redevelopment sites, and in securing grant funds for these projects. The Consolidated Plan is focused on improving quality of life for Chicoans as well as residents of Butte County.

### Continuum of Care Coordination

Housing Tools is the Coordinator for the Butte Countywide Homeless Continuum of Care. This is a consortium of government and nonprofit organizations in Butte County that coordinates resources to fight homelessness. The Coordinator role involves submission of the annual CoC Application to HUD, oversight of the application review and ranking, technical assistance, drafting of policies and procedures, coordination with the HMIS Lead Agency, and overall collaboration with CoC members to end homelessness in Butte County.



### 10-Year Strategy



### to End Homelessness in Butte County

### Butte CoC 10-Year Strategy to End Homelessness

Housing Tools directed the creation of a 10-Year Strategy to End Homelessness for the Butte Countywide Continuum of Care, funded by the Sierra Health Foundation. The Strategy was developed through an extensive public outreach process that involved a number of public workshops throughout the County, and close collaboration with homeless housing and service providers. The Strategy was encapsulated with a concise planning document that identifies goals, objectives and next steps for a number of creative solutions customized to the particular needs and resources of the community.

James Coles  
Debbie Vilasenor  
Tempro Board  
on behalf of:

Butte Countywide Homeless Continuum of Care  
May 2014



HOUSING AND NEIGHBORHOOD  
SERVICES DEPARTMENT

441 Main Street  
P.O. Box 3420  
Chico, CA 95927

(530) 879-6300  
Fax (530) 879-6399  
<http://www.ci.chico.ca.us>

July 2, 2012

To Whom It May Concern:

**Letter of Reference and Recommendation for James Coles**

It is with the greatest pleasure that I provide this letter of reference and recommendation for James Coles. I have had the opportunity to work with James over the last 5 years in the City of Chico's Housing & Neighborhood Services Department. I hired James for the position of Housing Specialist and was able to quickly promote him to a higher-level position of Housing Manager for the City.

In his position as Housing Manager, James was responsible for a significant area of City services in the delivery of a wide variety of housing assistance programs. This included the management of the Community Development Block Grant (CDBG), Home Investment Partnership Grant (HOME), and the former Chico Redevelopment Agency's Low-Moderate Income Housing Program. Among the duties he performed within these programs were: regulatory compliance and reporting, preparation of legal documents, procurement of professional and contract services, property negotiations, policy research and recommendations, and preparation and oversight of budgets. In particular, James analyzed and negotiated complex housing deals, including multi-million dollar development loans, as well as recommending high-level housing policy matters of significance to the community. There was not a single area of municipal housing programs that James did not touch in his job and that he did not excel in. The depth and breadth of his knowledge of complex housing issues never ceased to amaze me and he was always open to learning new things.

In working with and supervising James over these five years, I can say without hesitation that he is clearly the most outstanding employee I have ever worked with. He possesses every characteristic that an employer could want, at the highest level: knowledge, work ethic, professionalism, integrity, and creativity. He seems to have an intuitive sense for knowing exactly the right action and response to any given situation. He built many valued partnerships with other community agencies during his time with the City and every partner consistently commented on James' outstanding work and commitment, and the ease with which he works as part of a team. He is a leader and a visionary, but never at the expense of others. He has a deep care and concern for the well-being of



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others, especially the economically vulnerable in our community. His devotion to affordable housing is driven by a well-balanced sense of compassion and what makes a healthy community in every sense of the word.

It goes without saying that it was very difficult for us to lose James as an employee. He has left a void which is difficult for us to fill given his unique gifts and utmost dedication to his job.

I would be happy to discuss with you more of the specifics of James' talents, should you have any questions not answered by this letter. Without a doubt, if you are considering James, you are most fortunate that he has arrived on your doorstep. I wholeheartedly recommend him as a top-notch housing professional who will serve your organization well.

Sincerely,

A handwritten signature in cursive script that reads "Sherry Morgado".

Sherry Morgado, Director  
Housing & Neighborhood Services

[smorgado@ci.chico.ca.us](mailto:smorgado@ci.chico.ca.us)  
530-879-6301 (office)  
530-570-6704 (personal cell)



OFFICE OF THE  
CITY MANAGER

411 Main Street - 3rd Floor (530) 896-7200  
P.O. Box 3420 Fax (530) 695-4825  
Chico, CA 95927 <http://www.ci.chico.ca.us>

August 31, 2012

RE: Letter of Recommendation for James Coles

To Whom It May Concern:

It has been my pleasure to work with James Coles at the City of Chico from June 2007 through June 2012. James was initially hired as a Housing Specialist, and was promoted to Housing Manager soon thereafter. James is a dedicated employee who works well with staff, elected officials, and the general public.

Over the course of his service to the City of Chico, James directed City and Redevelopment Agency participation in a number of complex affordable housing projects. He was able to complete these projects due to his keen understanding of funding program regulations, real estate economics and the political environment. James successfully negotiated property acquisitions, orchestrated development partnerships, and presented proposals to the City Council, City Commissions and Committees and the general public. He has a deep knowledge of housing issues and the ability to convey those issues to those with little to no housing background.

James always does an excellent job developing and presenting staff reports to the City Council. His attention to detail and ability to explain complicated housing issues in a way that everyone can understand is unparalleled.

James is committed to the goal of providing housing opportunities for low income persons in our community. He has the ability to work with a variety of agencies and funding sources to develop quality and much needed affordable housing projects. I highly recommend James Coles as a resource for all aspects of housing project and policy development.

Sincerely,

David Burkland  
City Manager



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# PORTFOLIO

## Fox Courts



Architect: Pyatok  
Photographer: Treve Johnson

<b>Units</b>	80
<b>Location</b>	Oakland, CA
<b>Developer</b>	Resources for Community Development
<b>Setting</b>	adjacent to BART station, restored Fox Theater
<b>Financing</b>	4% tax credits, tax-exempt bond, MHP, RDA, project-based Section 8
<b>Tenants</b>	families, foster care graduates

Affordable Housing Finance Readers' Choice Finalist,  
CRA Award of Excellence, Golden Nugget Award,  
Green Point Rated

## Shinsei Gardens



Architect: Erick Mikiten  
Photographer: Treve

<b>Units</b>	39
<b>Location</b>	Alameda, CA
<b>Developer</b>	Resources for Community Development
<b>Setting</b>	redevelopment of former army base
<b>Financing</b>	4% tax credits, tax-exempt bond,

Johnson

MHP, HUD SHP

**Tenants** formerly homeless and disabled

LEED Platinum Certification, NAHRO Award of Excellence for Design, Green Building of America Award, Home Depot Honorable Mention

## Margaret Breland Homes



Architect: Anne Phillips Architecture

**Units** 28

**Location** Berkeley, CA

**Developer** Resources for Community Development

**Setting** tight, infill urban site

**Financing** HUD Section 202, RDA, HOME

**Tenants** seniors

AIA Merit Award, Gold Nugget Award-Best Affordable Project

## Laurel Gardens



**Units** 30

**Location** Fairfield, CA

**Developer** Resources for Community Development

Architect: JSWD  
Architects  
Photographer: Treve  
Johnson

<b>Setting</b>	infill site
<b>Financing</b>	4% tax credits, tax-exempt bond, State HOME, MHP, HUD SHP, project-based Section 8, RDA
<b>Tenants</b>	formerly homeless
League of California Cities Helen Putnam Award for Excellence	

## Stanley Avenue Apartments



Architect: Pyatok  
Photographer: Treve  
Johnson

<b>Units</b>	24
<b>Location</b>	Oakland, CA
<b>Developer</b>	Resources for Community Development
<b>Setting</b>	urban infill site
<b>Financing</b>	4% tax credits, tax-exempt bond, MHP, CalHFA, RDA , HOME
<b>Tenants</b>	families

Involved UST mitigation on former gas station site

## The Ambassador

<b>Units</b>	69
--------------	----



Architect: Kava  
Massih

<b>Location</b>	Emeryville, CA
<b>Developer</b>	Resources for Community Development
<b>Setting</b>	redevelopment of urban infill site
<b>Financing</b>	4% tax credits, tax-exempt bond, MHP, CalHFA, RDA , HOME
<b>Tenants</b>	families

Replacement of older buildings and billboard with podium parking and inner courtyard

## Eastmont Court



Photographer: Treve  
Johnson

<b>Units</b>	19
<b>Location</b>	Oakland, CA
<b>Developer</b>	Resources for Community Development
<b>Setting</b>	urban infill site
<b>Financing</b>	HUD 811, RDA
<b>Tenants</b>	disabled individuals

## Parkside Terrace



Architects: John  
Anderson & AHDC  
Photographer:  
Thomas Del Brase

<b>Units</b>	90
<b>Location</b>	Chico, CA
<b>Developer</b>	Central California Housing Corporation
<b>Setting</b>	first development within a master planned new urbanist community
<b>Financing</b>	tax-exempt bonds, 4% tax credits, RDA
<b>Tenants</b>	families
Included new street and utility infrastructure, and a new park	

## Bidwell Park Apartments



Architect: Rodriguez  
and Associates  
Photographer:  
Thomas Del Brase

<b>Units</b>	38
<b>Location</b>	Chico, CA
<b>Developer</b>	Pacific West Corporation and Stone Building Corporation
<b>Setting</b>	redevelopment of a former mobile home park
<b>Financing</b>	9% tax credits, RDA
<b>Tenants</b>	families
Involved relocation, replacement housing plan and re-zone	



## Harvest Park Apartments



Architect: Mogavero  
Notestine Assoc.

<b>Units</b>	90
<b>Location</b>	Chico, CA
<b>Developer</b>	Central California Housing Corporation
<b>Setting</b>	infill site on commercial corridor
<b>Financing</b>	4% tax credits, tax-exempt bond, RDA
<b>Tenants</b>	families
required new subdivision map, street and traffic light	

## North Point Apartments



Architect: Douglas  
Gibson

<b>Units</b>	50
<b>Location</b>	Chico, CA
<b>Developer</b>	Community Action Agency of Butte County
<b>Setting</b>	infill site on commercial corridor adjacent to a school and a park
<b>Financing</b>	4% tax credits, tax-exempt bond, RDA, HOME
<b>Tenants</b>	families

new pedestrian connections between the school and park

## Catalyst HAVEN Shelter

No photo-confidential to protect residents' safety.

<b>Units</b>	28
<b>Location</b>	Chico, CA
<b>Developer</b>	Catalyst Domestic Violence Services
<b>Setting</b>	older residential neighborhood
<b>Financing</b>	State Emergency Housing Assistance Program, RDA, CDBG
<b>Tenants</b>	victims of domestic violence

includes community kitchen and dining room, conference room, offices, playgrounds and community garden

## Villa Serena



Architect: Mayers Architecture

<b>Units</b>	10
<b>Location</b>	Chico, CA
<b>Developer</b>	Northern Valley Catholic Social Service
<b>Setting</b>	infill site adjacent to city bike path
<b>Financing</b>	HUD 811, RDA, CDBG

**Tenants** disabled

residents receive supportive services from Butte County Behavioral Health

## Habitat Greens



**Units** 8

**Location** Chico, CA

**Developer** Habitat for Humanity of Butte County

**Setting** infill subdivision within older neighborhood

**Financing** RDA, HOME, Federal Home Loan Bank, PG&E

**Tenants** first-time home buyers

features rear alley parking, solar panels and a pocket park; home buyers contributed sweat equity

## Manzanita Point



**Units** 6

**Location** Chico, CA

**Developer** Community Housing Improvement

## Program

**Setting** infill subdivision in newer neighborhood

**Financing** HOME

**Tenants** first-time home buyers

features solar panels; home buyers contributed sweat equity

Mercury Housing is the developer of Boulevard Court formerly a Budget Inn of Sacramento, CA -

Stephan Daues with Mercury Housing says, "In general, I do believe the approach of getting people housed in a permanent, independent environment, coupled with intensive support services, will be the most likely path to end the cycle of homelessness," Daues said. "It is one model of housing that I think every community should provide to give folks an opportunity to be successful."

## MOTELS & HOTELS CONVERTED TO PERMANENT SUPPORTIVE HOUSING

Motel/Hotel Location	Hotel/Motel Rooms	Blighted Eyesore Property	PSH Units	PSH	Formerly Homeless Tenants	Affordable Housing	Community Center	Total Cost & Cost per unit
Proposed Esperanza Project 205 E. 16th Street Merced, California	37	✓	41	✓	✓	✓	✓	Projected \$6.5 million \$144,444 per
Hotel Berry Sacramento, California	55	✓	104	✓	✓	✓	-	\$26 million \$250,000 per
Alameda Islander Alameda, California	69	✓	62	✓	✓	✓	-	\$18 million \$290,322 per
Luna Lodge Albuquerque, New Mexico	28	✓	30	✓	✓	✓	✓	\$4.8 million \$160,000 per
Sundowner Albuquerque, New Mexico	110	✓	71	✓	✓	✓	✓	\$9 million \$126,760 per
Boulevard Court Sacramento, California	101	✓	77	✓	✓	✓	-	\$12 million \$155,844 per




Considering the table above comparing the proposed Esperanza project to 5 similarly blighted and eyesore motel/hotels, only 2 of them increased their housing and 3 decreased their housing during renovation. All of them recognize a need for Permanent Supportive Housing that is affordable for the homeless population. Only 2 understood the need for a community center and made it a part of the renovations. Esperanza will have a Supportive Service Center for onsite services. The total costs ranged from \$4.8 million to 26 million and the per unit costs ranged from \$126,760 to \$290,322. Comparing Esperanza's projected total costs and per unit costs, Luna Lodge had a lower total cost, the rest were higher and Sundowner had a lower cost per unit and the remaining were higher.



***“Criminally punishing people for engaging in basic survival activity simply doesn’t work. ... In the end, only housing solves homelessness.***

Philip Mangano

## Permanent Supportive Housing with successful outcomes

Permanent Supportive Housing Projects In San Francisco	Folsom Dore Apartments 	Mosaica Family and Senior Apartments 	Polk Street Senior Housing 
Details	<ul style="list-style-type: none"> <li>98-unit mixed-income building</li> <li>permanent supportive housing for formerly and chronically homeless individuals and families.</li> </ul>	<ul style="list-style-type: none"> <li>117 units</li> <li>permanent, supportive housing complex</li> </ul>	<ul style="list-style-type: none"> <li>Seniors 55+</li> <li>50 units for formerly homeless seniors</li> <li>59 units at 38% AMI</li> </ul>
Programs Provided	<ul style="list-style-type: none"> <li>onsite supportive services</li> <li>help them find necessary medical</li> <li>mental health</li> <li>substance abuse</li> <li>financial resources</li> <li>Counseling</li> <li>crisis intervention</li> <li>And conflict management</li> </ul>	<ul style="list-style-type: none"> <li>Case managers</li> <li>individual counseling</li> <li>referrals to outside community service providers</li> <li>childcare</li> <li>rental assistance</li> <li>vocational services</li> <li>senior day programs</li> <li>property management including rent payment plans</li> <li>maintenance requests</li> <li>accommodations for health and safety needs</li> <li>and translation services</li> </ul>	<ul style="list-style-type: none"> <li>Case management services</li> <li>Onsite registered nurse</li> <li>In-home support services</li> <li>Meals on Wheels</li> <li>Paratransit</li> <li>Adult day health</li> <li>referrals to medical, mental health, substance use, legal advocacy, and vocational training programs as needed</li> </ul>
2013 Program Outcomes	<p>100% of the residents have maintained financial stability</p> <p>98% of residents have retained their housing for over four years</p> <p>82% of residents actively engage in voluntary support services</p>	<p>99% of residents maintained their housing for at least one year.</p> <p>100% of residents maintained or improved their independence.</p> <p>95% of residents have engaged in community building and educational activities.</p>	<p>100% of residents maintained their housing.</p> <p>100% of residents maintained or improved their independence.</p> <p>89% of the residents participating in services increased their utilization of medical and other rehabilitative services.</p>

**We can compassionately end the cycle of homelessness in our community by working together with mercy**



DEPARTMENT OF  
WORKFORCE INVESTMENT

Robert A. Morris  
Director

Shermaene Roemhildt  
Deputy Director

1880 Wardrobe Avenue  
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(209) 724-2000  
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[www.co.merced.ca.us/index.asp?NID=92](http://www.co.merced.ca.us/index.asp?NID=92)

March 11, 2016

Equal Opportunity Employer

To Whom It May Concern:

Re: South Merced Affordable Housing Project

Merced County Workforce Investment is here to serve the businesses and residents of the community by providing training, workshops, job search and many other career services.

Merced County is a high poverty and high unemployment area. It also has a good sized homeless population. It is in need of affordable housing and shelter for the many affected residents of the community.

Workforce Investment would provide services to any such facility as appropriate including orientations, informational seminars, and possible on-site workshops to the residents as appropriate. In addition, our two job centers, located in Merced and Los Banos, are available to the public Monday thru Friday from 8 AM to 5 PM for assistance with obtaining necessary education and training as needed for employment.

Sincerely,



Shermaene Roemhildt  
Deputy Director

STRIVING FOR EXCELLENCE



From: Sandy Haar  
Horizons Unlimited Healthcare  
To: Merced Community Development Group  
Date: March 4<sup>th</sup>, 2016

We will work cooperatively with the Merced Rescue Mission & Merced Community Development Group to provide clinical services to those who are consumers of the joint HOPE Medical Respite / Permanent Supportive Housing Project.

We will be responsible for the following:

- 1) Establish and maintain treatment plans for consumers of the project including but not limited to:
  - a) Behavioral health
  - b) Pain management
  - c) Detox services
  - d) Hep C treatment
  - e) Acupuncture
  - f) Chiropractic
  - g) Family medicine
  - h) Urgent care
  - i) Dental
- 2) Delivery of treatment services will be provided on site or through telemedicine along the following minimum equivalents:
  - a) 1/10 FTE MD
  - b) ¼ FTE RN or equivalent.
  - c) ¼ FTE LCSW or equivalent.
- 3) The frequency of treatment shall occur as needed but not less than 1 day a week on site within the exam suite of offices.

Information sharing will comply with CFR 42 and 45 guidelines.

Sincerely,

Sandy Haar, CEO  
Horizons Unlimited Healthcare



# HOPE Medical Respite Care

IMPROVING CARE AND REDUCING COSTS



SOURCE: Kertesz et al. (2009).  
Post-Hospital Medical Respite Care and  
Hospital Readmission of Homeless Persons.  
J Prev Interv Community, 37(2), 129-142

Research indicates that homeless patients discharged to a medical respite program experience **50 percent fewer hospital inpatient days** over the period of 90 days following discharge compared to control groups.<sup>1</sup>



**99% REDUCTION OF INPATIENT DAYS** The HOPE Medical Respite Care Intervention pilot for 2015 resulted in a 99% reduction of client inpatient days over the period of 9 months following the intervention compared to 9 months previous to the intervention.



**73% REDUCTION IN EMERGENCY DEPARTMENT UTILIZATION** The HOPE Medical Respite Care Intervention pilot for 2015 resulted in a 73% reduction of emergency department utilization for clients over the period of 9 months following the intervention compared to 9 months previous.



**333 AVOIDED INPATIENT DAYS** The HOPE Medical Respite Care Intervention pilot for 2015 resulted in 333 avoided client inpatient days by discharge to Respite.



**\$2,200 <sup>2</sup> COST SAVINGS** by avoiding 1 visit to the emergency room.

**\$11,000 <sup>2</sup> COST SAVINGS** by avoiding 1 day in the hospital.

## What is medical respite care?

Medical respite care is acute and post acute medical care for homeless persons who are too ill or frail to recover from a physical illness or injury on the streets, but who are not ill enough to be in a hospital.

Unlike "respite" for caregivers, "medical respite" is short-term residential care that allows homeless individuals the opportunity to rest in a safe environment while accessing medical care and other supportive services.

## Medical respite care reduces hospital readmissions and costs.

Research shows that homeless patients who participate in medical respite programs are 50 percent less likely to be readmitted to a hospital at three months and twelve months post-hospital discharge. Avoiding costly discharge delays generates significant savings for hospitals and communities.

[WWW.MERCEDRESCUEMISSION.ORG](http://WWW.MERCEDRESCUEMISSION.ORG)

**HOPE Medical Respite Care**  
1921 Canal Street | Merced, CA  
(209)233-9372

<sup>1</sup>California Office of Statewide Health Planning and Development. (2015).  
Inpatient Summary Reports. Retrieved from <http://gis.oshpd.ca.gov/atlas/topics/use/inpatient>

RECEIVED AT Planning  
Commission MEETING  
OF 5-4-2016  
(DATE)



## HOPE Medical Respite Care Report | 2015



*Saving lives -  
saving dollars...*

Prepared By:  
Jason West MPH Candidate  
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MERCED COUNTY RESCUE MISSION  
HOPE MEDICAL RESPITE  
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MCRM.HOPERC@GMAIL.COM  
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## ACKNOWLEDGEMENTS

### REMEMBRANCE OF

**OUR MISSION:** Providing hope and serving homeless and needy people in Merced County.

In memory of those who have received care at HOPE Medical Respite Care. The Merced County Rescue Mission would like to remember those who have passed and we strengthen our resolve to work for a world where no life is lived or lost in homelessness. We state clearly, together with others in scores of communities across our nation, that no person should die for lack of housing.

### A SPECIAL THANKS

**Camden Coalition of Health Care Providers:** Dr. Jeffrey Brenner & Sarah Hogan, for inspiring the design of this program.

**Dignity Health Community Grant:** \$75,000.

**Gateway Community Church:** \$4,500

### Pilot Program Partners

**Mercy Medical Center:** Janice Wilkerson, Mission Integration Director

**Mercy Medical Center:** Robert Aguayo, RN, Care Coordination Director

**Mercy Medical Center:** Brigid Ferarri, Social Work Department

**Horizons Unlimited Healthcare:** Sandy Haar, CEO

**Horizons Unlimited Healthcare:** Bryan Blew

**Horizons Unlimited Healthcare:** Abel Guerra

### Other Community Partners

**Central California Alliance for Health:** Jennifer Mockus, RN, Regional Operations Director

**Golden Valley Health Clinic:** Dr Sandoval, MD

**San Joaquin Health Plan:** Juan Villa, MSW

**Merced County Department of Mental Health:** Rochelle Garcia, LMFT

**Merced County Department of Public Health:** Marianne Byangone, RN, Director of Nursing

**Merced County Department of Health & Human Services:** Adult Protective Services, Area Agency on Aging

**Merced City and County Continuum of Care:** Health Committee

**Day Out Adult Day Health Care:** Kris Kristy, CEO

**Riggs Ambulance Service**

**Doctors Hospital**

**Turning Point Community Programs**

**Stanislaus County Department of Behavioral Health**

**Care One Home Healthcare**

**Dignity Home Healthcare**

**Family Medicine Education Consortium (FMEC)**

**Humboldt Independent Practitioners Association (HIPA)**

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## [ WHAT WOULD YOU DO? ]

You're a hospital social worker responsible for discharge planning. Your patient just had surgery for cancer, resulting in a large incision held together with staples. He has been instructed to rest and told how to care for the incision. The hospital protocol says he's ready to go home, but he has no home to go to. The local shelters are closed during the day, so he says he'll just stay on his normal park bench every day until the shelters open. It's winter and the daily temperatures are below freezing. What do you do?

Imagine a person who is homeless with a fractured leg and who also suffers from a chronic disease such as diabetes. This person leaves the emergency shelter early in the morning and wanders the streets all day with no place to rest, take medication or bathe. He struggles to find a meal, a bathroom, and a place to sit. Exhausted, weak and believing he has no other option, he seeks the nearest emergency room for support. Once discharged from the emergency room or after an inpatient stay at the hospital, he is back on the streets where his health is again put at risk. What do you do?

You're a physician in a Health Care for the Homeless clinic. You have just diagnosed a patient with severe frostbite. He is a 49-year-old Vietnam vet who has been living in a tent by the river for over a year. He has severe post-traumatic stress syndrome and refuses to stay in shelters because he says he's not treated with respect. He is unable to walk and needs a safe, warm place to stay day and night or he will lose his feet. What would you do?

### MESSAGE FROM KEY LEADERSHIP

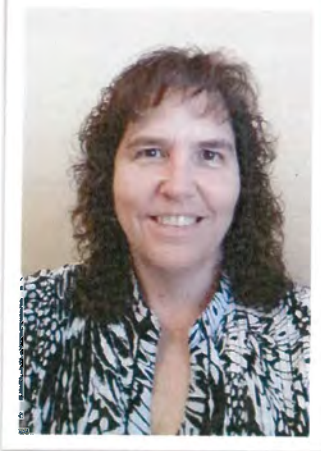
A man, whose foot was amputated upon his release from the hospital, came to the Merced County Rescue Mission for food and shelter. During the night, as he struggled to get to the restroom, his other leg (a prosthesis) fell off. Over the next two days the Rescue Mission tried to provide care but due to infection he was re-admitted to the hospital. Recognizing the great need for medical respite care and care management for the homeless, the Merced County Rescue Mission, in January of 2015, opened HOPE Medical Respite Care to meet this need. Through a generous grant from Dignity Health and through collaboration with Mercy Medical Center and Horizons Unlimited Healthcare we have helped this venture to surpass expectations in providing care, reducing after care and helping clients navigate health, behavioral health, and social service systems, including housing. In addition to achieving our goal of helping homeless and housing unstable clients, this program has also proved itself a tremendous economic benefit to the community.



Dr. Bruce Metcalf, Executive Director

*Dr. Bruce Metcalf, Executive Director*

At Hope Medical Respite Care, we care for those who in some ways have stopped caring for themselves. We remind the homeless and housing unstable people that we serve that they have value, they are God's children and they deserve to be treated with respect. We stand in the gap created by past behaviors and provide care and connections to resources including housing, transportation and medical needs. Through our efforts we strive to provide our clients with dignity and a comfortable home environment where they can recover and regain their health rather than trying to survive on the street. We want those we serve to know that they are cared for and that their life matters.



Lisa Hansen, HOPE Administrator

*Lisa Hansen, Administrator*

## DEFINITIONS

- ACE** – Adverse Childhood Experience
- ADA Trans** – **Americans with Disability Act Transportation** - Transportation options for those that depend on assistive devices for ambulation or have cognitive impairments.
- Camp** – Homeless Encampment
- CBCM** – Community Based Case Management – A service provision that delivers periodic services to consumers wherever they may reside.
- CH - Chronically Homeless** – Defined by the Housing and Urban Development Agency of the federal government, includes those individuals that accumulate 12 months of continuous or segmented homelessness and also have a verifiable disability (HUD, 2015).
- COD** – Co-Occurring Disorder
- COPD** – Chronic Obstructive Pulmonary Disease
- COSHPD** – California Office of Statewide Health Planning and Development
- CPCQ** – **Client Perceptions of Coordination Questionnaire** – A survey used to measure the consumer's perceptions of the quality of the relationship they have with their providers (CCHP, 2015).
- Doctor Inp** – **Doctors Hospital Inpatient** – Doctors Hospital is a hospital owned and operated by Tenet Healthcare located in Modesto California.
- ED** – Emergency Department
- EHD** – **Expedited Hospital Discharge** – Early hospital discharge.
- Emmanuel Inp** – **Emmanuel Hospital Inpatient** - Emmanuel Hospital is a hospital owned and operated by Tenet Healthcare located in Turlock California.
- ER** – Emergency Room
- ESRD** – End Stage Renal Disease
- FQHC** – Federally Qualified Health Center
- HAI** – **Housing Acuity Index** – A consumer scoring and needs identification system used as a relative consumer ranking system and used through re-administration to track progress in case management and delivery of services.
- HAPaER** – Hospital Admission Prevention and Early Referral
- HAPPreA** – Hospital Admission for Procedure Pre-Agreement
- HH- Home Health** – Skilled nursing service provided by a health agency and delivered in the patient's home.
- High Utilizer** – An individual that has frequented any hospital emergency department for billable service 4 or more times within a six-month period. Additionally, an individual that has been admitted as a patient for any length of stay 2 or more times within a six-month period.
- HIV** – Human Immunodeficiency Virus
- IHSS** – **In Home Support Services** – A non-medical service delivering basic needs such as cooking and cleaning in the patient's home.
- Inp** – **Inpatient** - For example, hospital inpatients are admittance to hospitals for stays longer than 24 hours but not including those stays before hospital admission that occurred in the emergency department.
- ISP** – **Individual Service Plan** – The joint provider/consumer service plan that defines goals and progress to those goals. As well, it serves as the primary document for recording service coordination and communication across sectors and service providers.
- IV** – Intravenous
- LB** – Los Banos
- Meds** – Medications
- Memorial Inp** – **Memorial Hospital Inpatient** – Memorial Hospital is a Sutter Healthcare hospital located in the City of Los Banos, Merced County, California.
- MH** – Mental Health



- Navigation & Accompaniment** – A service provision providing high touch intensive case management involving, for example, accompaniment to clinical appointments and navigation help in completing forms.
- NIDA – National Institute on Drug Abuse** – A quick screen used to identify substance use in consumers. For the purposes of the HOPE Medical Respite Pilot, a novel quick adapted scoring system was implemented with the first page of the assessment only (NIH, 2011)
- PCP** – Primary Care Provider
- Ph Rehab** – Physical Rehabilitation
- PHQ-4 – Public Health Questionnaire 4** – A four-question assessment used to quickly identify anxiety and depression in consumers (Pfizer, 1999)
- PICC Line** – An intravenous medical device that allows patients to discharge to self-care and use IV antibiotic medication.
- Pre-Post** – Pre-intervention time period – post-intervention time period.
- PSH – Permanent Supportive Housing** – A living accommodation subsidized by specialized HUD programs that include supportive service.
- R&B – Room and Board** – A single resident occupancy arrangement in a multi-household dwelling.
- RePHRD** – Referral for Post-Hospitalization Rehabilitation Decision
- SAMHSA** – Substance Abuse and Mental Health Services Agency
- SBQ-R – Suicide Behaviors Questionnaire Revised** – A quick screen to identify suicidal ideation in consumers, may also be an indication of depressive disorders (Osman et al., 1999)
- SCT – Service Coordination Tool** – The needs identification tool and evaluation that guides development of the Individual Service Plan.
- SCT-G – Service Coordination Tool General** – The score generated by measurement with the Service Coordination Tool intake packet, adaptation of cited source materials (CCHP, 2015).
- Service Coordination Framework** – A system of inter-organizational communication that fosters cross sector collaboration.
- Shelter** – Emergency Shelter
- SNF** – Skilled Nursing Facility
- SOAR – SSI/SSDI Outreach Access and Recovery** – A service that delivers brokered benefit acquirement through a specialized program of outreach and engagement.
- Specialist** – Includes specialist MD services such as podiatry. Also includes dialysis services.
- SSI/SSDI** – Social Security Income/Social Security Disability Insurance
- SUD** – Substance Use Disorder
- TB** – Tuberculosis
- TP – Turning Point** – A social rehabilitation agency operating in Merced and Stanislaus counties as a Department of Mental Health Full Service Partner.
- Trans** – Transportation
- Tri-Morbid** – A combination of health conditions described by simultaneous substance abuse, mental health, and physical conditions diagnoses.
- VI-SPDAT – Vulnerability Index Service Prioritization Decision Assistance Tool** – A document published by OrgCode (2016) that allows providers to score consumers based on vulnerabilities relative to one another in order to provide service to those that score the highest. May also be used to understand service efficiency as consumers may score lower over re-administration over time (OrgCode, 2016).

## BACKGROUND

### INTRODUCTION

For those not experiencing homelessness or housing instability an inpatient stay at the hospital is usually followed by a period of convalescence at home for further recuperation. For those that are housing unstable or homeless, the return trip from the hospital lands them on the street or in a shelter. Shelters are typically night only operations, meaning either option for homeless patients translates into convalescence on the street. This prospect is unimaginable to most but all too real for the homeless. Because of this, homeless individuals may not recover and are not able to provide adequate self-care. The result is another trip to the emergency department, an inpatient stay, and perhaps another surgical procedure.

Hospital administrators and discharge professionals face a mounting health crisis. Often faced with operating over capacity and with limited resources, discharge planners encounter very few remedies for appropriate discharge options for homeless patients. It is because of system overcapacity, options such as: rehabilitation, board and care, room and board, long-term nursing, and assisted living are often not available for expedited discharge planning. As a result, care coordinators are faced with ethical dilemmas by dumping patients on skid row. This scenario contributes to increased hospital costs due to poor health outcomes and subsequent readmission. In turn, this affects the public as a whole, as these increased costs are reflected in exorbitant service pricing and excessive insurance premiums.

One potential innovation addressing this problem is medical respite for those experiencing housing instability and homelessness. Medical respite provides discharge planners with options for some of the most vulnerable in our society. Though relatively rare, medical respite provides safe 24/7 shelter and basic necessities for individuals after discharge including navigation, accompaniment, transportation, nursing and care planning, social work and peer support.

The target population consists primarily of patients identified by hospitals as homeless or housing unstable and in need of short-term recuperation or respite.

Included within the housing unstable population needing short-term recuperation service is another sub-group referred to as “high utilizers”. High utilizers are those individuals that have utilized the emergency department four or more times or have had an inpatient stay two or more times within a recent six-month period (Mercer et al, 2015). It is this sub-population of homeless high utilizers, which is the main target population that is the focus of medical respite. This focus is incentivized by the high cost of providing hospital based services and treatments. The health of this target population does not respond to conventional treatment modalities, which classifies these patients as high utilizers and is also the cause of ineffective hospital based revolving door medicine.

### HEALTH ISSUES FOR THE HOMELESS

Individuals experiencing homelessness or housing instability may or may not be permanently disabled. They may not be elderly adults but may be experiencing medical issues 20 years earlier than normal (Felitti et al, 1998). These individuals may be eligible for Medicaid and are experiencing complex issues that need to be addressed by a comprehensive holistic service. The

challenge is in connecting and engaging these individuals in a variety of services. This challenge may be characterized as overcoming obstacles to appropriately access health care by alleviating prohibitive social circumstances.

Consider the following health profile from the Substance Abuse and Mental Health Services Administration (SAMHSA, 2011):

- **About 30%** of the homeless are diagnosed with a mental health disease.
- **Over 60%** of the *chronically homeless* are diagnosed with lifelong mental health disease.
- **Over 80%** of the homeless experience lifetime alcohol and/or drug problems.
- **About 50%** have co-occurring substance use/ mental problems.

Also consider the following health profiles found in the literature:

- **31-46%** report a chronic medical condition (Fleischman et al, 1992) (Robertson et al, 1986) (Burt et al, 1999)
- **40-60%** are active substance abusers (Burt et al, 2001)
- **53%** experience substance abuse problems and other chronic medical illnesses (Burt et al, 1999)
- **9-19%** have HIV (Zolopa et al, 1994) (Smereck et al, 1998) (Song et al, 1999)
- **30-60%** have hypertension (Luder et al, 1990) (Ropers et al, 1987)
- **32-43%** suffer latent TB infection (Zolopa et al, 1994) (McAdam et al, 1990)

Research indicates that the homeless average 3-6 inpatient days longer in hospitals compared to control groups (Hwang et al, 2011). This is due to the hospital providing inpatient services longer than the medical reason for the visit. Compared to the average inpatient hospital stay, the homeless or housing unstable person consumes twice the number of inpatient days in the hospital for medical reasons and for non-medical reasons the homeless also consume twice as many days (Feigal et al, 2014). Furthermore, more than half of housing unstable patients readmit to the hospital within a 30-day time frame. Half of these patients readmit within a week, and three quarters within 2 weeks (Doran et al, 2013). This group suffers from a variety of health issues and has twice the reported incidence of mental illness and four times the mortality rate, compared to the general public (Lebrun et al, 2013) (O'Connell et al, 2004). Housing unstable adults are admitted to hospitals five times more often than control groups for medical reasons and 100 times more often for psychiatric issues (Victor et al, 1989) (Martel et al, 1992). A Veterans Administration study discovered 26% of inpatients were homeless (Rosenheck et al, 1998). Mortality occurs at a rate four times that of the general public (Hwang et al, 1997, 2000) (Barrow et al, 1999). Time of death consistently averages around the mid-forties (Hwang et al, 1997) (Hanzlick et al, 1989). Risk of death is exacerbated by the presence of a variety of chronic health conditions, such as arrhythmias, congestive heart disease, HIV/AIDS, lung, liver, and kidney disease (Hwang et al, 1998).

## RELATIONSHIP BETWEEN HEALTH ISSUE AND TARGET POPULATION

Compounding the disparity with these health issues is the fact that it is almost impossible for this group to comply with care planning and follow up. This is due to the complexity of housing situations for this group such as overnight shelters, transitional housing, living in multi-

family/households, and how discharge planning falls short in proper placement. Lack of adequate resources for wound maintenance, rest, medication acquisition, medication management and storage, compliance with follow-up care, referral connections and general health navigation contribute to the disparity resulting in readmission within 30 days.

Not only does non-compliance with post-acute medical instructions adversely affect health care for the homeless but also the condition of homelessness has deleterious effects. Evidence exists that supports the postulate that homelessness worsens health conditions. Consider that rates of IV drug use are four times that of non-homeless IV drug users (Safaeian et. al., 2001). This research also shows that individuals who become homeless exhibit a 100% increase in risky behaviors, such as acquiring dependence on drugs when compared to those that are housed. Another research effort highlights that 34% of respondents' indicated substance abuse as the reason for becoming homeless (CCCR, 2002). Furthermore, 80% of homeless persons discharge from Chicago hospitals suffer from substance abuse (IHR, 2003). These and other research efforts indicate that homelessness not only adversely affects health for those suffering from chronic conditions, but in fact promotes poor health behaviors which in turn causes many chronic conditions for those new to homelessness (O'Connell, 2004) (Singer, 2003) (Wrezel, 2009).

### MEDICAL RESPITE INTERVENTION

The Public Health Service Act of 1944 makes recommendations for hospital discharge planners to utilize "recuperative care services" (42 U.S.C. 254b) (2)(B), 2013). Medical respite falls under the category of recuperative care services, which is defined as a health service that meets the needs of a population. Medical respite is post-acute service following hospital discharge for housing unstable and homeless individuals. It is short term, usually 30 days or less but may be longer. Individuals that are too ill and frail for discharge to adverse social circumstances but not ill enough to warrant further inpatient services are eligible for medical respite. Currently, 77 medical respite programs can be found in the United States (NHCHC, 2015). A variety of models exist. What most have in common is comprehensive case management, some form of clinical service, safe 24/7 shelter and access to ancillary services such as transportation, navigation, accompaniment, medication management and social work (NHCHC, 2015). What they all have in common is that the social circumstances adversely affecting the patient's health are addressed in some way.

Patients discharged to medical respite services utilize hospital inpatient services half as many days as control groups and at 12-month post intervention intervals show a 50% decrease in hospital admissions (Buchanan et al, 2006). Research indicates that respite care results in a 50% decrease in hospital admission recidivism at 30 day and 90 post discharge intervals (Kertesz et al, 2009). Both research efforts point to medical respite efficacy as longitudinally effective in addressing health disparities, reflected in the decrease of inpatient hospital utilization. The Buchanan (2006) study evaluated a Chicago based medical respite facility that did not employ as robust a staffing profile in terms of certified and licensed medical professionals and paraprofessionals and client profiles were not as medically fragile and were ambulatory without assistive devices. The Kertesz (2009) study focused on a Boston based medical respite facility with a staffing profile much more rigorous, including MD's, Psychiatrists, and other licensed and

certified professionals and paraprofessionals, as well as a client profile that sometimes required ambulatory assistance. This discrepancy in client and staff profiles made little difference in patient outcomes with regards to longitudinal inpatient recidivism, indicating that alleviating social circumstances was perhaps the equity-defining component.

California averages for non-profit hospital costs for one inpatient bed day hover around \$3,500 (Rapple, 2015). As evidenced by Hwang (2011), the baseline figure for avoided hospital days per referral for the 2015 pilot program is three days. It was generally agreed upon, by hospital discharge staff participating in the pilot, that this was a fair figure and perhaps a gross underestimate. However, for the purposes of the pilot this figure serves as a baseline estimate. These days are typically unbillable days beyond the medical necessity for hospital services and are underwritten by county reimbursement or hospital philanthropy. For the purposes of this pilot, avoided inpatient days by the method stated at the stated rate were used in computing estimated savings described deeper in this report.

According to the California Office of Statewide Health Planning and Development (COSHDP), the average charge for inpatient bed days in California is approximately \$11,000 (COSHDP, 2015). According to Buchanan et al, (2003), for the 12-month post respite interval, 4.9 fewer inpatient days were consumed by respite clients. For the purposes of the pilot, inpatient days for the nine-month pre-intervention period were compared with the same time period post intervention and the difference in these numbers was tallied. While Buchanan had the benefit of comparing two groups through historical data mining, this pilot does not and must compare figures across similar time periods for medical respite consumers only. By the described method and at the stated rate, savings were estimated for decreased inpatient days following the medical respite intervention described deeper in this report.



## 2015 HOPE MEDICAL RESPITE CARE PILOT

### QUICK AGGRREGATES

For those consumers that discharged in 2015, HOPE Medical Respite produced:

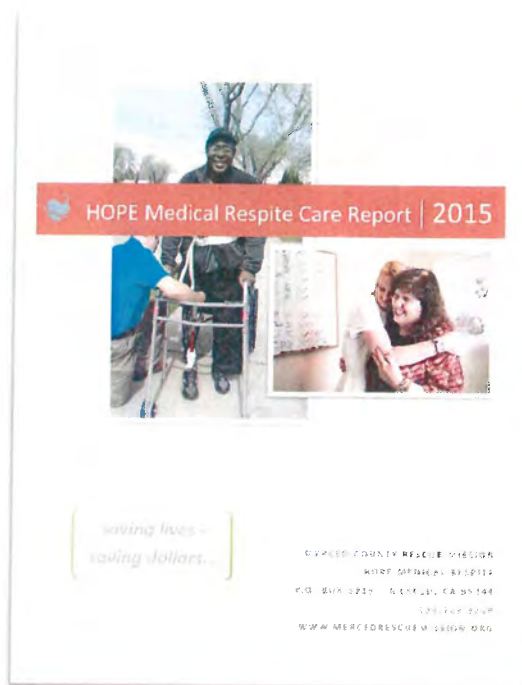
- 1,419 bed days of recuperation
- service to 49 unique individuals
- service for 87 referrals
- an average stay of 29 days
- 333 avoided inpatient days
- 14 avoided Emergency Department visits.
- stable placement for 83% of referrals

### COLLABORATION

The HOPE Medical Respite Pilot Project is a partnership between Mercy Medical Center, Merced County Rescue Mission and Horizons Unlimited Healthcare. Memorandums of understanding define this relationship. However, working relationships exist with a variety of other partners within the Merced, Stanislaus and Madera County region of the Central Valley of California. Hospitals, Clinics, FQHC's, adult day health care, behavioral health providers, skilled nursing facilities, and human services providers participate in the Service Coordination Framework employed by this medical respite service. It is through effective service coordination that medical respite staff is able to provide Navigation and Accompaniment, the bedrock of the program, which improves the health of medical respite consumers thereby decreasing associated health care costs related to acute hospital services. This approach is a holistic consumer centered approach with only one goal: improving the health and social wellbeing of consumers. For a description of the Service Coordination Framework please see Appendix C.

### COORDINATION

It is through this consumer-centered approach of improving health that the amalgam of several evidenced based and promising practices are synthesized. Within this innovative program, medical respite practices are combined with care management practices within a service coordination framework that identifies consumer strengths and needs, which in turn forms the joint consumer/provider service plan. This is a high touch approach employing navigation and accompaniment as the primary service to consumers. In providing navigation and accompaniment, thirteen domains of service are addressed including: housing, health care, transportation, family reunification,



entitlements, legal, peer support, chronic disease self-care management and more. Through this approach independent community living and health stabilization may be realized.

## INNOVATION

HOPE Medical Respite Care is the only place in Merced County specifically designated to care for homeless individuals as they receive proper aftercare and recover their strength. We offer patients a safe supportive environment, as well as meals, oversight of medical treatment, and follow-up care. For example, while our clients are recuperating from a medical illness, our case management staff may also be working with them to apply for food stamps, disability benefits, public health insurance, and/or subsidized housing.



For those of us who have been in the hospital or cared for a loved one in a hospital setting, we know that it can be a traumatic, challenging experience.



The same is true for those living on the streets, who tend to experience a variety of medical challenges. Some have broken bones, dressings to be changed, or chronic conditions that must be managed. Others simply need rest, proper nutrition, and the opportunity to recover their strength.

Attending to these needs while living on the streets is extremely difficult. In addition, inadequate meals, lack of sanitary facilities, and an inability to maintain a schedule can turn a manageable condition into a life-threatening one.

HOPE Medical Respite Care helps these individuals find the health and the strength they need for true recovery. Our respite staff can often build a rapport and trust with homeless clients, successfully engage them in critically needed medical and behavioral healthcare, and help them achieve stability through supportive housing.

HOPE Medical Respite Care provides a safe and appropriate environment for recovery at a fraction of the cost. As patients have the opportunity to fully recover, they are more likely to follow aftercare instructions, and therefore less likely to need repeat hospital visits.

This type of program does more than save lives. It also saves taxpayer dollars, and keeps the costs of healthcare down for everyone.



## STAFFING

HOPE Medical Respite Care staffing is lean but very capable in providing important and needed services to its clients. From administration and management through peer advocates, interns and volunteers, staff provides hands on care to meet the needs of clients. Staffing includes the following positions:

- Dr. Bruce A. Metcalf, D.Min., M.Div., B.A., Executive Director, MCRM, Administration
- Jason West, MPH candidate, BS, HHP Director, Program Analyst, Administration
- Lisa Hansen, M.S. in Addiction Counseling, B.S. in Human Services Management, A.A. in Criminal Justice, State License to Manage Adult Residential Facility (ARF), Dedicated Care Manager, Housing Navigator, Care Coordination Specialist, Director of Hope Respite Care
- Colin Vaughn, OD, Dedicated Care Manager, Care Coordination Specialist
- Gary Caldera, MS-RC, Dedicated Care Manager
- Kerri Gough, CHW, Peer Support Specialist, Accompanies clients of office visits, provides transportation and assists with linkage to social support
- Warren Cornelio, Peer Support Specialist, Accompanies clients to office visits, provides transportation and assists with linkage to social support.



## COST SUMMARY

The Merced County Rescue Mission is extremely grateful to Dignity Health for a grant of \$75,000.00, which made possible the HOPE Medical Respite Care pilot program. Through the use of volunteers, providing transportation for clients and providing meals to clients, the Rescue Mission has subsidized HOPE Medical Respite Care and made it possible to accomplish far more than the dollars available.

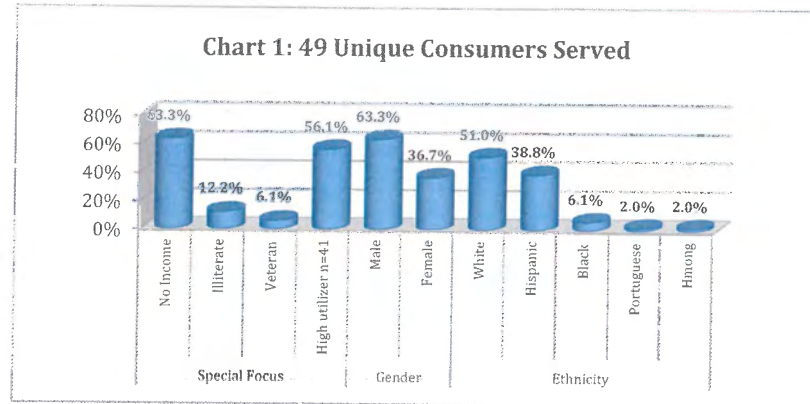
<b>HOPE Medical Respite Care 2015 Cost Summary</b>			
<b>Category</b>	<b>Actual</b>	<b>National Basis</b>	<b>Subsidized</b>
Labor	\$70,720.00	\$281,463.00	\$210,743.00
Payroll Taxes	\$5,410.00	\$21,532.00	\$16,122.00
Workers Comp.	\$10,035.00	\$39,939.00	\$29,904.00
Health Ins.	Not Provided	\$75,600.00	Not Provided
<b>Total Labor</b>	<b>\$86,165.00</b>	<b>\$418,534.00</b>	<b>\$256,769.00</b>
Meals @ \$6 per	Donation	\$65,700.00	\$65,700.00
Facility Rent	\$15,000.00	\$15,000.00	\$0
Utilities/Maintenance/Supplies	\$12,000.00	\$12,000.00	\$0
Insurance: General Liability	\$1,527.00	\$1,527.00	\$0
Insurance: Auto (for one)	\$1,404.00	\$1,404.00	\$0
<b>Total Annual Cost</b>	<b>\$116,096.00</b>	<b>\$514,165.00</b>	<b>\$322,469.00</b>



## PROGRAM

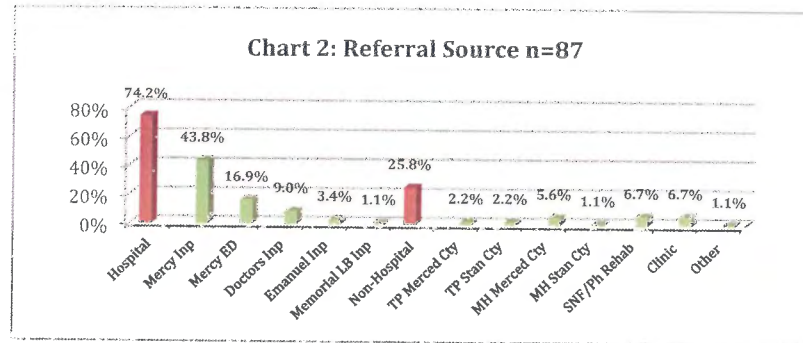
### CONSUMER DEMOGRAPHICS

Service was provided to an eclectic range of individuals delineated in chart one. From the chart, one can recognize that consumers of medical respite services are more likely to be white or hispanic males



lacking income who are high utilizers of acute services. Lack of income for folks that are housing unstable or homeless who are suffering from a variety of health conditions contributes to a disproportionate use of acute services. Medical respite seeks to provide services previously described and also seeks to address the needs of homeless high utilizers as a special focus. The special focus group receives the majority of service provision by respite staff.

Chart two highlights the collection of referral entities. The majority of referrals were obtained through the relationship with Mercy Medical Center, Merced, a Dignity Health



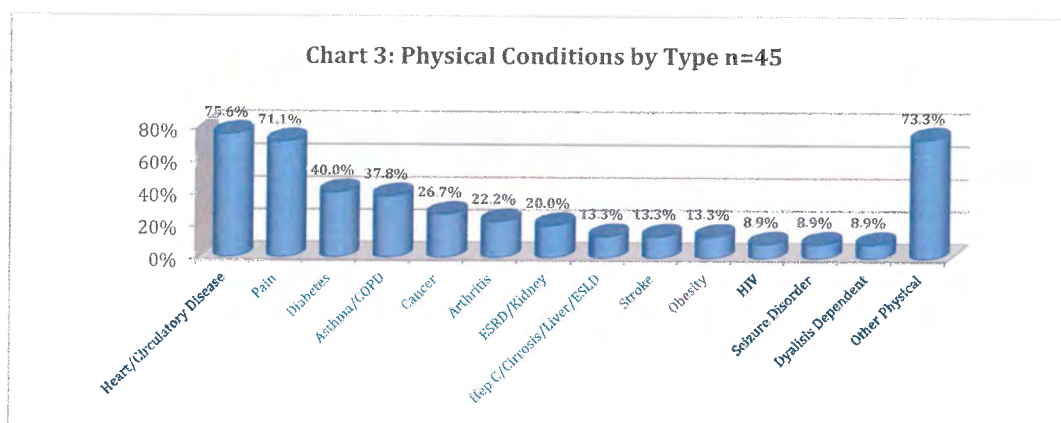
hospital. The acute health care system in the Merced region of the Central Valley of California often provides overlapping services by regional hospital systems. It is not uncommon, due to capacity issues or long travel distances, for hospitals in neighboring counties to provide inter-county services. Though Mercy Medical Center provided the majority of referrals, other regional hospitals served Merced County residents thereby acting as a respite referral source. As well, differing health care systems such as County Departments of Mental Health (MH) and their full service partners, such as Turning Point (TP), were also included as referral sources because of overlapping services. More than 74% of referrals were hospital based, Mercy Medical Center providing more than 60%. In the event Mercy Medical Center provided service to a resident of a different county, referral was made to respite and the consumer was provided service coordination seeking to return the consumer to the system of care in their resident county. For such occurrences, these consumers were assimilated into their resident system of care 100% of the time. Likewise, for those returning from care in a neighboring county to Merced, referral was accepted. Clinical partners provided referrals more than 6% of the time. This is analogous to a referral from emergency departments (ED). It is assumed that alleviating the progression of



disease by providing respite services will avoid a potential hospitalization. This happens rarely as evidenced by chart two. This is a preventive measure ED's and clinical providers may utilize if it is believed that disease progression is detrimentally affected by social circumstances and will ultimately lead to a hospitalization unless referral to respite is pursued. See Appendix A for a description of the legend titled *other*.

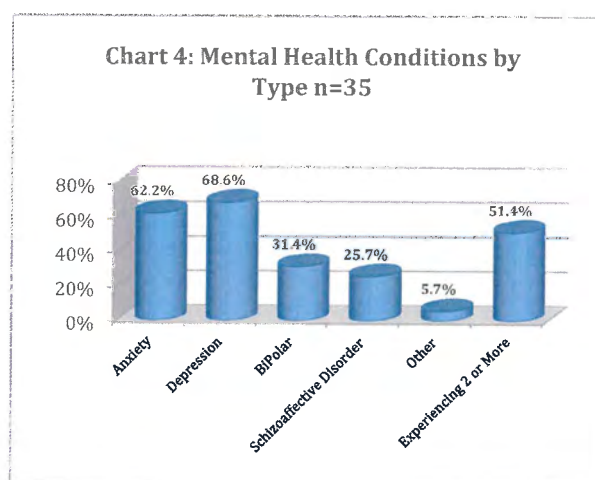
## CONSUMER HEALTH PROFILES

Health issues for those that are homeless are difficult to treat because of the transient nature of folks living on the streets. It is unlikely that an individual suffering from diabetes is very much concerned with eating a high carb diet when enduring periods of extreme hunger and isolation, let alone concerned with checking blood sugars regularly or complying with regular visits to the clinic. Charts three through six details the profile of health conditions for those that were consumers of respite services that discharged in 2015. Because of incomplete data, due to the nature of the consumer base served, the number of respondents providing verifiable information is included in the title of each chart.



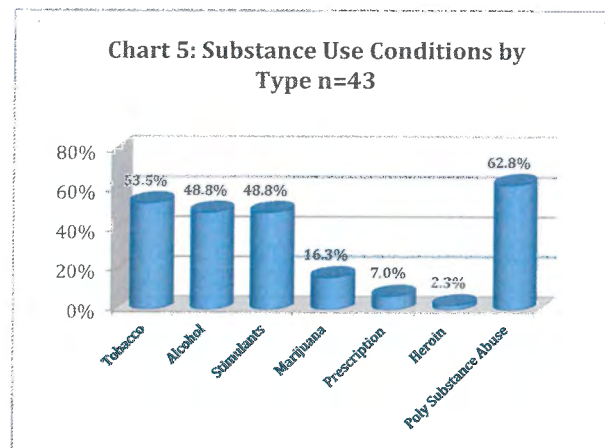
More than 75% of medical respite consumers suffer from heart disease or a disease of the circulatory system. Chronic pain presented with more than 71% of consumers, diabetes with 40%, lung/breathing conditions with more than 38%, cancer with 26%, arthritis with 22%, and renal/kidney conditions with 20%. A variety of conditions presented with consumers and are listed additionally in Appendix A.

Chart four points to mental health issues endured by respite consumers. More than half of respondents are experiencing two or more mental health conditions. Most prevalent of these conditions are anxiety and depression. Surveys and assessments employed by respite staff do not necessarily reflect the severity of the condition, only that the condition is

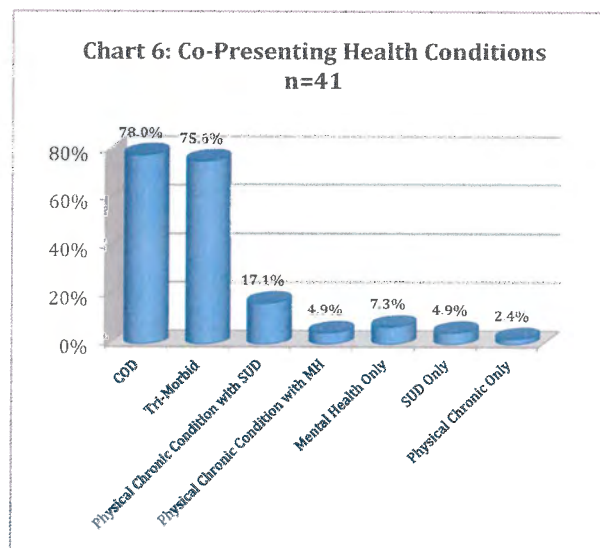


present and verifiable. Please see appendix A for a description of *other*.

Exacerbated by the prevalence of mental health conditions and perhaps providing a contributory factor to presenting mental health and physical health symptomology is the presence of substance use disorder (SUD). From chart five, the majority of consumers present with poly-substance use disorder. More than half use tobacco products and nearly half use alcohol and stimulants. Medical respite consumers more than likely have had periods of substance use disorder in their lives. Survey and assessment instruments seek information about current or recent use over the past six months and do not evaluate long ago historical use. The issue of substance use conditions is a contentious one with respondents. Along with other mental health questions, it has been difficult for staff to elicit honest responses. However, a variety of instruments were utilized throughout the intake and service planning process. An account of instruments used to collect information may be found in Appendix B.

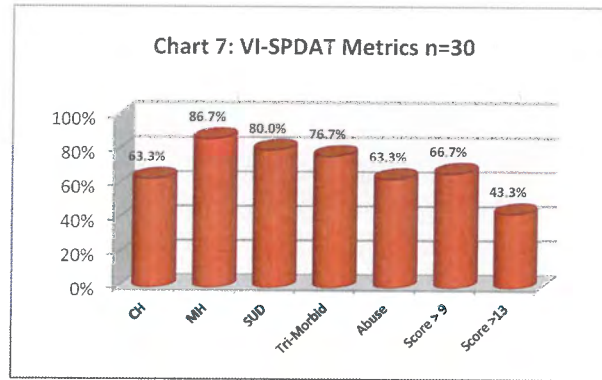


In order to better understand the variety and concomitant effects of co-presenting conditions, chart six reveals a portrait of health with regard to co-presenting issues. The vulnerability and frailty of respite consumers may be summed up in part by accounting for the quantity of health issues suffered. However, evaluating the diversity of health conditions may best describe the impact on the quality of life. From chart six, more than three quarters of consumers present with co-occurring disorder (COD). This disorder is diagnosed for a consumer that



presents with a mental health condition and a substance use condition. More than three quarters also present as tri-morbid. This is a reference to those respondents that present with physical, mental health, and substance use issues. As stated previously, collecting mental health and SUD information proves difficult for even the best trained, especially when relying on consumer self-reporting in order to glean information sources that may verify statements.

Chart seven recounts data gleaned by self-reporting of consumers and verified by third party. The chart is a measure of consumers experiencing the titled conditions. CH is a measure of chronic homelessness, which is verified by hospital social workers and other staff prior to respite referral according to HUD rules. In most cases hospital staff know respite consumers well because of high utilization



behaviors. Multiple documented staff encounters over the months and years serve as an accurate measure of this domain. MH is a measure of mental health conditions verified by assessment, hospital social workers, and clinical staff. SUD is a measure of substance use by assessment and hospital staff. Tri-morbid is the same measure as in chart six by a different instrument. This measure across both charts agrees well and is a testament to the proficiency and practice of respite staff as it is a score by two methods to discover not only physical conditions but the co-presence of mental health and substance use conditions, which are sometimes difficult to obtain. Abuse is the measure of unaddressed trauma that may be a contributing factor to homelessness. The last two bars measure the percentage of respite consumers with the greatest vulnerability relative to all homeless consumers. A score of 10 and greater may qualify a consumer for permanent supportive housing (PSH) accommodations. A score of 14 and greater is an indication of consumers that are the most vulnerable and in the greatest need of services.

## CARE

## SURVEY &amp; ASSESSMENT AVERAGES

Average scores for several well-known assessments are indicated in table one. HOPE Medical Respite utilizes, as its primary data collection instrument, the Service Coordination Tool (SCT). Within the SCT there are several mini-assessments and surveys, which contribute to consumer health profiles but also provide direction for service coordination. Table one recounts averages for 15 components of the SCT. Rows one through four recount assessment averages. Anxiety and depression issues may be gleaned from the PHQ-4 and depression and suicidal ideation from the SBQ-R. The NIDA pre-screen assesses for substance use disorder and the ACE reveals childhood trauma. A consumer average PHQ-4 score of 4.2 reveals that further evaluation of anxiety and depression must be referred for behavioral health. The consumer average score of 5.0 with the SBQ-R is positive for suicidal ideation and depression and must be referred for further evaluation by behavioral health. The NIDA pre-screen average score of 5.6 is a positive reveal for SUD and must be referred for further evaluation by a behavioral health/substance abuse provider. Likewise, an average score of 4.7 on the ACE min-survey indicates unresolved childhood trauma that is a likely contributor

to high-risk behaviors and poor health (Filetti, 1998). Rows five through ten recount profile averages including age, health conditions, and number of prescribed medication. Row 11 recounts the VI-SPDAT score, which is an indication of vulnerability. Those with a score of 10 or

Row #	Number of Respondents	Section	Average Score
1	n=26	PHQ-4	4.2
2	n=26	SBQ-R	5.0
3	n=26	NIDA Pre-Screen	5.6
4	n=26	ACE	4.7
5	n=39	Meds	8.8
6	n=49	Age	50.0
7	n=41	Health Conditions	8.6
8	n=45	Physical Chronicity's	4.5
9	n=35	Mental Health Chronicity's	2.0
10	n=43	Poly Substances	2.1
11	n=30	VI-SPDAT	11.6
12	n=18	HAI – Housing	9.7
13	n=18	HAI- Social & Health	21.0
14	n=22	CPCQ	35.6
15	n=25	SCT-G	8.8

Table 1: Consumer Averages

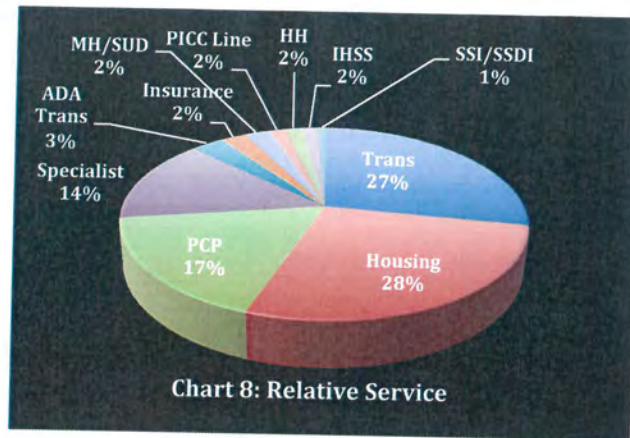
greater are considered likely candidates in need of consistent supportive services and permanent supportive housing accommodation. Row 12 and 13 recount the average scores for the Housing Acuity Index (HAI). The HAI-Housing range should fall between 12-18. A score of less than twelve indicates extreme obstacles to independent living, which may only be overcome with intensive case management services. A score of 12-18 is the nominal score for those living in permanent supportive housing (PSH) facilities and a score of greater than 18 indicates that community based independent living may be possible. Likewise, the HAI-Social & Health is a measure of behavioral compliance with health and social needs. The nominal PSH score ranges 35-39. A score less than 35 indicates extreme obstacles to social and health needs compliance and may indicate issues that are not being addressed. A score of greater than 39 indicates that community based independent living may be possible. The HAI is re-administered quarterly and after transition episodes in order to guide case management and supportive service allocation. Row 14 recounts the average score with the Client Perception of Coordination Questionnaire (CPCQ). The CPCQ scale measures the quality of the relationship between the consumer and their health care providers as well as health perception and understanding. A score less than 48 indicates a poor to nominal rating of the provider patient relationship and a score greater than 48 indicates a nominal to excellent provider relationship. This score guides the intensity of navigation and accompaniment services, which are not only the bedrock of respite services but also the most important aspect of guiding consumers to participate in their own health. This survey is provided quarterly. The Service Coordination Tool General (SCT-G) measures consumer attributes that are both static and dynamic. A low score is a better relative score. The dynamic portion may change over time as the consumer begins participating in their health and stabilizing in the community. Re-administration is conducted quarterly. The score is a measure of chronic disease self-care management and personal health perceptions. As mentioned previously, the SCT is the main data collection tool, which guides medical respite care service coordination, navigation, and accompaniment. The comprehensive measures of consumer attributes outlined in table one makes the SCT an efficient tool for discovering consumer limits, obstacles, and strengths, which guides development of the Individual Service Plan (ISP) and further measures progress to consumer stabilization and independent community living.



## SERVICE COORDINATION

As previously mentioned, HOPE Medical Respite provides Navigation & Accompaniment as the bedrock of service provision guided by the Service Coordination Framework.

Chart eight describes the percentage of time staff efforts were focused on service provisions by type during the course of the pilot program. Service coordination for respite consumers is labor intensive, as navigation and accompaniment require staff to



patiently guide consumers into supportive services and housing stability. More than 80% of efforts focused energy into coordinating health services, transportation to ensure continued service, and ultimately placement in appropriate accommodations. About 1% of activities focused on income entitlements, though from chart one more than 63% lacked income entitlements such as SSI/SSDI. Because of the nature of time limited respite services and lack of the pilot's cash resources, additional resources are required to meet the needs of this consumer domain. For the year 2016, an additional component, limited in nature, seeks to provide Community Based Case Management (CBCM). Those that are discharged from respite to any accommodation are provided follow-up services, which continue to implement goals of the respite service plan. Early in 2015, respite staff, in seeking to develop an SSI/SSDI Outreach Access and Recovery (SOAR) program serving Merced County, anticipated for this need. Assistance was requested for SOAR technical assistance by the Substance Abuse and Mental Health Services Administration (SAMHSA) and was awarded to the Merced Continuum of Care in early 2016. This new and developing program will provide income entitlement outreach services to the whole of Merced County. Furthermore, Emergency Solutions Grant funds through the California Housing and Community Development Department will be sought in mid-2016 in order to address CBCM and SOAR implementation, which will provide these services to the whole of Merced County. The Definitions section provides a description of chart legends.

## IMPACT

### DISCHARGE OUTCOMES

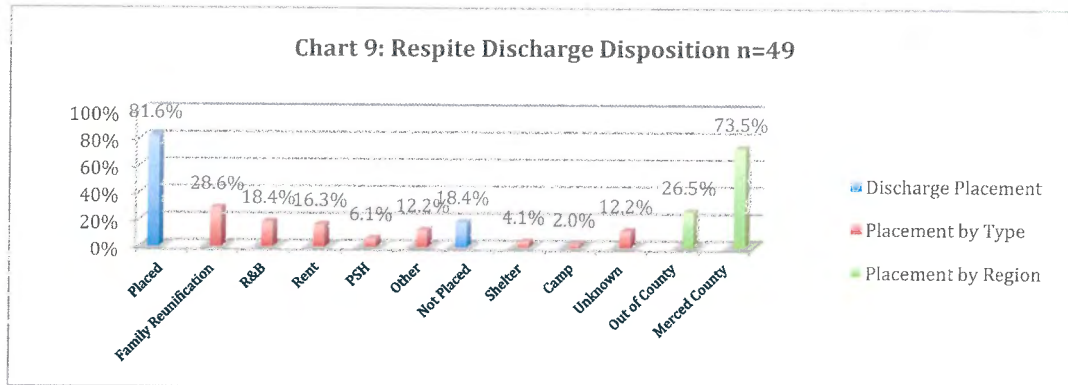
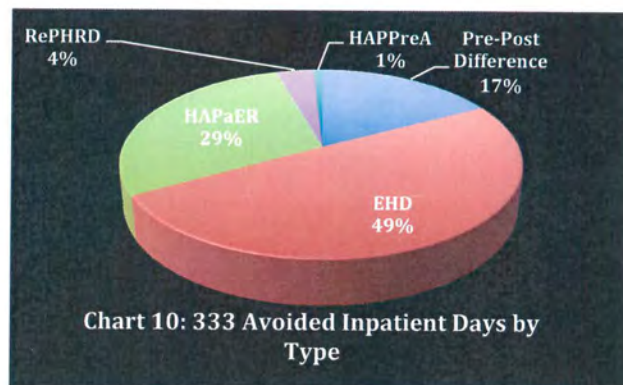


Chart nine describes respite discharge dispositions. Blue bars indicate placement percentages and the red bars to the right of the blue bars display placement percentages by type. The green bars indicate county of placement. Respite staff has been exceedingly successful in placing consumers in general. This was done primarily by capitalizing on family care relationships followed by placement accommodation for independent. The Definitions section provides a description of chart legends.

### INPATIENT OUTCOMES

Time limited medical respite care is tailored to accomplish short-term goals, such as reducing inpatient days for homeless individuals through Expedited Hospital Discharge (EHD). EHD allows hospital discharge staff to refer patients to respite as opposed to languishing in the hospital for placement by social services staff and discharge planners. As evidenced by previously cited research, Hwang

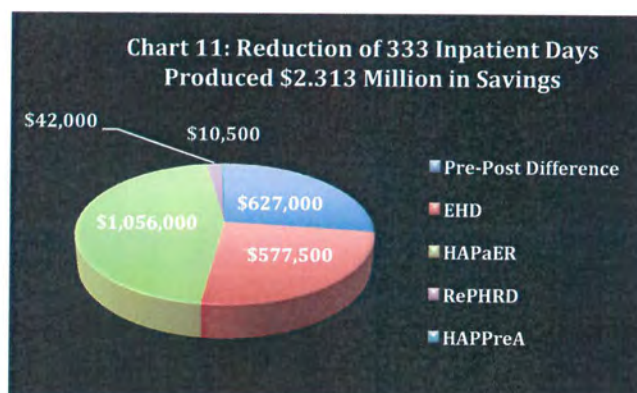


(2011) described EHD as a three to six day reduction of inpatient status by those referred to medical respite. This is the benchmark for calculating the reduction of inpatient days described in chart 10. For every inpatient referral three days are counted toward avoided inpatient days. For referral from ED's, clinics, and mental health service providers, three days are counted toward an avoided hospitalization. Chart 10 recounts five components that contribute to 333 avoided inpatient days. EHD accounted for the majority of avoided inpatient days at 49%. Hospital Admission Prevention and Early Referral (HAPaER) contributed 29%. Combined, both mechanisms provide nearly 80% of calculated inpatient days avoided. HAPaER referrals originate with ED's, clinics, and mental health service providers, which potentially avoid hospitalizations all together. Referral for Post-Hospitalization Rehabilitation Decision (RePHRD) accounted for 4%. This is a mechanism by which a decision to accept a patient into respite is made contingent

on skilled nursing and rehabilitation accepting the patient first after discharge from the hospital. Occasionally, rehabilitation facilities may not want to provide services to homeless patients and patients with potentially disturbing behaviors. These facilities have limited resources and often feel they may not be able to place patients in the community and do not want to get stuck with them. Respite agrees well in advance to accept these patients prior to hospital discharge, which shifts the burden of care to a less expensive alternative than the hospital. This makes available a service the homeless patient may not have otherwise had access too, and alleviates concerns skilled nursing has in discharge placement. Hospital Admission for Procedure Pre-Agreement (HAPPreA) accounted for the least of contributions to avoided inpatient days at 1%. This component allows homeless individuals the opportunity to enter respite prior to a surgical procedure, so that they may recuperate after an outpatient surgery or a short hospital stay at medical respite. Occasionally, providers may not provide surgical services to homeless individuals unless it is life threatening even after exhausting all other treatments unless the patient has a safe and clean environment to recover. This happens rarely and three avoidable days are counted per instance when it does. This component may contribute to avoiding the typical prolonged length of stay but may also contribute to preventing costlier services as the condition worsens. Most importantly, this component helps the patient get the care they need before the condition worsens or becomes life threatening. Finally, Pre-Post compares the quantity of inpatient days for the period of nine months leading up to the medical respite intervention and the nine months following the intervention. Simply put, the difference between the two is figured into the calculation for avoided inpatient days.

Chart 11 accounts for the total costs associated with avoiding inpatient days by component type and cost difference. Avoided inpatient costs by EHD are calculated by multiplying avoided days by the average operating cost for non-profit hospitals in California of \$3,500 (Rapple, 2015). Patients referred by EHD have already exhausted the reimbursement

rate/period for medical reasons and languish in the hospital for social reasons - eg. appropriate placement accommodation. Therefore, minimal services are provided because these patients are occupying beds/rooms waiting on placement. RePHRD and HAPPreA both account for days the same as EHD and at the same rate. Avoided inpatient day costs by HAPaER are calculated by multiplying avoided days by the average charges for hospitals in California of \$11,000 (OSHD, 2015). This rate difference is due to the fact that HAPaER is avoiding a hospitalization entirely that would have charged the payer full cost for complete medical services. Lastly, Pre-Post accounts for days previously described as the difference of inpatient days for comparable periods and accounts for cost savings at the full charge average rate of \$11,000.



## LONG TERM OUTCOMES

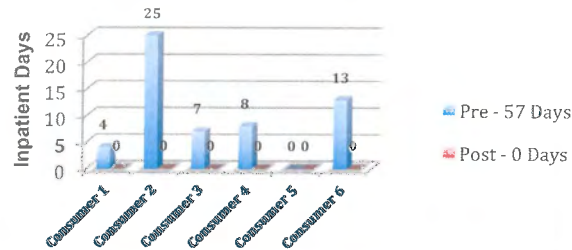
The Pre-Post component, while not the main contributory component at the writing of this report, has the potential to eclipse all other mechanisms of avoided inpatient days and ED utilization. At present, the necessary comparable nine-month post intervention period has lapsed for only the first six referrals received between January 1st, 2015 and March 31<sup>st</sup>, 2015. Utilization

data was collected December 31<sup>st</sup>, 2015 on these individuals. Chart 12 describes the differences of inpatient utilization graphically. For all six referrals, there were no further hospitalizations following the medical respite intervention. For consumer five, who was referred by the Mercy Hospital ED, a hospitalization was avoided initially and further out to nine months. All others had multiple hospitalizations over the preceding six months. All were tri-morbid, had COD, and averaged six chronic conditions.

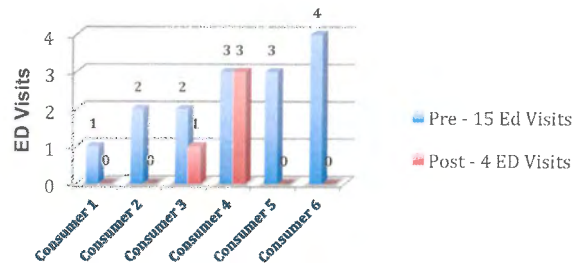
Chart 13 describes the ED utilization of these same initial six consumers. For consumer five, who was a referral from the ED, the medical respite intervention not only prevented a hospitalization, but also further ED visits. For one, ED utilization was not deterred but for all others a marked decrease in ED utilization was realized. The figures reported in charts 12 and 13 may point to the efficacy of service

planning described by the Individual Service Plan which is due to accurate data collection and identification of needs provided by the Service Coordination Tool. At the outset, the HOPE Medical Respite Program was designed around the care management program defined by the Camden Coalition of Health Care Providers (CCAH, 2015). The thoughts that went into the initial design of the program around high utilizer care management practices were based on the premise that homeless consumers served by care management practices need a stable environment, temporary or permanent, to allow the practice to work. It is through this ideology that the HOPE Medical Respite Program was designed and offers long-term access to community stabilization and self-care management for its consumers. Charts 12 and 13 may be a testament to this design ideology.

**Chart 12: 9 Month Pre & Post Intervention Inpatient Days - 99% Reduction Resulting in \$627,000 in Savings**



**Chart 13: 9 Month Pre & Post Intervention Emergency Department Visits - A 73.3% Reduction Resulting in \$22,200 in savings**





## SUMMARY

Clearly, medical respite is a novel approach that is an effective strategy for addressing the health and social needs of homeless individuals and families. The methods used to calculate this effectiveness are rooted in evidence based on well-respected sources.

As of the publication of this report, an aggregate model of operation and outcome measurements have not been well defined on the national stage across all medical respite providers. This report demonstrates the effectiveness of the amalgam of practices fused together to form a comprehensive non-clinical approach to effectively delivering service to the most vulnerable in the community. This report addresses outcome measurements in the only comprehensive way possible: by utilizing conclusions of several evidence based peer-reviewed publications as a base line of accounting for outcomes. This report documents that innovative cross-sector collaboration is effective in identifying and providing effective service coordination through a harm minimizing approach and housing first practice. This report defines how navigation and accompaniment delivers the medical respite intervention. This report concludes by stating: the goal of the intervention was realized through demonstrating a unique pilot in a low resource community. Finally, HOPE Medical Respite is a successful program that surpassed expectations along many measurements. The program effectively stabilized the health of consumers and lowered costs associated with their health care. HOPE Medical Respite provided an essential service to the community of Merced in 2015.

While this report accounts for many metrics of service medical respite provides to the community, it may not be apparent that the consumer engagement process is fickle at best. Respite staff are dedicated, empathetic, non-judgmental human beings lead by a compassion to make a difference in lives. They are well trained and educated and have a knack for meeting folks where they are and doing what it takes to help them. They are a special group of people exhibiting the noblest traits of human kind: bringing love and kindness into the world through the spirit of hospitality.



## APPENDIX A

Chart 2: The legend titled *Other* includes: Oak Hills Hospital, Sacramento, Veterans Administration.

Chart 3: The legend titled *Other Physical* includes: Lupus, MS, stress neutrophilia, anemia of chronic disease, gout, gastroparesis, esophageal stricture, cognitive impairment, hypothyroidism, facet arthropathy, fracture, thyroid disease, ascetis, sarcoidosis,, hypocalcemia, dementia, Nissen fundoplication, retinopathy, neuropathy, ulcer, hernia, coagulopathy, obesity.

Chart 4: The legend titled *Other* includes: PTSD, mood disorder.

Chart 8: See definitions on page 5.

Chart 9: The legend titled *Other* includes: Psychiatric facility, long term residential substance abuse, hospice, skilled nursing facility.

## APPENDIX B

VI-SPDAT – Vulnerability Index Service Prioritization Decision Assistance Tool – A document published by OrgCode that allows providers to score consumers based on vulnerabilities relative to one another in order to provide service to those that score the highest. May also be used to understand service efficiency as consumers may score lower over re-administration over time (OrgCode, 2016).

HAI – Housing Acuity Index – A consumer scoring and needs identification system used as a relative consumer ranking system and used through re-administration to track progress in case management and delivery of services.

ACE – Adverse Childhood Experience

PHQ-4 – Public health Questionnaire 4 – A four-question assessment used to quickly identify anxiety and depression in consumers (Pfizer, 1999)

NIDA – National Institute on Drug Abuse – A quick screen used to identify substance use in consumers. For the purposes of the HOPE Medical Respite Pilot, a novel quick scoring system was implemented with the first page of the assessment only (NIH, 2011)

SBQ-R – Suicide Behaviors Questionnaire Revised – A quick screen to identify suicidal ideation or tendencies in consumers, may also be an indication of depressive disorders (Osman et al., 1999).

Meds – Medications

CPCQ – Client Perceptions of Coordination Quality – A survey used to measure the consumers perceptions of the quality of the relationship they have with their providers.

SCT-G – Service Coordination Tool General – The score generated by measurement with the Service Coordination Tool intake packet.

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1921 Canal Street, Merced, California 95340  
(209)722-9269

Wednesday | March 16 | 2016

**Daniel Kazakos**  
**166 N St**  
**Merced, CA 95340**  
**(209) 261-4274**  
**Daniel@kazakosconsulting.com**

Memorandum of Agreement

From: Bruce Metcalf

Merced Rescue Mission

To: Merced Community Development Group

Date: March 4<sup>th</sup>, 2014

We will work cooperatively with Horizons Unlimited Healthcare & Merced Community Development Group to provide social services to those who are consumers of the joint HOPE Medical Respite / Permanent Supportive Housing (PSH) Project.

We will be responsible for the Following:

- 1) Establish and maintain Service Coordination Plans for PSH consumers of the joint project including but not limited to:
  - a) Evidence based service coordination defined by HUD, complying with provisions of the certification process through American Association of Service Coordinators.
  - b) Service plans derived from data collection tools based on the Service Coordination Framework evidence based practice.

**1921 Canal Street**  
**Merced, California 95340**  
**(209) 722-9269**

- c) Supportive service Life skills for Permanent Supportive Housing stability rooted in the evidence based practice of the SPDAT series.
- d) Safety net services such as follow-up transition stabilization in the community setting.
- 2) Establish and maintain services for Medical Respite consumers including but not limited to the following:
  - a) Consumer Service Coordination / Case Management / Social Work following best practices outlined by the Respite Providers Network of the National Health Care for the Homeless Council.
  - b) Transportation, meals, linens
  - c) Cleaning and maintenance services not under the domain of property management.
  - d) Coordination of health services
  - e) Management of referral process and discharge process
  - f) Safety net services such as follow-up transition stabilization in the PSH setting.
- 3) Delivery of services will be provided on site along the following equivalents:
  - a) 1 FTE Program Manager, Master level education or equivalent.
  - b) Up to 2 FTE Service Coordinators, Bachelors level education or equivalent.
  - c) Up to 3 FTE Peer Support Specialists, High School level education or equivalent
  - d) Contracted intern services for 1-3 MSW students through Stan. State University at no cost to the project.
- 4) The frequency of service shall occur as needed but not less than 7 days a week on site within the suite of offices and in living units or bedside arrangement.
- 5) Information sharing will comply with CFR 42 and 45 guidelines.

Sincerely,

*Bruce Metcalf by Bettie H. Stephens*  
 Bruce Metcalf, CEO  
 Merced Rescue Mission  
*Board of Directors*

## *The cost of ignoring the problem*

### **Community Costs**

**Average cost per day California county jail** **\$114.00**  
Jail Profile Survey 2002–2012; AB 900 Phase I and II Status Update–January 25, 2013; 2012 Survey on Average Daily Cost to House Inmates: Board of State and Community Corrections (BSCC). BSCC Rated Capacity by Facility; Survey of Long Term Jail Inmates–February 23, 2013: California State Sheriff's Association

**Average cost for police service for one hour** **\$198.75**  
Average taken from 8 northern California communities and averaged. Communities are: San Carlos, Cupertino, Los Altos Hills, Saratoga, Los Gatos, Morgan Hill, Campbell, los altos

### **Emergency Care Costs**

**Average charge per day skilled nursing** **\$214.00**  
State average excluding LA, SD, SF Retrieved from <http://www.guidetonursinghomes.com/local-nursing-homes/california-nursing-homes.html>

**Average charge per one inpatient day Marie Green Psych hospital** **\$810.00**  
**Average cost per ER visit California** **\$2,200.00**  
**Average charge per one inpatient day Madera Comm. Hosp.** **\$4,093.00**  
**Average charge per one inpatient day Emanuel Turlock** **\$8,946.00**  
**Average charge per one inpatient day Doctors Modesto** **\$19,400.00**  
**Average charge per one inpatient day Sutter LB** **\$12,061.00**  
**Average charge per one inpatient day Mercy Merced** **\$13,626.00**  
California Office of Statewide Health Planning and Development 2014

**Median cost per ambulance service** **\$1,801.00**  
Taken from San Francisco City and County service bid quotes as the median between the lowest uncontracted private service bid and the actual contracted public service charge.

## *The cost of solving the problem*

### **Preventive Care Costs**

**Average charge for one MediCal visit to FQHC** **\$170.00**  
California Community Clinics A Financial and Operational Profile 2008-2011. Prepared by Capitol Link

**Median cost per day Medical Respite** **\$155.00**  
Taken as average between National health Foundation Recuperative Care (LA, OC) and Stockton Rescue Mission Medical Respite.

**Cost per day per person for facility based PSH accommodation** **\$21.06**  
Accessed 2016, May 10. This is a project-based cost. Taken from: permanent Supportive Housing, an Operating Cost Analysis. Prepared by Corporation for PSH. Retrieved from [http://www.csh.org/wp-content/uploads/2011/12/Report\\_OperatingCostAnalysis.pdf](http://www.csh.org/wp-content/uploads/2011/12/Report_OperatingCostAnalysis.pdf)

**Cost per person per day for community based PSH** **\$19.17**  
Taken from the Merced County Department of Mental Health report to the MHSA Advisory Council as the cost per person per day Turning Point community Programs receives through its FSP contract with the department for 2015.



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Opportunities for People<sup>SM</sup>

Community Reinvestment Fund, USA  
HOUSING LOANS

## Multi-Family Affordable Housing LIHTC Mortgages

### Terms and Conditions

CRF purchases Affordable Housing Multi-Family Loans through loan portfolios or on an individual loan basis. This term sheet focuses on first mortgage loans for LIHTC properties, both 4% and 9% projects.

Affordable Housing Multi-Family Loans help strengthen communities through the retention and creation of affordable housing units for low to moderate-income persons throughout the country.

In addition to providing lending partners access to capital, CRF purchases Affordable Housing Multi-Family Loans with highly competitive pricing, flexible terms and underwriting criteria.

#### LOAN GUIDELINES

Use of Funds:	Permanent financing for multi-family affordable housing properties that have reached stabilization. To meet program affordability standards, properties may be in low/moderate census tracts or meet LIHTC affordability standards.
CRF Loan Size:	Minimum: \$500,000 - Maximum: \$7,000,000.
Loan Interest Rate:	Interest rates are fixed. Please refer to most recent Pricing Sheet for an indication of current rates.
Amortization and Loan Term:	15/30, 18/30
Prepayment Penalty:	Lockout or yield maintenance for a minimum of 15 years, and thereafter prepayment is allowed for a fee equal to 1% of the outstanding loan balance. However, no prepayment fee shall be due for prepayment occurring within 180 days prior to the scheduled maturity date of the mortgage loan.
Security:	Loan must be secured by a first lien on the real estate being financed and be free from other encumbrances or objections except those that are customarily acceptable in similar transactions or are affirmatively insured by the title insurer.
Underwriting Requirements:	<p>Properties to be financed must have sprinkler systems for fire suppression.</p> <p>Management Expertise - The projected Sponsor, Developer, Property Management Company and Tax Credit Investor, if applicable, must have adequate experience to successfully support and manage the project during the term of the loan.</p> <p>Debt Service Coverage - Minimum debt service coverage ratio of 1.15:1 based on annualized financial statements for 9% LIHTC transactions and 1.20:1 for 4% LIHTC transactions. DSC is calculated to include all debts that have required payments. In addition, vacancy will be underwritten at a minimum of 7% for tax credit units except for age restricted units at a rate of 5%. If the property's local submarket is less than 85% occupancy, an additional 2% vacancy will be added to the underwritten vacancy calculation.</p> <p>Stabilization and Occupancy - Longstanding projects with annual average occupancy of 90% are acceptable. Minimum period of 90% occupancy for multi-phased projects is 180 days. A permanent certificate of occupancy is required. Any construction, remodeling, or rehabilitation work required to support the underwriting must be substantially completed prior to closing.</p> <p>Replacement Reserves - An annual collection of \$300 per unit shall be held as a reserve for capital repairs.</p> <p>Appraisal - Must be no more than 6 months as of the date of the Commitment Letter, and must be completed by an MAI certified appraiser qualified to complete such appraisals in accordance with FIRREA. An appraisal update or market study will be required prior to closing when the Appraisal is older than program requirements.</p> <p>Phase One Environmental Assessments—Must be no more than 6 months at Loan Commitment.</p> <p>Debt Services Reserves - Prior to purchase, an amount equal to 3 months debt service must be held in a Debt Service Reserve, to be drawn upon if net cash flow from operations is less than the debt service expense. If Debt Service Reserve is drawn upon, subsequent months with excess cash flow after debt service must be deposited into the Debt Service Reserve until it contains an amount equal to 3 months of debt service.</p> <p>Refinance - is restricted to amount necessary to refinance existing primary and sub-debt on the property, and amounts for immediate capital improvements which must be completed before loan purchase.</p> <p>Other - Borrower requirements are for illustrative purposes. Other criteria may apply based on the characteristics of each unique request.</p>

Site Inspection:	A site inspection is required prior to loan purchase. In addition, at the end of year 10, a property Condition Analysis will be ordered at the expense of the property owner. The Analysis can be paid from replacement reserves if adequate funds are available in the account.
Servicing:	Lending partners may contract to service the loans they originate if lending partners meet CRF servicer qualifications.
Loan-to-Value:	The mortgage loan on LIHTC projects shall not exceed 80% LTV based on a MAI-certified appraisal in accordance with FIRREA Act of 1989. The LTV calculation must include all hard debt within its loan amount component.
Underwriting Documentation Requirements:	<p>Insurance requirements include Business Interruption, Terrorism Coverage, Earthquake and Flood Insurance, if applicable.</p> <p>Lender's credit memorandum (if you would like a list of topics to be discussed in the lender's credit memo, please contact CRF).</p> <p>Standard loan documentation on Fannie Mae documents, including note, mortgage or deed of trust.</p> <p>Title Insurance.</p> <p>Affirmative evidence of zoning compliance such as a zoning compliance report or zoning endorsement to the title insurance.</p> <p>Evidence of tax abatement, if applicable.</p> <p>Mortgage loan payment record for existing or refinance situations.</p> <p>Sources and uses schedule, if not already contained in the Lender's credit memo.</p> <p>Appraisal report, with reliance letter if not addressed to both CRF and Lender.</p> <p>Market Study.</p> <p>Environmental reports (phase I and, if recommended, Phase II).</p> <p>Physical Needs Assessment for existing or rehab properties.</p> <p>Provide operating statements for the previous three years (for existing projects) and most recent year-to-date quarterly statements.</p> <p>Cash flow projections.</p> <p>Most recent financial statements for sponsor and/or borrower.</p> <p>Monthly utility allowances for all unit types.</p> <p>Property management contract.</p> <p>Subordinate debt terms, including repayment terms, default provisions, material conditions and lien position.</p> <p>Ground lease, if applicable.</p> <p>Tax credit allocation letter for LIHTC projects.</p> <p>Partnership Agreement or, if unavailable, limited partner investor's offering letter.</p> <p>Lender's counsel's name and contact.</p> <p>Other documents as required.</p>

Please contact Colleen Schwarz at [colleen@crfusa.com](mailto:colleen@crfusa.com) or at 720.289.2439 for full list of documentation requirements.

#### ABOUT CRF

Community Reinvestment Fund, USA, a Minneapolis-based nonprofit organization and certified Community Development Financial Institution has injected more than \$1.5 billion into low-income and economically disadvantaged communities around the country to help stimulate job creation and economic development, provide affordable housing and support community facilities.

Community Reinvestment Fund, USA  
 501 Nicollet Mall, Suite 1700 West  
 Minneapolis, Minnesota 55402  
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 612.338.3236 fax [www.crfusa.com](http://www.crfusa.com)





Capital for Communities –  
Opportunities for People

## Multi-Family Affordable Housing Loans LIHTC Forward Loan Commitment

### Terms and Conditions

The Low Income Housing Tax Credit (LIHTC) Forward Loan Commitments provides permanent lending solutions to LIHTC construction lenders that do not provide permanent loans. CRF commits to purchase eligible loans and locks in the interest rate during construction and stabilization, for up to 30 months.

CRF Housing loans help strengthen communities through the creation and retention of affordable housing units for low-income persons throughout the country.

#### LOAN GUIDELINES

<b>Use of Funds:</b>	Permanent financing for multi-family affordable housing properties that are stabilized and supported by 4% and 9% LIHTC
<b>CRF Loan Size:</b>	Minimum: \$500,000 - Maximum: \$7,000,000
<b>Loan Interest Rate:</b>	Interest rates are locked when the forward commitment is issued, and are fixed for the term of the permanent loan. Rates are based on current market conditions, term of the loan and include an additional premium over base pricing for the forward commitment, which varies on the length of the forward commitment period.
<b>Commitment Term:</b>	Maximum: 30 months
<b>Amortization and Loan Term:</b>	Two options are available: either a 15 year or an 18 year loan term. Each has a 30 year amortization period. (e.g. 15/30 and 18/30).
<b>Loan to Value:</b>	Not exceed 80% LTV based on Appraised Value with Restricted Rents, and prepared by a MAI - certified appraisal in accordance with FIRREA and USPAP. The LTV calculation must include all must-pay debt within its loan amount component. An appraisal update may be required prior to closing if there is a substantive change in market conditions perceived by CRF.
<b>Commitment Fee:</b>	1% due at forward commitment. Shared equally with lending partner.
<b>Deposit Fee:</b>	A deposit fee of 2% of the approved loan amount will be paid by the Borrower and held in escrow by CRF. The deposit fee will be returned to the Borrower after closing the permanent loan.
<b>Extension Fee:</b>	Extensions of the forward commitment period are available based on review and approval at the time of the request. Extensions of 1 to 6 months are granted for a correlating fee, and are subject to interest rate adjustment based on current market conditions. For further detail on extension request process requirements and fees, please see MFAH Forwards Product Details and Fees or contact CRF.
<b>Delivery Assurance:</b>	If the borrower is unable to deliver the mortgage loan for any reason prior to expiration of the forward period, the loan is subject to a non-delivery fee equal to the net present value of the difference in loan cash flow based on the forward interest rate, less the then-current CRF interest rate (at the point of non-delivery), that would be earned over the life of the loan. This Delivery Assurance must be paid prior to release of the delivery assurance note and mortgage (subordinate mortgage) securing the forward commitment.
<b>Property Stabilization:</b>	The permanent loan will close upon project completion, provided CRF is in receipt of a certificate of occupancy for all units and 90% occupancy for 90 previous consecutive days at full economic rents (no concessions).
<b>Loan Resizing:</b>	Following forward commitment issuance, loans that increase or decrease more than 5% of the original committed loan size are subject to loan resizing. For further detail on loan resizing, please see MFAH Forwards Product Details and Fees or contact CRF. Loans that increase or decrease more than 15% are considered a material change and are subject to new underwriting and considered a new commitment, and subject to the non-delivery fee.
<b>Prepayment Fee on Permanent Loan:</b>	Lockout or yield maintenance for a minimum of 15 years, and thereafter prepayment is allowed for a fee equal to 1% of the outstanding loan balance. However, no prepayment premium shall be due for prepayment occurring within 180 days prior to the scheduled maturity date of the mortgage loan.

<b>Security:</b>	Permanent loan must be secured by a first lien on the real estate being financed.
<b>Underwriting Requirements:</b>	<p><b>Management Expertise</b> — The projected Sponsor, Developer, Property Management Company and Tax Credit Investor must have adequate experience to successfully support and manage the project during the term of the loan.</p> <p><b>Debt Service Coverage</b> — Minimum debt coverage ratio of 1.15:1 for 9% LIHTC projects and 1.20:1 for 4% LIHTC projects, based on annualized financial statements. The gross rental income, Gross Potential Rent (GPR), shall be underwritten as the lower of actual rent per unit or the LIHTC maximum allowable rent. Vacancy will be underwritten at a minimum of the blended vacancy based on —10% for non-LIHTC units, 7% for LIHTC units and 5% for age-restricted LIHTC units. If the property's local submarket is less than 85% occupancy, an additional 2% vacancy will be added to the underwritten vacancy calculation.</p> <p><b>Replacement Reserves</b> — \$300 per unit per year paid-in from monthly cash flow. Funds shall be held as a reserve for capital repairs.</p> <p><b>Debt Service Reserves</b> — Prior to funding, an amount equal to 3 months debt service must be held in a Debt Service Reserve, to be drawn upon if net cash flow from operations is less than the debt service expense. If Debt Service Reserve is drawn upon, subsequent months with excess cash flow after debt service must be deposited into the Debt Service Reserve until it contains an amount equal to 3 months of debt service.</p> <p><b>Site Inspection</b> — A site inspection is required prior to permanent loan purchase.</p>
<b>Servicing:</b>	Loans are servicing released when purchased by CRF.
<b>Documentation Requirements:</b>	Loans are servicing include:

- Lending partner's credit memo (List of topics to be discussed available)
- Sources and uses of funds
- Construction loan draw schedule and equity investment schedule
- Projected lease-up or market absorption of units
- Borrower and property manager's ability to comply with regulatory requirements, if applicable, including LIHTC compliance and any environmental regulations.
- Commercial lease space description and tenant information
- Projected income statement/balance sheet
- Description of Low Income Use Restriction Agreement or other such covenants
- Description and commitments for all sub-debt including repayment terms
- Tax credit allocation letter from allocating agency
- Third party reports—market study, environmental phase I, appraisal

Please contact Colleen Schwarz at [colleen@crfusa.com](mailto:colleen@crfusa.com) or at 720.289.2439 for full list of documentation requirements.

#### ABOUT CRF

Community Reinvestment Fund, USA, a Minneapolis-based nonprofit organization and certified Community Development Financial Institution, is the nation's leader in bringing capital to public and private nonprofit community development lenders through the secondary market for loans. Formed in 1988, CRF has injected more than \$1 billion into low-income and economically disadvantaged communities around the country to help stimulate job creations and economic development, provide affordable housing and support community facilities.

Community Reinvestment Fund, USA  
601 Nicollet Mall, Suite 1700 West  
Minneapolis, Minnesota 55402  
609 475.3060 / 612 336.3000 tel  
612 336.3235 fax [www.crfusa.com](http://www.crfusa.com)

IN REGARDS TO RESOLUTION #3066

All seven members of the Planning Commission were in attendance before our item came up on the agenda. When it did, **Peter Padilla** recused himself and left the room.

In attendance during the **Agenda Item 4.2** initiated by **Daniel Kazakos** were:

**Mark Hamilton, City of Merced, Housing Supervisor**

**Abel Guerra & Bryan Blew, Horisons Healthcare Unlimited**

**Luis and Irene Del La Cruz, Between Friends – Entre Amigos**

**Steve Morgan, Morgan Construction, Licensed Architect and Contractor**

**Bangon Emanivong, Merced Community Development Corporation, VP of Community Development**

**Cyndi Hamilton, Kazakos Consulting, Resource Coordinator/Grant writer**

**Linde Blew, Keith Wilson, Jessica Kazakos, Gloria Sandoval, Brian Strong, Patsi Dosetti, Cindy Morse, and Mr. Long.**

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**Speakers**

**Cindy Morse, President of Downtown Neighborhood Association** was the only community member that spoke against the project:

- **Concern:** against having people walk across 16<sup>th</sup> Street and the railroad tracks to get to the Department of Mental Health.

**Response:** All of the medical, dental, mental health, substance abuse treatment, job training, etc. will be held onsite.

**Concern:** feels like we are in a hurry to rush this through the process and doesn't understand why

**Response:** Every day we don't move forward with this project is another day that the homeless people of this community are vulnerable and living on the streets. We are not dealing with any other time constraints that are putting a rush on the project.

- **Concern: business owners were not notified**

**Response:** I anticipated concerns from the community and wanted to address them ahead of these meetings so I scheduled a public forum which was held on April 25, 2016. Press releases were sent to the Merced Sun-Star and the Merced County Times before and after the public forum and I went door to door with the flyer several times downtown and in the neighborhood. Additionally, ABC 30 did an interview about the Esperanza Permanent Supportive Housing on March 29, 2016, and the Merced Sun-

Star did an interview resulting in an article and online video released the following day. (A copy of the Public Forum sign in sheet is provided.)

**Tim Land, KLAMB Radio Station**, 100 feet across 16<sup>th</sup> Street and is already displeased with the city for putting a bus stop near his station where there are no sidewalks and no place to safely wait for the bus:

- **Concern:** has had issues with flooding and wants to know how it will be dealt with

**Response:** This is the first time we have heard anything about flooding on either side of the street and we are willing to do whatever it takes with the city and our project to resolve the issues you are having with flooding.

- **Concern:** was not notified prior to meeting at Planning Commission

**Response:** Please see response to the underlined concern above.

**Gloria Sandoval** has been a local advocate for the homeless and went to the Sacramento hearing on SB876, The Right to Rest Bill, the following excerpt was taken from Street Spirit:

On March 29, 2016, the Senate Housing and Transportation Committee voted against SB 876, The Right to Rest Bill. SB 876 demands an end to discriminatory policing practices that criminalize homeless people for sitting, resting, sleeping, lying and eating in public when they have nowhere else to do so. While the legislation has not passed in the Senate this year, the fight for our right to rest continues. (3/29/16, **Western Regional Advocacy Project**, Press Statement, **The Fight for Our Right to Rest Continues**)

- **Fact:** The urgency is there since the state did not pass the decriminalization of the homeless (SB876) they are vulnerable while they are living on the street.
- **Concern:** no bike lanes are in the area

**Response:** This is our narrative about the “Thoroughfare” portion of Esperanza:

Currently this alley is a difficult walk, it is about 20 feet wide and filled with numerous potholes. Some of the potholes are at least 3 feet wide and filled with water from a recent rain. There is a dumpster nearby with garbage strewn about and a large table has been dumped next to it. On the corner of D and Main Streets there is a church and a marked crosswalk on Main with signage and it appears new all the way to the alley where Freeman and Sons is located on D Street. The potholes begin behind Freeman and Sons and continue throughout the alley all the way to E Street. On E Street, there is no sidewalk. A sidewalk should start at Main and the east side of E Street down to the corner where there is an electrical fenced in area. Putting some major work into the alley, extending the bike lane from E and Main Streets through the alley then to D and Main Streets, and adding sidewalks on E street and through the alley will create thoroughfare connectivity from Main Street to the back of Esperanza.

Behind Esperanza is the manager’s unit, 4 parking spaces, an enclosed animal companion area and a bicycle room for overnight storage. A sidewalk will span the entire east side of

Behind Esperanza is the manager's unit, 4 parking spaces, an enclosed animal companion area and a bicycle room for overnight storage. A sidewalk will span the entire east side of the property from the alley to the front, from there the sidewalk will span the entire front of the property and an additional 500 feet connecting to the bus pullout. The sidewalks will be well lit for evening usage and drought resistant bushes and grass will line at least one side of each sidewalk. Esperanza successfully connects its residents and the entire community to the bus transit system and city wide bike routes while at the same time providing affordable housing to the homeless, a medical clinic and job training programs.

### **Planning Commissioners**

**Commissioner Dylina** had many questions about:

1. Resident's vehicles
2. Development fee
3. Resident's sobriety
4. Who cares for property?
5. Businesses were not notified
6. Seems like you are trying to move homeless services out of the area and move the homeless into the area
7. Will there be registered sex offenders?
8. Not a good location

Additionally, he said he likes the concept and the idea, but not the location

### **Kazakos Answer:**

1. If a tenant owns a vehicle, we can look into storage for that vehicle or they can make other arrangements. Parking is limited and tenants will not be allowed to have vehicles on site.
2. Yes, there is a developer fee of over \$500,000 that will divert to me as the developer, but that money covers any maintenance, emergency, etc. that could occur with the project for the first fifteen years. Also, as the general partner I am liable for the property.
3. Using Housing First (Fact Sheet attached) as presented at the Homeless Summit, residents are placed in housing first because they need the basic necessities before attending to substance use issues.
4. As the developer, I am responsible for the property. I live here in Merced, I am raising my family here and I want Merced to become a place where my kids will want to raise their kids.
5. Please refer to the answer to this underlined concern on page 2.
6. Permanent Supportive Housing is a HUD best practice for ending homelessness. This project will provide housing for some of the most vulnerable people in Merced. While housed, they will receive services to deal with their mental health, physical and or substance abuse issues.

Future projects will, hopefully, allow us to relocate homeless services (Catholic Charities, Rescue Mission) out of the downtown area.

7. Sex Offenders will not be eligible for tenancy.
8. This is a location that came to me from Michael Belluomini after he searched Merced for a place to put a project such as this. There isn't any other development that could be done with this awkward inaccessible property.



**Commissioner McLeod**, had 4 questions:

1. Would the actual age group of the homeless population change the treatments they were eligible to receive?
2. Since the homeless usually have more than one medical condition, there could be mobility issues
3. Is the housing unlimited?
4. Fears the housing and services will be so good, they will want to stay.

And commented “this is normally a difficult population to serve but one that needs to be addressed successfully”.

**Kazakos Answer:**

1. Average age range of the homeless at the facility will depend on the residents. However, most will be able to access health insurance, if not all.
2. The site has 10 units that will be specifically renovated to meet the Americans with Disability Act standards.
3. & 4. Please see attached “Moving On: Facilitating Tenants’ Ability to Move from Permanent Supportive Housing to Other Housing Opportunities”

**Commissioner Baker**, stated he was a firm believer in “hand up not hand out” when it comes to the homeless and asked:

His experience has been that Section 8 vouchers are not available because the system is flooded. How will you deal with that problem?

**Kazakos Answer:**

The Housing Authority gives a preference for homeless people. To ensure sustainability of the project, we intend to apply for Project Based Section 8 vouchers from the Housing Authority.

**Commissioner Smoot questioned:**

1. Will there be gates?
2. Will there be criminal background checks
3. Will people from other counties be allowed to be tenants?

**Kazakos Answer:**

1. Yes, to both front and rear exits.
2. Criminal Background checks will be done by third party property management staff and will follow Fair Housing Act Standards.
3. Merced County residents will have priority; The first priority going to resident of the City of Merced.

Expressed his appreciation for all the work **Kazakos** has done, but concurs with **Chair Colby** on location of the program and seconded the motion to deny.

**Commission Chairman Colby**, stated he was originally interested in being on the Planning Commission partly because of the homeless programs in Merced. He was concerned about the gates locking people in and any access to evacuate in an emergency would be limited. Thought the orientation of the project was trying to fit a square peg in a round hole. Has the opinion that the unfortunate majority of the homeless also suffer from mental illness and have substance abuse issues.

His questions were focused on the gates and access out of the property in the event of an emergency.

**Director of Development Services, David B. Gonzalves:**

The gates are for tenant protection – to keep nonresidents out, not tenants locked in.

**Commission Chairman Colby** was also unhappy the residents do not enter sober.

He thought it was a noble goal and thanked Kazakos for his time in the service and the time he put into the community.

In conclusion, he said the plan was not “fatally flawed” but he made a motion to deny.

Other pieces of the discussion included rapid rehousing, an appraisal, pets, liability, tenant vetting

**Commissioner Baker** cast the only dissenting vote. He said we have to start somewhere, the project is not close enough to downtown to be a factor and it is buffered by the apartments next door and the freeway. It would rid the area of the blight of the dilapidated motel and the minimizing of the traffic was a plus.

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Additional Information

Apparently, there are many aspects of our project that have yet to be discussed. Please do not consider that an indication that our project has not been well thought out.

- Background checks – Criminal background checks will be done by third party management staff and will follow eligibility requirements for Project Based Section 8 applicants as documented in Re Administration Plan of the Housing Authority
- The public medical clinic has been removed and an onsite Supportive Services Center has been added.
- Disciplinary procedures – please see attachment “RESIDENT OBLIGATIONS”
- Instituting a Sober-Living Agreement for the tenants – This project will embrace the HUD Best Practice of Housing First. This model has been successful by providing immediate access to permanent and supportive housing without preconditions. Once housed, individuals receive services to retain their housing, which may include substance abuse and behavioral health issues. Residents are required to abide by the rules of their lease, which like most leases would include eviction for failure to pay rent, and also for disturbing the peace, damages to the unit or property, sales, use and/or manufacture of illegal substances.
- Removed Commercial Kitchen from the project.

- Esperanza is a Permanent Supportive Housing project with 41 units: one for the manager and 40 furnished studio apartments for single occupancy.
- The proximity of the site to a future project – not clear what is meant by this statement.
- Inclusion of an incentive program to support tenant progression so this doesn't become permanent housing for an individual – please see attachment "Moving On: Facilitating Tenants' Ability to Move from Permanent Supportive Housing to Other Housing Opportunities"
- Report included on consultant, James Coles, founder and owner of Housing Tools. We have been relying on his expertise in the field as a consultant since 2015.
- Discussions with the Merced Housing Authority are ongoing. Similar projects in other areas receive substantial support from their housing authority.
- Third party property management will be providing the 24-hour onsite management. They will provide background checks, lease agreements, and compliance with appropriate parties. A request for proposals will go out to local experts as well as those in other communities.





Area of  
Sidewalk Installation

Area of Alley Repair

Subject  
Site

Proposed Bus Stop

Area of Sidewalk  
Installation/Repair

E

MAIN

E

D

16TH

16TH

99

695

99

99

99

99

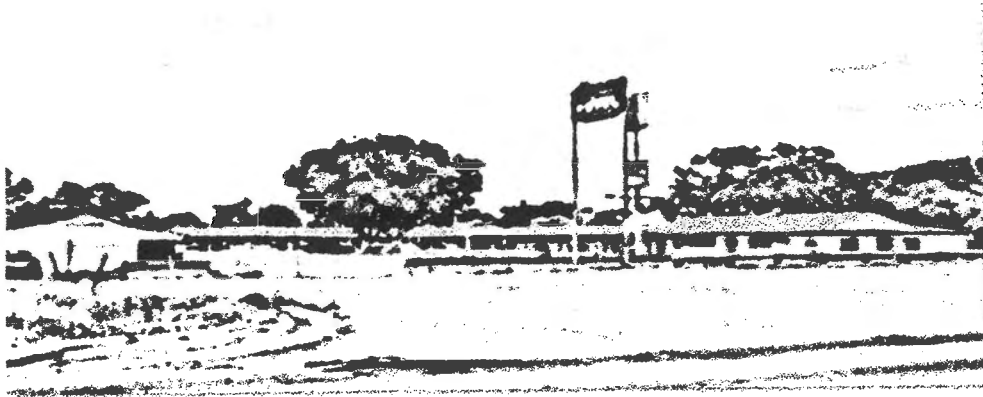




***Merced Community***

***Development Corporation, 1666 N Street, Merced, CA 95340 (209)500-7773***

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***Join us for a Public Forum***  
**Esperanza Permanent Supportive Housing**

**MONDAY, APRIL 25<sup>TH</sup> 5:30 PM -7:00 PM**  
**1666 N STREET, MERCED, CA**

***Come and hear about  
Esperanza – a new  
development to help  
house the homeless***

***Open to all  
community members***

**PRESENTATIONS BY:**

**DANIEL KAZAKOS, CEO**  
**MERCED COMMUNITY**  
**DEVELOPMENT CORPORATION**

**CAROL BOWMAN**  
**CONTINUUM OF CARE**  
**BOARD MEMBER**

**MICHAEL BELLUOMINI**

**BRYAN BLEW & ABEL**  
**GUERRA**  
**HORIZONS UNLIMITED**  
**HEALTHCARE**

**JASON WEST**  
**HOPE MEDICAL RESPITE**



# ESPERANZA PUBLIC FORUM

## SIGN-IN SHEET

#	NAME	ADDRESS	TELEPHONE	E-MAIL ADDRESS
1.	Joseph Homer		[REDACTED]	[REDACTED]
2.	Red Osorio		[REDACTED]	[REDACTED]
3.	Ernie Carrillo		[REDACTED]	[REDACTED]
4.	Zack Schroeder			
5.	Jorge Barragan			
6.	Juan Mena		[REDACTED]	[REDACTED]
7.	Abel Guerra		[REDACTED]	[REDACTED]
8.	Bryan Glen		[REDACTED]	[REDACTED]
9.	Bethany Lopez		[REDACTED]	[REDACTED]
10.	Colleen Machado		[REDACTED]	[REDACTED]

8th #

ADD

NAME

11.	CASEY STREED				
12.	Bruce Metcalf				
13.	Robert Tomasett				
14.	Manuel Alvarado				
15.					
16.	Julie Nelson				
17.	Elizabeth Agundis				
18.	Gloria Jones				
19.	Wayne Melcher				
20.	Adice F. Davis				
21.	Stefanie Vega Strong				
22.	Alma Chaves				
23.	Erica Teel				
	Brian Strong				



NAME	ADDRESS	PHONE	EMAIL
24.	Tom Miller	[REDACTED]	[REDACTED]
25.	Stephen Mery	[REDACTED]	[REDACTED]
26.			
27.			
28.			
29.			
30.			
31.			
32.			
33.			
34.			
35.			
36.			

**Representative House Rules/Resident Obligations: (Extracted from a sample Resident Lease Agreement)****RESIDENT OBLIGATIONS:** The RESIDENT shall:

- a. The RESIDENT shall obey and comply with (a) the House Rules any changes to the House Rules that the PROPERTY MANAGER may adopt with advance written notice of thirty (30) days.
- b. Comply with all obligations imposed upon residents by applicable provisions of state and local building and housing codes materially affecting health and safety; maintain the premises in a manner that prevents the growth of mold, mildew or other fungi by reducing or eliminating the sources of excessive moisture.
- c. Report immediately to the appropriate federal, state or local governmental agency any case of infectious or contagious disease occurring in the household or among any persons living or staying in the Dwelling Unit;
- d. Dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner;
- e. Use only in a reasonable manner electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities;
- f. Refrain from, and cause his/her household and guests to refrain, from destroying, defacing, damaging or removing any part of the premises or complex. The RESIDENT shall make no alterations or additions such as installing antennas or their guy wires, fences, shade awnings, window guards, wallpaper, ceiling fans, etc. to the premises.
- g. Conduct himself/herself and cause other persons who are on the premises with his/her consent to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their Dwelling Unit and will encourage the maintaining of the complex in a decent, safe and sanitary condition;
- h. To act in a cooperative manner with neighbors and PROPERTY MANAGER's staff. To refrain from and cause members of RESIDENT's household or guests to refrain from acting or **speaking in an abusive or threatening manner** toward neighbors and PROPERTY MANAGER's staff.
- i. **Resident shall not engage in illegal or other activities such as consumption of alcoholic beverages in common areas, excessive traffic and parties, etc. which impair the physical or social environment of the complex (see Addendum 6: Policy on Drug and Alcohol Use for further explanation, incorporated herein by reference);**
- j. RESIDENT agrees that premises are not to be used for any illegal purposes, nor to display on or about the premises any signs without the prior written approval of PROPERTY MANAGER, **nor to make any repairs or alterations or install any equipment without the written consent of PROPERTY MANAGER;**
- k. RESIDENT agrees to maintain grounds and landscaping adjacent to his/her Dwelling Unit, as applicable. In the event RESIDENT fails or neglects to maintain grounds as assigned, RESIDENT shall pay to PROPERTY MANAGER any and all expenses incurred by PROPERTY MANAGER in the maintenance or repair of said grounds rendered necessary by such failure or neglect on the part of RESIDENT. PROPERTY MANAGER may exempt elderly or disabled residents from this obligation;
- l. Resident agrees to regularly test the smoke detector(s) and agrees to notify PROPERTY MANAGER immediately of any problem, defect, malfunction or failure of the smoke detector(s);
- m. RESIDENT understands the unit is used solely as the RESIDENT's place of residence, and must promptly notify PROPERTY MANAGER of any extended absences, and that if RESIDENT does not personally reside in the unit for a period exceeding 60 consecutive days, the PROPERTY MANAGER shall work with supportive services provider staff to determine if the extended absence of the RESIDENT is the result of inpatient treatment related to the RESIDENT's mental illness or substance abuse/co-occurring disorder. If it is determined the extended absence is for reasons other than health or an emergency, the RESIDENT will be in violation of the lease and shall be deemed to have abandoned the unit and PROPERTY MANAGER may take the appropriate steps to terminate tenancy. A prolonged absence alone would constitute grounds for an Unlawful Detainer Action (UDA) based on cause, regardless of whether or not the Resident continues to pay rent.
- n. The RESIDENT agrees to refrain from driving, repairing or parking any vehicle on the lawn or sidewalks and to refrain from parking trucks, trailers, vehicles that are leaking fluids or non-operating vehicles on the lawn, driveway, parking spaces or other areas of use provided under provisions of this lease. Vehicles left in a non-operating condition for more than 72 consecutive hours may be deemed abandoned and may be removed by local law enforcement agency. RESIDENT further agrees to obey all parking signs posted in the complex. The PROPERTY MANAGER reserves the right to have any vehicle removed from the premises at the expense of the RESIDENT for failure to comply with any applicable local or state regulations or PROPERTY MANAGER parking rules.
- o. Vandalism must be reported immediately by RESIDENT to PROPERTY MANAGER and the local law enforcement agency. RESIDENT must obtain a copy of the incident report from the local law enforcement agency. **A copy of this report must be submitted to PROPERTY MANAGER within seven (7) days from the date the incident occurred.** If it is determined to be vandalism, RESIDENT will not be charged for those damages.
- p. The RESIDENT agrees to refrain from permitting his/her children or guests' children to play on roofs, in public hall and stairways, parking spaces, fences, trees and shrubbery. RESIDENT shall be held responsible for any damage to PROPERTY MANAGER property caused by their children or guests' children.
- q. The RESIDENT agrees to take every care to prevent fires, not to keep gasoline, solvents or other inflammable materials or substances in the Dwelling Unit, storage rooms, patios, carports, or water heater closet, as applicable, and to exercise particular caution with respect to children playing with matches.

- r. The RESIDENT shall not keep or allow keeping or maintaining upon said premises, any item or permit any act to be done which will cause an increase in the rate of insurance upon or endanger said premises.
- s. Since it is the responsibility of the PROPERTY MANAGER to provide decent, safe and sanitary housing, the PROPERTY MANAGER expects the RESIDENTS to abide by the following:
  - 1. The RESIDENT and member(s) of household, guests of RESIDENT and/or member(s) of household, and/or persons invited by the RESIDENT and/or member(s) of household, shall not commit on or off the premises any criminal act, including but not limited to, criminal acts either defined as, (i) a felony, or (ii) a misdemeanor involving moral turpitude, or (iii) a misdemeanor which involves the use of, sale of or possession of any narcotic, controlled substance and/or drug, and/or the theft of any property and/or the possession of any stolen property. It is not required that the RESIDENT, member(s) of household, guest(s) or invitee(s) be convicted of such felony or misdemeanor. All that is required to support an eviction is that there is just cause to believe, based on substantial evidence that the RESIDENT, member of household, guest, or invitee has engaged in any such above-described. PROPERTY MANAGER deems that the RESIDENT is liable and responsible and therefore subject to eviction for the above-described acts. If, in eviction proceedings before a court of law and/or in an arbitration, a RESIDENT raises as an affirmative defense to the eviction that the RESIDENT did not know, or could not reasonably have known about the criminal act(s) at issue, the RESIDENT has the burden to prove that claim to the court and/or the arbitrator.
  - 2. The commission of any criminal act of physical violence to persons or property on or off the premises where the Dwelling Unit is located, or the illegal use, possession, sale or distribution of narcotics on or off said premises, by the RESIDENT or member of the RESIDENT's household or guest(s), constitutes a serious violation of this lease and shall be grounds for termination of this lease.
  - 3. **Any individual convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the Renaissance at Trinity premises or any property managed by PROPERTY MANAGER will be immediately and permanently terminated of their tenancy according to Section 428 of the FY 1999 HUD Appropriations Act, Section 16, Subsection (f). Premises are defined as the building or complex, including common areas and grounds as defined in the HUD Federal Register.**



**Planning Commission Minutes Excerpt**  
**May 4, 2016**

4.2 General Plan Amendment #16-01 and Zone Change #423, initiated by Eddie Laplante and Daniel Kazakos, on behalf of Landmark Hill Investments, LLC, property owner. This application is a request to change the General Plan and Zoning designations for an approximately 1.1 acre parcel, located on the north side of East 16<sup>th</sup> Street, approximately 245 feet east of G Street. The requested change is to amend the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) and to change the Zoning designation from Thoroughfare Commercial (C-T) to High Density Residential (R-4) to allow the conversion of an existing 37-unit motel to a 41-unit supportive housing complex with an on-site manager's residence.

Commissioner PADILLA recused himself due to the fact that he had previously done business with one of the parties involved with the project and left the dais.

Associate Planner NELSON reviewed the report. For further information, refer to Staff Report #16-10.

Public testimony was opened at 7:31p.m.

Speakers from the Audience in Favor:

DANIEL KAZAKOS, Merced, the applicant, who provided the Commission with a packet regarding the 2015 HOPE Medical Respite Care Report.

GLORIA M. SANDOVAL, Merced

BRYAN BLEW

Neutral Speaker from the Audience:

TIM LAND, Merced

Speaker from the Audience in Opposition:

CINDY MORSE, Merced

DANIEL KAZAKOS, Merced, the applicant, spoke in rebuttal to comments made during the public testimony.

The Commission questioned the applicant regarding several concerns that included: background checks, the tenant to on-site clinic personnel ratio,

disciplinary procedures, instituting a Sober-Living Agreement for the tenants, the proximity of the site to a future project, the feasibility of so few cars being allowed on-site and how they would affect the tenants' mobility, inclusion of an incentive program to support tenant progression so this doesn't become permanent housing for an individual, whether this was for local residents or for those outside the County, and whether this project complied with the City's fire safety codes.

Director of Development Services/Chief Building Official GONZALVES confirmed that the project complied with necessary building and fire codes.

Mr. KAZAKOS responded to the Commission's questions. He explained that he did not intimately know the process regarding background checks, but added that the CoC (Continuum of Care) used a questionnaire that facilitates their process and allows for a variety of checks. With regard to discipline, Mr. KAZAKOS advised that if a tenant violated any conditions of the Housing Agreement, they would be removed from the program. He stated that the Sober-Living Agreement was not a pertinent measure of the Housing First model. In closing, Mr. KAZAKOS clarified that per federal guidelines, the program cannot exclude anyone from outside the county; however, there is a preference for Merced County residents.

Mr. BLEW gave a brief synopsis of his history and experience with Horizons Unlimited and the Housing First program and an overview of the structure of the program and its success in other counties.

Public testimony was completed at 8:54 p.m.

The majority of the Commissioners commended the applicant for his attempt to improve the homeless situation; however, they voiced concerns of the proximity of the project to the downtown area, the lack of a Sober-Living Agreement, and lack of incentives to move on to other housing options, and suggested the applicant find a more suitable location.

Commissioner BAKER suggested that the proposed improvements to the project site will add an aesthetic appeal to the area for those coming off the freeway. He added that the proposed project is a good start in the improvement of the homelessness situation.

M/S COLBY-SMOOT, and carried by the following vote, to recommend to the City Council denial of a Negative Declaration regarding Environmental Review #16-09, and denial of General Plan Amendment #16-01 and Zone Change #423 (RESOLUTION # 3066):

AYES: Commissioners Dylina, McLeod, Smith, Smoot, and  
Chairperson Colby

NOES: Commissioner Baker

ABSENT: None

ABSTAIN: Commissioner Padilla

**CITY OF MERCED**  
**Planning Commission**

**Resolution #3066**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of May 4, 2016, held a public hearing and considered **General Plan Amendment #16-01 and Zone Change #423**, initiated by Eddie Laplante and Daniel Kazakos, on behalf of Landmark Hill Investments, LLC, property owner. This application is a request to change the General Plan and Zoning designations for an approximately 1.1 acre parcel, located on the north side of East 16<sup>th</sup> Street, approximately 245 feet east of G Street. The requested change is to amend the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) and to change the Zoning designation from Thoroughfare Commercial (C-T) to High Density Residential (R-4) to allow the conversion of an existing 37-unit motel to a 41-unit supportive housing complex with an on-site manager's residence; also known as Assessor's Parcel Number (APN): 034-204-002; and,

**WHEREAS**, the Merced City Planning Commission hereby adopts Findings K through M as follows:

FINDINGS FOR DENIAL OF GPA #16-01/ZC #423

- K) On May 4, 2016, the Planning Commission held a public hearing on the proposed General Plan Amendment #16-01/Zone Change #423 and heard testimony from four individuals, including the applicant.
- L) Although the Planning Commission felt that the applicant's goals for the project and desire to help the homeless problem in the community were worthy, the Planning Commission agreed that the location was not ideal due to its close proximity to Downtown, which already houses a number of homeless service programs, and the safety of pedestrian and bicycle traffic and disabled access in such close proximity to the Highway 99 off-ramp and high speed traffic.
- M) The Planning Commission was concerned about the lack of requirements for the tenants to sign a "sober living agreement" and the lack of a structured treatment program for alcohol and substance abuse issues and mental health issues. The Commission was also concerned about the lack of incentives in the program for tenants to resolve their

PLANNING COMMISSION RESOLUTION #3066

Page 2

May 4, 2016

issues and move onto other housing and employment options as well as the lack of information provided regarding the success rate of similar programs.

**NOW THEREFORE**, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council denial of a Negative Declaration regarding Environmental Review #16-09, and denial of General Plan Amendment #16-01 and Zone Change #423.

Upon motion by Chairperson Colby, seconded by Commissioner Smoot, and carried by the following vote:

AYES: Commissioners Dylina, McLeod, Smith, Smoot, and  
Chairperson Colby

NOES: Commissioner Baker

ABSENT: None

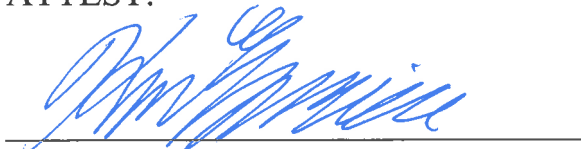
ABSTAIN: Commissioner Padilla

Adopted this 4<sup>th</sup> day of May 2016



Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:



Secretary



**CITY OF MERCED**  
**Planning & Permitting Division**

**STAFF REPORT: #16-10**

**AGENDA ITEM: 4.2**

**FROM:** Kim Espinosa,  
Planning Manager

**PLANNING COMMISSION**  
**MEETING DATE:** May 4, 2016

**PREPARED BY:** Julie Nelson,  
Associate Planner

**CITY COUNCIL**  
**MEETING DATE:** June 6, 2016  
(Tentative)

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**SUBJECT:** **General Plan Amendment #16-01 and Zone Change #423**, initiated by Eddie Laplante and Daniel Kazakos, on behalf of Landmark Hill Investments, LLC, property owner. This application is a request to change the General Plan and Zoning designations for an approximately 1.1 acre parcel, located on the north side of East 16<sup>th</sup> Street, approximately 245 feet east of G Street. The requested change is to amend the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) and to change the Zoning designation from Thoroughfare Commercial (C-T) to High Density Residential (R-4) to allow the conversion of an existing 37-unit motel to a 41-unit supportive housing complex with an on-site manager's residence. \*PUBLIC HEARING\*

**ACTION:** PLANNING COMMISSION:

Recommendation to City Council

- 1) Environmental Review #16-09 (Negative Declaration)
- 2) General Plan Amendment #16-01
- 3) Zone Change #423

CITY COUNCIL:

Approve/Disapprove/Modify

- 1) Environmental Review #16-09 (Negative Declaration)
- 2) General Plan Amendment #16-01
- 3) Zone Change #423

**SUMMARY**

The project site is located on the north side of East 16<sup>th</sup> Street, approximately 245 feet east of G Street (Attachment A). The site was most recently used as a 39-unit motel with a manager's quarters located at the rear of the property (Attachment B). The proposed project would convert the 39 existing motel rooms into 41 supportive housing units for very low- and extremely low-income residents. Fifteen of the units would be used for medical recovery care. The remaining 26 units would provide permanent, supervised housing. A medical clinic also would be provided on site (within the existing motel building) and the existing manager's unit fronting the alley would remain to serve as an office and on-site manager's unit. In addition, a community building would

be constructed near the center of the site, which would provide a community kitchen, offices for mental health practitioners, and a place to hold group activities on site.

In addition to providing housing, the tenants would be provided with job skills training. They would also have access to medical, dental, and mental healthcare, and 24-hour management would be provided at the site.

More details about the project has been provided in a handout distributed by the applicant at Attachment D.

One of the primary goals of this project is to reduce vehicular impacts and encourage alternate means of transportation. In order to help accomplish this goal, tenants would not be allowed to have vehicles on the site per their rental agreements. In addition, in order to encourage alternate means of transportation, the applicants are providing covered bicycle parking, pedestrian pathways throughout the site, and tenants would be provided with free bus passes. The developer is working with the Merced County Transportation Authority to install a bus pull-out on 16<sup>th</sup> Street in close proximity to the site. Because of the emphasis on reducing the number of vehicles on the site, the applicants have proposed to dramatically reduce the number of vehicle parking spaces on site. Additional information on the parking requirements for this project is provided later in this report.

The site currently has a General Plan and Zoning designation of Thoroughfare Commercial. The Thoroughfare Commercial (CT) General Plan and Zoning designations allow hotels and motels (transitory dwelling uses), but does not allow for permanent residential uses such as the supportive housing project proposed. Therefore, in order to allow the proposed project, a General Plan Amendment to High Density Residential (HD) and a Zone Change to R-4 are required. Because the proposal is for a specific use with a dramatic reduction in on-site parking spaces, staff is recommending the zone be changed to Conditional R-4 Zoning which would provide a mechanism to ensure other multi-family uses could not locate at this site without providing additional parking or providing other alternatives to meet the parking requirements for multi-family dwellings. With Conditional Zoning, the property owner enters into an agreement with the City of Merced addressing the special provisions for the development. The agreement is recorded and runs in perpetuity with the land.

Staff is recommending approval subject to the conditions included in this report.

## **RECOMMENDATION**

Planning staff recommends that the Planning Commission recommend approval of Environmental Review #16-09 (Negative Declaration), General Plan Amendment #16-01, and Zone Change #423 (including the adoption of the Resolution at Attachment I) subject to the following conditions:

- \*1) The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan), - Attachment C of Staff Report #16-10, except as modified by the conditions.
- \*2) The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
- \*3) All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

- \*4) Approval of the General Plan Amendment and Zone Change is subject to the applicant's entering into a written (developer) 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 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 (with counsel selected by the City), 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 such governmental entity. City shall promptly notify the developer/applicant 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 developer/applicant 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.
- \*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 developer shall work with the City Engineer to determine the requirements for storm drainage on the site and the method used to move the storm water to the City's storm drainage system. The developer shall provide all necessary documentation for the City Engineer to evaluate the storm drain system. All storm drain systems shall be installed to meet City Standards and state regulations.
- \*8) 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).

- \*9) Street trees shall be provided per City Standards. Tree species shall be selected from the City's approved street tree list.
- \*10) Appropriate turning radii shall be provided within the parking area to allow for Fire Department access.
- \*11) All driveways into the site shall comply with City Standards and all handicap accessibility requirements.
- \*12) 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" or the most recent water regulations adopted by the State and City addressing water conservation measures. If turf is proposed to be installed in park-strips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed. All irrigation provided to street trees or other landscaping shall be provided with a drip irrigation or micro-spray system.
- \*13) Detailed landscape and irrigation plans shall be submitted at the building permit stage. These plans shall include all on-site landscaping and all required landscaping in the public right-of-way.
- \*14) As required by Merced Municipal Code Section 17.04.050 and 17.04.060, full public improvements shall be installed/repared if the permit value of the project exceeds \$85,000.00. Public improvements may include, but not be limited to, repairing/replacing the sidewalk, alleyway, 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.
- \*15) In order to ensure safe pedestrian access, a sidewalk shall be installed on the west side of E Street from Main Street to the alley and installed or reconstructed as needed from the project site to the proposed bus stop on East 16<sup>th</sup> Street. The alleyway shall be reconstructed between D and E Streets. Details to be worked out with Engineering staff.
- \*16) All mechanical equipment shall be screened from public view.
- \*17) If the use changes from this specific tenant/business, sufficient parking in compliance with the City's Zoning Ordinance shall be provided to serve the new tenant/business, unless otherwise approved by the Director of Development Services.
- \*18) If gates are installed on the site preventing vehicular access, "click 2 enter" access shall be provided on all gates to provide access to the site for emergency personnel (i.e., police, fire, ambulance, etc.).
- \*19) Sufficient parking shall be provided for the healthcare services being provided on site. If a problem arises due to a lack of parking for the services provided on the site, the developer shall provide sufficient parking or reduce the services provided at the site, or provide an alternate means of transportation to the site for clients seeking services.
- \*20) All units shall comply with the handicap accessibility requirements of the California Building Code.
- \*21) Fire sprinklers shall be provided to all dwelling units and other areas as required by the California Fire Code.

- \*22) If a kitchen is provided in the Community Building, it shall meet the requirements of the building, fire, health and safety, and any other applicable codes for a “commercial kitchen.”
- \*23) Prior to any demolition work being done (interior or exterior), the applicant shall obtain all necessary approvals from the San Joaquin Valley Air Pollution Control District and a demolition permit from the City of Merced Inspection Services Department if required.
- \*24) The applicant shall work with the City’s Refuse Department to determine the best location for the refuse enclosure. The enclosure shall be constructed per City Standards.
- \*25) A backflow prevention device shall be provided for all water services (i.e., domestic, irrigation, and fire) with appropriate screening of those devices installed. Details to be worked out with staff.
- \*26) All healthcare practitioners operating on the site, shall obtain a City of Merced Business License and possess all required state licenses to operate in such capacity.
- \*27) Prior to the issuance of a building permit, the project applicant or any successor in interest, shall retain a licensed professional or firm to evaluate noise levels affecting the project site, and whether the existing structures can attenuate existing transportation noise levels sufficiently to meet the City’s interior standard of 45 dB ldn. If interior standards cannot be met by the existing structures, the report shall identify measures necessary to meet the interior standards. Prior to occupancy, all needed structural improvements shall be completed.
- \*28) The site is located within the City’s Design Review boundary. As such, any exterior changes to the building or changes to the site require Design Review approval. Such approval may be granted by staff or referred to the Planning Commission, as determined by the Director of Development Services.
- 29) Healthcare, including medical, dental, and mental health care, is allowed within the areas designated on the site plan as “clinic” and “office” (in the community center). No other commercial uses, except those meeting the requirements of a Home Occupation, shall be allowed on the site.
- 30) Sufficient lighting shall be provided on the site to create a safe environment. Lighting shall be provided throughout the site, including along the alleyway. Lighting from the site shall not spill-over onto any adjacent properties.
- 31) Animals shall not be housed in the animal companion area overnight.
- 32) An on-site manager shall be provided and be available 24 hours a day, 7 days a week.
- 33) The developer and management shall be responsible for keeping the site clean and free of trash, debris, and graffiti.
- 34) Each single-occupancy unit is allowed one tenant. Each double-occupancy unit is allowed two tenants.
- 35) Secure access and lighting shall be provided in the bike parking area.



- 36) Security cameras shall be installed on the site and along the alleyway near the bike parking area.
- 37) All parking lot and building lighting shall be shielded or oriented in a way that does not allow “spill-over” onto adjacent lots 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.
- 38) The site would be eligible for a building sign equal to one-square-foot of sign area for each linear foot of building frontage. No freeway signs shall be allowed for this use. The two existing freeway signs shall be removed prior to occupancy of the units. A building permit is required prior to the installation of any permanent signing. A Temporary Banner Permit shall be obtained prior to installing any temporary banners. Freestanding temporary signs (i.e., sandwich board, A-frame, feather, or moveable signs of any type) are not allowed.
- 39) The property owner shall enter into a Conditional Zoning Agreement with the City to ensure compliance with the above conditions.

(\*) Denotes non-discretionary conditions.

### **PROJECT DESCRIPTION**

The project involves the conversion of an existing 39-unit motel located at 254 East 16<sup>th</sup> Street (Attachment A) into a 41-unit supportive housing development with an on-site manager’s unit. Thirty-seven of the units would be single-occupancy units and four units would be double-occupancy units. Fifteen units (including the double-occupancy units) would be used for respite care.

In addition to housing, the development would also provide a healthcare facility, a community building with a kitchen, laundry facilities, and offices, a companion animal area, and covered bicycle parking (refer to the site plan at Attachment C).

The Esperanza Project’s goal is to provide housing for homeless individuals. The Esperanza Project will incorporate the “Housing First” project model which is based on the concept of providing housing first, then combining that housing with supportive treatment services in mental and physical health, substance abuse, education, and employment.

The project would use the “Coordinated Entry System” to determine the level of vulnerability of possible tenants and would seek to help those considered most vulnerable within the City. Although a priority would be given to homeless individuals within the City of Merced, individuals may be accepted from locations throughout the County and possibly other jurisdictions.

The project is a collaborative effort involving the Merced County Continuum of Care, Horizons Unlimited, the Merced Community Development Corporation, and Hope Medical Respite (Attachment G). Funding sources would include tax credits and possibly state and federal funding sources. The project is not receiving any funding from the City of Merced. However, City Housing staff has provided assistance and direction to the applicants in their efforts to obtain funding for the project.

Because the project is intended to help homeless individuals who most likely would not have vehicles and is designed to encourage alternate means of transportation (i.e., public transportation,

walking, bicycles, etc.), the site only provides 15 parking spaces. This is substantially lower than what would normally be required for a multi-family development. Therefore, staff is proposing the use of Conditional Zoning to allow this specific use with a reduction in parking, but any other uses in the future would be required to meet the normal parking requirements for a multi-family development.

Surrounding uses are noted at Attachment A.

<b>Surrounding Land</b>	<b>Existing Use of Land</b>	<b>Zoning Designation</b>	<b>City General Plan Land Use Designation</b>
North	Single Family Residential	R-2	Low to Medium Density Residential (LMD)
South	E 16 <sup>th</sup> Street (4 lanes)/ Hwy. 99	C-G	General Commercial (CG)
East	Auto body repair shop	C-T	Thoroughfare Commercial (CT)
West	Multi-family residential	R-4	High Density Residential (HD)

## **BACKGROUND**

This site has historically been used as a motel. It was originally the California Motel and later changed to the Cal Best Motel. A search of City records didn't reveal the dates the motel closed. Staff was also unable to locate any building permit records indicating the date of construction. A search of historic resource data did not indicate that the site has any historic significance.

Based on the fact that no current or recent records were located, staff would assume the motel has been closed for many years. The site is currently in a state of disrepair and has been fenced off to try to keep people from trespassing.

## **FINDINGS/CONSIDERATIONS:**

### **General Plan Compliance and Policies Related to This Application**

- A) The proposed project would comply with the General Plan designation of High Density Residential (HD) and the zoning designation of R-4 if the proposed General Plan Amendment and Zone Change applications are approved.

The proposed project would help achieve the following goals and policies of the Housing Element of the General Plan:

*Goal H-1: New Affordable Housing Construction*

*Policy H-1.1. Support Development of Affordable Housing.*

*Policy H-1.1.e Encourage Alternate Housing Types.*

*Policy H-1.7 Support Housing to Meet Special needs.*

*Policy H-1.7.b Promote and Develop Housing to Meet Special Needs.*

*Policy H.3.1.b Coordinate with Local Agencies to Provide Housing Assistance to Extremely Low, Very Low, and Low Income Households.*

### **Traffic/Circulation**

- B) The site is located on the north side of East 16<sup>th</sup> Street, approximately 240 feet east of G Street and just at the base of the off-ramp from State Route 99 to East 16<sup>th</sup> Street (Attachment A). The site has a driveway access from East 16<sup>th</sup> Street as well as access from the alley north of the property.

The Institute of Transportation Engineers (ITE) Trip Generation Rates Manual (9<sup>th</sup> Edition) is used to estimate the number of trips generated by a particular use. The Manual lists 0.47 trips during the PM peak hour per room for a motel. Therefore, the existing motel use would generate 17.39 trips during the PM peak hour. However, not all specific uses are identified in the Manual. For the respite care housing project, the listed uses that most closely matches the proposed use is a Congregate Care Facility, with a PM peak hour trip generation rate of 0.17 per dwelling unit. Including the manager's apartment with a 0.62 trip per unit during the PM peak hour, the proposed 40-unit respite care housing project would generate 7.42 trips during the PM peak hour. Further, the project includes features that would reduce the overall vehicle miles traveled, such as: 20 rideshare bicycles and secured bike parking; offsite improvements to the pedestrian and bicycle network, including installation of a sidewalk on the west side of E Street between Main Street and the alley, reconstruction of the alley between D and E Streets, reconstruction and extension of sidewalk along 16<sup>th</sup> Street, west of the site, and the expansion of an existing bus stop (Attachment E); and residents would be eligible for free bus passes. Since the proposed project would result in fewer trips than the previous motel uses, there would be no reduction in the Level of Service (LOS) as a result of the project.

### **Parking**

- C) The project is proposing to provide a total of 15 parking spaces. For a typical multi-family project with 42 units (41 tenants and one on-site manager), a total of 71 parking spaces would be required. Therefore, the site is only providing approximately 21 percent of the required number of parking spaces. However, as previously described, one of the goals of this project is to promote alternate transportation and reduce vehicles miles traveled. The developer plans to implement several strategies to carry out this goal (i.e., pedestrian access, bus passes for tenants, etc.).

Because this project is unique in the type of tenants it would house as well as the amenities it provides to encourage alternate means of transportation, staff has proposed to use Conditional Zoning (Condition #39) which would allow this specific project to operate with only 15 parking spaces, but would require any other future use to comply with the minimum parking requirements of the Zoning Ordinance (Condition #17).

The onsite clinic is planned to be open during normal business hours and would provide services to the general public, not just the tenants on-site. This may generate more traffic to the site, but through the design features which encourage alternate transportation, the intent of the development would be for patients not to drive to the site, but to use the bus or other means of transportation to get to the site. The parking spaces on site would provide parking for the staff working in the clinic, providing services in the offices and community building, and for the Esperanza Project staff.

### **Public Improvements/City Services**

- D) The site is served by City sewer and water services and has public access by the way of 16<sup>th</sup> Street and the alley north of the property. Sidewalks exist in front of the subject site, but would need to be replaced/installed from the subject site west to the point of the proposed bus stop. Sidewalk would also need to be installed on the west side of E Street from Main Street south to the alley. Additionally, the alley would need to be reconstructed along the property frontage from D Street to E Street. Refer to the map at Attachment E for the location of the required public improvements. The cost of these improvements are the sole responsibility of this project. Conditions #14 and #15 address the requirements for public improvements.

### **Building Design**

- E) The buildings are single-story units laid out in a U-shape design. The basic design of the units would not change. Thirty-six of the motel units would be converted to single-occupancy dwelling units and four units would be double-occupancy units. The area previously used as the motel office would be converted to a health clinic. The developer would make cosmetic changes to the exterior and bring the buildings up to current code requirements, including disabled accessibility. A portion of the unit behind the motel would be converted to an office for the manager and the remainder of the structure would be the on-site manager's unit. The manager's unit/office behind the main buildings would also be upgraded with cosmetic changes and to meet current code requirements. As required by Condition #28, Design Review approval would be required for exterior changes to the buildings.

### **Site Design**

- F) The site has access from West 16<sup>th</sup> Street and two driveways into the site (Attachment B). The design of the site would remain mostly unchanged with the exception of the construction of the community building near the center of the site (Attachment C). Gates would be added to both driveways into the site. The existing parking spaces in front of each unit would be eliminated other than those in front of the northern-most units. An additional four parking spaces would be added behind the units along the alley. A secure covered bicycle parking area would be constructed at the northeast corner of the site and a covered animal companion area would be built adjacent to the bicycle parking area. Pedestrian access would be added from the alleyway along the east side of the site providing access to the front of the site and the clinic. Pedestrian access would also be provided on the west side of the site from the manager's unit running in front of the units on the west side of the site. Sidewalks would provide access along the front of the site to the proposed bus stop along East 16<sup>th</sup> Street, west of the site.

### **Landscaping**

- G) Landscaping would be provided throughout the site. Details of the landscape plan would be provided at the building permit stage per Conditions #12 and #13.

### **Neighborhood Impact/Interface**

- H) The area to the north of the site is zoned R-2, which allows one and two family dwelling units (Attachment A). There is a church located at the corner of East Main Street and D Street. To the west of the site is a multi-family development which was also previously a motel, but was converted to a multi-family complex in 1981. A Zone Change and General Plan Amendment was approved for that site in 1981 allowing the conversion of the motel to a multi-family complex, also utilizing Conditional Zoning. An automotive repair shop is located to the east of the site.

The applicant held a community forum on Monday, April 25, 2016 (Attachment F). Prior to the meeting, the applicant handed out flyers notifying the tenants and property owners within the area of the forum. At the meeting, there were approximately 6 individuals from the area in attendance. Some of the concerns voiced at the meeting were: 1) crime in the area that appears to be attributed to homeless individuals; 2) the pedestrian traffic through the alley that may also be associated with the crime in the area; and, 3) the types of tenants that would be living at the development. The developer explained the way the program would work using the Housing First model and the coordinated entry system to screen tenants. He also explained that the tenants would be required to sign a lease and be bound by rules and that a manager would be on-site at all times.

The site is currently blighted and has been abandoned and boarded up for quite some time. Although it has been enclosed by a fence, it has still attracted vagrants and has been a nuisance to the neighborhood. The proposed development would clean up the site and provide on-site management at the site. In addition, as previously mentioned, all tenants would be required to adhere to the rules and regulations of their lease agreement.

### **Signage**

- I) The project would be allowed signs in compliance with the City's Sign Ordinance. Because the site is located within the City's Design Review Boundary, the sign regulations for Downtown would apply. As such, the site would be eligible for a building sign equal to one-square-foot for each linear foot of building frontage. The two existing freeway signs are not in compliance with the regulations and would have to be removed (Condition #38).

### **Environmental Clearance**

- J) The Planning staff has conducted an environmental review (Initial Study #16-09) of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and a Draft Negative Declaration (i.e., no significant adverse environmental effects have been found) is being recommended (Attachment H).

### **Attachments:**

- A) Location Map
- B) Existing Site Plan
- C) Proposed Site Plan
- D) Applicant's Information on Project

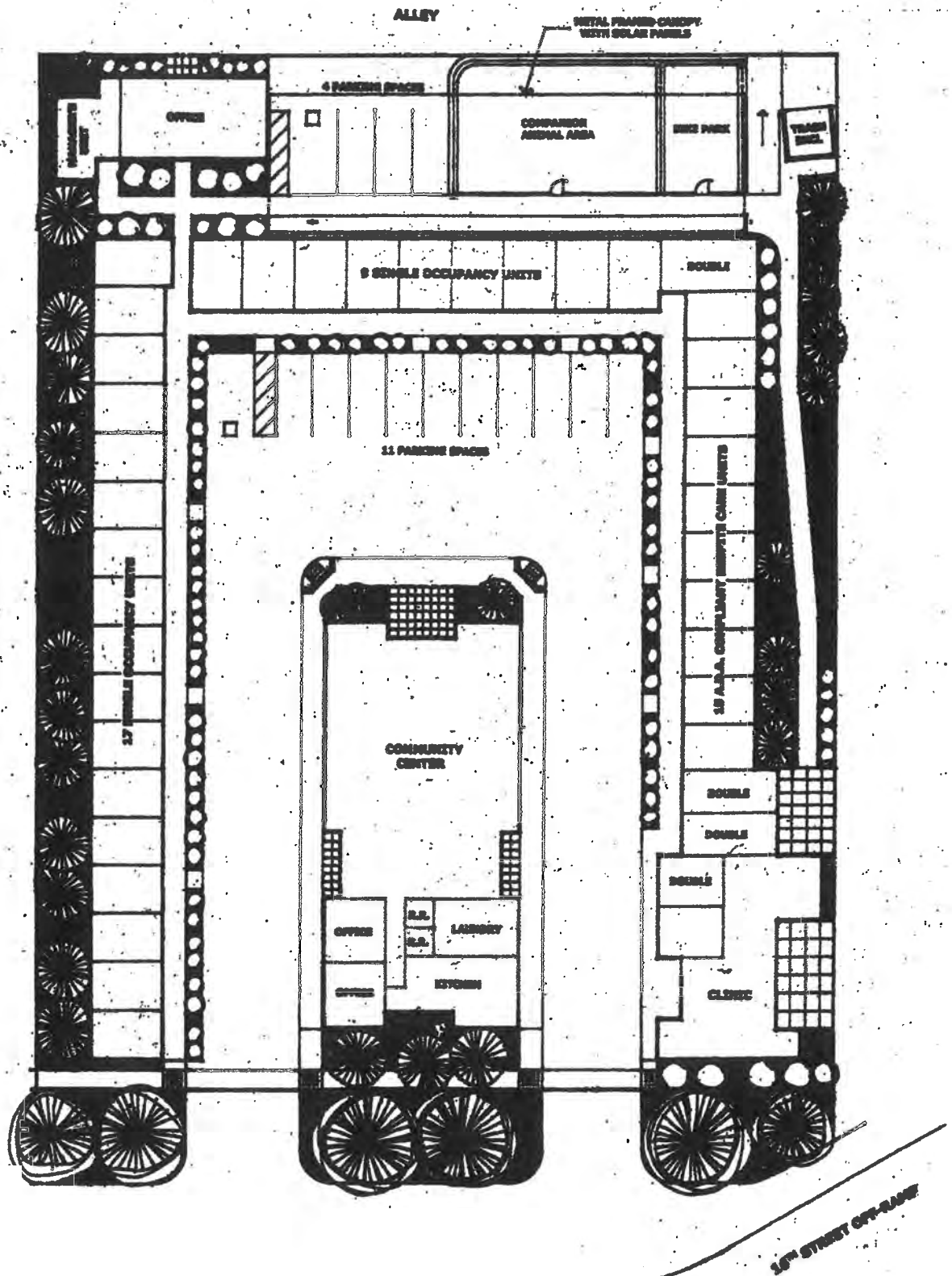
Refer to Admin Report for  
Attachments A, B, and D through G



- E) Public Improvements Required
- F) Public Forum Flyer
- G) Hope Respite Information
- H) Initial Study #16-09
- I) Draft Planning Commission Resolution

Ref: *N:\SHARED\PLANNING\STAFFREP\SR2016\SR #16-10 (GPA #16-01 & ZC #423 - 254 E 16th St).docx*

E St.



East 16th Street

## ESPERANZA SITE PLAN

**CITY OF MERCED**  
**PLANNING & PERMITTING DIVISION**

**TYPE OF PROPOSAL:** General Plan Amendment #16-01 and Zone Change #423

**INITIAL STUDY:** #16-09

**DATE RECEIVED:** March 16, 2016 (date application determined to be complete)

**LOCATION:** 16<sup>th</sup> Street at the base of the Northbound Off-ramp from SR99 to  
East 16<sup>th</sup> Street  
(205 E. 16th Street)

**ASSESSOR'S PARCEL NUMBERS:** 034-204-002

(SEE ATTACHED PUBLIC HEARING NOTICE AND MAP AT ATTACHMENTS H AND I.)

Please forward any written comments by May 4, 2016 to:

Julie Nelson, Associate Planner  
City of Merced Planning & Permitting Division  
678 West 18<sup>th</sup> Street  
Merced, CA 95340  
209-385-6967  
nelsonj@cityofmerced.org

Applicant Contact Information:

Merced County Development Corporation  
Attn: Daniel Kazakos  
1666 N Street  
Merced, CA 95340  
209-261-4274

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**PROJECT DESCRIPTION**

The subject site is a 1.12-acre parcel located at 205 E. 16th Street at the base of the northbound off-ramp from State Route 99 to E. 16th Street (Attachment A). The site is currently zoned Thoroughfare Commercial (C-T) and has a General Plan designation of Thoroughfare Commercial (CT). The applicant has submitted a request to change the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) and to change the Site zoning designation from Thoroughfare Commercial (C-T) to High Density Residential (R-4) to allow the rehabilitation of an existing motel to provide housing and medical care to those who are at-risk of homelessness and of low and extremely low income.

The applicant is proposing to rehabilitate an existing, but unused, 37-unit motel to provide 40 sleeping rooms and a manager's apartment, for a total of 41 units (Attachment B). Fourteen of the units in the main motel building would provide for medical recovery care. The remaining 26 units would provide permanent, supervised housing. A medical clinic also would be developed within the existing motel building. An existing detached building fronting the alley between D, E, Main, and E. 16<sup>th</sup> Streets would be renovated as a project office and apartment for the

complex manager. New construction on the site would include a 4,800 square foot community center with a kitchen and laundry room, internal walkways, a companion animal exercise area, and secured bike parking. Twenty rideshare bicycles would be provided for the use of the residents. With implementation of the proposed project, existing parking on the site would be reduced to 11 spaces with access to E. 16<sup>th</sup> Street, and four spaces with access to the alley at the rear of the Site. Proposed offsite improvements include installation of a sidewalk on the east side of E Street between Main Street and the alley, reconstruction of the alley between D and E Streets, reconstruction and extension of the sidewalk along 16<sup>th</sup> Street west of the Site, and the expansion of an existing bus stop. (Attachment C)

<b>Table 1      Surrounding Uses (Refer to Attachment A)</b>			
<b>Surrounding Land</b>	<b>Existing Use of Land</b>	<b>Zoning Designation</b>	<b>City General Plan Land Use Designation</b>
North	Single Family Residential	R-2	Low to Medium Density Residential (LMD)
South	East 16 <sup>th</sup> Street (4 lanes)	C-G	General Commercial (CG)
East	Auto body repair shop	C-T /	Thoroughfare Commercial (CT)
West	Multi-family residential	R-4	High Density Residential (HD)

## **1. INITIAL FINDINGS**

- A. The proposal is a project as defined by CEQA Guidelines Section 15378.
- B. The project is not a ministerial or emergency project as defined under CEQA Guidelines (Sections 15369 and 15369).
- C. The project is therefore discretionary and subject to CEQA (Section 15357).
- D. The project is not Categorically Exempt.
- E. The project is not Statutorily Exempt.
- F. Therefore, an Environmental Checklist has been required and filed.

## **2. CHECKLIST FINDINGS**

- A. An on-site inspection was made by this reviewer on March 30, 2016.
- B. The checklist was prepared on April 6, 2016.
- C. The *Merced Vision 2030 General Plan* and its associated EIR (SCH# 2008071069) were certified in January 2012. The document comprehensively examined the potential environmental impacts that may occur as a result of build-out of the 28,576-acre Merced SUDP/SOI. For those significant environmental impacts (Loss of Agricultural Soils and Air Quality) for which no mitigation measures were available, the City adopted a Statement of Overriding Considerations (City Council Resolution #2011-63). This document herein

incorporates by reference the *Merced Vision 2030 General Plan, the General Plan Program EIR* (SCH# 2008071069), and Resolution #2011-63.

As a subsequent development project within the SUDP/SOI, many potential environmental effects of the Project have been previously considered at the program level and addressed within the General Plan and associated EIR. (Copies of the General Plan and its EIR are available for review at the City of Merced Planning and Permitting Division, 678 West 18th Street, Merced, CA 95340.) As a second tier environmental document, Initial Study #16-09 plans to incorporate goals, policies, and implementing actions of the Merced Vision 2030 General Plan, along with mitigation measures from the General Plan EIR, as mitigation for potential impacts of the Project.

Project-level environmental impacts and mitigation measures (if applicable) have been identified through site-specific review by City staff. This study also utilizes existing technical information contained in prior documents and incorporates this information into this study.

### **3. ENVIRONMENTAL IMPACTS:**

Will the proposed project result in significant impacts in any of the listed categories? Significant impacts are those that are substantial, or potentially substantial, changes that may adversely affect the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. An economic or social change by itself shall not be considered a significant effect on the environment. A social or economic change related to a physical change may be considered in determining whether the physical change is significant. (Section 15372, State CEQA Guidelines. Appendix G of the Guidelines contains examples of possible significant effects.)

A narrative description of all “potentially significant,” “negative declaration: potentially significant unless mitigation incorporated,” and “less than significant impact” answers are provided within this Initial Study.

The California Supreme Court has clarified CEQA practice to limit the evaluation of environmental effects only to the impact of a proposed project on the environment, and not the effects of the environment on a project<sup>1</sup>. Thus, adverse effects from existing environmental hazards on a proposed new use would not be assessed for CEQA purposes, and no environmental conclusions would be reached. No mitigation could be required. The exception to this general rule would be if the construction or operation of the proposed project modified a condition on the project site or affecting the project site in a way that caused new or increased environmental effects offsite, or if implementation of the project exacerbated an existing condition for offsite uses.

This revision of CEQA practice affects the following issue areas in this Initial Study:

<sup>1</sup> California Building Industry Association v. Bay Area Air Quality Management District (2015) 62 Cal.4th 369.



**C. Air Quality**

Question 4 Exposure to Substantial Pollutant Concentrations

**F. Geology and Soils**

Question 1.a Earthquake Faults

Question 1.b Seismic Ground Shaking

Question 1.c Ground Failure/Liquefaction

Question 1.d Landslides

Question 4 Expansive Soils

**G. Hazards and Hazardous Materials**

Question 5 Public Airport Hazards

Question 6 Private Airport Hazard

Question 8 Wildland Fire Hazard

**H. Hydrology and Water Quality**

Question 7 Housing in Floodplain

Question 8 Structures in Floodplain

Question 9 Exposure to flood risk

Question 10 Inundation by seiche

**K. Noise**

Question 1 Expose Persons to Offsite Noise in Excess of Standards

Question 2 Expose Persons to Offsite Vibration

Question 5 Public Airport Noise

Question 6 Private Airport Noise

However, for many environmental hazards, local agencies such as the City of Merced impose requirements to avoid or reduce hazards. Similarly, local agencies have the ability to impose conditions of project approval to avoid or reduce hazardous conditions.

The following analysis is based upon Appendix G of the State CEQA Guidelines as used by the City of Merced. Because Appendix G has not been modified in response to the ruling of the California Supreme Court, the evaluation below follows the order of the questions posed by Appendix G. For traditionally evaluated impacts that are not now appropriate CEQA topics, the environmental conclusion has been replaced with the phrase “CEQA Not Applicable.” A discussion of the potentially hazardous condition follows, including recommended conditions of approval where appropriate.

## A. Aesthetics

### SETTING AND DESCRIPTION

The project site is fully developed and consists of an approximately 11,500-square-foot motel building, parking, and landscaping. A standalone building of approximately 1,300 square feet is located at the rear of the site, behind the main building. The site is surrounded by urban development consisting of high density residential, institutional, and heavy commercial uses. The site is primarily visible to motorists on E. 16<sup>th</sup> Street.

The site is not located within a designated scenic corridor and there are no scenic vistas visible from the site. The topography of the site is level and there are no outstanding features noted.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>A. <u>Aesthetics.</u></b> Will the project:				
1) Have a substantial adverse effect on a scenic vista?				✓
2) Substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
3) Substantially degrade the existing visual character or quality of the site and its surrounding?				✓
4) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				✓

#### 1) No Impact

This site is currently developed and the visible changes to the site would be constructed in a style that matches the existing construction. No designated scenic vistas exist on the project site or in the project area. Therefore, no impacts in this regard would occur either with the General Plan Amendment or Zone Change.

#### 2) No Impact

There are no officially designated State Scenic Highways or Routes in the project vicinity. Therefore, the project would have no impact on scenic resources, such as rock outcroppings, trees, or historic buildings within a scenic highway.

#### 3) No Impact

This site is currently developed and the visible changes to the site would be constructed in a style that matches the existing construction. Therefore, there would be no change to the visual character of the site as a result of the proposal.

#### 4) No Impact

Construction and operation of the new Community Center building, new facilities adjacent to the alley, and new on- and offsite walkways would include the installation of new safety lighting. This new lighting could be a source of light or glare that would affect views in the area, especially residential areas to the north of the project site. However, the City of Merced has adopted the California Green Building Standards Code as Section 17.07 of the Merced Municipal Code. As administered by the City, the Green Building Standards Code prohibits the spillage of light from one lot to another. This would avoid any new glare effects for existing residents living north and east of the project site.

## B. Agriculture Resources

### SETTING AND DESCRIPTION

Merced County is among the largest agriculture producing Counties in California (ranked fifth), with a gross income of more than \$4.4 billion in 2014. The County's leading agriculture commodities include milk, almonds, cattle and calves, chickens, sweet potatoes and tomatoes.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>B. <u>Agriculture Resources.</u></b> Will the project:				
1) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and monitoring Program of the California Resources Agency, to non-agriculture?				✓
2) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
3) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				✓
4) Cause development of non-agricultural uses within 1,000 feet of agriculturally zoned property (Right-to-Farm)?				✓

#### 1) No Impact

The project site is located within the city limits of Merced and is surrounded by urban development. The California Department of Conservation prepares Important Farmland Maps through its Farmlands Mapping and Monitoring Program (FMMP). The system of classifying areas is based on soil type and use. According to the 2014 Merced County Important Farmlands Map, the project site is classified as "Urban and Built-Up Land." Therefore, there is no impact on farmland as a result of this project.

2) **No Impact**

There are no Williamson Act contract lands in this area.

3) **No Impact**

There is no land adjacent to the site currently being used for farmland. The site is surrounded by urban uses. The proposed project would not cause any land to be converted from farmland.

4) **Less than Significant Impact**

As stated above, the area surrounding the site is completely developed with urban uses. The proposed development would not cause the use of this land to change.

## **C. Air Quality**

### **SETTING AND DESCRIPTION**

The San Joaquin Valley Air Pollution Control District (SJVAPCD) will review the project to assess the impact to air quality and to establish acceptable mitigation measures. Hence, the City recognizes that additional mitigation measures may be applied to the development of the project. While the action of the SJVAPCD is independent of City reviews and actions, their process allows the City to review proposed mitigation measures that could affect project design and operation. Any proposed changes are subject to approval by the City.

The project is located in the San Joaquin Valley Air Basin (SJVAB), which occupies the southern half of the Central Valley and is approximately 250 miles in length and, on average, 35 miles in width. The Coast Range, which has an average elevation of 3,000 feet, serves as the western border of the SJVAB. The San Emigdio Mountains, part of the Coast Range, and the Tehachapi Mountains, part of the Sierra Nevada, are both located to the south of the SJVAB. The Sierra Nevada extends in a northwesterly direction and forms the eastern boundary of the SJVAB. The SJVAB is basically flat with a downward gradient to the northwest.

The climate of the SJVAB is strongly influenced by the presence of these mountain ranges. The mountain ranges to the west and south induce winter storms from the Pacific to release precipitation on the western slopes, producing a partial rain shadow over the valley. A rain shadow is defined as the region on the leeward side of the mountain where precipitation is noticeably less because moisture in the air is removed in the form of clouds and precipitation on the windward side. In addition, the mountain ranges block the free circulation of air to the east, resulting in the entrapment of stable air in the valley for extended periods during the cooler months.

Winter in the SJVAB is characterized as mild and fairly humid, and the summer is hot, dry, and cloudless. During the summer, a Pacific high-pressure cell is centered over the northeastern Pacific Ocean, resulting in stable meteorological conditions and a steady northwesterly wind.

### **Existing Ambient Air Quality**

The California Air Resources Board (CARB) and the United States Environmental Protection Agency (EPA) currently focus on the following air pollutants as indicators of ambient air quality:

Ozone (O<sub>3</sub>), carbon monoxide (CO), nitrogen dioxide (NO<sub>2</sub>), sulfur dioxide (SO<sub>2</sub>), particulate matter (PM), and lead. Because these are the most prevalent air pollutants known to be deleterious to human health and extensive health-effects criteria documents are available, they are commonly referred to as “criteria air pollutants.”

The EPA has established primary and secondary National Ambient Air Quality Standard (NAAQS) for the following criteria air pollutants: O<sub>3</sub>, CO, NO<sub>2</sub>, SO<sub>2</sub>, PM<sub>10</sub>, fine particulate matter (PM<sub>2.5</sub>), and lead. The primary standards protect the public health and the secondary standards protect the public welfare. In addition to the NAAQS, CARB has established California Ambient Air Quality Standard (CAAQS) for the following criteria air pollutants: sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particulate matter. In most cases, the CAAQS are more stringent than the NAAQS.

Criteria air pollutant concentrations are measured at several monitoring stations in the SJVAB. From 1991 to present, there have been two monitoring stations within the City of Merced: S. Coffee Avenue and 2334 M Street. The table below summarizes the air quality data from these locations for the most recent years available.

<b>Table 2 Ambient Air Quality in City of Merced (Number of Days Exceeding State and Federal Standards)</b>										
<b>Year</b>	<b>Merced - S. Coffee Avenue</b>					<b>Merced- 2334 M Street</b>				
	<b>State Ozone (1-Hr)</b>	<b>Federal Ozone (1-Hr)</b>	<b>State PM<sub>10</sub><sup>1</sup></b>	<b>Federal PM<sub>10</sub><sup>1</sup></b>	<b>Federal PM<sub>2.5</sub><sup>2</sup></b>	<b>State Ozone</b>	<b>Federal Ozone</b>	<b>State PM<sub>10</sub><sup>1</sup></b>	<b>Federal PM<sub>10</sub><sup>1</sup></b>	<b>Federal PM<sub>2.5</sub><sup>2</sup></b>
2014	3	0	*	*	17.0	*	*	*	0	18.2
2013	5	0	*	*	16.1	*	*	*	0	35.5
2012	2	0	*	*	8.6	*	*	*	0	12.6
2011	2	0	*	*	21.4	*	*	49.0	0	6.6
2010	7	0	*	*	*	*	*	18.4	0	10.1
2009	0	0	*	*	*	*	*	32.5	0	25.1
2008	14	3	*	*	*	*	*	87.2	0	*
2007	5	0	*	*	*	*	*	36.5	0	3.3
2006	4	0	*	*	*	*	*	47.4	0	0
2005	6	0	*	*	*	*	*	29	0	0
2004	14	0	*	*	*	*	*	12.3	0	0
2003	54	0	*	*	*	*	*	44.4	*	*
2001	26	0	*	*	*	*	*	*	0	*
2000	32	0	*	*	*	*	*	69.6	0	*
1999	42	2	*	*	*	*	*	*	*	*
1998	37	3	*	*	*	*	*	*	*	*
1997	1	0	*	*	*	*	*	*	*	*
1996	44	1	*	*	*	*	*	*	*	*
1995	38	3	*	*	*	*	*	96.3	0	*
1994	31	0	*	*	*	*	*	60.8	0	*
1993	22	1	*	*	*	*	*	108.8	0	*
1992	39	0	*	*	*	*	*	138.8	0	*
1991	13	2	*	*	*	*	*	151.6	0	*
<sup>(1)</sup> Measurements of PM <sub>10</sub> are made every sixth day. Data is the estimated number of days that the standard would have been exceeded had measurements been collected every day.										
<sup>(2)</sup> Nation 1997 24-Hour PM <sub>10</sub> Standard										
*There was insufficient (or no) data available to determine the value.										
Source: Air Resources Board Aerometric Data Analysis and Management System (ADAM)										



Both CARB and EPA use monitoring data to designate areas according to their attainment status for criteria air pollutants. The purpose of the designations is to identify those areas with air quality problems and thereby initiate planning efforts for improvement. The three basic designation categories are nonattainment, attainment, and unclassified. Unclassified is used in an area that cannot be classified on the basis of available information as meeting or not meeting the standards. In addition, the California designations include a subcategory of the nonattainment designation, called nonattainment-transitional. The nonattainment-transitional is given to nonattainment areas that are progressing and nearing attainment. Below are the Attainment Designations for the City of Merced for each of the criteria pollutants.

<b>Table 3 Merced County Attainment Designation (Federal and State)</b>		
<b>Pollutant</b>	<b>Designation/Classification</b>	
	<b>Federal Standards</b>	<b>State Standards</b>
Ozone - One Hour	No Federal Standard (See note below)	Nonattainment/ Severe
Ozone - Eight Hour	Nonattainment/ Extreme	Nonattainment
PM10 (Particulate Matter 10 micrometers in diameter)	Unclassified/Attainment	Nonattainment
PM2.5 (Particulate Matter 2.5 micrometers in diameter)	Nonattainment/ Serious	Nonattainment
Carbon Monoxide	Unclassified/Attainment	Unclassified
Nitrogen Dioxide	Unclassified/Attainment	Attainment
<b>Pollutant</b>	<b>Designation/Classification</b>	
	<b>Federal Standards</b>	<b>State Standards</b>
Sulfur Dioxide	Unclassified/Attainment	Attainment
Lead (Particulate)	Unclassified/Attainment	Attainment
Hydrogen Sulfide	*No Federal Standard*	Unclassified
Sulfates	*No Federal Standard*	Attainment
Visibility Reducing Particles	*No Federal Standard*	Unclassified
Note: The Federal One Hour Ozone national Ambient Air Quality Standard was revoked on June 15, 2005		
Source California Air Resources Board, 2009, U.S. EPA, 2009		

The San Joaquin Valley Air Pollution Control District (SJVAPCD) attains and maintains air quality conditions in the Merced area through a comprehensive program of planning regulation, enforcement, technical innovation, and promotion of the understanding of air quality issues. The clean air strategy of the SJVAPCD includes the preparation of plans for the attainment of ambient air quality standards adoption and enforcement of rules and regulations concerning sources of air pollution, and issuance of permits for stationary sources of air pollution. The SJVAPCD also inspects stationary sources of air pollution and responds to citizen complaints, monitors ambient air quality and meteorological conditions, and implements programs and regulations required by the Federal Clean Air Act (FCAA) and the California Clean Air Act (CCAA).

The Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI) is an advisory document that provides lead agencies, consultants, and project applicants with uniform

procedures for addressing air quality in environmental documents. The GAMAQI contains the following applicable components:

- Criteria and thresholds for determining whether a project may have a significant adverse air quality impact;
- Specific procedures and modeling protocols for quantifying and analyzing air quality impacts;
- Methods available to mitigate air quality impacts; and,
- Information for use in air quality assessments and EIR's that will be updated more frequently such as air quality data, regulatory setting, climate, topography, etc.

The SJVAPCD has also prepared the Air Quality Guidelines for General Plans (AQGGP) (revised June 2005) to provide local planning agencies with a comprehensive set of goals and policies that will improve air quality if adopted in a general plan to provide a guide to cities and counties for determining which goals and policies are appropriate in their particular community; and to provide justification and rationale for the goals and policies that will convince decision makers and the public that they are appropriate and necessary.

**ISR – Indirect Source Review.** The ISR Rule (Rule 9510) and the Administrative ISR Fee Rule (Rule 3180) are the result of state requirements outlined in the California Health and Safety Code, Section 40604 and the State Implementation Plan (SIP). The SIP's commitments are contained in the District's 2003 PM<sub>10</sub> and NO<sub>x</sub> in order to reach the ambient air-pollution standards on schedule. The Plans identify growth and reductions in multiple source categories. The Plans quantify the reduction from current District rules and proposed rules, as well as state and federal regulations, and then model future emissions to determine if the District may reach attainment for applicable pollutants (<http://www.valleyair.org/ISR/ISROverview.html>).

The rule applies to new developments that are over a certain threshold size. Any of the following projects require an application to be submitted unless the projects have mitigated emissions of less than two tons per year each of NO<sub>x</sub> and PM<sub>10</sub>. Projects that are at least:

- 50 residential units;
- 2,000 square feet of commercial space;
- 9,000 square feet of educational space;
- 10,000 square feet of government space;
- 20,000 square feet of medical or recreational space;
- 25,000 square feet of light industrial space;
- 39,000 square feet of general office space;
- 100,000 square feet of heavy industrial space;
- 9,000 square feet of any land use not identified above.

**Air Quality Plans.** The SJVAPCD submitted the 1991 Air Quality Attainment Plan in compliance with the requirements set forth in the CCAA. In addition, the CCAA requires a triennial assessment of the extent of air quality improvements and emission reductions achieved through the use of control measures. As part of this assessment, the attainment plan must be reviewed and, if necessary, revised to correct for deficiencies in progress and to incorporate new data or projections. The CCAA requirement for a first triennial progress report and revisions of

the 1991 Air Quality Attainment Plan was first fulfilled with the preparation and adoption of the 1995-1997 Triennial Progress Report and Plan Revision. Triennial reports were also prepared for 1997-2000, and 1999-2001 in compliance with the CCAA.

In an effort to reach attainment for ozone, the SJVAPCD has adopted and submitted several ozone and PM<sub>10</sub> plans in its planning history in an effort to reach attainment. In the most current effort to reach attainment for 8-hour ozone standards, the SJVAPCD submitted the 2007 Ozone Plan. This plan contains a comprehensive and exhaustive list of regulatory and incentive-based measures to reduce emissions of ozone and particulate matter precursors throughout the Valley. Additionally, this plan calls for major advancements in pollution control technologies for mobile and stationary sources of air pollution, and a significant increase in state and federal funding for incentive-based measures to create adequate reductions in emissions to bring the entire Valley into attainment with the federal ozone standard. The proposed plan calls for a 75% reduction in ozone-forming oxides of nitrogen (NO<sub>x</sub>) emissions. The SJVAPCD adopted the 2013 Plan for the Revoked 1-Hour Ozone Standard in September 2013.

Based on a decline in PM<sub>10</sub> emissions, the San Joaquin Valley became the first air basin classified as “serious nonattainment” to be reclassified by EPA as in “attainment” of the PM<sub>10</sub> standards. The SJVAPCD adopted the 2007 PM<sub>10</sub> Maintenance Plan to assure the San Joaquin Valley’s continued attainment of EPA’s PM<sub>10</sub> standard.

The San Joaquin Valley is classified as “serious” nonattainment for federal PM<sub>2.5</sub> (fine particulate matter) standards. The adopted 2015 PM<sub>2.5</sub> Plan addresses both EPA’s annual PM<sub>2.5</sub> standard of 15 micrograms per cubic meter (μg/m<sup>3</sup>) and 24-hour PM<sub>2.5</sub> standard of 65 μg/m<sup>3</sup>, established in 1997. The 2012 PM<sub>2.5</sub> Plan addresses EPA’s 24-hour PM<sub>2.5</sub> standard of 35 μg/m<sup>3</sup>, which was established by EPA in 2006.

The SJVAPCD’s planning documents also identify voluntary strategies to further reduce air quality impacts in the San Joaquin Valley Air Basin (SJVAB). Included in these strategies are an enhanced California Environmental Quality Act (CEQA) program and the promotion of air quality elements or policies for General Plans in all SJVAB cities and counties. The SJVAPCD reviews and comments on CEQA documents and permit applications sent from SJVAB public agencies. Comments from the SJVAPCD include expert advice on level of significance, applicable rules and regulations, and suggested mitigation measures.

In addition to the above mentioned items, the SJVAPCD has submitted numerous plans with respect to ozone, PM<sub>10</sub>, PM<sub>2.5</sub>, and CO in compliance with the FCAA and CCAA.

### **Thresholds of Significance**

With the adoption of the *Merced Vision 2030 General Plan*, parameters were established within by which future development projects would be reviewed and standards established for approval of projects.

The SJVAPCD has established thresholds of significance for determining environmental significance. These thresholds separate a project’s short-term emission from the long-term emissions. The short-term emissions are mainly related to the construction phase of a project,

which are recognized to be short in duration. The long-term emissions are primarily related to the activities that will occur indefinitely as a result of project operations.

Impacts will be evaluated both on the basis of CEQA Appendix G criteria and SJVAPCD significance criteria.

In order, the impacts to be evaluated will be those involving construction, operations emissions of criteria pollutants [Particulate Matter (PM<sub>10</sub>) and reactive organic gas precursors to ozone], and cumulative air quality impacts. Because the area is non-attainment for ozone and PM<sub>10</sub>, a major criterion for review is whether the project will result in a net increase of pollutants impacting ozone precursor pollutants and of PM<sub>10</sub>.

Where environmental impacts are found to be significant or potentially significant, mitigation measures are identified to mitigate or avoid significant environmental effects.

In addition to the site-specific mitigation measures adopted in the City's General Plan, the City shall be required to implement reasonable feasible management practices required by the San Joaquin Valley Air Pollution Control District, or any other federal or state air quality regulatory agency for the purpose of mitigating any significant impacts from the emission of Particulate Matter, Fine Particulate matter, Reactive Organic Gases, Nitrogen oxide, and any other criteria air pollutant or precursor emanating from implementations of the City's General Plan.

Consistent with Appendix G of the CEQA Guidelines, the proposed project is considered to have a significant impact on the environment if it will:

- Conflict with or obstruct implementation of the applicable air quality plan;
- Violate any air quality standard or contribute substantially to an existing or projected air quality violation;
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors);
- Expose sensitive receptors to substantial pollutant concentrations; or,
- Create objectionable odors affecting a substantial number of people.

### **Thresholds Used for Odor Evaluation**

While odors are considered to be offensive and seldom cause any physical harm to people, they certainly can be unpleasant and lead to considerable amounts of anguish to the public and often leads to complaints made to the local jurisdiction from the community. Any project with the potential to expose the community to offensive odors would be considered a significant impact. The GAMAQI states that an evaluation should be conducted for both of the following situations: 1) a potential source of objectionable odors is proposed for a location near existing sensitive receptors, and 2) sensitive receptors are proposed to be located near an existing source of objectionable odors.

### Thresholds Used for Sensitive Receptors

One of the criteria for significance includes potential impacts of Hazardous Air Pollutants (HAPs) on sensitive receptors. The GAMAQI, Section 3, defines a sensitive receptor as a location where human populations, especially children, seniors, and sick persons are present and where there is a reasonable expectation of continuous human exposure to pollutants. Examples of sensitive receptors include, but are not limited to: residential land uses, schools, hospitals, convalescent homes, and day care centers.

Examples of HAPs include emission of criteria or toxic air pollutants that have health effects (PM<sub>10</sub>, ammonia, H<sub>2</sub>S sulfur dioxide, etc.). Sensitive receptors would not be directly affected by emissions of regional pollutants such as ozone precursors (VOC and NO<sub>x</sub>).

The potential for impacts to sensitive receptors can occur when a sensitive receptor is proposed near an existing source of HAPs that are increased by the proposed project, or when a development that is a source of HAPs is proposed near sensitive receptors, including siting a source of HAPs near an undeveloped site, but designated as a sensitive receptor land use.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>C. <u>Air Quality.</u></b> Would the project:				
1) Conflict with or obstruct implementation of the applicable air quality plan?			✓	
2) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			✓	
3) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			✓	
4) Expose sensitive receptors to substantial pollutant concentrations?			✓	
5) Create objectionable odors affecting a substantial number of people?			✓	

### IMPACT ANALYSIS

The SJVAPCD has established a three-tiered approach to determining significance related to a project's quantified ozone precursor emissions. The three levels of analysis include Small Project Analysis Level (SPAL), Cursory Analysis Level (CAL), and Full-Analysis Level (FAL). The SJVAPCD pre-calculated the emissions on a large number of types of projects to identify the level at which a project would have no potential to exceed emission thresholds. This information was determined for five land use categories according to the number of vehicle trips



a project type generates, and according to the sizes of various development projects. Projects under these size thresholds qualify to complete the SPAL approach. According to the SPAL requirements, no quantification of ozone precursor emissions is needed for projects less than or equal to the size thresholds. However, if other emission factors such as toxic air contaminants, hazardous materials, asbestos, or odors are apparent, these emissions must be addressed.

The proposed project would involve a General Plan Amendment and Zone Change to establish a 41 unit low-income medical/housing project. The institutional land use category identified in the SPAL applicable to the proposed project is Apartments, Low Rise, which has a 220-unit project size threshold (SJVAPCD 2012). The proposed project would not exceed the SPAL threshold for this project type. Therefore, the evaluation category for the project qualifies to complete the SPAL approach, and no quantification of ozone precursor emissions would be required.

### 1) **Less Than Significant Impact**

The proposed project includes rehabilitation of an existing 37-unit motel to create a 41-unit special care facility and supervised housing, in addition to construction of a 4,800 square foot community center. The proposed project would not conflict or obstruct implementation of any applicable air quality plan. This includes the 2007 PM<sub>10</sub> Maintenance Plan, the 2007 Ozone Plan, or the 2015 and 2012 PM<sub>2.5</sub> Plan. The project will not violate any air quality standards, result in a cumulatively considerable net increase of any criteria pollutant, or expose sensitive receptors to substantial pollutant concentrations.

The SJVAB is designated nonattainment of State and Federal health based air quality standards for ozone and PM<sub>2.5</sub>. The SJVAB is designated nonattainment of state PM<sub>10</sub>. To meet Federal Clean Air Act requirements, the SJVAPCD has multiple air quality attainment plan (AQAP) documents, including:

- Ozone Attainment Demonstration Plan (EOADP) for attainment of the 1-hour ozone standard (2004);
- 2007 Ozone Plan for attainment of the 8-hour ozone standard;
- 2007 PM<sub>10</sub> Maintenance Plan; and,
- 2015 and 2012 PM<sub>2.5</sub> Plan.

The SJVAPCD's AQAPs account for projections of population growth and vehicle miles traveled (VMT) provided by the Council of Governments (COG) in the SJVAB and identify strategies to bring regional emission into compliance with federal and State air quality standards. Because population growth and VMT projections are the basis of the AQAPs' strategies, a project would conflict with plans if it results in more growth or vehicle miles traveled than the plans' projections. The primary way of determining if a project would result in more growth or vehicle miles traveled than in the AQAPs is to determine consistency with the applicable General Plan.

The recently adopted *Merced Vision 2030 General Plan* is the applicable General Plan. However, the population projections used in the previous General Plan (*Merced Vision 2015 General Plan*), included projects through 2035 and the projections were higher than those used in the 2030 General Plan. Therefore, it is reasonable to assume the growth

was accounted for in the AQAPs calculations and this project would not create a significant impact.

<b>Table 4      Population Projections (1990 to 2035) Excerpted from the <i>Merced Vision 2015 General Plan</i></b>		
Year	City 2015 SUDP	Percent of County
1990	60,900	34.1%
1995	83,830	35.2%
2000	89,940	35.5%
2010	116,800	38.3%
2015	133,250	39.2%
2020	149,700	39.7%
2035	202,070	42.3%

<b>Table 5      Population Projections (2000 to 2030) Excerpted from the <i>Merced Vision 2030 General Plan</i></b>		
Year	City 2015 SUDP	Percent of County
2000	63,893	30.4%
2005	74,010	30.7%
2010	85,798	31.1%
2015	99,463	31.6%
2020	115,305	32.1%
2030	154,961	33.7%

## 2) **Less Than Significant Impact**

Since the project qualifies to complete the SPAL approach, there are two pollutants of concern for this impact: CO and localized PM<sub>10</sub>. The proposed General Plan Amendment and Zone Change would not result in localized CO hotspots or PM<sub>10</sub> impacts, as discussed below. Therefore, the proposed project would not violate an air quality standard or contribute to a violation of an air quality standard in the project area.

### *Localized PM<sub>10</sub>*

Localized PM<sub>10</sub> would be generated by project construction activities, which would include earth-disturbing activities. The proposed project would comply with SJVAPCD's Regulation VIII dust control requirements during construction and demolition (including Rules 8011, 8031, 8041, and 8071 as required by the demolition permit conditions). Compliance with this regulation would reduce the potential for significant localized PM<sub>10</sub> impacts to less than significant levels.

### *CO Hotspot*

Localized high levels of CO are associated with traffic congestion and idling or slow-moving vehicles. The SJVAPCD provides screening criteria to determine when to quantify local CO concentrations based on impact to the level of service (LOS) of roadways in the project vicinity (see below).

Temporary construction emissions associated with the rehabilitation of the existing motel and construction of alley and sidewalk improvements, and the 4,800-square-foot community center would result from site grading, building construction, architectural coatings, and paving activities. Short-term emission of ROG, NO<sub>x</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub> would be generated during the construction activities. Pollutant emission would vary daily, depending on the level of activity, specific operations, and prevailing weather. Operational emission associated with the proposed project would result from employee trips and visitors. Since the proposed project would result in fewer trips than the previous motel uses, operational emissions would decrease with the proposed project.

As previously indicated, SJVAPCD requires that all construction activities comply with fugitive dust control requirements under Regulation VIII, and guidance from SJVAPCD staff indicates that implementation of a Dust Control Plan would satisfy all the requirements of SJVAPCD Regulation VIII. Pursuant to Regulation VIII, the project-specific Dust Control Plan will be required to be prepared and submitted to SJVAPCD at least 30 days prior to the start of construction.

**3) Less than Significant Impact**

SJVAPCD's CEQA Guidelines indicate that a violation of SJVAPCD's construction or operational thresholds of significance would result in a project level cumulative impact. The proposed change to the General Plan and Zoning designations would not create a situation that would exceed the threshold set by SJVAPCD, therefore, the cumulative effect would be less than significant.

**4) Less than Significant Impact/CEQA Not Applicable**

*Diesel Exhaust from Construction Activities:*

Construction activities are anticipated to involve the operation of diesel-powered equipment. In 1998, CARB identified diesel exhaust as a toxic air contaminant (TAC). SJVAPCD does not consider construction-equipment-diesel-related cancer risks to be an issue because of the short-term nature of construction activities. Cancer health risks associated with exposures to diesel exhaust typically are associated with chronic exposure, in which a 70-year exposure period often is assumed. Although elevated cancer rates can result from exposure periods of less than 70 years, acute exposure to diesel exhaust typically are not anticipated to result in an increased health risk because acute exposure typically does not result in the exposure concentrations necessary to result in a health risk. Because the construction phase of the project using diesel powered equipment would not last for more than 90 days, it is not anticipated to cause any health impacts.

*Carbon Monoxide Hotspots*

Elevated levels of CO concentrations are typically found in areas with significant traffic congestion. CO is a public health concern because it combines readily with hemoglobin and reduces the amount of oxygen transported in the bloodstream. SJVAPCD requires localized CO concentrations associated with traffic congestion be analyzed to ensure that monitored concentrations remain below CAAQS and NAAQS, and to ensure that sensitive receptors are not exposed to elevated localized concentrations near roadways that may not show up at monitoring stations. SJVAPCD has developed a set of preliminary screening criteria that can be used to determine with fair certainty that the

effect a project has on any given intersection would not cause a potential CO hotspot. A project can be said to have no potential to create a CO violation or create a localized “hotspot” if either of the following conditions are not met: Level of Service (LOS) on one or more streets or intersections will be reduced to LOS E or F; or the proposed project would substantially worsen an already LOS F street or intersection within the project vicinity. The project site is located for the base of the northbound off-ramp from State Route 99 to E. 16<sup>th</sup> Street. The proposed project would result in fewer trips than the previous motel uses, and there would be no reduction in LOS as a result of the project. Therefore, the addition of this project would not create a CO hotspot or cause a CO violation.

#### *Existing Toxic Air Contaminant Emissions*

The California Supreme Court has clarified CEQA practice to limit the evaluation of environmental effects only to the impact of a proposed project on the environment, and not the effects of the environment on a project. The following discussion provides information regarding potential hazards from existing toxic air contaminant emissions. As directed by the Supreme Court, no environmental conclusions are made regarding this hazard. ARB has developed guidance recommending that sensitive land uses such as residences, daycare centers, and schools be located 500 feet or more from any roads with traffic volumes exceeding 50,000 vehicles/day (ARB 2005). In Merced County, Interstate 5 and State Route 99 are the two roads with average daily traffic near or exceeding these volumes (California Department of Transportation 2011). While the proposed respite care housing would be located within 500 feet of State Route 99, a source of toxic air contaminant emissions, there would be no increment of increase as a result of the proposed project. Consistent with the discussion above, the adverse effects from existing environmental hazards on the proposed new use are not assessed for CEQA purposes, and no environmental conclusions are made. Additionally, implementation of the project would not lead to offsite effects related to toxic air contaminant emissions, nor would any existing offsite hazards be exacerbated.

#### **5) Less Than Significant Impact**

Implementation of the project may cause temporary odors resulting from diesel exhaust during construction equipment operation and truck activity. Although these emissions may be noticeable from time to time by adjacent receptors, they would be localized and are not likely to adversely affect people offsite resulting in confirmed odor complaints. Therefore, this would be a less than significant impact.

## **D. Biological Resources**

### **SETTING AND DESCRIPTION**

The project site, located within the core of the City of Merced urban area and is fully developed with a motel, ancillary uses, and landscaping. No natural habitat remains on the project site.

The general project area is located in the Central California Valley eco-region (Omernik 1987). This eco-region is characterized by flat, intensively farmed plains with long, hot, dry summers and cool, wet winters (14-20 inches of precipitation per year). The Central California Valley eco-region includes the Sacramento Valley to the north, the San Joaquin Valley to the south and

it ranges between the Sierra Nevada Foothills to the east, to the Coastal Range foothills to the west. Nearly half of the eco-region is actively farmed, and about three fourths of that farmed land is irrigated.

According to the State of California, Department of Fish and Wildlife Natural Diversity Data Base (NDDDB) and the U.S. Fish and Wildlife Service Information for Planning and Conservation (IPaC) trust resource report, the site does not include any plant and/or animal species listed as threatened or endangered by the State of California or the Federal Government. Furthermore, the biological resources evaluation, prepared as part of the *Merced Vision 2030 General Plan Program Environmental Impact Report* (EIR), does not identify the project area as containing any seasonal or non-seasonal wetland or vernal pool areas. Given the adjacent, built-up, urban land uses and major roadways, no form of unique, rare or endangered species of plant and/or animal life could be sustained on the subject site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>D. <u>Biological Resources.</u> Would the project:</b>				
1) Have a substantial adverse effect, either directly or through habitat modification, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
2) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
3) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
4) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
5) Conflict with any local policies or ordinance protecting biological resources, such as a tree preservation policy or ordinance?			✓	



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
6) Conflict with the provisions of an adopted Habitat Conservation plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓

**1) No Impact**

The proposed project would not have any direct effects on animal life by changing the diversity of species, number of species, reducing the range of any rare or endangered species, introducing any new species, or leading to deterioration of existing fish or wildlife habitat. Although the *Merced Vision 2030 General Plan* identifies several species of plant and animal life that exist within the City's urban boundaries, the subject site, which is fully developed and surrounded by developed urban uses, does not contain any rare or endangered species of plant or animal life.

**2) No Impact**

The proposed project would not have any direct effects on riparian habitat or other sensitive natural community. The City General Plan identifies Bear, Black Rascal, Cottonwood, Miles, Fahrens, and Owens Creeks within the City's growth area. The subject site is not located adjacent to any of these areas or any water way. Therefore, the project would have a less than significant impact on riparian habitat.

**3) No Impact**

The project site would not have any direct effect on wetlands as no wetlands have been identified in the project area. All of the area on and surrounding the subject site has been modified from its original state and is developed with urban uses.

**4) No Impact**

The project would not have any adverse effects on any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridor, or impede the use of native wildlife nursery sites.

**5) Less Than Significant Impact**

Implementation of the proposed sidewalk improvements and bus turnout could result in the loss or degradation of existing street trees on E. 16<sup>th</sup> Street, west of the project site. Chapter 14.12 of the Merced City Code, *Trees, Shrubs, and Plants*, regulates the taking of, or injury to, street trees, and imposes construction requirements to avoid injury to trees. The Code additionally requires that no work that may interfere with street trees be initiated without first obtaining a permit from the City. As part of the Permit process, the City will specify the number, size, and types of trees that must be planted to offset any trees taken or injured. Adherence with existing City Code requirements would fully mitigate this effect.

## **6) No Impact**

The proposed project would not have any effects on a habitat conservation plan. There are no adopted habitat conservation plans, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan for the City of Merced or Merced County.

## **E. Cultural Resources**

### **SETTING AND DESCRIPTION**

The City of Merced area lies within the ethnographic territory of the Yokuts people. The Yokuts were members of the Penutian language family which held all of the Central Valley, San Francisco Bay Area, and the Pacific Coast from Marin County to near Point Sur.

Merced County was first explored by Gabriel Moraga in 1806, when he named the Merced River, “El Rio de Nuestra Senra de la Merced.” Moraga’s explorations were designed to locate appropriate sites for an inland chain of missions. Moraga explored the region again in 1808 and 1810.

### **Archaeology**

Archaeological sites are defined as locations containing significant levels of resources that identify human activity. Very little archaeological survey work has been conducted within the City or its surrounding areas. Creeks, drainage, and sloughs exist in the northern expansion area of the City, and Bear Creek and Cottonwood Creek pass through the developed area. Archaeological sites in the Central Valley are commonly located adjacent to waterways and represent potential for significant archaeological resources.

Paleontological sites are those that show evidence of pre-human existence. Quite frequently, they are small outcroppings visible on the earth’s surface. While the surface outcroppings are important indications of paleontologic resources, it is the geologic formations that are the most important. There are no known sites within the project area known to contain paleontologic resource of significance.

### **Historic Resources**

In 1985, in response to community concerns over the loss of some of the City’s historic resources, and the perceived threats to many remaining resources, a survey of historic buildings was undertaken in the City. The survey focused on pre-1941 districts, buildings, structures, and objects of historical, architectural, and cultural significance. The survey area included a roughly four square-mile area of the central portion of the City.

The National Register of Historic Places, the California Historical Landmarks List, and the California Inventory of Historic Resources identify several sites within the City of Merced. These sites are listed on the Merced Historical Site Survey and maintained by the Merced Historical Society. There are no listed historical sites on the Project site.

According to the environmental review conducted for the General Plan, there are no listed historical sites and no known locations within the project area that contain sites of paleontologic

or archeological significance. The General Plan (Implementation Action SD-2.1.a) requires that the City utilize standard practices for preserving archeological materials that are unearthed during construction, as prescribed by the State Office of Historic Preservation.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>E. <u>Cultural Resources.</u></b> Would the project:				
1) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?			✓	
2) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?			✓	
3) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			✓	
4) Disturb any human remains, including those interred outside of formal cemeteries?			✓	

**1) Less than Significant Impact**

The project would not alter or destroy any known historic archaeological site, building, structure, or object, nor would it alter or affect unique ethnic cultural values or restrict religious or sacred uses. According to the environmental review conducted for the General Plan, there are no listed historical sites and no known locations within the project area that contain sites of historical or archeological significance. The General Plan (Implementation Action SD-2.1.a) requires that the City utilize standard practices for preserving archeological materials that are unearthed during construction, as prescribed by the State Office of Historic Preservation.

**2) Less than Significant Impact**

The project would not alter or destroy any known prehistoric archaeological site, building, structure, or object, nor would it alter or affect unique ethnic cultural values or restrict religious or sacred uses. According to the environmental review conducted for the General Plan, there are no listed historical sites and no known locations within the project area that contain sites of historical or archeological significance. The General Plan (Implementation Action SD-2.1.a) requires that the City utilize standard practices for preserving archeological materials that are unearthed during construction, as prescribed by the State Office of Historic Preservation.

**3) Less than Significant Impact**

The project would not alter or destroy any paleontological resource, site, or unique geologic feature. According to the environmental review conducted for the General Plan, there are no listed historical sites and no known locations within the project area that contain sites of paleontological significance. The General Plan (Implementation Action

SD-2.1.a) requires that the City utilize standard practices for preserving archeological materials that are unearthed during construction, as prescribed by the State Office of Historic Preservation.

#### **4) Less than Significant Impact**

The proposed project would not disturb any known human remains, including those interred outside of formal cemeteries, alter or affect unique ethnic cultural values or restrict religious or sacred uses. There are no known cemeteries in the project area. Because limited excavation would be needed to construct new facilities, it is unlikely that unknown human remains would be discovered. However, Section 7050.5 of the California Health and Safety Code requires that if human remains are discovered during the construction phase of a development, all work must stop in the immediate vicinity of the find, and the County Coroner must be notified. If the remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner the appropriate method for the disposition of the remains and any associated grave goods. Additionally, the City's General Plan (Implementation Action SD-2.1.a) requires that the City utilize standard practices for preserving archeological materials that are unearthed during construction, as prescribed by the State Office of Historic Preservation.

### **F. Geology and Soils**

#### **SETTING AND DESCRIPTION**

The City of Merced is located approximately 150 miles southeast of San Francisco along the east side of the southern portion of the Great Valley Geomorphic Province, more commonly referred to as the San Joaquin Valley. The valley is a broad lowland bounded by the Sierra Nevada to the east and Coastal Ranges to the west. The San Joaquin Valley has been filled with a thick sequence of sedimentary deposits of Jurassic to recent age. A review of the geologic map indicates that the area around Merced is primarily underlain by the Pleistocene Modesto and Riverbank Formations with Holocene alluvial deposits in the drainages. Miocene-Pliocene Mehrten and Pliocene Laguna Formation materials are present in outcrops on the east side of the SUDP/SOI. Modesto and Riverbank Formation deposits are characterized by sand and silt alluvium derived from weathering of rocks deposited east of the SUDP/SOI. The Laguna Formation is made up of consolidated gravel sand and silt alluvium and the Mehrten Formation is generally a well consolidated andesitic mudflow breccia conglomerate.

#### **Faults and Seismicity**

A fault, or a fracture in the crust of the earth along which rocks on one side have moved relative to those on the other side, are an indication of past seismic activity. It is assumed that those that have been active recently are the most likely to be active in the future, although even inactive faults may not be "dead." "Potentially Active" faults are those that have been active during the past two million years or during the Quaternary Period. "Active" faults are those that have been active within the past 11,000 years. Earthquakes originate as movement or slippage occurring along an active fault. These movements generate shock waves that result in ground shaking.

Based on review of geologic maps and reports for the area, there are no known active or potentially active faults, or Alquist-Priolo Earthquake Fault Zones (formerly referred to as a Special Studies Zone) in the SUDP/SOI. In order to determine the distance of known active faults within 50 miles of the Site, the computer program EZ-FRISK was used in the General Plan update.

## Soils

According to the USDA Natural Resources Conservation Service website, the soil on the site includes Yokohl clay loam, 0 to 3 percent slopes (YbA). Soil properties can influence the development of building sites, including site selection, structural design, construction, performance after construction, and maintenance. Soil properties that affect the load-supporting capacity of an area include depth to groundwater, ponding, flooding, subsidence, shrink-swell potential, and compressibility.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>F. <u>Geology and Soils.</u> Would the project:</b>				
1) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	<b>CEQA does not apply.</b>			
a) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?				
b) Strong seismic ground shaking?				
c) Seismic-related ground failure, including liquefaction?				
d) Landslides?				
2) Result in substantial soil erosion or loss of topsoil?			✓	
3) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?			✓	



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
4) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<b>CEQA does not apply.</b>			
5) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓

### 1) **CEQA Not Applicable**

The project site is not located within a mapped fault hazard zone, and there is no record or evidence of faulting on the project site (City of Merced General Plan Figure 11.1). Because no faults underlie the project site, no people or structures would be exposed to substantial adverse effects related to earthquake rupture.

According the City's *Merced Vision 2030 General Plan EIR*, the probability of soil liquefaction occurring within the City of Merced is considered to be a low to moderate hazard; however, detailed geotechnical engineering investigation required in compliance with the California Building Code (CBC) would be required for the project.

There would be no exposure to any geologic hazards in the project area.

Ground shaking of moderate severity may be expected to be experienced on the project site during a large seismic event. All building permits are reviewed to ensure compliance with the California Building Code (CBC). In addition, the City enforces the provisions of the Alquist Priolo Special Study Zones Act that limit development in areas identified as having special seismic hazards. All new structures shall be designed and built in accordance with the standards of the California Building Code.

### **APPLICABLE GENERAL PLAN GOALS AND POLICIES**

The City's *Merced Vision 2030 General Plan* contains policies that address seismic safety.

<i>Goal Area S-2: Seismic Safety:</i>	
<b>Goal: Reasonable Safety for City Residents from the Hazards of Earthquake and Other Geologic Activity</b>	
<b>Policies</b>	
<b>S-2.1</b>	Restrict urban development in all areas with potential ground failure characteristics.

The project would not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving landslides.

Landslides generally occur on slopes of 15 percent or greater. The project site's topography is generally of slopes between 0 and 3 percent, which are considered insufficient to produce hazards other than minor sliding during seismic activity.

Therefore, no hazardous conditions related to seismic groundshaking would occur with the implementation of the project. Additionally, the implementation of the project would not lead to offsite effects related to hazards related to seismic groundshaking, nor would any existing offsite hazards be exacerbated.

**2) Less Than Significant Impact**

Construction associated with the proposed project could result in temporary soil erosion and the loss of top soil due to construction activities, including clearing, grading, site preparation activities, and installation of the proposed buildings and sidewalk and alley improvements. The City of Merced enforces a Storm Water Management Program in compliance with the federal Clean Water Act. All construction activities are required to comply with the City's Erosion and Sediment Control Ordinance (MMC §15.50.120.B), including the implementation of Best Management Practices (BMPs) to limit the discharge of sediment into natural waterways and stormwater drainage facilities.

**3) Less Than Significant Impact**

The City of Merced is located in the Valley area of Merced County and is therefore less likely to experience landslides than other areas in the County. The probability of soil liquefaction actually taking place anywhere in the City of Merced is considered to be a low to moderate hazard. Soil types in the area are not conducive to liquefaction because they are either too coarse or too high in clay content. According to the *Merced Vision 2030 General Plan* EIR, no significant free face failures were observed within the SUDP/SOI and the potential for lurch cracking and lateral spreading is, therefore, very low within the SUDP/SOI area. Additionally, the project would involve little new construction. There is no likelihood that implementation of the project would result in the damage to offsite buildings or infrastructure as a result of project activities acting on unstable soils or geologic units.

**4) CEQA Not Applicable**

Expansive soils are those possessing clay particles that react to moisture changes by shrinking (when they dry) or swelling (when they become wet). Expansive soils can also consist of silty to sandy clay. The extent of shrinking and swelling is influenced by the environment, extent of wet or dry cycles, and by the amount of clay in the soil. This physical change in the soils can react unfavorably with building foundations, concrete walkways, swimming pools, roadways, and masonry walls.

Implementation of General Plan Policies, adherence to the Alquist-Priolo Act, and enforcement of the California Building Code (CBC) Standards would reduce the effect of this hazard on new buildings and infrastructure associated with the project. Therefore, no hazardous conditions related to expansive soils would occur with the implementation of the project. Additionally, the implementation of the project would not lead to offsite effects of hazards posed by expansive soils, nor would any existing offsite hazards be exacerbated.

**5) No Impact**

This site is already developed and connected to the City's water and sewer system. No new septic systems would be allowed within the City Limits. Therefore, there would be no impact.

## **G. Hazards and Hazardous Materials**

### **SETTING AND DESCRIPTION**

#### **Hazardous Materials**

A substance may be considered hazardous due to a number of criteria, including toxicity, ignitability, corrosivity, or reactivity. The term “hazardous material” is defined in law as any material that, because of quantity, concentration, or physical, or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment.

#### **Wildland and Urban Fire Hazards**

Both urban and wildland fire hazard potential exists in the City of Merced and surrounding areas, creating the potential for injury, loss of life, and property damage. Urban fires primarily involve the uncontrolled burning of residential, commercial, or industrial structures due to human activities. Wildland fires affect grassland, brush or woodlands, and any structures on or near these fires. Such fires can result from either human made or natural causes.

Urban fires comprise the majority of fires in the City of Merced. Because the project is located within the urban core of the City, no wildlands exist in the vicinity of the project site.

#### **Airport Safety**

The City of Merced is impacted by the presence of two airports-Merced Regional Airport, which is in the southwest corner of the City, and Castle Airport (the former Castle Air Force Base), located approximately eight miles northwest of the subject site.

The continued operation of the Merced Regional Airport involves various hazards to both flight (physical obstructions in the airspace or land use characteristics which affect flight safety) and safety on the ground (damage due to an aircraft accident). Growth is restricted around the Regional Airport in the southwest corner of the City due to the noise and safety hazards associated with the flight path.

Castle Airport also impacts the City. Portions of the northwest part of the City’s SUDP/SOI and the incorporated City are within Castle’s safety zones. The primary impact is due to noise (Zones C and D), though small areas have density restrictions (Zone B2). The military discontinued operations at Castle in 1995. One important criterion for determining the various zones is the noise factor. Military aircraft are designed solely for performance, whereas civilian aircraft have extensive design features to control noise.

Potential hazards to flight include physical obstructions and other land use characteristics that can affect flight safety, which include: visual hazards such as distracting lights, glare, and sources of smoke; electronic interference with aircraft instruments or radio communications; and uses which may attract flocks of birds. In order to safeguard an airport's long-term usability, preventing encroachment of objects into the surrounding airspace is imperative.

According to the Merced County Airport Land Use Compatibility Plan, the project site is not located in any restricted safety zones for either airport, and no aircraft overflight, air safety, or noise concerns are identified.

## Railroad

Hazardous materials are regularly shipped on the BNSF and SP/UP Railroad lines that pass through the City. While unlikely, an incident involving the derailment of a train could result in the spillage of cargo from the train in transporting. The spillage of hazardous materials could have devastating results. The City has little to no control over the types of materials shipped via the rail lines. There is also a safety concern for pedestrians along the tracks and vehicles utilizing at-grade crossings. The design and operation of at-grade crossings allows the City some control over rail-related hazards. Ensuring proper gate operation at the crossings is the most effective strategy to avoid collision and possible derailments.

## Public Protection and Disaster Planning

Hospitals, ambulance companies, and fire districts provide medical emergency services. Considerable thought and planning have gone into efforts to improve responses to day-to-day emergencies and planning for a general disaster response capability.

The City's Emergency Plan and the County Hazardous Waste Management Plan both deal with detailed emergency response procedures under various conditions for hazardous materials spills. The City also works with the State Department of Health Services to establish cleanup plans and to monitor the cleanup of known hazardous waste sites within the City.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>G. <u>Hazards and Hazardous Materials.</u></b> Would the project:				
1) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓	
2) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			✓	
3) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			✓	
4) Be located on a site which is included on a list of hazardous materials site compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			✓	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
5) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<b>CEQA does not apply.</b>			
6) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<b>CEQA does not apply.</b>			
7) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			✓	
8) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<b>CEQA does not apply.</b>			

#### 1) **Less Than Significant Impact**

Construction activities associated with the proposed project would involve the use, storage, transport, and disposal of oil, gasoline, diesel fuel, paints, solvents, and other hazardous materials. Except for minor amounts of cleaning and medical supplies, no hazardous materials are anticipated to be used at the site after construction. The project would be required to adhere to all applicable federal and state health and safety standards. Construction activity must also be in compliance with the California Occupational Safety and Health Administration regulations (Occupational Safety and Health Act of 1970). Compliance with these requirements would reduce the risk of hazards to the public to a less than significant level.

#### 2) **Less Than Significant Impact**

Construction on the project site would be reviewed for the use of hazardous materials at the building permit stage. Implementation of Fire Department and Building Code regulations for hazardous materials, as well as implementation of federal and state requirements, would reduce any risk caused by a future use on the site from hazardous materials to a less than significant level.

#### **APPLICABLE GENERAL PLAN GOALS AND POLICIES**

The City of Merced *Vision 2030 General Plan* contains policies that address hazardous materials.



<i>Goal Area S-7: Hazardous Materials</i>	
<b>Goal: Hazardous Materials Safety for City Residents</b>	
<b>Policies</b>	
<b>S-2.1</b>	Prevent injuries and environmental contamination due to the uncontrolled release of hazardous materials.
<b>Implementing Actions:</b>	
<b>7.1.a</b>	Support Merced County in carrying out and enforcing the Merced County Hazardous Waste Management Plan.
<b>7.1.b</b>	Continue to update and enforce local ordinances regulating the permitted use and storage of hazardous gases, liquids, and solids.
<b>7.1.d</b>	Provide continuing training for hazardous materials enforcement and response personnel.

3) **Less Than Significant Impact**

The Merced Union High School District operates a multi-school campus located on G and E. 18<sup>th</sup> Streets within ¼ mile of the project site. The campus consists of Independence High School, Yosemite High School, and Merced Adult School. The nearest portion of this campus is located approximately 650 feet north/northwest of the project site. No other schools are located within a ¼ mile radius of the site. (Attachment D). Other than minor amounts of cleaning and medical supplies, no hazardous materials are expected to be at the project site after construction. Compliance with Fire Department regulations, as well as state and federal regulations through annual inspections and permitting requirements makes this impact less than significant.

4) **Less Than Significant Impact**

According to a California Department of Toxic Substances Control EnviroStor database search, the project site is not listed as a hazardous waste site. No project actions or operations would result in the release of hazardous materials that could affect the public or the environment, and no significant hazard to the public or the environment would result with project implementation.

5) **CEQA Not Applicable**

The project site is located approximately 2.2 miles from active areas of the Merced Regional Airport and approximately 7 miles from the Castle Airport. The project site is not located in any safety or overflight zone for either airport, and no public or private airfields are within two miles of the project area. Therefore, no at-risk population working or living at the site would be exposed to hazards due to aircraft over-flight.

6) **CEQA Not Applicable**

The project site is not located near any private airstrips. See discussion for Question 5 for more information.

## 7) Less Than Significant Impact

The proposed project will not adversely affect any adopted emergency response plan or emergency evacuation plan. No additional impacts will result from the development of the project area over and above those already evaluated by the EIR prepared for the *Merced Vision 2030 General Plan*.

### **APPLICABLE GENERAL PLAN GOALS AND POLICIES:**

The *Merced Vision 2030 General Plan* contains policies that address disaster preparedness.

<i>Goal Area S-1: Disaster Preparedness</i>	
<b>Goal: General Disaster Preparedness</b>	
<b>Policies</b>	
<b>S-1.1</b>	Develop and maintain emergency preparedness procedures for the City.
<b>Implementing Actions:</b>	
<b>1.1.a</b>	Keep up-to-date through annual review the City's existing Emergency Plan and coordinate with the countywide Emergency Plan.
<b>1.1.b</b>	Prepare route capacity studies and determine evacuation procedures and routes for different types of disasters, including means for notifying residents of a need to evacuate because of a severe hazard as soon as possible.
<b>7.1.d</b>	Provide continuing training for hazardous materials enforcement and response personnel.

## 8) CEQA Not Applicable

According to the EIR prepared for the *Merced Vision 2030 General Plan*, the risk for wildland fire within the City of Merced is minimal. According to the Cal Fire website, the Merced County Fire Hazard Severity Zone Map shows the project site is designated as a "Local Area of Responsibility" with a Hazard Classification of "Urban Unzoned."

The City of Merced Fire Department is the responsible agency for responding to fires at the subject site. The project site is located within Fire District #1, and is served by Station #51 located on E. 16<sup>th</sup> Street (approximately 515 feet from the project site).

Because the project is located within the urban core of the City, no wildlands exist in the vicinity of the project site. Thus, the site would not be exposed to wildland fire hazards. Additionally, the implementation of the project would not lead to offsite effects of hazards posed by wildland fires, nor would any existing offsite hazards be exacerbated.

## **H. Hydrology and Water Quality**

### **SETTING AND DESCRIPTION**

#### **Water Supplies and Facilities**

The City's water supply system consists of four elevated storage tanks with a combined storage capacity of approximately 1.4 million gallons, 22 wells and 14 pumping stations equipped with

variable speed pumps that attempt to maintain 45 to 50 psi (pounds per square inch) nominal water pressure. The City is required to meet State Health pressure requirements, which call for a minimum of 20 psi at every service connection under the annual peak hour condition and maintenance of the annual average day demand plus fire flow, whichever is stricter.

#### *Storm Drainage/Flooding*

In accordance with the adopted *City of Merced Standard Designs of Common Engineering Structures*, percolation/detention basins are designed to temporarily collect run-off so that it can be metered at acceptable rates into canals and streams that have limited capacity.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>H. <u>Hydrology and Water Quality.</u></b> Would the project:				
1) Violate any water quality standards or waste discharge requirements?			✓	
2) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			✓	
3) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or offsite?			✓	
4) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?			✓	
5) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			✓	
6) Otherwise substantially degrade water quality?			✓	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
7) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<b>CEQA does not apply.</b>			
8) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<b>CEQA does not apply.</b>			
9) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?	<b>CEQA does not apply.</b>			
10) Inundation by seiche, tsunami, or mudflow?	<b>CEQA does not apply.</b>			

#### 1) Less Than Significant Impact

The project is not expected to violate any water quality standards or waste discharge requirements during construction or operation. In addition to compliance with standard construction provisions, the project shall be required to comply with the Draft Merced Storm Water Master Plan and the Storm Water Management Plan, and obtain all required permits for water discharge. During project operations, the City has developed requirements to minimize the impact to storm water quality caused by development and redevelopment. The increase in impervious areas caused by development can cause an increase in the type and quantity of pollutants in storm water runoff. Prior planning and design to minimize pollutants in runoff from these areas is an important component to storm water quality management. These standards are set forth in the City's Post-Construction Standards Plan and provide guidance for post-construction design measures to ensure that stormwater quality is maintained. Compliance with these requirements and permits would reduce the impact to a less than significant level.

#### **APPLICABLE GENERAL PLAN GOALS AND POLICIES:**

The *Merced Vision 2030 General Plan* contains policies that address Water Quality and Storm Drainage.

<i>Goal Area P-5: Storm Drainage and Flood Control</i>	
<b>Goal: An Adequate Storm Drainage Collection and Disposal System in Merced</b>	
<b>Policies</b>	
<b>P-5.1</b>	Provide effective storm drainage facilities for future development.
<b>P-5.2</b>	Integrate drainage facilities with bike paths, sidewalks, recreation facilities, agricultural activities, groundwater recharge, and landscaping.

<b>Implementing Actions:</b>	
<b>5.1.a</b>	Continue to implement the City's Storm Water Master Plan and the Storm Water Management Plan and its control measures.
<b>5.1.c</b>	Continue to require all development to comply with the Storm Water Master Plan and any subsequent updates.

## 2) **Less Than Significant Impact**

The City of Merced is primarily dependent on groundwater sources that draw from the San Joaquin aquifer. The City has storage capacity of approximately 1.4 million gallons in four elevated storage tanks, 22 active well sites with one under construction, and 14 pumping stations, which provide service to meet peak hour urban level conditions and the average daily demand plus fire flows.

The City of Merced has instituted significant water conservation measures in recent years in response to a prolonged drought period in California and the Central Valley. As a result, peak water production declined from its high of 38.3 million gallons per day (MPD) in 1984 to around 31.6 million gallons per day in 1994. In 2007, the amount of water consumed per day had dropped to just over 21.0 million gallons per day. This decline in peak day production has occurred despite the fact that population growth in the City has been occurring.

No water use quantities are available for the former motel use or the proposed project. Implementation of the proposed project would result in a building being constructed on an existing turf area, thereby eliminating a source of irrigation demand on the site. Additionally, renovation of the existing motel as proposed would result in the installation of low flow appliances in both the renovated motel buildings and in the proposed community center. Until its closure within the last several years, the motel represented a source of water demand. Given the replacement of turf and the installation of water conserving appliances, it is unlikely that the proposed project would result in greater water demand than that which previously occurred. Thus, it is likely that there would be no change or a decrease over past conditions in the amount of water use due to the General Plan Amendment and Zone Change.

New development proposed on the project site in the form of the new Community Center, pet area, and bicycle locker could restrict onsite recharge where new impervious surface areas are created. However, the net area of new impervious surface would total less than 0.16 acre. This minor loss of pervious area would not significantly alter groundwater recharge in the City or region.

## 3) **Less Than Significant Impact**

The proposed project would result in minor modifications to the existing drainage pattern on the site. The existing development on the site currently allows surface water to drain into the City's existing storm drain system along 16<sup>th</sup> Street. As proposed, stormwater would be rerouted to the rear of the site, to connect to existing drainage facilities along D or E Streets. Because of the increase in impervious surfaces (0.16 acre) some additional stormwater flows would be generated from the site. Because stormwater flows would be



pipd or conveyed in concrete gutters, there would be no potential for increased erosion or sedimentation.

Developed storm drainage facilities in the area are adequate to handle this minor increase in flows. The project would not result in a substantial alteration of drainage in the area, and no offsite uses would be affected by the proposed changes.

**4) Less Than Significant Impact**

The proposed project would not substantially alter the existing drainage pattern. Any changes to the site would drain into the City's existing storm drain system. For additional information, see Question 3.

**5) Less Than Significant Impact**

Because of the increase in impervious surfaces (0.16 acre) some additional stormwater flows would be generated from the site. Proposed changes to the site would drain into the City's existing storm drain system, which currently has capacity to handle the additional runoff from the site. This project is not expected to provide a substantial additional source of polluted runoff. For additional information, see Question 3.

**6) Less Than Significant Impact**

The construction project will be served by the City's water system and all water runoff will be contained on site then directed out to the City's storm drain system. The construction of the project would not affect the water quality and would not degrade water quality in the area.

**7) CEQA Not Applicable**

The Flood Insurance Rate Map shows the project within a Zone "X," areas determined to be outside the 0.2% chance floodplain (areas of minimal flood hazard) (Attachment E). Based on its location, the proposed project would not expose housing to flood hazards. Additionally, the implementation of the project would not lead to offsite effects of hazards posed by floods, nor would any existing offsite flood hazards be exacerbated.

**8) CEQA Not Applicable**

As described above, the project site is located within Flood Zone "X," which is defined as a minimal flood hazard area. The site is not located within an inundation zone for Lake Yosemite or Bear Reservoir. Therefore, it is unlikely that the site would be subject to flooding due to a dam or levee break. Additionally, the implementation of the project would not lead to offsite effects of hazards posed by floods due to dam or levee breaks, nor would any existing offsite flood hazards from these sources be exacerbated.

**9) CEQA Not Applicable**

As described above, the project site is located within Flood Zone "X," which is defined as a minimal flood hazard area. The site is not located within a floodplain, and would not impede or redirect flood flows. Implementation of the project would not lead to offsite effects of hazards posed by redirect or impeded flood flows, nor would any existing offsite flood hazards be exacerbated.

## **10) CEQA Not Applicable**

The proposed project is located approximately 80 miles from the Pacific Ocean, distant from any large lakes, and not within the inundation zones for Lake Yosemite or Bear Reservoir at an elevation ranging from approximately 173 feet above MSL. Mudslides and other forms of mass wasting occur on steep slopes in areas that contain susceptible soils or geology, typically as a result of an earthquake or high rainfall event. The project site is located on relatively flat ground. Therefore, the proposed project would not be exposed to hazards related to a seiche, tsunami, or mudslides. Additionally, the implementation of the project would not lead to offsite effects of hazards posed by seiche, tsunami, or mudslides, nor would any existing offsite hazards from these sources be exacerbated.

## **I. Land Use and Planning**

### **SETTING AND DESCRIPTION**

The project site is located within the City Limits of Merced and within its Specific Urban Development Plan and Sphere of Influence (SUDP/SOI).

### **SURROUNDING USES**

Refer to Page 2 of this Initial Study and the map at Attachment A for the surrounding land uses.

### **Current Use**

The subject site is a 1.12-acre parcel located at 205 E. 16<sup>th</sup> Street at the base of the northbound off-ramp from State Route 99 to E. 16<sup>th</sup> Street. The property is developed with an existing, but unused, 37-unit motel. There is also an existing detached building fronting the alley between D, E, Main, and E. 16<sup>th</sup> Street on the site.

### **Project Characteristics**

The applicant is requesting to change the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) and to change the Site zoning designation from Thoroughfare Commercial (C-T) to High Density Residential (R-4) to allow the rehabilitation of an existing motel to provide housing and medical care to those who are at-risk and of low and extremely-low income.

The applicant is proposing to rehabilitate an existing, but unused, 37-unit motel to provide 40 sleeping rooms and a manager's apartment, for a total of 41 units. (Attachment B) Fourteen of the units in the main motel building would provide for medical recovery care. The remaining 26 units would provide permanent, supervised housing. A medical clinic also would be developed within the existing motel building. The existing detached building fronting the alley would be renovated as a project office and apartment for the complex manager. New construction on the site would include a 4,800-square-foot community center with a kitchen and laundry room, internal walkways, a companion animal exercise area, and secured bike parking. Twenty rideshare bicycles would be provided for the use of the residents. With implementation of the proposed project, existing parking on the site would be reduced to 11 spaces with access to E. 16<sup>th</sup> Street, and four spaces with access to the alley at the rear of the Site. Proposed offsite

improvements include installation of a sidewalk on the east side of E Street between Main Street and the alley, reconstruction of the alley between D and E Streets, reconstruction and extension of the sidewalk along 16<sup>th</sup> Street, west of the Site, and the expansion of an existing bus stop. (Attachment C)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>I. <u>Land Use and Planning.</u></b> Would the project:				
1) Physically divide an established community?				✓
2) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			✓	
3) Conflict with any applicable habitat conservation plan or natural community conservation plan?				✓

**1) No Impact**

The project site is fully developed and is surrounded by urban uses. The project would not physically divide the community.

**2) Less Than Significant**

As previously explained, the site does not currently have the appropriate General Plan and Land Use designations for the proposed use. However, if the requested General Plan Amendment and Zone Change are approved, the site and future residential uses would be consistent with the General Plan and Zoning designations. The requested change would not affect any plan adopted for the purpose of mitigating an environmental effect. All environmental effects caused by this project are being evaluated in this document and appropriate mitigation measure applied to address any negative effects on the environment. Therefore this impact is less than significant.

**3) No Impact**

No Habitat Conservation Plans or Natural Community Conservation Plans have been adopted by the City of Merced. Therefore, there would be no impact.

**J. Mineral Resources**

**SETTING AND DESCRIPTION**

The City of Merced does not contain any mineral resources that require managed production according to the State Mining and Geology Board. Based on observed site conditions and review

of geological maps for the area, economic deposits of precious or base metals are not expected to underlie the City of Merced or the project site. According to the California Geological Survey, Aggregate Availability in California - Map Sheet 52, Updated 2006, minor aggregate production occurs west and north of the City of Merced, but economic deposits of aggregate minerals are not mined within the immediate vicinity of the SUDP/SOI. Commercial deposits of oil and gas are not known to occur within the SUDP/SOI or vicinity.

According to the Merced County General Plan Background Report (June 21, 2007), very few traditional hard rock mines exist in the County. The County's mineral resources are almost all sand and gravel mining operations. Approximately 38 square miles of Merced County, in 10 aggregate resource areas (ARA), have been classified by the California Division of Mines and Geology for aggregate. The 10 identified resource areas contain an estimated 1.18 billion tons of concrete resources with approximately 574 million tons in Western Merced County and approximately 605 million tons in Eastern Merced County. Based on available production data and population projections, the Division of Mines and Geology estimated that 144 million tons of aggregate would be needed to satisfy the projected demand for construction aggregate in the County through the year 2049. The available supply of aggregate in Merced County substantially exceeds the current and projected demand.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>J. <u>Mineral Resources.</u> Would the project:</b>				
1) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
2) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				✓

**1) No Impact**

Based on observed site conditions and review of geological maps for the area, economic deposits of precious or base metals are not known to occur in the City of Merced or on the project site. Therefore implementation of the proposed project would have no impact on the availability of mineral resources or impact current or future mining operations.

**2) No Impact**

No Mineral Resource Zones or mineral resource recovery sites exist within the City of Merced or on the project site. Therefore implementation of the proposed project would have no impact on the availability of mineral resources or impact current of future mining operations.

## **K. Noise**

### **SETTING AND DESCRIPTION**

Potential noise impacts of the proposed project can be categorized as those resulting from construction and those from operational activities. Construction noise would have a short-term effect; operational noise would continue throughout the lifetime of the project. Construction associated with the development of the project would increase noise levels temporarily during construction. Operational noise associated with the development would occur intermittently with the continued operation of the proposed project. Because the primary method of travel by project residents would be by bicycle, with vehicle use limited to staff and visitors, little vehicle noise would be generated by the project.

Some land uses are considered more sensitive to noise levels than other uses. Sensitive land uses can include residences, schools, nursing homes, hospitals, and some public facilities, such as libraries. The noise level experienced at the receptor depends on the distance between the source and the receptor, the presence or absence of noise barriers and other shielding devices, and the amount of noise attenuation (lessening) provided by the intervening terrain. For line sources such as motor or vehicular traffic, noise decreases by about 3.0 to 4.5A –weighted decibels (dBA) for every doubling of the distance from the roadway.

### **Noise from Other Existing Sources**

Vehicular noise along SR 99 and E. 16<sup>th</sup> Street would be the primary existing noise source at the project site. State Route 99 is a regionally significant freeway, and E. 16<sup>th</sup> Street is an arterial road. Both carry a large volume of traffic and would generate noise from traffic. The UPRR tracks are also near the site. According to the *Merced Vision 2030 General Plan, Noise Element, Tables 10.2 and 10.4*, noise generated by traffic on SR 99 is 79.4 dB Ldn at 100 feet from the roadway. Existing noise levels on E. 16<sup>th</sup> Street are 59.1 dB Ldn at 100 feet from the edge of the roadway. Railroad noise on the UPRR, without horn use, is 72.6 dB Ldn at 100 feet from the tracks.

The distance to the 65 dB Ldn contour for SR 99 at the project's location is 915 feet; that for E. 16<sup>th</sup> Street, 41 feet; and that for the UPRR, 325 feet according to Tables 10.2 and 10.4. For the 70 dB contour, the distances are 425 feet for SR 99 and 151 feet for the UPRR. The nearest residential unit on the site is located approximately 125 feet from the edge of the raised roadway of SR 99, 60 feet from the edge of pavement of E. 16<sup>th</sup> Street, and 200 feet from the UPRR tracks. Thus, outdoor areas of the proposed project would be exposed to noise levels in excess of 65 dB Ldn from SR 99 and the UPRR, although noise from SR 99 would be the predominating noise source in the project vicinity. Outdoor areas of the project would be exposed to noise levels in excess of 70 dB Ldn from SR 99. Therefore, outdoor areas of the site would be exposed to noise levels in excess of those listed in Table N-3 of the *Merced Vision 2030 General Plan, Noise Element*. However, no outdoor activity areas are planned for the proposed project.

According to the *Merced Vision 2030 General Plan*, noise exposure not exceeding 65 dB is considered to a “normally acceptable” noise level for residential uses adjacent to SR 99. Note 5 of Table N-3 permits higher levels of outdoor noise if the interior standard of 45 dB Ldn can be met.



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>K.     <u>Noise.</u></b> Would the project result in:				
1) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			✓	
2) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			✓	
3) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
4) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
5) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<b>CEQA does not apply.</b>			
6) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<b>CEQA does not apply.</b>			

#### 1) **Less Than Significant/CEQA Not Applicable**

##### *Construction Noise*

Construction of the project would temporarily increase noise levels in the area during the construction period. The duration of construction is expected to be 90 days. Therefore, the noise from construction may be steady for several weeks and then cease all together. Construction activities, including building renovation, building construction, and sidewalk and alley improvements would be considered an intermittent noise impact throughout the construction period. These activities could result in various effects on sensitive receptors, depending on the presence of intervening barriers or other insulating materials. Although construction activities would likely occur only during daytime hours, construction noise could still be considered disruptive to local residents. The City of Merced does not have a noise ordinance, but past practice has been to allow construction activities during daylight hours (between 7:00 a.m. and 7:00 p.m.).

##### *Operational Noise*

As noted above, little operational noise would be expected from the proposed project. Because the primary method of travel by project residents would be by bicycle, with

vehicle use limited to staff and visitors, little vehicle noise would be generated by the project. No other noise sources would be associated with the proposed project. An onsite manager would be at the project site 24-hours per day, and would regulate nuisance noise from residents. Implementation of the project would not lead to offsite effects related to noise generated by the project, nor would any existing offsite noise levels be exacerbated.

#### *Exposure of Project Residents to Existing Noise Sources*

The California Supreme Court has clarified CEQA practice to limit the evaluation of environmental effects only to the impact of a proposed project on the environment, and not the effects of the environment on a project. The following discussion provides information regarding potential exposure to excess noise levels from existing transportation noise sources. As directed by the Supreme Court, no environmental conclusions are made regarding this hazard. As noted above, the City of Merced maintains noise standards for land uses exposed to transportation noise. According to the *Merced Vision 2030 General Plan, Noise Element*, the project site would be exposed to noise levels in excess of those found to be normally acceptable for outdoor recreation areas. However, the proposed project does not propose to develop any outdoor recreation areas. Most onsite recreation would take place within the proposed Community Center building. Note 5 of Table N-3 permits outdoor noise levels higher than those found to be normally acceptable if indoor noise levels are maintained. The *Noise Element* requires an interior noise level of 45 dB Ldn for a proposed residential use. Because the outdoor noise level exceeds *General Plan* standards, it is likely that standard construction would be insufficient to ensure that interior noise standards are met. Implementation of the following recommended condition of approval would evaluate the ability of the existing structure to attenuate noise to meet the City's standards and identify any other measures that may be necessary to meet the City's interior noise requirements.

#### ***Recommended Condition of Approval NSE-1***

Prior to the issuance of a building permit, the project applicant or any successor in interest, shall retain a licensed professional or firm to evaluate noise levels affecting the project site, and whether the existing structures can attenuate existing transportation noise levels sufficiently to meet the City's interior standard of 45 dB Ldn. If interior standards cannot be met by the existing structures, the report shall identify measures necessary to meet the interior standards. Prior to occupancy, all needed structural improvements shall be completed.

#### **2) Less Than Significant Impact/CEQA Not Applicable**

Implementation of the proposed project would not result in the generation of any groundborne vibration or noise. The project could be exposed to existing potential sources of vibration from SR 99 and the UPRR. Refer to Item 1 above regarding the exposure of project residents to existing sources of environmental hazard.

#### **3) Less Than Significant Impact**

As noted above, little operational noise would be expected from the proposed project. Because the primary method of travel by project residents would be by bicycle, with vehicle use limited to staff and visitors, little vehicle noise would be generated by the

project. No other noise sources would be associated with the proposed project. An onsite manager would be at the project site 24-hours per day, and would regulate nuisance noise from residents. Implementation of the project would not lead to offsite effects related to noise generated by the project, nor would any existing offsite noise levels be exacerbated.

**4) Less Than Significant Impact**

The project construction will cause temporary and periodic increases in the ambient noise levels. However, because the construction noise will only be temporary and the increase in noise generated from the site would be minimal, the impacts are less than significant.

**5) CEQA Not Applicable**

The project is not located within the noise contours of any public airport. The project site is located approximately 2.2 miles from active areas of the Merced Regional Airport and approximately 7 miles from the Castle Airport. The project site is not located in any area subject to aircraft noise for either airport, and no public or private airfields are within two miles of the project area. Therefore, no population working or living at the site would be exposed to excessive levels of aircraft noise.

**6) CEQA Not Applicable**

The project is not located within the vicinity of a private airstrip. Therefore, no population working or living at the site would be exposed to excessive levels of aircraft noise.

## **L. Population and Housing**

### **SETTING AND DESCRIPTION**

The implementation of the proposed project would result in the rehabilitation of an existing motel to increase the number of rooms from an existing, but unused 37-unit motel to provide 40 sleeping rooms and a manager's apartment, for a total of 41 units. Fourteen of the units in the main motel building would provide for medical recovery care. The remaining 26 units would provide permanent, supervised housing. An existing detached building on the project site would be renovated as a project office and apartment for the complex manager. The project site is surrounded by urban uses.

### **Expected Population and Employment Growth**

According to the State Department of Finance, the City of Merced's population in 2014 was estimated to be 81,130. Population projections estimate that the Merced SUDP area will have a population of 159,900 by the Year 2030.

According to the *Merced Vision 2030 General Plan*, the City of Merced is expected to experience significant employment growth by the Year 2030.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>L.     <u>Population and Housing.</u></b> Would the project:				
1) Induce substantial population growth in an area either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			✓	
2) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
3) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓

**1) Less Than Significant Impact**

Temporary construction-related jobs would result due to the renovation and construction associated with the project, but it is unlikely that construction workers would need to relocate to Merced in order to work temporarily on the project site. Although the project would create new jobs during operations, it's unlikely that the types of jobs created would generate a large number of people who would relocate to Merced. Given the high unemployment rate for Merced, it's reasonable to assume a large number of the employees would come from the local area. However, if a large number of the employees relocated from other areas, it would not create a significant impact on the population or housing within the City of Merced. Therefore, this would be a less than significant impact.

**2) No Impact**

Implementation of the project would increase the number of housing units on the project site.

**3) No Impact**

A vacant motel currently is located on the project site. Implementation of the project would not displace any persons, but would provide additional housing and medical resources for those who are at-risk and of low and extremely-low income. Project implementation would result in an increase in the City's housing supply.

## M.Public Services

### SETTING AND DESCRIPTION

#### Fire Protection

The City of Merced Fire Department provides fire protection, rescue, and emergency medical services from five fire stations throughout the urban area. The City's Central Fire Station is located in the downtown area at 16<sup>th</sup> and G Streets. This Station would serve the proposed project.

#### Police Protection

The City of Merced Police Department provides police protection for the entire City. The Police Department employs a mixture of sworn officers, non-sworn officer positions (clerical, etc.), and unpaid volunteers (VIP). The service standard used for planning future police facilities is approximately 1.37 sworn officers per 1,000 population, per the Public Facilities Financing Plan.

#### Schools

The public school system in Merced is served by three districts: 1) Merced City School District (elementary and middle schools); 2) Merced Union High School District (MUHSD); and, 3) Weaver Union School District (serving a small area in the southeastern part of the City with elementary schools). The districts include various elementary schools, middle (junior high) schools, and high schools. The Project site falls within the Merced City School District and Merced Union High School District (MUHSD).

As the City grows, new schools will need to be built to serve our growing population. According to the Development Fee Justification Study for the MUHSD, Merced City Schools students are generated by new multi-family development at the following rate:

<b>Table 6      Student Generation Rates</b>		
<b>Commercial/Industrial Category</b>	<b>Elementary (K-8) (Students per 1,000 sq.ft.)</b>	<b>High School (9-12) (Students per 1,000 sq.ft.)</b>
Retail	0.13	0.038
Restaurants	0.00	0.157
Offices	0.28	0.048
Services	0.06	0.022
Wholesale/Warehouse	0.19	0.016
Industrial	0.30	0.147
Multi-Family	0.559	0.109

Based on the table above, the proposed change in use from commercial to high density residential would normally result in an increase in the number of students expected to be generated. However, the proposed project would add only 4 dwelling units to the 37 currently existing. Additionally, the proposed project would serve existing members of the community who are at-risk and of very low and extremely low income. The majority of the proposed units on the project site would be single occupancy units; it would be very unlikely that families would be served by the proposed project.



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>M.     <u>Public Services.</u></b> Would the project:				
1) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:				
a) Fire Protection?			✓	
b) Police Protection?			✓	
c) Schools?			✓	
d) Parks?			✓	
e) Other Public Facilities?			✓	

1) **Less Than Significant**

**a) Fire Protection**

The project site is located within Fire District #1 and would be served by Fire Station #51, located at 99 East 16<sup>th</sup> Street (approximately 515 feet from the project site). The response from this station would meet the desired response time of 4 to 6 minutes, citywide, 90 percent of the time, within the financial constraints of the City. The proposed change in land use designation would not affect fire protection services, and no new or modified fire facilities would be needed. Any changes to the building or site would be required to meet all requirements of the California Fire Code and the Merced Municipal Code. Compliance with these requirements would reduce any future impacts to a less than significant level.

**b) Police Protection**

Because the site is already developed, it is currently served by the City Police Department. The proposed change in use from motel to respite care housing could result in more calls to the site. However, all housing provided by the project would be supervised, with the result that all residents would be monitored by a social worker and overseen by the onsite manager. For this reason, implementation of the proposed project would not require any new or modified police facilities.

At the time a building permit is issued to change any use within the building from a motel use to a housing use, the developer would be required to pay Public Facility Impact Fees (PFIF). The developer would be assessed the difference between the commercial rate and the residential rate and would only be required to pay the difference in the two rates based on the size of the area being converted. Compliance with this requirement would reduce any future impacts to a less than significant level.

**c) Schools**

Based on the table and discussion provided in the “Settings and Description” section above, the proposed General Plan Amendment would be unlikely to generate additional students to the school system. As appropriate, the developer would be required to pay all fees due under the Leroy F. Greene School Facilities Act of 1988. Once these fees are paid, the satisfaction of the developer of his statutory fee under California Government Code §65995 is deemed “full and complete mitigation” of school impacts.

**d) Parks**

Development of the project would not significantly increase the use of neighborhood or regional parks. However, there could be an increase in the use of nearby bicycle facilities due to residents riding to and from the center. The proposed project will feature a Community Center building that will be open to the public for classes and special events. Payment of the fees required under the Public Facilities Financing Program (PFIF) as described above would be required at time of building permit issuance to help fund future parks and maintenance of existing parks.

**e) Other Public Facilities**

The development of the project could impact the maintenance of public facilities and could generate impacts to other governmental services. Payment of the fees required under the Public Facilities Financing Program (PFIF) as described above would mitigate these impacts to a less than significant level.

**N. Recreation**

**SETTING AND DESCRIPTION**

The City of Merced has a well-developed network of parks and recreation facilities. Eight City parks and recreation facilities are located within a one-mile radius of the Esperanza project site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>N. <u>Recreation.</u></b> Would the project:				
1) Increase the use of neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			✓	
2) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓

1) **Less the Significant Impact**

Development of the project would not significantly increase the use of neighborhood or regional parks. However, there could be an increase in the use of nearby bicycle facilities due to residents riding to and from the center. The proposed project will feature a Community Center building that will be open to the public for classes and special events. In addition, development fees would be collected from all new construction on the project site to provide additional park lands and facilities.

2) **No Impact**

The project is not responsible for the construction or expansion of any recreational facilities.

**O. Transportation/Traffic**

**SETTING AND DESCRIPTION**

The project site is located at the base of the northbound off-ramp from State Route 99 to E. 16th Street. 16<sup>th</sup> Street is considered a “major street”, with a portion of it west of the project site designated a “special section.” The site includes a driveway on 16<sup>th</sup> Street, in addition to access to the rear of the site via an alley.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>O.     <u>Transportation/Traffic.</u></b> Would the project:				
1) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e. result in a substantial increase in either vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?			✓	
2) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roadways?			✓	
3) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?			✓	
4) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?			✓	
5) Result in inadequate emergency access?			✓	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
6) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g. bus turnouts, bicycle racks)?			✓	

**1) Less Than Significant Impact**

The act of changing the General Plan Amendment and Zone Change would not affect the traffic to the site. However, the change in use and types of tenants that would locate at this site would result in a decrease in traffic.

The Institute of Transportation Engineers (ITE) Trip Generation Rates Manual (9<sup>th</sup> Edition) is used to estimate the number of trips generated by a particular use. The manual lists 0.47 trips during the PM peak hour per room for a motel. Therefore, the existing motel use would generate 17.39 trips during the PM peak hour. However, not all specific uses are identified in the manual. For the respite care housing project, the listed uses that most closely matches the proposed use is a Congregate Care Facility, with a PM peak hour trip generation rate of 0.17 per dwelling unit. Including the manager's apartment with a 0.62 trip per unit during the PM peak hour, the proposed 40-unit respite care housing project would generate 7.42 trips during the PM peak hour. Further, the project includes features that would reduce the overall vehicle miles traveled, such as: 20 rideshare bicycles and secured bike parking; offsite improvements to the pedestrian and bicycle network, including installation of a sidewalk on the east side of E Street between Main Street and the alley, reconstruction of the alley between D and E Streets, reconstruction and extension of the sidewalk along 16<sup>th</sup> Street west of the site, and the expansion of an existing bus stop; and residents would be eligible for free bus passes. Since the proposed project would result in fewer trips than the previous motel uses, there would be no reduction in LOS as a result of the project, and a less than significant impact would result.

**2) Less Than Significant Impact**

As described above, the proposed project would not result in a decrease in the level of service of the roadways adjacent to the site. This would be a less than significant impact.

**3) Less Than Significant**

The project will not result in any changes to air traffic patterns. The project site is not located within an airport use zone or in the vicinity of a private airstrip.

**4) Less Than Significant**

The project will not increase hazards due to a design feature or incompatible uses. The roadway design surrounding the project was adopted with the City's General Plan. No changes to the roadway design are being considered with this project.

**5) Less Than Significant**

No changes are proposed to the access of the site. Existing access points provide sufficient emergency access. This impact is less than significant.

## 6) Less Than Significant

The project will not conflict with any policies, plans, or programs supporting alternative transportation. The project includes several features that support alternative transportation, including: 20 rideshare bicycles and secured bike parking; offsite improvements to the pedestrian and bicycle network, including installation of a sidewalk on the east side of E Street between Main Street and the alley, reconstruction of the alley between D and E Streets, reconstruction and extension of the sidewalk along 16<sup>th</sup> Street west of the site, and the expansion of an existing bus stop; and residents would be eligible for free bus passes.

## P. Utilities and Service Systems

### SETTING AND DESCRIPTION

#### Water

The City's water system is composed of 22 groundwater production wells located throughout the City, approximately 350 miles of main lines, and 4 water tower tanks for storage. Well pump operators ensure reliability and adequate system pressure at all times to satisfy customer demand. Diesel powered generators help maintain uninterrupted operations during power outage. The City of Merced water system delivered more than 24 million gallons of drinking water per day in 2013 to approximately 20,733 residential, commercial, and industrial customer locations. The City is required to meet State Health pressure requirements, which call for a minimum of 20 psi at every service connection under the annual peak hour condition and maintenance of the annual average daily demand plus fire flow, whichever is stricter. The City of Merced Water Division is operated by the Public Works Department.

The City of Merced's wells have an average depth of 414 feet and range in depth from 161 feet to 800 feet. The depth of these wells would suggest that the City of Merced is primarily drawing water from a deep aquifer associated with the Mehrten geologic formation. Increasing urban demand and associated population growth, along with an increased shift by agricultural users from surface water to groundwater and prolonged drought have resulted in declining groundwater levels due to overdraft. This condition was recognized by the City of Merced and the Merced Irrigation District (MID) in 1993, at which time the two entities began a two-year planning process to assure a safe and reliable water supply for Eastern Merced County through the year 2030. Integrated Regional Water Planning continues today through various efforts.

#### Wastewater

Wastewater (sanitary sewer) collection and treatment in the Merced urban area is provided by the City of Merced. The wastewater collection system handles wastewater generated by residential, commercial, and industrial uses in the City.

The City Wastewater Treatment Plant (WWTP), located in the southwest part of the City about two miles south of the airport, has been periodically expanded and upgraded to meet the needs of the City's growing population and new industry. The City's wastewater treatment facility has a capacity of 11.5 million gallons per day (mgd), with an average 2006 flow of 8.5 mgd. The City has recently completed an expansion project to increase capacity to 12 mgd and upgrade to



tertiary treatment with the addition of filtration and ultraviolet disinfection. Future improvements would add another 8 mgd in capacity (in increments of 4 mgd), for a total of 20 mgd. This design capacity can support a population of approximately 174,000. The collection system will also need to be expanded as development occurs.

Treated effluent is disposed of in several ways depending on the time of year. Most of the treated effluent (75% average) is discharged to Hartley Slough throughout the year. The remaining treated effluent is delivered to a land application area and the on-site City-owned wetland area south of the treatment plant.

### Storm Drainage

The Draft *City of Merced Storm Drainage Master Plan* addresses the collection and disposal of surface water runoff in the City's SUDP. The study addresses both the collection and disposal of storm water. Systems of storm drain pipes and catch basins are laid out, sized, and costed in the plan to serve present and projected urban land uses.

It is the responsibility of the developer to ensure that utilities, including storm water and drainage facilities, are installed in compliance with City regulations and other applicable regulations. Necessary arrangements with the utility companies or other agencies will be made for such installation, according to the specifications of the governing agency and the City (Ord. 1342 § 2 (part), 1980: prior code § 25.21(f)). The disposal system is mainly composed of MID facilities, including water distribution canals and laterals, drains, and natural channels that traverse the area.

The City of Merced has been involved in developing a Storm Water Management Plan (SWMP) to fulfill requirements of storm water discharges from Small Municipal Separate Storm Sewer System (MS4) operators in accordance with Section 402(p) of the Federal Clean Water Act (CWA). The SWMP was developed to also comply with General Permit Number CAS000004, Water Quality Order No. 2003-0005-DWQ.

### **Solid Waste**

The City of Merced is served by the Highway 59 Landfill and the Highway 59 Compost Facility, located at 6040 North Highway 59, one and one-half miles north of Old Lake Road. The County of Merced is the contracting agency for landfill operations and maintenance, while the facilities are owned by the Merced County Association of Governments. The City of Merced provides services for all refuse pick-up within the City limits and franchise hauling companies collect in the unincorporated areas. In addition to these two landfill sites, there is one private disposal facility, the Flintkote County Disposal Site, at SR 59 and the Merced River. This site is restricted to concrete and earth material.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>P. <u>Utilities and Service Systems.</u></b> Would the project:				
1) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			✓	
2) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
3) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
4) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
5) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			✓	
6) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			✓	
7) Comply with federal, state, and local statutes and regulations related to solid waste?			✓	

**1) Less Than Significant Impact**

The project site is currently provided with City sewer and water service. As provided by the City, there is sufficient capacity for serving this project and other future developments within the City of Merced.

**2) Less Than Significant Impact**

The City's current water and wastewater system is capable of handling this project and other future developments within the City of Merced. No additional facilities are required.

3) **Less Than Significant Impact**

The existing development on the site currently allows surface water to drain into the City's existing storm drain system along 16<sup>th</sup> Street. As proposed, stormwater would be rerouted to the rear of the site, to connect to existing drainage facilities along D or E Streets. Because of the increase in impervious surfaces (0.16 acre) some additional stormwater flows would be generated from the site. The City's current storm drain system is sufficient to serve this development. No new facilities or expansions of existing facilities are needed.

4) **Less Than Significant Impact**

As explained above, no new water facilities are needed for this project. The existing water system is sufficient to serve the development.

5) **Less Than Significant Impact**

Refer to item 2 above.

6) **Less Than Significant Impact**

The City of Merced uses the Highway 59 landfill. Sufficient capacity is available to serve the future project. According to the *Merced Vision 2030* General Plan DEIR, the landfill has capacity to serve the City through 2030.

7) **Less Than Significant Impact**

All construction on the site would be required to comply with all local, state, and federal regulations regarding solid waste, including recycling.

**Q. Mandatory Findings of Significance**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>Q. <u>Mandatory Findings of Significance.</u></b> Would the project:				
1) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			✓	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
2) Have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probably future projects.)			✓	
3) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			✓	

#### 1) **Less Than Significant Impact**

As previously discussed in this document, the project does not have the potential to adversely affect biological resources or cultural resources because such resources are lacking on the project site, and any potential impacts would be avoided with implementation of the mitigation measures and other applicable codes identified in this report. Also, the project would not significantly change the existing urban setting of the project area. Thus, this impact would be less than significant.

#### 2) **Less Than Significant Impact**

The Program Environmental Impact Report conducted for the *Merced Vision 2030 General Plan, the General Plan Program EIR* (SCH# 2008071069), has recognized that future development and build-out of the SUDP/SOI will result in cumulative and unavoidable impacts in the areas of Air Quality and Loss of Agricultural Soils. In conjunction with this conclusion, the City has adopted a Statement of Overriding Considerations for these impacts (Resolution #2011-63) which is herein incorporated by reference.

The certified General Plan EIR addressed and analyzed cumulative impacts resulting from changing agricultural use to urban uses. No new or unaddressed cumulative impacts will result from the Project that have not previously been considered by the certified General Plan EIR or by the Statement of Overriding Considerations, or mitigated by this Expanded Initial Study. This Initial Study does not disclose any new and/or feasible mitigation measures which would lessen the unavoidable and significant cumulative impacts.

The analysis of impacts associated with the development of the proposed General Plan Amendment and Zone Change would contribute to the cumulative air quality and agricultural impacts identified in the General Plan EIR. In the case of air quality, emissions from the proposed project would be less than the existing motel use, and with respect to agricultural resources, there are no farmlands on or adjacent to the project site

within the urban core of the City. The nature and extent of these impacts, however, falls within the parameters of impacts previously analyzed in the General Plan EIR. No individual or cumulative impacts will be created by the Project that have not previously been considered at the program level by the General Plan EIR or mitigated by this Initial Study.

### **3) Less Than Significant Impact**

Development anticipated by the *Merced Vision 2030 General Plan* will have significant adverse effects on human beings. These include the incremental degradation of air quality in the San Joaquin Basin, the loss of prime agricultural soils, the incremental increase in traffic, and the increased demand on natural resources, public services, and facilities. However, consistent with the provisions of CEQA previously identified, the analysis of the proposed Esperanza project is limited to those impacts which are peculiar to the Esperanza project site or which were not previously identified as significant effects in the prior EIR. The previously-certified General Plan EIR and the Statement of Overriding Considerations addressed those cumulative impacts; hence, there is no requirement to address them again as part of this Project.

This previous EIR concluded that these significant adverse impacts are accounted for in the mitigation measures incorporated into the General Plan EIR. In addition, a Statement of Overriding Considerations was adopted by City Council Resolution #2011-63 that indicates that the significant impacts associated with development of the General Plan project are offset by the benefits that will be realized in providing necessary jobs for residents of the City. The analysis and mitigation of impacts has been detailed in the Environmental Impact Report prepared for the *Merced Vision 2030 General Plan*, which are incorporated into this document by reference.

While this issue was addressed and resolved with the General Plan EIR in an abundance of caution, in order to fulfill CEQA's mandate to fully disclose potential environmental consequences of projects, this analysis is considered herein. However, as a full disclosure document, this issue is repeated in abbreviated form for purposes of disclosure, even though it was resolved as a part of the General Plan.

Potential impacts associated with the Project's development have been described in this Initial Study. All impacts were determined to be less than significant.

## **R. Greenhouse Gas Emissions**

### **SETTING AND DESCRIPTION**

The issue of project-generated Greenhouse Gas (GHG) Emissions is a reflection of the larger concern of Global Climate Change. While GHG emissions can be evaluated on a project level, overall, the issue reflects a more regional or global concern. CEQA requires all projects to discuss a project's GHG contributions. However, from the standpoint of CEQA, GHG impacts on global climate change are inherently cumulative. The quantity of GHGs that it takes to ultimately result in climate change is not precisely known; however, it can safely be assumed that existing conditions do not measurably contribute to a noticeable incremental change in the global climate.



A Greenhouse Gas study for this project was prepared by Environmental Planning Partners, Inc. (Attachment F). The study analyzed the emissions associated with the proposed project construction and operations.

The City of Merced has not developed or adopted a CEQA threshold for determining the significance of GHG emissions at the project-level. The San Joaquin Valley Air Pollution Control District (SJVAPCD) thresholds were considered for use in the study; however, based on a recent Supreme Court decision<sup>2</sup> that questioned the use of Scoping Plan targets for individual projects without adequate explanation, this analysis does not use demonstration of a 29 percent reduction in GHG emissions from Business As Usual emissions to determine that a project would have a less than cumulatively significant impact. This analysis uses a numeric threshold for land use projects of 1,100 metric tons CO<sub>2</sub>e (carbon dioxide equivalents) per year for both construction and operation emissions. If emissions exceed 1,100 metric tons of CO<sub>2</sub>e per year, then a significant impact would result. The project proponent would be required to either mitigate below the 1,100 threshold or implement all feasible mitigation for a project.

To determine the proposed project GHG emissions, the following scenarios were calculated:

- Motel Scenario – historical motel operations were used to reflect baseline emissions.
- Construction Scenario - New construction on the site would include a 4,800-square-foot community center, internal walkways, a companion animal exercise area, and secured bike parking, in addition to offsite sidewalk improvements, alley improvements, and bus stop improvements.
- Project Scenario – this scenario includes voluntary project features and state regulations enacted as a result of AB 32. The state regulations accounted for in the Project Scenario include the Renewable Portfolio Standard, Title 24 Energy Efficiency Building Standards, Low Carbon Fuel Standard, and the Pavley I Standard. The project features accounted for in the Project Scenario include pedestrian access on-site and contiguous with the site, providing affordable housing units, as well as expansion of a bus pullout near the project site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>R. <u>Greenhouse Gas Emissions.</u></b> Would the project:				
1) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
2) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			✓	

2 Center for Biological Diversity v. Department of Fish and Wildlife (2015) 62 Cal.4th 204.

### 1) Less Than Significant Impact

Construction of the proposed project would generate GHG emissions through on-site use of heavy duty construction equipment and offsite vehicle trips made by construction workers and haul/delivery trucks that would travel to and from the project site. New construction on the site would include a 4,800-square-foot community center, internal walkways, a companion animal exercise area, and secured bike parking.

Operation of the proposed project or the existing motel would result in GHG emissions from the following primary sources: energy (electricity and natural gas used on site), mobile (on-road mobile vehicle traffic generated by the project), solid waste disposal by the land use, water usage by the land use, and area sources (landscaping equipment). Table 7 includes both construction and operation GHG emissions.

<b>Table 7      Summary of Estimated Greenhouse Gas Emissions from Construction and Operation of the Esperanza Project</b>			
	<b>Construction-Related Emissions</b>	<b>Existing Motel (Baseline)</b>	<b>Proposed Project</b>
<b>Greenhouse Gas Emissions</b>	65.7 MT CO <sub>2</sub> e/year	466 MT CO <sub>2</sub> e/year	259 MT CO <sub>2</sub> e/year
<b>Significance Threshold</b>	<b>1,100 MT CO<sub>2</sub>e/year</b>	<b>1,100 MT CO<sub>2</sub>e/year</b>	<b>1,100 MT CO<sub>2</sub>e/year</b>
<b>Exceed Threshold?</b>	<b>NO</b>	<b>NO</b>	<b>NO</b>

Notes: MT = metric ton; CO<sub>2</sub>e = carbon dioxide equivalent; GHG = greenhouse gas.

Source: Planning Partners 2016. See Attachments F and G for modeling results and assumptions used for calculations.

As shown in Table 7, construction activities associated with the proposed project are estimated to result in a maximum annual emissions of 65.7 metric tons of CO<sub>2</sub>e per year, which would not exceed the established construction threshold of significance of 1,100 metric tons of CO<sub>2</sub>e per year.

Table 7 shows the proposed project operations would generate an estimated 259 metric tons of CO<sub>2</sub>e per year, which would not exceed the significance threshold of 1,100 metric tons of CO<sub>2</sub>e per year. The proposed project includes the construction of a bus pullout and several connecting sidewalks leading to the bus stop. According to the project applicant, residents of Esperanza would be eligible for bus passes and participation in Esperanza's bike share program. Improvements to an existing alley behind Esperanza would create a thoroughfare for pedestrians and bicyclists to access the bike lanes and sidewalks on Main Street. All of these improvements would reduce vehicle miles travelled, and associated GHG emissions. Further, baseline GHG emissions from the motel use would be approximately 466 metric tons of CO<sub>2</sub>e per year. Therefore, the proposed project GHG emissions would be less than GHG emissions from the existing motel land use, and the project would be considered to have a less-than-significant cumulatively considerable impact on climate change.

**Energy Efficiency:** The new buildings would be required to meet the Energy Code and Green Building Standards Code. According to the project applicant, the proposed project would include installation of solar panels on some of the new roofed areas. Because the energy to be generated by the photovoltaic system is currently not known, the energy efficiency could not be included in CalEEMod calculations. With implementation of

these energy efficiency features and compliance with building regulations, the proposed project operations would be considered energy efficient.

**2) Less Than Significant Impact**

The proposed project would support many of the goals identified in the City's Climate Action Plan. The project would help reduce vehicle miles traveled by increasing Merced's infill development, providing bicycle parking, a bicycle rideshare program, improved pedestrian access, and improved access to public transit. The proposed project would also generate electricity with the installation of solar panels. As such, the proposed project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions and impacts would be less-than-significant.


#### **4. ENVIRONMENTAL DETERMINATION**

On the basis of this initial environmental evaluation:

I find that the project could have a significant effect on the environment, and that  
  X   a NEGATIVE DECLARATION HAS BEEN PREPARED for public review.

April 6, 2016

  
\_\_\_\_\_  
Julie Nelson, Associate Planner

  
\_\_\_\_\_  
David Gonzalves, Director of Development Services  
Environmental Coordinator  
City of Merced

Distributed for Public Review: April 14, 2016

#### **5. PREPARERS OF THE INITIAL STUDY**

##### **LEAD AGENCY**

City of Merced  
Planning & Permitting Division  
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## **6. LITERATURE CITED**

The following documents were referred to as information sources during preparation of this document. They are available for public review at the web addresses shown after the listing. All documents without an Internet address are available at the City of Merced, Planning & Permitting Division, 678 West 18<sup>th</sup> Street, Merced, CA 95340.

California, State of. 2011. California Department of Transportation (Caltrans). California Scenic Highway Mapping System. "Officially Designated State Scenic Highways and Historic Parkways." Updated September 7, 2011. Accessed on April 1, 2016 by Raadha Jacobstein at < [http://www.dot.ca.gov/hq/LandArch/16\\_livability/scenic\\_highways/index.htm](http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/index.htm)>

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## **7. ATTACHMENTS:**

- A) Project Location
- B) Site Plan
- C) Offsite Improvements
- D) School within ¼ mile Radius
- E) Flood Map
- F) GHG Technical Appendix
- G) CalEEMod Emissions Data
- H) Public Hearing Notice
- I) Public Hearing Notice Map





MAIN

Residential  
(R-2 Zoning)

Econostudios  
Apartments

SUBJECT  
SITE

Freeman & Sons  
Body Shop

99

99

16TH

99

16TH

99

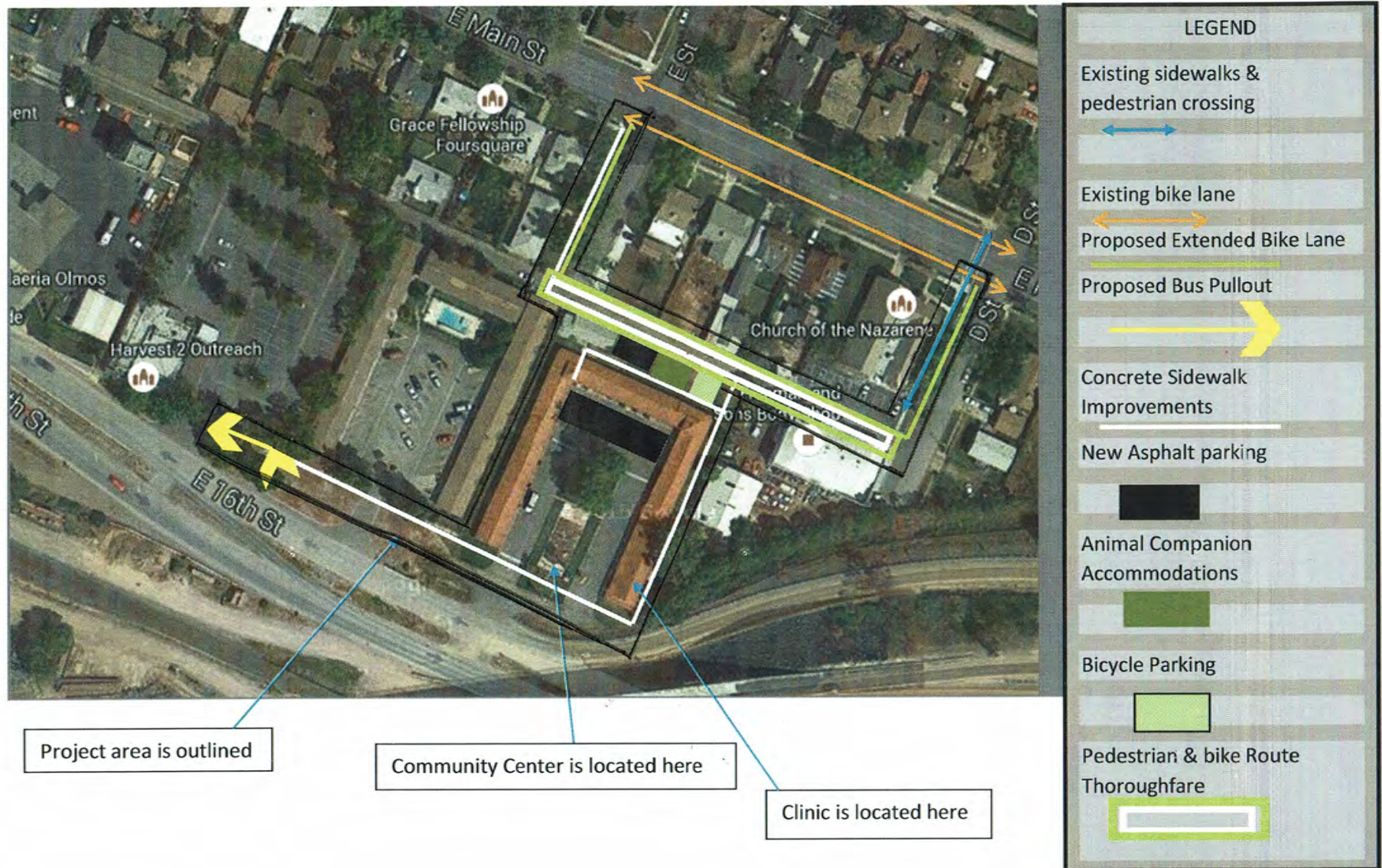
777












Esperanza Sustainable Transportation Infrastructures  
Improvements to Connectivity Map



We would like to apologize for not having a shapefile available at this time. We currently do not have the expertise or the software to create one and it has been our experience working with MCAG that they would most definitely need more time to create one. We will provide the requested shapefiles during the final application period.



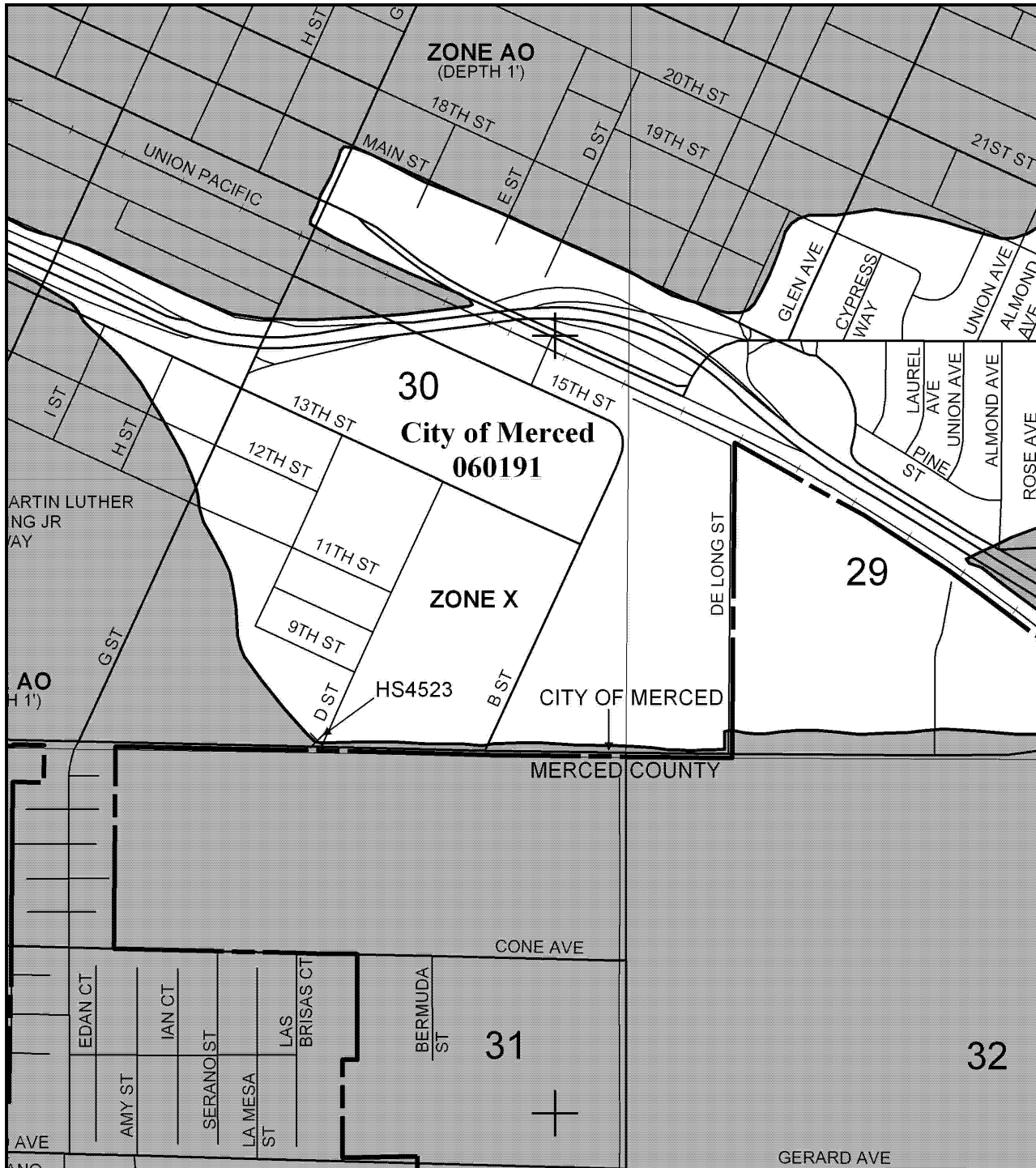
### Schools within 1/4 mile of the Esperanza Site

-  Esperanza Project Site
-  Independence High School
-  Merced Adult School
-  Schools with 1/4 Mile Radius of Esperanza Site
-  Yosemite High School

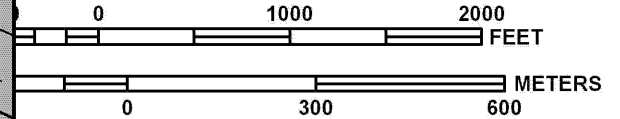
© 2016 Google

2000 ft





MAP SCALE 1" = 1000'



PANEL 0440G

**FIRM**

**FLOOD INSURANCE RATE MAP**

**MERCED COUNTY,  
CALIFORNIA  
AND INCORPORATED AREAS**

**PANEL 440 OF 1225**

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
MERCED, CITY OF	060191	0440	G
MERCED COUNTY	060188	0440	G

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



**MAP NUMBER  
06047C0440G**

**MAP REVISED  
DECEMBER 2, 2008**

**Federal Emergency Management Agency**

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



## **GREENHOUSE GAS ANALYSIS FOR THE ESPERANZA DEVELOPMENT PROJECT**

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This greenhouse gas (GHG) emissions technical analysis was prepared for the proposed Esperanza project to be located at 205 E. 16<sup>th</sup> Street at the base of the northbound off ramp from State Route 99 to E. 16<sup>th</sup> Street in the City of Merced. The analysis was prepared pursuant to the California Environmental Quality Act (CEQA) and for the Initial Study prepared for the proposed project.

### **PROJECT SUMMARY**

The subject site is a 1.12-acre parcel located at 205 E. 16<sup>th</sup> Street (APN 034-204-002). The site is currently zoned Thoroughfare Commercial (C-T) and has a General Plan designation of Thoroughfare Commercial (CT).

The applicant is requesting to change the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) and to change the Site zoning designation from Thoroughfare Commercial (C-T) to High Density Residential (R-4) to allow the rehabilitation of an existing motel to provide housing and medical care to those who are at-risk and of low and extremely low income.

The proposed project would rehabilitate an existing, but unused, 37-unit motel to provide 40 sleeping rooms and a manager's apartment, for a total of 41 units. New construction on the site would include a 4,800 square foot community center with a kitchen and laundry room, internal walkways, a companion animal exercise area, and secured bike parking. Twenty rideshare bicycles would be provided for the use of the residents. With implementation of the proposed project, existing parking on the site would be reduced to 11 spaces with access to E. 16<sup>th</sup> Street, and four spaces with access to the alley at the rear of the Site. Proposed offsite improvements include installation of a sidewalk on the east side of E Street between Main Street and the alley, reconstruction of the alley between D and E Streets, reconstruction and extension of sidewalk along 16<sup>th</sup> Street west of the Site, and the expansion of an existing bus stop.

### **ENVIRONMENTAL SETTING**

Global Warming is a public health and environmental concern around the world. As global concentrations of atmospheric greenhouse gases increase, global temperatures increase, weather extremes increase, and air pollution concentrations increase. Global warming and climate change has been observed to contribute to poor air quality, rising sea levels, melting glaciers, stronger storms, more intense and longer droughts, more frequent heat waves, increases in the number of wildfires and their intensity, and other threats to human health (IPCC 2013). With the exception of 1998, the 10 warmest years in the 136-year record of global temperatures all have occurred since 2000, with 2015 ranking as the warmest year on record (NOAA 2016). Hotter days facilitate the formation of ozone, increases in smog emissions, and increases in public health impacts (e.g., premature deaths, hospital admissions, asthma attacks, and respiratory conditions) (EPA 2015). Averaged global combined land and ocean surface temperatures have risen by roughly 0.85°C from 1880 to 2012 (IPCC 2013). Because oceans tend to warm and cool more slowly than land areas, continents have warmed the most. If greenhouse gas emissions continue to increase, climate models predict that the average temperature at the Earth's surface is likely to increase by over 1.5°C by the year 2100 relative

to the period from 1850 to 1900 (IPCC 2013). The City of Merced Climate Action Plan (2012) lists higher temperatures, flooding, and drought as the major potential climate hazards that may be exacerbated by climate change.

### ***Greenhouse Gases***

Naturally occurring greenhouse gases include water vapor, carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), and ozone (O<sub>3</sub>). Several classes of halogenated substances that contain fluorine, chlorine, or bromine are also greenhouse gases, but they are, for the most part, emitted solely by human activities. There are also several gases that, although they do not have a direct radiative forcing effect, do influence the formation and destruction of ozone, which does have such a terrestrial radiation absorbing effect. These gases, referred to here as ozone precursors, include carbon monoxide (CO), oxides of nitrogen (NO<sub>x</sub>), and non-methane volatile organic compounds (NMVOC). Aerosols (extremely small particles or liquid droplets emitted directly or produced as a result of atmospheric reactions) can also affect the absorptive characteristics of the atmosphere.

### ***State and Local Greenhouse Gas Emissions***

California carbon dioxide equivalent emissions were approximately 459.28 million metric tons in 2013 (ARB 2015). While there has been an increase in GHG emissions from 2010 levels of 453.06 million metric tons, there has been an overall decrease from 2004 emissions of 492.86 million metric tons. Of GHG emissions from within California, over 36 percent is from transportation and nearly 20 percent is from electric power. Other sources of GHG emissions include commercial and residential (9.5 percent), agriculture (7.9 percent), industrial (20.2 percent), recycling and waste (1.9 percent), and other sources (4 percent) (ARB 2015).

As reported in the City of Merced 2011 Inventory of Community and Government Operations Greenhouse Gas Emissions (2014), GHG emissions from the City totaled 505,579 metric tons (MT) CO<sub>2</sub>e in 2011. Transportation activities contributed the greatest amount of emissions (42 percent), and activities in the commercial/industrial and residential sectors resulted in the second and third greatest emissions (32 percent and 21 percent respectively).

### ***The Greenhouse Effect (Natural and Anthropogenic)***

The Earth naturally absorbs and reflects incoming solar radiation and emits longer wavelength terrestrial (thermal) radiation back into space. On average, the absorbed solar radiation is balanced by the outgoing terrestrial radiation emitted to space. A portion of this terrestrial radiation, though, is itself absorbed by gases in the atmosphere. The energy from this absorbed terrestrial radiation warms the Earth's surface and atmosphere, creating what is known as the "natural greenhouse effect." The greenhouse effect is primarily a function of the concentration of water vapor, carbon dioxide, methane, nitrous oxide, ozone, and other trace gases in the atmosphere that absorb the terrestrial radiation leaving the surface of the Earth. Changes in the atmospheric concentrations of these greenhouse gases can alter the balance of energy transfers between the atmosphere, space, land, and the oceans. Holding everything else constant, increases in greenhouse gas concentrations in the atmosphere will likely contribute to an increase in global average temperature and related climate changes (EPA 2015a).

## REGULATORY FRAMEWORK

### *State of California*

There are numerous laws that have been signed into effect in California in efforts to reduce GHG emissions. In 2006, the State signed into law the California Global Warming Solutions Act of 2006 (Assembly Bill [AB] 32, codified at Section 1, Division 25.5, Section 38500 et seq. of the California Health & Safety Code). This law sets a target to reduce statewide GHG emissions to 1990 levels (426.6 MMT CO<sub>2</sub>E) by 2020 and represents California's fair share contribution toward stabilizing global warming. AB 32 also required the ARB to design and implement a plan identifying strategies and regulations to meet the statewide target. The resulting **Climate Change Scoping Plan** (2008 Scoping Plan), adopted in 2008, estimated that GHG emissions in the state need to be reduced by approximately 29 percent below 2020 "business-as-usual" (BAU) forecasted emissions (596 MMT CO<sub>2</sub>E), or 15 percent below the GHG emissions levels at the time the 2008 Scoping Plan was prepared. Key elements of the plan include:

- Adopting and implementing measures pursuant to existing state laws and policies, including California's goods movement measures, Clean Car Standards (Pavley Standard) and the Low Carbon Fuel Standard;
- Expanding energy efficiency and green building practices;
- Achieving a statewide renewables energy mix of 33 percent (Renewable Portfolio Standard);
- Reducing methane emissions from landfills;
- Developing a California cap-and-trade program;
- Targets for transportation-related GHG emissions;
- Increasing solid waste diversion; and
- Strengthening water efficiency programs.

In 2011, the ARB updated the 2020 forecast to account for new estimates for future fuel and energy demand as well as other factors. The updated forecast projects statewide BAU emissions to be 506.8 MMT CO<sub>2</sub>E in 2020. Considering the updated BAU forecast of 506.8 MMT CO<sub>2</sub>E, the ARB now estimates a 16 percent reduction below the estimated statewide BAU levels would now be necessary to return to 1990 emission levels (i.e., 426.6 MMT CO<sub>2</sub>E) by 2020, instead of the 29 percent BAU reduction previously reported under the 2008 Scoping Plan (ARB 2014).

Senate Bill (SB) 97, signed August 2007, acknowledges that climate change is a prominent environmental issue that requires analysis under CEQA. This bill directs the State Office of Planning and Research to develop guidelines for the feasible mitigation of GHG emissions or the effects of GHG emissions. These guidelines were adopted in December 2009 and were made effective March 18, 2010. The amendments include an explicit requirement that EIRs analyze GHG emissions resulting from a project when the incremental contribution of those emissions may be cumulatively considerable.

Executive Order B-30-15, signed April 2015, establishes a California greenhouse gas reduction target of 40 percent below 1990 levels by 2030. The 2030 target acts as an interim goal on the way to achieving reductions of 80 percent below 1990 levels by 2050, a goal set by former Governor

Schwarzenegger in 2005 with Executive Order S-3-05. The Executive Order requires state agencies consider “full life-cycle cost accounting” when making future planning and investment decisions. To help state agencies incorporate climate change impacts into planning and investment decisions, the Executive Order requires the Governor’s Office of Planning and Research to establish a technical, advisory group on the issue.

The *California Green Building Standards Code* (CALGreen Code)(California Code of Regulations, Title 24, Part 11) is a part of the California Building Standards Code that comprehensively regulates the planning, design, operation, and construction of newly constructed buildings throughout the state. Both mandatory and voluntary measures are included in the CALGreen Code. Mandatory measures for non-residential structures include standards for light pollution reduction, energy efficiency, and water conservation, among others.

### *San Joaquin Valley Air Pollution Control District*

The SJVAPCD is the regional air quality management agency in the Central Valley and the agency with air permitting authority in the region. On December 17, 2009, the SJVAPCD adopted guidance for assessing and reducing the impacts of project-specific GHG emissions on global climate change: *Guidance for Valley Land-Use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA*. It also adopted the policy: *District Policy – Addressing GHG Emission Impacts for Stationary Source Projects under CEQA When Serving as the Lead Agency*. The SJVAPCD found that the effects of project-specific emissions to be cumulative, and without mitigation, their incremental contribution to global climatic change could be considered cumulatively considerable. The SJVAPCD further found that this cumulative impact is best addressed by requiring all projects to reduce their GHG emissions consistent with the AB 32 target, whether through project design elements or mitigation. In accordance with this guidance, a project would be considered to have a less-than-significant cumulatively considerable impact on climate change if the project:

- Implements SJVAPCD adopted Best Performance Standards (BPS);
- Complies with an approved GHG plan or mitigation program; or
- Demonstrates a 29 percent reduction<sup>1</sup> in GHG emissions from business-as-usual (BAU).

The analysis for the proposed project does not use any of the SJVAPCD criteria for determining the significance of GHG emissions, for the following reasons: (1) There are no adopted BPS for a development project; (2) the City of Merced does not have an adopted GHG reduction plan or climate action plan that qualifies under CEQA; (3) The California Supreme Court<sup>2</sup> questioned the use of Scoping Plan targets for individual projects without adequate explanation. Therefore, this analysis does not use demonstration of a 29 percent reduction in GHG emissions from BAU emissions to determine that a project would have a less than cumulatively significant impact consistent with GHG emission reduction targets established in the ARB’s AB 32 Scoping Plan. The SJVAPCD guidance does not limit the lead agency from establishing its own methodology in

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<sup>1</sup> The California Attorney General (AG) has expressed opposition to SJVAPCD strategy, claiming it leaves a number of unanswered questions, and the AG’s office issued a letter dated November 4, 2009 stating that the proposed approach would “not withstand legal scrutiny and may result in significant lost opportunities for the Air District and local governments to require mitigation of GHG emissions.” The AG stated that the threshold does not take into account the need for new development to be more GHG-efficient than existing development to achieve AB 32 goals, given that past and current sources of emissions, which are substantially less efficient than this average, will continue to exist and emit.

<sup>2</sup> Center for Biological Diversity v. Department of Fish and Wildlife (2015) 62 Cal.4th 204.

determining the significance of project-related greenhouse gas emissions and global climate change impacts.

### *City of Merced*

On June 6, 2012 the Merced City Council voted to include a GHG reduction target of 1990 levels by 2020, or 15 percent below 2008 levels by 2020, consistent with AB 32 in the City's Climate Action Plan<sup>3</sup>. In August 2012, the City of Merced approved its *Climate Action Plan*, which provides guidance to meet the target and identifies over 150 potential ways to reduce GHG emissions and the community's influence on climate change. The City is in the process of developing a more detailed programmatic climate action plan that will qualify as a plan for the reduction of GHG emissions under CEQA Section 15183.5.

## IMPACT ANALYSIS

### *Introduction*

The California Environmental Quality Act (CEQA) requires agencies to identify a project's potentially significant effects on the environment, and to mitigate significant effects whenever feasible. This includes the potential environmental effects of greenhouse gas (GHG) emissions. CEQA encourages public agencies to adopt "thresholds of significance" to use in determining the significance of environmental effects. A threshold of significance is an identifiable quantitative, qualitative, or performance level of a particular environmental effect. Exceedance of a threshold of significance would normally result in a determination that the project would have a significant environmental impact. Conversely, non-exceedance of a significance threshold would normally result in a determination that project would not have a significant environmental impact. In regards to thresholds of significance for GHG emissions, CEQA Guidelines Section 15064.7(c) states that a lead agency "may consider thresholds of significance previously adopted or recommended by other public agencies or recommended by experts, provided the decision of the lead agency to adopt such thresholds is supported by substantial evidence."

CEQA requires projects to be evaluated for consistency with "applicable general plans and regional plans" (CEQA Guidelines Section 15125(e)). Such plans would include "plans for the reduction of greenhouse gas emissions" (CEQA Guidelines Section 15183.5(b)). These plans involve legislative or regulatory programs applicable to all projects or classes of projects within the region. They establish standards that are independent of the impact analysis described in the CEQA Guidelines (see provisions beginning with Section 15126). The program for GHG emission reductions and maintenance, which ultimately is intended to result from AB 32, would constitute such a regional plan **when adopted**. However, under AB 32, that program does not yet exist. Furthermore, at this time there is no regional or City of Merced greenhouse gas reduction plan or climate action plan that qualifies under CEQA. Therefore, there is no local, regional, or statewide plan regulating global warming by which the proposed project can be measured. The California Air Resources Board (ARB) has established preliminary approaches to establishing significance thresholds, and the San Joaquin Valley Air Pollution Control District has issued guidance for evaluating project-level GHG effects, as discussed above.

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<sup>3</sup> The ARB Scoping Plan (2008) states that reducing GHG emissions to 1990 levels by 2020 is approximately the same as reducing "current" (2005-2008) emissions levels by 15 percent by 2020.



## Significance Thresholds

In its significance analysis, CEQA states that a lead agency should consider the following factors, among others:

- The extent to which the project may increase or decrease greenhouse gas emissions as compared to the existing environmental setting;
- Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project;
- The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions. Such requirements must be adopted by the relevant public agency through a public review process and must reduce or mitigate the project's incremental contribution of greenhouse gas emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project. (CEQA Guidelines Section 15064.4(b))

When determining the significance of GHG emissions, the State CEQA Guidelines specify that thresholds adopted by other agencies may be considered by lead agencies when determining project significance. In efforts to identify a numeric threshold that could be appropriate for this analysis, the table below summarizes numeric GHG emissions thresholds adopted by other Air Districts, including the South Coast Air Quality Management District (SCAQMD), the Bay Area Air Quality Management District (BAAQMD), and the Sacramento Metropolitan Air Quality Management District (SMAQMD).

Category	SCAQMD	BAAQMD	SMAQMD
Construction	30-yr amortization applied to operational	None recommended	1,100 t/yr CO <sub>2</sub> e
Stationary Sources Operation	10,000 t/yr CO <sub>2</sub> e	10,000 t/yr CO <sub>2</sub> e	10,000 t/yr CO <sub>2</sub> e
Land Use Projects	3,000 t/yr CO <sub>2</sub> e OR 4.6 t CO <sub>2</sub> e/SP/yr	1,100 t/yr CO <sub>2</sub> e OR 4.6 t CO <sub>2</sub> e/SP/yr	1,100 t/yr CO <sub>2</sub> e

SP = Service Population; t/yr = metric tons per year; CO<sub>2</sub>e = carbon dioxide equivalents

SCAQMD = South Coast Air Quality Management District; BAAQMD = Bay Area Air Quality Management District; SMAQMD = Sacramento Metropolitan Air Quality Management District

This analysis uses the more conservative and commonly adopted numeric threshold for land use projects of 1,100 metric tons CO<sub>2</sub>e per year for both construction and operation emissions. If emissions exceed 1,100 metric tons of CO<sub>2</sub>e per year, then a significant impact would result. The project proponent would be required to either mitigate below the 1,100 threshold or implement all feasible mitigation for a project. Additionally, lead agencies must demonstrate how a project does not “conflict with implementation of an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases” in accordance with the CEQA Initial Study checklist (CEQA Guidelines, Appendix G, Section VII).

### *Establishing the Proper Baseline*

To determine whether an impact is significant, a “baseline” set of environmental conditions is required against which agencies can assess the significance of project impacts. As established by CEQA Guidelines Section 15125(a), the existing environmental setting, usually established at the time a Notice of Preparation is issued, should normally constitute the baseline. Therefore, “the impacts of a proposed project are ordinarily to be compared to the actual environmental conditions existing at the time of CEQA analysis, rather than to allowable conditions defined by a plan or regulatory framework” (*Communities for a Better Environment v. South Coast Air Quality Management District* (2010) 158 Cal.App.4th 1336). Essentially, prior operating permits or permit levels do not in themselves establish a baseline for CEQA review of a new project.

The existing 37-unit motel is currently not in use. However, based on the historical operation as a motel, and since operations at the motel could be re-initiated without further discretionary approvals, the baseline emissions are considered to be those that would occur during operations of the 37-unit motel.

### *Mitigation Measure Selection*

As identified above, for projects that exceed 1,100 metric tons of CO<sub>2</sub>e per year, all feasible mitigation measures would need to be implemented. For this analysis, feasible was defined to be all applicable measures included in the CAPCOA report “Quantifying Greenhouse Gas Mitigation Measures” (August 2010) and as included in the CalEEMod mitigation options.

### *Methodology*

GHG emissions associated with project construction and operations were estimated using the California Emissions Estimator Model (CalEEMod) version 2013.2.2. The model was developed in collaboration with and supported by the air districts of California, including the SJVAPCD. The model quantifies direct emissions from project construction and operations (including vehicle use), as well as indirect emissions, such as GHG emissions from energy use, solid waste disposal, vegetation planting and/or removal, and water use. CalEEMod utilizes widely accepted models for emission estimates combined with appropriate default data that can be used if site-specific information is not available. Where project-specific inputs were not available, default data (e.g., emission factors, trip lengths, meteorology, source inventory, etc.) for Merced County was used to calculate GHG emissions associated with the project. Complete results from CalEEMod, as well as site-specific inputs and assumptions are included in the Appendix to this report.

To determine the proposed project GHG emissions, the following scenarios were calculated:

- Motel Scenario – this is reflective of baseline emissions.
- Project Scenario – this scenario includes voluntary project features and state regulations enacted as a result of AB 32. The state regulations accounted for in the Project Scenario include the Renewable Portfolio Standard, Title 24 Energy Efficiency Building Standards, Low Carbon Fuel Standard, and the Pavley I Standard. The project features accounted for in the Project Scenario include pedestrian access on-site and contiguous with the site, providing affordable housing units, as well as expansion of a bus pullout near the project site.

## Impacts

### Would the proposed project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?

Greenhouse gas emissions would be generated from the proposed project during construction and operation. Temporary GHG emissions would occur during construction activities, predominantly from heavy-duty construction equipment exhaust and worker commute trips. New construction on the site would include a 4,800 square foot community center, internal walkways, a companion animal exercise area, and secured bike parking, in addition to offsite sidewalk improvements, alley improvements, and bus stop improvements. Default CalEEMod construction parameters were used to calculate GHG emissions from project construction.

The estimated construction-related GHG emissions are summarized in Table 1 (see Appendix B for CalEEMod Model output).

<b>Table 1      Summary of Estimated Greenhouse Gas Emissions from Construction of the Esperanza Project</b>		
<b>Emissions Source</b>		<b>Greenhouse Gas Emissions (metric tons CO<sub>2</sub>e/year)</b>
<b>Construction-Related Emissions</b>	<b>2017</b>	65.7

Notes: CO<sub>2</sub>e = carbon dioxide equivalent; GHG = greenhouse gas.

Source: Planning Partners 2016. See Appendix B for modeling results and assumptions used for calculations.

Construction activities associated with the proposed project are estimated to result in a maximum annual emissions of 65.7 metric tons of CO<sub>2</sub>e per year, which would not exceed the established construction threshold of significance of 1,100 metric tons of CO<sub>2</sub>e per year.

Operation of the proposed project or the existing motel would result in GHG emissions from the following primary sources: energy (electricity and natural gas used on site), mobile (on-road mobile vehicle traffic generated by the project), solid waste disposal by the land use, water usage by the land use, and area sources (landscaping equipment). The estimated motel and proposed project operational emissions are summarized in Table 2 (see Appendix B for CalEEMod Model output).

<b>Table 2      Summary of Estimated Greenhouse Gas Emissions for the Esperanza Project</b>		
	<b>Existing Motel (Baseline)</b>	<b>Proposed Project</b>
<b>Emissions Category</b>	<b>Greenhouse Gas Emissions (metric tons CO<sub>2</sub>e/year)</b>	
<i>Area</i>	0.0009	23.7
<i>Energy</i>	201	61.8
<i>Mobile</i>	253	147
<i>Waste</i>	9.2	16.8
<i>Water</i>	2.8	9.3
<b>Total GHG Emissions</b>	<b>466</b>	<b>259</b>

Notes: CO<sub>2</sub>e = carbon dioxide equivalent; GHG = greenhouse gas; numbers may not add up exactly due to rounding.

Source: Planning Partners 2016. See Appendix B for modeling results and assumptions used for calculations.

Table 2 shows the proposed project operations would generate an estimated 259 metric tons of CO<sub>2</sub>e per year, which would not exceed the significance threshold of 1,100 metric tons of CO<sub>2</sub>e per year. The proposed project includes the construction of a bus pullout and several connecting sidewalks leading to the bus stop. According to the project applicant, residents of Esperanza would be eligible for bus passes and participation in Esperanza's bike share program. Improvements to an existing alley behind Esperanza would create a thoroughfare for pedestrians and bicyclists to access the bike lanes and sidewalks on Main Street. All of these improvements would reduce vehicle miles travelled, and associated GHG emissions. Further, baseline GHG emissions from the motel use would be approximately 466 metric tons of CO<sub>2</sub>e per year. Therefore, the proposed project GHG emissions would be less than GHG emissions from the existing motel land use, and the project would be considered to have a less-than-significant cumulatively considerable impact on climate change.

**Energy Efficiency:** The new buildings would be required to meet the Energy Code and Green Building Standards Code. According to the project applicant, the proposed project would include installation of solar panels on some of the new roofed areas. Because the energy to be generated by the photovoltaic system is currently not known, the energy efficiency could not be included in CalEEMod calculations. With implementation of these energy efficiency features and compliance with building regulations, the proposed project operations would be considered energy efficient.

#### **Would the proposed project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs?**

The proposed project would support many of the goals identified in the City's Climate Action Plan. The project would help reduce vehicle miles traveled by providing bicycle parking, a bicycle rideshare program, improved pedestrian access, and improved access to public transit. The proposed project would also generate electricity with the installation of solar panels. As such, the proposed project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions and impacts would be less-than-significant.

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# **“Remarks” for the Esperanza Project Greenhouse Gas Emissions Methodology and Modeling Calculations**

**April 2016**

For the Esperanza project Initial Study (IS), greenhouse gas (GHG) emissions from construction activities and operation of the project were estimated using CalEEMod (Version 2013.2.2). Assumptions used to complete the modeling for each project scenario are outlined below.

“Remarks” are typically used in CalEEMod to explain non-default inputs. For the current modeling this document replaces the “remarks” section of the referenced CalEEMod model to provide more space to both identify non-default inputs and to explain how CalEEMod is used to calculate emissions for the current project. When defaults were retained and no further explanation was necessary, no “remarks” are recorded below.

## **Baseline Emissions Model Run – Historical Motel Operations**

Motel operations were used to represent baseline conditions.

### *Land Use*

- The Motel land use type was selected with 37 units. The lot size was modified to accurately represent the project site (1.12 acres 48,965 sq. ft).

### *Construction Phase*

- Construction is not considered in this scenario.

## **Esperanza Model Run – Construction**

### *Land Use*

- Since the motel is an existing building, this was not included in the construction model. New construction on the site would include a 4,800 square foot community center, internal walkways, a companion animal exercise area, and secured bike parking (approximately 2,500 square feet of paved surfaces). The Recreational Land use closest to a community center was used to represent the proposed project.

### *Construction Phase*

- Default construction parameters were used. This is a construction model only.

## **Esperanza Model Run – Operations**

### *Land Use*

- The Congregate Care (Assisted Living) land use type was used to represent the respite care housing.

### *Construction Phase*

- Construction is not considered in this scenario.

### *Traffic Mitigation*

- Increase Density LUT-5: The project would result in the expansion of an existing bus stop.
- Increase Diversity LUT-6: The project includes all low-income units.
- Improve Pedestrian Network SDT-1: Offsite improvements include installation of a sidewalk on the east side of E Street between Main Street and the alley, reconstruction of the alley between D and E Streets, and reconstruction and extension of sidewalk along 16<sup>th</sup> Street west of the Site.
- While the project applicant indicates solar panels would be installed, no specifics were provided and could not be included in the model.

### **Resource Documents:**

CAPCOA 2010. Quantifying Greenhouse Gas Mitigation Measures. A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures. August 2010. Accessed on May 15, 2015 at < <http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf>>

## Esperanza - Motel Operations

### Merced County, Annual

## 1.0 Project Characteristics

### 1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Motel	37.00	Room	1.12	48,965.00	0
Parking Lot	15.00	Space	0.13	6,000.00	0

### 1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	49
Climate Zone	3			Operational Year	2013
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MW hr)	641.35	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

### 1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - See notes.

Construction Phase - See notes

Table Name	Column Name	Default Value	New Value
tblLandUse	LandUseSquareFeet	72,527.40	48,965.00
tblLandUse	LotAcreage	1.67	1.12
tblProjectCharacteristics	OperationalYear	2014	2013

## 2.0 Emissions Summary

## 2.2 Overall Operational

### Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area											0.0000	9.3000e-004	9.3000e-004	0.0000	0.0000	9.9000e-004
Energy											0.0000	200.0451	200.0451	7.2700e-003	2.4800e-003	200.9677
Mobile											0.0000	253.0382	253.0382	0.0119	0.0000	253.2885
Waste											4.1126	0.0000	4.1126	0.2431	0.0000	9.2166
Water											0.2978	1.5836	1.8814	0.0307	7.4000e-004	2.7536
<b>Total</b>											<b>4.4104</b>	<b>454.6678</b>	<b>459.0782</b>	<b>0.2929</b>	<b>3.2200e-003</b>	<b>466.2273</b>

### Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area											0.0000	9.3000e-004	9.3000e-004	0.0000	0.0000	9.9000e-004
Energy											0.0000	200.0451	200.0451	7.2700e-003	2.4800e-003	200.9677
Mobile											0.0000	253.0382	253.0382	0.0119	0.0000	253.2885
Waste											4.1126	0.0000	4.1126	0.2431	0.0000	9.2166
Water											0.2978	1.5836	1.8814	0.0307	7.4000e-004	2.7531



Total											4.4104	454.6678	459.0782	0.2929	3.2200e-003	466.2268
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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction											0.00	0.00	0.00	0.00	0.00	0.00

### 3.0 Construction Detail

### 4.0 Operational Detail - Mobile

#### 4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated											0.0000	253.0382	253.0382	0.0119	0.0000	253.2885
Unmitigated											0.0000	253.0382	253.0382	0.0119	0.0000	253.2885

#### 4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Motel	208.31	208.31	208.31	395,324	395,324
Parking Lot	0.00	0.00	0.00		
Total	208.31	208.31	208.31	395,324	395,324

#### 4.3 Trip Type Information

	Miles	Trip %	Trip Purpose %
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Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Motel	9.50	7.30	7.30	19.00	62.00	19.00	58	38	4
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.399423	0.057294	0.151554	0.169015	0.050774	0.007058	0.017250	0.133611	0.002147	0.001778	0.006811	0.001469	0.001817

## 5.0 Energy Detail

### 4.4 Fleet Mix

Historical Energy Use: N

### 5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated											0.0000	131.8730	131.8730	5.9600e-003	1.2300e-003	132.3807
Electricity Unmitigated											0.0000	131.8730	131.8730	5.9600e-003	1.2300e-003	132.3807
NaturalGas Mitigated											0.0000	68.1721	68.1721	1.3100e-003	1.2500e-003	68.5870
NaturalGas Unmitigated											0.0000	68.1721	68.1721	1.3100e-003	1.2500e-003	68.5870

### 5.2 Energy by Land Use - NaturalGas

#### Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
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Land Use	kBTU/yr	tons/yr										MT/yr					
Parking Lot	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Motel	1.2775e+006											0.0000	68.1721	68.1721	1.3100e-003	1.2500e-003	68.5870
<b>Total</b>												<b>0.0000</b>	<b>68.1721</b>	<b>68.1721</b>	<b>1.3100e-003</b>	<b>1.2500e-003</b>	<b>68.5870</b>

### Mitigated

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Parking Lot	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Motel	1.2775e+006											0.0000	68.1721	68.1721	1.3100e-003	1.2500e-003	68.5870
<b>Total</b>												<b>0.0000</b>	<b>68.1721</b>	<b>68.1721</b>	<b>1.3100e-003</b>	<b>1.2500e-003</b>	<b>68.5870</b>

## 5.3 Energy by Land Use - Electricity

### Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Motel	448030	130.3370	5.8900e-003	1.2200e-003	130.8388
Parking Lot	5280	1.5360	7.0000e-005	1.0000e-005	1.5419
<b>Total</b>		<b>131.8730</b>	<b>5.9600e-003</b>	<b>1.2300e-003</b>	<b>132.3807</b>

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Motel	448030	130.3370	5.8900e-003	1.2200e-003	130.8388
Parking Lot	5280	1.5360	7.0000e-005	1.0000e-005	1.5419
Total		131.8730	5.9600e-003	1.2300e-003	132.3807

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated											0.0000	9.3000e-004	9.3000e-004	0.0000	0.0000	9.9000e-004
Unmitigated											0.0000	9.3000e-004	9.3000e-004	0.0000	0.0000	9.9000e-004

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
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SubCategory	tons/yr										MT/yr					
Architectural Coating											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping											0.0000	9.3000e-004	9.3000e-004	0.0000	0.0000	9.9000e-004
<b>Total</b>											<b>0.0000</b>	<b>9.3000e-004</b>	<b>9.3000e-004</b>	<b>0.0000</b>	<b>0.0000</b>	<b>9.9000e-004</b>

**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping											0.0000	9.3000e-004	9.3000e-004	0.0000	0.0000	9.9000e-004
<b>Total</b>											<b>0.0000</b>	<b>9.3000e-004</b>	<b>9.3000e-004</b>	<b>0.0000</b>	<b>0.0000</b>	<b>9.9000e-004</b>

**7.0 Water Detail**

**7.1 Mitigation Measures Water**

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	1.8814	0.0307	7.4000e-004	2.7531



Unmitigated	1.8814	0.0307	7.4000e-004	2.7536
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## 7.2 Water by Land Use

### Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Motel	0.93857 / 0.104286	1.8814	0.0307	7.4000e-004	2.7536
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>1.8814</b>	<b>0.0307</b>	<b>7.4000e-004</b>	<b>2.7536</b>

### Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Motel	0.93857 / 0.104286	1.8814	0.0307	7.4000e-004	2.7531
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>1.8814</b>	<b>0.0307</b>	<b>7.4000e-004</b>	<b>2.7531</b>

## 8.0 Waste Detail

### 8.1 Mitigation Measures Waste

## Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Unmitigated	4.1126	0.2431	0.0000	9.2166
Mitigated	4.1126	0.2431	0.0000	9.2166

## 8.2 Waste by Land Use

### Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Motel	20.26	4.1126	0.2431	0.0000	9.2166
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		4.1126	0.2431	0.0000	9.2166

### Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Motel	20.26	4.1126	0.2431	0.0000	9.2166

Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		4.1126	0.2431	0.0000	9.2166

### 9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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### 10.0 Vegetation

## Esperanza Construction

### Merced County, Annual

## 1.0 Project Characteristics

### 1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Recreational Swimming Pool	4.80	1000sqft	0.11	4,800.00	0
Other Asphalt Surfaces	2.50	1000sqft	0.06	2,500.00	0

### 1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	49
Climate Zone	3			Operational Year	2017
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	641.35	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

### 1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Notes

Table Name	Column Name	Default Value	New Value
tblProjectCharacteristics	OperationalYear	2014	2017

## 2.0 Emissions Summary

### 2.1 Overall Construction

#### Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2017											0.0000	65.3621	65.3621	0.0184	0.0000	65.7478
Total											0.0000	65.3621	65.3621	0.0184	0.0000	65.7478

### 3.0 Construction Detail

#### Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	1/1/2017	1/13/2017	5	10	
2	Site Preparation	Site Preparation	1/14/2017	1/16/2017	5	1	
3	Grading	Grading	1/17/2017	1/18/2017	5	2	
4	Building Construction	Building Construction	1/19/2017	6/7/2017	5	100	
5	Paving	Paving	6/8/2017	6/14/2017	5	5	
6	Architectural Coating	Architectural Coating	6/15/2017	6/21/2017	5	5	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 10,950; Non-Residential Outdoor: 3,650 (Architectural Coating – sqft)

#### OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	1.00	255	0.40
Demolition	Tractors/Loaders/Backhoes	2	6.00	97	0.37



Site Preparation	Graders	1	8.00	174	0.41
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Rubber Tired Dozers	1	1.00	255	0.40
Grading	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Building Construction	Cranes	1	4.00	226	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Paving	Pavers	1	7.00	125	0.42
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

### Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	2	5.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	3.00	1.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	1.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Demolition	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

### 3.1 Mitigation Measures Construction

### 3.2 Demolition - 2017

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	5.3697	5.3697	1.0600e-003	0.0000	5.3919
<b>Total</b>											<b>0.0000</b>	<b>5.3697</b>	<b>5.3697</b>	<b>1.0600e-003</b>	<b>0.0000</b>	<b>5.3919</b>

### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker											0.0000	0.3407	0.3407	2.0000e-005	0.0000	0.3411
<b>Total</b>											<b>0.0000</b>	<b>0.3407</b>	<b>0.3407</b>	<b>2.0000e-005</b>	<b>0.0000</b>	<b>0.3411</b>

### 3.3 Site Preparation - 2017

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Off-Road											0.0000	0.4336	0.4336	1.3000e-004	0.0000	0.4364
<b>Total</b>											<b>0.0000</b>	<b>0.4336</b>	<b>0.4336</b>	<b>1.3000e-004</b>	<b>0.0000</b>	<b>0.4364</b>

### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker											0.0000	0.0170	0.0170	0.0000	0.0000	0.0171
<b>Total</b>											<b>0.0000</b>	<b>0.0170</b>	<b>0.0170</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0171</b>

### 3.4 Grading - 2017

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road											0.0000	1.0739	1.0739	2.1000e-004	0.0000	1.0784
<b>Total</b>											<b>0.0000</b>	<b>1.0739</b>	<b>1.0739</b>	<b>2.1000e-004</b>	<b>0.0000</b>	<b>1.0784</b>

### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker											0.0000	0.0681	0.0681	0.0000	0.0000	0.0682
<b>Total</b>											<b>0.0000</b>	<b>0.0681</b>	<b>0.0681</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0682</b>

### 3.5 Building Construction - 2017

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	52.5954	52.5954	0.0161	0.0000	52.9339
<b>Total</b>											<b>0.0000</b>	<b>52.5954</b>	<b>52.5954</b>	<b>0.0161</b>	<b>0.0000</b>	<b>52.9339</b>

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
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Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	1.0554	1.0554	1.0000e-005	0.0000	1.0556
Worker											0.0000	1.0220	1.0220	6.0000e-005	0.0000	1.0232
<b>Total</b>											<b>0.0000</b>	<b>2.0774</b>	<b>2.0774</b>	<b>7.0000e-005</b>	<b>0.0000</b>	<b>2.0788</b>

### 3.6 Paving - 2017

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	2.4243	2.4243	6.7000e-004	0.0000	2.4384
Paving											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>											<b>0.0000</b>	<b>2.4243</b>	<b>2.4243</b>	<b>6.7000e-004</b>	<b>0.0000</b>	<b>2.4384</b>

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000



Worker											0.0000	0.3066	0.3066	2.0000e-005	0.0000	0.3070
<b>Total</b>											<b>0.0000</b>	<b>0.3066</b>	<b>0.3066</b>	<b>2.0000e-005</b>	<b>0.0000</b>	<b>0.3070</b>

### 3.7 Architectural Coating - 2017

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road											0.0000	0.6383	0.6383	7.0000e-005	0.0000	0.6397
<b>Total</b>											<b>0.0000</b>	<b>0.6383</b>	<b>0.6383</b>	<b>7.0000e-005</b>	<b>0.0000</b>	<b>0.6397</b>

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker											0.0000	0.0170	0.0170	0.0000	0.0000	0.0171
<b>Total</b>											<b>0.0000</b>	<b>0.0170</b>	<b>0.0170</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0171</b>

**Esperanza Project**  
**Merced County, Annual**

## 1.0 Project Characteristics

### 1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Congregate Care (Assisted Living)	40.00	Dwelling Unit	1.14	47,965.00	114
Apartments Low Rise	1.00	Dwelling Unit	0.06	1,000.00	3
Parking Lot	15.00	Space	0.13	6,000.00	0

### 1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	49
Climate Zone	4			Operational Year	2017
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MW hr)	641.35	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

### 1.3 User Entered Comments & Non-Default Data

Project Characteristics - See notes

Land Use - See notes.

Construction Phase -

Energy Use -

Mobile Land Use Mitigation -

Table Name	Column Name	Default Value	New Value
tblLandUse	LandUseSquareFeet	40,000.00	47,965.00
tblLandUse	LotAcreage	2.50	1.14
tblProjectCharacteristics	OperationalYear	2014	2017

## 2.0 Emissions Summary

### 2.1 Overall Construction

### 2.2 Overall Operational

#### Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										M1/yr					
Area											4.8513	18.2591	23.1103	0.0235	3.3000e-004	23.7052
Energy											0.0000	61.5679	61.5679	2.3200e-003	7.4000e-004	61.8450
Mobile											0.0000	191.3321	191.3321	6.1000e-003	0.0000	191.4602
Waste											7.5026	0.0000	7.5026	0.4434	0.0000	16.8137
Water											0.8475	5.9197	6.7672	0.0873	2.1100e-003	9.2551
<b>Total</b>											<b>13.2013</b>	<b>277.0787</b>	<b>290.2800</b>	<b>0.5626</b>	<b>3.1800e-003</b>	<b>303.0791</b>

#### Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										M1/yr					
Area											4.8513	18.2591	23.1103	0.0235	3.3000e-004	23.7052
Energy											0.0000	61.5679	61.5679	2.3200e-003	7.4000e-004	61.8450
Mobile											0.0000	146.9343	146.9343	4.8000e-003	0.0000	147.0352

Waste											7.5026	0.0000	7.5026	0.4434	0.0000	16.8137
Water											0.8475	5.9197	6.7672	0.0873	2.1100e-003	9.2537
<b>Total</b>											<b>13.2013</b>	<b>232.6809</b>	<b>245.8822</b>	<b>0.5613</b>	<b>3.1800e-003</b>	<b>258.6527</b>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction											0.00	16.02	15.29	0.23	0.00	14.66

#### 4.0 Operational Detail - Mobile

#### 4.1 Mitigation Measures Mobile

- Increase Transit Accessibility
- Integrate Below Market Rate Housing
- Improve Pedestrian Network

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated											0.0000	146.9343	146.9343	4.8000e-003	0.0000	147.0352
Unmitigated											0.0000	191.3321	191.3321	6.1000e-003	0.0000	191.4602

#### 4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	6.59	7.16	6.07	19,216	14,594
Congregate Care (Assisted Living)	109.60	88.00	97.60	305,252	231,841
Parking Lot	0.00	0.00	0.00		

Total	116.19	95.16	103.67	324,467	246,436
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4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	10.80	7.30	7.50	46.90	17.40	35.70	86	11	3
Congregate Care (Assisted Living)	10.80	7.30	7.50	46.90	17.40	35.70	86	11	3
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.394226	0.057992	0.151599	0.163606	0.048805	0.006749	0.019139	0.144370	0.002131	0.001658	0.006588	0.001368	0.001770

5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated											0.0000	43.6437	43.6437	1.9700e-003	4.1000e-004	43.8118
Electricity Unmitigated											0.0000	43.6437	43.6437	1.9700e-003	4.1000e-004	43.8118
NaturalGas Mitigated											0.0000	17.9242	17.9242	3.4000e-004	3.3000e-004	18.0333
NaturalGas Unmitigated											0.0000	17.9242	17.9242	3.4000e-004	3.3000e-004	18.0333

5.2 Energy by Land Use - NaturalGas

Unmitigated



	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Congregate Care (Assisted Living)	325105											0.0000	17.3488	17.3488	3.3000e-004	3.2000e-004	17.4544
Parking Lot	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Apartments Low Rise:	10781.5											0.0000	0.5753	0.5753	1.0000e-005	1.0000e-005	0.5788
<b>Total</b>												<b>0.0000</b>	<b>17.9242</b>	<b>17.9242</b>	<b>3.4000e-004</b>	<b>3.3000e-004</b>	<b>18.0333</b>

### Mitigated

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Congregate Care (Assisted Living)	325105											0.0000	17.3488	17.3488	3.3000e-004	3.2000e-004	17.4544
Parking Lot	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Apartments Low Rise:	10781.5											0.0000	0.5753	0.5753	1.0000e-005	1.0000e-005	0.5788
<b>Total</b>												<b>0.0000</b>	<b>17.9242</b>	<b>17.9242</b>	<b>3.4000e-004</b>	<b>3.3000e-004</b>	<b>18.0333</b>

### 5.3 Energy by Land Use - Electricity

#### Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			

Apartments Low Rise:	3681.71	1.0711	5.0000e-005	1.0000e-005	1.0752
Congregate Care (Assisted Living)	141062	41.0367	1.8600e-003	3.8000e-004	41.1947
Parking Lot	5280	1.5360	7.0000e-005	1.0000e-005	1.5419
<b>Total</b>		<b>43.6437</b>	<b>1.9800e-003</b>	<b>4.0000e-004</b>	<b>43.8118</b>

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise:	3681.71	1.0711	5.0000e-005	1.0000e-005	1.0752
Congregate Care (Assisted Living)	141062	41.0367	1.8600e-003	3.8000e-004	41.1947
Parking Lot	5280	1.5360	7.0000e-005	1.0000e-005	1.5419
<b>Total</b>		<b>43.6437</b>	<b>1.9800e-003</b>	<b>4.0000e-004</b>	<b>43.8118</b>

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated											4.8513	18.2591	23.1103	0.0235	3.3000e-004	23.7052
Unmitigated											4.8513	18.2591	23.1103	0.0235	3.3000e-004	23.7052

## 6.2 Area by SubCategory

### Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth											4.8513	17.7615	22.6128	0.0230	3.3000e-004	23.1971
Landscaping											0.0000	0.4976	0.4976	5.0000e-004	0.0000	0.5081
<b>Total</b>											<b>4.8513</b>	<b>18.2591</b>	<b>23.1103</b>	<b>0.0235</b>	<b>3.3000e-004</b>	<b>23.7052</b>

### Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth											4.8513	17.7615	22.6128	0.0230	3.3000e-004	23.1971
Landscaping											0.0000	0.4976	0.4976	5.0000e-004	0.0000	0.5081
<b>Total</b>											<b>4.8513</b>	<b>18.2591</b>	<b>23.1103</b>	<b>0.0235</b>	<b>3.3000e-004</b>	<b>23.7052</b>

## 7.0 Water Detail

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### 7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	6.7672	0.0873	2.1100e-003	9.2537
Unmitigated	6.7672	0.0873	2.1100e-003	9.2551

### 7.2 Water by Land Use

#### Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise:	0.065154 / 0.0410754	0.1651	2.1300e-003	5.0000e-005	0.2257
Congregate Care (Assisted Living)	2.60616 / 1.64301	6.6021	0.0852	2.0600e-003	9.0293
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>6.7672</b>	<b>0.0873</b>	<b>2.1100e-003</b>	<b>9.2551</b>

#### Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise:	0.065154 / 0.0410754	0.1651	2.1300e-003	5.0000e-005	0.2257
Congregate Care (Assisted Living)	2.60616 / 1.64301	6.6021	0.0852	2.0600e-003	9.0280
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>6.7672</b>	<b>0.0873</b>	<b>2.1100e-003</b>	<b>9.2537</b>

## 8.0 Waste Detail

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### 8.1 Mitigation Measures Waste

#### Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	7.5026	0.4434	0.0000	16.8137
Unmitigated	7.5026	0.4434	0.0000	16.8137

### 8.2 Waste by Land Use

#### Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			



Apartments Low Rise:	0.46	0.0934	5.5200e-003	0.0000	0.2093
Congregate Care (Assisted Living)	36.5	7.4092	0.4379	0.0000	16.6044
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>7.5026</b>	<b>0.4434</b>	<b>0.0000</b>	<b>16.8137</b>

**Mitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise:	0.46	0.0934	5.5200e-003	0.0000	0.2093
Congregate Care (Assisted Living)	36.5	7.4092	0.4379	0.0000	16.6044
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>7.5026</b>	<b>0.4434</b>	<b>0.0000</b>	<b>16.8137</b>

**9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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**10.0 Vegetation**

NOTICE OF PUBLIC HEARING  
FOR GENERAL PLAN AMENDMENT #16-01, ZONE CHANGE #423, AND NOTICE OF INTENT TO  
ADOPT A NEGATIVE DECLARATION

A public hearing will be held by the Merced City Planning Commission on Wednesday, May 4, 2016, at 7:00 p.m., or as soon thereafter as may be heard in the City Council Chambers located at 678 W. 18th Street, Merced, CA, concerning General Plan Amendment #16-01 and Zone Change #423, initiated by Eddie Laplante and Daniel Kazakos, on behalf of Landmark Hill Investments, LLC, property owner. This application is a request to change the General Plan and Zoning designations for an approximately 1.1 acre parcel located on the north side of East 16<sup>th</sup> Street, approximately 245 feet east of G Street. The requested change is to amend the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) and to change the Zoning designation from C-T to R-4 to allow the conversion of an existing 37-unit motel to a 41-unit supportive housing complex with an on-site manager's residence. The property is more particularly described as: a portion of Lot B as shown on the map entitled "Ritchey's Addition to Merced," recorded in Book 6, Page 9 of Merced County Records; also known as Assessor's Parcel Number (APN): 034-204-002.

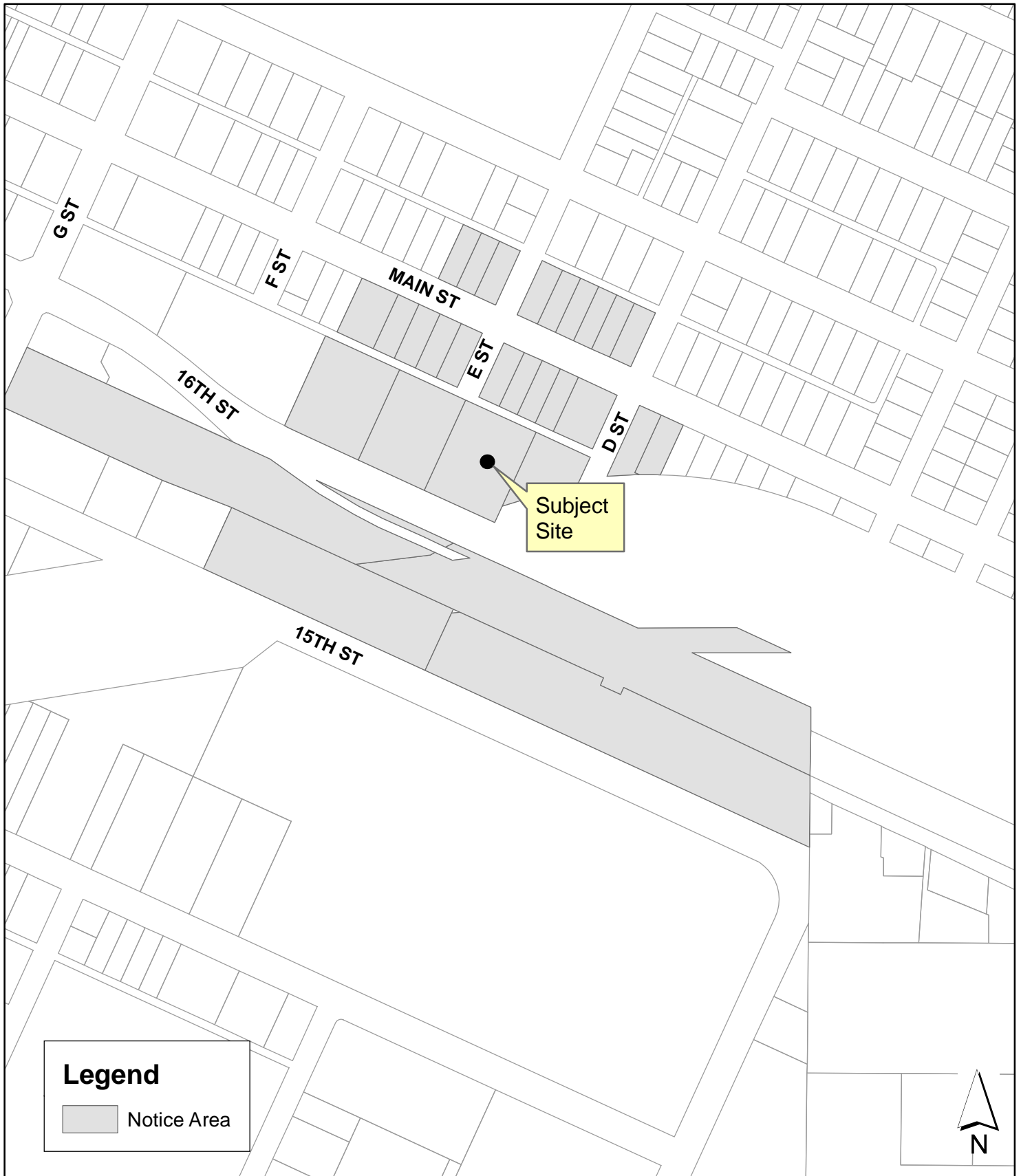
An environmental review checklist has been filed for this project, and a draft negative declaration has been prepared under the California Environmental Quality Act. A copy of this evaluation (Initial Study #16-09) is available for public inspection at the City of Merced Planning Department during regular business hours, at 678 West 18th Street, Merced, California. A copy of this document can also be purchased at the Planning Department for the price of reproduction.

All persons in favor of, opposed to, or in any manner interested in this request for a General Plan Amendment and Zone Change, are invited to attend this public hearing or forward written comments to the Director of Development Services, City of Merced, 678 West 18th Street, Merced, CA 95340. The public review period for the environmental determination begins on April 14, 2016, and ends on May 4, 2016. Please feel free to call the Planning Department at (209) 385-6858 for additional information. If you challenge the decision of the Planning Commission in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Merced at, or prior to, the public hearing.

After the Planning Commission makes its decision on this matter, the General Plan Amendment and Zone Change will also be considered at a public hearing before the City Council. A separate notice of that public hearing will also be given.

April 11, 2016

\_\_\_\_\_  
/s/ Kim Espinosa  
Kim Espinosa,  
Planning Manager



**Disclaimer:** This document was prepared for general inquiries only. The City of Merced makes no warranty, representation, or guarantee regarding the accuracy of this map. The City of Merced is not responsible for errors or omissions that might occur. Official information regarding specific parcels should be obtained from official recorded or adopted City documents.

## General Plan Amendment #16-01

### Zone Change #423

### 205 E. 16th Street



**CITY OF MERCED**  
**Planning Commission**

**Resolution #\_\_\_\_\_**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of May 4, 2016, held a public hearing and considered **General Plan Amendment #16-01 and Zone Change #423**, initiated by Eddie Laplante and Daniel Kazakos, on behalf of Landmark Hill Investments, LLC, property owner. This application is a request to change the General Plan and Zoning designations for an approximately 1.1 acre parcel, located on the north side of East 16<sup>th</sup> Street, approximately 245 feet east of G Street. The requested change is to amend the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) and to change the Zoning designation from Thoroughfare Commercial (C-T) to High Density Residential (R-4) to allow the conversion of an existing 37-unit motel to a 41-unit supportive housing complex with an on-site manager's residence; also known as Assessor's Parcel Number (APN): 034-204-002 and,

**WHEREAS**, the Merced City Planning Commission concurs with Findings A through J of Staff Report #16-10; and,

**NOW THEREFORE**, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council adoption of a Negative Declaration regarding Environmental Review #16-09, and approval of General Plan Amendment #16-01 and Zone Change #423, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried by the following vote:

AYES:       Commissioner(s)

NOES:       Commissioner(s)

ABSENT:   Commissioner(s)

ABSTAIN:   Commissioner(s)

**ATTACHMENT I**

Adopted this 4<sup>th</sup> day of May 2016

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Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:

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Secretary

Attachment:  
Exhibit A – Conditions of Approval

n:shared:planning:PC Resolutions:GPA#16-01-ZC#423 E. 16<sup>th</sup> & G Street- Kazakos-Landmark Hill



**Conditions of Approval**  
**Planning Commission Resolution # \_\_\_\_\_**  
**General Plan Amendment #16-01/Zone Change #423**

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan), - Attachment C of Staff Report #16-10, except as modified by the conditions.
2. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
3. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
4. Approval of the General Plan Amendment and Zone Change is subject to the applicant's entering into a written (developer) 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 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 (with counsel selected by the City), 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 such governmental entity. City shall promptly notify the developer/applicant 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 developer/applicant 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.

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 developer shall work with the City Engineer to determine the requirements for storm drainage on the site and the method used to move the storm water to the City's storm drainage system. The developer shall provide all necessary documentation for the City Engineer to evaluate the storm drain system. All storm drain systems shall be installed to meet City Standards and state regulations.
8. 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).
9. Street trees shall be provided per City Standards. Tree species shall be selected from the City's approved street tree list.
10. Appropriate turning radii shall be provided within the parking area to allow for Fire Department access.
11. All driveways into the site shall comply with City Standards and all handicap accessibility requirements.
12. 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" or the most recent water regulations adopted by the State and City addressing water conservation measures. If turf is proposed to be installed in park-

strips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed. All irrigation provided to street trees or other landscaping shall be provided with a drip irrigation or micro-spray system.

13. Detailed landscape and irrigation plans shall be submitted at the building permit stage. These plans shall include all on-site landscaping and all required landscaping in the public right-of-way.
14. As required by Merced Municipal Code Section 17.04.050 and 17.04.060, full public improvements shall be installed/repared if the permit value of the project exceeds \$85,000.00. Public improvements may include, but not be limited to, repairing/replacing the sidewalk, alleyway, 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.
15. In order to ensure safe pedestrian access, a sidewalk shall be installed on the west side of E Street from Main Street to the alley and installed or reconstructed as needed from the project site to the proposed bus stop on East 16<sup>th</sup> Street. The alleyway shall be reconstructed between D and E Streets. Details to be worked out with Engineering staff.
16. All mechanical equipment shall be screened from public view.
17. If the use changes from this specific tenant/business, sufficient parking in compliance with the City's Zoning Ordinance shall be provided to serve the new tenant/business, unless otherwise approved by the Director of Development Services.
18. If gates are installed on the site preventing vehicular access, "click 2 enter" access shall be provided on all gates to provide access to the site for emergency personnel (i.e., police, fire, ambulance, etc.).
19. Sufficient parking shall be provided for the healthcare services being provided on site. If a problem arises due to a lack of parking for the services provided on the site, the developer shall provide sufficient parking or reduce the services provided at the site, or provide an alternate means of transportation to the site for clients seeking services.
20. All units shall comply with the handicap accessibility requirements of the California Building Code.
21. Fire sprinklers shall be provided to all dwelling units and other areas as required by the California Fire Code.

22. If a kitchen is provided in the Community Building, it shall meet the requirements of the building, fire, health and safety, and any other applicable codes for a “commercial kitchen.”
23. Prior to any demolition work being done (interior or exterior), the applicant shall obtain all necessary approvals from the San Joaquin Valley Air Pollution Control District and a demolition permit from the City of Merced Inspection Services Department if required.
24. The applicant shall work with the City’s Refuse Department to determine the best location for the refuse enclosure. The enclosure shall be constructed per City Standards.
25. A backflow prevention device shall be provided for all water services (i.e., domestic, irrigation, and fire) with appropriate screening of those devices installed. Details to be worked out with staff.
26. All healthcare practitioners operating on the site, shall obtain a City of Merced Business License and possess all required state licenses to operate in such capacity.
27. Prior to the issuance of a building permit, the project applicant or any successor in interest, shall retain a licensed professional or firm to evaluate noise levels affecting the project site, and whether the existing structures can attenuate existing transportation noise levels sufficiently to meet the City’s interior standard of 45 dB ldn. If interior standards cannot be met by the existing structures, the report shall identify measures necessary to meet the interior standards. Prior to occupancy, all needed structural improvements shall be completed.
28. The site is located within the City’s Design Review boundary. As such, any exterior changes to the building or changes to the site require Design Review approval. Such approval may be granted by staff or referred to the Planning Commission, as determined by the Director of Development Services.
29. Healthcare, including medical, dental, and mental health care, is allowed within the areas designated on the site plan as “clinic” and “office” (in the community center). No other commercial uses, except those meeting the requirements of a Home Occupation, shall be allowed on the site.
30. Sufficient lighting shall be provided on the site to create a safe environment. Lighting shall be provided throughout the site, including along the

alleyway. Lighting from the site shall not spill-over onto any adjacent properties.

31. Animals shall not be housed in the animal companion area overnight.
32. An on-site manager shall be provided and be available 24 hours a day, 7 days a week.
33. The developer and management shall be responsible for keeping the site clean and free of trash, debris, and graffiti.
34. Each single-occupancy unit is allowed one tenant. Each double-occupancy unit is allowed two tenants.
35. Secure access and lighting shall be provided in the bike parking area.
36. Security cameras shall be installed on the site and along the alleyway near the bike parking area.
37. All parking lot and building lighting shall be shielded or oriented in a way that does not allow “spill-over” onto adjacent lots 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.
38. The site would be eligible for a building sign equal to one-square-foot of sign area for each linear foot of building frontage. No freeway signs shall be allowed for this use. The two existing freeway signs shall be removed prior to occupancy of the units. A building permit is required prior to the installation of any permanent signing. A Temporary Banner Permit shall be obtained prior to installing any temporary banners. Freestanding temporary signs (i.e., sandwich board, A-frame, feather, or moveable signs of any type) are not allowed.
39. The property owner shall enter into a Conditional Zoning Agreement with the City to ensure compliance with the above conditions.



**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
APPROVING A NEGATIVE DECLARATION FOR  
GENERAL PLAN AMENDMENT #16-01 AND  
ZONE CHANGE #423 FOR THE  
APPROXIMATELY 1.1 ACRE PARCEL LOCATED  
ON THE NORTH SIDE OF EAST 16TH STREET  
APPROXIMATELY 245 FEET EAST OF G  
STREET (205 EAST 16TH STREET); AND  
APPROVING A GENERAL PLAN AMENDMENT  
FOR THE SAME PARCEL OF LAND CHANGING  
THE GENERAL PLAN DESIGNATION FROM  
THOROUGHFARE COMMERCIAL (CT) TO  
HIGH DENSITY RESIDENTIAL (HD)**

WHEREAS, the City is processing an application for a General Plan Amendment and Zone Change for a 1.1 acre parcel located on the north side of East 16th Street, approximately 245 feet east of G Street (205 East 16th Street) where an environmental review was required; and

WHEREAS, the Planning Commission of the City of Merced held a noticed public hearing on May 4, 2016, at which time all those interested in the matter were provided the opportunity to speak or provide written or oral testimony regarding the application; and

WHEREAS, after hearing all of the evidence and testimony, the Planning Commission adopted Resolution #3066, attached hereto as Exhibit "C," and incorporated herein by reference, recommending that the City Council deny the General Plan Amendment and Environmental Review (Negative Declaration); and

WHEREAS, The City Council held a noticed public hearing on June 6, 2016, 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.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERCED AS FOLLOWS:

SECTION 1. Based upon the evidence and testimony in the record at the City Council public hearing, the City Council, exercising its independent judgment and review, hereby approves a Negative Declaration pursuant to the provisions of the California Environmental Quality Act for Initial Study #16-09 and approves General Plan Amendment #16-01, attached hereto as Exhibit "A" and shown on Exhibit "B" and incorporated herein by reference, based upon the reasons and findings set forth in Exhibit D, "Findings and Considerations" attached hereto, and subject to the Conditions of Approval attached hereto as Exhibit "E".

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Ker Byrd 5/18/16  
City Attorney Date

EXHIBIT "A"  
LEGAL DESCRIPTION

Lot B as shown on the map entitled "Ritchey's Addition to Merced," recorded in Book 6, Page 9 of Merced County Records; also known as Assessor's Parcel Number (APN): 034-204-002.

General Plan Amendment #16-01  
254 East 16th Street

MAIN

E

SUBJECT SITE  
APN: 034-204-002

Change General Plan Designation  
from  
Thoroughfare Commercial (CT)  
to  
High Density Residential (HD)

99

16TH

16TH

99

99

836





**CITY OF MERCED**  
**Planning Commission**

**Resolution #3066**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of May 4, 2016, held a public hearing and considered **General Plan Amendment #16-01 and Zone Change #423**, initiated by Eddie Laplante and Daniel Kazakos, on behalf of Landmark Hill Investments, LLC, property owner. This application is a request to change the General Plan and Zoning designations for an approximately 1.1 acre parcel, located on the north side of East 16<sup>th</sup> Street, approximately 245 feet east of G Street. The requested change is to amend the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) and to change the Zoning designation from Thoroughfare Commercial (C-T) to High Density Residential (R-4) to allow the conversion of an existing 37-unit motel to a 41-unit supportive housing complex with an on-site manager's residence; also known as Assessor's Parcel Number (APN): 034-204-002; and,

**WHEREAS**, the Merced City Planning Commission hereby adopts Findings K through M as follows:

**FINDINGS FOR DENIAL OF GPA #16-01/ZC #423**

- K) On May 4, 2016, the Planning Commission held a public hearing on the proposed General Plan Amendment #16-01/Zone Change #423 and heard testimony from four individuals, including the applicant.
- L) Although the Planning Commission felt that the applicant's goals for the project and desire to help the homeless problem in the community were worthy, the Planning Commission agreed that the location was not ideal due to its close proximity to Downtown, which already houses a number of homeless service programs, and the safety of pedestrian and bicycle traffic and disabled access in such close proximity to the Highway 99 off-ramp and high speed traffic.
- M) The Planning Commission was concerned about the lack of requirements for the tenants to sign a "sober living agreement" and the lack of a structured treatment program for alcohol and substance abuse issues and mental health issues. The Commission was also concerned about the lack of incentives in the program for tenants to resolve their

PLANNING COMMISSION RESOLUTION #3066

Page 2

May 4, 2016

issues and move onto other housing and employment options as well as the lack of information provided regarding the success rate of similar programs.

**NOW THEREFORE**, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council denial of a Negative Declaration regarding Environmental Review #16-09, and denial of General Plan Amendment #16-01 and Zone Change #423.

Upon motion by Chairperson Colby, seconded by Commissioner Smoot, and carried by the following vote:

AYES: Commissioners Dylina, McLeod, Smith, Smoot, and  
Chairperson Colby  
NOES: Commissioner Baker  
ABSENT: None  
ABSTAIN: Commissioner Padilla

Adopted this 4<sup>th</sup> day of May 2016



Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:

  
Secretary

FINDINGS/CONSIDERATIONS  
SUPPORTING GENERAL PLAN AMENDMENT #16-01  
AND ZONE CHANGE #423

**General Plan Compliance and Policies Related to This Application**

- A) The proposed project would comply with the General Plan designation of High Density Residential (HD) and the zoning designation of R-4 if the proposed General Plan Amendment and Zone Change applications are approved.

The proposed project would help achieve the following goals and policies of the Housing Element of the General Plan:

<i>Goal H-1:</i>	<i>New Affordable Housing Construction</i>
<i>Policy H-1.1.</i>	<i>Support Development of Affordable Housing.</i>
<i>Policy H-1.1.e</i>	<i>Encourage Alternate Housing Types.</i>
<i>Policy H-1.7</i>	<i>Support Housing to Meet Special needs.</i>
<i>Policy H-1.7.b</i>	<i>Promote and Develop Housing to Meet Special Needs.</i>
<i>Policy H.3.1.b</i>	<i>Coordinate with Local Agencies to Provide Housing Assistance to Extremely Low, Very Low, and Low Income Households.</i>

**Traffic/Circulation**

- B) The site is located on the north side of East 16<sup>th</sup> Street, approximately 240 feet east of G Street and just at the base of the off-ramp from State Route 99 to East 16<sup>th</sup> Street (Attachment A of Planning Commission Staff Report #16-10). The site has a driveway access from East 16<sup>th</sup> Street as well as access from the alley north of the property.

The Institute of Transportation Engineers (ITE) Trip Generation Rates Manual (9<sup>th</sup> Edition) is used to estimate the number of trips generated by a particular use. The Manual lists 0.47 trips during the PM peak hour per room for a motel. Therefore, the existing motel use would generate 17.39 trips during the PM peak hour. However, not all specific uses are identified in the Manual. For the respite care housing project, the listed uses that most closely matches the proposed use is a Congregate Care Facility, with a PM peak hour trip generation rate of 0.17 per dwelling unit. Including the manager's apartment with a 0.62 trip per unit during the PM peak hour, the proposed 40-unit respite care housing project would generate 7.42 trips during the PM peak hour. Further, the project includes features that would reduce the overall vehicle miles traveled, such as: 20 rideshare bicycles and secured bike parking; offsite improvements to the pedestrian and bicycle network, including installation of a sidewalk on the west side of E Street between Main

Street and the alley, reconstruction of the alley between D and E Streets, reconstruction and extension of sidewalk along 16<sup>th</sup> Street, west of the site, and the expansion of an existing bus stop (Attachment E of Planning Commission Staff Report #16-10); and residents would be eligible for free bus passes. Since the proposed project would result in fewer trips than the previous motel uses, there would be no reduction in the Level of Service (LOS) as a result of the project.

### **Parking**

- C) The project is proposing to provide a total of 15 parking spaces. For a typical multi-family project with 42 units (41 tenants and one on-site manager), a total of 71 parking spaces would be required. Therefore, the site is only providing approximately 21 percent of the required number of parking spaces. However, as previously described, one of the goals of this project is to promote alternate transportation and reduce vehicles miles traveled. The developer plans to implement several strategies to carry out this goal (i.e., pedestrian access, bus passes for tenants, etc.).

Because this project is unique in the type of tenants it would house as well as the amenities it provides to encourage alternate means of transportation, staff has proposed to use Conditional Zoning (Condition #39) which would allow this specific project to operate with only 15 parking spaces, but would require any other future use to comply with the minimum parking requirements of the Zoning Ordinance (Condition #17).

The onsite clinic is planned to be open during normal business hours and would provide services to the general public, not just the tenants on-site. This may generate more traffic to the site, but through the design features which encourage alternate transportation, the intent of the development would be for patients not to drive to the site, but to use the bus or other means of transportation to get to the site. The parking spaces on site would provide parking for the staff working in the clinic, providing services in the offices and community building, and for the Esperanza Project staff.

### **Public Improvements/City Services**

- D) The site is served by City sewer and water services and has public access by the way of 16<sup>th</sup> Street and the alley north of the property. Sidewalks exist in front of the subject site, but would need to be replaced/installed from the subject site west to the point of the proposed bus stop. Sidewalk would also

need to be installed on the west side of E Street from Main Street south to the alley. Additionally, the alley would need to be reconstructed along the property frontage from D Street to E Street. Refer to the map at Attachment E of Planning Commission Staff Report #16-10 for the location of the required public improvements. The cost of these improvements are the sole responsibility of this project. Conditions #14 and #15 address the requirements for public improvements.

### **Building Design**

- E) The buildings are single-story units laid out in a U-shape design. The basic design of the units would not change. Thirty-six of the motel units would be converted to single-occupancy dwelling units and four units would be double-occupancy units. The area previously used as the motel office would be converted to a health clinic. The developer would make cosmetic changes to the exterior and bring the buildings up to current code requirements, including disabled accessibility. A portion of the unit behind the motel would be converted to an office for the manager and the remainder of the structure would be the on-site manager's unit. The manager's unit/office behind the main buildings would also be upgraded with cosmetic changes and to meet current code requirements. As required by Condition #28, Design Review approval would be required for exterior changes to the buildings.

### **Site Design**

- F) The site has access from West 16<sup>th</sup> Street and two driveways into the site (Attachment B of Planning Commission Staff Report #16-10). The design of the site would remain mostly unchanged with the exception of the construction of the community building near the center of the site (Attachment C of Planning Commission Staff Report #16-10). Gates would be added to both driveways into the site. The existing parking spaces in front of each unit would be eliminated other than those in front of the northern-most units. An additional four parking spaces would be added behind the units along the alley. A secure covered bicycle parking area would be constructed at the northeast corner of the site and a covered animal companion area would be built adjacent to the bicycle parking area. Pedestrian access would be added from the alleyway along the east side of the site providing access to the front of the site and the clinic. Pedestrian access would also be provided on the west side of the site from the manager's unit running in front of the units on



the west side of the site. Sidewalks would provide access along the front of the site to the proposed bus stop along East 16<sup>th</sup> Street, west of the site.

### **Landscaping**

- G) Landscaping would be provided throughout the site. Details of the landscape plan would be provided at the building permit stage per Conditions #12 and #13.

### **Neighborhood Impact/Interface**

- H) The area to the north of the site is zoned R-2, which allows one and two family dwelling units (Attachment A of Planning Commission Staff Report #16-10). There is a church located at the corner of East Main Street and D Street. To the west of the site is a multi-family development which was also previously a motel, but was converted to a multi-family complex in 1981. A Zone Change and General Plan Amendment was approved for that site in 1981 allowing the conversion of the motel to a multi-family complex, also utilizing Conditional Zoning. An automotive repair shop is located to the east of the site.

The applicant held a community forum on Monday, April 25, 2016 (Attachment F of Planning Commission Staff Report #16-10). Prior to the meeting, the applicant handed out flyers notifying the tenants and property owners within the area of the forum. At the meeting, there were approximately 6 individuals from the area in attendance. Some of the concerns voiced at the meeting were: 1) crime in the area that appears to be attributed to homeless individuals; 2) the pedestrian traffic through the alley that may also be associated with the crime in the area; and, 3) the types of tenants that would be living at the development. The developer explained the way the program would work using the Housing First model and the coordinated entry system to screen tenants. He also explained that the tenants would be required to sign a lease and be bound by rules and that a manager would be on-site at all times.

The site is currently blighted and has been abandoned and boarded up for quite some time. Although it has been enclosed by a fence, it has still attracted vagrants and has been a nuisance to the neighborhood. The proposed development would clean up the site and provide on-site management at the site. In addition, as previously mentioned, all tenants would be required to adhere to the rules and regulations of their lease agreement.

**Signage**

- I) The project would be allowed signs in compliance with the City's Sign Ordinance. Because the site is located within the City's Design Review Boundary, the sign regulations for Downtown would apply. As such, the site would be eligible for a building sign equal to one-square-foot for each linear foot of building frontage. The two existing freeway signs are not in compliance with the regulations and would have to be removed (Condition #38).

**Environmental Clearance**

- J) The Planning staff has conducted an environmental review (Initial Study #16-09) of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and a Draft Negative Declaration (i.e., no significant adverse environmental effects have been found) is being recommended (Attachment H of Planning Commission Staff Report #16-10).

CONDITIONS OF APPROVAL  
GENERAL PLAN AMENDMENT #16-01  
ZONE CHANGE #423

- 1) The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan), - Attachment C of Staff Report #16-10, except as modified by the conditions.
- 2) The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
- 3) All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
- 4) Approval of the General Plan Amendment and Zone Change is subject to the applicant's entering into a written (developer) 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 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 (with counsel selected by the City), 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 such governmental

entity. City shall promptly notify the developer/applicant 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 developer/applicant 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.

- 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 developer shall work with the City Engineer to determine the requirements for storm drainage on the site and the method used to move the storm water to the City's storm drainage system. The developer shall provide all necessary documentation for the City Engineer to evaluate the storm drain system. All storm drain systems shall be installed to meet City Standards and state regulations.
- 8) 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).
- 9) Street trees shall be provided per City Standards. Tree species shall be selected from the City's approved street tree list.
- 10) Appropriate turning radii shall be provided within the parking area to allow for Fire Department access.
- 11) All driveways into the site shall comply with City Standards and all handicap accessibility requirements.
- 12) 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" or the most recent water regulations adopted by the State and City addressing water conservation measures. If turf is proposed to be installed in park-strips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed. All irrigation provided to street trees or other landscaping shall be provided with a drip irrigation or micro-spray system.

- 13) Detailed landscape and irrigation plans shall be submitted at the building permit stage. These plans shall include all on-site landscaping and all required landscaping in the public right-of-way.
- 14) As required by Merced Municipal Code Section 17.04.050 and 17.04.060, full public improvements shall be installed/repared if the permit value of the project exceeds \$85,000.00. Public improvements may include, but not be limited to, repairing/replacing the sidewalk, alleyway, 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.
- 15) In order to ensure safe pedestrian access, a sidewalk shall be installed on the west side of E Street from Main Street to the alley and installed or reconstructed as needed from the project site to the proposed bus stop on East 16<sup>th</sup> Street. The alleyway shall be reconstructed between D and E Streets. Details to be worked out with Engineering staff.
- 16) All mechanical equipment shall be screened from public view.
- 17) If the use changes from this specific tenant/business, sufficient parking in compliance with the City's Zoning Ordinance shall be provided to serve the new tenant/business, unless otherwise approved by the Director of Development Services.
- 18) If gates are installed on the site preventing vehicular access, "click 2 enter" access shall be provided on all gates to provide access to the site for emergency personnel (i.e., police, fire, ambulance, etc.).
- 19) Sufficient parking shall be provided for the healthcare services being provided on site. If a problem arises due to a lack of parking for the services provided on the site, the developer shall provide sufficient parking or reduce the services provided at the site, or provide an alternate means of transportation to the site for clients seeking services.
- 20) All units shall comply with the handicap accessibility requirements of the California Building Code.
- 21) Fire sprinklers shall be provided to all dwelling units and other areas as required by the California Fire Code.
- 22) If a kitchen is provided in the Community Building, it shall meet the requirements of the building, fire, health and safety, and any other applicable codes for a "commercial kitchen."



- 23) Prior to any demolition work being done (interior or exterior), the applicant shall obtain all necessary approvals from the San Joaquin Valley Air Pollution Control District and a demolition permit from the City of Merced Inspection Services Department if required.
- 24) The applicant shall work with the City's Refuse Department to determine the best location for the refuse enclosure. The enclosure shall be constructed per City Standards.
- 25) A backflow prevention device shall be provided for all water services (i.e., domestic, irrigation, and fire) with appropriate screening of those devices installed. Details to be worked out with staff.
- 26) All healthcare practitioners operating on the site, shall obtain a City of Merced Business License and possess all required state licenses to operate in such capacity.
- 27) Prior to the issuance of a building permit, the project applicant or any successor in interest, shall retain a licensed professional or firm to evaluate noise levels affecting the project site, and whether the existing structures can attenuate existing transportation noise levels sufficiently to meet the City's interior standard of 45 dB ldn. If interior standards cannot be met by the existing structures, the report shall identify measures necessary to meet the interior standards. Prior to occupancy, all needed structural improvements shall be completed.
- 28) The site is located within the City's Design Review boundary. As such, any exterior changes to the building or changes to the site require Design Review approval. Such approval may be granted by staff or referred to the Planning Commission, as determined by the Director of Development Services.
- 29) Healthcare, including medical, dental, and mental health care, is allowed within the areas designated on the site plan as "clinic" and "office" (in the community center). No other commercial uses, except those meeting the requirements of a Home Occupation, shall be allowed on the site.
- 30) Sufficient lighting shall be provided on the site to create a safe environment. Lighting shall be provided throughout the site, including along the alleyway. Lighting from the site shall not spill-over onto any adjacent properties.
- 31) Animals shall not be housed in the animal companion area overnight.
- 32) An on-site manager shall be provided and be available 24 hours a day, 7 days a week.

- 33) The developer and management shall be responsible for keeping the site clean and free of trash, debris, and graffiti.
- 34) Each single-occupancy unit is allowed one tenant. Each double-occupancy unit is allowed two tenants.
- 35) Secure access and lighting shall be provided in the bike parking area.
- 36) Security cameras shall be installed on the site and along the alleyway near the bike parking area.
- 37) All parking lot and building lighting shall be shielded or oriented in a way that does not allow “spill-over” onto adjacent lots 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.
- 38) The site would be eligible for a building sign equal to one-square-foot of sign area for each linear foot of building frontage. No freeway signs shall be allowed for this use. The two existing freeway signs shall be removed prior to occupancy of the units. A building permit is required prior to the installation of any permanent signing. A Temporary Banner Permit shall be obtained prior to installing any temporary banners. Freestanding temporary signs (i.e., sandwich board, A-frame, feather, or moveable signs of any type) are not allowed.
- 39) The property owner shall enter into a Conditional Zoning Agreement with the City to ensure compliance with the above conditions.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
AMENDING THE OFFICIAL ZONING MAP BY  
REZONING AN APPROXIMATELY 1.1 ACRE  
PARCEL LOCATED ON THE NORTH SIDE OF  
EAST 16TH STREET (205 EAST 16TH STREET)  
FROM THOROUGHFARE COMMERCIAL (C-T)  
TO CONDITIONAL R-4**

**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 this reference made a part hereof, is hereby rezoned as shown on said map from Thoroughfare Commercial (C-T) to Conditional R-4.

SECTION 2. CHANGE OF MAP. The Director of Development Services is hereby directed to make the appropriate markings on the Official Zoning Map in conformance with this Ordinance and the provisions of Title 20 of the Merced Municipal Code.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 4. 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 5. 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 \_\_\_\_ day of \_\_\_\_\_ 2016, and was passed and adopted at a regular meeting of said City Council held on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Ken Ryed 5/18/16  
City Attorney Date

EXHIBIT "A"  
LEGAL DESCRIPTION

Lot B as shown on the map entitled "Ritchey's Addition to Merced," recorded in Book 6, Page 9 of Merced County Records; also known as Assessor's Parcel Number (APN): 034-204-002.



Zone Change #423  
254 East 16th Street

MAIN

E

SUBJECT SITE  
APN: 034-204-002

Change Zoning Designation  
from  
Thoroughfare Commercial (C-T)  
to  
R-4

16TH

16TH

99

99

99

852



**RECORDING REQUESTED BY:**

City of Merced, A California charter  
municipal corporation

**WHEN RECORDED MAIL TO:**

City of Merced  
City Clerk  
678 West 18<sup>th</sup> Street  
Merced, California 95340

(Above for Recorder's Use Only)

**DEVELOPER AGREEMENT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between the City of Merced, a California Charter Law Municipal Corporation ("City") and Landmark Hill Investments, LLC, a California Limited Liability Company ("Owner").

**W I T N E S S E T H**

WHEREAS, Owner has applied to the City for a General Plan amendment and zone change for an approximately 1.1 acre parcel located on the north side of East 16th Street approximately 245 feet east of G Street, and as legally described on Exhibit "A," and shown on the Map at Exhibit "B," attached hereto and incorporated herein by this reference; 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 activity or project authorized by the Mello-Roos law, etc.,—and to comply with the additional conditions set forth in Exhibit "C," 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 rezone the subject property to Conditional R-4 and change the General Plan designation to High Density Residential (HD) 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 public 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 Law Municipal Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kenneth Rye 5/18/16  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

OWNER  
LANDMARK HILL INVESTMENTS, LLC,  
A California Limited Liability Company

BY: José A. Díaz  
José A. Díaz  
Its: \_\_\_\_\_  
Managing Member

ADDRESS: P.O. Box 21628  
San Jose, CA 95151

TELEPHONE: (408) 221-5618

FAX: \_\_\_\_\_

E-MAIL: [jadiaz41@att.net](mailto:jadiaz41@att.net)



EXHIBIT "A"  
LEGAL DESCRIPTION

Lot B as shown on the map entitled "Ritchey's Addition to Merced," recorded in Book 6, Page 9 of Merced County Records; also known as Assessor's Parcel Number (APN): 034-204-002.

General Plan Amendment #16-01  
Zone Change #423  
254 East 16th Street

MAIN

E

Change General Plan Designation  
from  
Thoroughfare Commercial (CT)  
to  
High Density Residential (HD)

SUBJECT SITE  
APN: 034-204-002

Change Zoning Designation  
from  
Thoroughfare Commercial (C-T)  
to  
R-4

99

16TH

16TH

99

99



858

- 1) The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan), - Attachment C of Staff Report #16-10, except as modified by the conditions.
- 2) The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
- 3) All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
- 4) Approval of the General Plan Amendment and Zone Change is subject to the applicant's entering into a written (developer) 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.
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- 39) The property owner shall enter into a Conditional Zoning Agreement with the City to ensure compliance with the above conditions.

## CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Santa Clara }

On May 24, 2016 before me, Vanessa Drieda, Notary Public  
(Here insert name and title of the officer)

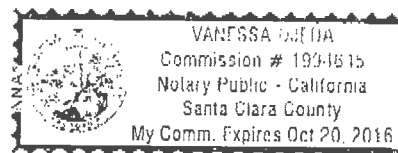
personally appeared Jose A. Diaz  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Developer Agreement  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 11 Document Date \_\_\_\_\_

#### CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
DENYING A NEGATIVE DECLARATION FOR  
GENERAL PLAN AMENDMENT #16-01 AND  
ZONE CHANGE #423 AND DENYING  
GENERAL PLAN AMENDMENT #16-01  
REQUESTING TO CHANGE THE GENERAL  
PLAN DESIGNATION FROM  
THOROUGHFARE COMMERCIAL (CT) TO  
HIGH DENSITY RESIDENTIAL (HD) FOR AN  
APPROXIMATELY 1.1 ACRE PARCEL  
LOCATED ON THE NORTH SIDE OF EAST  
16TH STREET, APPROXIMATELY 245 FEET  
EAST OF G STREET (205 EAST 16TH STREET)**

WHEREAS, the City is processing an application for a project that involved a proposed General Plan Amendment, changing the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD), a proposed Zone Change changing the zoning designation from Thoroughfare Commercial (C-T) to R-4 and an Environmental Review (Negative Declaration) for a parcel located on the north side of East 16th Street, approximately 245 feet east of G Street (205 East 16th Street), more particularly described in Exhibit "A" and shown on the map at Exhibit "B"; and

WHEREAS, the Planning Commission of the City of Merced held a noticed public hearing on May 4, 2016, at which time all those interested in the matter were provided the opportunity to speak or provide written or oral testimony regarding the application; and

WHEREAS, after hearing all of the evidence and testimony, the Planning Commission adopted Resolution #3066, attached hereto as Exhibit "C," and incorporated herein by reference, recommending that the City Council deny General Plan Amendment #16-01, Zone Change #423, and Environmental Review #16-09 (Negative Declaration); and

WHEREAS, the City Council held a noticed public hearing on June 6, 2016, 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.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERCED AS FOLLOWS:

SECTION 1. Based upon the evidence and testimony in the record at the City Council public hearing, the City Council exercising its independent judgment and review, hereby denies a Negative Declaration pursuant to the provisions of the California Environmental Quality Act for Initial Study #16-09 and General Plan Amendment #16-01.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

(SEAL)



APPROVED AS TO FORM:

Ka Ryed 5/18/16  
City Attorney Date

EXHIBIT "A"  
LEGAL DESCRIPTION

Lot B as shown on the map entitled "Ritchey's Addition to Merced," recorded in Book 6, Page 9 of Merced County Records; also known as Assessor's Parcel Number (APN): 034-204-002.

General Plan Amendment #16-01  
254 East 16th Street

MAIN

E

SUBJECT SITE  
APN: 034-204-002

Change General Plan Designation  
from  
Thoroughfare Commercial (CT)  
to  
High Density Residential (HD)

99

16TH

16TH

99

99

869



**CITY OF MERCED**  
**Planning Commission**

**Resolution #3066**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of May 4, 2016, held a public hearing and considered **General Plan Amendment #16-01 and Zone Change #423**, initiated by Eddie Laplante and Daniel Kazakos, on behalf of Landmark Hill Investments, LLC, property owner. This application is a request to change the General Plan and Zoning designations for an approximately 1.1 acre parcel, located on the north side of East 16<sup>th</sup> Street, approximately 245 feet east of G Street. The requested change is to amend the General Plan designation from Thoroughfare Commercial (CT) to High Density Residential (HD) and to change the Zoning designation from Thoroughfare Commercial (C-T) to High Density Residential (R-4) to allow the conversion of an existing 37-unit motel to a 41-unit supportive housing complex with an on-site manager's residence; also known as Assessor's Parcel Number (APN): 034-204-002; and,

**WHEREAS**, the Merced City Planning Commission hereby adopts Findings K through M as follows:

**FINDINGS FOR DENIAL OF GPA #16-01/ZC #423**

- K) On May 4, 2016, the Planning Commission held a public hearing on the proposed General Plan Amendment #16-01/Zone Change #423 and heard testimony from four individuals, including the applicant.
- L) Although the Planning Commission felt that the applicant's goals for the project and desire to help the homeless problem in the community were worthy, the Planning Commission agreed that the location was not ideal due to its close proximity to Downtown, which already houses a number of homeless service programs, and the safety of pedestrian and bicycle traffic and disabled access in such close proximity to the Highway 99 off-ramp and high speed traffic.
- M) The Planning Commission was concerned about the lack of requirements for the tenants to sign a "sober living agreement" and the lack of a structured treatment program for alcohol and substance abuse issues and mental health issues. The Commission was also concerned about the lack of incentives in the program for tenants to resolve their

PLANNING COMMISSION RESOLUTION #3066

Page 2

May 4, 2016

issues and move onto other housing and employment options as well as the lack of information provided regarding the success rate of similar programs.

**NOW THEREFORE**, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council denial of a Negative Declaration regarding Environmental Review #16-09, and denial of General Plan Amendment #16-01 and Zone Change #423.

Upon motion by Chairperson Colby, seconded by Commissioner Smoot, and carried by the following vote:

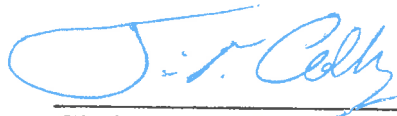
AYES: Commissioners Dylina, McLeod, Smith, Smoot, and Chairperson Colby

NOES: Commissioner Baker

ABSENT: None

ABSTAIN: Commissioner Padilla

Adopted this 4<sup>th</sup> day of May 2016



Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:

  
Secretary





## ADMINISTRATIVE REPORT

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**Agenda Item: I.4.**

Meeting Date: 6/6/2016

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**Report Prepared by:** *Steven S. Carrigan, City Manager*

**SUBJECT:** Public Hearing for Fiscal Year 2016-2017 Proposed Budget

### REPORT IN BRIEF

Public Hearing to afford the interested public an opportunity to provide input on the content of the 2016-2017 City Council, Public Financing and Economic Development Authority, and Parking Authority Proposed Budget.

### RECOMMENDATION

**City Council/Public Financing and Economic Development Authority/Parking Authority** - It is recommended that the City Council/Authorities conduct the Public Hearing and provide direction to the City Manager on the content of the Fiscal Year 2016-2017 Budget; and adopt a motion continuing the Public Hearing to the June 20, 2016 Meeting.

### 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, Section 1104.

### DISCUSSION

The Proposed Budget for Fiscal Year 2016-2017 is a sustainable budget that balances operating expenditures to the revenues that will be generated during the budget year, adds needed staff positions, and allows for the Departments to add funding to cover City services gaps that have existed over several years.

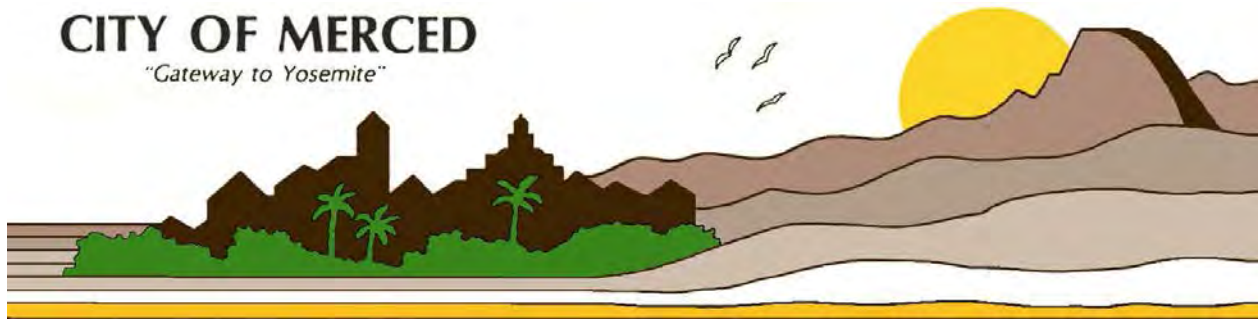
The City Council has held two budget review sessions, three town hall meetings and a Budget Priority Session that has provided for public input on the projects, programs and funding included in the Proposed Fiscal Year 2016-2017 Budget. The total City budget for FY 2016-2017 is \$200.2 million, with a total of 462.75 authorized positions, two of which are unfunded.

The General Fund proposed budget meets the City Council's goal of balancing the expenditures to the revenues to be realized during the Fiscal Year and can be sustained as presented. In addition to the Core Budget of \$38,839,738, there are several one-time expenditures that are recommended to be included in the City's annual adopted budget. The one-time expenditures include funds for Park Refurbishing, establishing a Revenue Stabilization Fund, establishing an Economic Development Opportunity Fund, and several items to enhance Public Safety. The total one-time expenditures are \$3,483,613.

The Measure C Oversight Committee met on May 10, 2016 to review the proposed 2016-2017 budget. The Committee approved the City Manager's Recommended Budget for Fiscal year 2016-2017, which includes funding for 13.8 fire personnel and 22.99 police personnel.

## **ATTACHMENTS**

1. City Manager's Budget Message



May 2, 2016

To: Honorable Mayor, Mayor Pro-Tempore and Members of the City Council

From: Steve Carrigan, City Manager

SUBJECT: City Manager Recommended Budget for 2016/2017 Fiscal Year

The attached City Manager Recommended 2016/2017 Budget is presented to you based on the collective efforts of City of Merced (City) citizens, City Council and City employees.

Citizens along with Council members participated in three town hall meetings, a Budget Priority Session and the City Manager held meetings with interested individuals, non-profits and representatives from a wide range of organizations. This budget represents the City's determination to deal with the priorities of Public Safety, Economic Development and Youth Activities and to continue working towards the overall goal of achieving the best for the citizens by providing core services and utilizing all revenues in the most efficient and effective manner possible.

The budget presented is fiscally responsible, while presenting an overall attitude of slowly restoring what was lost in the economic downturn, while at the same time remaining cautiously optimistic about the future.

### **Citywide Budget**

The organization is comprised of three separate entities. They are the City, Public Financing and Economic Development Authority (PFEDA) and Parking Authority.

The City budget includes 169 separate funds which are used to track General, Special Revenue, Debt Service, Capital Projects, Enterprise Activities, Internal Services and Trust Funds.

PFEDA is currently inactive but is an entity that can be used by the City for financing programs in the areas of economic development, affordable housing and infrastructure

improvements. PFEDA is the entity into which former Redevelopment assets were transferred.

The Parking Authority is comprised of one fund and is used for collection and disbursement of in-lieu parking fees and parking lot space leases.

The total expenditure budget for the City and Parking Authority is \$200,186,151, which is funded from projected revenues and carryover balances which are used primarily to fund capital and special projects.

### **Highlights of Budget Additions to Meet City Council Priorities**

At the Budget session held on March 31, 2016 Public Safety, Economic Development and Youth Activities were determined by the City Council to be priorities. These areas are addressed in the recommended budget as follows.

<b>Priority</b>	<b>Description</b>
Public Safety	Three new Police Officers
	One new Community Services Officer
	One new Police Captain-delete Police Lieutenant
	Two new Lead Dispatchers-delete 2 Dispatcher I/II
	One Fire Marshall
	Standards of Coverage Study
	Auto Extrication Equipment Replacements
	Replacement of Duty Weapons
	Replacement of car cameras
	Replacement of PVRs cameras
	Vehicles for new police officers
	Vehicle for new Community Services Officer
Economic Development	10% of Director of Economic Development switched from Housing to Airport
	100% of Development Associate switched from Merced Visitor Services to Economic Development
	Economic Opportunity Fund established
	One new Assistant City Manager
Youth Activities	One new Parks and Community Services Manager
	One new Parks and Community Services Coordinator
	One new Park Worker I/II
	Park equipment refurbishing
	McNamara Park Shelter
	Bike park
	Family friendly events
	Mobile recreation

## General Fund

While optimism is key to planning for the future it is essential to remain realistic in the consideration of the challenges ahead.

Revenue projections are made using historical information, data collected from the State, and/or County and consultants. City staff continues to conservatively project revenues as uncertainties remain because of inconsistent development, citizens changing shopping habits from bricks and mortar to on-line and where the economy is in the business cycle.

The table below displays the history of General Fund revenue from fiscal years 2012/13 through 2016/17.

<b>Description</b>	<b>2012/13 (A)</b>	<b>2013/14 (A)</b>	<b>2014/15 (A)</b>	<b>2015/16 (B)</b>	<b>2016/17 (P)</b>
Taxes	\$23,357,045	\$24,070,812	\$26,591,389	\$27,467,875	\$28,963,395
Intergovernmental	\$1,090,215	\$576,624	\$879,227	\$573,083	\$312,508
Licenses and Permits	\$24,329	\$25,376	\$22,631	\$24,430	\$22,970
Use of money and property	\$(49,742)	\$244,167	\$141,132	\$155,878	\$167,055
Service Charges	\$6,224,191	\$6,413,075	\$6,869,603	\$6,320,881	\$6,592,207
Fines, forfeitures and penalties	\$412,553	\$418,647	\$359,058	\$387,000	\$316,000
Sale of Capital Assets	\$5,125	\$2,796	\$436,376	\$0	\$0
Transfers In	\$295,172	\$576,900	\$1,107,732	\$683,180	\$1,862,354
Other	\$564,894	\$149,283	\$400,972	\$480,455	\$636,532
<b>Total</b>	<b>\$31,923,782</b>	<b>\$32,477,680</b>	<b>\$36,808,120</b>	<b>\$36,092,782</b>	<b>\$38,873,021</b>

(A) Actual (B) Original Budget (P) Projected

Community Facility District Funds 156 and 157 have been combined with the General Fund for 2016/17.

Source: Audited financial statements

The recommended General Fund expenditure budget of \$39,616,501 includes the City Council, City Manager, City Attorney, Finance, Fire, Police, Parks Maintenance, Economic Development, Debt Service and Transfers Out.

The table below displays the history of General Fund expenditures from fiscal years 2012/13 through 2016/17.



<b>Description</b>	<b>2012/13 (A)</b>	<b>2013/14 (A)</b>	<b>2014/15 (A)</b>	<b>2015/16 (B)</b>	<b>2016/17 (P)</b>
City Council	\$159,482	\$180,034	\$176,274	\$247,770	\$252,269
City Manager	\$507,078	\$959,426	\$1,000,896	\$1,391,623	\$1,426,957
City Attorney	\$854,777	\$934,537	\$926,514	\$1,183,028	\$983,430
Finance	\$2,576,301	\$2,562,897	\$2,526,591	\$2,640,007	\$2,734,165
Fire	\$8,807,222	\$8,157,818	\$8,368,384	\$8,826,832	\$9,717,474
Police	\$14,828,063	\$15,078,502	\$15,836,868	\$17,353,523	\$19,608,755
Parks Maintenance	\$1,600,867	\$1,536,917	\$1,573,305	\$1,603,644	\$1,765,502
Economic Development	\$601,533	\$579,576	\$641,529	\$650,348	\$660,344
Debt Service	\$624,662	\$651,604	\$677,084	\$709,190	\$738,236
Transfer- Recreation & Parks	\$532,209	\$669,114	\$753,698	\$843,968	\$1,074,435
Transfer- Development Services	\$259,666	\$960,826	\$463,852	\$598,537	\$373,402
Transfer- Airport	\$21,400	\$65,877	\$50,696	\$36,066	\$73,014
Transfer- Streets	\$0	\$0	\$277,205	\$0	\$0
Transfer- Other	\$343,575	\$1,515,766	\$584,889	\$222,609	\$208,618
Total	\$31,716,835	\$33,852,894	\$33,857,785	\$36,307,145	\$39,616,501
Revenue Stabilization Fund	-	-	-	-	\$1,894,725
Economic Opportunity Fund	-	-	-	-	\$812,025
Grand Total	\$31,716,835	\$33,852,894	\$33,857,785	\$36,307,145	\$42,323,251

(A) Actual (B) Original Budget (C) Projected

Community Facility District Funds 156 and 157 have been combined with the General Fund for 2016/17.

Source: Audited financial statements

## General Fund Budget Highlights

General Fund salary and benefit numbers include negotiated increases contained in Memorandum of Understanding for the five bargaining groups and the Unrepresented Pay Plan for management employees.

Health Insurance is expected to increase 8% and dental coverage 5%. Other benefits such as vision, disability and life insurance are not expected to increase.

California Public Employees Retirement system (CalPERS) employer rates for Public Safety employees will increase 8.9% and employer rates for Miscellaneous employees will increase 8.3%. It is anticipated there will continue to be increases as CalPERS works on reducing the unfunded portion of pensions.

## One Time Expenditures

The Recommended Budget includes non-reoccurring amounts in furtherance of the City Councils priorities and for general administrative costs.

<b>Description</b>	<b>Public Safety</b>	<b>Economic Development</b>	<b>Youth Services</b>	<b>Administration</b>
Park Playground Equipment Replacement			\$100,000	
Standards of Coverage & Auto Extrication	\$77,290			
Duty Weapon and Camera Replacements	\$160,000			
Additional Vehicles for New Positions	\$231,410			
Revenue Stabilization Fund		\$1,894,725		
Economic Opportunity Fund		\$812,025		
Parks & Fire Projects Carryover	\$834		\$82,329	

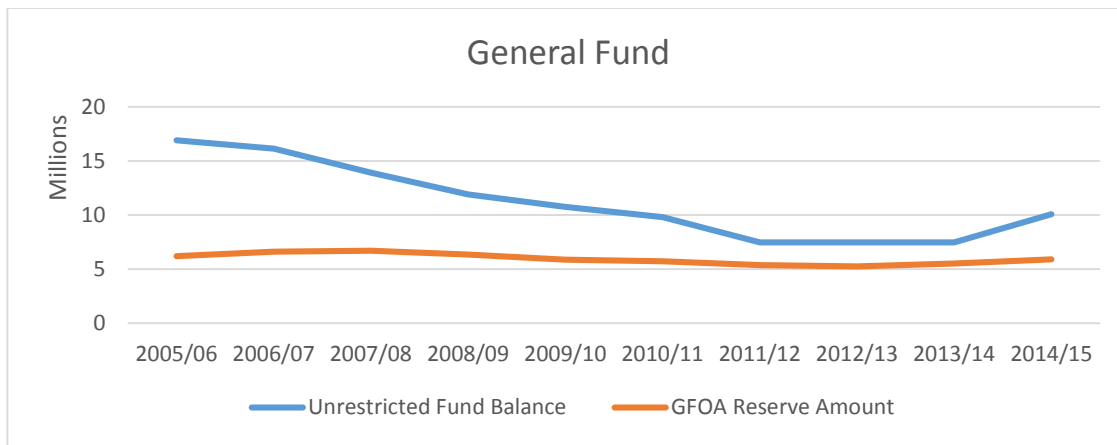
Litigation				\$45,000
November Election				\$80,000
Total	\$469,534	\$2,706,750	\$182,329	\$125,000

### **New Funds Created From General Fund Unappropriated Reserves**

1. Revenue Stabilization Fund – It is recommended this Fund be established in order to have funds available in anticipation of the next economic downturn. Initial funding is proposed to come from a portion of General Fund unappropriated balance in excess of the Government Finance Officers Association recommended minimum reserve balance. Initial funding is \$1,894,725. Funding will be added as available until a Council determined cap amount is reached. Staff recommend amount is \$20,000,000. A policy will need to be developed that will lay out when it is appropriate to use.
2. Economic Opportunity Fund – It is recommended this Fund be established in order to have funds to take advantage of business development/job creation opportunities. Initial funding is proposed to come from a portion of General Fund unappropriated balance (\$812,025) in excess of the Government Finance Officers Association recommended reserve balance and remaining proceeds from the sale of the Pepsi building (\$1,086,577). Initial funding from these two sources is \$1,898,602. Funding will be added as available until a Council determined cap is reached. Staff recommended amount is \$5,000,000. A policy will need to be developed that will lay out when it is appropriate to use.

### **General Fund Operating Reserve**

The City's policy is to maintain the Government Finance Officers Association (GFOA) recommended minimum operating reserve to deal with localized economic cycles. During the economic recession the City used reserves to help offset a decline in revenues. The graph shows the actual unreserved fund balance compared to the GFOA recommended amount.



## Personnel Changes in the General Fund

Position Title	Additions	Deletions	Comments	
			15/16 Budget	16/17 Budget
Police Officer	3	-		
Community Services Officer	1	-		
Lead Dispatcher	2			
Dispatcher I/II		2		
Police Captain	1			
Police Lieutenant		1		
Fire Marshall	1			
Assistant to the City Manager	-	-	60% to Parks & Recreation & 40% to City Manager's Office	0% to Parks and Recreation & 100% to City Manager's Office
Director of Economic Development	-	-	90% to Economic Development & 10% to Housing	90% to Economic Development & 10% to Airport
Development Associate	-	-	100% to Merced Visitor Services	100% to Economic Development
Assistant City Manager	1	-		
Senior/Associate Planner	-	1		
Secretary I/II	-	-	5% to Visitors Center, 5% to Economic Development & 90% Housing	100% to Public Works Administration
Public Works Manager-Tax Services	.25	-	15% Parks Maintenance, 20% Trees, 20% Streets, 40% Street Sweeping & 5% CFD Parks	15% Parks Maintenance, 20% Trees, 20% Streets, 40% Street Sweeping & 5% CFD Parks

## Special Revenue Funds

These funds are used to budget and account for the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

The following are highlights from several Special Revenue Funds.

### Development Services Fund

Planning, Inspection Services, Engineering and Housing will make up the Development Services budget for 2016/17. Housing currently falls under the Economic Development Department.

Development Services prepares an annual forecast of development that is used to project all building related revenue. The forecasts used are shown below.

Category	2015/16	2016/17
Single Family Units	150	150
Multi-Family Units	125	125
Institutional (Per 1,000 Square Feet)	-	5,000
Retail Commercial <50,000 (Per 1,000 Square Feet)	20,000	20,000
Retail Commercial > 50,000 (Per 1,000 Square Feet)	-	-
Office/Commercial (Per 1,000 Square Feet)	20,000	20,000
Industrial (Per 1,000 Square Feet)	25,000	25,000

### Personnel changes affecting Development Services

Position Title	Additions	Deletions	15/16 Budget	16/17 Budget
Director of Development Services	-	-	30% Engineering, 30% Planning, 40% Inspection Services	30% Engineering, 30% Planning, 30% Inspection Services & 10% Housing



Assistant Chief Building Official	Unfunded – Temporary assignment to Fire Department as Fire Marshall
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### **Streets and Streetlights Fund**

Streets, streetlights and traffic signal maintenance and operations are primarily funded from Gas Tax. Unfortunately the revenue stream has not kept up with maintenance needs and additional funding has been provided from Measure C.

At the November 2016 election there will be a ballot measure for a ½ sales tax dedicated to regional road improvements and local road maintenance. Passage of the measure would greatly enhance the road maintenance program. If it does not pass maintenance will continue to be deferred and roads will continue to deteriorate. If it does pass, revenue would not be received until the second quarter of 2017. No estimate is included in the budget for any revenue from this measure.

This budget unit is responsible for maintaining 330 lane miles of streets, 6,728 City owned streetlights, 68 traffic signals and 28 flashing school beacons.

### **Parks and Community Services Fund**

Recreation programs and activities along with facility rentals make up the Parks and Community Services budget and staff time. There are many activities and venues available for all ages.

<b>Description</b>	<b>Adult Sports/Activities</b>	<b>Youth Sports/Activities</b>	<b>Facility Rentals</b>	<b>Community Activities</b>
Zoo				X
Ed-Zoo Cation Center			X	X
Softball	X	X		
Baseball		X		
Ballfields			X	
Basketball	X	X		
Volleyball	X	X		
Football		X		
Soccer		X		
Swimming lessons		X		
Pools			X	
Recreational swimming				X
Scout Hut			X	X

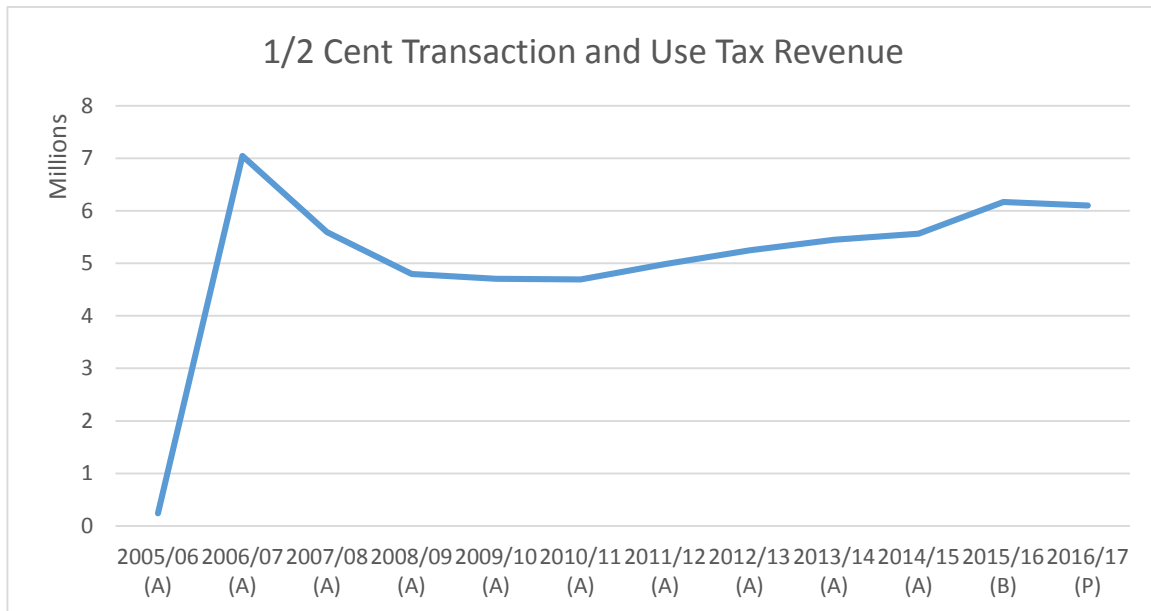
Senior Center	X		X	X
Family Friendly Events (New)				X
Mobile Recreation (New)				X
Picnic Shelters			X	X
MOAT			X	X
Boys and Girls Club		X		X
After School/Summer Recreation		X		
Martial Arts	X	X		
Hunter Safety	X	X		
Fitness				X
Youth Council		X		
Parks Planning				X
Parks & Recreation Commission	X	X	X	X

### Personnel Changes Affecting Parks and Community Services

Position Title	Additions	Deletions	Comments	
			15/16 Budget	16/17 Budget
Assistant to the City Manager	-	-	40% City Manager & 60% to Recreation and Parks	100 % City Manager
Recreation Manager	1	-		
Recreation Supervisor	-	-	Eliminated if Recreation Manager filled with internal candidate	
Recreation Coordinator	1	-	Not added if Recreation Manager is not filled with internal candidate	
Park Worker I/II	1	-		

## Measure “C”

In November 2005 voters approved a ½ cent sales tax as a general tax. The tax sunsets in 2026. Revenue has been used primarily for Public Safety personnel and also for street projects and maintenance. Although 2026 seems a long way off consideration should be given to having a ballot measure in 2021 to see if there is an interest in renewing. If there is not sufficient interest a plan should be developed on how to handle almost 37 Public Safety personnel currently funded through this revenue source.



(A) Actual    (B) Approved Budget    (P) Projected

## Debt Service Funds

These funds are used to budget, account for and report financial resources that are restricted, committed, or assigned for the payment of principal and interest.

The City administers the debt service for six Assessment/Community Facility Districts. All the debt service is current and reserve accounts, where required, are properly funded.

Last year the City Council approved refinancing two of the Districts in order to take advantage of the low interest rate environment. This was to be completed by March 2016. Certain disclosures and current assessment payments are necessary for the disclosure counsel to prepare a complete Official Statement. Unfortunately several large property owners have not complied to-date so the refinancing is currently on hold.

## Enterprise Funds

These funds are used to budget, account for and report financial resources for which a fee is charged to external users for goods or services.

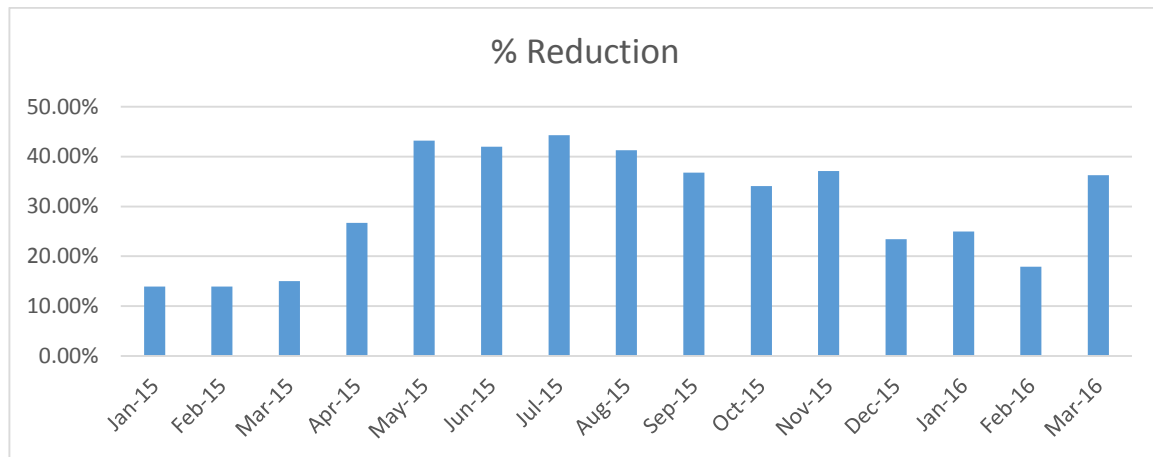
Water, Wastewater and Refuse provide service to about 22 square miles and over 23,000 parcels.

## Water

The water system consists of 22 wells and over 20,000 service connections. Water meters have now been installed on all services and billing for those newly installed meters will start once the process is put in place to read them.

Because of the severe drought California has experienced the Governor mandated as of June 1, 2015 that water usage in the City be reduced by 36% based on 2013 usage. The reduction has now been changed to 34%.

The attached graph shows how the citizens of the City have done an excellent job in reducing water usage not only when the mandate was issued but even before.

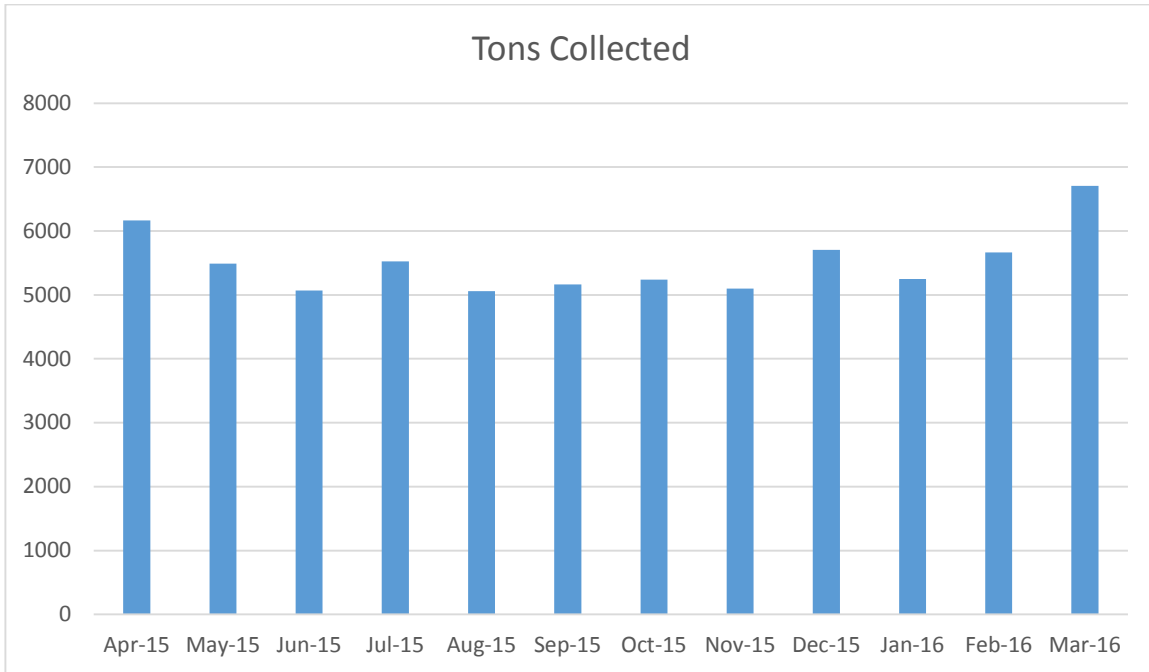


## Wastewater

The wastewater treatment plant has a capacity of 12 million gallons per day (MGD) capacity. The average capacity used is 6.74 MGD. Wastewater flows to the plant through 258 miles of pipes. Storm water, after its capture in 58 storm drain pump stations, 41 storm drain basins and 2,451 storm drain catch basins, flows through 141 miles of storm drain lines. In addition treated effluent is applied to crops on 720 acres.

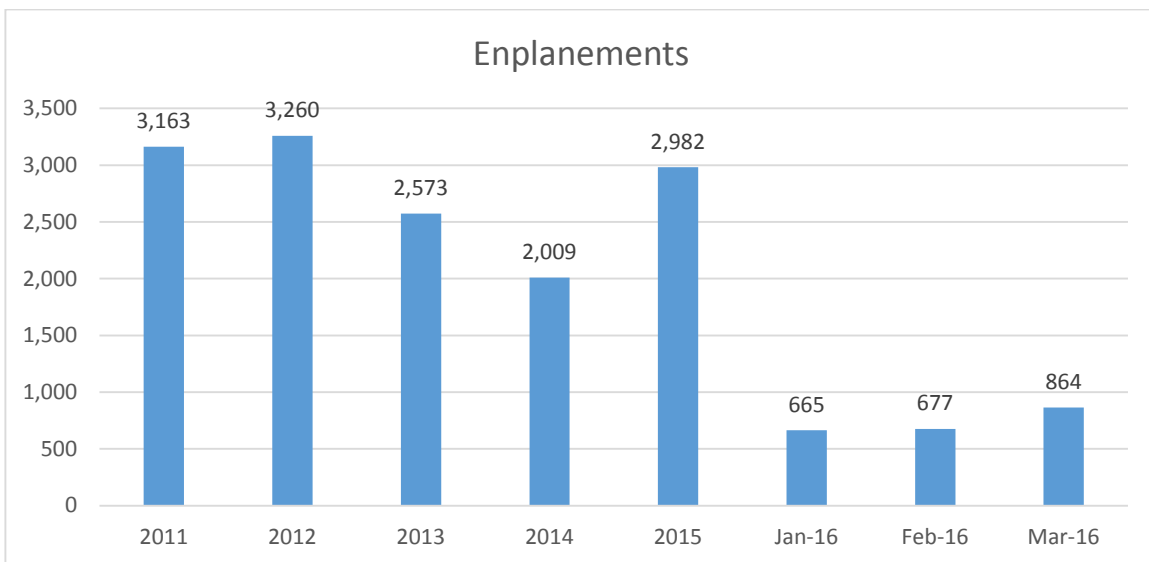
## Refuse

Refuse collection, recycling, green waste, street trees and street sweeping make up the services provided by this fund. The City maintains 95,000 park and street trees. Total tons of refuse taken to the landfill over the last year are shown on the graph below.



## Airport

The number of enplanements at the Airport is on track to reach 9,000 – 9,500 this calendar year. Once the number of 10,000 is reached \$1,000,000 becomes available for airport improvements.





## Personnel Changes Affecting Enterprise Funds

Position Title	Additions	Deletions	Comments	
			15/16 Budget	16/17 Budget
Director of Public Works	-	-	90% Public Works Administration & 10% Airport	100% Public Works Administration
Secretary I/II	-	-	5% Visitors Center, 5% Economic Development & 90% Housing	100% Public Works Administration
Secretary I/II	-	-	100% Public Works Administration	70% Public Works Administration & 30% Airport
GIS Coordinator	.25	-		
Public Works Supervisor-Solid Waste	.25	-		
Lead Refuse Equipment Operator	1	-		
Refuse Equipment Operator/Trainee	1	-		
Public Works Manager-Tax Services	.15	-		

## Internal Service Funds

These funds are used to budget and account for an activity that provides goods or services to other funds, departments or agencies of the primary government.

The City uses Internal Service Funds for fleet maintenance, facilities maintenance, human resources, risk management, information technology, employee benefits, vehicle replacement and information technology replacement. The costs for these services are spread to all user departments.

Fleet Maintenance oversees and maintains over 550 pieces of rolling stock, trailers and small motorized equipment such as chain saws and leaf blowers.

Facilities Maintenance oversees and maintains 118 structures which covers about 409,000 square feet.

Information Technology oversees, maintains and updates over 1,000 desktop computers, laptop computers, mobile devices, telephones, network devices, cameras, internet connections, mainframe and all the software applications needed to run the devices.

In order to accurately assess the organization and its staffing needs, the human resources division of the Support Services Department will be overseeing a project to review and update all of the job descriptions within the City of Merced. This will be accomplished by using the services of an outside vendor. It is anticipated the project will begin in January 2017 and all job descriptions will be reviewed. This is a vital step in ensuring the accuracy of the job descriptions and the proper placement of the City employees in those positions.

Many of the City's job descriptions have not been updated since the 1980's and therefore do not reflect modern technology and practices in the respective professions. As a result, the reclassifications requested by Department Heads will continue to be on hold until the project is completed. This will allow a fair, accurate, and systematic process to evaluate all positions.

Funding from General Fund sources into the Vehicle Replacement and Technology Replacement Funds were suspended at the start of the economic recession. Based on the five year forecast this funding stream will start again in the 2020/21 fiscal year. The Fleet Replacement Fund is currently underfunded by about \$5.5 million and the Technology Replacement Fund is underfunded by about \$600,000.

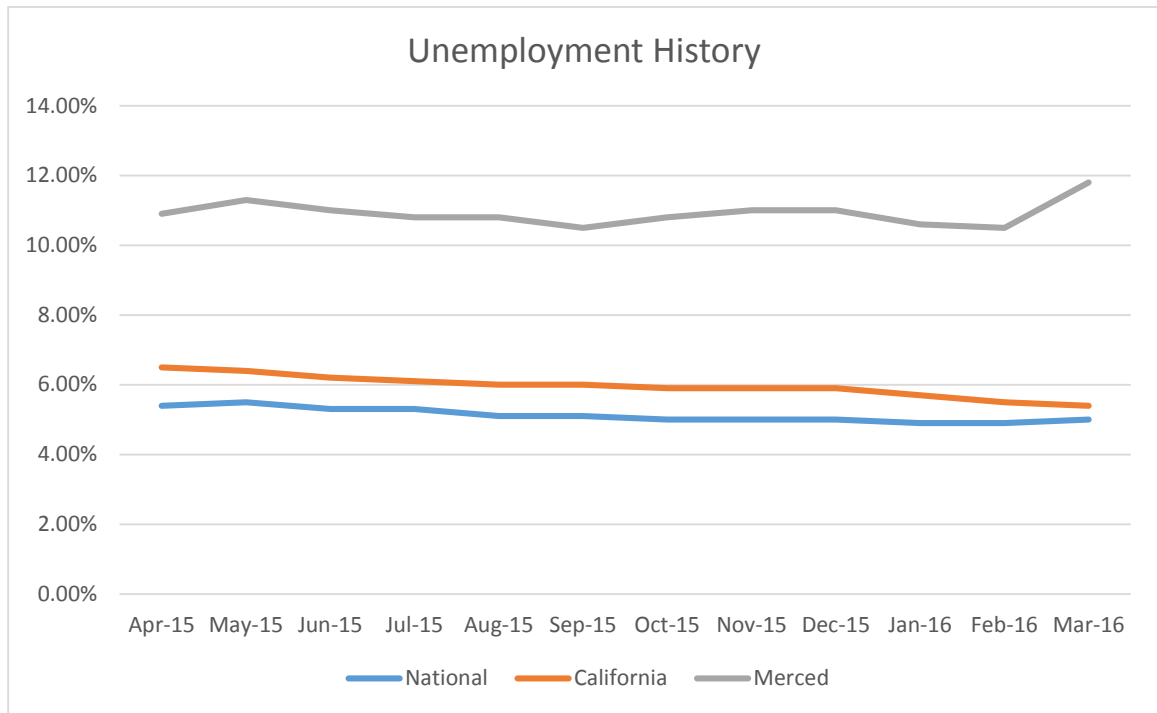
### **Personnel Changes Affecting Internal Service Funds**

<b>Position Title</b>	<b>Additions</b>	<b>Deletions</b>
Equipment service Worker	1	-
Building Maintenance Worker I/II or Custodian I/II	1	-

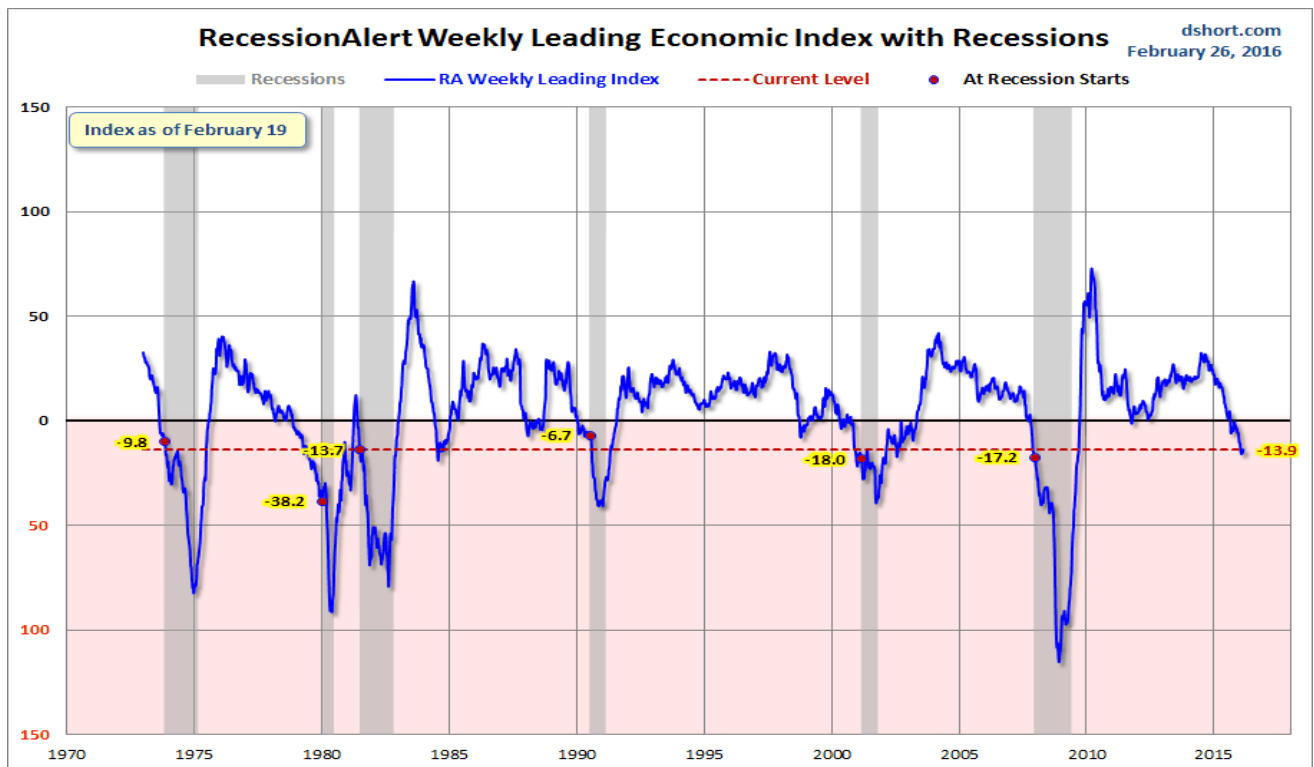
## The Economy

Critical to any budget planning are the current economic conditions and outlook for the future.

Employment trends are an important sign of how the economy is doing. The trends for the last year show California and nationally slowly improving but Merced remaining at about the same range.



One question that seems to be asked these days is when will the next recession occur? The predictors cover the range from “soon” to “maybe” to “probably not at all”. Who knows whether it will or won’t happen but the reality is the economy is cyclical and based on past trends one will more than likely occur sooner rather than later. The latest five year forecast accounts for some revenue decline in sales tax starting in 2017/18.



The Weekly Leading Economic Index (WLEI) uses fifty different time series from these categories: Corporate Bond Composite, Treasury Bond Composite, Stock Market Composite, Labor Market Composite, Credit Market Composite.

Now that Phase 1 of the Merced/Atwater Expressway has been completed retail and commercial development will start at some point. Because of freeway access this will be a desired location for developers. This is not in the City of Merced so to the extent business locates there instead of in the City, tax and license revenues will go elsewhere.

UC Merced has embarked on the 2020 Plan which will provide for student capacity of 10,000 by 2020 which is an increase of about 3,300 students. With a direct investment of more than 1 billion dollars to accomplish this goal Merced will no doubt benefit from this effort even though UC Merced is not currently part of the City.

Integral to the UC Merced's 2020 project is a new administration building to be located directly across from City Hall. The proposed plan calls for a structure with 67,400 square feet at a cost of \$45 million.

Because of the relative new interchange at Mission Healy opportunities exist for retail and commercial development within the City.

Overall the City is cautiously optimistic about the economy for the next several years.

## **Items Requiring Additional Discussion and Information**

Several issues need to be addressed relating to the Fire Department. The first issue has to do with providing coverage when aircraft land or depart. When an airport is certified under Section 139 of the Federal Aviation Administration rules, which the City of Merced Airport is, fire suppression/rescue must be available within 3 minutes of the center of the runway 15 minutes before landing and 15 minutes after departure. With the new Essential Air Service carrier and the schedule they are flying it is estimated this could cost as much as \$350,000 in staffing. This is not covered in this budget. One possible solution that is being discussed is to have the Airport decertified which would then make any response to an airport incident a call for service through the 911 system.

One of the two ladder trucks the Fire Service uses is in need of replacement. It is estimated the cost to replace is about \$1,400,000. This is not covered in the budget.

At the March 21, 2016 City Council meeting a Fire Fee Study was presented. This needs to be returned so a final decision can be made on how staff should proceed.

Several Information Technology issues will need to be addressed beyond the 2016/17 budget year. The first is the current desktop hardware used by the City will no longer meet several regulatory compliance mandates by January 14, 2020. (Department Of Justice, Health Insurance Portability and Accountability Act, Personally Identifiable Information, Payment Card Industry Security Standards Council, etc.). New equipment will be required to run compliant software. The equipment cost is \$600,000 and must be in place before the deadline.

The second is the current software used for all financial applications is written in Report Program Generator (RPG) code, which is an IBM proprietary programming language. The software works very well but no one is being trained anymore to write this code and there are fewer and fewer programmers who understand it. A replacement system will cost in the range of \$750,000. It is estimated this replacement will need to happen sometime within the next five years.



## **Conclusion**

The City has faced challenging budgets in the past but with the City's leadership and resourceful staff the City has been able to be poised to capitalize on future opportunities.

I would like to thank the City Council for providing effective policy direction and support and to the employees of the City of Merced for their hard work and dedication to get the job done. Continuing to work together we will ensure public resources are managed efficiently to provide a City we can all be proud of.

Respectfully,

A handwritten signature in black ink, appearing to read "Steve Carrigan", with a long horizontal flourish extending to the right.

Steve Carrigan  
City Manager



## ADMINISTRATIVE REPORT

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**Agenda Item: J.1.**

Meeting Date: 6/6/2016

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**Report Prepared by:** Mark E. Hamilton, Housing Program Supervisor, Housing Division, Department of Economic Development

**SUBJECT:** Request to Join the Mayor's Challenge to Ending Homelessness Among Unsheltered Veterans

### REPORT IN BRIEF

Requesting the mayor to sign a letter to include the City of Merced in the Mayor's Challenge to Ending Homelessness among Unsheltered Veterans.

### RECOMMENDATION

**City Council** - Adopt a motion allowing the Mayor to sign a letter that would include the City of Merced in the national Mayor's Challenge.

### ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to other than recommended by staff; or,
3. Deny; or,
4. Refer to City Manager or Housing Division for reconsideration; or
5. Continue to a future City Council meeting.

### AUTHORITY

Charter of the City of Merced, Section 200.

### CITY COUNCIL PRIORITIES

As provided for in the 2015-16 Adopted Budget.

### DISCUSSION

Staff is asking Council to consider having the Mayor sign the attached letter which would commit the City to joining the nearly 1,000 other jurisdictions throughout the country who are committed to ending homelessness among veterans in their community as outlined in Opening Doors, the nation's first comprehensive federal strategy to prevent and end homelessness.

The Merced County 2016 Homeless Count and Survey revealed that there were 25 homeless veterans on January 28. The previous year, the homeless count noted that there were 88 homeless veterans, which represents a 71.5% decrease.

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The Housing Authority of the County of Merced (HACM) recently received 11 more U.S. Department of Housing and Urban Development-VA Supportive Housing (HUD-VASH) Program vouchers. This brings the total number of vouchers received by HACM to 66. In addition, the WestCare Foundation's San Joaquin Valley Veterans (SJVV) program administers the Supportive Services for Veteran Families (SSVF) Program for homeless and at-risk-of-becoming-homeless veterans.

The City of Merced has established a partnership with the Merced City and County Continuum of Care (CoC), which consists of a wide-range of public and private organizations, including veteran service providers, in order to finish the job of preventing and ending homelessness among local veterans. The partnership focuses on the "No More Homeless Vets in Merced Task Force (Task Force)."

The primary responsibility of the Task Force is to identify and permanently house all homeless veterans by the end of 2016 by implementing the best practices of Housing First and Rapid Rehousing through the HUD-VASH, SSVF, and other programs operated by the CoC. Any veterans encountered during the 2017 homeless count and survey will be immediately engaged so that they will be able to end their experience of homelessness.

The City of Merced and the CoC will continue to implement the best practices in order to rapidly rehouse any veterans who become homeless after the 2017 homeless count and survey. The goal will be to rehouse them within 30 days, as encouraged by the VA, HUD, and ICH.

Please know there will be a press release to the general public, as encouraged by the VA, HUD, and ICH. The press release regarding Mayors Challenge to End Veteran Homelessness will be published upon Council's support of accepting the challenge.

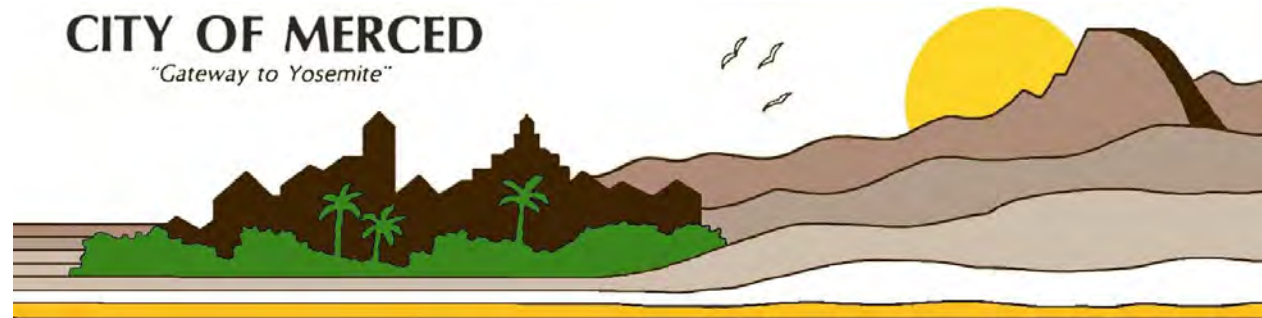
## **IMPACT ON CITY RESOURCES**

No appropriation of funds is needed.

## **ATTACHMENTS**

1. Draft Letter to be signed by the Mayor
2. Ending Homelessness among Unsheltered Veterans Program

DRAFT



*City of Merced Housing Division*  
*Telephone (209) 385-6863 Fax (209) 388-8987*

June 6, 2016

Honorable Robert A. McDonald  
Secretary of Veterans Affairs  
U.S. Department of Veteran Affairs

Julián Castro  
Secretary of Housing and Urban Development  
U.S. Department of Housing and Urban Development

Matthew Doherty  
Executive Director  
U.S. Interagency Council on Homelessness

Dear Sirs:

The City of Merced is pleased to join nearly 1,000 other jurisdictions throughout the country who are committed to ending homelessness among veterans in their community as outlined in Opening Doors, the nation's first comprehensive federal strategy to prevent and end homelessness.

The Merced County 2016 Homeless Count and Survey revealed that there were 25 homeless veterans on January 28. The previous year, the homeless count noted that there were 88 homeless veterans which represents a 71.5% decrease.

The Housing Authority of the County of Merced (HACM) recently received 11 more U.S. Department of Housing and Urban Development-VA Supportive Housing (HUD-VASH) Program vouchers. This brings the total number of vouchers received by HACM to 66. In addition, the WestCare Foundation's San Joaquin Valley Veterans (SJVV) program administers the Supportive Services for Veteran Families (SSVF) Program for homeless and at risk of becoming homeless veterans.

# DRAFT

City of Merced – Ending Veteran's Homelessness  
Page 2 of 2

The City of Merced has established a partnership with the Merced City and County Continuum of Care (CoC) which consists of a wide-range of public and private organizations, including veteran service providers, in order to finish the job of preventing and ending homelessness among local veterans. The partnership focuses on the "No More Homeless Vets in Merced Task Force (Task Force)."

The primary responsibility of the Task Force is to identify and permanently house all homeless veterans by the end of 2016 by implementing the best practices of Housing First and Rapid Rehousing through the HUD-VASH, SSVF, and other programs operated by the CoC. Any veterans encountered during the 2017 homeless count and survey will be immediately engaged so that they will be able to end their experience of homelessness.

The City of Merced and the CoC will continue to implement the best practices in order to rapidly rehouse any veterans who become homeless after the 2017 homeless count and survey. The goal will be to rehouse them within 30 days as encouraged by the VA, HUD, and ICH.

Thus, it is with great pleasure that I submit to you, on behalf of the City Council and our residents, our city's commitment to end veteran homelessness in writing. Please know that the Mayor and Council will distribute a press release to the general public as noted and encouraged by the VA, HUD, and ICH within the Mayors Challenge to End Veteran Homelessness web site. Should you or your staff have any questions or comments, please contact me at (209) 385-6834.

Sincerely,

Stan Thurston  
Mayor, City of Merced

Cc: Steve S. Carrigan, City Manager  
Joe Colletti, Urban Initiatives  
Carol Bowman, Director United Way  
Frank Quintero, Director of Economic Development  
Mark Hamilton, Housing Program Supervisor



## **No More Homeless Vets in Merced**

### **Ending Homelessness among Unsheltered Veterans in Merced County: The Number of Unsheltered Veterans is less but what will it take to finish the job?**

-prepared by Joe Colletti, PhD and Sofia Herrera, PhD, Institute for Urban Initiatives-

The primary purpose of this report is to focus on the following formalized question—what types of housing, resources, and tactics are essential to finish the job of ending homelessness among veterans in Merced County?

The multi-faceted answer is first outlined as follows:

- Direct the HUD-VASH voucher program, which combines Housing Choice Voucher (HCV) rental assistance for eligible homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA), towards chronically homeless veterans and particularly for those who are the most visibly homeless, hardest-to-reach, and most likely to die on the streets;
- Use the Housing First and a “low barrier” approach while implementing the HUD-VASH voucher program. The Housing First approach focuses on providing permanent supportive housing as quickly as possible and then providing home-based supportive services, instead of requiring veterans to earn their housing by first entering shelters and meeting the program criteria with the likelihood of being discharged back to the streets;
- Direct the Supportive Services for Veteran Families (SSVF) Program, which provides outreach and case management services and assists eligible veterans to obtain VA benefits and other public benefits, towards non-chronically homeless veterans and chronically homeless when appropriate;
- Use the Rapid Rehousing best practice while implementing the Supportive Services for Veteran Families (SSVF) Program, which helps families and individuals quickly move out of homelessness and into affordable permanent housing, by providing services that help them obtain and maintain their housing such as housing search and landlord negotiation, short-term financial and rental assistance, and the delivery of home-based housing stabilization services as needed;
- Provide bridge housing, which is different from shelter that requires participants to earn their housing by meeting and maintaining program criteria. A Housing First and Low Barrier approach is implemented to rapidly rehouse and prevent participants from being discharged to the streets while receiving HUD-VASH voucher and SSVF program assistance during their stay in bridge housing;
- Provide housing navigation services to participants who are receiving HUD-VASH voucher and SSVF program assistance during their stay in bridge housing;
- HUD-VASH voucher and SSVF program assistance is largely focused on the City of Merced because a significant majority of unsheltered veterans in the County are living on the city’s streets.

## 1. Number of unsheltered veterans

The results of the 2016 Merced County Homeless Count and Subpopulation Survey revealed very good news concerning unsheltered veterans living on local streets. As noted in the table below, 25 homeless veterans were counted in 2016 whereas the estimated number of homeless veterans in 2015 was 88. This represents a decrease of 63 veterans or 71.5%.

Table 1. Comparison of total Number of Homeless Veterans

Year of Homeless Count	Total Number of Homeless Veterans	Variance	
		#	%
2015	88	-	-
2016	25	63	71.5

Of the 25 homeless veterans, 20 were counted on the street as unsheltered and five (5) were temporarily living in local shelters and transitional housing programs.

## 2. What will it take to finish the job?

Over the years, many homeless service providers have successfully helped homeless persons (including veterans) who qualified for their programs by meeting the screening criteria that was established to enter and finish their programs. Such criteria included being single or part of a family; being male or female; agreeing to, and maintaining, sobriety; having income; participating in a money management plan, etc.

As a result, those homeless persons who met and fulfilled program criteria often obtained permanent housing. Those persons who did not meet the criteria and were screened out, and those who met the screening criteria but were unable to maintain the criteria, were left languishing on the streets and often became the most visible homeless and hardest-to-reach and are known to us today as the chronically homeless.

In order to finish the job of ending homelessness among veterans, the following action steps will be taken for each subpopulation of veterans:

### Chronically Homeless Veterans

Finding: Of the 20 homeless veterans counted during the Point-in-Time Count, 11 or 55% were chronically homeless.

The appropriate intervention for all chronically homeless persons including veterans is subsidized permanent supportive housing with case management services that is obtained and maintained through a Housing First and Low Barrier approach.

This approach was recently outlined by the U.S. Department of Housing and Urban Development (HUD) during the 2015 Continuum of Care (CoC) Homeless Assistance Program grant application process by asking two specific questions.

#### **A. Low Barriers**

The first question, which focused on barriers that prevent potential participants from entering permanent housing including permanent supportive housing, was

“Based on the CoC's FY 2015 new and renewal project applications, what percentage of Permanent Housing (permanent supportive housing and rapid rehousing) . . . projects in the CoC are low barrier?”<sup>1</sup>

HUD noted that this meant “. . . they do not screen out potential participants based on those clients possessing

- too little or little income,
- active or history of substance use,
- criminal record, with exceptions for state-mandated restrictions, and
- history of having been or currently a victim of domestic violence (e.g., lack of a protective order, period of separation from abuser, or law enforcement involvement).”<sup>2</sup>

HUD further stated that

“Many recipients of CoC Program and ESG Program funds place more stringent requirements for entry into a program than what HUD requires and this can create barriers for those homeless persons who already have the most barriers and who would be considered the hardest-to-serve. As we continue to shift toward a paradigm of ending homelessness, it is increasingly important that CoC Program-funded projects eliminate barriers to serving people experiencing homelessness.”<sup>3</sup>

Consequently, project applicants were asked to indicate their alignment with a low barrier philosophy by indicating that they were staying away from the following list of barriers,

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<sup>1</sup> “Detailed Instructions for Completing the FY 2015 Continuum of Care (CoC) Application,” p. 62.

<sup>2</sup> Ibid.

<sup>3</sup> Ibid.

- ☐ Too little or little income
- ☐ Active or history of substance use
- ☐ Criminal record, with exceptions for state-mandated restrictions, and
- ☐ History of having been or currently a victim of domestic violence (e.g., lack of a protective order, period of separation from abuser, or law enforcement involvement).

According to HUD, if project applicants checked all four boxes, the project was considered “low barrier.” If less than four boxes were checked, the project was not considered low barrier.

### ***B. Housing First***

The second question, which focused on Housing First, was

What percentage of CoC Program-funded Permanent Supportive Housing (PSH), RRH, SSO (non-Coordinated Entry) and Transitional Housing (TH) FY 2015 Projects have adopted a Housing First approach, meaning that the project quickly houses clients without preconditions or service participation requirements?

HUD stated that

*“Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements. See the *Housing First Policy Brief* for further description of Housing First. Research has shown that permanent supportive housing models that use a Housing First approach are highly effective for ending homelessness, particularly for people experiencing chronic homelessness who have higher service needs.”*<sup>4</sup>

HUD further stated that

*“The Housing First model is an approach to: 1) quickly and successfully connect individuals and families experiencing homelessness to permanent supportive housing; 2) without barriers to entry, such as sobriety, treatment or service participation requirements; or 3) related preconditions that might lead to the program participant’s termination from the project. Supportive services are offered to maximize housing*

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<sup>4</sup> Ibid., p. 64.

stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.”<sup>5</sup>

Project applicants provided their responses based on the following three questions, which included specific instructions from HUD:

- **“Does the project quickly move participants into permanent housing?** Select ‘Yes’ to this question if your project will quickly move program participants into permanent housing without intermediary steps or a period of qualification before permanent housing. Select ‘No’ if the project does not work to move program participants quickly into permanent housing.”
- **“Has the project removed the following barriers to accessing housing and services? (Select ALL that apply):** Check the box next to each item to confirm that your project has removed (or never had) barriers to program access related to each of the following: 1) Having too little or little income; 2) Active or history of substance abuse; 3) Having a criminal record with exceptions for state-mandated restrictions; and 4) Fleeing domestic violence (e.g., lack of a protective order, period of separation from abuser, or law enforcement involvement). If all of these barriers to access still exist, select None of the above’.”
- **“Has the project removed the following as reasons for program termination?** Check the box next to each item to confirm that your project has removed (or never had) reasons for program participant termination related to each of the following: 1) Failure to participate in supportive services; 2) Failure to make progress on a service plan; 3) Loss of income or failure to improve income; 4) Fleeing domestic violence; and 5) Any other activity not covered in a lease agreement typically found in the project’s geographic area. If all of these reasons for program termination still exist select ‘None of the above’.”

If the answers were affirmative to each of the questions, the following question “Does the project follow a Housing First approach” was automatically populated as “yes.” HUD also noted that

“This field is automatically calculated and cannot be edited. **Only if** “Yes” was answered for 4a **AND** all of the barriers and reasons boxes were checked for 4b and 4c, **will** this field indicate “Yes” to confirm a Housing First approach. Otherwise, this field will indicate “No” to confirm that the project will not follow a Housing First approach.”<sup>6</sup>

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<sup>5</sup> For renewal applications see “Detailed Instructions for Completing the Renewal Project Application: Fiscal Year 2015 Continuum of Care Program Application Process,” p. 17 and for new applications see “Detailed Instructions for Completing the New Project Application: Fiscal Year 2015 Continuum of Care Program Application Process,” p. 19.

<sup>6</sup> Ibid, p. 20.



The HUD-VASH voucher program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). Thus, any new HUD-VASH vouchers or any existing units supported by HUD-VASH vouchers that become vacant should be directed towards homeless veterans who are eligible for VA services.

Homeless veterans not eligible for VA services will be referred to any new permanent supportive housing or any existing permanent supportive housing units that become vacant for possible placement.

#### Non-Chronically Homeless Veterans

Finding: Of the 20 homeless veterans counted during the Point-in-Time Count, 9 or 45% were not chronically homeless.

The Merced City and County CoC should continue to work closely WestCare California's San Joaquin Valley Veterans (SJVV) program, which has received funding from the VA to implement a Supportive Services for Veteran Families (SSVF) Program in Merced County that directs assistance to chronically homeless and non-chronically homeless veterans. The program provides outreach and case management services and assists eligible veterans to obtain VA benefits and other public benefits, which may include:

- Vocational and rehabilitation counseling;
- Employment and training service;
- Educational assistance;
- Health care services;
- Daily living services;
- Personal financial planning services;
- Transportation services;
- Income support services;
- Fiduciary and representative payee services;
- Legal services;
- Child care services;
- Housing counseling services; and
- Other supportive services, including time-limited payments to third parties (e.g., temporary financial assistance payments on behalf of Veteran families to landlords, utility companies, moving companies, and eligible child care providers) provided these payments help Veteran families remain in permanent housing or obtain permanent housing.

### ***C. Bridge Housing***

Bridge housing is temporary housing that is different from shelters that require participants to earn their housing by meeting and maintaining program criteria. Bridge housing requires participants to adhere to basic health and safety issues. However, bridge housing includes a Housing First and Low Barrier approach that prevents participants from being discharged to the streets because of the reasons noted in subsections A and B above.

Thus, if an unsheltered veteran qualifies for HUD-VASH or SSVF program assistance, the veteran is placed in bridge housing while a Housing Navigator identifies appropriate permanent housing as quickly as possible so that the veteran can receive home-based case management and supportive services in order to help the veteran maintain the housing.

### ***D. Housing Navigation***

Housing navigation consists of two primary activities: compiling an inventory of existing and new permanent housing units and moving veterans into the units as quickly as possible.

A Housing Navigator position needs to be created and funded in order to carry out the two primary activities. A Housing Navigator responsibilities should include

- Recruiting property owners and managers;
- Completing intake documentation;
- Assessing housing barriers, needs, and preferences;
- Matching appropriate housing resources (HUD-VASH, SSVF, S+C, CoC-PSH);
- Identifying and matching available housing units with homeless veterans;
- Setting up appointments to see available housing units;
- Assisting with transportation for homeless veterans to see available units;
- Assisting with submitting rental applications and understanding leases;
- Assisting with obtaining utilities and making moving arrangements; and
- Conducting follow-up to ensure veterans are maintaining housing.

### ***E. Tactics***

The primary tactics should be three-fold: 1) directing the resources; 2) ensuring accountability; and 3) rapidly rehousing any veterans who become homeless in the future.

#### **Directing the resources**

Directing the resources should include the following:

- HUD-VASH vouchers should be directed to chronically homeless veterans who are living on the streets and the most visibly homeless, hardest-to-reach, and likely to die on the streets;
- SSVF program assistance should be directed towards the non-chronically homeless veterans and chronically homeless persons if appropriate; and
- HUD-VASH vouchers and SSVF program assistance should be primarily but not solely directed towards the City of Merced because 18 of the 20 (90%) of unsheltered veterans who were recently counted were counted in the City of Merced.

#### Ensuring accountability

Ensuring accountability should include the following:

- The recommendations in this report should be implemented and evaluated by the No More Homeless Veterans in Merced Task Force;
- Task Force should provide findings and recommendations to the Merced City and County CoC Board of Directors at each Board of Directors meeting and at each quarterly CoC Representatives meeting.

#### Rapidly rehousing any veterans who become homeless in the future

Any veterans who become homeless in the future should be quickly placed in permanent housing by implementing the housing first, low barrier, bridge housing, and housing navigation approach outlined above within 30 days of becoming homeless. The 30-day mark is encouraged by HUD within the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH Act): Continuum of Care Program Interim Rule which codified into law the Continuum of Care Program.