

C.2. Pledge of a 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. REPORT OUT OF CLOSED SESSION

F. CEREMONIAL MATTERS

F.1. [16-443](#) **SUBJECT:** Proclamation - Domestic Violence Awareness Month

REPORT IN BRIEF

Received by a representative of the Valley Crisis Center.

F.2. [16-449](#) **SUBJECT:** Proclamation - Fire Prevention Month

REPORT IN BRIEF

Accepted by Merced Fire Captain Jim Evans.

F.3. [16-450](#) **SUBJECT:** Proclamation - Breast Cancer Awareness Month

REPORT IN BRIEF

Accepted by Merced Fire Captain Morgan Madruga.

G SPECIAL PRESENTATIONS

G.1. Continuum of Care Update - Dr. Joe Colletti

H. WRITTEN PETITIONS AND COMMUNICATIONS

I. 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.

J. 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.

- J.1. [16-437](#) **SUBJECT:** Information Only-Planning Commission Minutes of July 20, 2016

RECOMMENDATION

For information only.

- J.2. [16-445](#) **SUBJECT:** Information Only - Merced Regional Airport Authority Meeting Minutes of July 21, 2016

RECOMMENDATION

For information only.

- J.3. [16-471](#) **SUBJECT:** Information-Only Contracts

REPORT IN BRIEF

Notification of awarded Non-Public Works contracts under \$29,000 and of Public Works contracts under \$65,204.

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 FY 2016-2017 threshold of \$65,204.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2016-2017 threshold of \$29,000.00, the contracts listed on the attached table were entered into by the City.

- J.4. [16-463](#) **SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of March 3, 2016 and September 6, 2016.

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of March 3,

2016 and September 6, 2016.

J.5. [16-455](#)

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.

J.6. [16-423](#)

SUBJECT: 2016 Bulletproof Vest Partnership Grant

REPORT IN BRIEF

Accept grant award for reimbursement of bulletproof vest expenses.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a supplemental appropriation in the amount of \$15,120 in grant funds to account 001-1002-522.29-00 for 50% of the costs associated with the purchase of bulletproof vests; and,

B. Accepting and increasing the revenue budget in the amount of \$15,120 in account 001-1002-324.37-00 for the grant award amount; and,

C. Authorizing the use of pooled cash to cover the appropriation until grant funds are reimbursed.

J.7. [16-404](#)

SUBJECT: 2016 Edward Byrne Justice Assistance Grant (JAG)

REPORT IN BRIEF

Consider accepting a grant award in the amount of \$51,649 to fund part-time personnel, equipment, and travel/training.

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting the grant and increasing the revenue budget in account 050-1025-321.17-00 by \$51,649, and appropriating the same to Fund 050; and,

B. Approving the use of pooled cash until reimbursement is received from the grant; and,

C. Authorizing the Police Department and the City Manager to execute the necessary documents.

J.8. [16-375](#)

SUBJECT: 2015 Urban Water Management Plan

REPORT IN BRIEF

Recommend approving a professional services agreement with Carollo Engineers to prepare an update for the Department of Water Resources 2015 Urban Water Management Plan

RECOMMENDATION

It is recommended that the City Council adopt a motion approving:

A. An agreement with Carollo Engineers in the amount of \$40,500 for professional engineering services to prepare the 2015 Urban Water Management Plan, as required under the Water Code Section 10610; and

B. Authorize the City Manager to sign the necessary documents.

J.9. [16-407](#)

SUBJECT: First Amendment to Professional Services Agreement with Interwest Consulting Group for Building and Planning Services

REPORT IN BRIEF

City Council will consider approving the First Amendment to Professional Services Agreement with Interwest Consulting Group for building and planning services.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the First Amendment for Professional Services with Interwest Consulting Group, Inc., to provide as needed building and planning services for an additional amount of \$85,000.00; and,

B. Authorizing the Finance Officer to make the necessary budget adjustments; and,

C. Authorizing the City Manager to execute the above agreement.

J.10. [16-147](#)

SUBJECT: First Amendment to Agreement for Professional Services

with Mott MacDonald, LLC.

REPORT IN BRIEF

Proposed First Amendment to Agreement for Professional Services with Mott MacDonald because of ownership and name change.

RECOMMENDATION

City Council - Adopt a Motion to approve the First Amendment to Agreement for Professional Services to Reflect the Change of Ownership and Name to Mott MacDonald, LLC, A Delaware Limited Liability Company; and authorize the City Manager to Execute the Necessary Documents.

J.11. [16-446](#)

SUBJECT: Consideration of Approval of an Amended Salary Range for Assistant City Manager

REPORT IN BRIEF

Considers Amending the Salary Range for the Assistant City Manager

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2016-51**, A Resolution of the City Council of the City of Merced Amending the Salary Range for the Classification of Assistant City Manager.

K. 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.

K.1. [16-469](#)

SUBJECT: Continued Public Hearing - Merced Fire Department User Fees

REPORT IN BRIEF

The Merced Fire Department is requesting to continue this Public Hearing to the October 17, 2016 meeting.

RECOMMENDATION

City Council - Adopt a motion continuing the Public Hearing to the October 17, 2016 meeting.

L. REPORTS

L.1. [16-459](#)

SUBJECT: Maintenance Districts - Assessment Ballot Proceeding Processes

REPORT IN BRIEF

Detail the necessary steps required to conduct an assessment ballot hearing to obtain property owners' approval to increase special benefit assessments, rebuild Fund operating reserve balances, and allow for annual consumer price index adjustments on properties within identified Maintenance Districts.

RECOMMENDATION

City Council - Accept Report for Information Only.

M. BUSINESS

M.1. Request to Add Item to Future Agenda

M.2. City Council Comments

N. ADJOURNMENT



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item B.1.

Meeting Date: 10/3/2016

SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Property: 725 West 18th Street, Merced, CA; Agency Negotiator: Frank Quintero, Director, Economic Development; Negotiating Parties: City of Merced and Fluetsch and Busby Insurance; Under Negotiation: Price and Terms of Payment.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item F.1.

Meeting Date: 10/3/2016

SUBJECT: Proclamation - Domestic Violence Awareness Month

REPORT IN BRIEF

Received by a representative of the Valley Crisis Center.

ATTACHMENTS

1. Domestic Violence Awareness Proclamation
2. Flyer



Proclamation

WHEREAS, September 17, 2016 marks the 229th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebration which will commemorate this occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, STANLEY P. THURSTON, Mayor of the City of Merced, do hereby proclaim the September 17 – 23, 2016 as Constitution Week in the City of Merced, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Signed this 6th day of September, 2016.

Stanley P. Thurston, Mayor of Merced



VALLEY CRISIS CENTER

A Program of Alliance for Community Transformations

Peace For Families

March Against Domestic Violence



Come Join Us On
Wednesday October 5th, 2016
at 5:30PM to 8:30pm at
Courthouse Park in Merced where we'll march to the Civic
Center!



October is Domestic Violence Awareness Month. Abuse impacts as many as 1 in 3 families in Merced County. The devastating effects of the cycle of violence has far reaching consequences for our community, as youth exposed to domestic violence are at an increased risk of becoming an abusive partner or a victim in their adult life. To speak out against the violence and its impact on our community we would like to invite you to our 6th Annual March Against Domestic Violence and the community gathering that follows.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item F.2.

Meeting Date: 10/3/2016

SUBJECT: Proclamation - Fire Prevention Month

REPORT IN BRIEF

Accepted by Merced Fire Captain Jim Evans.

ATTACHMENTS

1. Proclamation



Proclamation

- WHEREAS,** the city of Merced, California is committed to ensuring the safety and security of all residents and visitors of Merced; and
- WHEREAS,** fire is an ever increasing public safety concern both locally and nationally, and homes are the locations at greatest risk; and
- WHEREAS,** house fires killed 7 people a day in 2014, and fire departments in the United States responded to 357,000 residences; and
- WHEREAS,** working smoke alarms cut the risk of death in half; and
- WHEREAS,** three out of five home fire deaths result from fires in properties without working smoke alarms; and in one-fifth of all homes with smoke alarms, none were working; and
- WHEREAS,** smoke alarms should have operated but did not due to being disconnected, disabled, or having dead batteries; and
- WHEREAS,** half of home fire deaths result from fires reported at night between 11 p.m. and 7 a.m. when most people are asleep; and
- WHEREAS,** Merced's residents should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and
- WHEREAS,** Merced's residents who have planned and practiced a fire escape plan are more prepared and more likely to survive a fire; and
- WHEREAS,** Merced's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and
- WHEREAS,** Merced's residents are involved in public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and
- WHEREAS,** the 2016 Fire Prevention Month theme, "Don't Wait: Check the Date! Replace smoke alarms every 10 years!" effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

NOW, THEREFORE, I, STANLEY P. THURSTON, Mayor of Merced, do hereby proclaim October, 2016, as Fire Prevention Month, and I urge all people of Merced to install smoke alarms in every bedroom, outside each sleeping area, on every level of the home, and to support the many public safety activities and efforts of Merced's fire and emergency services.

Signed this 3rd day of October 2016.

Stanley P. Thurston, Mayor of Merced



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item F.3.

Meeting Date: 10/3/2016

SUBJECT: Proclamation - Breast Cancer Awareness Month

REPORT IN BRIEF

Accepted by Merced Fire Captain Morgan Madruga.

ATTACHMENTS

1. Proclamation



Proclamation

WHEREAS, a woman receives a diagnosis of breast cancer every two minutes, making the disease the second most frequently diagnosed cancer among women in the United States; and

WHEREAS, this year approximately 246,660 new cases of invasive breast cancer will be diagnosed among women in the United States; and

WHEREAS, screening rates are declining and a recent study revealed that among the 1.5 million women studied over the age of 40 with health insurance, less than fifty percent received the recommended annual screening; and

WHEREAS, the efforts of the Merced City Firefighters, IAFF Local #1479, and other organizations have made a major contribution to spreading breast cancer awareness to men and women in our community through outreach, education, and screening programs; and

WHEREAS, through research and advocacy, significant advances have been made in the fight against breast cancer, decreasing the mortality rate by 36 percent; and

WHEREAS, the 2.5 million breast cancer survivors living in the United States today are a testament to courage, as well as to the importance of promoting awareness about breast cancer, providing information, funding research, following recommended screening guidelines, and offering treatment to those who are affected; and

WHEREAS, the 2016 Breast Cancer Awareness Month theme, "Fighting for the cure!" empowers women with the life-saving message of early detection, the importance of annual mammograms, and compassion for those already diagnosed.

NOW, THEREFORE, I, STANLEY P. THURSTON, Mayor of the City of Merced, do hereby proclaim October 2016 Breast Cancer Awareness Month, and urge all citizens of Merced to take cognizance of this event and participate fittingly in its observance.

Signed this 3rd day of October 2016.

Stanley P. Thurston, Mayor of Merced



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item J.1.

Meeting Date: 10/3/2016

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

SUBJECT: Information Only-Planning Commission Minutes of July 20, 2016

RECOMMENDATION

For information only.

ATTACHMENTS

1. Minutes of July 20, 2016

CITY OF MERCED
Planning Commission

MINUTES

Merced City Council Chambers
Wednesday, July 20, 2016

Vice-Chairperson DYLINA called the meeting to order at 7:06 p.m., followed by a moment of silence and the Pledge of Allegiance.

ROLL CALL

Commissioners Present: Bill Baker, Travis Colby, Robert Dylina, and
*Kevin Smith

*Commissioner Smith arrived at 7:06 p.m.

Commissioners Absent: Peter Padilla (excused), Kurt Smoot (unexcused),
and Chairperson Jill McLeod (unexcused)

Staff Present: Principal Planner King, Senior Deputy City
Attorney Rozell, and Recording Secretary Davis

1. APPROVAL OF AGENDA

M/S COLBY-SMITH, and carried by unanimous voice vote (three
absent), to approve the Agenda as amended.

2. MINUTES

M/S COLBY-SMITH, and carried by unanimous voice vote (three
absent), to approve the Minutes of July 6, 2016, as submitted.

3. COMMUNICATIONS

None.

4. ITEMS

- 4.1 Conditional Use Permit #1213, initiated by Kent Rodrigues, on behalf of Shamsheer S. Hehar, Jasbir Singh, and Lakhvir Singh, property owners. This application involves a request to construct a new car wash and gas station/convenience market (with beer and wine for off-site consumption), and for an increase in allowable signage area, from 200 square feet to 500 square feet, at 764, 782, and 801 Carol Avenue. The subject site is generally located on both the east and west sides of Carol Avenue, approximately 450 feet north of Childs Avenue, within a Thoroughfare Commercial (C-T) zone.

Planner MENDOZA-GONZALEZ reviewed the report on this item. For further information, refer to Staff Report #16-15.

Public testimony was opened at 7:23 p.m.

Speaker from the Audience in Favor:

KENT RODRIGUES, the engineer on behalf of the applicant, Fresno

No one spoke in opposition to the project.

Public testimony was closed at 7:30 p.m.

M/S COLBY-BAKER, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #16-21, and approve Conditional Use Permit #1213, subject to the Findings and forty-five (45) Conditions set forth in Staff Report #16-15 (RESOLUTION #3072):

AYES: Commissioners Baker, Colby, Smith, and Vice-Chairperson Dylina

NOES: None

ABSENT: Commissioners Padilla, Smoot, and Chairperson McLeod

ABSTAIN: None

July 20, 2016

4.2 Cancellation of August 3, and August 17, 2016, Planning Commission Meetings due to Lack of Items.

M/S SMITH-BAKER, and carried by the following vote, to cancel the Planning Commission meetings of August 3, and August 17, 2016:

AYES: Commissioners Baker, Colby, Smith, and Vice-Chairperson Dylina

NOES: None

ABSENT: Commissioners Padilla, Smoot, and Chairperson McLeod

ABSTAIN: None

5. INFORMATION ITEMS

5.1 Calendar of Meetings/Events

Principal Planner KING briefed the Planning Commission on items for the next few Planning Commission meetings.

6. ADJOURNMENT


There being no further business, Vice-Chairperson DYLINEA adjourned the meeting at 7:35 p.m.

Respectfully submitted,



BILL KING, Acting Secretary for Kim Espinosa
Merced City Planning Commission

APPROVED:



ROBERT DYLINEA, Vice-Chairperson
Merced City Planning Commission

CITY OF MERCED
Planning Commission

Resolution #3072

WHEREAS, the Merced City Planning Commission at its regular meeting of July 20, 2016, held a public hearing and considered **Conditional Use Permit #1213**, initiated by Kent Rodrigues, on behalf of Shamsheer S. Hehar, Jasbir Singh, and Lakhvir Singh, property owners. This application involves a request to construct a new car wash and gas station/convenience market (with beer and wine for off-site consumption), and for an increase in allowable signage area, from 200 square feet to 500 square feet, at 764, 782, and 801 Carol Avenue. The subject site is generally located on both the east and west sides of Carol Avenue, approximately 450 feet north of Childs Avenue, within a Thoroughfare Commercial (C-T) zone; also known as Assessor's Parcel Numbers 035-140-066, and -067; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through K of Staff Report #16-15; and,

NOW THEREFORE, 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 #16-21, and approve Conditional Use Permit #1213, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

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


AYES: Commissioners Baker, Colby, Smith, and Vice-Chairperson Dylina
NOES: None
ABSENT: Commissioners McLeod, Padilla, and Smoot
ABSTAIN: None

PLANNING COMMISSION RESOLUTION #3072

Page 2

July 20, 2016

Adopted this 20th day of July 2016



Chairperson, Planning Commission of
the City of Merced, California

ATTEST:



Secretary

Attachment:

Exhibit A – Conditions of Approval

n:\shared\planning\PC Resolutions: CUP#1213 New Gas Station/Car Wash/Convenience Store

Conditions of Approval
Planning Commission Resolution #3072
Conditional Use Permit #1213

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan), Exhibit 2 (conceptual signage plan), Exhibit 3 (landscape plan), Exhibit 4 (floor plan), Exhibit F (elevations) -- Attachments B, C, D, E, and F except as modified by the conditions.
2. All conditions contained in Resolution #1249-Amended ("Standard Conditional Use Permit Conditions"—except for Condition #16 which has been superseded by Code) 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, including the Post Construction Standards for Storm Water that became effective July 1, 2015.
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. Appropriate turning radii shall be provided within the parking areas to allow for Fire Department and refuse truck access.
8. 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.
9. Bicycle racks shall be provided at a minimum ratio equal to 5% of the vehicular parking spaces. The style of rack shall be consistent with the recommendations of the City's most recently adopted Bike Plan.
10. Any missing or damaged improvements along the property frontage shall be installed/repared to meet City Standards. Any improvements that don't meet current City Standards shall be replaced to meet all applicable standards.
11. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.
12. The applicant shall work with the City's Refuse Department to determine the proper location for a trash enclosure and if a recycling container will be required to comply with AB 341. The container(s) shall be enclosed within a refuse enclosure built to City Standards.
13. The proposed freestanding freeway oriented sign shall be reviewed and approved with an Administrative Conditional Use Permit. Signage facing residential properties shall be non-illuminated.
14. All signs shall be located outside of the 10-foot visual corner at the driveway entrance on Carol Avenue and shall maintain a minimum 3-foot setback from all property lines.

15. The freestanding freeway oriented sign shall be located on the southern portion of the subject site (as shown on Attachment C) and shall comply with the standards outlined in Merced Municipal Code Section 17.36.810 – Freeway District.
16. The freestanding freeway oriented sign’s materials, colors, and design shall be compatible and consistent with the convenience market.
17. Sufficient lighting shall be provided throughout the site to provide a safe environment for employees and patrons of the business.
18. 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.
19. All mechanical equipment shall be screened from public view.
20. All landscaping in the public right-of-way shall comply with State Water Resources Control Board Resolution No. 2015-0032 “To Adopt an Emergency Regulation for Statewide Urban Water Conservation” and the City’s Water Conservation Ordinance (Merced Municipal Code Section 15.42). Xeriscape or artificial turf shall be used in place of natural sod or other living ground cover. If turf is proposed to be installed in park-strips or on-site, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed. All irrigation provided to street trees, parking lot trees, or other landscaping shall be provided with a drip irrigation or micro-spray system.
21. All landscaping shall be kept healthy and maintained in good condition and any damaged or missing landscaping shall be replaced immediately.
22. Detailed landscape plans, including irrigation plans, shall be submitted at the building permit stage.
23. A six-foot-tall concrete block fence shall be constructed along the northern property line between the convenience market and the adjacent residential uses per MMC 20.58.450.A.2.
24. The premises shall remain clean and free of debris and graffiti at all times.
25. It is recommended that the exterior building walls be treated with an anti-

graffiti coating to make graffiti removal easier. In any case, graffiti removal shall take place within 24 hours of appearing and shall be painted over with a paint color that matches the existing color of the building wall.

26. A temporary banner permit shall be obtained prior to installing any temporary signs. Free-standing temporary signs (i.e., sandwich boards, A-frame signs, etc.) are prohibited.
27. 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, installing traffic calming measures, 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.
28. The parking lot layout shall comply with all applicable City Standards. Parking lot trees shall be provided at a ratio of one tree for every six parking spaces. These trees shall be installed per the City's Parking Lot Landscape Standards, shall be a minimum of 15-gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree list).
29. Prior to the issuance of a building permit, a Lot Line Adjustment shall be approved modifying the existing property lines and ensuring no building or canopy is constructed on top of a property line.
30. The applicant shall work with the City's Fire Department to ensure that there is adequate space between the convenience market and the block wall to allow additional access for fire personnel and their equipment during an emergency. Doors on the north elevation shall swing-out in a clock-wise motion.
31. The applicant shall provide an acoustical analysis for the car wash during the building permit stage. This study must show compliance with the City's daytime and nighttime noise standards.
32. The car wash may not operate between the hours of 10:00 p.m. and 7:00 a.m. daily.
33. Should the applicant wish to develop a parking lot on the vacant lot west of Carol Avenue, they may do so with a building permit and a recorded parking agreement.

34. No beer or wine shall be displayed or stored outside of the cooler areas.
35. 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 beer or wine shall be located on the building or in the windows.
36. No sale of alcoholic beverages shall be made from a drive-in window.
37. No display or sale of beer or wine shall be made from an ice tub.
38. Employees on duty between the hours of 10 p.m. and 2 a.m. shall be at least 21 years of age to sell beer and wine.
39. 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.
40. The area within the mini-market dedicated to the display and sale of alcoholic beverages (beer and wine) shall not be more than 2 cooler spaces (typical of those found in a grocery store or convenience market) or approximately 20 square feet.
41. A grease interceptor may be required. This will be determined at the building permit stage based on the type of food prepared and served and waste generated.
42. 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.
43. No single-serving containers shall be sold separately unless authorized by the City of Merced Police Department. All single-serving beer and wine containers shall be sold as part of a pack or carton.
44. Prior to obtaining a license from the Alcoholic Beverage Control to sell alcohol, the business (for the convenience market) shall obtain approval for a Finding of Public Convenience or Necessity from the Merced City Council.
45. This approval is subject to the business owner being in good standing

with all laws of the State of California, including the Alcohol Beverage Control (ABC), City of Merced, and other regulatory agencies.

n:shared:planning:PC Resolutions: CUP#1213 Exhibit A



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item J.2.

Meeting Date: 10/3/2016

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

SUBJECT: Information Only - Merced Regional Airport Authority Meeting Minutes of July 21, 2016

RECOMMENDATION

For information only.

ATTACHMENTS

1. RAA Minutes of July 21, 2016

**CITY OF MERCED
REGIONAL AIRPORT AUTHORITY MINUTES**

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

**THURSDAY
JULY 21, 2016**

A. CALL TO ORDER

Chair John Sundgren called the meeting to order at 12:08 p.m.

B. ROLL CALL

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

Members absent: None - Two vacancies.

Staff Present: Janet E. Young, Frank Quintero, Nancy Lee, and Shawn Henry

C. WRITTEN PETITIONS AND COMMUNICATION

None.

D. ORAL COMMUNICATIONS

None.

E. CONSENT CALENDAR

M/S/C – Osborn/Smith motion to approve and file the minutes of June 3, 2016, as submitted.

F. REPORTS

1. POST – FAA PART 139 CERTIFICATE --- FIRE DEPARTMENT RESPONSE TO AIRCRAFT EMERGENCIES

Fire Chief Henry described Merced Fire Department response plan for aircraft emergencies in light of the City's surrender of the FAA Part 139 Airport Operating Certificate and indicated that fire fighters will maintain ARFF Certification.

2. SELECTION OF CHAIR AND VICE CHAIR

The Board voted to retain Mr. Sundgren as Chair and Mr. Osborn as Vice-Chair.

M/S/C – Bodine/Smith

3. AIRPORT MANAGER'S REPORT

Manager Young summarized the June 2016 Manager's Report.

G. AUTHORITY BUSINESS

1. POSSIBLE INCOMPATIBLE LAND USE ACTIVITY

Chairperson Sundgren asked Manager Young if new information was known regarding the Merced Irrigation District (MID) project for construction of transmission and distribution lines that will run through the outskirts of south Merced. Manager Young responded that there was no new information and that she will keep the Airport Authority informed.

2. OTHER BUSINESS FROM AUTHORITY MEMBERS

FAA regulations applicable to drones and safety considerations were raised by Airport Manager Young and discussion ensued among Authority members. Manager Young indicated examples of prior requests for drone operation in proximity of the Merced Regional Airport and suggested that it would be appropriate to consider airport policy on drone usage near MCE. It was the sense of the Authority that such a policy should be developed and Authority member Smith expressed willingness to assist in this assignment.

H. ADJOURNMENT

Chair Sundgren adjourned the meeting at 12:52 p.m. until the next Regional Airport Authority meeting on Tuesday, August 16, 2016, at 7:00 p.m. in the Council Chamber at 678 W 18th Street, in the Civic Center.

M/S/C – Osborn/Bodine motion to approve the meeting adjournment until the next scheduled meeting.


John Sundgren, Chair
Regional Airport Authority



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item J.3.

Meeting Date: 10/3/2016

Report Prepared by: Kirkland Greene, Records Clerk II

SUBJECT: Information-Only Contracts

REPORT IN BRIEF

Notification of awarded Non-Public Works contracts under \$29,000 and of Public Works contracts under \$65,204.

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 FY 2016-2017 threshold of \$65,204.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2016-2017 threshold of \$29,000.00, the contracts listed on the attached table were entered into by the City.

ATTACHMENTS

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

Exhibit 1 – Table of Contracts10/3/2016 City Council Meeting

Department/Division	Vendor	Purpose/Location	Amount
1201 – Recreation and Parks	Jon Klingborg, DVM (Valley Animal Hospital)	Agreement for Veterinary Services at Applegate Zoo (FY 16-17) – 1st Amendment for name change of veterinarian.	No funds.
1201 – Recreation and Parks	Merced Area Sports Officials, Inc. (Marvin Smith)	Agreement for Professional Services to Officiate NFL Flag Football.	\$ 2,020.00
2006 – Economic Development (CA Welcome Center)	The Active 20/30 Club	Agreement for Professional Services for Administration of the Annual Christmas Parade for 2016.	\$ 3,000.00
1303 – Public Works (Regional Airport)	Eurofins Eaton Analytical, Inc.	Perform Laboratory Analyses of Groundwater Samples (Statement of Services, PO #124196).	\$ 3,750.00
1301 – Housing	Merced Rescue Mission, Inc.	Subrecipient Agreement for Administering a CDBG Fiscal Year 2016-2017 SSI/SSDI Outreach, Access and Recovery Initiative (SOAR) Program.	\$ 8,000.00
1301 – Housing	Healthy House Within a Match Coalition, Inc.	Subrecipient Agreement for Administering a CDBG FY 16-17 End Abuse and Support Elders (EASE) Program.	\$12,000.00
0701 – Finance	Marcia B. Hall, CPA	Agreement for Professional Services to Assist With the Process of Preparing and/or Reviewing Documentation Relating to the City's Financial Statements Ending 6/30/16.	\$12,000.00
0803 – Engineering	Bob Holl Sheet Metal, Inc.	Replacement of rooftop unit for Eco Lab Area at WWTP Admin. Building with new 4-ton unit. (Statement of Services, PO #124238; Project No. 114006).	\$25,400.00

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



ADMINISTRATIVE REPORT

Agenda Item J.4.

Meeting Date: 10/3/2016

SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of March 3, 2016 and September 6, 2016.

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of March 3, 2016 and September 6, 2016.

ALTERNATIVES

1. Approve as recommended; or,
2. Approve, subject to amendments.

ATTACHMENTS

1. Minutes of March 3, 2016
2. Minutes of September 6, 2016



CITY OF MERCED

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

Minutes

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

Thursday, March 3, 2016

6:00 PM

A. CALL TO ORDER

Mayor THURSTON called the Town Hall Meeting to order at 6:00 PM.

Clerk's Note: The meeting was held at the Merced Multicultural Arts Center, 645 West Main Street, Merced, Ca.

Pledge of Allegiance to the Flag

B. ROLL CALL

Clerk's Note: Council Member MURPHY attended the meeting via tele-conference.

Present: 7 - Mayor Stanley P. Thurston, Mayor Pro Tempore Joshua Pedrozo, Council Member Michael Belluomini, Council Member Kevin Blake, Council Member Tony Dossetti, Council Member Noah Lor, and Council Member Mike Murphy

Absent: 0

C. SPECIAL PRESENTATIONS

C.1. City Manager Presentation - City Manager Steve Carrigan

City Manager Steve CARRIGAN gave a brief presentation on his first month on the job and asked citizens to contact him with questions and concerns.

C.2. City Clerk Presentation - Assistant City Clerk John Tresidder

Assistant City Clerk John TRESIDDER gave a presentation on the upcoming District Based Elections in the City of Merced.

C.3. Police Presentation - Police Chief Norm Andrade

Police Chief Norm ANDRADE gave a brief presentation about the Police Department's web and social media presence.

C.4. Economic Development Presentation - Economic Development Director Frank Quintero

Economic Development Director Frank QUINTERO gave a presentation on some of the latest businesses coming to Merced including Steak and Shake and Five Guys Hamburgers. He also spoke on the small business incentives the City is offering.

D. PUBLIC COMMENT

Tatiana VIZCAINO-STEWART - spoke on behalf of Building Healthy Communities in support of the Youth Council and youth activities.

Rick MCMILLION, Merced - spoke about Marijuana dispensaries and downtown lights.

Michael PAREK, Merced - spoke about UC Merced.

Lia WHITE, Merced - spoke about Weced and the Youth Council.

David MACIAS, Merced - spoke about youth issues and the Weced group.

Kathy HANSEN, Merced - spoke about the arts in Merced.

Susan BOUSCAREN, Merced - spoke about Marijuana dispensaries.

Victor CALDERON, Merced - spoke about downtown blight.

Karen ANN, Merced - spoke about police issues.

Monica VILLA, Merced - spoke about homeless rights.

Danny QUINTERO, Merced - spoke about the need for businesses geared toward families.

Chantal NUGENT, Merced - spoke about the need to invest in youth.

Elizabeth ARIANO, Merced - spoke about youth issues.

Grethel CROSTO, Merced - spoke about code enforcement.

Pali MOUA, Merced - requested Hmong code enforcement officers.

Christopher BERNAL, Merced - spoke about UC Merced.

Daniel SABZEHZAR, Merced - posed questions from social media and asked about the Youth Council.

Norma CARDONA, Merced - spoke about youth homelessness and the need for youth programs.

Michelle XIONG, Merced - spoke about the Youth Council.

Gannon HOFFS, Merced - thanked the Council.

Clerk's Note: Council Member LOR left the meeting at 7:26 PM.

Council Member MURPHY thanked the audience via tele-conference for attending the meeting.

Mayor Pro-Tempore PEDROZO voiced his appreciation for the citizens who come to the Town Hall Meetings and commented on the Youth Council. He invited all attendees to come to the regular Council Meetings.

Council Member BELLUOMINI thanked the audience for attending. He commented on the homeless issue and advocated for youth services. He spoke about the upcoming budget meetings and department budgets.

Council Member BLAKE thanked the audience. He encouraged continued civic engagement from the public.

Council Member DOSSETTI expressed appreciation to all that attended. He noted that the UC is a great part of the community and stated the relationship will grow.

Mayor THURSTON thanked the audience for input. He invited the audience to be involved in the budget process.

E. ADJOURNMENT

Clerk's Note: The meeting was adjourned at 8:18 PM.



CITY OF MERCED

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

Minutes

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

Tuesday, September 6, 2016

7:00 PM

A. CLOSED SESSION ROLL CALL

Clerk's Note: Council Member LOR arrived at 6:32 PM and Council Member BELLUOMINI arrived at 6:34 PM.

Present: 6 - Mayor Stanley P. Thurston, Mayor Pro Tempore Joshua Pedrozo, Council Member Michael Belluomini, Council Member Tony Dossetti, Council Member Noah Lor, and Council Member Mike Murphy

Absent: 1 - Council Member Kevin Blake

B. CLOSED SESSION

Mayor THURSTON called the Closed Session to order at 6:31 PM.

B.1.

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

Clerk's Note: Council adjourned from Closed Session at 6:59 PM.

C. CALL TO ORDER

Mayor THURSTON called the Regular Meeting to order at 7:01 PM.

C.1. Invocation - Al Schaap, Gateway Church

The invocation was presented by Al SCHAAP from Gateway Church.

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

Present: 6 - Mayor Stanley P. Thurston, Mayor Pro Tempore Joshua Pedrozo, Council Member Michael Belluomini, Council Member Tony Dossetti, Council Member Noah Lor, and Council Member Mike Murphy

Absent: 1 - Council Member Kevin Blake

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. REPORT OUT OF CLOSED SESSION

There was no report.

F. CEREMONIAL MATTERS

F.1. **SUBJECT:** Proclamation - Constitution Week

REPORT IN BRIEF

Received by a representative of the Daughters of the American Revolution.

Mayor THURSTON presented the proclamation for the Constitution Week to a representative of the Daughters of the American Revolution.

G. WRITTEN PETITIONS AND COMMUNICATIONS

The Clerk's Office received letters regarding the zoning code and an email from Five Ten Bistro requesting to remove their item (Item I.8.) from the agenda.

H. ORAL COMMUNICATIONS

Andrew GUZMAN, Merced - spoke on the Merced Municipal Employees Credit Union.

Angi BAXTER, Rosa SERNA, Melinda XIONG, Angela ALEGRIA, Jerome RASBERRY JR., Carla GONSALVES, Arcelia GARCIA, and Rosa BARRAGAN, representatives of the Parents Leadership Training Institute (PLTI) spoke on the PLTI program.

Monica VILLA, Merced - spoke on various topics.

I. CONSENT CALENDAR

Items I.1. Information Only Contracts and I.3. City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of July 18, 2016 and August 1, 2016, were pulled for separate consideration.

Approval of the Consent Agenda

A motion was made by Mayor Pro Tempore Pedrozo, seconded by Mayor Thurston, that this be approved the Consent Agenda.. The motion carried by

the following vote:

Aye: 6 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini,
Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 1 - Council Member Blake

I.2. 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.

This Consent Item was approved.

I.4. SUBJECT: 2017 Cafeteria Plan Renewal

REPORT IN BRIEF

Considers approving the renewal of the 2017 Cafeteria Plan regarding employees' and retirees' health and welfare benefits.

RECOMMENDATION

City Council - Adopt a motion approving the employees' health and welfare benefits cafeteria plan renewal for calendar year 2017 and authorizing the City Manager to execute the necessary documents.

This Consent Item was approved.

I.5. SUBJECT: Accept and Appropriate Donated Funds to the Merced Fire Department

REPORT IN BRIEF

Acceptance of a \$200 Donation and Approval of a Supplemental Budget Request to Accept the Donation.

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting a \$200 donation and increasing account 001-0901-360.02-01 (Contribution and Donations); and,

B. Appropriating \$200 to 001-0901-522.26-00 (Other Equipment O & M).

This Consent Item was approved.

I.6.

SUBJECT: Supplemental Appropriation to Fund Special Groundwater Testing for the Airport Hazardous Waste Site

REPORT IN BRIEF

Consider authorizing a supplemental appropriation to fund special groundwater well sampling analytical services at the Airport Hazardous Waste Site.

RECOMMENDATION

City Council - Adopt a motion approving a supplemental appropriation from the General Fund unreserved Fund Balance in the amount of \$3,750 transferring to Fund 561 Airport, and appropriating the same to Professional Services account 561-1303-562.17-00.

This Consent Item was approved.

I.7.

SUBJECT: Set a Public Hearing for the Housing and Urban Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER)

REPORT IN BRIEF

Set a public hearing for Monday, September 19, 2016, to consider the Housing and Urban Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER).

RECOMMENDATION

City Council - Adopt a motion setting a public hearing for Monday, September 19, 2016, to consider the Housing and Urban Development Consolidated Annual Performance and Evaluation Report (CAPER).

This Consent Item was approved.

I.9.

SUBJECT: Street Closure Request for 2016 Cap and Town Festival

REPORT IN BRIEF

Request the use of City Streets and Bob Hart Square.

RECOMMENDATION

City Council - Adopt a motion approving the sale and consumption of alcoholic beverages on a City street, subject to the conditions for alcohol sales listed in the administrative report; the use of Bob Hart Square; and the closure of West Main Street from "M" Street to Martin Luther King Jr. Way, "K" Street from the alley north of West 16th Street to the alley south of West 18th Street, and Canal Street from West Main Street to West 18th Street on Saturday, September 10, 2016, from 8:00 a.m. until Sunday, September 11, 2016 at 12:00 a.m. for the 2016 Cap and Town Festival.

This Consent Item was approved.

I.10.

SUBJECT: 2016 Local Agency Biennial Notice

REPORT IN BRIEF

Accept and file the 2016 Local Agency Biennial Notice to review the City's Conflict of Interest Code.

RECOMMENDATION

City Council - Adopt a motion accepting and filing the 2016 Local Biennial Notice; and, directing staff to return the amended Conflict of Interest Code within 90 days of this date for final adoption by City Council.

This Consent Item was approved.

I.11.

SUBJECT: Second Reading of Ordinance Dealing with No Parking Zones and Freight and Passenger Loading Zones

REPORT IN BRIEF

Second reading of previously introduced Ordinance.

RECOMMENDATION

City Council - Adopt **Ordinance 2466**, 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," and Adding Section 10.32.051, "Freight and Passenger Loading Zones - Locations - Seven A.M. to Four P.M." of the Merced Municipal Code.

This Consent Item was approved.

I.1.

SUBJECT: Information-Only Contracts

REPORT IN BRIEF

Notification of awarded Non-Public Works contracts under \$29,000 and of Public Works contracts under \$65,204.

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 FY 2016-2017 threshold of \$65,204.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2016-2017 threshold of \$29,000.00, the contracts listed on the attached table were entered into by the City.

Council Member BELLUOMINI pulled this item and asked for clarification on the parking garage lease and what Project Centinella is doing for the City.

Director of Economic Development Frank QUINTERO explained that UC Merced is leasing parking spaces at the Merced Center Parking Garage during the 18 month construction period.

Housing Supervisor Mark HAMILTON explained that Project Centinella provides fair housing resources for the community.

A motion was made by Mayor Pro Tempore Pedrozo, seconded by Council Member Dossetti, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 1 - Council Member Blake

I.3.

SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of July 18, 2016 and August 1, 2016.

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic

Development/Parking Authority - Adopt a motion approving the meeting minutes of July 18, 2016 and August 1, 2016.

Council Member BELLUOMINI pulled this item and requested a revision on the July 18th minutes.

A motion was made by Council Member Belluomini, seconded by Mayor Thurston, that this agenda item be approved per Council Member Belluomini's revision suggestions. The motion carried by the following vote:

Aye: 6 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 1 - Council Member Blake

I.8.

SUBJECT: City-Owned Real Property Request #16-11 (510 Bistro and Playhouse Merced for Octoberfest Beer Garden)

REPORT IN BRIEF

Consider allowing the use of Bob Hart Square on Saturday, September 24, 2016, from 4:00 p.m. to 11:00 p.m., for 510 Bistro and Playhouse Merced to host their first annual Octoberfest Beer Festival.

RECOMMENDATION

City Council - Adopt a motion approving the use of Bob Hart Square (including the sale of alcohol) on Saturday, September 24, 2015, from 4:00 p.m. to 11:00 p.m. for the Octoberfest Beer Festival; subject to the conditions outlined in the administrative staff report.

This item was withdrawn from consideration.

This Consent Item was withdrawn.

J. PUBLIC HEARINGS

J.1.

SUBJECT: Public Hearing - Merced Fire Department User Fees

REPORT IN BRIEF

Public Hearing to hear comments and adopt a resolution updating the Merced Fire Department's user fees.

RECOMMENDATION

City Council - Adopt **Resolution 2016-48**, A Resolution of the City Council of the City of Merced, California, Adopting Fees for Required Permitted Fire and Life Safety Inspections.

Financial Consultant Greta DAVIS gave a slide show presentation on the Fire Fee Study.

Mayor THURSTON asked who is currently performing fire inspections.

Fire Marshall Mike STEPHENSON explained that there is a temporary Fire Marshall and a Fire Inspector as well as the Fire Crews doing the inspections.

Council Member MURPHY asked about inspection fees on low risk occupancy.

Mr. STEPHENSON explained that low risk occupancy inspections are not charged a fee and that the Fire Crews are the ones to administer the inspection.

Council Member BELLUOMINI asked about the cost estimate difference between the older draft and the current draft, building inspection fees, and other inspection fees. He requested this item to come back with answers for the fee reduction.

Ms. DAVIS explained that the difference between the two drafts is the new construction plan review and inspection was not in the current draft.

Mr. STEPHENSON explained that the fire inspection fees were included in the building department fees that were created under one resolution. To change that, there would need to be a change to all building permit fees and the resolution. He also explained the fees for inspections in various levels of occupancy risk.

Mayor THURSTON opened the Public Hearing at 8:11 PM.

John CARLISLE, Merced - Spoke on the fire inspection fees for fireworks stands.

Council Members discussed the firework inspection fees.

Acting Fire Chief Billy ALCORN further explained the hours related to the fireworks stand fees.

Mayor THURSTON closed the Public Hearing at 8:24 PM.

Council Member BELLUOMINI suggested to postpone acting on the annual business safety, fire safety inspection occupancy fees B, E, F, H, and I until

there is an explanation on the dollar amount.

Interim City Attorney Jolie HOUSTON stated that the resolution adopts the entire fee schedule and dividing the resolution will result in adopting two resolutions with two fee schedules. She suggested to continue the entire item for another meeting date.

A motion was made by Mayor Pro Tempore Pedrozo, seconded by Council Member Murphy, that this agenda item be continued to the October 3rd Council Meeting. The motion carried by the following vote:

Aye: 6 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 1 - Council Member Blake

J.2.

SUBJECT: Public Hearing - Zoning Ordinance Amendment #16-01 - Adoption of a New Zoning Ordinance for the City of Merced

REPORT IN BRIEF

The City Council will be asked to consider adoption of a new Zoning Ordinance for the City of Merced.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting a Negative Declaration and Introducing **Ordinance 2465**, "An Ordinance of the City Council of the City of Merced, California, Amending Title 20 'Zoning' of the Merced Municipal Code;" and,

B. Approving a supplemental appropriation in Fund 017 in the amount of \$2,260 to pay for the State filing fees for the Negative Declaration and allowing the Finance Officer to make the necessary budget adjustments.

Planning Manager Kim ESPINOSA gave a slide show presentation on the Zoning Ordinance.

Mayor Pro Tempore PEDROZO asked if businesses close to schools would have to get a permit to sell tobacco.

Ms. ESPINOSA explained that this ordinance would only affect new businesses not existing businesses.

Council Member MURPHY asked if there is a change in ownership of a business if the tobacco sales restriction will affect the business and the

community gardens fee.

Ms. ESPINOSA explained that it will only affect new businesses not existing businesses even if there is a change in ownership. She also explained revising the fee schedule and that the community gardens could have a specific fee.

Council Member BELLUOMINI asked if a new grocery store close to a school would be prohibited from selling tobacco.

Ms. ESPINOSA explained that grocery stores exceeding 20,000 square feet would be able to sell tobacco.

Mayor Pro Tempore PEDROZO asked about the fee schedule.

Ms. ESPINOSA explained they plan on being flexible with the fee schedule and that the public has input on it as well.

Interim City Attorney Jolie HOUSTON explained how the fees can be changed when an ordinance is adopted and the resolution can allow the change in fees.

Mayor THURSTON opened the Public Hearing at 8:56 PM.

Stephanie RUSSELL, Merced - spoke on health statistics and access to healthy food.

Stephanie NATHAN, Merced - spoke on youth tobacco usage and tobacco advertising.

Nancy TAPIA, Merced - spoke on emphysema and the dangers of tobacco use.

Brittany OAKES, Merced - spoke on community gardens and the fees to start one.

Monica VILLA, Merced - spoke on community gardens.

Zach VAN HOUTON, Merced - spoke on community gardens.

Wayne EISENHART, Merced - spoke on community gardens.

Maryam CRAGMAN, Merced - spoke on tobacco and youth health.

Araceli FIGUEROA, Merced - spoke on college students going hungry and the importance of community gardens.

Katilyn MCINTIRE, Merced - spoke on community gardens.

Nicita DARYANANI, Fresno - spoke on community gardens.

Mayor THURSTON closed the Public Hearing at 9:34 PM.

Council Member BELLUOMINI asked about the site plan review for community gardens and the cost.

Ms. ESPINOSA explained what a site plan review is and the difference between residential and commercial community garden use and gave the cost of a site plan review.

Ms. HOUSTON explained the process of adopting the ordinance then discussing and voting on the fees.

Council Members continued discussion on community gardens, the fees, and the process to start a community garden.

A motion was made by Council Member Belluomini, seconded by Council Member Murphy, to adopt the negative declaration and introduce Ordinance 2465 and approve the supplemental appropriation of \$2,260 and a zero cost for community gardens. The motion carried by the following vote:

Aye: 6 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 1 - Council Member Blake

J.3.

SUBJECT: Public Hearing for the City's Automatic License Plate Reader Program and Consideration of an Agreement with Vigilant Solutions for the Purchase of License Plate Readers and Related Software for the Police Department

REPORT IN BRIEF

Hold a Public Hearing to receive public comment regarding the use of Automated License Plate Readers ("ALPR"). Enter into a service agreement for \$129,500 with Vigilant Solutions Incorporated to purchase License Plate Reader ("LPR") cameras and analytic software that will read license plates of vehicles that are in public roadways and provide analytical tools to conduct criminal investigations.

RECOMMENDATION

City Council - Adopt a motion waiving the competitive bidding process allowing the purchase of LPR cameras from Vigilant Solutions on a sole source basis and authorizing the City Manager to execute the necessary documents.

Captain Matt WILLIAMS gave a presentation on license plate readers.

Council Member MURPHY asked if the license plate reader was a red light camera and about subscription for tow truck services use.

Captain WILLIAMS explained that the license plate reader does not act like a red light camera. He also explained that there is a private and public sector of this program.

Council Member LOR asked how fast the information gets to the officers and if more officers would be needed when the Police Department starts using the new program.

Captain WILLIAMS explained that officers receive information in a matter of seconds and stated that the program will reduce staff work.

Council Member BELLUOMINI asked why there wasn't a competitive bid.

Captain WILLIAMS stated that this program had a wider range of abilities than the other two systems they reviewed.

Mayor THURSTON opened and subsequently closed the Public Hearing at 10:18 PM with no audience members wishing to speak.

A motion was made by Mayor Pro Tempore Pedrozo, seconded by Council Member Dossetti, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 1 - Council Member Blake

Mayor THURSTON called for a break at 10:20 PM.

Council returned from break at 10:25 PM.

Clerk's Note: Council Member LOR did not return to the meeting after the break.

K. BUSINESS

K.1. **SUBJECT: Bicycle Advisory Commission Appointment**

REPORT IN BRIEF

Consider accepting nominations and appointing one individual to the Bicycle Advisory Commission as a replacement.

RECOMMENDATION

City Council - Adopt a motion accepting nominations and appointing one applicant to serve on the Bicycle Advisory Commission with a term expiration date of July 1, 2019.

A motion was made by Council Member Dossetti, seconded by Council Member Belluomini, to appoint Ann THURSTON to the Bicycle Advisory Commission. The motion carried by the following vote:

Aye: 4 - Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Dossetti, and Council Member Murphy

No: 0

Absent: 2 - Council Member Blake, and Council Member Lor

Abstain: 1 - Mayor Thurston

K.2. **SUBJECT: Mayor Thurston's Request to Discuss a Competitive Bidding Communications Ordinance**

REPORT IN BRIEF

This item is in response to Mayor Thurston's request to discuss the competitive bidding communications ordinance.

RECOMMENDATION

It is requested Council give staff direction on this item.

Mayor THURSTON discussed a competitive bidding communications ordinance.

Council Members discussed communicating with competitive bidders, violations in doing so, and the steps to report said conversations.

Interim City Attorney Jolie HOUSTON requested time to research before

drafting the ordinance.

A motion was made by Mayor Thurston, seconded by Council Member Belluomini, to direct staff to draft an ordinance for communicating with competitive bidders. The motion carried by the following vote:

Aye: 5 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Dossetti, and Council Member Murphy

No: 0

Absent: 2 - Council Member Blake, and Council Member Lor

K.3.

SUBJECT: Council Member Belluomini's Request to Discuss Police Station Development Process and Schedule

REPORT IN BRIEF

This item is in response to Council Member Belluomini's request to discuss the Police Station Development Process and Schedule.

RECOMMENDATION

It is requested Council give staff direction on this item.

Council Member BELLUOMINI gave a slide show presentation on the steps and timeline to complete the new Police Station.

Council Member DOSSETTI stated his opposition for the tax ballot that was proposed and asked for staff input.

Council Members directed staff to move forward diligently and expeditiously on planning, financing and development of the new Police Station.

K.4.

SUBJECT: Council Member Belluomini's Request to Discuss Street Trees and Parks

REPORT IN BRIEF

This item is in response to Council Member Belluomini's request to discuss the street trees and parks.

RECOMMENDATION

It is requested Council give staff direction on this item.

This item was moved to the September 19th meeting.

K.5. Request to Add Item to Future Agenda

No future agenda items were added.

K.6. City Council Comments

Mayor Pro Tempore PEDROZO encouraged people to attend the Cap & Town Event.

Council Member MURPHY mentioned the 9/11 parade and flag ceremony event for the following weekend.

L. ADJOURNMENT

A motion was made by Mayor Pro Tempore Pedrozo, seconded by Council Member Murphy, that the meeting be adjourned. The motion carried by the following vote:

Aye: 5 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Dossetti, and Council Member Murphy

No: 0

Absent: 2 - Council Member Blake, and Council Member Lor



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item J.5.

Meeting Date: 10/3/2016

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

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

RECOMMENDATION

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



ADMINISTRATIVE REPORT

Agenda Item J.6.

Meeting Date: 10/3/2016

Report Prepared by: Lance Eber, Crime Analyst, Police

SUBJECT: 2016 Bulletproof Vest Partnership Grant

REPORT IN BRIEF

Accept grant award for reimbursement of bulletproof vest expenses.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving a supplemental appropriation in the amount of \$15,120 in grant funds to account 001-1002-522.29-00 for 50% of the costs associated with the purchase of bulletproof vests; and,
- B. Accepting and increasing the revenue budget in the amount of \$15,120 in account 001-1002-324.37-00 for the grant award amount; and,
- C. Authorizing the use of pooled cash to cover the appropriation until grant funds are reimbursed.

ALTERNATIVES

- 1. Approve, as recommended by Staff; or,
- 2. Deny; or,
- 3. Refer back to Staff for recommendation of specific items (specific items to be addressed in the motion).

AUTHORITY

Charter of the City of Merced, Section 200

CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget

DISCUSSION

In March 2016, the U.S. Department of Justice, Bureau of Justice Assistance (BJA) announced that the Fiscal Year 2016 Bulletproof Vest Partnership (BVP) Program application period was open. The BVP covers 50% of the costs of purchasing new bulletproof vests for the officers. The City of Merced Police Department (MPD) submitted an application.

The BJA notified the MPD that our application for grant funding was approved. There are no

agreements/contracts that need to be signed. Grant funds are added to the remaining balance available in our account at BJA from previous years' grant balances.

The MPD budget will absorb the upfront cost 100%. This is a reimbursement program, so funds will be expended up front and reimbursement requests are submitted by the MPD to BJA as expenses are incurred throughout the grant period.

The MPD has received funding from BJA for the BVP program for many consecutive years. City Council has approved accepting the grant funding each of those years.

IMPACT ON CITY RESOURCES

Each vest carries an upfront cost of \$864. The BVP Grant will reimburse the City \$432 for each vest purchased.

ATTACHMENTS

1. Copy of approval from the BVP system.

APPLICATION DETAILS

APPLICATION PROFILE

Participant	MERCED CITY
Fiscal Year	2016
Number of Agencies Applied	0
Total Number of Officers for Application	79
Number of Officers on Approved Sub-Applications	79

SUB-APPLICATION PROFILE

Fiscal Year		2016
Vest Replacement Cycle		3
Number of Officers		79
Emergency Replacement Needs	Stolen or Damaged	0
	Officer Turnover	0

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BA-3A00S-SM02	35	\$800.00	\$28,000.00	\$2,240.00	\$30,240.00
Grand Totals	35		\$28,000.00	\$2,240.00	\$30,240.00

AWARD SUMMARY FOR FY2016 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$30,240.00	\$15,120.00	08/18/16	Approved by BVP
Grand Totals:	\$30,240.00	\$15,120.00		

RETURN



ADMINISTRATIVE REPORT

Agenda Item J.7.

Meeting Date: 10/3/2016

Report Prepared by: Lance Eber, Crime Analyst, Police

SUBJECT: 2016 Edward Byrne Justice Assistance Grant (JAG)

REPORT IN BRIEF

Consider accepting a grant award in the amount of \$51,649 to fund part-time personnel, equipment, and travel/training.

RECOMMENDATION

City Council - Adopt a motion:

- A. Accepting the grant and increasing the revenue budget in account 050-1025-321.17-00 by \$51,649, and appropriating the same to Fund 050; and,
- B. Approving the use of pooled cash until reimbursement is received from the grant; and,
- C. Authorizing the Police Department and the City Manager to execute the necessary documents.

ALTERNATIVES

- 1. Approve, as recommended by Staff; or,
- 2. Deny; or,
- 3. Refer to Staff for reconsideration of specific items.

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget

DISCUSSION

The U.S. Department of Justice (DOJ) Edward Byrne Memorial Justice Assistance Grant (JAG) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, form multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individual and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

The JAG program solicits applications from eligible tribes, and units of local government for local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as research and evaluation activities that will improve or enhance the following areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

This grant award being made to the MPD would retroactively begin on October 1, 2015 and provides funding through September 30, 2019. The City of Merced was eligible to request funding up to the amount of \$51,649. This amount is established by the DOJ. There is no match requirement on this grant award.

The MPD will use JAG funds to hire part time personnel to assist in the areas of records and investigations. \$22,029 was submitted in the application and approved.

Due to the death of a police dog, the MPD will use JAG funds to purchase a new dog and the associated training for the dog and its handler. \$19,320 was submitted in the application and approved for travel/training and \$10,300 for the purchase of a new dog and the equipment for the new dog.

The grant requires that the application and subsequent award be made public and an opportunity provided to the citizens to comment before it is accepted by the applicant.

History and Past Actions:

In 2005, MPD set aside \$10,000 for graffiti abatement; \$10,000 for neighborhood watch; \$13,859 for additional hand held radios; and, \$14,000 for additional tasers.

In 2006, MPD set aside \$10,000 for graffiti abatement; \$10,000 for neighborhood watch; and \$13,354 for additional hand held radios.

In 2007, MPD set aside \$10,000 for graffiti abatement; \$10,000 for neighborhood watch; and, \$44,207 for equipment such as tasers, cameras, and SWAT equipment).

In 2008, MPD set aside \$10,000 for graffiti abatement; \$10,000 for neighborhood watch; and, \$876

for tasers.

In 2009, MPD set aside \$48,860 for part time employees; \$10,000 for neighborhood watch; and, \$10,000 for graffiti abatement.

In 2010, MPD set aside \$12,000 for SWAT equipment; \$40,000 for digital voice recorders; \$6,400 for high quality digital camera equipment; and, \$7,797 for Gang Resistance Education and Training (G.R.E.A.T.) program.

In 2011, MPD set aside \$59,163 to fund a part time Animal Control Officer.

In 2012, MPD set aside \$43,226 for part time personnel; and, \$5,200 for travel/registration costs associated with trainings.

In 2013, MPD set aside \$17,295 for part time personnel; and, \$28,000 for equipment/technology.

In 2014, MPD set aside \$30,086 for part time personnel; and, \$20,789 for equipment/technology.

In 2015, MPD set aside \$15,208 for part time personnel; and, \$30,840 for equipment/technology.

Each year, the grant award was presented to City Council for acceptance and subsequently accepted by the City Council.

ATTACHMENTS

1. Copy of the Grant Agreement



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Merced

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

APPROVED AS TO FORM:

Edward Byrne Mem. Grant

Kelly C. Fincher

KELLY C. FINCHER

Chief Deputy City Attorney



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2016-DJ-BX-0526

PAGE 1 OF 1

This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Tahitia M. Barringer
(202) 616-3294

2. PROJECT DIRECTOR (Name, address & telephone number)

Lance Eber
Crime Analyst
611 W. 22nd Street
Merced, CA 95340-3703
(209) 385-4701

3a. TITLE OF THE PROGRAM

2016 Edward Byrne Memorial Justice Assistance Grant Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Improving Department Efficiency

5. NAME & ADDRESS OF GRANTEE

City of Merced
678 West 18th Street
Merced, CA 95340-4708

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2019

9. AMOUNT OF AWARD

\$ 51,649

10. DATE OF AWARD

08/18/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT




13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will use the FY 2016 JAG funds to hire part-time personnel and purchase a canine. The project goals are to improve records management, and narcotics detection and criminal apprehension. NCA/NCF

 U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 12																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Merced 678 West 18th Street Merced, CA 95340-4708		4. AWARD NUMBER: 2016-DJ-BX-0526																		
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2019																		
		6. AWARD DATE 08/18/2016	7. ACTION Initial																	
2a. GRANTEE IRS/VENDOR NO. 946003711																				
2b. GRANTEE DUNS NO. 169211554		8. SUPPLEMENT NUMBER 00																		
3. PROJECT TITLE Improving Department Efficiency		9. PREVIOUS AWARD AMOUNT \$ 0																		
		10. AMOUNT OF THIS AWARD \$ 51,649																		
		11. TOTAL AWARD \$ 51,649																		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.																				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																				
15. METHOD OF PAYMENT GPRS																				
AGENCY APPROVAL		GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jim Marshall City Manager																		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE 																
AGENCY USE ONLY																				
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>51649</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		51649	21. RDJUGT0304		
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT													
X	B	DJ	80	00	00		51649													

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 12

PROJECT NUMBER 2016-DJ-BX-0526

AWARD DATE 08/18/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



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**AWARD CONTINUATION
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PROJECT NUMBER 2016-DJ-BX-0526

AWARD DATE 08/18/2016

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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**AWARD CONTINUATION
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PROJECT NUMBER 2016-DJ-BX-0526

AWARD DATE 08/18/2016

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



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Office of Justice Programs
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**AWARD CONTINUATION
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PROJECT NUMBER 2016-DJ-BX-0526

AWARD DATE 08/18/2016

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2016-DJ-BX-0526

AWARD DATE 08/18/2016

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.



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26. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
27. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
28. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
32. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
33. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.



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34. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
35. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

36. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
37. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
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38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
39. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
40. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
41. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
42. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
43. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
44. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
45. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



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46. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
47. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
48. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
49. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
50. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
 - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
51. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.



ADMINISTRATIVE REPORT

Agenda Item J.8.

Meeting Date: 10/3/2016

Report Prepared by: Leah Brown, Water Conservation Specialist, Public Works - Water

SUBJECT: 2015 Urban Water Management Plan

REPORT IN BRIEF

Recommend approving a professional services agreement with Carollo Engineers to prepare an update for the Department of Water Resources 2015 Urban Water Management Plan

RECOMMENDATION

It is recommended that the City Council adopt a motion approving:

- A. An agreement with Carollo Engineers in the amount of \$40,500 for professional engineering services to prepare the 2015 Urban Water Management Plan, as required under the Water Code Section 10610; and
- B. Authorize the City Manager to sign the necessary documents.

ALTERNATIVES

- 1. Approve the agreement, as recommended by staff; or
- 2. Deny; or
- 3. Refer to staff for reconsideration of specific items.

AUTHORITY

Charter of the City of Merced, Section 200, et seq. and Section 3.04.120 of the Merced Municipal Code.

CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget

DISCUSSION

The Urban Water Management Planning (UWMP) Act of the Water Code, Section 10610-10656 states that every urban water supplier that provides water to 3,000 or more customers should make every effort to ensure the appropriate level of water service reliability to meet the needs of its customers during normal, dry, and multiple dry years. The Act requires urban water suppliers to update and submit their adopted UWMP to the California Department of Water Resources (DWR) for years ending in zero and five.

Besides being a State requirement, the UWMP provides important long-term planning opportunities to optimize water supply for growth, development, and redevelopment. Without a completed UWMP, the City will be ineligible for future grant opportunities in water. A dependable water supply is imperative to the economic and social vitality of the City.

In addition to extending the viability of long-term water supplies, the UWMP will evaluate other sources, such as recycled water and surface water exchange from Merced Irrigation District.

Landscape irrigation creates the greatest demands on the water system and the greatest opportunity for conservation. Reducing water demand 10% through conservation would reduce the number of needed wells by two, which equates to four million dollars in capital costs alone. The UWMP will analyze planning, operations, maintenance, and public education opportunities for water conservation. This is just one example of the demand management measures to be considered for the UWMP.

The Department of Water Resources released new UWMP guidelines in March 2016 to aid in the creation of the 2015 Urban Water Management Plan. Beginning in 2016, retail water suppliers, like the City of Merced, are required to comply with the water conservation requirements of SB x7-7 in order to be eligible for State water grants or loans. SB x7-7 states that water be reduced 20% by the year 2020; by 2015, half of that goal should be reached. The city will address progress made to date in compliance with SB x7-7.

Preparation of the plan is extensive, requiring data and input from many City departments, but using the 2010 UWMP as a springboard should ease in its creation. Future development impacts on City water supply and reliability should begin now to evaluate water efficiency, climate change, development planning, water quality, and alternative water sources.

On June 14, 2016, the City issued a request for proposals (Attachment 1) to create and develop the 2015 UWMP, we received proposals from the following companies:

Black Water
Stantec
AKEL
Carollo Engineers
Provost & Pritchard
Erler & Kalinowski, Inc.

The selection committee's review of the written proposals resulted in the unanimous recommendation of Carollo as having the superior proposal. Staff reviewed the detailed scope of work and costs presented in Carollo's proposal and negotiated an Agreement for Professional Services (Attachment 3).

IMPACT ON CITY RESOURCES

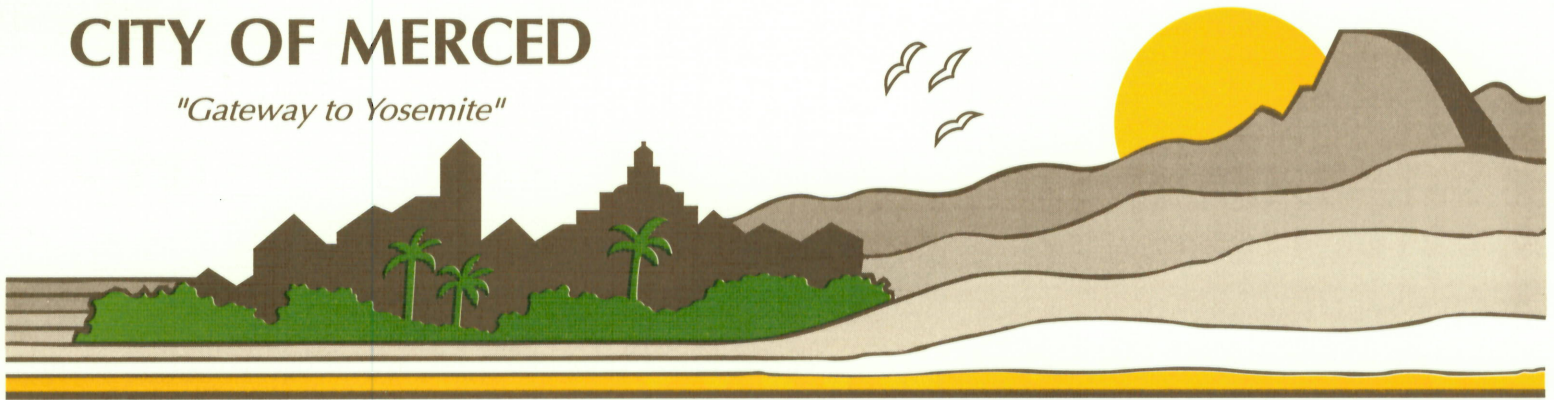
Sufficient funds are available in the Water System-Enterprise Fund Professional Services, 557-1106-532.17-00, to cover this agreement.

ATTACHMENTS

1. Request for Proposal for UWMP
2. Scoring sheet for proposals received
3. Agreement Signed by Carollo

CITY OF MERCED

"Gateway to Yosemite"



Public Works Department

Telephone 209/385-6800

Fax 209/725-3277

June 14, 2016

Subject: Request for Proposal for Engineering Services to Prepare an Updated 2015 Urban Water Management Plan

The City of Merced Public Works Department is seeking a consultant to provide engineering services to prepare an updated 2015 Urban Water Management Plan in accordance with California Water Code Sections 10610-10656. The proposer shall provide the services in close cooperation with the City.

Attached please find a Request for Proposal describing the scope of work and general requirements.

If you wish to be considered for engineering services for the project, please submit five (5) copies of your entire proposal to:

Ken Elwin, P.E.
Director of Public Works
City of Merced
1776 Grogan Avenue
Merced, CA 95341

by 4:30 p.m. on Friday, July 22, 2016. Postmarks are not acceptable. Proposals received after that time will not be considered. Proposals must be complete or may be rejected as non-responsive.

We look forward to receiving your proposal. If you have any questions, please contact me at (209) 385-6803.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ken Elwin', is written over a light blue horizontal line.

Ken Elwin, P.E.
Public Works Director/Interim City Engineer

Attachments: Request for Proposal

REQUEST FOR PROPOSAL

ENGINEERING SERVICES – URBAN WATER MANAGEMENT PLAN

INSTRUCTIONS TO PROPOSERS

The City of Merced Public Works Department is seeking a consultant to provide engineering services to prepare an updated 2015 Urban Water Management Plan in accordance with California Water Code Sections 10610-10656. The proposer (hereinafter Consultant) shall provide the services in close cooperation with the City.

The City of Merced will accept proposals for engineering services to prepare an updated 2015 Urban Water Management Plan. Proposals will be accepted by:

Ken Elwin, P.E.
Director of Public Works
City of Merced
1776 Grogan Avenue
Merced, CA 95341

until 4:30 p.m. on Friday, July 22, 2016.

Faxed proposals will not be accepted.

QUESTIONS/CLARIFICATIONS: Inquiries involving procedural or technical matters should be directed in writing, no later than 72 hours prior to proposal submission to:

Ken Elwin, Director of Public Works, (209)385-6803, elwink@cityofmerced.org

The City of Merced reserves the right to waive any irregularities in the proposals, or to reject any or all proposals, if it be in the public interest to do so. The City also reserves the right to retain all proposals submitted regardless of vendor selection.

Any proposal may be withdrawn at any time prior to the scheduled closing Pacific Standard Time for receipt of proposals. Any proposal received after the Pacific Standard Time and date specified will not be considered.

All entries shall be typewritten or clearly completed in ink. Proposal prices shall encompass everything necessary for furnishing the item(s) specified, and in accordance with those specifications shall include proper packing costs and the cost of delivery.

By submitting his/her proposal, the Prospective Proposer agrees to execute the contract and to provide the specified services within the agreed upon time.

All proposals must be complete, factual, and signed by an authorized officer of the Prospective Proposer's organization.

Any material alterations to the proposal must be explained or noted over the signature of the Prospective Proposer.

PRICING: Prospective Proposers shall indicate all costs associated with all items necessary for completion of the project. One (1) copy of the pricing proposal is to be submitted in a separate, sealed envelope.

CONTRACT TERMS: Any contract awarded on the basis of this RFP will be subject to the contract terms included in this RFP and as negotiated between the City and selected Consultant.

FORM OF CONTRACT: Requirements as indicated in **Attachment A**. The successful proposer will be expected to execute as part of the negotiated contract. Any exceptions to the form of the contract must be clearly stated in the proposal and may be grounds for being declared non-responsive.

INSURANCE & INDEMNITY: Requirements as indicated in **Attachment A**. Insurance certificates are required to be submitted by the chosen Consultant prior to contract award, failure to provide these in a timely manner may result in a different proposal selection.

In addition, we require a statement indicating that you will be able to provide an insurance certificate naming the City of Merced as an additional insured per **Attachment A**; **and revising the cancellation clause.** The standard form used by insurance carriers **will not** be accepted unless the word “endeavor” is crossed out where the paragraph states, “The issuing company will (endeavor to) mail ...”; and a portion of the last paragraph shall be crossed out, which states, “but failure to mail such notice shall impose no obligation or liability of any kind upon the company.”

CONFLICTS OF INTEREST: The Consultant must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. seq. of the Government Code. The Political Reform Act requires City officers and committee members 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.

If the proposer holds no City office, committee appointment or other relationship, the proposal should simply state that in response to this item.

SCOPE OF WORK

The Consultant shall provide the services in close cooperation with the City. The City is required to prepare an updated 2015 Urban Water Management Plan in accordance with California Water Code Sections 10610-10656.

TASK 1 – Obtain Information and Coordination with City

The initial task is to meet with City Staff and review and obtain necessary information to prepare the required Urban Water Management Plan. The attached outline provides information about the resources to be addressed for development of the plan.

TASK 2 – Prepare Urban Water Management Plan

Based on initial review and discussions with Department of Water Resources (DWR) staff and City staff, the consultant will prepare the Urban Water Management Plan in formats suitable for Public Hearing and submittal to DWR.

We expect the Consultant proposal to be as responsive as possible to meet the Urban Water Management Plan Act requirements and DWR guidelines for 2015 and an estimate of the costs necessary to prepare a plan acceptable to the City and DWR.

CITY’S RESPONSIBILITIES

- I. The City shall provide the Consultant with the existing 2010 Urban Water Management Plan along with relevant and available DWR review comments, and City plans, studies, and information concerning the project. The 2010 Urban Water Management Plan and attachments may be viewed at http://www.water.ca.gov/urbanwatermanagement/2010uwmps/Merced.%20City%20of%2010UWMP_Final.pdf.
- II. The City shall designate a representative authorized to act in its behalf with respect to the Contract(s).
- III. The City shall furnish required information as expeditiously as necessary for the orderly progress of the work.

METHOD OF COMPENSATION

The Consultant is to propose a fee schedule and budget for the work in a separate sealed envelope.

The fee proposal must specify hours, hourly rates, costs by task, details of any other charges, and a not-to-exceed for each task and for the total. Progress payments, upon invoice, will be made monthly based on actual hours worked applied to the agree-upon hourly rates of compensation. The consultant must also identify any reimbursable expenses and give a “not-to-exceed” total for reimbursables. Any necessary services outside the Scope of Work must also be identified and quantified.

Consultant selection will be based on demonstrated qualifications, understanding of the project, approach, and the proposal. Fees will then be negotiated with the most qualified consultant. If the City and selected Consultant are unable to arrive at an agreement, negotiations will be undertaken with the next most qualified consultant.

TIME OF COMPLETION

We anticipate award of the consulting contract following fee negotiations. The work described herein shall meet a proposed schedule of deliverables that requires submittal of the plan to the Department of Water Resources (DWR) within four months of the contract being awarded. Please provide a schedule in your proposal showing the intended timeline, including public hearings.

FORM AND CONTENTS OF FULL PROPOSAL

Each Consultant proposal shall include the following in the following order:

- a. Brief description of the history and location of the firm;
- b. Previous experience in the area of the Scope of Work;
- c. Name and qualifications of Key Personnel assigned for the duration of the project, including resumes, and the amount of proposed time committed;
- d. References with contact names and telephone numbers for recent similar projects for each of the key Personnel to be assigned to the project;
- e. Extent of subcontracting of work, if any, and identity and qualifications of subcontractors;
- f. Proposed Scope of Work, including
 - 1) Approach to the project,
 - 2) Particular issues to be evaluated in the performance of the project,
 - 3) Detailed Scope of Work,
 - 4) Required items and any proposed additions by the Consultant,
 - 5) Fee proposal and budget, conforming to the specifications above (**in a separate sealed envelope – one copy**),

In addition, we require:

- a. A timeline (calendar days) indicating the important milestones of the project beginning with City Council approval of the contract. Please include time required for contract execution and acquisition of insurance certificates.
- b. Comments, if any, concerning the terms and conditions in form of contract included in Attachment A. If no comments are made in the proposal it will be assumed that Consultant will sign the attached contract.
- c. Submit a certificate of insurance and endorsements evidencing the required Worker's Compensation, Commercial General Liability, Comprehensive Auto Liability, and Professional Liability Insurance, with the required limits of liability and Additional Insureds. Revise the certificates' cancellation clause to delete "endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" and,
- d. Statement of understanding and compliance with the conflict of interest provision stated above.

All proposals shall be submitted in writing. Any exceptions to the requirements stated herein shall be clearly stated in the proposal and may be grounds for being declared non-responsive. The Consultant shall sign the proposal. Please send **five (5) copies of the proposal** and one (1) copy of the pricing information (in a separate, sealed envelope) to:

Ken Elwin
Director of Public Works
City of Merced
Public Works Department
1776 Grogan Avenue
Merced, CA 95341

Incomplete proposals may be rejected as non-responsive. The City reserves the right to waive any irregularities in the proposals.

Proposals are more likely to be viewed favorably if they are brief, concise, and specific.

EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. The proposals shall be evaluated by individuals within the City of Merced, who shall prepare their evaluation based on the criteria contained herein. The proposals will not be available for public review. Proposals submitted will be reviewed for completeness and qualifications by City representatives. The evaluation of the written proposals will be based on thoroughness of the proposed scope of work and the technical expertise and experience of the proposer's team. The timeliness of the proposed schedule of deliverables will be one of the criteria used for evaluation of your proposal. The selection process may include an interview before the Selection Committee.

Upon completion of the technical evaluation, the City of Merced will open and evaluate the Price Proposals. A City representative will negotiate with the most qualified Proposer to determine the final award. The fee/pricing proposal and budget will be used to negotiate the final agreement that will be presented to the City Council for approval at a regularly scheduled public meeting. A contract will be awarded to the Prospective Proposer whose proposal is determined to be most advantageous to the City of Merced when considering evaluation criteria and cost. The City reserves the right to reject any and all proposals and will award a contract determined to be in the best interests of the City. The proposal with the lowest proposal price may not necessarily be the most advantageous proposal.

All proposals shall remain firm for one hundred and twenty-(120) calendar days after the proposal opening.

The City is not responsible to any proposer for the costs incurred in the preparation of the response to this RFP regardless of which Proposer is selected.

Attachments:

- A. Standard Form, Professional Services Contract

**AGREEMENT FOR PROFESSIONAL SERVICES
(Design Professional)**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and _____, a _____, whose address of record is _____, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to _____;
and,

WHEREAS, Consultant represents that it possesses the professional skills to provide _____ 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 _____ 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 _____ 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 \$_____.

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. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall indemnify, protect, defend, (with legal counsel reasonably acceptable to 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, or expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, the negligence, recklessness, willful misconduct of Consultant or its employees, subcontractors, or agents in the performance of this Agreement. 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. 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:
CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

2015 Urban Water Management Plan
Proposal Evaluations - Total Scores
 August 2, 2016

Consultant	KE	JB	JA	LB	Totals	Ranking
Black Water	64	78	56	40	238	6
Stantec	84	93	90	93	360	4
AKEL	85	94	90	81	350	5
Carollo	98	96	95	97	386	1
Provost & Pritchard	91	95	95	89	370	3
EKI	97	95	95	95	382	2

400 points max.

AGREEMENT FOR PROFESSIONAL SERVICES (Design Professional)

THIS AGREEMENT is made and entered into this 15th day of September, 2016, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Carollo Engineers, Inc., a Delaware Corporation, whose address of record is 710 West Pinedale Avenue, Fresno, California 93711 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to update the 2015 Urban Water Management Plan; and

WHEREAS, Consultant represents that it possesses the professional skills to provide the engineering 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 engineering 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 Forty Thousand, Five Hundred Dollars (\$40,500).

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. To the fullest extent permitted by law, the Consultant shall (a) immediately defend and (b) indemnify the City, and its councilmembers, officers, employees, volunteers, and agents from and against all liabilities, regardless of nature or type that arises out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorney's fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorney's fees and defense costs in proportion to the established comparative liability of the indemnified party.

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

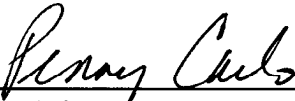
APPROVED AS TO FORM:

BY:  9-28-2016
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
CAROLLO ENGINEERS, INC.,
A Delaware Corporation

BY: 
(Signature)

Penny Carlo
(Typed Name)

Its: Associate Vice President
(Title)

Taxpayer I.D. No. 86-0899222

ADDRESS: 710 W. Pinedale Ave.
Fresno, CA 93711

TELEPHONE: (559) 436-6616

FAX: (559) 436-1191

E-MAIL: pcarlo@carollo.com

EXHIBIT "A"

CITY OF MERCED UPDATED 2015 URBAN WATER MANAGEMENT PLAN

SCOPE OF WORK

This project will update the City's 2010 UWMP as set forth under the Urban Water Management Planning Act and amendments to date (since 2010). The 2015 UWMP requires public input and City Council adoption by July 1, 2016, per DWR's current schedule.

Task 1A – Project Management and Meetings

Task 1A will involve typical project management duties, including, but not limited to, client communication and billing. Carollo will, at a minimum, attend the following meetings:

- Kickoff meeting
- Administrative draft report comment review meeting
- Public hearing presentation review meeting
- Two other meetings to be determined

Carollo will prepare agendas for all meetings with City staff, as well as minutes summarizing the meetings.

Task 1B – Obtain Information and Coordination with City

Task 1B will involve preparation of a data request matrix that identifies all necessary information needed from the City to prepare the UWMP and the format in which the data is required. Carollo will identify all agencies to be informed that the City is updating its 2010 UWMP and will prepare notification letters. The City will distribute all notification letters to the appropriate public agencies. Carollo will also identify all stakeholders to be informed that the City is circulating an update to its 2010 UWMP for public comment and will prepare notification letters. The City will distribute all notification letters to the appropriate stakeholders.

Deliverables:

- Data request technical memorandum
- Notification letters for the City to distribute to agencies and stakeholders

Task 2 – Prepare Urban Water Management Plan

Task 2 will involve preparation of the UWMP report in accordance with the draft guidance document (and final when issued) from the Department of Water Resources (DWR). The DWR guidance document identifies a total of ten sections that constitute the UWMP. The optional discussions on climate change and water energy will be included or excluded from this update based on the City's preference. Carollo will prepare a preliminary draft report for City review in electronic (PDF) format. The preliminary draft report will include all sections of the UWMP, 2015 UWMP standardized tables, and SBX7-7 verification form. If applicable, Carollo will identify and

incorporate into the UWMP any proposed development projects that would trigger a Water Supply Assessment per SB 221 and SB 610, based on identification of possible development projects during the five-year window of this UWMP.

Carollo will prepare a final draft version of the UWMP, responding to all City comments on the administrative draft UWMP. Carollo will provide the draft final version in electronic (PDF) format for City back-check to verify all comments were addressed to the satisfaction of the City. Once accepted by the City, Carollo will provide paper copies of the required number of reports for City use for the public review period, in accordance with legal guidelines. Carollo will also provide three additional sets of paper copies for City use.

Carollo will prepare a final version of the UWMP, reflective of any comments received at the Public Hearing that warrant changes. Carollo will provide the final draft version in electronic (PDF) format for City back-check to verify all comments were addressed to the satisfaction of the City. Once accepted by the City, Carollo will provide paper copies of the required number of reports for submission, in accordance with legal guidelines. Carollo will also provide three additional sets of paper copies for City use.

Carollo will also complete the electronic submission to DWR on behalf of the City.

Deliverables:

- Administrative Draft UWMP report in PDF format
- Final Draft UWMP report in PDF format and hard copies (for City use and public review)
- Final UWMP report in PDF format and hard copies (for City use and submission to DWR and the California State Library)

Task 3 – Public Hearing Assistance

Carollo will prepare a presentation to City Council at the public hearing required for adoption of the report. Carollo will review the presentation and slides with City staff at least one week prior to the Public Hearing. At the City's request, a Carollo team member will be available to attend the public hearing and present a portion or all of the presentation to City Council.

Deliverables:

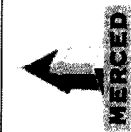
- Presentation to City Council

EXHIBIT "B"**CITY OF MERCED UPDATED 2015 URBAN WATER MANAGEMENT PLAN
SCHEDULE**

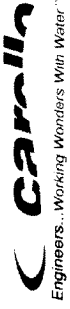
The Urban Water Management Plan (UWMP) will be completed within four (4) months following Notice-to-Proceed. The schedule below lists estimated dates for task milestones, assuming the Notice-to-Proceed is issued on October 3, 2016. The dates may be adjusted or extended during the course of the project, upon approval by the City.

Task	Estimated Milestone Dates
Notice to Proceed	October 3, 2016
Task 1A – Project Management Meetings	
Kickoff Meeting	October 10, 2016
Meeting No. 2	November 15, 2016
Meeting No. 3	December 20, 2016
Task 1B – Obtain Information and Coordination with City	October 20, 2016
Task 2 – Prepare Urban Water Management Plan	
Draft UWMP	December 5, 2016
Public Review Draft UWMP	December 30, 2016
Task 3 – Public Hearing Assistance	
Public Review Period	January 3, 2016
Public Hearing	January 17, 2016
Submit to DWR/California Library	January 30, 2016

EXHIBIT C



City of Merced Updated 2015 Urban Water Management Plan Fee Schedule



Task Description	Hours by Classification						Labor	Subs and Other Direct Expenses ⁽¹⁾	Estimated Fee
	Senior Professional	Lead Project Professional	Professional	Professional	Technician	Word Processing	Total Hours		
2016 Rates	PLC \$259	TJL \$259	NF \$240	RFO \$202	KC \$124	AW \$109			
Task 1A - Project Management and Meetings	2	12		12	0	4	30	\$ 6,500	\$ 7,100
Task 1B - Data Collection and Review	0	3		6	2	0	11	\$ 2,200	\$ 2,300
Task 2 - Prepare Draft/Final Urban Water Management Plan Report	2	17	10	78	9	12	128	\$ 25,600	\$ 28,100
Task 2.1 System Description/Population Updates		1		6			7	\$ 1,500	\$ 1,600
Task 2.2 Demand Analysis/SB X7-7 Baselines and Water Use Targets		1		8			9	\$ 1,900	\$ 2,000
Task 2.3 Water System Supply and Reliability Assessment		2		8			10	\$ 2,100	\$ 2,200
Task 2.4 Water Shortage Contingency Plan		2		8			10	\$ 2,100	\$ 2,200
Task 2.5 Summarize DMMs		1		8			9	\$ 1,900	\$ 2,000
Task 2.6 Prepare Admin Draft/Revised Draft UWMP	1	4	6	24	6	6	47	\$ 9,000	\$ 10,000
Task 2.7 Respond to DWR Questions		1		6			7	\$ 1,500	\$ 1,600
Task 2.8 Prepare Final UWMP	1	3	4	6	2	6	22	\$ 4,100	\$ 4,900
Task 2.9 Electronic Submission of Final UWMP Document/Data		2		4	1		7	\$ 1,500	\$ 1,600
Task 3 - Public Hearing Assistance	1	6		4		2	13	\$ 2,800	\$ 3,000
Total Hours and Fee	5	38	10	100	11	18	182	\$ 37,100	\$ 40,500

Notes:

(1) Other direct expenses include mileage travelling to/from meetings at IRS Federal Rate, reproduction at cost plus 5%, and Project Equipment and Communication Expense billed at \$11.70 per hour.



ADMINISTRATIVE REPORT

Agenda Item J.9.

Meeting Date: 10/3/2016

Report Prepared by: *Bill King, Principal Planner, Development Services Department*

SUBJECT: First Amendment to Professional Services Agreement with Interwest Consulting Group for Building and Planning Services

REPORT IN BRIEF

City Council will consider approving the First Amendment to Professional Services Agreement with Interwest Consulting Group for building and planning services.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving the First Amendment for Professional Services with Interwest Consulting Group, Inc., to provide as needed building and planning services for an additional amount of \$85,000.00; and,
- B. Authorizing the Finance Officer to make the necessary budget adjustments; and,
- C. Authorizing the City Manager to execute the above agreement.

ALTERNATIVES

- 1. Approve, as recommended by staff; or,
- 2. Approve, as modified by City Council; or,
- 3. Deny; or,
- 4. Refer to staff for reconsideration of specific items (to be addressed in Council motion); or,
- 5. Continue the item to a future City Council meeting (date and time to be specified in motion).

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

Not Applicable

DISCUSSION

In May 2016, the City Development Services entered into a \$27,000.00 professional services agreement with Interwest Consulting Group Inc. for building and planning services. The City's Assistant Building Official, has taken a temporary position with the City Fire Department. Staff for middle management and oversight within the Inspection Services division are still needed. The

services will be necessary for a minimum of one-year.

IMPACT ON CITY RESOURCES

This contract will be funded with no new appropriation of funds in the FY 2016-17 Budget, but will utilize the funding approved in the FY 2016-17 budget in the professional services line.

ATTACHMENTS

1. Original Professional Services Agreement with Interwest Consulting Group, Inc.
2. First Amendment to Professional Services Agreement with Interwest Consulting Group, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 6th day of MAY, 2016, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Interwest Consulting Group, Inc., a Colorado Corporation, whose address of record is 9300 West Stockton Blvd., Suite 105, Elk Grove, California 95758 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to provide building and planning services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide building and planning 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 building and planning 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 Development Services 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-Seven Thousand Dollars (\$27,000.00).

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.

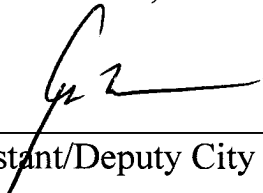
21. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of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

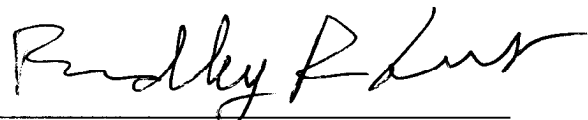
BY: 
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

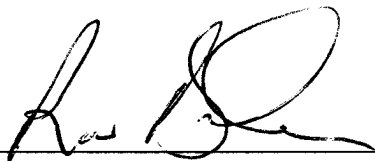
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City Attorney Date



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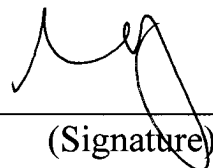
BY: 
Verified by Finance Officer
Funds Available. Wt 5/4/16
017-0805-512-17-00
\$27,000.00

CONSULTANT
INTERWEST CONSULTING GROUP,
INC., A Colorado Corporation

BY: 
(Signature)

RON BEEHLER
(Typed Name)

Its: DIRECTOR OF BUILDING SAFETY SERVICES
(Title)

BY: 
(Signature)

MIKE HASHIWAGI
(Typed Name)

Its: CHIEF OPERATING OFFICER
(Title)

Taxpayer I.D. No. 73-1630909

ADDRESS: 9300 W. Stockton Blvd.
Suite 105
Elk Grove, CA 95758

TELEPHONE: (916) 683-3340

FAX: _____

E-MAIL: RBEEHLER@INTERWESTGRP.COM

EXHIBIT A

Scope of Services

Services to be provided will be on an as needed basis which will be dependent upon the City of Merced Inspection Services Department or Planning Department needs.

1. Perform Front Counter duties covering a full range of Building a functions, from small residential additions, to complex commercial and industrial facilities and structures. Dependent upon the Cities needs will including daily functions such as:

Building:

- Issuing Building Permits
- Collecting Fees
- Intake plans
- Answer questions
- Check zoning
- Route calls
- Take messages
- Issue Business licenses

Planning:

- Greet and respond to customer inquiries
 - Answer phone, respond to inquiries or route to applicable staff
 - Review Business License applications
 - Provide information regarding Planning processes
 - Provide Planning, Zoning, and Land Use Information
 - Process Planning and Land Use Applications
2. Perform Building Inspections duties covering a full range of inspection in all disciplines ranging from small residential additions, to complex commercial and industrial facilities and structures. Depending on the Cities needs the inspections can be comprehensive or be limited to specific buildings or code disciplines.
 - Structural, Mechanical, Plumbing and Electric
 - Energy Conservation
 - Disabled Access
 - Fire Code and Fire Sprinklers
 - Grading, drainage, and Public Works improvements.

EXHIBIT B

Schedule

When Development Services sees the need to hire outside help to assist with the current work load, a call will be made to the contract agency. All work performed will be on an as needed basis.



The current rates displayed in the fee schedule below reflect Interwest's current fees. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. In addition, there is no charge for travel, shipping, supply, or material costs.

CLASSIFICATION

HOURLY BILLING RATE

Engineering

Principal in Charge	\$160
City Engineer	145
Traffic Engineer	130
Supervising Engineer	125
Senior Engineer	120
Engineering Associate III	105
Engineering Associate II	100
Engineering Associate I	85
Engineering Technician III	75
Engineering Technician II	70
Engineering Technician I	65
Student Trainee	30

Plan Review Services

Certified Building Official	\$130
Senior Plan Review Architect	125
Senior Structural Engineer	120
Senior Plans Examiner	80
Fire Plans Examiner	90
CASp	85
Permit Technician	55
Inspector III	80
Inspector II	65
Inspector I	50
Code Enforcement Officer	80

Construction Management

Construction Manager	\$125
Assistant Construction Manager	110
Supervising Public Works Observer	105
Senior Public Works Observer	95
Public Works Observer III	85
Public Works Observer II	80
Public Works Observer I	75

Transportation

Supervising Transportation Planner	\$120
Senior Transportation Planner	110
Associate Transportation Planner III	95
Associate Transportation Planner II	85
Associate Transportation Planner I	80

Real Estate

Real Estate Property Manager.....	\$120
Senior Real Property Agent.....	115
Real Property Agent III	105
Real Property Agent II	100
Real Property Agent I	90

GIS

GIS Manager	\$120
Senior GIS Analyst	115
GIS Analyst III.....	100
GIS Analyst II.....	90
GIS Analyst I.....	80

Administrative

Management Analyst II	\$90
Management Analyst I	80
Senior Administrative.....	65
Administrative III	58
Administrative II	54
Administrative I	48

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 Interwest Consulting Group, Inc., a Colorado Corporation, whose address of record is 9300 West Stockton Blvd., Suite 105, Elk Grove, California 95758, (“Consultant”).

WHEREAS, City is undertaking a project to provide building and planning services; and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated May 6, 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 22, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“SECTION 22. ADDITIONAL COMPENSATION.
City shall pay to Consultant the not to exceed additional sum of Eighty-Five Thousand Dollars (\$85,000.00) for the continued work described in Exhibit A to the Agreement and in accordance with the rates set forth in Exhibit C to the Agreement.”

2. Except as herein amended, the Agreement dated May 6, 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:  9-7-2016
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
INTERWEST CONSULTING GROUP,
INC., A Colorado Corporation

BY: 
(Signature)

Ron BEEHLER
(Typed Name)

Its: DIRECTOR
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: 9300 W. Stockton Blvd.
Suite 105
Elk Grove, CA 95758

TELEPHONE: (916) 683-3340

FAX: _____

E-MAIL: _____



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item J.10.

Meeting Date: 10/3/2016

Report Prepared by: *Frank Quintero, Director of Economic Development*

SUBJECT: First Amendment to Agreement for Professional Services with Mott MacDonald, LLC.

REPORT IN BRIEF

Proposed First Amendment to Agreement for Professional Services with Mott MacDonald because of ownership and name change.

RECOMMENDATION

City Council - Adopt a Motion to approve the First Amendment to Agreement for Professional Services to Reflect the Change of Ownership and Name to Mott MacDonald, LLC, A Delaware Limited Liability Company; and authorize 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 the City Manager for reconsideration of specific terms (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

Section 200 of the Charter of the City of Merced

CITY COUNCIL PRIORITIES

Tab 7 of the FY 16-17 Approved Budget, Economic Development, Objective #5 Continue working on High Speed Rail and other projects that may serve as economic engines in Downtown Merced, and, as provided for in the 2016-17 Adopted Budget

DISCUSSION

In Fiscal Year 2015-2016, the City of Merced entered into an Agreement with Hatch Mott MacDonald, LLC. Hatch Mott MacDonald was selected as the lead consultant to prepare and oversee the reports to be prepared affiliated with High Speed Rail Authority's Downtown Station Planning Grant. The City of Merced was notified by Mott MacDonald's Vice-President, Craig Velasquez, that the firm changed its ownership and name from Hatch Mott MacDonald, LLC., to Mott MacDonald, LLC (Attachment 1).

Mott MacDonald will continue to serve as the lead consultant for the High Speed Rail Downtown Station Planning Grant. The team of sub-consultants Mott MacDonald coordinates will remain the same. Mott MacDonald's team leaders, Richard Davies and Eric Banghart will remain on the project serving as point persons. To reflect the company's change of ownership and name, an Amendment (Attachment 2) is required to the original Agreement.

Assignment of any or all rights, duties, or obligations of the Consultant under the original Agreement entered into on October 19, 2015 will only be permitted with approval of the First Amendment and the written consent of the City of Merced. Upon approval, the City of Merced will notify the High Speed Rail Authority of the Amendment.

Since the principal team leaders and sub-consultants will remain the same, staff is not recommending issuing a Request For Proposal (RFP) to select a new lead consultant firm, but rather amend the existing Agreement to reflect the name and ownership change.

IMPACT ON CITY RESOURCES

Amending the Agreement to reflect the change of ownership and company name does not require a budget adjustment or change of staff resources.

ATTACHMENTS

1. Change of Ownership and Name Notification
2. First Amendment to Agreement for Professional Services



ATTACHMENT 1

ATTN: Frank Quintero
City of Merced
678 West 18th Street
Merced, CA 95340

Subject: Our New Beginning and Name Change

July 19, 2016

111 Wood Avenue South
Iselin NJ 08830-4112
United States of America

T +1 (800) 832 3272
F +1 (973) 376 1072
mottmac.com/americas

Dear Valued Client:

I am writing to let you know about an important change at our company.

For twenty years, we have done business in North America as a joint venture company called Hatch Mott MacDonald. As of April 26, 2016, we began branding ourselves as simply Mott MacDonald. You will see our name change and a new logo appear on our communications and our billing with you. Please update your files with our new name.

This change gives us a much stronger platform to expand our services into more sectors and markets across the whole of North America and globally, enabling us to bring even more value for our clients.

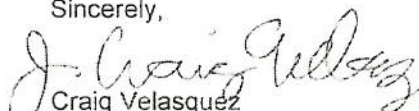
As far as Mott MacDonald, LLC is concerned, very little will change – we're the same team with the same unwavering commitment to providing you the same high quality service.

I am attaching a copy of our W-9 to ensure your records are correct.

Please note that this W-9 reflects a different number than what is currently in your accounts payable records. The entity you have contracted with has not changed. However, the entity is a "disregarded entity" for tax purposes and the new W-9 simply reflects a change in taxpayer identification number for tax reporting. Make sure that you change the tax identification number in your accounts payable records.

Thank you very much. I look forward to your continued support as we move forward as Mott MacDonald.

Sincerely,


Craig Velasquez
Vice President

ATTACHMENT 2

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (Design Professional)

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 Mott MacDonald, LLC, a Delaware Limited Liability Company, (“Consultant”).

WHEREAS, City is undertaking a project to prepare a High Speed Rail Station Area Plan; and

WHEREAS, Consultant, under the name of Hatch Mott MacDonald, LLC, and the City previously entered into an Agreement for Professional Services (“Agreement”) dated October 19, 2015; and

WHEREAS, City and Consultant desire to amend said Agreement to provide for the name change of the Consultant.

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

1. The Agreement dated October 19, 2015, between the City and Consultant shall be amended to reflect the change of the Consultant’s business name to Mott MacDonald, LLC, a Delaware Limited Liability Company, as described in Exhibit “1,” attached hereto and incorporated by this reference.

2. The Consultant shall provide an updated certificate of insurance.

3. Except as herein amended, the Agreement dated October 19, 2015 shall remain in full force and effect.

///

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///

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 8/11/16
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
MOTT MACDONALD, LLC,
A Delaware Limited Liability Company

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item J.11.

Meeting Date: 10/3/2016

Report Prepared by: *Steve Carrigan, City Manager*

SUBJECT: Consideration of Approval of an Amended Salary Range for Assistant City Manager

REPORT IN BRIEF

Considers Amending the Salary Range for the Assistant City Manager

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2016-51**, A Resolution of the City Council of the City of Merced Amending the Salary Range for the Classification of Assistant City Manager.

ALTERNATIVES

1. Approve as recommended; or
2. Deny; or
3. Refer to staff for further study; or
4. Take no action

AUTHORITY

Article VII, Section 710 of the Merced City Charter.

CITY COUNCIL PRIORITIES

As provided for in the 2016-2017 budget.

DISCUSSION

The Assistant City Manager position has not been filled since 2011. As part of the 2016-2017 budget, the position was funded, but at the prior maximum salary of \$143,815 (Step 5). Currently the highest paid Director receives a salary of \$153,534 (Step 5). One of the primary duties of the Assistant City Manager will be to oversee City department heads and staff in the City Manager's absence, consequently, because this is the second highest position in the City, the new proposed salary range is \$147,408 - \$179,175.

If approved, the revised salary range below will become part of the City's classification plan.

PROPOSED SALARY STEPS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANNUAL	\$147,408	\$154,778	\$162,517	\$170,643	\$179,175
MONTHLY	\$12,284	\$12,898	\$13,543	\$14,220	\$14,931

IMPACT ON CITY RESOURCES

No appropriations are necessary.

ATTACHMENTS

1. Resolution 2016-51

RESOLUTION NO. 2016-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AMENDING THE SALARY RANGE FOR THE
ASSISTANT CITY MANAGER CLASSIFICATION**

THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY
RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The Classification Plan of the City of Merced is hereby
amended by changing the salary for the Assistant City Manager classification as
shown in Exhibit "A" attached hereto.

SECTION 2. This Resolution shall be effective as of October 3, 2016.

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 9/20/16
City Attorney Date

Grade/Step for Assistant City Manager position per the Confidential, Supervisory, Middle, and Executive Management Employees Compensation Plan
Grade 914

	Step 1		Step 2		Step 3		Step 4		Step 5	
Monthly	\$	9,680	\$	10,353	\$	10,870	\$	11,414	\$	11,985
Annual	\$	116,160	\$	124,236	\$	130,440	\$	136,968	\$	143,820

Grade/Step Proposed for Assistant City Manager position
Grade 914

	Step 1		Step 2		Step 3		Step 4		Step 5	
Monthly	\$	12,284	\$	12,898	\$	13,543	\$	14,220	\$	14,931
Annual	\$	147,408	\$	154,778	\$	162,517	\$	170,643	\$	179,175



ADMINISTRATIVE REPORT

Agenda Item K.1.

Meeting Date: 10/3/2016

SUBJECT: Continued Public Hearing - Merced Fire Department User Fees

REPORT IN BRIEF

The Merced Fire Department is requesting to continue this Public Hearing to the October 17, 2016 meeting.

RECOMMENDATION

City Council - Adopt a motion continuing the Public Hearing to the October 17, 2016 meeting.

DISCUSSION

The Fire Department is currently working with the consultant to gather information based on the questions posed by Council at the September 6, 2016 Council Meeting. It is requested that Council opens the Public Hearing to take public comment from citizens requesting to speak at tonight's hearing, then continue the hearing to the October 17, 2016 meeting.



ADMINISTRATIVE REPORT

Agenda Item L.1.

Meeting Date: 10/3/2016

Report Prepared by: *Ken Elwin, Director of Public Works*

SUBJECT: Maintenance Districts - Assessment Ballot Proceeding Processes

REPORT IN BRIEF

Detail the necessary steps required to conduct an assessment ballot hearing to obtain property owners' approval to increase special benefit assessments, rebuild Fund operating reserve balances, and allow for annual consumer price index adjustments on properties within identified Maintenance Districts.

RECOMMENDATION

City Council - Accept Report for Information Only.

DISCUSSION

Each year the City Council is required to hold a public hearing on the budgets for the various maintenance districts throughout the City. Prior to the enactment of Proposition 218, the City Council handled budget reports for maintenance districts under Government Code Section 54954.6, Chapter 26 of Part 3 of Division 7 of the Streets and Highways Code of the State of California, and Article I of Title 13, Division VIII, of the Merced Municipal Code dealing with maintenance districts.

Subsequent to Proposition 218 enacted by the voters on November 5, 1996, the City must conduct a mail out ballot protest procedure (assessment ballot proceeding), in order to levy increased assessments over the previous year's budgets above the allowable consumer price index report within an assessment district.

The process for Districts that require an increase in assessments are as follows:

- The Public Works Department prepares the engineer's reports and annual budget costs;
- City Council adopts a resolution authorizing an assessment ballot proceeding and sets date for Public Hearing;
- Council opens the public hearing to determine voter approval of increased assessments. Following the public hearing Council shall consider all objections or protests, if any;
- The public hearing is continued to a subsequent meeting to allow staff the required time necessary to open and tally sealed ballots;

- Following the continued public hearing Council adopts a resolution approving, confirming, and adopting the reports and budgets based on the results of the tallied ballots;
- The Finance Department submits new assessment amounts to the Merced County Assessor's office for inclusion on property tax bills;
- If the results of the tallied ballots are successful, district expenses are recovered in the new assessment fee. If the ballots are unsuccessful the General Fund will cover the ballot proceeding costs.

Assessment Ballot Proceeding Noticing Requirements - Section 4000 of the Election Code and Sections 53739 et seq. of the Government Code.

- The City Clerk is directed to give notice by mail to the record owner of each parcel within the district. Each notice shall include the total amount of the proposed assessment chargeable to the entire District, amount chargeable to the record owner's parcel, the duration of the payments, the reason for the assessment and the basis upon the amount of the proposed assessment was calculated. Also, the notice must include the date, time, and location of the public hearing on the proposed assessment increase.
- In addition, each notice shall include a summary of the proceedings for the completion and return of the assessment ballot that includes a statement that the assessment shall not be imposed if the ballots submitted in opposition of the assessment exceeds the ballots submitted in favor of the assessment. Ballots are weighted according to the proportional financial obligation of the affected property. Notices must be mailed forty-five (45) days prior to the date of the public hearing.
- Each notice shall contain an assessment ballot that includes the City's address for receipt of the returned ballot and location where the property owner returning the assessment ballot may indicate his or her name, parcel number, and support or opposition to the proposed assessment. Each ballot must be signed and either mailed or hand delivered to the City Clerk's office.
- An assessment ballot may be submitted, changed, or withdrawn prior to the conclusion of the public testimony on the proposed assessment at the public hearing.
- The City Clerk is directed to include a stamped, self-addressed envelope for the return of the assessment ballot with the notice to the record owner.

The Public Works staff as in the past will work closely with contract vendor and City Clerk's office assisting with District parcel record owner information, mailing ballot explanation letters and forms, as well as ballot tallying.

The total estimated cost of balloting is approximately \$6,000; \$4.41 per parcel; 1,372 total parcels.

At this time the following ten (10) Districts require an assessment ballot proceeding in order to

increase annual assessments:

Oakmont 3	Ridgeview Meadows
East College Homes	Olivewood
Pleasanton Park	Campus North
Merced Auto Center	Mansionette
Moss Landing	Hansen Park

These identified Districts do not have the necessary revenue to cover landscape maintenance services and storm drain pump utility costs. Without an increase in assessment levy these Districts will continue to lack required landscape maintenance services and storm drain pump operation.

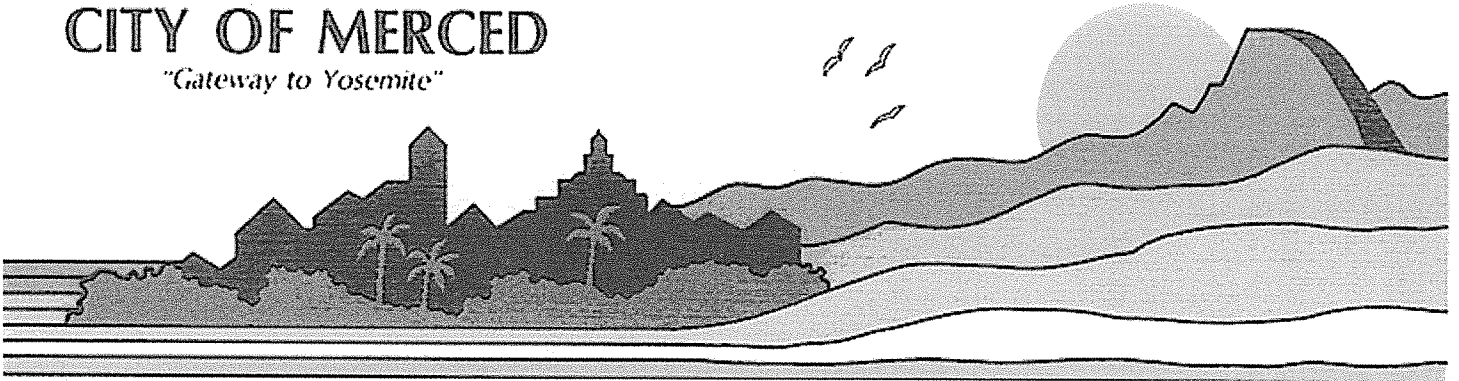
The attached worksheet details the current Fund balance of each district.

ATTACHMENTS

1. Property Owner Cover Letter
2. Notice of Proposed Assessment Increase
3. Record Owner Assessment Ballot
4. Maintenance Districts Reserve Balances

CITY OF MERCED

"Gateway to Yosemite"



January 1, 2018

000-000-08
678 W. 18th Street
Merced, CA 95340

Dear Owner:

The Merced City Council at its regularly scheduled meeting on _____, authorized an assessment ballot proceeding to obtain voter approval prior to increasing annual benefit assessments levies to the Maintenance District property owners. The assessments cover the costs of providing public improvements to the District such as: storm pump maintenance and operation, street tree pruning, landscape contract services, and related utility expenses to the District.

Your property located at **(678 W. 18th Street)** is located within the Maintenance District.

In previous years the District benefitted from original deposits made by the developer, supplemented with annual assessments collected from you and other property owners. However, the revenues generated from last year's assessments and the developer deposits within the reserves, are no longer adequate to cover the ongoing costs of maintaining the existing public improvements made to the District.

State law requires you have to an opportunity to vote on proposed increases to your assessment prior to them becoming effective.

Your assessment is collected in two equal installments and is included with your tax bill. Funds collected through this assessment and any interest earned can only be used for this specified purpose and are kept in a separate fund account.

Currently, you are being levied an assessment of (**Column I**) annually. We are proposing to increase your annual assessment to (**Column J**). This equates to an annual increase of (**Column L**) or (**Column K**) monthly.

The proposed budget and engineer's report has been prepared to determine your proportionate share of the annual costs associated with maintaining the District at current service levels. The total budget has been spread on an area basis with residential areas being re-spread on a per unit basis.

An engineer's report is available at the City of Merced, City Clerk's office for your review describing the calculation used.

Your legal notice, ballot, and a postage-paid return envelope are enclosed. You may return your ballot in the enclosed envelope or hand-deliver it to the City Clerk's Office in the Merced Civic Center, located at:

**678 W. 18th Street
1st Floor
Merced, CA 95340**

All ballots must be received (not postmarked) by the close of the public hearing scheduled for _____. The public hearing will be held in conjunction with the normally scheduled Merced City Council meeting, held in the Council Chambers, which begins at 7:00 p.m.

If the ballot passes, the adjusted rate will appear on your next Merced County tax bill. If it fails, there would be insufficient funds available to cover costs associated with maintaining the existing public improvements.

The weight of the vote is proportional to the District assessment dollar amount. For example, a property with an annual assessment of \$100, carries twice the weight of a property with an annual assessment of \$50.00.

Your annual assessment may increase or decrease in future years, if operating costs change. In any event, assessment increases are limited annually to the maximum assessment amount (shown in the ballot document), adjusted by the Consumer Price Index (CPI). The CPI is a scale used to adjust costs for inflation.

Any increase above the CPI adjusted maximum level, would require a new ballot for your approval.

Only the ballots returned determine the outcome of the election. A non-response will not count for purposes of voter acceptance or opposition. Whether you are in favor of or in opposition to the increase in assessments, it is important for you to vote.

The following questions and answers are being provided to help you better understand the importance of the Maintenance District to your property:

1. Why isn't my current property assessment adequate?

Answer: This particular District has benefited from original deposits made by the developer at the time of formation. Approximately \$000.00, annually has been utilized of these deposits to fund the District expenses for over 10 years.

2. How long has my property been in the Maintenance District?

Answer: As a condition of approval for the subdivision the developer was required to form the district prior to its development in _____.

3. What happens if a majority of the ballots oppose the increased assessment?

Answer: There would be insufficient funding to cover the costs of operating the District. This could result in landscape maintenance not being performed at current levels and excess storm water remaining in street curb-gutters, catch basins, and holding ponds.

4. Does all property owners' votes count equally?

Answer: No, the weight of the vote is proportional to the amount of the assessment. For example, a property with a \$20 annual assessment carries twice the weight of a property with a \$10 annual assessment.

5. Will my assessment increase annually?

Answer: Your assessment will only increase if operating costs increase. In any event, assessment increases are limited annually to the current amount adjusted by the Consumer Price Index report. The CPI is a scale used to adjust costs for inflation. ****Any increase above this would require a separate ballot for your approval.***

6. Can funds collected through this assessment be used for any other purpose?

Answer: **No**, funds and any interest earned are kept in separate fund account solely for this purpose.

7. What if I don't return my ballot?

Answer: The outcome of the election is determined only by the ballots returned.

8. When must my ballot be returned?

Answer: You may return your ballot in the enclosed envelope or submit it to the City Clerk's Office in the Merced Civic Center. *All ballots must be received (not postmarked) by the close of the public hearing scheduled for _____.* The public hearing will be held in conjunction with the normally scheduled Merced City Council meeting, which begins at 7:00 p.m.

9. Whom may I contact if I have questions?

Answer: Please refer your questions to Michael Miller, Public Works Manager-Tax Services (209) 385-6800.

Maintenance District
Ballot Cover Letter
Page 5 of 5

Sincerely,

Director of Public Works Operations-Department

Enclosure:

CITY OF MERCED
NOTICE OF PROPOSED ASSESSMENT
AND
ASSESSMENT BALLOT PROCEEDING FOR
MAINTENANCE DISTRICT

000-000-08
678 W. 18th Street
MERCED, CA 95340

Fiscal Year 2017/2018 Annual Assessment: \$000.00

REASON FOR PROPOSED ASSESSMENT

The Maintenance District (the "District") annually levies an assessment on all property in the District based upon the special benefit conferred upon the property by the improvements described below. Article XIII C and D of the California Constitution requires the City allow all property owners to vote on any proposed increase in assessments to be levied.

DESCRIPTION OF IMPROVEMENTS

The District assessments are used to fund the maintenance of landscaping, storm drainage systems, wall, street tree maintenance within public right-of-ways, public utility, drainage and facility easements, tree planting easements, and landscape easements within the District's boundaries. It shall not fund the maintenance of additional items that may be placed or planted by individual lot owners such as, but not limited to, lawns, private sprinklers, front yard trees or bushes.

The following maintenance items shall be performed within the District boundaries:

- Litter pick-up, plant pruning, replacement, and fertilizing
- Landscape irrigation as needed to sustain optimum plant growth;
- Weed control and cultivation as needed to keep the area free of weeds;
- Inspect pump and motor
- Repair or replace parts as needed;
- Walls in landscaped areas
- Mow and edge turf,
- Other maintenance as necessary, including equipment, devices, and other items and efforts recommended for specific landscape/open space elements.

AMOUNT OF PROPOSED ASSESSMENT

A. Total District Assessment: \$00,000.00

The proposed total annual assessment for the entire District for Fiscal Year 2017/2018 is \$00,000.00. Subsequent assessments could be adjusted annually by the Consumer Price Index for All Urban Consumers (West).

B. Individual Parcel Assessment: \$00,000.00

The annual assessment for your parcel for fiscal year 2017/2018 will be \$000.00. The maximum annual assessment ("cap") for your parcel could be adjusted annually, but not to exceed the increase in the Consumer Price Index for All Urban Consumers (West).

C. Duration of Assessment

The proposed assessment will be levied annually up to the maximum as stated above. The assessment may be increased in the future above the maximum amount, ONLY with the support of a majority of property owners using the process explained below.

BASIS FOR CALCULATING ASSESSMENTS

Each year the City determines how much it will cost to operate and maintain the specified improvements within the District. These costs are then spread among all of the assessable parcels on the basis of special benefit conferred upon each parcel. The assessment is spread on an area basis for each type of zoning; with residential areas within each type of residential zoning re-spread on a per unit basis.

PROCEDURES FOR COMPLETING THE BALLOT

Accompanying this notice is a ballot, along with a self-addressed, postage paid return envelope. The ballot (or a facsimile thereof) may be completed by the property owner(s) of record and returned to the City to indicate the owner's support of or opposition to the proposed assessment. If a tenant is responsible for payment of the assessment, the ballot must be completed and returned by the tenant. For your ballot to be counted, you must clearly mark the appropriate box, sign the ballot, and return it sealed in the enclosed envelope by the conclusion of the public hearing on _____.

Ballots may be returned either by mail or delivered to the City Clerk at 678 West 18th Street, Merced, CA 95340, before the close of the public hearing. For properties with more than one owner of record, ballots will be accepted as valid if signed by at least one of the listed owners.

In the event that more than one of the record owners submits an assessment ballot, the amount of the proposed assessment to be imposed upon the parcel shall be allocated to each ballot submitted in proportion to the respective record ownership interests or, if the ownership interests are not shown on the record, as established to the satisfaction of the City by documentation provided by you.

Regardless of the method of delivery, all ballots must be received at the address indicated, or at the public hearing, in order to be included. An assessment ballot may be submitted, changed, or withdrawn prior to the conclusion of the public hearing.

PUBLIC HEARING AND PROTEST PROCEDURE

The City Council will hold a public hearing on _____, hear testimony regarding the proposed assessment, to accept assessment ballots and to determine whether there is a majority protest against the proposed assessment. The hearing will be held in conjunction with the normally scheduled City Council meeting, which begins at **7:00 p.m.** The meeting (and hearing) will be held at the Civic Center located at 678 West 18th Street in Merced.

All ballots returned to the City will be tabulated and weighted according to the proportional financial obligation of the affected property. If the City Council determines that a majority of the ballots cast and as weighted according to the proportional financial obligation of the affected properties oppose imposition of the assessment, the proposed assessment will not be imposed. Instead, the previously approved assessment (\$00.00 per residential unit) will continue.

QUESTIONS REGARDING THESE PROCEEDINGS

If you have questions about the proposed assessment or this process, please contact the Public Works Office at (209) 385-6800.

ASSESSMENT BALLOT

CITY OF MERCED

MAINTENANCE DISTRICT

RECORD OWNER BALLOT-ASSESSMENT BALLOT PROCEEDING

Shall the annual assessment for Maintenance District be set as proposed?

☐ **YES**

☐ **NO**

Property Owner Name(s): John Doe

Property Address or Description: 678 W. 18th Street

Assessor Parcel Number: 000-00-00

I hereby certify under penalty of perjury that I am the legal property owner and/or person entitled to execute this ballot for the property shown above in assessment ballot proceedings.

Dated: _____

Signature

Printed Name

Once you have voted, please sign the ballot, place it in the enclosed pre-paid, self-addressed return envelope. The sealed envelope may be mailed or delivered to the City Clerk's office at the Civic Center, located at 678 West 18th Street, Merced, CA or may be delivered at the public hearing. Your ballot will not be counted if you have not voted, signed the ballot and returned the envelope. All ballots must be received by the conclusion of the City Council's public hearing to be held on _____, starting at 7:00 p.m. at the Civic Center, located at the above address. You may submit a change or withdrawal of your vote prior to the conclusion of the public hearing. You may contact the City Clerk at the above address or at the public hearing if you desire to do so.

MAINTENANCE DISTRICTS OPERATING RESERVE BALANCES

FISCAL YEAR 2016/2017

ATTACHMENT #4

Fund #	District Name	Service Type	Proposed Budget	Proposed Assessment	City Contribution Storm Drain Pump	Reserve Balance Required	Projected Operating Reserve	Balance after use of Reserve
103	Oakmont No 3	L	23,000.00	21,500.00		1,500.00	10,272.00	8,772.00
107	E College Homes	SD	3,262.00	3,262.00			1,231.00	1,231.00
110	Oakbrook	SD	8,299.00	8,299.00			12,104.00	12,104.00
111	Moss Landing	SD	3,481.00	3,481.00			2,379.00	2,379.00
117	Merced Auto Center	B	13,924.00	3,855.00	8,617.95	1,451.05	6,773.00	5,321.95
121	Ridgeview Meadows	B	13,246.00	11,464.00		1,782.00	4,090.00	2,308.00
124	Olivewood	B	3,909.00	1,532.86	2,375.94	0.20	308.00	307.80
125	Campus North	B	12,258.00	11,000.00		1,258.00	13,882.00	12,624.00
126	Mansionette	B	2,134.00	1,446.00		688.00	1,712.00	1,024.00
127	Hansen Park	B	4,177.00	4,177.00			280.00	280.00
N/A	Total	N/A	\$87,690.00	\$70,016.86	\$10,993.89	\$6,679.25	\$53,031.00	\$46,351.75

Service Type Abbreviations:

L: Landscape

SD: Storm Drain

B: Both

ATTACHMENT #4

MAINTENANCE DISTRICTS OPERATING RESERVE BALANCES

FISCAL YEAR 2016/2017

ATTACHMENT #4

Ballot Year
Has CPI Annual Inflation 3/1/02
No Previous Ballot
No Previous Ballot
Ballot Failed 12/1/08
Ballot Failed 12/1/08
No Previous Ballot
Ballot Failed 12/1/08
Ballot Failed 12/1/08
No Previous Ballot
Ballot Failed 12/1/08
N/A

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L: Landscape

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