



CITY OF MERCED

Meeting Agenda

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

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

Monday, April 3, 2017

7:00 PM

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

Study Session at 6:00 PM/Regular Meeting at 7:00 PM

NOTICE TO PUBLIC

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

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

PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK

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

INDIVIDUALS WITH DISABILITIES

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

A. STUDY SESSION ROLL CALL

B. STUDY SESSION

B.1. Sewer Master Plan - Director of Public Works Ken Elwin

C. CALL TO ORDER

C.1. Invocation - Mary Hofmann, Congregation of Etz Chaim

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

D.1. In accordance with Government Code 54952.3, it is hereby announced that the City Council sits either simultaneously or serially as the Parking Authority and the 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 the Public Financing and Economic Development Authority receive no compensation.

E. CEREMONIAL MATTERS

- E.1. [17-175](#) **SUBJECT:** Recognition of El Capitan High School Cheer Squad

REPORT IN BRIEF

A certificate will be received by the 2017 USA National Champions, El Capitan High School Cheer Squad.

- E.2. [17-112](#) **SUBJECT:** Proclamation - Adult Education Day

REPORT IN BRIEF

Received by Steve Hobbs Merced Adult School Principal.

- E.3. [17-153](#) **SUBJECT:** Proclamation - Fair Housing Month

REPORT IN BRIEF

Received by Zoha Khalili Fair Housing Coordinator

F. WRITTEN PETITIONS AND COMMUNICATIONS

G. ORAL COMMUNICATIONS

Members of the public who wish to speak on any matter not listed on the agenda may speak during this portion of the meeting and will be allotted 5 minutes. The Mayor may, at his discretion, reduce the time to 3 minutes if there are more than 3 speakers, in order to accommodate as many speakers as possible. State law prohibits the City Council from acting at this meeting on any matter raised during the public comment period. Members of the public who wish to speak on a matter that is listed on the agenda will be called upon to speak during discussion of that item.

H. CONSENT CALENDAR

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

H.1. [17-129](#) SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

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

RECOMMENDATION

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

H.2. [17-169](#) 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.

H.3. [17-103](#) SUBJECT: Information Only - Traffic Committee Minutes of January 10, 2017

RECOMMENDATION

For information only.

H.4. [17-147](#) SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of May 2, 2016, May 16, 2016, May 19, 2016, May 26, 2016, February 23, 2017, March 6, 2017, and March 7, 2017

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 May 2, 2016, May 16, 2016, May 19, 2016, May 26, 2016, February 23, 2017, March 6, 2017, and March 7, 2017.

H.5. [17-164](#)

SUBJECT: Authorization of Signing Authority for City Bank Accounts and Local Agency Investment Fund

REPORT IN BRIEF

Consider granting the City's Interim Finance Officer signing authority for City bank accounts and Local Agency Investment Fund.

RECOMMENDATION

City Council/Public Financing and Economic Development Authority/Parking Authority - Adopt a motion:

A. Adopting **Resolution 2017-15**, a Resolution of the City Council of the City of Merced, California, authorizing signature of City checks; and,

B. Adopting **Resolution 2017-16**, a Resolution of the City Council of the City of Merced, California, authorizing investment of City of Merced monies in Local Agency Investment Fund; and,

C. Adopting **Resolution PFA 2017-02**, a Resolution of the City of Merced Public Financing and Economic Development Authority authorizing signature of Authority checks; and,

D. Adopting **Resolution PFA 2017-03**, a Resolution of the City of Merced Public Financing and Economic Development Authority authorizing investment of City of Merced monies in Local Agency Investment Fund; and,

E. Adopting **Resolution PA 2017-03**, a Resolution of the Parking Authority of the City of Merced, California, authorizing signature of Parking Authority checks; and,

F. Adopting **Resolution PA 2017-04**, a Resolution of the Parking Authority of the City of Merced, California authorizing investment of City of Merced monies in Local Agency Investment Fund

H.6. [17-174](#)

SUBJECT: Approval of Resolution 2017- 17 Declaring the City's Intent to Sell or Lease City Owned Property Located at 301 East Yosemite Avenue and Request to Set a Public Hearing for May 15, 2017 to Consider the City's Intention to Sell or Lease the Property

REPORT IN BRIEF

It is Requested that the City Council Approve Resolution 2017-17 Declaring the City's Intent to Sell or Lease City Owned Property Located at 301 East Yosemite Avenue and Setting a Public Hearing for May 15, 2017 to Consider the City's Intention to Sell or Lease the Property.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2017-17**, a Resolution of the City Council of the City of Merced, California Declaring the its Intention to Sell or Lease the Property Owned by the City of Merced, Located at 301 East Yosemite Avenue, APN 231-040-021, Merced, California; and Setting a Public Hearing for May 15, 2017 to Consider the City's Intention to Sell or Lease the Property.

H.7. [17-171](#)

SUBJECT: Approve Opposition to Senate Bill 35 and Senate Bill 649

REPORT IN BRIEF

Approve the opposition to Senate Bill (SB) 35, Affordable Housing: Streamlined Approval Process, and SB 649, Wireless and Small Cell Telecommunications Facilities.

RECOMMENDATION

City Council - Adopt a motion approving the opposition of SB 35 (Weiner), Affordable Housing: Streamlined Approval Process, and SB 649, (Hueso) Wireless and Small Cell Telecommunications Facilities.

H.8. [17-121](#)

SUBJECT: Request to Lower Swim Lesson Fees

REPORT IN BRIEF

Consider temporarily lowering swim lesson fees for the City's Water Safety and Swim Lesson Programs During the Months of June and July 2017

RECOMMENDATION

City Council - Adopt a motion approving the temporary reduction in the fees charged for swimming lessons, from \$35 to \$10 for lessons during the summer of 2017; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

H.9. [17-080](#)

SUBJECT: Agreement with Office of Emergency Services - State Homeland Security Grant Programs - Funding for Equipment, Planning, Administration, Training and Exercises

REPORT IN BRIEF

Consider approving the Fiscal Year 2016 (FY16) Agreement to accept California State Homeland Security Grant Program funds being funded through the County to the City of Merced Fire Department.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2017-14**, a Resolution of the City Council of the City of Merced, California, authorizing the City Manager or Assistant City Manager to execute the Office of Emergency Services State Homeland Security Grant Programs - Equipment, Planning, Administration, Training and Exercises Agreement.

H.10. [17-146](#)

SUBJECT: Consider Approving Resolution 2017-13 to Allow a Designation of Authorized Agent to File Application and Execute Documents Required to Obtain Disaster Relief Assistance From the Recent Rain Storms

REPORT IN BRIEF

A Resolution of the City Council is necessary to authorize certain officials of the City to file an application with the California Office of Emergency Services (Cal OES) to obtain funding for federal assistance due to the recent flooding in the City of Merced.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2017-13**, a Resolution of the City of Council of the City of Merced, California, designation of authorized agent to file applications and execute documents required to obtain disaster relief assistance.

H.11. [17-165](#)

SUBJECT: Approval of a Request to Install a Little Free Library Box at Fire Station 55 and Authorization to Execute a License Agreement for the Project

REPORT IN BRIEF

Consider approving a request by the Walker Family to install a Little Free Library box at Fire Station No. 55 and granting authority to execute a License Agreement for the project.

RECOMMENDATION

City Council - Adopt a motion approving the installation of a Little Free Library Box at Fire Station 55 and authorizing the City Manager or Assistant City Manager to Execute a License Agreement for the project.

H.12. [17-127](#)

SUBJECT: Street Closure #17-04 for the Sacred Heart Catholic Church

REPORT IN BRIEF

Consider a request for use of City streets for Sacred Heart Catholic Church for Stations of the Cross Reenactment and a Silent March on Good Friday, April 14, 2017.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of Canal and M Streets between West 11th and West 13th Streets, West 11th and West 12th Streets between Canal and M Streets, and the alleyways enclosed within the loop of Canal, West 11th, M, and West 13th Streets, as requested by Sacred Heart Catholic Church, on Friday, April 14, 2017, between 3:00 p.m. and 4:30 p.m., and 7:00 p.m. and 8:00 p.m.; subject to the conditions and route outlined in the administrative staff report.

H.13. [17-072](#)

SUBJECT: Acceptance of \$75,000 from the Merced County Remote Access Network Board as Reimbursement Funding for the Purchase of In-Car Mobile Computers and Modems

REPORT IN BRIEF

Consider the Acceptance of \$75,000 in Remote Access Network (RAN) funding from the Merced County Remote Access Network for the purchase of thirteen (13) in-car computer systems and nine (9) modems for police patrol vehicles.

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting and appropriating \$75,000.00 in reimbursable funds from the Merced County RAN Board for the purchase of computer equipment for police patrol vehicles. Increase Revenue account 001-1002-324-02-00 by \$75,000.00 and appropriate the same for expenditures to account 001-1002-523-43-00.

B. Authorizing the City Manager to execute all necessary documents for this purpose.

C. Authorizing the use of pooled cash for the purchase until the reimbursed RAN funds are received.

H.14. [17-073](#)

SUBJECT: Authorization for the Purchase of Thirteen (13) New

Panasonic Toughbook Laptop Computer Systems for Police Patrol
Vehicles and Waiving the Competitive Bidding Requirement

REPORT IN BRIEF:

Consider authorizing the purchase of thirteen (13) New Panasonic Toughbook Laptop Computer Systems for police patrol vehicles by using pooled cash until RAN reimbursement funds are received.

RECOMMENDATION

City Council - Adopt a motion waiving competitive bidding requirements, as stated in Section 3.04.210 of the Merced Municipal Code, and authorizing the City to enter into a contract with LEHR Auto Electric to utilize an existing contract with the County of Sacramento for the purchase of the Panasonic Toughbook computer equipment at a cost not to exceed \$60,821.00, which includes sales tax.

H.15. [17-118](#)

SUBJECT: Request to Set a Public Hearing for the 2017 Housing and Urban Development (HUD) Annual Action Plan

REPORT IN BRIEF

Request to set a Public Hearing for Monday, April 17, 2017, to consider the 2017 Housing and Urban Development (HUD) Annual Action Plan.

RECOMMENDATION

City Council - Adopt a motion setting a Public Hearing for Monday, April 17, 2017, to consider the Housing and Urban Development Annual Action Plan.

H.16. [17-119](#)

SUBJECT: Consider Approving an Interdepartmental Cooperative Agreement for Fiscal Year 2016/17 Between the Engineering Division and Housing Division in the Amount of \$133,410

REPORT IN BRIEF

Consider approving an Interdepartmental Cooperative Agreement not to exceed \$133,410 between the City's Engineering Division and Housing Division regarding use of the Community Development Block Grant from Fiscal Year 2016/17 for construction of ADA compliant ramps.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving an agreement as identified in the 2016 Department of Housing and Urban Development (HUD) Annual Plan with Community Development Block Grant (CDBG) funds from the

2016/17 Fiscal Year per previous City Council recommendation; and,

- B. Approving an Interdepartmental Cooperative Agreement between the City's Engineering and Housing divisions, both of which are under the City's Department of Development Services Department in the amount not to exceed \$133,410 as identified in the 2016 Department of Housing and Urban Development (HUD) Annual Plan with Community Development Block Grant (CDBG) funds from the 2016/17 Fiscal Year; and,
- C. Authorizing the respective City division Department Heads to execute and, if necessary make minor modifications to the Interdepartmental Agreement described above and as attached to this report and all associated documents; and,
- D. Authorizing a transfer from Fund 018-Housing to Fund 450 Streets and Signals CIP in the amount of \$133,410 and appropriating the same to Account 450-1104-637-65-00 Project #117007.

H.17. [16-582](#)

SUBJECT: Introduction of Ordinance No. 2474 Amending Section 15.24.110 of the Merced Municipal Code Regarding Specific Pollutant Limitations and Local Industrial Discharge Limitations

REPORT IN BRIEF

Staff Recommends that the City Council Approve the Introduction of Ordinance No. 2474 which will amend Municipal Code Section 15.24.110 to Lower the City's Existing Specific Pollutant Limitations and Local Industrial Discharge Limitations For Arsenic, Copper and Zinc.

RECOMMENDATION

City Council - Adopt a motion introducing **Ordinance No. 2474**, an Ordinance of the City Council of the City of Merced, California, amending section 15.24.110, "Specific Pollutant Limitations," of the Merced Municipal Code.

H.18. [17-132](#)

SUBJECT: Award Bid to Yellow Jacket Drilling for Constructing a Test Well for the New Municipal Well 21 Site, Project No. 113026

REPORT IN BRIEF

Consider awarding a contract in the amount of \$190,800 to Yellow Jacket Drilling to construct a test well for the new municipal Well 21 site at the intersection of Bellevue Road and G Street.

RECOMMENDATION

City Council - Adopt a motion:

- A. Awarding the bid for the Well 21 site test well construction to Yellow Jacket Drilling, in the amount of \$190,800; and,
- B. Authorizing the City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

H.19. [17-135](#)

SUBJECT: Award Bid to Richard A. Soracco Jr. for the Wastewater Treatment Plant Well #2 Pump and Piping, Project No. 114001

REPORT IN BRIEF

Consider awarding a contract in the amount of \$487,235 to Richard A. Soracco Jr. to construct the pump and piping infrastructure for the new water supply well at the Wastewater Treatment Plant.

RECOMMENDATION

City Council - Adopt a motion:

- A. Awarding the bid for the Wastewater Treatment Plant Well #2 Pump and Piping, Project 114001, to Richard A. Soracco Jr., in the amount of \$487,235; and,
- B. Authorizing the City Manager or Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

I. BUSINESS

I.1. Request to Add Item to Future Agenda

I.2. City Council Comments

J. ADJOURNMENT



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item E.1.

Meeting Date: 4/3/2017

Report Prepared by: *Jennifer Levesque, Deputy City Clerk, City Clerk's Office*

SUBJECT: Recognition of El Capitan High School Cheer Squad

REPORT IN BRIEF

A certificate will be received by the 2017 USA National Champions, El Capitan High School Cheer Squad.

ATTACHMENTS

1. Certificate of Recognition



Certificate of Recognition

This certificate is presented to

El Capitan High School Cheer Squad

2017 USA Spirit Nationals Champions

Dated this 3rd day of April, 2017

MIKE MURPHY
Mayor, City of Merced



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item E.2.

Meeting Date: 4/3/2017

SUBJECT: Proclamation - Adult Education Day

REPORT IN BRIEF

Received by Steve Hobbs Merced Adult School Principal.

ATTACHMENTS

1. Adult Education Day Proclamation



Proclamation

WHEREAS, that from April 2, 2017 through April 8, 2017, under the theme "Today's Students, Tomorrow's Workforce," the State of California will observe Adult Education Week, the City of Merced, its Mayor and Council acknowledge that Merced Adult School serves the changing economic and cultural needs of a vigorous, expanding community; and

WHEREAS, Merced Adult School provides instruction to those in our community who need English as a Second Language and Citizenship courses; and

WHEREAS, Merced Adult School provides career and technical training for adults seeking career changes or enhancements; and

WHEREAS, Merced Adult School, recognizing that to break the cycle of illiteracy we must focus on educating parents, provides programs in Family Literacy; and

WHEREAS, Merced Adult School is a primary community resource for the teaching and instruction of adult literacy; and

WHEREAS, Merced Adult School provides a way for adults to complete high school studies in their own time and pace; and

WHEREAS, Merced Adult School provides for the unique needs of individuals in a diverse population,

NOW, THEREFORE, I, MIKE MURPHY, Mayor of the City of Merced, do hereby proclaim Thursday, April 6th, 2017, as: "ADULT EDUCATION DAY" in the City of Merced and salute the administration, teachers, and students of the Merced Adult School and honor their efforts and accomplishments on this day.

Signed this 3rd day of April, 2017.

Mike Murphy, Mayor of Merced



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item E.3.

Meeting Date: 4/3/2017

SUBJECT: Proclamation - Fair Housing Month

REPORT IN BRIEF

Received by Zoha Khalili Fair Housing Coordinator

ATTACHMENTS

1. Fair Housing Month Proclamation



Proclamation

WHEREAS, this year we celebrate the 49th anniversary of the enactment of the Federal Fair Housing Act of 1968 (Title VIII of the Civil Rights Act), passed by Congress on April 11, 1968; and

WHEREAS, the City of Merced has identified the ensuring that all housing programs are available without discrimination as a goal in its consolidated plan and has supported Project Sentinel in its work to eliminate housing discrimination; and

WHEREAS, the City of Merced supports state and federal protections against discrimination in the sale and rental of housing based on a person's race, color, religion, sex, national origin, ancestry, marital status, age, household composition, income, size, disability or any other arbitrary factor; and

WHEREAS, the City of Merced supports the education of homeowners, realtors, property managers, homebuyers, and tenants regarding their rights and responsibilities under federal and state fair housing laws;

NOW, THEREFORE, I, MIKE MURPHY, Mayor of the City of Merced, do hereby proclaim the month of April 2017 as "FAIR HOUSING MONTH," and encourage citizens and community organizations to celebrate the value of a diverse and harmonious community of neighbors.

Signed this 3rd day of April 2017.

Mike Murphy, Mayor of Merced



CITY OF MERCED

Merced Civic Center
678 W. 18th Street
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ADMINISTRATIVE REPORT

Agenda Item H.1.

Meeting Date: 4/3/2017

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

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

RECOMMENDATION

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



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item H.2.

Meeting Date: 4/3/2017

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 March 2017

Exhibit 1 – Table of Contracts4/3/2017 City Council Meeting

Department/Division	Vendor	Purpose/Location	Amount
0301 – City Attorney	Brian Rinder (City of Merced Police Officer)	Transfer of Ownership & Release of Liability for a Male German Shepherd and Retired Merced Police Department Canine, Declared as Surplus City Property.	\$ 1.00
0803 – Engineering	Golden Valley Engineering and Surveying	Surveying services for Project Nos. 113002 and 115032. (“R” Street, from 16 th to 18 th Streets.) (Statement of Services, PO #125900.)	\$13,520.00
1201 – Recreation and Parks	Merced Area Sports Officials, Inc. (Mark Thompson)	Agreement for Professional Services for Officiating Adult Softball (April 1, 2017 through December 31, 2017).	\$16,943.00
0803 – Engineering	R. A. Nemetz Construction Co., Inc.	Removal of existing damaged wood railings and posts, and installation of new wood posts and railings. (Project No. 117044, at 16 th St. Bridge near Hwy 99 off-ramp.) (Statement of Services, PO #125701.)	\$24,488.00
1106 – Public Works-Water	ControlPoint Engineering, Inc.	Agreement for (Design) Professional Services to Make Improvements to the SCADA System.	\$28,750.00

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



CITY OF MERCED

Merced Civic Center
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ADMINISTRATIVE REPORT

Agenda Item H.3.

Meeting Date: 4/3/2017

SUBJECT: Information Only - Traffic Committee Minutes of January 10, 2017

RECOMMENDATION

For information only.

ATTACHMENTS

1. Traffic Committee Minutes of January 10, 2017

TRAFFIC COMMITTEE

MINUTES

January 10, 2017

A. CALL TO ORDER

The meeting was called to order at 2:14 p.m.

B. ROLL CALL

Present: Chairperson: Theron Roschen, City Engineer

Committee Members: Bill King, Planning Manager Designee

Juan Olmos, Director of Public Works Designee

Absent: Jacob Struble, Police Chief Designee

Michael Wilkinson, Fire Chief

C. ORAL COMMUNICATIONS

RANDALL CARPENTER, Merced Resident – Detailed concerns over the traffic flow throughout Merced, using the R Street and Olive Avenue intersection as an example. Mr. CARPENTER requested the possibility of having traffic flow through the intersection by waves of East/West/North/South or changing the signal timing.

Chairperson ROSCHEN advised the citizen of ongoing projects to synchronize the traffic signals along various corridors. Mr. ROSCHEN also informed the citizen that the City would investigate the signal timing at the intersection of R Street and Olive Avenue.

D. CONSENT CALENDAR

1. Traffic Committee Minutes of September 13 and November 15, 2016

RECOMMENDATION:

Approve and file.

Juan Olmos Moved, Theron Roschen Seconded

Vote: 2-0

Voting Aye: Theron Roschen, Juan Olmos

Abstain: Bill King

Absent: Jacob Struble, Michael Wilkinson

Clerk's Note: Staff recommendation approved.

E. REPORTS

1. Committee Member Reports

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

None.

F. BUSINESS

1. Request #17-001 – Request for a Three-Way Stop at West 15th Street and C Street (Travis Mitchell / Merced County Dept. of Public Health)
(Merced County Department of Public Health Employee is requesting the addition of a three-way stop at West 15th and C Streets due to their concern of pedestrian safety.)

Merced County employee TRAVIS MITCHELL detailed his concerns with visibility and pedestrian safety near the crosswalk on C Street. Mr. MITCHELL also requested the crosswalks on both West 15th and C Streets be re-striped to improve visibility.

Committee Member OLMOS stated the crosswalk on West 15th Street is on the City's annual maintenance list and is scheduled to be re-striped in the spring. Mr. OLMOS also stated the crosswalk in question on C Street is maintained by Merced County.

Chairperson ROSCHEN stated the Engineering Department would generate a letter to Merced County requesting they update their crosswalk on C Street to meet current standards. Mr. ROSCHEN went on to state that there have been no reported accidents at West 15th and C Streets according to the Merced Police Department, and given the street design there was a high likelihood the intersection would not meet traffic warrants if a full analysis was performed.

Committee Member KING suggested the County look into adding sidewalks along their parking lot to direct traffic to the intersection. Mr. KING explained this would aid in pedestrian safety, as drivers expect to see pedestrians crossing at the intersection versus mid-block.

Chairperson ROSCHEN supported the sidewalk installation suggestion and stated the Engineering Department would contact Merced County to see about the possibility of a jointly funded Community Development Block Grant (CDBG) Project in the area.

MOTION: To deny the request for an all-way stop at the intersection and to direct staff to contact Merced County to discuss a possible joint Community Development Block Grant (CDBG) sidewalk project at 15th and C Streets, as well as requesting Merced County update their crosswalk on C Street to meet current standards.

COUNCIL ACTION REQUIRED: None at this time.

Theron Roschen Moved, Juan Olmos Seconded

Vote: 3-0

Voting Aye: Theron Roschen, Bill King, Juan Olmos

Absent: Jacob Struble, Michael Wilkinson

2. Request #17-002 – Request for a Four-Way Stop at West 23rd Street and Canal Street (Kathy Friesen / Merced County)
(Merced County Employee is requesting a four-way stop at West 23rd Street and Canal Street due to their concern of vehicle collisions at the intersection.)

Chairperson ROSCHEN described the traffic analyses and warrant

process, noting there have been three accidents within the last year. Mr. ROSCHEN suggested a full traffic warrant analysis be conducted.

MOTION: To continue the item to a future Traffic Committee meeting pending the completion of a warrant analysis at the intersection of West 23rd and Canal Streets.

COUNCIL ACTION REQUIRED: None at this time.

Theron Roschen Moved, Bill King Seconded

Vote: 3-0

Voting Aye: Theron Roschen, Bill King, Juan Olmos

Absent: Jacob Struble, Michael Wilkinson

3. Request #17-003 – Safety Concerns in the Area of San Jose Avenue, Lehigh Drive, Notre Dame Avenue, University Drive, and Rensselaer Drive (Seth Medefind)
(Citizen is requesting traffic calming measures in the “College Streets” neighborhood due to their concern of public safety in the neighborhood caused by excessive speeding.)

Citizens Speaking in Support of Traffic Calming Measures:

SETH MEDEFIND
JANICE PHENIS
MICHAEL PHENIS
CHARLES PEREIRA
STEPHANIE PETERSON

Chairperson ROSCHEN detailed the City’s adopted Neighborhood Traffic Calming Guidelines. Mr. ROSCHEN stated given the uniqueness of the neighborhood, the City proceed with further study.

MOTION: To move forward with further study of the neighborhood as outlined in the Neighborhood Traffic Calming Guidelines.

COUNCIL ACTION REQUIRED: None at this time.

Theron Roschen Moved, Bill King Seconded

Vote: 3-0

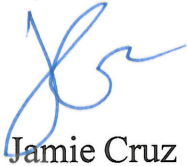
Voting Aye: Theron Roschen, Bill King, Juan Olmos

Absent: Jacob Struble, Michael Wilkinson

G. ADJOURNMENT

The meeting was adjourned at 3:16 pm.

By:



Jamie Cruz
Secretary II/Recording Secretary

Approved:



Theron Roschen
City Engineer/Chairperson



ADMINISTRATIVE REPORT

Agenda Item H.4.

Meeting Date: 4/3/2017

SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of May 2, 2016, May 16, 2016, May 19, 2016, May 26, 2016, February 23, 2017, March 6, 2017, and March 7, 2017

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 May 2, 2016, May 16, 2016, May 19, 2016, May 26, 2016, February 23, 2017, March 6, 2017, and March 7, 2017.

ALTERNATIVES

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

ATTACHMENTS

1. Minutes of May 2, 2016
2. Minutes of May 16, 2016
3. Minutes of May 19, 2016
4. Minutes of May 26, 2016
5. Minutes of February 23, 2017
6. Minutes of March 6, 2017
7. Minutes of March 7, 2017



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

Monday, May 2, 2016

7:00 PM

A. CALL TO ORDER

Mayor THURSTON called the Regular Meeting to order at 7:00 PM.

A.1. Invocation - Pastor Robert Morris, Valley Harvest Church

The Invocation was delivered by Pastor Robert MORRIS from the Valley Harvest Church.

A.2. Pledge of Allegiance to the Flag

B. ROLL CALL

Clerk's Note: Mayor Pro Tempore PEDROZO arrived to the Regular Meeting at 7:19 PM.

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

Absent: 0

C. CEREMONIAL MATTERS

C.1. Proclamation - Building Safety Month

Council Member BELLUOMINI presented the Building Safety Month Proclamation to Director of Development Services Dave GONZALVES.

C.2. Proclamation - Poppy Month

Mayor THURSTON presented the Poppy Month Proclamation to Marjie MONTOYA.

C.3. Proclamation - Bike Month

Council Member MURPHY presented the Bike Month Proclamation to Robert TYLER from the Bicycle Advisory Commission.

C.4. Proclamation - Municipal Clerks Week

Council Member BLAKE presented the Municipal Clerks Week Proclamation to Assistant City Clerk John TRESIDDER.

C.5. Gift to Merced Police Department - Painting by Clint Cheatham

Council Member DOSSETTI accepted a painting by Clint CHEATHAM on behalf of the Merced Police Department.

D. WRITTEN PETITIONS AND COMMUNICATIONS

The Clerk's Office received a flyer from Tony Slaton that was placed at the dais for Council.

E. ORAL COMMUNICATIONS

Police Chief Norm ANDRADE, Merced - spoke on the homicides in the City.

Rachelle ABRIL, Merced - spoke on the flooded streets in South Merced.

Monica VILLA, Merced - spoke on various topics.

Daniel SABZEHZAR, Merced - spoke on the Blum Center at UC Merced, the budget, and the implementation of OpenGov.

G. REPORTS

Mayor THURSTON announced that Report Items G.1. and G.2. would be heard before the Consent Calendar.

G.1. SUBJECT: Transportation Expenditure Plan Report - Presentation by Marjie Kim, Executive Director, Merced County Association of Governments

REPORT IN BRIEF

Considers approval of the Transportation Expenditure Plan for Merced County.

RECOMMENDATION

City Council - Adopt **Resolution 2016-15**, A Resolution of the City Council of the City of Merced, California, approving the Transportation Expenditure Plan for Merced County and endorsing its approval as a ballot measure in November 2016.

Executive Director of Merced County Association of Governments, Marjie KIRN, gave a slide show presentation on the Transportation Expenditure

Plan Report.

Council Member BLAKE asked for further information on the matching funds.

Ms. KIRN stated that depending on the type of grant, it is generally a 10-20% share.

Council Members further discussed the tax bill and the importance of a self-help County.

Jose Antonio RAMIREZ, Fresno - spoke on the leveraging of funds for transportation projects.

Monica VILLA, Merced - spoke on the roads in the City.

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

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

G.2.

SUBJECT: Revenue Sharing

REPORT IN BRIEF

The report describes the history of Revenue Sharing and latest proposals between the City and County.

RECOMMENDATION

City Council - Provide direction to City Manager on next steps to be taken.

Director of Finance Brad GRANT gave a slide show presentation on revenue sharing.

Director of Development Services Dave GONZALVES gave a slide show presentation on annexation and revenue sharing.

City Manager Steve CARRIGAN gave a slide show presentation on revenue sharing.

Council Member BELLUOMINI asked how the percentages between the

City and County are determined.

Mr. GRANT explained how the percentages are determined and the effect of the Educational Revenue Augmentation Fund (ERAF).

Council Member MURPHY asked about agriculture mitigation.

Mr. CARRIGAN stated that there have been discussions with the County on agriculture mitigation.

Council Members continued discussion on revenue sharing and agriculture mitigation.

Council Member BELLUOMINI asked about the criteria for a mediator.

Mr. CARRIGAN discussed finding a mediator who has previously worked on revenue sharing between cities and counties.

Ralph GONZALES, Merced - spoke on the government and jobs.

Bill SPRIGGS, Merced - spoke on his experience negotiating with the County for revenue sharing.

Rick WENDLING, Merced - spoke on jobs.

Council Members further discussed a timeline for mediation.

A motion was made by Council Member Dossetti, seconded by Council Member Lor, to direct the City Manager to contact the County, authorizing him to develop a letter and initiate the process for mediation, and have legal staff look into having the item put on the ballot if mediation does not work. The motion carried by the following vote:

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

F. CONSENT CALENDAR

Items F.1. Information Only Contracts, F.8. Agreement with National Meter & Automation, Inc., DBA Badger Meter, for a Cloud Based Automatic Meter Reading System and Amendment with SunGard Public Sector as Part of the Water Meter Retrofitting Program Project 108068, F.9. Merced Integrated Regional Water Management Authority (MIRWMA) Joint Powers

Agreement, and F.12. Second Reading of Ordinance Dealing with Cardrooms, were pulled for separate consideration.

Approval of the Consent Agenda

A motion was made by Mayor Pro Tempore Pedrozo, seconded by Council Member Dossetti, to approve Consent Agenda.. The motion carried by the following vote:

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

F.2. **SUBJECT:** Information Only- Recreation & Parks Commission Minutes of September 28, 2015

REPORT IN BRIEF

For Information Only.

This Consent Item was approved.

F.3. **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.

F.4. **SUBJECT:** Boards and Commissions Annual Vacancies

REPORT IN BRIEF

Authorizes staff to seek applicants for vacancies due to terms expiring July 1, 2016.

RECOMMENDATION

City Council - Adopt a motion directing staff to notice:

- A. One upcoming vacancy on the Planning Commission and to seek applicants for the position; and,
- B. One upcoming vacancy on the Personnel Board and to seek applicants for the position; and,
- C. All other existing open seats on the City's Boards and Commissions and seek applicants for the positions.

This Consent Item was approved.

F.5.

SUBJECT: Distribution of Wahneta Hall Trust Funds

REPORT IN BRIEF

Consider approving the allocation of the 2016 Wahneta Hall Trust Funds.

RECOMMENDATION

City Council - Adopt a motion approving the recommendation by the Recreation and Parks Commission to allocate the 2016 Wahneta Hall Trust funds to the Kiwanis Club of Greater Merced; and authorizing the City Manager to execute the necessary documents.

This Consent Item was approved.

F.6.

SUBJECT: Request to Lower Swim Lesson Fees

REPORT IN BRIEF

Consider temporarily lowering swim lesson fees.

RECOMMENDATION

City Council - Adopt a motion approving the temporary reduction in the fees charged for swimming lessons, from \$35 to \$10 for lessons during the summer of 2016; and, authorizing the City Manager to execute the necessary documents.

This Consent Item was approved.

F.7.

SUBJECT: Contract with Badawi & Associates, Certified Public Accountants

REPORT IN BRIEF

Agreement for annual audit and related professional services with

Badawi & Associates, Certified Public Accountants.

RECOMMENDATION

City Council - Adopt a motion approving the contract with Badawi & Associates, Certified Public Accountants; and authorizing the City Manager to execute all necessary documents.

This Consent Item was approved.

F.10.

SUBJECT: Street Closure Request #16-07 for N Street During Construction of the UC Merced Downtown Center for Turner Construction on Behalf of UC Merced

REPORT IN BRIEF

Turner Construction, on behalf of UC Merced, is requesting the closure of N Street and adjacent sidewalks during the construction of the UC Merced Downtown Center from June 1, 2016, through November 30, 2017.

RECOMMENDATION

City Council - Adopt a motion approving the street and sidewalk closures as requested below by Turner Construction on behalf of UC Merced, from June 1, 2016, through November 30, 2017, subject to the conditions listed in the body of this report.

Requested street and sidewalk closures: Northbound lane (east side) of N Street between West 18th Street and West 19th Street; Sidewalk on north side of West 18th Street between N Street and Alley access into Merced Center Arcade; and Sidewalk on east side of N Street between West 18th Street and West 19th Street.

This Consent Item was approved.

F.11.

SUBJECT: Second Reading of Ordinance Dealing with Angle Parking, No Parking Zones, Freight and Passenger Loading Zones, and Accessible Passenger Loading Zone on N Street between W. 18th and W. 19th Streets

REPORT IN BRIEF

Second reading of previously introduced Ordinance.

RECOMMENDATION

City Council - Adopt **Ordinance 2458**, an Ordinance of the City Council of the City of Merced, California, amending Merced Municipal

Code Sections 10.28.090, "Angle Parking Permitted Where," 10.28.230, "No Parking Zone," and 10.32.050, "Freight and Passenger Loading Zones - Locations," and adding Section 10.28.059, "Accessible Passenger Loading Zones," to the Merced Municipal Code.

This Consent Item was approved.

F.1.

SUBJECT: "Information-Only" Contracts

REPORT IN BRIEF

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

AUTHORITY

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

Council Member BELLUOMINI pulled this item and asked for clarification.

Director of Development Services Dave GONZALVES discussed the deferral agreement.

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

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

F.8.

SUBJECT: Agreement with National Meter & Automation, Inc., DBA Badger Meter, for a Cloud Based Automatic Meter Reading System and Amendment with SunGard Public Sector as Part of the Water Meter Retrofitting Program Project 108068

REPORT IN BRIEF

Consider entering into a 10-year agreement with National Meter &

Automation, Inc., DBA Badger Meter, for a Cloud Based Automatic Meter Reading System, and amending the contract with SunGard Public Sector to develop an interface and module as part of the Water Meter Retrofitting Project.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the Master Agreement with National Meter & Automation, Inc., DBA Badger Meter, for the Cloud Based Automatic Meter Reading System as part of Project 108068; and,

B. Approving the contract amendment with SunGard Public Sector for interface and module development as part of Project 108068; and,

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

Mayor Pro Tempore PEDROZO pulled this item and asked if rates will be raised immediately.

Director of Public Works Ken ELWIN stated that rates will not be raised right away.

Council Member BELLUOMINI asked for an explanation on timing of the meters and customer confidentiality.

Mr. ELWIN discussed the urgency in purchasing the meters and the year-long effort installing the meters. He also discussed customer confidentiality and not allowing that information to be released.

Director of Information Technology Jeff BENNYHOFF discussed the technological side of the meters.

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

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

F.9.

SUBJECT: Merced Integrated Regional Water Management Authority (MIRWMA) Joint Powers Agreement

REPORT IN BRIEF

Considers approving a Joint Powers Agreement with local public agencies forming the Merced Integrated Regional Water Management Authority (MIRWMA) to coordinate on the goals and objectives outlined in the adopted 2013 Merced Integrated Regional Water Management Plan.

RECOMMENDATION

City Council - Adopt **Resolution 2016-14**, a Resolution of the City Council of the City of Merced, California, authorizing the execution of a Joint Powers Agreement with the County of Merced, City of Atwater, City of Livingston, Merced Irrigation District and Stevinson Water District Establishing the Merced Integrated Regional Water Management Authority (MIRWMA).

Council Member BELLUOMINI pulled this item to comment on the level of cooperation needed to form this Authority and to ask questions about the powers the Authority may have, including entering contracts, litigation, borrowing money, and leveying fees.

Director of Public Works Ken ELWIN explained the authorities that the City and the Joint Powers Authority will have. He stated the City will still maintain its power within its jurisdiction.

Council Member BELLUOMINI asked if this was a time-sensitive item.

Council Members continued discussion on the Joint Powers Authority and the authority it has over the County.

Council Member MURPHY suggested bringing this back to a future meeting.

A motion was made by Council Member Belluomini, seconded by Council Member Murphy, that this agenda item be continued to the next meeting. The motion carried by the following vote:

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

F.12.

SUBJECT: Second Reading of Ordinance Dealing with Cardrooms

REPORT IN BRIEF

Second reading of previously introduced Ordinance.

RECOMMENDATION

City Council - Adopt **Ordinance 2457**, an Ordinance of the City Council of the City of Merced, California, Amending Section 9.08.020, "Cards," of the Merced Municipal Code Relating to Cardrooms.

Council Member BELLUOMINI pulled this item to state his opposition.

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 Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 1 - Council Member Belluomini

Absent: 0

Clerk's Note: Council took a break at 10:17 PM and returned at 10:24 PM.

H. BUSINESS

H.1.

SUBJECT: Citizens' Oversight Committee - Measure C Appointment

REPORT IN BRIEF

Accept recommendation to fill Citizens' Oversight Committee - Measure "C" vacancy.

RECOMMENDATION

City Council - Adopt a motion accepting recommendation from the Citizens' Oversight - Measure "C" Committee and re-appointing one individual to the Southern District to serve as a member of the Committee.

A motion was made by Mayor Thurston, seconded by Mayor Pro Tempore Pedrozo, to reappoint Isabel Sanchez to the Measure C Committee. The motion carried by the following vote:

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

H.2. SUBJECT: Council Policy C-6

REPORT IN BRIEF

Council Policy C-6 is in response to City Council direction to staff to provide a yearly reviews of Charter Officers.

RECOMMENDATION

City Council - adopt a motion adding Council Policy C-6 to the City Council Administrative Policies and Procedures.

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

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

H.3. Council Member Lor Funding Request for Hmongstory 40 Exhibit

Council Member LOR made a motion to co-sponsor and provide funding for the event.

Council Members discussed the funding for this event, making it part of the budget process, and possible reimbursement.

Council Member LOR's motion failed for a lack of a second.

A motion was made by Council Member Murphy, seconded by Mayor Pro Tempore Pedrozo, to follow the budget policy and place it into the budget. The motion carried by the following vote:

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

No: 1 - Council Member Lor

Absent: 0

H.4. Presentation of Draft Budget for Fiscal Year 2016/2017

City Manager Steve CARRIGAN briefly summarized the draft budget for the fiscal year 2016/2017.

H.5. Request to Add Item to Future Agenda

No items were added to a future agenda.

H.6. City Council Comments

Council Member MURPHY reported on attending the Youth Council's Undivided Youth Fest Event, Boys and Girls Club Youth Center Event, OpenGov Training, the San Carlos City Council Meeting, the Main Street Association Meeting, taking first place in the chili cook-off at the Concerned Man Cook Event, and discussed the two UC Merced Student winners of the Stockton Entrepreneurship Challenge.

Mayor Pro Tempore PEDROZO reported on taking first place in appetizers and second in the main dish competition for the Concerned Men Cook Event, and attending the Undivided Youth Fest, and Boys and Girls Club Dinner.

Council Member BELLUOMINI reported on taking second place in desserts for the Concerned Men Cook Event and attending the League of California Cities Legislative Action Days in Sacramento.

Council Member DOSSETTI reported on attending the Boys and Girls Club Dinner, the Undivided Youth Fest, and the California High Speed Rail Authority meeting in San Jose. He also thanked Police Chief ANDRADE for the update on homicides.

I. ADJOURNMENT

Clerk's Note: The meeting adjourned at 10:45 PM.

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

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

No: 1 - Council Member Lor

Absent: 0



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

Monday, May 16, 2016

7:00 PM

A. CLOSED SESSION ROLL CALL

Mayor THURSTON called the Closed Session to order at 5:32 PM.

Clerk's Note: Council Member MURPHY arrived at 5:38 PM.

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

Absent: 0

B. CLOSED SESSION

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

B.2. **SUBJECT:** PUBLIC EMPLOYEE DISCIPLINE - Public Employee
Discipline/Dismissal/Release; Authority: Government Code Section
54957

C. CALL TO ORDER

Mayor THURSTON called the Regular Meeting to order at 7:00 PM.

C.1. Invocation - Chaplain James Sanders, Merced County Jail Ministry

The Invocation was delivered by Chaplain James SANDERS of the Merced County Jail Ministry.

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

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

Absent: 0

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

Mayor THURSTON reported that a unanimous vote was made to terminate the City Attorney's contract with the City of Merced without cause, effective immediately.

F. CEREMONIAL MATTERS

F.1. Collections System Award for Sewer and Storm Drain - Presented by CWEA Members Phil Scott, Scott Jacobs, and Ken Merkle

CWEA Members Phil SCOTT and Ken MERKLE presented the Collections System Award for Sewer and Storm Drain to the City of Merced Public Works Department.

F.2. Proclamation - Public Works Week

Council Member BELLUOMINI presented Director of Public Works Ken ELWIN with the Proclamation for Public Works Week.

F.3. Habitat for Humanity Award to Housing Department

Anita HALLAM from Habitat for Humanity Stanislaus County presented the City of Merced Housing Department with the City Partnership Award.

G. SPECIAL PRESENTATIONS

G.1. Launch of City's New Website - Jeff Bennyhoff, Information Technology Director

Information Technology Director Jeff BENNYHOFF gave a slide show presentation on the launch of the City's new website.

H. WRITTEN PETITIONS AND COMMUNICATIONS

There were no written petitions or communications.

I. ORAL COMMUNICATIONS

Rich MILLER, Merced - spoke on the honorary name change to M Street.

Monica VILLA, Merced - spoke on homelessness.

J. CONSENT CALENDAR

Items J.8. Award Bid to D.A. Wood Construction, Inc., for the Sewer & Water Main Replacement in Alley Between 21st-22nd Street and W-U Street Project 116039 and J.12. Appropriation for the Merced Regional Airport Runway Remarking, Taxiway Center Line Remarking, and Holding Position Remarking, were pulled for separate consideration.

Approval of the Consent Agenda

A motion was made by Mayor Pro Tempore Pedrozo, seconded by Mayor Thurston, to approve the Consent Agenda.. The motion carried by the following vote:

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

J.1. **SUBJECT:** Information Only- Recreation & Parks Commission Minutes of November 23, 2015 and March 28, 2016

REPORT IN BRIEF

For Information Only.

This Consent Item was approved.

J.2. **SUBJECT:** Information Only-Bicycle Advisory Minutes of April 28, June 23, August 25, October 27, and December 8, 2015 and February 23, 2016

RECOMMENDATION

For information only.

This Consent Item was approved.

J.3. **SUBJECT:** Information Only-Site Plan Review Minutes of November 12, 2015 and January 7, 2016

RECOMMENDATION

For information only

This Consent Item was approved.

- J.4.** **SUBJECT:** Information Only-Planning Commission Minutes of December 9, 2015, and January 6, February 3 and 17, March 23, and April 6, 2016

RECOMMENDATION

For information only

This Consent Item was approved.

- J.5.** **SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of December 7, 2015, December 21, 2015 and January 4, 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 December 7, 2015, December 21, 2015 and January 4, 2016.

This Consent Item was approved.

- J.6.** **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.

- J.7.** **SUBJECT:** City School District Crossing Guard Agreement

REPORT IN BRIEF

Authorize a one-year agreement with the City School District to reimburse a portion of the cost associated with the School Crossing Guard Program.

RECOMMENDATION

City Council - Adopt a motion approving the agreement with the Merced City School District for reimbursement of a portion of the cost associated with the School Crossing Guard Program and authorizing the City Manager to execute the necessary documents.

This Consent Item was approved.

J.9.

SUBJECT: Merced Integrated Regional Water Management Authority (MIRWMA) Joint Powers Agreement

REPORT IN BRIEF

Considers approving a Joint Powers Agreement with local public agencies forming the Merced Integrated Regional Water Management Authority (MIRWMA) to coordinate on the goals and objectives outlined in the adopted 2013 Merced Integrated Regional Water Management Plan.

RECOMMENDATION

City Council - Adopt **Resolution 2016-14**, a Resolution of the City Council of the City of Merced, California, authorizing the execution of a Joint Powers Agreement with the County of Merced, City of Atwater, City of Livingston, Merced Irrigation District and Stevinson Water District Establishing the Merced Integrated Regional Water Management Authority (MIRWMA).

This Consent Item was approved.

J.10.

SUBJECT: Memorandum of Understanding Among Agencies Within the Merced Groundwater Sub-Basin Following the Sustainable Groundwater Management Act (SGMA)

REPORT IN BRIEF

An introduction to the Sustainable Groundwater Management Act (SGMA) and adoption of a Memorandum of Understanding with various water agencies within the Merced Groundwater Sub-Basin following the Sustainable Groundwater Management Act (SGMA).

RECOMMENDATION

City Council - Adopt a motion to enter into a Memorandum of Understanding with various water agencies within the Merced Groundwater Sub-Basin following the Sustainable Groundwater Management Act (SGMA) and authorize the City Manager to execute

the necessary documents.

This Consent Item was approved.

J.11.

SUBJECT: Agreement for Professional Services with THOR, Inc.
for AS/400 Programming Services

REPORT IN BRIEF

Authorizing a Professional Services Agreement with THOR, Inc. for \$165,000 for AS/400 programming services to support SunGard financial application suite.

RECOMMENDATION

City Council - Adopt a motion approving Professional Services Agreement with THOR, Inc.; and, authorizing the City Manager to execute the necessary documents.

This Consent Item was approved.

J.8.

SUBJECT: Award Bid to D.A. Wood Construction, Inc., for the Sewer &
Water Main Replacement In Alley Between 21st-22nd Street & W-U
Street Project 116039

REPORT IN BRIEF

Consider awarding a construction contract in the amount of \$455,481 for the replacement of the sewer and water mains within the alley between 21st-22nd Streets and W-U Streets.

RECOMMENDATION

City Council - Adopt a motion:

A. Awarding the bid for the Sewer & Water Main Replacement In Alley Between 21st-22nd Street & W-U Street Project 116039, to D. A. Wood Construction, Inc., in the amount of \$455,481; and,

B. Authorizing the City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

Council Member DOSSETTI pulled this item to ask about the proposed dollar amount.

Merced City Architect John SAGIN explained that the dollar amount is based solely on construction.

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

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

J.12.

**SUBJECT: Appropriation for the Merced Regional Airport Runway
Remarking, Taxiway Center Line Remarking, and Holding Position
Remarking**

REPORT IN BRIEF

Merced Regional Airport is requesting Council's consideration in authorizing a transfer in the amount of \$50,000 from Fund 448 Airport Industrial Park CIP to Fund 461 Airport CIP and appropriating to cover costs for runway remarking, taxiway center line remarking, and holding position remarking.

RECOMMENDATION

City Council - Adopt a motion authorizing a transfer from Fund 448 Airport Industrial Park CIP Fund in the amount of \$50,000 to Fund 461 Airport CIP Fund and appropriating to Project #116047 Remark Runway/Taxiway.

Mayor Pro Tempore PEDROZO pulled this item to ask for clarification on the funds.

Director of Public Works Ken ELWIN explained that money will be put back into the Airport Fund.

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

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

K. BUSINESS

- K.1. **SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: City Attorney; Government Code 54957 (If Elected by Employee)**

Clerk's Note: This item was not discussed in an open session.

- K.2. **SUBJECT: PUBLIC EMPLOYEE DISCIPLINE - Public Employee Discipline/Dismissal/Release; Authority: Government Code 54957 (If Elected by Employee)**

Clerk's Note: This item was not discussed in an open session.

- K.3. **SUBJECT: Approval of Letter to Adam Gray**

REPORT IN BRIEF

Letter of support for funding the violence interruption/prevention emergency response (VIPER) program in Merced County.

RECOMMENDATION

City Council - Adopt a motion approving letter of support for funding the VIPER program in Merced County.

City Manager Steve CARRIGAN read a letter from Adam Gray requesting the City's support of the VIPER Program.

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

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

- K.4. Request to Add Item to Future Agenda

Council Member MURPHY requested to add an item on Veteran Homelessness (Mayors Challenge).

- K.5 City Council Comments

Mayor Pro Tempore PEDROZO reported attending the One Voice trip to Washington DC. He also encouraged people to attend the Wounded Warriors Softball game at Merced High School.

Council Member MURPHY reported attending the One Voice trip to

Washington DC.

Mayor THURSTON reported attending the Welcome Home Heros Event.

Council Member DOSSETTI encouraged people to attend the Peace Officer Memorial at the Merced Theater.

L. ADJOURNMENT

Clerk's Note: The meeting adjourned at 7:59 PM.

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: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0



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, May 19, 2016

5:30 PM

A. CALL TO ORDER

Mayor THURSTON called the Special Budget Review Session to order at 5:31 PM.

A.1. Pledge of Allegiance to the Flag

B. ROLL CALL

Clerk's Note: Council Member LOR arrived to the meeting at 5:34 PM.

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

Absent: 0

C. SPECIAL PRESENTATIONS

C.1. Departmental Reviews - Presented by Steve Carrigan, City Manager

1. Public Safety - Police/Fire
2. Development Services/Housing/Engineering
3. Information Technology
4. Support Services
5. Finance Department
6. Public Works
7. City Manager

City Manager Steve CARRIGAN gave a slide show presentation on the City Departments. He noted different positions being added in addition to equipment that needs to be updated and how those items affect the overall budget.

Mr. CARRIGAN discussed the addition of Community Service Officers, new weapons, and new camera systems for the Police Department.

Mr. CARRIGAN discussed the need for a special Fire response vehicle at the Airport.

Fire Chief HENRY discussed the need for a permanent firefighter at the

Merced Airport and the impact the Fire Station located near the Airport had on response times.

Council Member BLAKE asked about the daily staffing at the Airport.

Chief HENRY explained that staffing was affected by the daily flights.

Council Member LOR asked about the types of calls the Fire Department receives and how hard it would be to re-certify the airport.

Chief HENRY discussed various types of calls they had received.

Mr. CARRIGAN discussed re-certification of the airport if needed.

Council Members asked about new firefighters and options to maintain the airport.

Chief HENRY explained the need for new firefighters and to have the airport staffed with a firefighter so that stations can maintain better response times for calls. He also discussed the standards of coverage.

Council Member BELLUOMINI asked about the current state of "brownouts" and whether that could be an option for manning the Airport.

Chief HENRY opposed going back to "brownouts," due to the age of the ladder truck and its impending replacement.

Council continued to discuss the staffing issue at the airport.

Council Members asked about completion of the standards of coverage, potential liabilities for not adding additional fire fighters per the standards of coverage, and the need for the standards of coverage document.

Chief HENRY stated the standards of coverage was fifty percent complete and explained the importance of the document.

Council Member BLAKE stated his opposition on spending money on the standards of coverage document.

Council Member MURPHY asked about projected fee revenue of the inspections.

Chief HENRY stated it would be a full cost recovery that could cover the cost of a new Fire Marshall.

Chad ENGLERT, Firefighter's Association, Merced - spoke on hiring fire fighters, the funding of firefighters for the airport, and the staffing model issue.

Mr. CARRIGAN continued his slide show presentation on Development Services/Housing/Engineering, Public Works, Information Technology, Support Services, Finance Department, and the City Manager's Department.

Council Member BELLUOMINI asked for clarification on a ballot measure listed for 2021.

Finance Officer Brad GRANT stated that the idea was to go to the public about five years before Measure C expired.

Council Member BELLUOMINI asked for clarification on Maintenance Districts budgets.

Mr. GRANT explained different expenses related to Maintenance Districts.

Council Member BELLUOMINI asked for clarification on several Police budget items.

Police Chief Norman ANDRADE stated that several factors must be taken into account to decide how many officers would be needed in a City the size of Merced.

Pali MOUA, Merced - requested more Hmong police officers.

Council Member BELLUOMINI asked questions about fleet replacement and water mandates.

Public Works Director Ken ELWIN responded about the necessity of new vehicles.

Mayor Pro Tempore PEDROZO asked about Measure C.

City Manager Steve CARRIGAN discussed the plan for Measure C.

Council Member MURPHY asked about RDA revenues, vacant police positions and possibly offering hiring bonuses, and moving forward with the recharge project for water.

Mr. GRANT explained that RDA revenues were being kept in a separate account.

Director of Public Works Ken ELWIN discussed the issues with the recharge project in the City of Merced.

D. PUBLIC COMMENT

No members of the public spoke during this item.

E. ADJOURNMENT

Clerk's Note: The Special Budget Review Session was adjourned at 7:32 PM.

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

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0



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, May 26, 2016

5:30 PM

A. CALL TO ORDER

Mayor THURSTON called the Special Budget Review Session to order at 5:33 PM.

A.1. Pledge of Allegiance to the Flag

B. ROLL CALL

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

Absent: 0

C. SPECIAL BUDGET PRESENTATIONS

C.1. Departmental Reviews - Presented by Steve Carrigan, City Manager

1. Economic Development
2. Recreation/Youth Services

Director of Economic Development Frank QUINTERO gave a slide show presentation on Economic Development, explaining the building momentum in Merced. He spoke on UC Merced, High Speed Rail, bringing residential to the Downtown core, and the need for more industrial land.

Council Member MURPHY asked about possible Redevelopment Agency replacements, parking lots being used as an equity contribution, impact and water connection fees, and the uses for the Economic Development Fund. He also voiced support for an update to the Sign Code Ordinance.

Mr. QUINTERO explained the benefits of the enhanced infrastructure district. He discussed the parking in the downtown area, the impact and water connection fees, and the Economic Development Fund coming from the sale of the Pepsi plant.

Council Member LOR asked about marketing and staying competitive with other cities, new business incentives, and the Empower Program. He

expressed concern with parking downtown.

Mr. QUINTERO discussed the City providing real-time data to developers to compare with other market areas, the success of the New Business Incentive Program, and working with the County on the Empower Program.

Council Member BELLUOMINI requested a change be made to the objectives in the Economic Development section of the budget to reflect what was in the slide show. He asked for clarification on the Welcome Center budget. He stated approval of the Economic Opportunity Fund.

Mr. QUINTERO explained why the Welcome Center budget was the same as last year's budget. He stated that the funding was seed money and that one Development associate would be moved into Economic Development.

Mayor THURSTON asked about a timeline for the fiber optics.

Mr. QUINTERO stated that if they were to get funding, it would be an 18-to-24 month project.

Ramon PRADO, Delhi - stated that small business should be a priority to the City of Merced and that the City should work more with small businesses.

Sister Kate, Merced - asked about the position Economic Development has on CBD, a form of cannabis.

Gloria SANDOVAL, Merced - asked if part of the Economic Development includes affordable housing development.

Mr. QUINTERO explained that affordable housing is handled by the Housing Department and won't be a part of the Economic Development Budget.

Daniel SABZEHZAR, Merced - stated that the money offered through the New Business Incentive Program is not enough and asked about incentives for students at the College, the UC and High School to start small businesses in Merced.

Mr. QUINTERO discussed the action plan which includes the UC.

Assistant to the City Manager Mike CONWAY gave a slide show presentation on the Recreation and Youth Services. He gave a brief overview of the types of programs offered and the locations for the

programs. He expanded by discussing new programs being offered. He spoke about plans for the Youth Council.

Mayor THURSTON asked where to find the different programs the Recreation and Parks Department offers and asked about Youth Leadership.

Mr. CONWAY referred to the City of Merced's website under the Recreation and Parks Department. He explained that the Youth Leadership Institute offers training.

Mayor Pro Tempore PEDROZO asked how much the Youth Council spent last year and if there was outreach to teachers for support.

Mr. CONWAY stated the Youth Council spent \$10,000 and that there hadn't been any outreach to teachers at this point in time.

Council Member LOR expressed his support for a full-time staff member for the Youth Council.

City Manager Steve CARRIGAN asked about Youth Council terms. He also discussed filling the seats for the Youth Council, and needing details from Building Healthy Communities (BHC) for the money that was requested.

Mr. CONWAY explained that there is a one-year probation and members term out once they have graduated from High School.

Tatiana VIZCAINO-STEWART, Merced - gave a presentation on the Youth Council and BHC's role with the Youth Council.

Council Member DOSSETTI asked if BHC submitted a plan to the City for the money that was requested.

Ms. VIZCAINO-STEWART explained that they conducted a research process that estimated the money to fund the Youth Council.

Corrine CHAVEZ, Merced - spoke on the Parks and Recreation Commission meeting and the resources that they provide for the community. She also spoke on the Youth Council and gaining new applicants.

Julie, Program Director at Simple Equations, Merced - clarified that McNamara is open five days a week and the regular time is from 3:00 - 6:00 PM.

Sol RIVAS, Merced - encouraged the Council to invest in the Youth.

Edward SALAS, Merced - spoke on investing in the Youth Council.

Merced Resident, spoke on investing in the Youth.

Chantel NUGENT and Joyce DALE, Merced - spoke on investing in the Youth.

Jesus DURAN, Merced - thanked the Council for the programs that he is a part of and spoke on the Youth Council.

Ruth TOMLINSON, Merced - spoke on the maintenance of McNamara Park and Joe Herb Park.

Tommy YANG, Merced - asked about getting the youth involved in building the gazebo for the McNamara Park, programs using school computer labs, and competitive activities.

Mayor THURSTON discussed the Youth Council Budget and the "rainy day" fund and making a commitment by increasing the budget.

Council Member BELLUOMINI discussed the new positions and the proposed budget for the Recreation and Parks Department and the importance of making youth activities a priority. He suggested that funding an additional position would help the programming side of Recreation.

Mayor Pro Tempore PEDROZO discussed the recession, evaluating the job descriptions and employees, replacing equipment and updating technology, and looking at the overall aspect of the budget.

Council Member MURPHY discussed the connection that needs to be made between the Youth Council and the City Council.

Council Member LOR suggested working with community groups.

Council Member BLAKE asked about the training and the sustainability of the training.

Mr. CONWAY discussed that not only the Youth Council will be trained, but staff will be trained as well.

Council Member BELLUOMINI reiterated his position on adding to the

Recreation budget.

C.2. Other Budget Considerations

1. Reorganization
2. New Positions
3. Future Budget Issues

Council Member BELLUOMINI asked about the discussion on parks and street trees.

Mayor THURSTON requested to move this item to the next agenda.

D. PUBLIC COMMENT

Clerk's Note: There were no speakers.

E. CLOSED SESSION

Clerk's Note: Council adjourned to Closed Session at 9:09 PM and adjourned from Closed Session at 9:25 PM.

E.1.

SUBJECT: PUBLIC EMPLOYMENT - TITLE: Interim City Attorney;
AUTHORITY: Government Code 54957.

F. REPORT OUT OF CLOSED SESSION

Mayor THURSTON reported that Council voted to appoint Chief Deputy City Attorney Kelly FINCHER as Interim City Attorney in a 5-2 vote.

G. ADJOURNMENT

Clerk's Note: The Special Budget Review Meeting adjourned at 9:26 PM.

A motion was made by Council Member Lor, seconded by Council Member Blake, to adjourn the meeting. The motion carried by the following vote:

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0



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, February 23, 2017

6:00 PM

A. CALL TO ORDER

Mayor MURPHY called the Town Hall Meeting to order at 6:05 PM.

Clerk's Note: Council Member MCLEOD arrived at 6:10 PM.

Clerk's Note: The Town Hall Meeting was held at Tenaya Middle School, 760 W. 8th Street, Merced.

A.1. Pledge of Allegiance to the Flag

B. ROLL CALL

Present: 7 - Mayor Mike Murphy, Mayor Pro Tempore Kevin Blake, Council Member Joshua Pedrozo, Council Member Michael Belluomini, Council Member Anthony Martinez, Council Member Jill McLeod, and Council Member Matthew Serratto

Absent: 0

C. OPENING COMMENTS

C.1. Mike Murphy - Mayor

Mayor MURPHY welcomed everyone to the Town Hall Meeting and had Council Members introduce themselves.

Police Chief Norm ANDRADE spoke on the decrease in crime and clarified the number of uses of force from the 2016 Crime Report.

Director of Economic Development Frank QUINTERO spoke on the potential grocery store located at Childs Avenue and Canal Street.

D. PUBLIC COMMENT

Clifford DALE, Merced - spoke on his concerns for the health and safety of Southside Merced, inadequate lighting at bus stops, no bus shelters or turnouts, and infrastructure.

Isabel SANCHEZ, Merced - thanked the Council for the support of the four

way stop on Childs Avenue and R Street. She also asked about the start date for the N Street road project.

Reynaldo CERVANTE, Merced - asked if the Merced Police Department would help with the immigration policy. He also spoke on the fears he and his family have and asked what the Council will do for the immigrant community.

Mayor Pro Tempore BLAKE explained that the local law enforcement does not have the authority to deport people. He encouraged everyone to call the police if they have been victimized no matter their citizenship.

Council Member SERRATTO explained how the District Attorney's Office helps people with their immigration status.

Merced County Board of Supervisors District 1 Rodrigo ESPINOSA, Merced - stated his support to partner with the City of Merced and County Staff to address immigration issues and stated that he spoke with Sheriff WARNKE to do a joint presentation on this issue.

Claudia GONZALEZ, Merced - asked about the Council's plan of action for the youth and for the Council to be champions for the youth.

Mayor MURPHY discussed the parks and added programming that are available to the youth and a youth center that is now open with the help of non-profit organizations. He also spoke about partnerships with non-profit organizations.

Council Member MCLEOD discussed having more resources for the youth and encouraged the schools, the medical field, the arts and music field to get involved.

Council Member MARTINEZ spoke on the unified commitment the Council has for the youth.

Council Member PEDROZO discussed the lack of partnerships with organizations. He also discussed a Saturday academy the high schools offer and internship opportunities with the City.

Maria NAVARRETE, Merced - spoke on the conditions of the benches in South Merced and the trees up-rooting the sidewalks. She asked if it is legal to walk Pitbull dogs on a leash because she was attacked once.

Mayor MURPHY spoke on Measure V and the money from that will go to

roads and sidewalks. He also discussed Animal Control and having more resources.

Victor GONZALEZ, Merced - spoke on immigration, protection and not being afraid to go to school.

Kimberly REJOS, Merced - spoke on racism and doesn't want her family to be separated.

Karla GONZALVES, Merced - stated she is proud to be a part of this community. She spoke on bathroom maintenance at McNamara Park and the limited access to the park. She also stated that there are people wanting to volunteer to help cleanup the park.

Miguel GARCIA, Merced - spoke on unsafe routes to school and rising water bill.

Guadalupe CARVAJAL, Merced - thanked the Council and the audience for their attendance. She spoke on a petition to allow Merced to be a Sanctuary City.

Adriana FLORES, Merced - asked about Merced becoming a Sanctuary City. She also spoke on the disrepair of the alleys in the City.

Randi OCENA, Merced - spoke on the Immigration Police having the ability to train local law enforcement and if our local law enforcement will participate.

Pali MOUA, Merced - spoke on the fee increase for funeral services on Sundays.

Kaitlyn OVIERA, Merced - spoke on limited access residents have at McNamara Park.

Anna Maria FABIAN, Merced - asked for Merced to be a Sanctuary City.

Arlet, Merced - spoke on Merced becoming a Sanctuary City, the limited access to McNamara Park, and the VIPER Program.

Liliana PRADO, Merced - thanked Council for having a Town Hall Meeting in South Merced. She asked to meet with Council Members to discuss Sanctuary Cities.

Caesar DURAN, Merced - spoke on the conditions of McNamara Park and

the bathrooms. He asked how the community and the City could work together to clean up McNamara Park.

Dianna WESTMORELAND, Merced - spoke on Sanctuary City, dual use for tax payer dollars, partnerships with schools to provide more activities for the youth, park and tree maintenance, County islands, and safe routes to school. She also asked why a for-profit entity was controlling McNamara Park and if there will be an oversight committee for Measure V.

Elizabeth ARIANO, Merced - asked the Council to invest more in the youth and more funding for the Youth Council.

Kelly TURNER, Merced - spoke on meeting with Council Members to discuss the Youth.

Nathaniel ROMOS, Merced - spoke on the conditions of McNamara Park and giving the public access to the park. He stated he wants a safer and better community.

Marilyn MOCHELLE, Merced - spoke on advocating for equity in Merced.

Molly CAROL, Merced - spoke on bicyclist interactions with police. She asked about the release of police body cameras and for clear and official policy to achieve clarity and transparency.

David DANIELS, Merced - asked the City to declare Merced a Sanctuary City and to protect LGBT rights.

Mi HAN, Merced - spoke on trees up-rooting sidewalks and stated her support for a Sanctuary City.

Alexander SALAS, Youth Council, Merced - announced cleanup dates for City parks.

E. ADJOURNMENT

Clerk's Note: The Town Hall Meeting was adjourned at 8:02 PM.

A motion was made by Mayor Pro Tempore Blake, seconded by Council Member Martinez, that the Town Meeting be adjourned. The motion carried by the following vote:

Aye: 7 - Mayor Murphy, Mayor Pro Tempore Blake, Council Member Pedrozo, Council Member Belluomini, Council Member Martinez, Council Member McLeod, and Council Member Serratto

No: 0

Absent: 0



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

Monday, March 6, 2017

7:00 PM

A. CLOSED SESSION ROLL CALL

Clerk's Note: Council Member MCLEOD arrived at 6:02 PM.

Present: 7 - Council Member Michael Belluomini, Council Member Anthony Martinez, Council Member Jill McLeod, Council Member Joshua Pedrozo, Council Member Matthew Serratto, Mayor Mike Murphy, and Mayor Pro Tempore Kevin Blake

Absent: 0

B. CLOSED SESSION

Clerk's Note: Council adjourned to Closed Session at 5:32 PM.

B.1.

SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Property: 3033 G Street, Merced, CA APN 007-350-009 and City of Merced Property 301 E Yosemite Ave, Merced, CA APN 231-040-021; Agency Negotiator: Frank Quintero, Director, Economic Development; Negotiating Parties: Kevin Crawford representing McClatchey Newspapers Inc. and City of Merced and; Under Negotiation: Price and Terms of Payment.

B.2.

SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9: 1 Case

B.3.

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

Clerk's Note: Council adjourned from Closed Session at 6:57 PM.

C. CALL TO ORDER

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

C.1. Invocation - Monika Grasley, Lifeline Community Development Corporation

The invocation was delivered by Monika GRASLEY from Lifeline

Community Development Corporation.

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

Present: 7 - Council Member Michael Belluomini, Council Member Anthony Martinez, Council Member Jill McLeod, Council Member Joshua Pedrozo, Council Member Matthew Serratto, Mayor Mike Murphy, and Mayor Pro Tempore Kevin Blake

Absent: 0

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 the 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 the Public Financing and Economic Development Authority receive no compensation.

E. REPORT OUT OF CLOSED SESSION

There was no report.

F. SPECIAL PRESENTATIONS

F.1. Update on Water Meters

Director of Public Works Ken ELWIN, gave a slide show presentation updating the status of water meters.

G. CEREMONIAL MATTERS

G.1. **SUBJECT:** Proclamation - Multiple Sclerosis Awareness Week

REPORT IN BRIEF

Received by Yvette R. Brisco, 2017 Walk MS Ambassador.

Mayor MURPHY presented Yvette R. BRISCO the proclamation for Multiple Sclerosis Awareness Week.

G.2. **SUBJECT:** Proclamation in Honor of Bishop Dwight Amey

REPORT IN BRIEF

Received by Bishop Dwight Amey's Family.

Mayor MURPHY presented the AMEY Family with a proclamation honoring Bishop Dwight AMEY.

H. WRITTEN PETITIONS AND COMMUNICATIONS

The Clerk's Office did not receive any written petitions and communications.

I. ORAL COMMUNICATIONS

Will SKAARUP, CannaGroup, Eureka, CA, - encouraged the Council to allow a cannabis distributor in the City.

Bruce METCALF, Rescue Mission, Merced, - spoke on the new location of the Rescue Mission and thanked the City Council, City Manager, and the Fire Department for their support.

Monica VILLA, Merced - spoke on the new start time for Council Meetings and other various topics.

J. CONSENT CALENDAR

Items J.8. Consider Increasing the Construction Contingency Percentage for the Waste Water Treatment Plant Headworks Corrosion Control Project 116018 and J.9. Second Reading - Ordinance 2469 "Regulated Communications in City Procurement Process" Adding Chapter 3.06 to the Merced Municipal Code were pulled for separate consideration.

Approval of the Consent Agenda

A motion was made by Council Member Pedrozo, seconded by Mayor Pro Tempore Blake, to approve the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Council Member Belluomini, Council Member Martinez, Council Member McLeod, Council Member Pedrozo, Council Member Serratto, Mayor Murphy, and Mayor Pro Tempore Blake

No: 0

Absent: 0

J.1. **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.

J.2.

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.

This Consent Item was approved.

J.3.

SUBJECT: Information Only- Recreation and Parks Commission Minutes from January 23, 2017

REPORT IN BRIEF

For information only

This Consent Item was approved.

J.4.

SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of February 6, 2017 and February 8, 2017.

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 February 6, 2017 and February 8, 2017.

This Consent Item was approved.

J.5.

SUBJECT: Acceptance of Fiscal Year 2016 State Homeland Security Grant Program (SHSGP) Funds for the Purchase of Confined Space Rescue Equipment

REPORT IN BRIEF

Consider accepting additional Fiscal Year 2016 SHSGP funds for the purchase of Confined Space Rescue Equipment, and appropriate supplemental funds to complete the purchase.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving **Resolution 2017-11**, a Resolution of the City Council of the City of Merced, California, authorizing the City Manager or Assistant City Manager to Execute the California Governor's Office of Emergency Services Fiscal Year 2016 Grant Assurances Agreement; and,

B. Accepting Fiscal Year 2016 SHSGP grant funds in the amount of \$6,540.00 as revenue in the Intergovernmental - State Government Grants - Other State Grants account 001-0901-324.02-00; and,

C. Appropriating \$6,540.00 to the Machinery/Equipment account 001-0901-522.26-00 to purchase Confined Space Rescue equipment; and,

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

This Consent Item was approved.

J.6.

SUBJECT: Consideration of Ordinance Amending Chapter 01.08 of the Merced Municipal Code Regarding Custody and Use of the City's Seal

REPORT IN BRIEF

Consider adoption of City Ordinance that confirms that the City Clerk is the Custodian of the City Seal and prohibits the use by any person of the seal of the City of Merced, or any imitations or derivations thereof.

RECOMMENDATION

City Council - Adopt a motion introducing **Ordinance 2473**, an Ordinance of the City Council of the City of Merced, California, Amending Chapter 1.08, "City Seal," of the Merced Municipal Code Regarding the Use of the City Seal.

This Consent Item was approved.

J.7. SUBJECT: Support Transportation Funding Legislation

REPORT IN BRIEF

Seeking Council support of transportation funding legislation that is in the State Assembly and Senate.

RECOMMENDATION

City Council- Adopt a motion supporting new Transportation Funding legislation in the state and directing staff to produce letters of support and other materials to reflect the City's position.

This Consent Item was approved.

J.8. SUBJECT: Consider Increasing the Construction Contingency Percentage for the Waste Water Treatment Plant Headworks Corrosion Control Project 116018

REPORT IN BRIEF

Authorizes approval to increase the construction contingency from 10% to 15% of the original construction contract award amount, for a total of up to \$13,557.85 of additional work.

RECOMMENDATION

City Council - Adopt a motion increasing the contingency up to 15% for the Waste Water Treatment Plant (WWTP) Headworks Corrosion Control Project 116018; and, authorizing the City Manager or Assistant City Manager to sign the necessary documents.

Council Member BELLUOMINI pulled this item to ask about the increase in contingency.

Associate Engineer Joel SVENDSEN explained a design change requiring more concrete for equipment.

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

Aye: 7 - Council Member Belluomini, Council Member Martinez, Council Member McLeod, Council Member Pedrozo, Council Member Serratto, Mayor Murphy, and Mayor Pro Tempore Blake

No: 0

Absent: 0

J.9. SUBJECT: Second Reading - Ordinance No. 2469 "Regulated

Communications in City Procurement Process” Adding Chapter
3.06 to the Merced Municipal Code

REPORT IN BRIEF

Second reading of previously introduced Ordinance.

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance 2469**, an Ordinance of the City Council for the City of Merced, California adding Chapter 3.06, regulated communications in City procurement process to the Merced Municipal Code.

Council Members SERRATTO and PEDROZO pulled this item to state their opposition.

Council Member SERRATTO stated he would do the research and draft a new ordinance.

Robert DYLINE, Merced Chamber of Commerce, Merced - stated his opposition to the ordinance.

Council discussed different options for a policy or ordinance and types of things that could be included.

Council Member BELLUOMINI spoke about fairness in the process.

A motion was made by Council Member Pedrozo, seconded by Mayor Pro Tempore Blake, to not adopt Ordinance 2469. The motion carried by the following vote:

Aye: 5 - Council Member McLeod, Council Member Pedrozo, Council Member Serratto, Mayor Murphy, and Mayor Pro Tempore Blake

No: 2 - Council Member Belluomini, and Council Member Martinez

Absent: 0

K. BUSINESS

K.1. SUBJECT: Selection of Date for Planning Commission Interviews

REPORT IN BRIEF

Available dates for a Special Meeting to conduct Planning Commission interviews are March 13, 14, 15, 16, 23, 28, 29, and 30.

RECOMMENDATION

City Council - Adopt a motion selecting a date for holding Planning Commission Interviews and confirming a 6 PM start time.

A motion was made by Council Member Pedrozo, seconded by Mayor Pro Tempore Blake, to hold the Planning Commission interviews on March 14th at 6:30 PM. The motion carried by the following vote:

Aye: 7 - Council Member Belluomini, Council Member Martinez, Council Member McLeod, Council Member Pedrozo, Council Member Serratto, Mayor Murphy, and Mayor Pro Tempore Blake

No: 0

Absent: 0

K.2. Request to Add Item to Future Agenda

There were no items added to a future agenda.

K.3. City Council Comments

Council Member BELLUOMINI requested an update on the High Speed Rail contract.

Council Member PEDROZO thanked Recreation and Parks for their work on the Youth Basketball City League Program.

Council Member MARTINEZ reported on attending the Weaver Performing Arts production of the Wizard of OZ.

Mayor MURPHY reported on attending the Valley Voice Delegation in Sacramento.

L. ADJOURNMENT

Clerk's Note: The Regular Meeting adjourned at 8:17 PM.

A motion was made by Council Member Pedrozo, seconded by Mayor Pro Tempore Blake, that this the Regular Meeting be adjourned. The motion carried by the following vote:

Aye: 7 - Council Member Belluomini, Council Member Martinez, Council Member McLeod, Council Member Pedrozo, Council Member Serratto, Mayor Murphy, and Mayor Pro Tempore Blake

No: 0

Absent: 0



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, March 7, 2017

6:00 PM

Special Closed Session Only 6:00 PM

Clerk's Note: Mayor MURPHY called the Closed Session to order at 6:08 PM.

A. CLOSED SESSION ROLL CALL

Present: 6 - Council Member Michael Belluomini, Council Member Anthony Martinez, Council Member Jill McLeod, Council Member Joshua Pedrozo, Council Member Matthew Serratto, and Mayor Mike Murphy

Absent: 1 - Mayor Pro Tempore Kevin Blake

B. CLOSED SESSION

Clerk's Note: Council Member MCLEOD arrived to Closed Session at 6:09 PM.

B.1. **SUBJECT:** PUBLIC EMPLOYEE PERFORMANCE EVALUATION -
Title: Finance Officer; Authority: Government Code Section 54957

B.2. **SUBJECT:** PUBLIC EMPLOYEE APPOINTMENT - Title: Interim
Finance Officer; AUTHORITY: Government Code 54957.

Clerk's Note: Council adjourned from Closed Session at 7:04 PM.

C. REPORT OUT OF CLOSED SESSION

Mayor MURPHY reported accepting the resignation of Finance Officer Brad GRANT and appointing Assistant City Manager Stephanie DIETZ as Interim Finance Officer.

D. ADJOURNMENT

Clerk's Note: The Special Meeting adjourned at 7:06 PM.

A motion was made by Council Member Belluomini, seconded by Council Member Pedrozo, that the Closed Session be adjourned. The motion carried by the following vote:

Aye: 6 - Council Member Belluomini, Council Member Martinez, Council Member McLeod,
Council Member Pedrozo, Council Member Serratto, and Mayor Murphy

No: 0

Absent: 1 - Mayor Pro Tempore Blake



ADMINISTRATIVE REPORT

Agenda Item H.5.

Meeting Date: 4/3/2017

Report Prepared by: Steve Carrigan - City Manager

SUBJECT: Authorization of Signing Authority for City Bank Accounts and Local Agency Investment Fund

REPORT IN BRIEF

Consider granting the City's Interim Finance Officer signing authority for City bank accounts and Local Agency Investment Fund.

RECOMMENDATION

City Council/Public Financing and Economic Development Authority/Parking Authority - Adopt a motion:

- A. Adopting **Resolution 2017-15**, a Resolution of the City Council of the City of Merced, California, authorizing signature of City checks; and,
- B. Adopting **Resolution 2017-16**, a Resolution of the City Council of the City of Merced, California, authorizing investment of City of Merced monies in Local Agency Investment Fund; and,
- C. Adopting **Resolution PFA 2017-02**, a Resolution of the City of Merced Public Financing and Economic Development Authority authorizing signature of Authority checks; and,
- D. Adopting **Resolution PFA 2017-03**, a Resolution of the City of Merced Public Financing and Economic Development Authority authorizing investment of City of Merced monies in Local Agency Investment Fund; and,
- E. Adopting **Resolution PA 2017-03**, a Resolution of the Parking Authority of the City of Merced, California, authorizing signature of Parking Authority checks; and,
- F. Adopting **Resolution PA 2017-04**, a Resolution of the Parking Authority of the City of Merced, California authorizing investment of City of Merced monies in Local Agency Investment Fund

ALTERNATIVES

- 1. Approve as recommended; or
- 2. Deny; or
- 3. Refer to staff for further study; or
- 4. Continue to a future meeting.

AUTHORITY

City Charter Sections 200 and 405.

DISCUSSION

The following individuals are currently authorized to sign City checks and other documents evidencing payment of funds on behalf of the City of Merced and to use a facsimile signature. These same individuals are also authorized to deposit to and withdraw City funds from the Local Agency Investment Fund in the State Treasury.

1. Bradley R. Grant, Finance Officer
2. Teri L. Albrecht, Deputy Finance Officer
3. Steve Carrigan, City Manager

The authorization needs to be changed to reflect the recent departure of Bradley R. Grant and the appointment of Stephanie R. Dietz as Interim Finance Director.

The attached resolutions accomplish the above change.

ATTACHMENTS

1. Resolution 2017-15
2. Resolution 2017-16
3. Resolution PFA 2017-02
4. Resolution PFA 2017-03
5. Resolution PA 2017-03
6. Resolution PA 2017-04

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AUTHORIZING SIGNATURE OF CITY CHECKS**

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

SECTION 1. In order to carry out her functions, Stephanie R. Dietz (Interim Finance Officer) or, in her absence, Teri L. Albrecht (Deputy Finance Officer), or in her absence, Steve Carrigan (City Manager) are hereby authorized to sign City of Merced checks and other documents evidencing payment of City of Merced funds on behalf of the City of Merced and to use a facsimile signature therefore.

SECTION 2. The banks, as designated depositories of the City of Merced, are hereby requested, authorized and directed to honor all checks, drafts or other orders for payment of money drawn in the name of the City of Merced on its accounts when bearing one of the signatures authorized by Section 1 of this Resolution.

SECTION 3. The Interim Finance Officer is authorized to establish regulations consistent with this policy relating to the signing of checks or other documents evidencing payment of City of Merced.

SECTION 4. All other resolutions relating to the authority to sign checks and other documents evidencing payment of City of Merced funds on behalf of the City of Merced are hereby repealed.

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PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the _____ day of _____ 2017, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Kelly C. Finner 3/22/17
City Attorney Date

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AUTHORIZING INVESTMENT OF CITY OF
MERCED MONIES IN LOCAL AGENCY
INVESTMENT FUND**

WHEREAS, Pursuant to Chapter 730 of the Statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and,

WHEREAS, The City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purposes of investment as stated therein is in the best interests of the City of Merced.

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

SECTION 1. The City Council hereby authorizes the deposit and withdrawal of the City of Merced monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein.

SECTION 2. The following City of Merced officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund: Stephanie R. Dietz, Interim Finance Officer; Teri L. Albrecht, Deputy Finance Officer or Steve Carrigan, City Manager.

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PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the _____ day of _____ 2017, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Kelly C. Fincher 3/22/17
City Attorney Date

RESOLUTION NO. PFA_____

**A RESOLUTION OF THE CITY OF MERCED
PUBLIC FINANCING AND ECONOMIC
DEVELOPMENT AUTHORITY AUTHORIZING
SIGNATURE OF AUTHORITY CHECKS**

NOW, THEREFORE, THE CITY OF MERCED PUBLIC
FINANCING AND ECONOMIC DEVELOPMENT AUTHORITY DOES
HEREBY RESOLVE AS FOLLOWS:

SECTION 1. In order to carry out her functions, Stephanie R. Dietz (Interim Finance Officer) or, in her absence, Teri L. Albrecht (Deputy Finance Officer), or in her absence, Steve Carrigan (Executive Director) are hereby authorized to sign City of Merced Public Financing and Economic Development Authority ("Authority") checks and other documents evidencing payment of Authority funds on behalf of the Authority and to use a facsimile signature therefore.

SECTION 2. The banks, as designated depositories of the Authority, are hereby requested, authorized and directed to honor all checks, drafts or other orders for payment of money drawn in the name of the Authority on its accounts when bearing one of the signatures authorized by Section 1 of this Resolution.

SECTION 3. The Interim Finance Officer is authorized to establish regulations consistent with this policy relating to the signing of checks or other documents evidencing payment of Authority.

SECTION 4. All other resolutions relating to the authority to sign checks and other documents evidencing payment of Authority funds on behalf of the Authority are hereby repealed.

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PASSED AND ADOPTED by the City of Merced Public Financing and Economic Development Authority at a regular meeting held on the ____ day of _____ 2017, by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

APPROVED:

Chairman

ATTEST:
AUTHORITY SECRETARY

BY: _____
Assistant/Deputy Authority Secretary

(SEAL)

APPROVED AS TO FORM:

Kelly C. Tucker 3/23/17
Authority General Counsel Date

RESOLUTION NO. PFA_____

**A RESOLUTION OF THE CITY OF MERCED
PUBLIC FINANCING AND ECONOMIC
DEVELOPMENT AUTHORITY AUTHORIZING
INVESTMENT OF CITY OF MERCED MONIES IN
LOCAL AGENCY INVESTMENT FUND**

WHEREAS, Pursuant to Chapter 730 of the Statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and,

WHEREAS, The City of Merced Public Financing and Economic Development Authority ("Authority") does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purposes of investment as stated therein is in the best interests of the Authority.

NOW, THEREFORE, THE CITY OF MERCED PUBLIC FINANCING AND ECONOMIC DEVELOPMENT AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Authority hereby authorize the deposit and withdrawal of the Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein.

SECTION 2. The following Authority officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund: Stephanie R. Dietz, Interim Finance Officer; Teri L. Albrecht, Deputy Finance Officer or Steve Carrigan, Executive Director.

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PASSED AND ADOPTED by the City of Merced Public Financing and Economic Development Authority at a regular meeting held on the ____ day of _____ 2017, by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

APPROVED:

Chairman

ATTEST:
AUTHORITY SECRETARY

BY: _____
Assistant/Deputy Authority Secretary

(SEAL)

APPROVED AS TO FORM:

Kelley C. Turner 3/23/17
Authority General Counsel Date

RESOLUTION NO. PA_____

**A RESOLUTION OF THE PARKING AUTHORITY
OF THE CITY OF MERCED, CALIFORNIA,
AUTHORIZING SIGNATURE OF PARKING
AUTHORITY CHECKS**

**NOW, THEREFORE, THE PARKING AUTHORITY OF THE CITY OF
MERCED DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. In order to carry out her functions, Stephanie R. Dietz (Interim Finance Officer) or, in her absence, Teri L. Albrecht (Deputy Finance Officer), or in her absence, Steve Carrigan (Executive Director) are hereby authorized to sign Parking Authority of the City of Merced ("Authority") checks and other documents evidencing payment of Authority funds on behalf of the Authority and to use a facsimile signature therefore.

SECTION 2. The banks, as designated depositories of the Authority, are hereby requested, authorized and directed to honor all checks, drafts or other orders for payment of money drawn in the name of the Authority on its accounts when bearing one of the signatures authorized by Section 1 of this Resolution.

SECTION 3. The Interim Finance Officer is authorized to establish regulations consistent with this policy relating to the signing of checks or other documents evidencing payment of Authority.

SECTION 4. All other resolutions relating to the authority to sign checks and other documents evidencing payment of Authority funds on behalf of the Authority are hereby repealed.

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PASSED AND ADOPTED by the Parking Authority of the City of Merced
at a regular meeting held on the ____ day of _____ 2017, by the following
vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

APPROVED:

Chairman

ATTEST:
AUTHORITY SECRETARY

BY: _____
Assistant/Deputy Authority Secretary

(SEAL)

APPROVED AS TO FORM:

Kelly C. Jimenez 3/23/17
Authority General Counsel Date

RESOLUTION NO. PA_____

**A RESOLUTION OF THE PARKING AUTHORITY
OF THE CITY OF MERCED, CALIFORNIA
AUTHORIZING INVESTMENT OF CITY OF
MERCED MONIES IN LOCAL AGENCY
INVESTMENT FUND**

WHEREAS, Pursuant to Chapter 730 of the Statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and,

WHEREAS, The Parking Authority of the City of Merced ("Authority") does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purposes of investment as stated therein is in the best interests of the Authority.

NOW, THEREFORE, THE PARKING AUTHORITY OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The Authority hereby authorize the deposit and withdrawal of the Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein.

SECTION 2. The following Authority officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund: Stephanie R. Dietz, Interim Finance Officer; Teri L. Albrecht, Deputy Finance Officer or Steve Carrigan, Executive Director.

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PASSED AND ADOPTED by the Parking Authority of the City of Merced
at a regular meeting held on the ____ day of _____ 2017, by the following
vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

APPROVED:

Chairman

ATTEST:
AUTHORITY SECRETARY

BY: _____
Assistant/Deputy Authority Secretary

(SEAL)

APPROVED AS TO FORM:

Kelly Fincher 3/23/17
Authority General Counsel Date



ADMINISTRATIVE REPORT

Agenda Item H.6.

Meeting Date: 4/3/2017

Report Prepared by: Jolie Houston, Interim City Attorney

SUBJECT: Approval of Resolution 2017- 17 Declaring the City's Intent to Sell or Lease City Owned Property Located at 301 East Yosemite Avenue and Request to Set a Public Hearing for May 15, 2017 to Consider the City's Intention to Sell or Lease the Property

REPORT IN BRIEF

It is Requested that the City Council Approve Resolution 2017-17 Declaring the City's Intent to Sell or Lease City Owned Property Located at 301 East Yosemite Avenue and Setting a Public Hearing for May 15, 2017 to Consider the City's Intention to Sell or Lease the Property.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2017-17**, a Resolution of the City Council of the City of Merced, California Declaring the its Intention to Sell or Lease the Property Owned by the City of Merced, Located at 301 East Yosemite Avenue, APN 231-040-021, Merced, California; and Setting a Public Hearing for May 15, 2017 to Consider the City's Intention to Sell or Lease the Property.

ALTERNATIVES

1. Approve as recommended by Staff; or,
2. Approve, subject to other than recommended by Staff; or,
3. Deny; or,
4. Refer to Staff for reconsideration of specific items or,
5. Continue to a future meeting.

AUTHORITY

Merced City Charter Section 200
California Government Code Section 54200 *et seq.*

CITY COUNCIL PRIORITIES

The development of a new police station is a City Council priority.

DISCUSSION

The City owns property located at 301 East Yosemite Avenue in Merced. The property was purchased by the City on March 1, 2010, to be used as the location of a future new police station facility. The City is currently considering its options for the future police station facility. This resolution only sets the public hearing to consider the sale or lease of the property and does not commit the City sell or lease the property at this time.

IMPACT ON CITY RESOURCES

None for this item.

ATTACHMENTS

1. Resolution 2017-17

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
DECLARING ITS INTENTION TO SELL OR
LEASE THE PROPERTY OWNED BY THE CITY
OF MERCED, LOCATED AT 301 E. YOSEMITE
AVENUE, APN 231-040-021, MERCED
CALIFORNIA**

WHEREAS, the City of Merced (“City”) owns the real property located at 301 E. Yosemite Avenue, Merced, California (APN 231-040-021), (hereinafter the “Property”); and

WHEREAS, the Property was purchased by the City on March 1, 2010; and

WHEREAS, the procedure by which the City can dispose of surplus real property is provided by the California Government Code section 54200 *et seq.*; and

WHEREAS, the City hereby declares its intention to sell or lease the Property.

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

SECTION 1. PUBLIC HEARING. The City Council hereby declares its intention to conduct at least one public hearing concerning its intention to sell or lease the Property in accordance with Government Code section 37420 *et seq.*

SECTION 2. NOTICE. The City Clerk, pursuant to Government Code section 37423, shall give notice of the time and place of the public hearing by publishing this Resolution in a local newspaper, and by posting a copy of this Resolution on the Property for not less than ten (10) days in at least three (3) conspicuous places on said Property.

SECTION 3. TIME OF PUBLIC HEARING. Notice is hereby given that a public hearing on this matter will be held by the City Council on May 15, 2017, at 6:00 p.m. in the Merced Civic Center, located at 678 W. 18th Street, Merced, California, at which hearing the Council shall consider its intention to sell or lease

the Property, hear any and all protests in relation to the City's intention to sell or lease the Property, and consider and finally act upon any protests and objections.

SECTION 4. PROTESTS. Any interested person may file with the City Clerk written protests at or before the time of said hearing, and make oral objections at said hearing to the City's intention to sell the Property.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2017, 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 C. Fincher 3/28/17
City Attorney Date



ADMINISTRATIVE REPORT

Agenda Item H.7.

Meeting Date: 4/3/2017

Report Prepared by: *Mike Conway, Assistant to the City Manager*

SUBJECT: Approve Opposition to Senate Bill 35 and Senate Bill 649

REPORT IN BRIEF

Approve the opposition to Senate Bill (SB) 35, Affordable Housing: Streamlined Approval Process, and SB 649, Wireless and Small Cell Telecommunications Facilities.

RECOMMENDATION

City Council - Adopt a motion approving the opposition of SB 35 (Weiner), Affordable Housing: Streamlined Approval Process, and SB 649, (Hueso) Wireless and Small Cell Telecommunications Facilities.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2015-16 Adopted Budget

DISCUSSION

SB 35, Affordable Housing: Streamlined Approval Process, has been introduced by State Sen. Scott Weiner, D-San Francisco. The bill claims to address the state's need for market rate and affordable housing by turning the approval process into ministerial action. However, in the process it appears to bypass public input, preventing neighborhood concerns about traffic, parking and other development impacts from being heard. While the intent of the bill is good - providing relief from the state's soaring home prices - it takes away public review of many multifamily housing projects and requires approval of affordable housing projects with very limited exceptions.

SB 649, Wireless and Small Cell Telecommunications Facilities has been introduced by State Senator Ben Hueso, D-San Diego. This bill would prohibit local review of “small cell” wireless antennas, which also includes equipment such as meters, concealments, battery backups, power transfer switches, cables and conduits. There are no height restrictions on the antenna poles. The bill would require local governments to make available all sites they own except fire stations available for installation. The bill provides a de facto exemption to the California Environmental Quality Act (CEQA) and preempts adopted local land use plans by mandating that “small cells” be allowed in all zones as a use by-right, including all residential zones.

Staff will use a variety of methods to oppose the bills that can include letters, phone calls, personal meetings, testimony and media outreach.

Staff plans to bring before Council a complete Legislative platform in the weeks ahead for its discussion and approval. Once a Legislative platform is approved, staff will be able to respond quickly to requests for letters and to legislative actions, as needed, based on the contents of the adopted platform.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.



ADMINISTRATIVE REPORT

Agenda Item H.8.

Meeting Date: 4/3/2017

Report Prepared by: *Joey Chavez Recreation Supervisor*

SUBJECT: Request to Lower Swim Lesson Fees

REPORT IN BRIEF

Consider temporarily lowering swim lesson fees for the City's Water Safety and Swim Lesson Programs During the Months of June and July 2017

RECOMMENDATION

City Council - Adopt a motion approving the temporary reduction in the fees charged for swimming lessons, from \$35 to \$10 for lessons during the summer of 2017; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

Youth Programs.

DISCUSSION

On June 16, 2008, the Merced City Council established the rate for swim lessons at \$35 a lesson. In order to lower the cost of the swim lessons for the programs being offered during the summer of 2017, the City Council must approve a rate change.

The City is offering water safety and swim lessons to the public this summer at McNamara Pool and Merced High School. Three sets of lessons are being offered from June 5 through June 15, June 19 through June 29 (in Fiscal Year 2016-17), and July 10 through July 20 (which is in Fiscal Year 2017-18).

For the past three summers, City staff has worked with Flip Hassett, on behalf of Swim 4 Jaylin Scholarship Fund, to offer swim lessons at a reduced price. Mr. Hassett wanted to offer swim lessons and water safety instruction to as many youth in the community as possible. He donated \$6,000 each summer from the fund to offset the City's costs to operate swim lessons. In exchange, he has asked that swim lesson fees be dropped to \$10 for those summers.

On April 19, 2016, staff was informed by Mr. Hassett that he would be unable to provide a donation to offset the cost for this summer and upcoming years. Without the \$6,000 donation from the Swim 4 Jaylin Fund, all expenses will not be recouped.

The City has also partnered with First 5 of Merced County to assist with the funding of lessons for youngsters ages 5 and under. First 5 will provide up to \$3,000 to help offset the cost of swim lessons.

The total cost for three sessions of swim lessons for this year is \$23,928. The donation of \$3,000 from First 5 of Merced County, combined with the revenue from \$10 swim lessons for an estimated 1,000 children, will offset some, but not all, of the City's expenses. However, due to expenses being less than anticipated this fiscal year, the loss of revenue can be mitigated. The expense and revenue associated with providing swim lessons will need to be evaluated when recommending a fee reduction in future years.

The lessons at McNamara are planned for during the day, from 10 a.m. to 2 p.m., prior to the start of recreational swimming. The sessions at Merced High would be in the late afternoon/evening hours from 4 p.m. to 7 p.m. Offering lessons at Merced High School and McNamara gives us the ability to offer lessons in different geographic locations and adds flexibility for working parents who cannot make the earlier lesson times.

The program has increased participation every year since lowering the cost. Last year was the third year of offering lessons at a reduced price and the Recreation Department was able to meet their goal of providing lessons to over 1,000 kids. In 2014, the lessons served 945 swimmers, 724 swimmers in 2013, and only 350 swimmers in 2010, when the price was \$35.

IMPACT ON CITY RESOURCES

There will be a \$6,000 loss of revenue in 024-1221-360.02-01.



ADMINISTRATIVE REPORT

Agenda Item H.9.

Meeting Date: 4/3/2017

Report Prepared by: Janet German, Secretary III, Fire Dept.

SUBJECT: Agreement with Office of Emergency Services - State Homeland Security Grant Programs - Funding for Equipment, Planning, Administration, Training and Exercises

REPORT IN BRIEF

Consider approving the Fiscal Year 2016 (FY16) Agreement to accept California State Homeland Security Grant Program funds being funded through the County to the City of Merced Fire Department.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2017-14**, a Resolution of the City Council of the City of Merced, California, authorizing the City Manager or Assistant City Manager to execute the Office of Emergency Services State Homeland Security Grant Programs - Equipment, Planning, Administration, Training and Exercises Agreement.

ALTERNATIVES

1. Approve, as recommended by staff; or
2. Approve, subject to other than recommended by staff; or,
3. Deny; or,
4. Refer to staff for reconsideration of specific items; or,
5. Continue to a future meeting.

AUTHORITY

Charter of the City of Merced, Section 200 - Powers

Charter of the City of Merced, Section 405 - Powers Vested in the City Council

CITY COUNCIL PRIORITIES

Public Safety, as provided for in the 2016-17 Adopted Budget.

DISCUSSION

The Merced County Office of Emergency Services (OES) has been awarded funds through the FY2016 State Homeland Security Grant Program (SHSGP). Within the parameters and requirements of the grant program, monies have been awarded by the Big 5 Committee to the individual agencies and jurisdictions within the County. The Merced Fire Department was awarded \$6,540 of the FY 2016 SHSGP funds to purchase confined space equipment, which the City of Merced accepted at the March 6, 2017 Council meeting. To conform to the grant requirements, we

are recommending that the Agreement for the Office of Emergency Services - State Homeland Security Grant Programs - Funding for Equipment, Planning, Administration, Training and Exercises be executed.

IMPACT ON CITY RESOURCES

None.

ATTACHMENTS

1. Office of Emergency Services - State Homeland Security Grant Programs - Funding for Equipment, Planning, Administration, Training and Exercises
2. Resolution 2017-14
3. CalOES - 2016 Grant Assurances Agreement (Approved 3/6/17)
4. Resolution 2017-11 (Approved 3/6/17)

OFFICE OF EMERGENCY SERVICES

State Homeland Security Grant Programs Funding for Equipment, Planning, Administration, Training and Exercises

THIS AGREEMENT is entered into by and between Merced County ("County") and the _____

("SUB-RECIPIENT").

COUNTY and SUB-RECIPIENT have entered into this AGREEMENT with reference to the following circumstances:

- A. The California State Homeland Security Grant Program (SHSGP) is providing funding through federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training and exercise related costs.

NOW, THEREFORE, based on the foregoing recitals, which the parties agree to be true and correct, it is mutually agreed between both parties:

- I. This AGREEMENT applies to the State Homeland Security Grant Program, funded through the COUNTY to the SUB-RECIPIENT.
- II. Amendments or modifications to the terms of this AGREEMENT must be made in writing, and approved by all parties hereto, in order to maintain compliance with changes pursuant to federal or state laws, regulations, or policies affecting pertinent regulations or funding.
- III. The 2016 GRANT ASSURANCES for the SHSGP, promulgated by the California Office of Emergency Services, is made part of this AGREEMENT and included as ATTACHMENT A.

SUB-RECIPIENT certifies that:

- 1) SUB-RECIPIENT will comply with the 2016 GRANT ASSURANCES;
- 2) SUB-RECIPIENT's signatory to this agreement will separately sign the 2016 GRANT ASSURANCES included as ATTACHMENT A;
- 3) SUB-RECIPIENT's signatory has obtained the required written authorization from signatory's applicable governing body, as set forth in the attached 2016 GRANT ASSURANCES, that signatory is authorized to sign this AGREEMENT.

IV. TERMINATION:

- A. Without Cause: COUNTY will have the right to terminate this AGREEMENT without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the SUB-RECIPIENT the compensation earned for pre-approved work

performed and not previously paid for during the period of this agreement. to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditioned upon receipt from SUB-RECIPIENT of any and all plans, specifications and estimates, and other documents prepared by SUB-RECIPIENT in accordance with this AGREEMENT. No sanctions will be imposed.

B. With Cause: This AGREEMENT may be terminated by either party should the other party:

1. be adjudged a bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this AGREEMENT, or
5. materially breach this AGREEMENT.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the AGREEMENT may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within FIVE (5) days of written notice specifying the breach. If the breach is not remedied within that FIVE (5) day period, the non-defaulting party may terminate the AGREEMENT on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5 day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. COUNTY will pay to the SUB-RECIPIENT the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the SUB-RECIPIENT scope of work exceeds the unpaid balance of the AGREEMENT, the SUB-RECIPIENT must pay the difference to the COUNTY. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditioned upon receipt from SUB-RECIPIENT of any and all plans, specifications and estimates, and other documents prepared by SUB-RECIPIENT by the date of termination in accordance with this AGREEMENT. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

C. Effects of Termination: Expiration or termination of this AGREEMENT shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the AGREEMENT, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

Where SUB-RECIPIENT'S services have been terminated by the COUNTY, said termination will not affect any rights of the COUNTY to recover damages against the SUB-RECIPIENT or to require the forfeiture of equipment acquired or obtained through grant funds as provided in section III, paragraph 44, subparagraph (c).

- D. Suspension of Performance: Independent of any right to terminate this AGREEMENT, the authorized representative of COUNTY for which SUB-RECIPIENT'S services are to be performed, may immediately suspend performance by SUB-RECIPIENT, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by SUB-RECIPIENT to comply with the provisions of this AGREEMENT, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.
- V. TERM: This AGREEMENT shall commence on the date of COUNTY signature and continue until terminated under the provisions of paragraph IV.
- VI. INDEMNIFICATION:
 - A. COUNTY shall defend, indemnify and hold SUB-RECIPIENT and its respective officers, board members, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions, or willful misconduct of COUNTY, its officers, agents, or employees.
 - B. SUB-RECIPIENT shall defend, indemnify and hold COUNTY, its officers, board members, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions, or willful misconduct of SUB-RECIPIENT and its officers, agents, or employees.
- VII. INSURANCE: SUB-RECIPIENT certifies it is insured or self-insured for general liability exposures with limits of no less than \$1 million per occurrence. SUB-RECIPIENT certifies it is insured or self-insured for workers' compensation and maintains statutory limits. SUB-RECIPIENT agrees that coverage limits specified within the agreement will not be used to reduce limits of coverage from SUB-RECIPIENT full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.

VIII. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between SUB-RECIPIENT and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

SUB-RECIPIENT

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the SUB-RECIPIENT.

Name: _____

Address: _____

Title: _____ Date: _____

Signature: _____

Printed Name: _____

COUNTY OF MERCED

By: _____
_____, Chair

County of Merced Board of Supervisors

Date: _____

REVIEWED AS TO FORM

By: _____
County Counsel

RESOLUTION NO. 2017-____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AUTHORIZING THE CITY MANAGER OR
ASSISTANT CITY MANAGER TO EXECUTE
THE OFFICE OF EMERGENCY SERVICES
STATE HOMELAND SECURITY GRANT
PROGRAMS – EQUIPMENT, PLANNING,
ADMINISTRATION, TRAINING AND
EXERCISES AGREEMENT**

WHEREAS, the City of Merced Fire Department has been awarded \$6,540 of the FY2016 State Homeland Security Grant Program funds sub-granted through the California Governor's Office of Emergency Services Agency (Cal OES); and

WHEREAS, Merced County requires adoption of a resolution authorizing execution of the Office of Emergency Services State Homeland Security Grant Programs – Funding for Equipment, Planning, Administration, Training and Exercises Agreement to establish concurrence on the requirements of the grant.

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

SECTION 1. The City Council of the City of Merced hereby authorizes the City Manager or Assistant City Manager to execute the Office of Emergency Services State Homeland Security Grant Programs – Funding for Equipment, Planning, Administration, Training and Exercises Agreement, which is required to establish concurrence on the requirements of the grant.

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PASSED AND ADOPTED by the City Council of the City of Merced
at a regular meeting held on the _____ day of _____ 2017 by the
following called vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

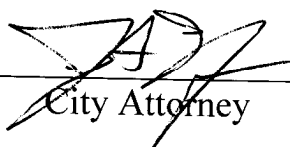
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

 3-22-2017

City Attorney Date



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body.
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 CFR § 200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud,

and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs; (42 U.S.C. §§ 12101-12213.)
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing;

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190); Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Executive Order 11514 which sets forth national environmental standards.
- (g) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order EO 11990 which requires preservation of wetlands;
- (h) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (i) The Endangered Species Act of 1973, (P.L. 93-205);
- (j) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C § 3729 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.

- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Rights Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - PROGRAM SPECIFIC
ASSURANCES / CERTIFICATIONS**

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

21. Acknowledgment of Federal Funding from DHS and Use of DHS Seal, Logo, and Flags

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

25. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

26. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

27. Fly America Act of 1974

All Applicants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

28. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

29. Non-supplanting Requirement

All Applicants who receive awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

30. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

31. SAFECOM

All Applicants who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency

Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

32. Terrorist Financing

All Applicants must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

33. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

34. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf>

The undersigned represents that he/she is authorized by the above named Applicant to enter into this agreement for and on behalf of the said Applicant.

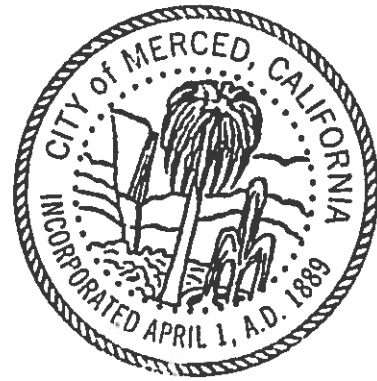
Subrecipient: _____

Signature of Authorized Agent: [Signature]

Printed Name of Authorized Agent: STEVE CARRIGAN

Title: CITY MANAGER Date: 3/10/17

ATTEST.
CITY CLERK
[Signature]
Assistant/Deputy City Clerk



200315
FUNDING/RESOURCES VERIFIED
[Signature]
FUNDING OFFICE DATE

No funds to encumbers at this time
ME 3/7/17

ME# 14336 ME 3/8/17
Emergency Management Performance Grant Program (EMPG) - 2016 Grant Assurances

APPROVED AS TO FORM:

[Signature]
KELLY O. FINCHER
Chief Deputy City Attorney

Page 11 of 11
Initials [Signature]

RESOLUTION NO. 2017- 11

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AUTHORIZING THE CITY MANAGER OR
ASSISTANT CITY MANAGER TO EXECUTE
THE CALIFORNIA GOVERNOR'S OFFICE
OF EMERGENCY SERVICES FY2016 GRANT
ASSURANCES AGREEMENT**

WHEREAS, the City of Merced Fire Department has been awarded \$6,540 of the FY2016 State Homeland Security Grant Program funds sub-granted through the California Governor's Office of Emergency Services Agency (Cal OES); and

WHEREAS, the Cal OES requires adoption of a resolution authorizing execution of the FY2016 Grant Assurances Agreement to establish concurrence on the requirements of the grant.

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

SECTION 1. The City Council of the City of Merced hereby authorizes the City Manager to execute the Cal OES FY2016 Grant Assurances Agreement, which is required to establish concurrence on the requirements of the grant.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the 6 day of March 2017 by the following called vote:

AYES: 7 Council Members: BELLUOMINI, BLAKE, MARTINEZ, MCLEOD,
MURPHY, PEDROZO, SERRATTO

NOES: 0 Council Members: NONE

ABSENT: 0 Council Members: NONE

ABSTAIN: 0 Council Members: NONE

APPROVED:


Mayor

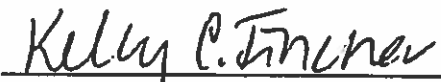
ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: 
Assistant/Deputy City Clerk

(SEAL)



APPROVED AS TO FORM:

 2/28/17
City Attorney Date



ADMINISTRATIVE REPORT

Agenda Item H.10.

Meeting Date: 4/3/2017

Report Prepared by: Janet German, Secretary III, Fire Dept.

SUBJECT: Consider Approving Resolution 2017-13 to Allow a Designation of Authorized Agent to File Application and Execute Documents Required to Obtain Disaster Relief Assistance From the Recent Rain Storms

REPORT IN BRIEF

A Resolution of the City Council is necessary to authorize certain officials of the City to file an application with the California Office of Emergency Services (Cal OES) to obtain funding for federal assistance due to the recent flooding in the City of Merced.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2017-13**, a Resolution of the City of Council of the City of Merced, California, designation of authorized agent to file applications and execute documents required to obtain disaster relief assistance.

ALTERNATIVES

1. Approve as recommended by Staff; or,
2. Approve, subject to other than recommended by Staff; or,
3. Deny; or,
4. Refer to Staff for reconsideration of specific items or,
5. Continue to a future meeting.

AUTHORITY

Cith of Merced Charter, Section 200

CITY COUNCIL PRIORITIES

Public Safety, as provided for in the 2016-17 Adopted Budget.

DISCUSSION

The State of California, Cal OES requires a Resolution authorizing a public entity to submit applications for the purpose of obtaining federal financial assistance, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. If this Resolution is approved, it will serve as a universal resolution which will be effective for all open and future disasters up to three (3) years following the date of City Council approval. The Resolution designates the City Manager or the Assistant City Manager to serve as the City's Authorized Agent with respect to applications for financial assistance for disasters.

During the recent rain storms, several City departments participated in efforts to protect the City from flooding and spent numerous hours preparing for an emergency/disaster response. The Resolution will enable meet Cal OES requirements for reimbursement purposes. Without this Resolution, the City will not eligible for emergency and/or disaster recovery reimbursement from the State.

If approved, copies of the executed Resolution will be forwarded to the Merced County EOS, which acts on behalf of the County of Merced in its capacity as the lead agency for the Operational Area.

IMPACT ON CITY RESOURCES

There is no General Fund fiscal impact related to submission of the Resolution. The City may receive a reimbursement or other federal aid.

ATTACHMENTS

1. Resolution 2017-13

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
DESIGNATION OF AUTHORIZED AGENT TO
FILE APPLICATIONS AND EXECUTE
DOCUMENTS REQUIRED TO OBTAIN
DISASTER RELIEF ASSISTANCE**

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

SECTION 1. That the City Council hereby authorizes the following
individuals holding the following positions:

Steve Carrigan, City Manager; or,

Stephanie Dietz, Assistant City Manager

to execute for and on behalf of the City of Merced, a public entity and Charter City
established under the Constitution and laws of the State of California, this
application and to file it with the California Governor's Office of Emergency
Services for the purpose of obtaining certain federal financial assistance under
Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and
Emergency Assistance Act of 1988, and/or state financial assistance under the
California Disaster Assistance Act.

SECTION 2. That the City of Merced, a public entity and Charter City
established under the Constitution and laws of the State of California, hereby
authorizes its agents to provide to the State Office of Emergency Services for all
matters pertaining to such state disaster assistance the assurances and agreements
required.

SECTION 3. That this is a universal resolution and is effective for all open
and future disasters up to three (3) years following the date of approval below.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2017, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Kelly C. Fincher 3/22/17
City Attorney Date

STATE OF CALIFORNIA)
COUNTY OF MERCED)
CITY OF MERCED)

I, John Tressider, duly appointed and Assistant City Clerk of the City of Merced, California, do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the City Council of the City of Merced on the ____ day of April 2017.

Date: _____

John Tressider
Assistant City Clerk



ADMINISTRATIVE REPORT

Agenda Item H.11.

Meeting Date: 4/3/2017

Report Prepared by: *Billy Alcorn, Deputy Fire Chief*

SUBJECT: Approval of a Request to Install a Little Free Library Box at Fire Station 55 and Authorization to Execute a License Agreement for the Project

REPORT IN BRIEF

Consider approving a request by the Walker Family to install a Little Free Library box at Fire Station No. 55 and granting authority to execute a License Agreement for the project.

RECOMMENDATION

City Council - Adopt a motion approving the installation of a Little Free Library Box at Fire Station 55 and authorizing the City Manager or Assistant City Manager to Execute a License Agreement for the project.

ALTERNATIVES

1. Approve, subject to other than recommended by Staff; or,
2. Deny; or,
3. Refer to Staff for reconsideration of specific items or,
4. Continue to a future meeting.

AUTHORITY

Merced Municipal Code section 200.

CITY COUNCIL PRIORITIES

This project furthers the City Council's priority of promoting healthy activities for the community and youth. This project will also promote literacy and will create outdoor recreation opportunities for the public.

DISCUSSION

The City received a request from the Walker Family to install a Little Free Library box on City property at Fire Station No. 55. (See Attachment 1). The Walker Family built a Little Free Library as a family project for the purpose of sharing their family's love for reading with visitors to the Fire Station as well as kids and residents of the neighborhood that surrounds the Fire Station. Photographs of the Walker's Little Free Library is included with this Administrative Report as Attachment 2. As the project proposers seek to install the Little Free Library on City property, Staff is seeking approval for the project and authorization to enter into a license agreement with the proposers for the project.

Little Free Libraries are community based free book exchanges. While these mini-libraries come in different shapes and sizes, most are decorated small wooden boxes. Their purpose is to promote literacy and a sense of community through a “take a book, leave a book” exchange. It is estimated that there are over 50,000 Little Free Libraries worldwide.

The proposed location for the Little Free Library box is near the sidewalk on Silverado Avenue. (See Attachment 3). Adjacent to Fire Station No. 55 is Bob Carpenter Neighborhood Park, which is a 6-acre park with ball fields and playground equipment. The proposed location of the box will allow the public to access the Little Free Library from the park and the surrounding neighborhood without impeding the operations of the Fire Department or Fire Personnel. The box will be attached to a single pole, which will be cemented into the ground. The library will be approximately 4 feet from the ground.

The City’s Fire Chief has reviewed the proposed location for the installation of the Library and he confirmed that the location will not impede the operations of the Fire Department or its personnel. Additionally, the Little Free Library will be installed with consultation of the City’s Public Works Department so that the location will not unduly restrict the ability to landscape the area.

The City Attorney’s Office reviewed the proposal and has opined that a License Agreement is necessary to memorialize the responsibilities of the parties involved in the installation, maintenance and monitoring of the Little Free Library box. In pertinent part, the License Agreement states that the project proposers will be responsible for installing and maintaining the box. It further states that no City employee will be monitoring the contents of the books or other materials placed inside the Little Free Library Box. In addition, if determined to be necessary in the future, the License Agreement provides that the City has the right to have the requestor remove the Little Free Library box from City property. The License Agreement is included as an Attachment to this report (See Attachment 4).

IMPACT ON CITY RESOURCES

There are no direct fiscal impacts to the City for this project. The project proposer will be responsible for all costs associated with installing and maintaining the Little Free Library box.

ATTACHMENTS

1. Letter In Support of the Project
2. Photographs of the Little Free Library Box
3. Location Map
4. License Agreement

Letter From Violette Walker In Support of the Project

Hi. My name is Violette Walker. I am 8 years old. I built a Little Free Library and collected books to put in it. A Little Free Library is a tiny library you make and put in front of your house, or somewhere in your city, so that people can come borrow books if the library is closed or far away. I have kids' books on the bottom and adult books on the top.

My mom and I drew up a plan. Then we went to Lowe's to buy supplies and have them cut the wood. I sanded the boards and nailed the boards together. My dad helped me to use a staple gun on the roof. I painted the library. I attached book covers to decorate the outside and painted mod podge to protect them. Next I attached the door handle.

Some of the books I donated. Others my grandma collected for me because she helps at the library where she lives.

I am here to ask the City Council if I can please put my library on a post in front of the fire station #55 near my house. I will check on it to make sure there are lots of books inside for kids and adults.

Little Free Library Box

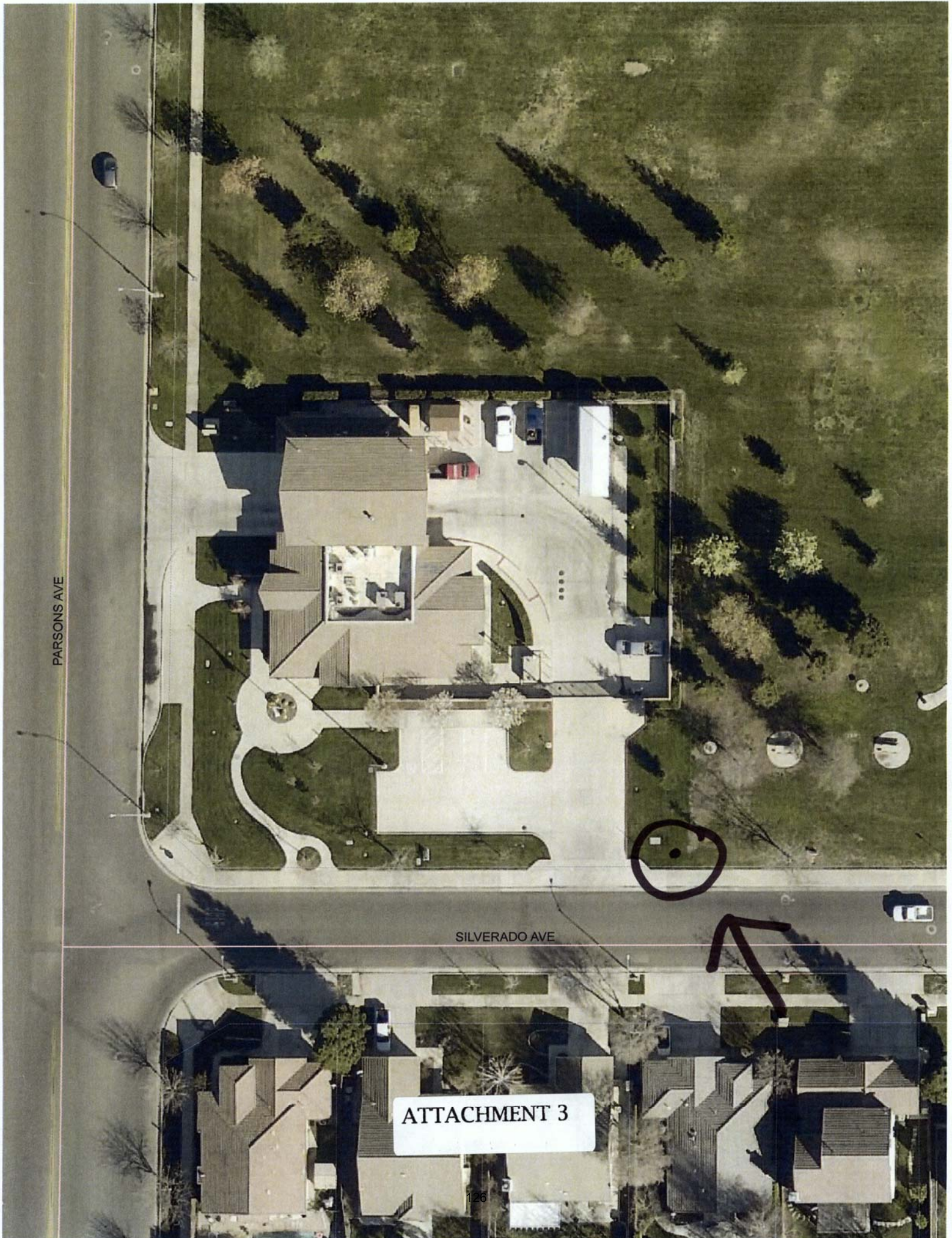




PARSONS AVE

SILVERADO AVE

ATTACHMENT 3



COMPLIANCE AND LICENSE AGREEMENT

THIS COMPLIANCE AND LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the City of Merced, a California Charter Municipal Corporation, (hereinafter referred to as "City") and Mark Walker, a private party (hereinafter referred to as "Licensee").

WHEREAS, the City owns a parcel of land commonly identified as Fire Station No. 55 and located at 3520 Parsons Avenue, Merced, California (the "Property"); and

WHEREAS, this Agreement enables the Licensee to occupy a specified portion of the Property for a limited purpose herein specified.

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

1. **AUTHORIZATION FOR USE.** Subject to the terms and conditions set forth in this Agreement, City authorizes Licensee to use a portion of the Property as designated in Exhibit "A" (the "Premises") for the specified purpose of installing a "Little Free Library" box (the "Authorized Use"). The Authorized Use shall be non-exclusive to the Property including the Premises.

2. **TERM.** The term of this Agreement shall be effective the date of this Agreement and continue until terminated pursuant to the terms of this Agreement.

3. **OBLIGATIONS OF CITY.** The City shall allow the Authorized Use of the Property pursuant to the express terms of this Agreement.

4. **OBLIGATIONS OF LICENSEE.**

A. Licensee shall not commence or maintain a use of the Premises other than the Authorized Use.

B. Licensee shall maintain the Property and Premises at its sole cost and expense in such a manner that the same remains in a usable and safe condition and substantially in the same condition, subject to normal wear and tear, as upon the effective date of this Agreement.

- C. Licensee must obtain from the City in advance and in writing, through its City Manager, or his/her designee approval for any planned improvements, additions or alterations to the Property or Premises. Improvements, additions or alterations desired by Licensee shall not be nor cause an expense to the City. Licensee shall obtain any and all necessary permits and approvals for any said improvements, additions or alterations and shall provide a copy of the same to the City prior to commencement of work.
- D. Licensee understands and acknowledges that neither the City nor its employees will be responsible for monitoring or removing any contents of the Little Free Library box.

5. COMPLIANCE. Licensee shall comply with all federal, state, county and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies in any manner affecting performance of its Authorized Use or activities conducted on the Property or Premises.

6. ASSIGNMENT OF CONTRACT/NON-POSSESSORY INTEREST.

- A. Assignment of License. Licensee shall not assign this Agreement or any part thereof without the prior express written consent of the City Manager or his/her designee.
- B. Non-Possessory Interest. Licensee shall have no possessory interest in the Property or Premises based upon this Agreement. This Agreement does not constitute a lease between the parties.

7. ASSUMPTION OF RISKS. Licensee shall assume all risks of loss, property damage, injury or death occurring within the Property or Premises due to its occupation or Authorized Use thereof, except to the extent that the same is a result of the City's sole negligence or intentional misconduct.

8. TERMINATION.

- A. If Licensee is in default in the performance of this Agreement, or materially breaches any of its provisions, City, at its option, may terminate this Agreement upon providing written notice to Licensee.
- B. If the City defaults in the performance of this Agreement, or

materially breaches any of its provisions, Licensee, at its option, may terminate this Agreement upon providing written notice to the City.

- C. During the term of this Agreement, either party may terminate this Agreement, for convenience and without cause upon providing thirty (30) days prior written notice to the other party.

9. RETURN OF POSSESSION TO CITY. Upon termination of this Agreement, Licensee shall vacate the Property and the Premises and shall return possession of the same to City in good order and condition. Except as otherwise authorized by the City, Licensee shall remove all of its merchandise, supplies, furnishings and equipment whether owned or leased. Any non-movable or affixed property left upon the Property or Premises by Licensee after expiration or termination of this Agreement, shall be deemed abandoned and the City may dispose of the same at the cost and expense of Licensee. In such event, City shall invoice the cost of said disposal to Licensee within sixty (60) days of the expiration of this Agreement and Licensee shall pay City the invoiced amount within thirty (30) days thereafter.

10. ENTIRE AGREEMENT; AMENDMENT. This writing constitutes the entire agreement between parties relating to the terms and conditions hereunder. No amendment of this Agreement shall be effective unless and until such modification is evidenced in writing signed by the parties.

11. GOVERNING LAW; VENUE. The existence, validity, construction, operation and effect of this Agreement shall be determined in accordance with laws of the State of California. Venue shall be established in the County of Merced in the event of a dispute between the parties.

12. NOTICES. Notices and requests to the City or Licensee shall be delivered at the following addresses, either served personally on the designated representative or by U.S. Postal Service at the following addresses:

CITY: City Manager
City of Merced
678 West 18th Street
Merced, CA 95340

LICENSEE: Mark Walker
[address on file]

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

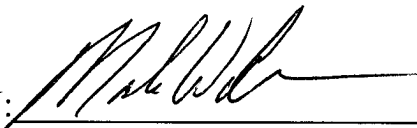
APPROVED AS TO FORM:

BY: Kelly C. Fincher 3/28/17
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

LICENSEE

BY: 
Mark Walker

ADDRESS: [on file]

TELEPHONE: [on file]

FAX:

E-MAIL: [on file]



ADMINISTRATIVE REPORT

Agenda Item H.12.

Meeting Date: 4/3/2017

Report Prepared by: *Kimberly Nutt, Planning Technician II, Development Services*

SUBJECT: Street Closure #17-04 for the Sacred Heart Catholic Church

REPORT IN BRIEF

Consider a request for use of City streets for Sacred Heart Catholic Church for Stations of the Cross Reenactment and a Silent March on Good Friday, April 14, 2017.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of Canal and M Streets between West 11th and West 13th Streets, West 11th and West 12th Streets between Canal and M Streets, and the alleyways enclosed within the loop of Canal, West 11th, M, and West 13th Streets, as requested by Sacred Heart Catholic Church, on Friday, April 14, 2017, between 3:00 p.m. and 4:30 p.m., and 7:00 p.m. and 8:00 p.m.; subject to the conditions and route outlined in the administrative staff report.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to modifications as conditioned by Council; or,
3. Deny the request completely; or,
4. Refer back to staff for reconsideration of specific items as requested by Council; or,
5. Continue to a future Council meeting (date and time to be specified in the motion).

AUTHORITY

City of Merced Charter Section 200; California Vehicle Code (CVC) Sections 21100(a) and 21101(e), the latter as follows:

“21101. Local authorities, for those highways under their jurisdiction, may adopt rules and regulations by ordinance or resolution on the following matters:

“(e) Temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.”

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

Event Description

The Sacred Heart Catholic Church requests the street closures for religious activities in association with Good Friday (April 14, 2017). As with other Catholic churches honoring this day, these activities include a “Stations of the Cross” procession. The procession will stop and start intermittently in order to perform certain scenes in the Passion of the Christ. This procession will begin at 3:00 p.m. and will last approximately 90 minutes.

Additionally, the Silent March will be a slow walk through the closure area and will last approximately one hour. This march will begin at 7:00 p.m.

The Stations of the Cross reenactment and the Silent March are two separate activities held in connection with Good Friday remembrances. The congregation expects an attendance of approximately 800 people for both events.

Street Closure Details

Requested street closures and times are as follows:

- Stations of the Cross: Friday, April 14, 2017; 3:00 p.m. to 4:30 p.m.
- Silent March for Good Friday: Friday, April 14, 2017; 7:00 p.m. to 8:00 p.m.

Route (both events will use the same route): From the Church sanctuary, begin by walking east through alley between W. 13th/W. 12th/M/Canal Streets (adjacent to the church), proceed east to Canal Street, then south to W. 11th Street, then west to M Street, then north to W. 12th Street, then east to 519 W 12th Street parking lot (church property), continue north through parking lot to alley, then west along alley back to front of Church sanctuary (Attachments 1 and 2).

All streets will be full “rolling” road closures, meaning that they will close and then re-open block-by-block as the processions move through. Southbound traffic on M Street will be held at the intersection or diverted until streets are clear of closure activities. W. 13th Street will not be used, as it is owned by the California Department of Transportation (City of Merced does not have jurisdictional authority to allow its closure).

All streets will be fully open during the hours of 4:30 p.m. and 7:00 p.m. between activities.

At least seventy-two hours (three days) prior to the street closures, the event organizers are required to notify nearby businesses and residences within one half-mile of the affected streets (Condition #5). To ensure this is done, event organizers are now required to provide staff with confirmation that this notification was given. To accomplish this, staff has prepared a standard form that the event sponsor shall complete, photocopy, and distribute to businesses and residences within the stated area (Attachment 3). A copy of this form shall also be signed and submitted to Planning Department staff, affirming that the required businesses and residences were notified.

Conditions of Approval

The event and street closure will be subject to the following conditions, if approved:

1. By applying for the street closure request, the Permittee shall agree to indemnify, protect, defend, (with counsel selected by the City), save, and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for the loss caused solely by the gross negligence of the City. Acceptance by the City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
2. Prior to engaging in the event, Event Sponsor shall provide the City with a Certificate of Liability Insurance evidencing coverage in an amount of no less than \$500,000 for property damage and \$500,000 for personal injury or a minimum combined single limit coverage of \$500,000. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this coverage, naming the City of Merced, its Officers, Employees, and Agents as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City. Certificates of Insurance shall also be provided for Automobile insurances of all automobiles used for the event. If the Event Sponsor has any employee(s), full workers' compensation insurance shall be provided with a limit of at least \$100,000 for any one person as required by law.
3. Failure to comply with any law, rule, or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal such revocation to the City Council.
4. Event sponsor shall be responsible for placing and removing all traffic barricades and posting of parking restrictions where streets are closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicles(s) per California Vehicle Code Section 22651(m).
5. Event sponsor shall contact all businesses and residences affected by the street closures, advising them of the hours, conditions, and reason thereof within one half-mile of the closure area at least seventy-two (72) hours prior to the event. Event sponsor shall provide the City with confirmation that the proper notification was given (Attachment 3).
6. Event sponsor shall provide emergency vehicle access to and through the interior of the closure area at all times. Fire hydrant access shall not be blocked at any time whatsoever.

7. In addition to the traffic control proved by the Merced Police Department, the Event Sponsor shall provide traffic monitors at the frequency of 3-4 volunteers each City block throughout the closure area in order to safely and efficiently move the activities through the closure areas. Each traffic monitor shall wear a safety vest for visibility and, at night, shall carry a flashlight.

8. Just prior to and for the duration of each activity, safety monitors shall be stationed at the east and west ends of each affected alley to ensure vehicles cannot enter or exit as participants walk by. Additionally, temporary barricades (i.e. safety cones, etc.) at the entrance(s) of the affected alleys are required.

9. Safety monitors, with aid of the Merced City Police Department if necessary, shall close and reopen the streets one block in advance and one block behind the Stations of the Cross procession and Silent March as they move through each City block.

10. The use of the intersection of W. 13th and M Streets is prohibited, as well as the use of W. 13th Street.

11. All participants in the Silent March shall carry a candle, flashlight, or both, for visibility and safety purposes. For both planned activities, slower-paced participants shall use the sidewalks if they are unable to keep up with the pace of the main groups using the closed street.

12. The Merced City Police Department or their designee has the authority to immediately cancel all activities requested with this street closure if there is a police or other emergency incident in the area. Applicable fees are non-refundable.

13. Event sponsor shall be responsible for removing all equipment and disposing of any trash and debris within and around the closure area that is generated from the event prior to the expiration of the closure permit.

14. Alcoholic beverages may not be served or sold at this event.

15. All other provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.

History and Past Actions

The Sacred Heart Catholic Church has held this event for several years and requested the same street closure format in the past. There have been no problems reported to staff with the past closures, which provide an important religious and cultural service to the community. Therefore, staff is recommending approval of the requested dual street closures, subject to the conditions listed above.

IMPACT ON CITY RESOURCES

Police Department Resources and Requirements

The affected streets will be closed as the processions move through the loop of streets, and then will be reopened when the streets are clear for traffic to resume. Unlike many street closure events which employ private security, traffic control will be provided at the surrounding four intersections by the Merced Police Department to ensure the safety of participants. Resources provided and related costs incurred to the Department for these services are as follows (note: rates include salary and benefits):

Resource required: Six Officers; One Sergeant

- 2.5 hours x 6 officers = 15 hours at \$100.77/hr* = \$ 1,511.55
 - 2.5 hours for 1 sergeant = 2.5 hours at \$114.10/hr* = \$ 285.25
- * average rate of officers & sergeant on duty (includes overtime)*

Total related costs, all required resources: \$ 1,796.80

ATTACHMENTS

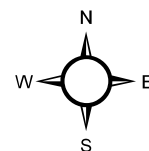
1. Location/Route Map
2. Closure Detail Map
3. Notification of Pending Street Closure

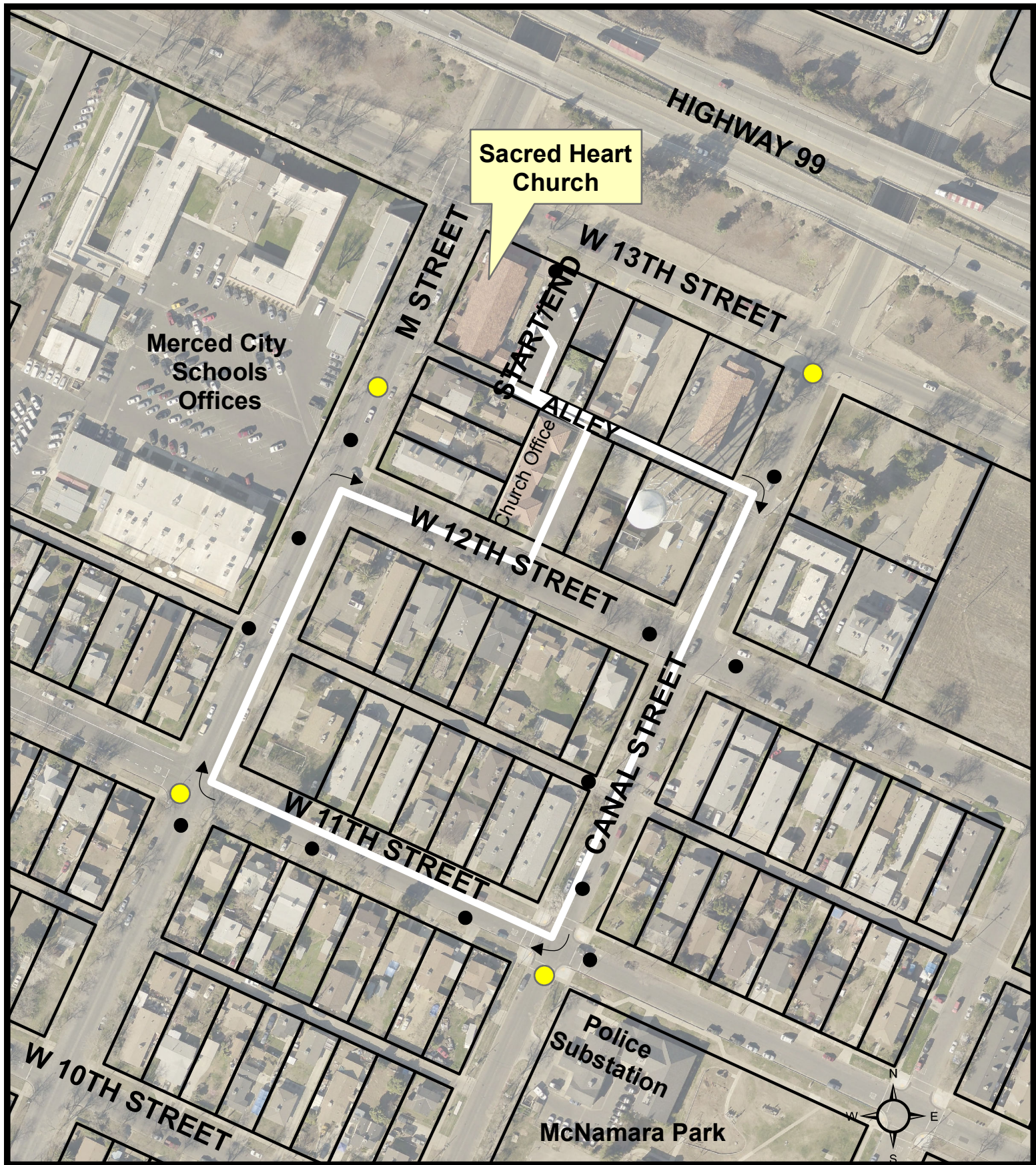


Disclaimer: This document was prepared for general inquiries only. The City of Merced makes no warranty, representation, or guarantee regarding the accuracy of this map. The City of Merced is not responsible for errors or omissions that might occur. Official information regarding specific parcels should be obtained from official recorded or adopted City documents.

LOCATION MAP:
Street Closure #17-04
Sacred Heart Church
April 14, 2017

137
ATTACHMENT 1





Sacred Heart Church

Merced City Schools Offices

Church Office

Police Substation

McNamara Park

ROUTE: STATIONS OF THE CROSS: & SILENT MARCH

Street Closure #17-04

Sacred Heart Catholic Church

April 14, 2017

3:00 pm - 4:30 pm & 7:00 pm - 8:00 pm

ATTACHMENT 2

Disclaimer: This document was prepared for general inquiries only. The City of Merced makes no warranty, representation, or guarantee regarding the accuracy of this map. The City of Merced is not responsible for errors or omissions that might occur. Official information regarding specific parcels should be obtained from official recorded or adopted City documents.

KEY:

- = Church Traffic Monitors
- = Police Positions (Locations approximate)

"Rolling Closure"
Clockwise route
Subject to change by Police
as needed on day of event

NOTIFICATION OF PENDING STREET CLOSURE

This is to notify you of an event that will require the closure of street(s) in your area. Please note the details below, including the date and time of the closure(s), and plan to park your vehicle(s) off the affected street(s) on the day of the event. Your cooperation is greatly appreciated. If you have any concerns, please notify the contact person listed.

Name of Event: _____ **Type of event (parade, etc.):** _____

Contact Person: _____ **Phone Number:** _____

Date(s) of closure: _____ **Time:** between _____ am/pm and _____ am/pm

Streets to be closed: _____

Other streets with restricted access: _____

Please Note: Event Sponsor is responsible for posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to any necessary towing of vehicle(s), per California Vehicle Code Section 22651(m).

To avoid having your vehicle towed, please keep this notice as a reminder and comply with the posted parking restrictions. If you are a business with employees, please notify your employees as soon as possible and post this notice in a conspicuous location. Thank you.

NOTIFICATION OF PENDING STREET CLOSURE

This is to notify you of an event that will require the closure of street(s) in your area. Please note the details below, including the date and time of the closure(s), and plan to park your vehicle(s) off the affected street(s) on the day of the event. Your cooperation is greatly appreciated. If you have any concerns, please notify the contact person listed.

Name of Event: _____ **Type of event (parade, etc.):** _____

Contact Person: _____ **Phone Number:** _____

Date(s) of closure: _____ **Time:** between _____ am/pm and _____ am/pm

Streets to be closed: _____

Other streets with restricted access: _____

Please Note: Event Sponsor is responsible for posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to any necessary towing of vehicle(s), per California Vehicle Code Section 22651(m).

To avoid having your vehicle towed, please keep this notice as a reminder and comply with the posted parking restrictions. If you are a business with employees, please notify your employees as soon as possible and post this notice in a conspicuous location. Thank you.

To be signed by Event Sponsor Representative after completion of required 72-hour notification and submitted to the City of Merced Planning Dept, City Hall (2nd Floor), 678 W. 18th Street, Merced.

I have notified the required parties of the dates, times, and affected streets, as required.

Signed _____ Title: _____ Date: _____



ADMINISTRATIVE REPORT

Agenda Item H.13.

Meeting Date: 4/3/2017

Report Prepared by: Marvin Dillsaver, Communications Supervisor, Police Department

SUBJECT: Acceptance of \$75,000 from the Merced County Remote Access Network Board as Reimbursement Funding for the Purchase of In-Car Mobile Computers and Modems

REPORT IN BRIEF

Consider the Acceptance of \$75,000 in Remote Access Network (RAN) funding from the Merced County Remote Access Network for the purchase of thirteen (13) in-car computer systems and nine (9) modems for police patrol vehicles.

RECOMMENDATION

City Council - Adopt a motion:

- A. Accepting and appropriating \$75,000.00 in reimbursable funds from the Merced County RAN Board for the purchase of computer equipment for police patrol vehicles. Increase Revenue account 001-1002-324-02-00 by \$75,000.00 and appropriate the same for expenditures to account 001-1002-523-43-00.
- B. Authorizing the City Manager to execute all necessary documents for this purpose.
- C. Authorizing the use of pooled cash for the purchase until the reimbursed RAN funds are received.

ALTERNATIVES

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

AUTHORITY

City of Merced Charter, Section 200.

CITY COUNCIL PRIORITIES

Public Safety, as provided for in the 2016-17 Adopted Budget.

DISCUSSION

The State of California Department of Justice operates the California Identification System (CAL-ID), which is an automated system that retains finger print files and other related law enforcement information and databases. The Remote Access Network (RAN) is a uniform statewide network of

equipment and procedures, which allows local law enforcement agencies direct access to the CAL-ID system. To assist with the funding for this system, the State established a county level fee assessed as part of state vehicle registration fees.

To oversee and distribute the funding received by RAN, a seven-member RAN Board was established pursuant to California Penal Code Section 11112.4, subdivision (b). Pursuant to that section, the Board consists of a member of the County Board of Supervisors, the Merced County Sheriff, the Merced County District Attorney, the Merced Police Chief, one other Police Chief who is selected by the police chiefs in Merced County, a member-at-large, and a Mayor from a city within the county. As part of their fiscal year 2015-2016 budget, the RAN Board approved \$75,000 in funding to the City of Merced for the purchase of additional mobile computers for our patrol vehicles. To receive this funding, the City must first purchase the computers and provide proof of payment to the RAN Board.

In a separate item presented to the City Council, the Department is seeking the authority to purchase thirteen (13) new mobile computers and nine (9) modems, at a cost of \$68,278. The \$75,000 in RAN funding will be used to reimburse the City for this purchase. The remaining funds from the \$75,000 will be used to upgrade any needed equipment to complete the project.

The Department is seeking to upgrade their remaining in-car computer systems to improve functionality and increase the ability of our officers to interface with state and federal databases and computer systems. This funding will allow the department to replace existing computers with the latest technology and will allow our officers the ability to perform more work and essential functions in the field.

IMPACT ON CITY RESOURCES

An appropriation of \$75,000.00 in reimbursable funds and an increase in revenue account 001-1002-324-02-00 by \$75,000.00 are needed for the purchase of necessary computer equipment associated with the replacement of the police department mobile computer replacement project, and authorization for the City Manager to execute all necessary documents for this purpose. Upon payment of equipment by the City of Merced, reimbursement of the funds will be made by the Merced County RAN Board.

ATTACHMENTS

1. List of 2016-2017 projects.



MERCED COUNTY REMOTE ACCESS NETWORK BOARD

Members

Ruben Chavez, Chairperson
Larry D. Morse
Vern Warnke
Norm Andrade
Mike Villalta
John Pedrozo
Doug Dunford

AGENDA

Monday, January 9, 2017-10:00 a.m.

Merced County District Attorney Office
550 W. Main Street, Merced, California

1. Call to Order
2. Public Comment-Member of the public may comment on any item within the jurisdiction of the board. Any person addressing the board must state their name and address for the record and limit their comments to three minutes.
3. Approval of Minutes- October 3, 2016 -Action Item

4. 2016-2017 Approved Items

Project Number

2016- 1	Merced County Sheriff's Office	Cal-ID budget	\$614,800
2016-2	Merced County Agencies	Broadband Line Costs	\$105,500
2016-3	Los Banos Police Department	Part Time CSOs	\$27,465.00
2016-4	Los Banos Police Department	Live Scan and Printer	\$50,000.00
2016-5	Livingston Police Department	APP Server with memory upgrade	\$10,000
2016-6	Livingston Police Department	UPS replacement	\$3,000
2016-7	Livingston Police Department	Mobile Memory Upgrade	\$500
2016-8	Dos Palos Police Department	Mobile Data Computers	\$24,000.00
2016-9	<i>Dos Palos Police Department</i>	<i>Remote Communication Service</i>	<i>\$9,876.00 (NOT APPROVED)</i>
2016-10	Livingston Police Department	One Mobile Data Computer	\$4031.24
2016-11	Merced Police Department	16 Mobile Computers & 7 Modems	\$75,000.00
2016-12	Merced County District Attnys	Fingerprint Training & Certification	\$3,500.00
2016-13			
2016-14			

4. New Business
New Proposal
2016-13
5. Next Meeting-Action Item – March 6, 2017
6. Final Meeting for current year & 2017-18 Budget Meeting – June 5, 2017



ADMINISTRATIVE REPORT

Agenda Item H.14.

Meeting Date: 4/3/2017

Report Prepared by: Marvin Dillsaver, Communications Supervisor, Police Department

SUBJECT: Authorization for the Purchase of Thirteen (13) New Panasonic Toughbook Laptop Computer Systems for Police Patrol Vehicles and Waiving the Competitive Bidding Requirement

REPORT IN BRIEF:

Consider authorizing the purchase of thirteen (13) New Panasonic Toughbook Laptop Computer Systems for police patrol vehicles by using pooled cash until RAN reimbursement funds are received.

RECOMMENDATION

City Council - Adopt a motion waiving competitive bidding requirements, as stated in Section 3.04.210 of the Merced Municipal Code, and authorizing the City to enter into a contract with LEHR Auto Electric to utilize an existing contract with the County of Sacramento for the purchase of the Panasonic Toughbook computer equipment at a cost not to exceed \$60,821.00, which includes sales tax.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Refer back to staff for reconsideration of specific items as requested by Council; or,
3. Take no action.

AUTHORITY

Article III of Title 3, Chapter 3.04, of the Merced Municipal Code relating to purchases over twenty-nine thousand dollars; and Section 3.04.210, exemptions from competitive bidding.

CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget.

DISCUSSION

The Police Department would like to replace the current in-car computer systems for our police patrol vehicles with more technologically-advanced systems to allow for better functionality and interfacing with state and federal systems and databases. The Department is seeking to equip thirteen (13) patrol vehicles with state of the art technology, which will allow our officers to perform more of their duties in the field. The funding for this project will be provided on a reimbursement basis by the Merced County Remote Access Network (RAN), which is funded by a portion of state vehicle license fees. The City will receive reimbursement from the RAN Board after the computers are purchased and proof of paid invoices for the same are received by the RAN Board. The RAN Board has

authorized the City to receive \$75,000 in funds for this computer system upgrade. The authorization to accept this RAN funding is sought in a separate City Council Agenda item.

Attached is an RFP from the County of Sacramento for the rugged notebook computer system that was tied to their recent purchase of in-car video systems (Exhibit A). LEHR Auto Electric was awarded the contract from the County of Sacramento on August 4, 2014 (Exhibit B). LEHR Auto Electric has agreed to allow the City of Merced to utilize the County of Sacramento contract to allow the City of Merced to take advantage of the same large quantity discounts that the County of Sacramento received.

The cost of the computer upgrade for thirteen (13) of our patrol cars will cost \$60,821.00. The remainder of the \$75,000 RAN funding will be used to purchase modems, etc. needed to complete the project.

IMPACT ON CITY RESOURCES

Funding for the purchase of these computers will come from reimbursable funding through the Merced County RAN Board. It is requested that the purchase of the computers be made with pooled cash until RAN reimbursement funds are received.

ATTACHMENTS

1. Exhibit A - RFP from Sacramento County
2. Exhibit B - Award of RFP to LEHR Auto
3. Exhibit C - Extension of Sacramento Contract to August 7, 2017
4. Exhibit D - Quote from LEHR Auto
5. Exhibit E - Additional Terms and Conditions - Authorize Public Agency Participation



**COUNTY OF SACRAMENTO
DEPARTMENT OF GENERAL SERVICES
CONTRACT AND PURCHASING SERVICES DIVISION**

RFB #8179

COMMODITY/SERVICE: IN CAR CAMERA SYSTEM EQUIPMENT

CONTENTS

DEFINITIONS	2
KEY EVENTS	3
BIDDER'S INSTRUCTIONS	3
BASIS OF AWARD	8
SPECIFICATIONS	8

Appendices (listed separately in Public Purchase)

- A-Sacramento County General Terms & Conditions
- B-Additional Terms & Conditions
- C-DCSS Contractor Certification of Compliance
- E-Solicitation Exceptions
- F-Non Collusion Affidavit
- G-Sacramento County Minimum Insurance Requirements
- I-Pricing
- J-Local Vendor Preference Affidavit
- N-Iran Contracting Act Disclosure

DEFINITIONS

Response: The written, signed and sealed complete document submitted according to the bid instructions. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

Request/Proposal/Bid: The completed and released document, including all subsequent addenda, made publicly available to all prospective bidders.

We/Us/Our: Terms that refer to the County of Sacramento, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

- Purchasing - the Contracts and Purchasing Services Division of the Department of General Services.
- Department/Division – The department or division requesting the goods or services contained in this request, for which this bid is prepared and which will be the end user of the requested goods or services.
- Constituency – the client base or County population which may benefit from the procurement of goods and/or services requested herein.

You/Your: Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

- Supplier - A business entity engaged in the business of providing goods, equipment and/or services.
- Bidder - A business entity submitting a Response to this bid. Suppliers which may express interest in this bid, but who do not submit a Response, have no obligations with respect to the bid requirements.
- Contractor - The Bidder(s) whose Response to this bid is evaluated as meeting the needs of the County. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this bid.
- Contractor's Employee - All persons who can be offered to provide the goods, equipment and/or services described in the bid. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

Mandatory: A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as "mandatory" will disqualify the particular response.

Default: A failure to act as required by any contract resulting from this request, which may trigger the right to sue or may excuse the other party's obligation to perform under the contract.

Cancellation/Termination: A unilateral or mutual decision to not complete an exchange or perform an obligation under any contract resulting from this request.

"Or Equal": A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a bid document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

KEY EVENTS

Event/Action	Date(s)
RFB Release Date	June 5, 2014
Deadline for submitting written questions	June 24, 2014
Addendum issued (if necessary)	July 7, 2014
Responses due	July 21, 2014
Award contract	October 1, 2014

BIDDER'S INSTRUCTIONS

General Format: Respond to all requests for information and completion of forms contained in this Request for Bid. You may use additional sheets as necessary. A qualifying response must address all items. Brochures and advertisements will not be considered a complete reply to requests for information and will not be accepted as such. Bidder is solely responsible for accuracy and completeness of bid response and for electronically separating and marking documents as confidential when submitting their response through Public Purchase. Responses considered incomplete may be rejected.

Alteration of Bid Text: the original text of this bid document, as well as any attachments, amendments or other official correspondence related to this bid document, may not be manually, electronically or otherwise altered by bidder or bidder's agent(s). Any response containing altered, deleted, additional or otherwise non-original text will be disqualified.

Preparation of Response:

- A. All responses must be signed by an authorized officer or employee of the responder.
- B. Responses must be submitted prior to the specified date and time, using the www.publicpurchase.com website. Responses delivered by hand, fax, telephone, e-mail, or any postal carrier will not be accepted. If bidder uploads a file to Public Purchase, it is bidder responsibility to ensure the file is not corrupt or damaged. If County is unable to open an attachment because it is damaged, corrupt, infected, etc., it may disqualify bidder's submission.
- C. Time of delivery must be stated as the number of calendar days following receipt of the order by the bidder to receipt of the goods or services by the County.
- D. Time of delivery may be a consideration in the award.
- E. Prices will be considered as net if no cash discount is offered. If a discrepancy between the unit price and the item total exists, the unit price prevails.

Entering a Response in Public Purchase: (IMPORTANT INFORMATION- PLEASE READ!)

The RFP has several appendices posted in Public Purchase. Some appendices are “informational only, some are “online forms” and others are documents that need to be downloaded, completed “off-line”, and then uploaded back into Public Purchase as part of your response. In addition, some appendices are “required” and some are not. If the appendix is required, you must either “read and accept”, “fill out and accept” or “download, complete offline, then upload back in to Public Purchase”. Below are some scenarios to explain the process (some of the example appendices listed below may not be listed in this solicitation):

Appendix A - Sacramento County General Terms & Conditions: This is a required appendix, but is informational only. You are required to open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix B - Additional Terms & Conditions: This is a required appendix, but is informational only. You are required to open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix C - DCSS Contractor Certification of Compliance: This is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix D - Environmental Purchasing Policy: This is an informational only document. Please read. If your product or service applies, please indicate so in your response.

Appendix E - Solicitation Exceptions: This is not a mandatory online form. If you have exceptions to the RFP, this is where you should list your exceptions. Enter information in the appropriate fields. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix F - Non Collusion Affidavit: This is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix G - Sacramento County Minimum Insurance Requirements: If included, this is a required appendix, but is informational only. You are required to open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix H - Customer References: This is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix I - Pricing: If included, this is a required appendix, and is an offline document that needs to be downloaded, completed (offline), and then uploaded as part of your response.

Appendix J – Small and Local Vendor Preference Program: This is not a required form. This form is required ONLY if you wish to claim a 5% local vendor preference and/or a 2% small business preference. Enter information in the appropriate fields. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix K - Risk Assessment Questionnaire: If included, this is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix L - HIPAA Business Associate Exhibit: If included, this is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix M - Good Neighbor Policy: If included, this is a required appendix, but is informational only. You are required to open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix N – Iran Contracting Act Disclosure: If included, this is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit. You will then be taken to the next document or form (appendix).

Appendix	Type	If marked as mandatory, do this:	If not marked as mandatory, do this:
A - Terms	Informational	Open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit	Always a mandatory item
B - Terms	Informational	Open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit	Always a mandatory item
C - DCSS	Online Form	Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit.	Always a mandatory item
D - EPP	Informational	Please read. If your product or service applies, please indicate so in your response.	Please read. If your product or service applies, please indicate so in your response.

Appendix	Type	If marked as mandatory, do this:	If not marked as mandatory, do this:
E - Exceptions	Informational	Not a mandatory item	If you have exceptions to the RFP, this is where you should list your exceptions. Enter information in the appropriate fields. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit.
F – Non Collusion	Online Form	This is a mandatory form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit.	Always a mandatory item
G - Insurance	Informational	You are required to open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit.	No action required.
H - References	Online Form	This is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit.	Always a mandatory item
I - Pricing	Document	If included, this is a required appendix, and is an offline document that needs to be downloaded, completed (offline), and then uploaded as part of your response.	No action required if not listed.
J - POP	Informational	This is not a mandatory document	This form is required ONLY if you are trying to claim a 5% local vendor preference and/or a 2% small business preference. Enter information in the appropriate fields. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit.

Appendix	Type	If marked as mandatory, do this:	If not marked as mandatory, do this:
K - Risk	Online Form	<u>If included</u> , this is a mandatory online form that needs to be completed. Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit.	No action required if not listed.
L - HIPAA	Online Form	<u>If included</u> , this is a required appendix, and is an online form that needs to be completed (online). Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit.	No action required if not listed.
M – Good Neighbor	Informational	<u>If included</u> , this is a required appendix, but is informational only. You are required to open and read the document. Then you will need to click on the “accept” or “accept with exceptions” radio button, enter your password, then click submit.	No action required if not listed.
N – Iran Contracting	Online Form	<u>If included</u> , this is a mandatory online form that needs to be completed. Select the option that applies to your firm and enter information in all the fields. In the “signature” field, just type your name. When you are finished entering information in all the fields, click the “accept” or “accept with exceptions” radio button, enter your password, then click submit.	No action required if not listed.

Confidential Information/Public Record: All responses become property of the County. All responses, including the accepted bid and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 -6270, “California Public Records Act”. Proprietary material must be clearly marked as such. Pricing and service elements of the successful bid are not considered proprietary information.

The County will treat all information submitted in a bid as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your bid, you must identify any such information, together with the legal basis of your claim in your bid, and present such information separately as part of your response package. Public Purchase allows you to mark such documents as “confidential” when uploaded into the system.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

BASIS OF AWARD

Award will be made to the bidder whose offer provides the greatest value, in our view, to the County from the standpoint of suitability to purpose, quality, service, previous experience, life cycle, cost, ability to deliver, or for other reasons deemed by Purchasing to be in the best interest of the County.

Public Bid Opening: As soon as possible after the date and time specified by the Request for Bid, pricing information will be made public to all bidders. The responses will remain sealed during the bid evaluation period, and will be made available for public inspection upon notice of bid award.

This bid award will be determined by lowest price to meet specifications. **Bid responses will be considered valid for a period of 90 calendar days after bid closing date above.**

Note: All specifications, terms and conditions of this request will apply to any resulting order.

SPECIFICATIONS

1. Background and Objectives:

In 2007, we purchased and began using an In Car Camera System by Panasonic, utilizing Toughbooks and Arbitrator cameras for our squad cars. We continue to use this equipment in our squad cars and other various locations through our department. The technology has changed and improved and we need to replace our old equipment that has begun to fail.

In 2007 we began a contract with CDCE for our Panasonic needs and because of the special needs and requirements of our "back-end" needed to stay with them for our continuing purchases. With the new technology, we can now open up purchasing to other possible vendors.

2. Ordering:

Ordering by email with delivery to Asset Management, 711 G St. Quantities will be ordered on as needed basis as shown on spreadsheet.

3. Part Number Change:

Vendor is required to advise contract department contact on any part number changes.

4. Warranty:

Three year warranty on major components (Toughbook, Arbitrator camera, VPU, docking station); others manufacturer warranty.

5. Shipping and billing instructions:

Ship and Bill to:
Sacramento County Sheriff
Asset Management
ATTN: Kathy Brelje
711 G Street, Rm 202
Sacramento, CA 95814

DETAILED SPECIFICATIONS

See Appendix I Pricing for equipment listing



County of Sacramento
Open Item Contract

Contract and Purchasing
Services Division
9660 Ecology Ln.
Sacramento, CA 95827
(916) 876-6360

Your Vendor number with us
628689

LEHR AUTO ELECTRIC
4707 NORTHGATE BLVD
SACRAMENTO CA 95834

Vendors Contact Person: STEVE ADAIR
Vendors Phone Number: 916-267-5547

Reprint of
Open Item Contract WA00032010 /
08/04/2014

This number must appear on all correspondence to the
Purchasing Division.

Contract number/date

WA00032010 / 08/04/2014

Issuing Officer/Telephone

Reddie, Tom / 916 876-6369

Signature: 

Contract Period

Valid from: 08/08/2014

Valid to: 08/07/2015

F.O.B. Dest., Freight Prepaid
Payment Terms: Due in 30 Days
Contractual maximum value: 5,441,624.35

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the reverse.

Before supplying any goods or services to the County, the vendor must obtain a CSO (Contract Shipping Order) number from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable. For a CSO to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number must be referenced on all documents related to the order (packing slips, invoices, etc.). Failure to obtain a CSO and reference its number may result in the delay or non-payment of the invoice.

In Car Camera System Equipment

August 6, 2014 Changes to Open Item Contract per email from Kathy Brelje.

Add:

Line 00370 for Package A Complete System (Patrol Vehicles); See Attachment 3 for details

Line 00380 for Package B No Rear Camera (K-9 Vehicles) See Attachment 3 for details

Increase:
Line 10 to 300 each
Line 40 to 300 each
line 280 to 300 each

In Car Camera System Equipment

Commodity: 9500 Hardware-Miscellaneous hardware
7040 IT COMP & Services-PC Peripherals

Vendor's Representative Information:

Lehr Auto Electric
Vendor Number: 628689
4707 Northgate Blvd.
Sacramento, CA 95814
Office: 916-646-6626
Fax Number: 916-646-6656
Cell Number: N/A
Email: steve@lehrauto.com

This contract WA00032010 is established for the acquisition for In Car Camera System Equipment for Sacramento County Sheriff Department Field Support Division per Request for Bid #8179 dated July 25, 2014 and is hereby incorporated by reference and made a part of this contract.

Attachment 1: Warranty Statement: Panasonic Standard Warranty Arbitrator 360 (2.0 Series); HAVIS Standard Limited Warranty; Panasonic USA Standard Warranty Section 1: Limited Warranty-Hardware.

Attachment Number 2: Appendix I: Lehr Auto Electric pricing dated July 25, 2014 is hereby incorporated into and is hereby part of this contract.

Attachment 3: Package A-Complete System (Patrol Vehicles) & Package B-No Rear Camera (K-9 Vehicles)

This contract is restricted for use by Sacramento County Sheriff Department Field Support Division only.

Department point of contact information:

Kathy L. Brelje, Asset Manager
Sacramento County Sheriff Department
Field Support Division
Address: 711 G Street
Sacramento, CA 95814
Telephone Number: 916-874-4177
Fax Number: N/A
Email: kbrelje@sacsheriff.com

Contract & Purchasing Services Contact:
Tom Reddie, Senior Contract Services Officer

Telephone Number: 916-876-6369

Email: reddiet@saccounty.net

Contract Term: August 8, 2014 through August 7, 2015. The County reserves the right to extend this contract for two (2) one-year contract extensions through August 7, 2017.

1.Ordering:

Ordering by email with delivery to Asset Management, 711 G St. Quantities will be ordered on as needed basis as shown on spreadsheet.

2.Part Number Change:

Vendor is required to advise contract department contact on any part number changes.

3.Warranty:

Three year warranty on major components (Toughbook, Arbitrator camera, VPU, docking station); others manufacturer warranty. (See Attachment 1)

4.Shipping and billing instructions:

Ship and Bill to:
Sacramento County Sheriff
Asset Management
ATTN: Kathy Brelje
711 G Street, Rm 202
Sacramento, CA 95814

Applicable Laws - Vendor, in providing the services specified herein, shall comply with all applicable Federal, State and County statutes, patents, copyright laws, ordinances, regulations, directives, and laws. The resultant contract(s) shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California.

Termination:

A.County may terminate any resulting agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B.County may terminate any resulting agreement for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If

notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (a) above.

C.County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

D.If any resulting agreement is terminated under paragraph A or C above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

Invoicing: Prepare invoices in duplicates and send to the ordering department or agency. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; contract number; contract release number (CSO#), unit prices and extensions; sales tax; and an invoice total.

Safety Requirements: All services and merchandise must comply with current California State Division of Industrial Safety orders and O.S.H.A.

Non-assignment: Contractor shall neither assign nor subcontract any of the services required under this contract without prior written consent of the County.

Indemnification: Contractor shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, his agents, representatives or employees. County shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County's Risk Management Office the insurance provisions in these requirements do not provide adequate protection for County and for members of the public, County may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. County's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Contractor shall furnish the County with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by the County before performance commences. The County reserves the right to require that Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Contractor's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office. .
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession.

5.UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1.General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate: \$2,000,000
Products Comp/Op Aggregate: \$2,000,000
Personal & Adv. Injury: \$1,000,000
Each Occurrence: \$1,000,000
Fire Damage: \$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503
Amendment-Aggregate Limits of Insurance (Per Project).

2.Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3.Workers' Compensation: Statutory.

4.Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

5.Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

1.The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Contractor.

2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. ADDITIONAL INSURED STATUS: The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers. Applicable to General Liability, use ISO form CG 2010 11-85 only, and Auto Liability Policies.

2. PRIMARY INSURANCE: For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Applicable to General Liability and Auto Liability policies.

3. FAILURE TO COMPLY: Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the County, its officers, directors, officials, employees, agents or volunteers. Applies to policies in which the County is named as an additional insured.

4. SEVERABILITY OF INTEREST: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Applicable to General Liability and Auto Liability policies.

5. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage, or reduced in limits, except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the County. For non-payment of premium 10 days' prior written notice of cancellation, certified mail, return receipt requested is required. Applicable to all

policies.

6.WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor.

7.PROPERTY WAIVER OF SUBROGATION: Course of construction policies shall contain the following provisions:

1. The County shall be named as loss payee.
- 2.The insurer shall waive all rights of subrogation against the County.

8.CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

9.ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.

10. SUBCONTRACTORS: Contractor shall require all subcontractors to maintain adequate insurance. Subcontractors shall name CONTRACTOR as additional insured on their General Liability policies. CONTRACTOR shall maintain copies of certificates of insurance and additional insured endorsements as provided by CONTRACTOR's subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Item	Tgt. qty.	Unit	Price	Unit of	Extended
Mat Num		Description	/ Unit	Measure	Value
00010	300	Each			
		Rugged Notebook Laptop 31-WBLEHLM			
			3,799.00 / 1 EA		1,139,700.00

Item	Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00020		200	Each CF31 Port Replicator-Laptop RP-320023	554.50 / 1 EA		110,900.00
00030		200	Each CF-31 Oower Adapter-Laptop LPS-104P	118.65 / 1 EA		23,730.00
00040		300	Each SB20 4"-15" FEE-100001	3.00 / 1 EA		900.00
00050		5	Each CF-31 500GB HARD DRIVE CF-K31HD5032	126.76 / 1 EA		633.80
00060		200	Each Keybord FT-88-911-TP-USB-P	279.00 / 1 EA		55,800.00
00070		200	Each Arbitrator Sys. Ft. Cam ARB-KIT-HD256M24	4,620.00 / 1 EA		924,000.00
00080		200	Each Annual License CF-SVCARB2AMA1Y	200.00 / 1 EA		40,000.00
00090		200	Each Annual License CF-SVCARB2AMA2Y	300.00 / 1 EA		60,000.00
00100		50	Each Arbitrator Rec. Unit (VPU) PAN-AG-CPD15P	1,197.05 / 1 EA		59,852.50
00110		50	Each Rear Faciing Camera CN358IR-P	117.00 / 1 EA		5,850.00
00120		200	Each Rear Facing Camera HD ARB-WV-VC31-C	381.60 / 1 EA		76,320.00
00130		5	Each Side Facing Camera HD ARB-WV-VC32-C	353.50 / 1 EA		1,767.50

Item	Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00140		200	Each Camera Mount UTVID-H-7000025	56.93 / 1	EA	11,386.00
00150		25	Each 256 GB SSD ARB-256SSD	417.75 / 1	EA	10,443.75
00160		25	Each SD CARD RP-SDW32GP1K	259.95 / 1	EA	6,498.75
00170		10	Each P2 Card AJ-P2C016AG-P	1,030.00 / 1	EA	10,300.00
00180		10	Each Cable Kit PAN-AG-CR12P	107.00 / 1	EA	1,070.00
00190		20	Each Camera Cable Short PAN-K1EB12LD0001	112.00 / 1	EA	2,240.00
00200		20	Each Camera Cable Long PAN-K1EA129D009	160.00 / 1	EA	3,200.00
00210		200	Each Wireless Microphone System MAV-100036	370.00 / 1	EA	74,000.00
00220		200	Each Wireless Microphone MAV-100033	220.00 / 1	EA	44,000.00
00230		200	Each WiFi Antenna A360-WLSAP-MBK	284.00 / 1	EA	56,800.00
00240		200	Each Accelerometer TGS-3DP	216.00 / 1	EA	43,200.00
00250		200	Each Shutdown Timer 5201	65.00 / 1	EA	13,000.00

Item	Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00260		10	Each CF30 AC Power Cable CDCAC30	67.78 / 1	EA	677.80
00270		25	Each CF30 Standard Battery CF-VZSU46AU	142.35 / 1	EA	3,558.75
00280		300	Each CF31 Power Adapter PS-200009 CF-31DC120W	118.65 / 1	EA	35,595.00
00290		50	Each CF31 AC Power Cable CF-AA5713AM	67.78 / 1	EA	3,389.00
00300		10	Each CF31 Standard Battery CF-VZSU46AU	142.35 / 1	EA	1,423.50
00310		5	Each CF31 Bat Multi Media Bay CF-VZSU1431U	235.00 / 1	EA	1,175.00
00320		5	Each CF31 Multi Charger PACH329-1857-P	526.00 / 1	EA	2,630.00
00330		25	Each CF31 Desktop Replicator CF-VEB311U	275.00 / 1	EA	6,875.00
00340		10	Each CF31 Optical Drive CF-VDM312U	278.00 / 1	EA	2,780.00
00350		1	Each CF31 Backlit Keyboard CDCBK31	240.00 / 1	EA	240.00
00360		1	Each CF31 Memory MM-120011	45.00 / 1	EA	45.00
00370		200	Each Package A- Complete Sys. Partol Vehicles	10,513.38 / 1	EA	2,102,676.00

Item	Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00380		50	Each Package B- No Rear Camera K-9 Vehicles	10,099.34	/ 1 EA	504,967.00



County of Sacramento Change to Open Item Contract

Contract and Purchasing
Services Division
9660 Ecology Ln.
Sacramento, CA 95827
(916) 876-6360

Your Vendor number with us

628689

LEHR AUTO ELECTRIC
4707 NORTHGATE BLVD
SACRAMENTO CA 95834

Vendors Contact Person: STEVE ADAIR

Vendors Phone Number: 916-267-5547

Reprint of Change to WA00032010 / 08/04/2014 Open Item Contract

This number must appear on all correspondence to the

Purchasing Division.

Contract number/date

WA00032010 / 08/04/2014

Issuing Officer/Telephone

Reddie, Tom/916 876-6369

Signature: 

Contract Period

Valid from: 08/08/2014

Valid to: 08/07/2017

F.O.B. Dest., Freight Prepaid

Payment Terms: Due in 30 Days

Contractual maximum value: 6,738,388.60

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the last page of contract.

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In Car Camera System Equipment

June 27, 2016, Contract Extension

Contract Term: August 8, 2014 through August 7, 2015. The County reserves the right to extend this contract for two (2) one-year contract extensions through August 7, 2017.

Change #8 to Open Item Contract

Add line 480 for 18 each, Part number HS DS-PAN-111-2, CF31 DUAL PASS,
PER email from Kristie Meeks dated March 1, 2016.

Change #7 to Open Item Contract

Add line for CAL Recycling Fee

Change #6 to Open Item Contract:

Add line 460 per email from Kristie Meeks dated 9/23/2015.

Change #5 to Open Item Contract to add line 450 per email from Tanya
Birch email dated August 25, 2015.

Change #4 to Open Item Contract. Contract is hereby extended through
August 7, 2016.

Change #3 to Open Item Contract per email from Tanya Birch dated April
9, 2014.

Added Lines 0400 through 0440; Decreased unit price on line 037 and
038.

Change #2 to Open Item Contract per email from Kathy Brelje dated
November 18, 2014.

Add:
Line 390 for batteries.

August 6, 2014 Changes to Open Item Contract per email from Kathy
Brelje.

Add:
Line 00370 for Package A Complete System (Patrol Vehicles); See
Attachment 3 for details
Line 00380 for Package B No Rear Camera (K-9 Vehicles) See Attachment 3
for details

Increase:
Line 10 to 300 each
Line 40 to 300 each
line 280 to 300 each

In Car Camera System Equipment

Commodity: 9500 Hardware-Miscellaneous hardware
7040 IT COMP & Services-PC Peripherals

Vendor's Representative Information:

Lehr Auto Electric
Vendor Number: 628689
4707 Northgate Blvd.
Sacramento, CA 95814
Office: 916-646-6626
Fax Number: 916-646-6656
Cell Number: N/A
Email: steve@lehrauto.com

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Department point of contact information:

Kathy L. Brelje, Asset Manager
Sacramento County Sheriff Department
Field Support Division
Address: 711 G Street
Sacramento, CA 95814
Telephone Number: 916-874-4177
Fax Number: N/A
Email: kbrelje@sacsheriff.com

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Tom Reddie, Senior Contract Services Officer
Telephone Number: 916-876-6369

Email: reddiet@saccounty.net

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2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession.

5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate: \$2,000,000
Products Comp/Op Aggregate: \$2,000,000
Personal & Adv. Injury: \$1,000,000
Each Occurrence: \$1,000,000
Fire Damage: \$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503
Amendment-Aggregate Limits of Insurance (Per Project).

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3. Workers' Compensation: Statutory.

4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Contractor.

2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. ADDITIONAL INSURED STATUS: The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers. Applicable to General Liability, use ISO form CG 2010 11-85 only, and Auto Liability Policies.

2. PRIMARY INSURANCE: For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Applicable to General Liability and Auto Liability policies.

3. FAILURE TO COMPLY: Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the County, its officers, directors, officials, employees, agents or volunteers. Applies to policies in which the County is named as an additional insured.

4. SEVERABILITY OF INTEREST: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Applicable to General Liability and Auto Liability policies.

5. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage, or reduced in limits, except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the County. For non-payment of premium 10 days' prior written notice of cancellation, certified mail, return receipt requested is required. Applicable to all policies.

6.WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor.

7.PROPERTY WAIVER OF SUBROGATION: Course of construction policies shall contain the following provisions:

1. The County shall be named as loss payee.
- 2.The insurer shall waive all rights of subrogation against the County.

8.CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

9.ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.

10. SUBCONTRACTORS: Contractor shall require all subcontractors to maintain adequate insurance. Subcontractors shall name CONTRACTOR as additional insured on their General Liability policies. CONTRACTOR shall maintain copies of certificates of insurance and additional insured endorsements as provided by CONTRACTOR's subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

*** Validity period changed ***
*** Text changed ***

PURCHASE ORDER/CONTRACT GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the contractor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the contractor.
5. **HOLD HARMLESS:** The contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
6. **DEFAULT BY CONTRACTOR:** In case of default by contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No Federal tax shall be included in price.
11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, contractor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that either: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court. New Contractor shall certify that each of the following statements is true:
(a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
(b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.
NOTE: Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.
20. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.



4707 Northgate Blvd.
 Sacramento, CA. 95834
 Parts Dept. 916-646-6626
 Service Dept 916-646-6636
 Fax 916-646-6656

**** QUOTATION ****
 Ord # 01 65851
 P/O # P135943/1233

Page 1

NET 30 DAYS

GROUND

Br Acct
 00 51970

PHIL3856801
 MERCED CITY OF
 678 W 18TH STREET
 MERCED CA 95340

MERCED CITY CORP YARD
 1776 GROGAN AVE
 MERCED CA 95340

SA HO
 3/07/17
 17:34:27
 Expires
 6/14/2017

Lin	Qty	Part Number	S Description	Wt.Each	Net	Value
001	13	P3 CF-3113-00VM	P CF-31 I5 256SSD	3799.0000	49387.00	
		Public Sector Specific - Premium, Win10 Pro COA, Intel Core i5-5300U 2.30GHz, vPro, 13.1" XGA Touch, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:Selectable), 4G LTE Multi Carrier (EM7355), GPS, Webcam, Emissive Backlit Keyboard, No DVD Drive, Toughbook Preferred, CF-SVCPDEP3Y - Toughbook & Toughpad Premier Deployment - Includes Imaging, Customer Portal Access, Multilocation Shipping and Disk Image Management at the Panasonic National Service Center (Years 1,2,3), CF-SVCLTNF3Y - Protection Plus Laptop Years 1,2,3				
002	13	RD SMARTCARD	SMARTCARD UPGRA	250.0000	3250.00	
003	13	P3 CF-SVCLTEXT2Y	2YR EXT WARRANT	293.0000	3809.00	

39	56446.00					4374.57
TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
RCVD. BY: _____						\$ 60820.57

WWW.LEHRAUTO.COM

SALES@LEHRAUTO.COM

APPENDIX B
COUNTY OF SACRAMENTO
ADDITIONAL TERMS AND CONDITIONS

Bidder Responsibility: You are expected to be thoroughly familiar with all specifications and requirements of this bid. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this bid. By submitting a response, you are presumed to concur with all terms, conditions and specifications of this bid unless you have specifically, by section number, raised objection.

Awards:

- A. The County of Sacramento reserves the right to:
 - 1) award responses received on the basis of individual items, or groups of items, or on the entire list of items;
 - 2) reject any or all responses, or any part thereof;
 - 3) waive any informality in the responses; and
 - 4) accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final.
- B. Preference for Sacramento County Products. In purchases by the County of Sacramento, price and quality being equal, preference must be given to Sacramento County products (Charter of the County of Sacramento, sec. 83); also, ". . . preference must be given to the lowest responsible local bidder offering to supply such items for purchase which are raised, grown, manufactured, fabricated, processed or assembled in Sacramento County . . ." (Sacramento County Code, sec. 2.56.060).
- C. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the County, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

Taxes:

- A. Include any sales, use, or federal excise taxes in your response as separate line item(s).
- B. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.
- C. Items purchased for resale will show the County's resale permit number on the purchase order.
- D. Exemption certificates will be furnished when federal excise tax is exempted.

Brand Names: Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal is final and conclusive. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified.

Samples: Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

Termination:

- A. County may terminate any resulting agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. County may terminate any resulting agreement for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

- C. County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If any resulting agreement is terminated under paragraph A or C above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.
- E. Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

Public Agency Participation: It is intended that any other public agency including those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation. The County of Sacramento shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation.

Out of State Vendors Providing Services to the County of Sacramento: Recent state legislation requires the County to withhold seven percent (7%) of all income paid to certain independent contractors who do not reside in California. (Rev. & Tax. Code §18662; Cal.Admin. Code §§18662-1-18662-14.) This provision does not apply if the total amount paid for services in a given year is less than \$1,500. It also does not apply if: a) the contractor is a corporation with a principal place of business in California; b) a partnership with a permanent place of business in California; c) a corporation qualified through the Secretary of State to do business in California; or d) an individual with a permanent residence in the State of California.

FTB Waiver -The contractor can apply to the FTB for a waiver from this withholding requirement. An FTB waiver will generally be granted when the nonresident contractor has a current history of filing California tax returns and/or is currently making estimated tax payments to the FTB. An FTB waiver request is made on FTB Form 588, which can be faxed to the FTB at (916) 845-4831.



ADMINISTRATIVE REPORT

Agenda Item H.15.

Meeting Date: 4/3/2017

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

SUBJECT: Request to Set a Public Hearing for the 2017 Housing and Urban Development (HUD) Annual Action Plan

REPORT IN BRIEF

Request to set a Public Hearing for Monday, April 17, 2017, to consider the 2017 Housing and Urban Development (HUD) Annual Action Plan.

RECOMMENDATION

City Council - Adopt a motion setting a Public Hearing for Monday, April 17, 2017, to consider the Housing and Urban Development Annual Action Plan.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 405 and 411, et seq. of the City of Merced and Pursuant to 24 CFR 91.520, the City will submit the 2017 HUD Annual Action Plan to the Department of Housing and Urban Development.

CITY COUNCIL PRIORITIES

As proposed for in the 2017-18 budget and appropriated to the City of Merced as a HUD entitlement community by the U.S. Department of Housing and Urban Development Annual Action Plan.

DISCUSSION

Staff is requesting Council to set a Public Hearing to consider the 2017 HUD Annual Action Plan. The 2017 HUD Annual Action Plan outlines programs and activities to be funded with Community Development Block Grant funds next Fiscal Year. In order for an activity or program to become eligible, they must meet the HUD criteria, which includes National Goals and Objectives designed to eliminate blight and provide housing for low income families.

Guidelines for each program dictate how the funds may be spent. Staff works with each recipient to ensure eligibility for and compliance with Community Development Block Grant (CDBG) or HOME Investment Partnerships Program (HOME) federal grant programs.

The Action Plan describes how funds will be used by the City of Merced. Whether the funds are being used for administrative or program activities, the proposed activities must meet a HUD-approved national objective to be considered eligible. The three national objectives are: 1) Directly benefit low and moderate-income persons; 2) Aid in the prevention and elimination of slums or blight; or, 3) Meet an urgent need such as flood, hurricane, or tornado clean-up and repair.

The common goal of these programs is to make Merced a more livable community. This goal is achieved in three ways. First, is by granting funds to local nonprofit organizations and assisting them with providing funds to expand their programs. Second, is by providing affordable, safe, and decent housing throughout the community. Lastly, these funds can be used for upgrades to existing public facilities to make them accessible for individuals with disabilities.

History and Past Actions

Each year the City of Merced prepares an Annual Action Plan for submission to the U.S. Department of Housing and Urban Development. The framework for the Annual Action Plan finds its roots in the *City of Merced 2015-20 Consolidated Plan*. The *Consolidated Plan* is a five-year planning document, outlining the City's strategy for pursuing federal, state, and local resources to meet housing and community development needs of low and moderate income residents.

IMPACT ON CITY RESOURCES

No appropriation of general funds is needed.



ADMINISTRATIVE REPORT

Agenda Item H.16.

Meeting Date: 4/3/2017

Report Prepared by: Mark E. Hamilton, Housing Program Supervisor, Housing Division, Development Services Department

SUBJECT: Consider Approving an Interdepartmental Cooperative Agreement for Fiscal Year 2016/17 Between the Engineering Division and Housing Division in the Amount of \$133,410

REPORT IN BRIEF

Consider approving an Interdepartmental Cooperative Agreement not to exceed \$133,410 between the City's Engineering Division and Housing Division regarding use of the Community Development Block Grant from Fiscal Year 2016/17 for construction of ADA compliant ramps.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving an agreement as identified in the 2016 Department of Housing and Urban Development (HUD) Annual Plan with Community Development Block Grant (CDBG) funds from the 2016/17 Fiscal Year per previous City Council recommendation; and,
- B. Approving an Interdepartmental Cooperative Agreement between the City's Engineering and Housing divisions, both of which are under the City's Department of Development Services Department in the amount not to exceed \$133,410 as identified in the 2016 Department of Housing and Urban Development (HUD) Annual Plan with Community Development Block Grant (CDBG) funds from the 2016/17 Fiscal Year; and,
- C. Authorizing the respective City division Department Heads to execute and, if necessary make minor modifications to the Interdepartmental Agreement described above and as attached to this report and all associated documents; and,
- D. Authorizing a transfer from Fund 018-Housing to Fund 450 Streets and Signals CIP in the amount of \$133,410 and appropriating the same to Account 450-1104-637-65-00 Project #117007.

ALTERNATIVES

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

AUTHORITY

Section 200 of the City of Merced Municipal Code, City of Merced 2016 HUD Annual Plan and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG, including Subpart K of these regulations).

CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget.

DISCUSSION

Staff is requesting the City Council consider approving an Interdepartmental Cooperative Agreement (Attachment 1) between the City's Engineering and Housing Divisions (both of which are within the Department of Development Services) for the 'CDBG South Merced Sidewalks FY 2016/17' project. The 2016 HUD Annual Action Plan identified and budgeted \$133,410 for this activity, which will be overseen by the Engineering Division. Housing staff will work with the Engineering Division to ensure the activities are carried out per the Housing and Urban Development (HUD) program guidelines.

The project and the amount requested were previously discussed by Council in April 2016. The project was considered and included as part of the City's 2016 Department of Housing and Urban Development (HUD) Action Plan. After the discussion, this project was selected and incorporated into the approved 2016 HUD Annual Action Plan.

The concept of an Interdepartmental Cooperative Agreement came from HUD's monitoring of the City's Housing program in 2013. During the review, HUD noticed that only external organizations had agreements in place. As a follow-up, the Agency recommended that all organizations and City departments using HUD funds should have an agreement in place to ensure compliance with HUD's regulations.

With the approval of this agreement, Community Development Block Grant funds will be invested into the community as an improvement to infrastructure. The project proposes to repair 12 sidewalk curb cuts located in South Merced. The project is planned to be carried out and completed prior to June 30, 2018. Housing will reimburse applicable project costs upon submittal of an invoice and a report describing the activities' progress.

Engineering Staff is proposing to combine this project with the N Street - Childs to 8th Street project (CIP 117041) in an effort to save overall project costs. Some of the savings will result in a reduction to the plans and specifications drafted by the Engineering Division, reducing the number of bid packages released, coordinating project resources, and a reduction of staff field time. Additionally, by combining these projects, the bid package would be more enticing to a wider range of contractors.

Upon receipt of progress reports and conclusion of the activity, information gathered will be included in the City's Consolidated Annual Performance and Evaluation Report (CAPER) that is completed for HUD at the end of the Fiscal Year. The CAPER is a report HUD requires each participating jurisdiction complete and submit at the conclusion of the previous fiscal year outlining the accomplishments of each activity.

IMPACT ON CITY RESOURCES

No appropriation of general funds is needed.

Transferring \$133,410 from Fund 018-Housing (CDBG) to Fund 450 Streets and Signals CIP and appropriating the same to Account 450-1104-637-65- 00 Project #117007.

ATTACHMENTS

1. Interdepartmental Cooperative Agreement - Sidewalk Repair - FY16-17
2. N Street and CDBG Projects



CITY OF MERCED INTERDEPARTMENTAL COOPERATIVE AGREEMENT

This Interdepartmental Cooperative Agreement between the City of Merced Engineering Department and the City of Merced Housing Division is entered into this ____ day of _____, 20_____.

The parties agree as follows:

1. **Scope of Services.** The Engineering Department will be responsible for administering a Community Development Block Grant (CDBG) Year 2016-17 grant in a manner satisfactory to and consistent with any standards required as a condition of providing these funds. The Engineering Department will make improvements to various sidewalks for the Sidewalk and ADA Ramp Improvements as defined in the application for the project.
2. **Time of Performance.** The project will be completed no later than June 30, 2018.
3. **Budget and Use of Funds.** The total amount to be paid by CDBG funds under this agreement shall not exceed \$133,410. Payment will be made only for the cost of constructing the above-described improvements and direct costs for advertising, printing, and other necessary costs to bid the project. Administrative time will not be eligible for reimbursement.
4. **Goals.** This project will meet a CDBG national objective by providing a benefit primarily to a low- and moderate-income area, specifically Census Tract 15.03.
5. **Grant Compliance.** The Engineering Department agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the regulations concerning CDBG funds). The Engineering Department also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.
6. **Procurement.** The Engineering Department will procure a construction contract or construction contracts and any services in a manner consistent with the federal requirements at 24 CFR 85.36. This will include the following steps:
 - a. *Bidding.* Obtain the current labor standards package, including federal wage determination, from Engineering Department staff for inclusion in the bid package. Release and advertise an Invitation for Bid or equivalent to solicit sealed bids. Update the federal wage determination 10 days prior to opening.
 - b. *Contractor selection.* After bids have been opened, provide a complete list of bidders to the Engineering Department. Include a copy of the submission from the lowest responsive and responsible bidder. The Engineering Department will check the contractor's and subcontractors' license and federal debarment status and inform the Housing Division of the contractor's eligibility to enter into an agreement with the Engineering Department.
 - c. *Contracting.* Provide the Housing Division with a copy of the executed contract.

7. **Construction Management.** The Engineering Department will provide the following information throughout the course of the project:

- a. Date, time, and location of the pre-construction conference. This should be held at a time when a representative of Housing Division is able to attend.
- b. 10-day labor standards compliance documents.
- c. A sufficient schedule of work to take place sufficient so that the Housing Division is able to determine when required employee interviews should be conducted, and updated schedules as needed.
- d. Copies of any payrolls or other labor standards compliance documentation, if not submitted directly to the Housing Division.
- e. Copies of all change orders.

Please note that if the labor standards compliance information is not complete and correct through the date of any payment request, that payment request may not be paid until proper information is submitted.

8. **Payment Requests.** The Engineering Department shall submit all payment requests for the project to Housing Division staff for payment, with certification that the percentage of work completed is in line with the payment request. After Housing Division approval, payment will be made by the Finance Department. Payment requests for construction work should contain:

- a. Original invoice(s) from the contractor.
- b. Approving signature by an authorized representative of the Engineering Department or the City Engineer, indicating that all charges have been reviewed and found to be consistent with the contract and applicable rules for disbursement.
- c. W-9 (Request for Taxpayer Identification and Number and Certification) for the vendor.

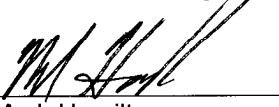
Payment requests for direct costs associated with implementing the project, such as printing or advertising costs, should be submitted to the Housing Division with an original copy of the invoice and applicable back-up documentation.

9. **Property Management.** The sidewalk improvements are considered a public facility improvement. The Engineering Department will comply with all applicable federal policies regarding real property and property improvements, including the following:

- a. Maintain the property in good condition.
- b. Keep adequate property records. All records must be retained for five years after final disposition of property.
- c. Ensure that the property is covered by the City's insurance in case of loss or damage.
- d. The property must be available for public use. In the event that the property is no longer open to the public, Engineering Department will contact the Housing Division to determine if repayment of any CDBG funds is required.

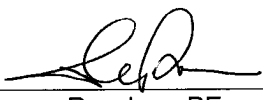
10. **Contacts.** The primary contact for the Development Services Department will be the Director or his designee, primary contact for the Engineering Department will be the City Engineer or his designee, and the primary contact for the Housing Division will be the Housing Program Supervisor.
11. **Amendments.** Amendments to this Agreement will only be made with mutual written agreement from participating parties.

City of Merced Housing Division:

By: 
Mark Hamilton
Housing Program Supervisor

Date: 2/27/2017

City of Merced Engineering Department:

By: 
Theron Roschen, PE
City Engineer

Date: 2/27/2017

City of Development Services Department:

By: _____
Steve Carrigan
Interim Director of Development Services

Date: _____

APPROVED AS TO FORM:


KELLY C. FINCHER
Chief Deputy City Attorney

117007
CDBG South Merced
Sidewalks & ADA Ramps

117041
N St - Childs to 8th

SITE PLAN

SCALE: 1" = 400'

LEGEND	
	Rubberized Hot-Mix
	Rubberized Chip-Seal
	Both RAC & Chip-Seal
	ADA Ramp
	CDBG - ADA RAMP



City of Merced
"Gateway to Yosemite"
DEVELOPMENT SERVICES
 ENGINEERING PROJECTS AND STANDARDS
 678 W. 18th Street (209) 385-6846

South Merced Projects
N St, Q St, & 4th St
CDBG ADA Ramps & RAC Streets

DR. BY: AMT
DATE: 3/8/2017
CHK. BY: N/A
DATE:
File No. Quantities 0956 RVSD
Scale: 8-22-16
SCALE: AS SHOWN

I:\McComb Thonadabouth A\TRP7 Rubberized Pavement Grant\Quantities 0956 RVSD 9-22-16.dwg



ADMINISTRATIVE REPORT

Agenda Item H.17.

Meeting Date: 4/3/2017

Report Prepared by: Lorraine M. Carrasquillo, Supervisor, Water Quality Control Division

SUBJECT: Introduction of Ordinance No. 2474 Amending Section 15.24.110 of the Merced Municipal Code Regarding Specific Pollutant Limitations and Local Industrial Discharge Limitations

REPORT IN BRIEF

Staff Recommends that the City Council Approve the Introduction of Ordinance No. 2474 which will amend Municipal Code Section 15.24.110 to Lower the City's Existing Specific Pollutant Limitations and Local Industrial Discharge Limitations For Arsenic, Copper and Zinc.

RECOMMENDATION

City Council - Adopt a motion introducing **Ordinance No. 2474**, an Ordinance of the City Council of the City of Merced, California, amending section 15.24.110, "Specific Pollutant Limitations," of the Merced Municipal Code.

ALTERNATIVES

1. Approve, as recommended by Staff; or
2. Approve, subject to modifications as conditioned by Council; or
3. Deny; or
4. Refer to Staff for reconsideration of specific items; or
5. Continue to a future meeting

AUTHORITY

Merced Municipal Code section 200

Merced Municipal Code Chapter 15.24 - Use Restrictions

Federal Regulations: 40 Code of Federal Regulations, Part 403.8(f)(1) and (f)(4)

CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget

DISCUSSION

Every five (5) years the Wastewater Treatment Facility (WWTF) receives a new National Pollutant Discharge Elimination System (NPDES) permit. As a requirement in the renewal of the permit cycle, the WWTF must re-evaluate the Specific Pollutants Limitation (local limits). Moreover, due to the fact that the facility has undergone several significant treatment process improvement upgrades since the adoption of the current local limits, the review and re-evaluation of the City's local limits was appropriate. The establishment of local limits keep pollution levels below the Federal and State

limits, and from interfering with the local WWTF maximum allowable loadings. Industrial dischargers are controlled entities monitored through permitting and sampling of their waste stream. Discharges from the industries affect the WWTF Maximum Allowable Industrial Loadings (MAILs).

The purpose of enforcing local limits is to protect the collection system, the operation of the WWTF, City workers, the environment, and to ensure compliance with State and Federal regulatory requirements described in the NPDES permit.

The City's Consultant (*Stantec*), reviewed current local limits and evaluated pollutants of concern. Local limits are based on maximum allowable headworks loadings (MAHLs) calculated for each pollutant of concern. The MAHL is the estimated maximum loading of a pollutant that can be received at the WWTF without causing pass through or interference and without exceeding EPA cumulative ceiling limits. The evaluation report determined lower levels of arsenic, copper and zinc would protect biological processes in the Facility and land application loading rates. Metals that enter the WWTF are cumulative loadings in the biosolids. Since the biosolids are used in land application area, it is important to keep these at a lower limit. Metals typically remain in the soil as they cannot be removed by farming practices. The table below displays the proposed reduction of arsenic, copper, and zinc as recommended in the Consultant's re-evaluation report.

City of Merced Uniform Concentration Local Limits

Pollutant	MAHL (lbs/day)	MAIL (lbs/day)	Proposed Local Limit (mg/L)	Current Limit (mg/L)
Arsenic	0.59	0.42	0.036	0.10
Copper	5.7	3.7	0.32	2.0
Zinc	12	7.1	0.60	3.0

IMPACT ON CITY RESOURCES

No impact of funds.

ATTACHMENTS

1. Local Limits Review and Re-Evaluation by Stantec
2. Regional Water Quality Control Board letter of approval
3. Amended Ordinance
4. Red line Amendment 15.24.110

**City of Merced
Local Limits Review and
Re-Evaluation**



Prepared for:
City of Merced
1776 Grogan Avenue
Merced, CA 95434

Prepared by:
Stantec Consulting Services Inc.
3875 Atherton Road
Rocklin, CA 95765

March 1, 2016

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1.0 OVERVIEW

The purpose of this report is to present the results of a review and re-evaluation of the City of Merced (City) existing Industrial Pretreatment Program local industrial discharge limitations (local limits), and to provide recommendations regarding modifications to the City's existing local limits.

As required by Special Provision VI.C.5.a of Waste Discharge Requirements for the City of Merced Wastewater Treatment Facility (Order R5-2014-0096, NPDES No. CA0079219 [Order]) the City implements an industrial pretreatment program, in accordance with the Code of Federal Regulations, Title 40 – Protection of Environment, Chapter I – Environmental Protection Agency, Subchapter N – Effluent Guidance and Standards, Part 403 – General Pretreatment Regulations for Existing and New Sources of Pollution (40 CFR 403).

Among other elements, a pretreatment program is required to include legal authority (40 CFR 403.8(f)(1)) and local limits (40 CFR 403.8(f)(4)). The City's current local limits are contained in the City of Merced Code of Ordinances, Title 15 – Public Services, Division I – Sewer System, Chapter 15.24 – Use Restrictions, Section 15.24.110 – Specific Pollutant Limits. The purpose of enforcing local limits is to protect the collection system, the operation of the Wastewater Treatment Facility (Facility), City workers, the environment, and to ensure compliance with State and Federal regulatory requirements described in the Facility Order.

According to 40 CFR 122.44(j)(2)(ii), wastewater treatment facilities are required to “provide a written technical evaluation of the need to revise local limits under 40 CFR 403.5(c)(1), following permit issuance or reissuance.” *Local Limits Development Guidance*, EPA 2004 (Local Limits Guidance) recommends that a periodic evaluation of local limits be tied to the permit cycle and that more detailed evaluations be conducted on an as-needed basis.

Because the Facility has undergone several significant treatment process improvement upgrades since adoption of the current local limits, and the Facility's Order has been recently renewed (August 2014) with new effluent limits, a review and re-evaluation of the City's local limits is appropriate at this time. The local limits review and re-evaluation contained in this report were conducted in accordance with Local Limits Guidance.

2.0 CURRENT LOCAL LIMITS

The City's current local limits, contained in Title 15 of the City's Code of Ordinances, are summarized in Table 1.

Table 1:
City of Merced Current Local Limits

Pollutant	Local Limit (mg/L)
Arsenic	0.1
Cadmium	0.2
Chromium, total	0.5
Copper	2.0
Cyanide	1.0
Lead	1.0
Mercury	0.01
Nickel	1.0
Silver	0.2
Zinc	3.0
Total Identifiable Chlorinated Hydrocarbons	0.02
Phenolic Compounds	1.0

In addition to the local limits summarized in Table 1, the City's Code of Ordinances prohibits the discharge of wastewater containing more than 1,000 mg/L biochemical oxygen demand (BOD) or 1,000 mg/L total suspended solids (TSS) without a valid wastewater discharge permit. The City applies the 1,000 mg/L limit on both BOD and TSS to permitted significant industrial users as well.

Further, the City's Code of Ordinances contains limits specific to permitted groundwater contamination cleanup discharges. Permitted groundwater contamination cleanup discharge limits are summarized in Table 2.

Table 2:
City of Merced Current Groundwater Contamination Cleanup Limits

Pollutant	Limit (mg/L)
Benzene	0.24
Toluene	8.0
Xylene	15
Ethylene dibromide	0.001
Lead	1.0
1,2 Dichloroethane, Tetrachloroethylene	0.23 (cumulative)

The City's Code of Ordinances, in Section 15.24.050 contains narrative discharge prohibitions. Within the narrative discharge prohibition, the following numeric prohibitions are listed.

- Explosive Mixtures – flashpoint <140° F (<60° C)
- Corrosive Wastes – pH <6 or >10
- Temperature – >150° F (>65.5° C)
- Oil and Grease – >300 mg/L (animal and vegetable); >100 mg/L (mineral or petroleum)

The above bulleted prohibitions are not typical parameters subject to local limits development, thus are not discussed further in this report. However, a quick review of these parameters was conducted, and the above are found to be acceptable and within EPA guidance, typical engineering standards, and best professional judgment.

3.0 EVALUATION OF POLLUTANTS OF CONCERN

An evaluation was conducted to determine an initial list of pollutants of concern to determine appropriate pollutants for local limits implementation. A list of potential pollutants of concern was determined in accordance with the following criteria, as described in Local Limits Guidance.

- On EPA list of 15 pollutants of concern
- Have an existing local limit
- Are limited by permit
- Have caused operational problems in the past
- Have implications for the protection of the treatment works, collection system, or health and safety of workers

Potential pollutants of concern, and basis for inclusion on the list, are summarized in Table 3. For completeness, in addition to the EPA criteria above, pollutants detected in the Facility influent at least 50 percent of the time were added to the list of pollutants of potential concern for further evaluation (based on four Facility priority pollutant monitoring events conducted from 2013 through 2014).

Table 3: City of Merced Pollutants of Potential Concern

Pollutant	Basis			Notes
	EPA Pollutant of Concern	Existing City Ordinance Limit	Detected in Influent (≥50%)	
Ammonia	X		X	Only applicable if Facility accepts non-domestic sources of ammonia.
BOD	X	X	X	Limits applicable to non-permitted industrial dischargers.
TSS	X	X	X	Limits applicable to non-permitted industrial dischargers.
Antimony			X	
Arsenic	X	X	X	
Cadmium	X	X	X	
Chloroform			X	
Chromium, total	X	X	X	
Copper	X	X	X	
Cyanide	X	X		
Lead	X	X	X	
Mercury	X	X	X	
Molybdenum	X			No recent data available.
Nickel	X	X	X	
Selenium	X		X	
Silver	X	X	X	
Zinc	X	X	X	
Benzene		X		Limits applicable to groundwater contamination cleanup discharges.
1,2 Dichloroethane		X		Limits applicable to groundwater contamination cleanup discharges.
Ethylene dibromide		X		No recent data available. Limits applicable to groundwater contamination cleanup discharges.
Phenol		X	X	Ordinance limits phenolic compounds.
Tetrachloroethylene		X		Limits applicable to groundwater contamination cleanup discharges.
Toluene		X	X	Limits applicable to groundwater contamination cleanup discharges.
Xylene		X		No recent data available. Limits applicable to groundwater contamination cleanup discharges.
Total Identifiable Chlorinated Hydrocarbons		X		No recent data available and list of pollutants not defined.

Several pollutants, presented in Table 3, are eliminated from the initial list of pollutants of concern for local limits evaluation for various reasons. Ammonia is eliminated as a pollutant of concern because the City does not accept significant non-domestic sources of ammonia. Molybdenum, ethylene dibromide, xylene, and total identifiable chlorinated hydrocarbons are eliminated from the list because there are no historical influent or effluent data available to calculate Facility removal efficiencies and maximum allowable headworks loading limits. Further, cyanide, benzene, 1,2-dichloroethane, and tetrachloroethylene are eliminated because these pollutants are detected at the Facility influent no more than 25 percent of the time.

Without adequate detected data, an accurate re-evaluation of local limits is not possible. It should be noted that, unlike the City's previous Order, the City's recently adopted current Order requires twice per year influent and effluent monitoring for molybdenum, ethylene dibromide, and xylene. Thus, these pollutants can be evaluated in the future, after adequate data are available, to determine the need for any modifications to local limits.

Below is the final list of pollutants of concern for further evaluation.

- BOD
- TSS
- Antimony
- Arsenic
- Cadmium
- Chloroform
- Chromium, total
- Copper
- Lead
- Mercury
- Nickel
- Selenium
- Silver
- Zinc
- Phenol
- Toluene

4.0 MAXIMUM ALLOWABLE HEADWORKS LOADINGS

Local limits are based on maximum allowable headworks loadings (MAHLs) calculated for each pollutants of concern. An MAHL is the estimated maximum loading of a pollutant that can be received at the Facility without causing pass through or interference. MAHLs are determined by first calculating the allowable headworks loading (AHL) for each environmental criterion. An AHL is the estimated loading of a pollutant that can be received at the Facility that should not cause the Facility to violate a particular treatment plant or environmental criterion, such as Facility effluent limits, sludge criteria, or process inhibition thresholds. The most stringent AHL is the MAHL. A MAHL for a single pollutant of concern is calculated using the following three steps, as outlined in Local Limits Guidance:

1. Calculate Facility removal efficiency
2. Calculate AHLs for each environmental criterion
3. Designate as the MAHL the most stringent AHL

AHLs and the corresponding MAHL have been calculated for the final list of pollutants of concern in accordance with the formulas contained in Chapter 5 of Local Limits Guidance. A detailed spreadsheet, used to calculate MAHLs for each identified pollutant of concern, are included as Appendix A, and the data used in the calculations is provided as Appendix B. A summary of Facility removal efficiencies, MAHLs, and basis for each pollutant of concern is presented in Table 4.

Table 4: **City of Merced Maximum Allowable Headworks Loadings**

Pollutant of Concern	Facility Removal Efficiency (%)	MAHL (lbs/day)	Basis for MAHL
BOD	99	15,527	Facility Design Capacity
TSS	99	15,529	Facility Design Capacity
Antimony	54	7.4	CCR Sludge
Arsenic	52	0.59	40 CFR 503 Sludge
Cadmium	82	0.35	40 CFR 503 Sludge
Chromium, total	90	22	CCR Sludge
Copper	97	5.7	40 CFR 503 Sludge
Lead	94	2.4	40 CFR 503 Sludge
Mercury	99	0.13	40 CFR 503 Sludge
Nickel	81	3.8	40 CFR 503 Sludge
Selenium	55	1.4	40 CFR 503 Sludge
Silver	63	6.4	CCR Sludge
Zinc	87	12	Nitrification Inhibition
Chloroform	75	0.63	Anaerobic Digestion Inhibition
Phenol	99	280	Nitrification Inhibition
Toluene	97	12,000	Activated Sludge Inhibition

5.0 NEED FOR LOCAL LIMITS

In Chapter 7 of Local Limits Guidance (Local Limits Reviews and Detailed Re-Evaluations), it is recommended that a wastewater treatment facility identify its maximum daily and maximum monthly average headworks loadings during the previous year for each pollutant of concern. If a pollutant of concern headworks loading is a high percentage of the MAHL, the local limit may require modification, or a local limit derived if one did not exist previously. Dividing the headworks loading of all pollutants of concern by their respective MAHL will provide a “percentage of MAHL”. For pollutants that do not have an existing local limit, Local Limits Guidance recommends establishing a local limit if the current headworks loading exceeds the MAHL. Further, for pollutants that do have an existing local limit, if the current pollutant of concern exceeds the MAHL, revise the local limit.

Further, EPA recommends that local limits are needed when one or more of the following criteria are met:

- Average toxic pollutant influent loading exceeds 60 percent of the MAHL,
- Maximum daily toxic pollutant loading exceeds 80 percent of the MAHL, or
- Monthly average influent loading reaches 80 percent of design capacity.

A comparison of MAHLs and current Facility influent loadings (2013-2014), for each toxic pollutant of concern, is presented in Table 5. The City only conducts priority pollutant monitoring at the Facility influent and effluent twice per year, therefore, two years of data (2013-2014) were used to calculate current average and maximum influent loadings.

Table 5:
City of Merced Comparison of Facility Toxic Pollutant Loadings to MAHLs

Pollutant	MAHL (lbs/day)	Influent Loading (2013-2014)		Percent of MAHL		Local Limit Needed? ^(a)
		Average (lbs/day)	Maximum (lbs/day)	Average (%)	Maximum (%)	
Antimony	7.4	0.033	0.56	0.44	0.75	No
Arsenic	0.59	0.44	0.76	75	130	Yes
Cadmium	0.35	0.018	0.033	5.0	9.0	No
Chromium, total ^(b)	22	0.51	0.94	2.3	4.2	No
Copper	5.7	4.7	11	83	190	Yes
Lead	2.4	0.30	0.57	13	24	No
Mercury	0.13	0.0086	0.015	6.6	11	No
Nickel	3.8	0.44	1.1	12	29	No
Selenium	1.4	0.077	0.12	5.7	9.1	No
Silver	6.4	0.035	0.064	0.55	1.0	No
Zinc	12	16	35	140	300	Yes
Chloroform	0.63	0.090	0.19	14	31	No
Phenol	280	1.4	1.9	0.50	0.68	No
Toluene	12,000	0.083	0.11	0.00071	0.00090	No

(a) A local limit is needed if the average influent loading exceeds 60% of the MAHL, or if the maximum influent loading exceeds 80% of the MAHL.

(b) Monitoring data are as chromium III, which for this analysis is assumed to be equal to total chromium.

A comparison of average design capacity and current Facility influent loadings (2014) for each conventional pollutant (i.e., BOD and TSS) is presented in Table 6. Since BOD and TSS are monitored three times per week, instead of only twice per year like toxic pollutants, twelve months of data are adequate for comparison to Facility design capacity.

Table 6:
City of Merced Comparison of Facility Conventional Loadings to MAHLs

Pollutant	Average Design Capacity (lbs/day)	Maximum Monthly Average Influent Loading in 2014 (lbs/day)	Percent of Average Design Capacity (%)	Local Limit Needed? ^(a)
BOD	28,190	16,802	60	No
TSS	30,360	18,948	62	No

(a) A local limit is needed if the influent loading reaches 80% of the design capacity.

In accordance with Local Limits Guidance criteria, local limits are needed for the following pollutants:

- Arsenic
- Copper
- Zinc

6.0 MAXIMUM ALLOWABLE INDUSTRIAL LOADINGS

MAHLs estimate the maximum combined loadings that can be received at the Facility influent from all sources. Maximum allowable industrial loadings (MAILs) represent the amount of pollutant loadings the Facility can receive from industrial sources controlled through local limits. In accordance with Local Limits Guidance, MAILs are calculated by subtracting estimated loadings from uncontrollable (i.e., domestic) sources from the MAHL adjusted with a safety factor.

Uncontrollable loadings have been determined using data from two domestic collection system monitoring events conducted November 8, 2012 April 30, 2013, and the assumption that uncontrollable flows contribute an average of approximately 20 percent of the total Facility influent flows. Further, the minimum EPA recommended safety factor of 10 percent has been subtracted in determining MAILs. The spreadsheet used to calculate MAILs for each pollutant that requires a local limit are included as Appendix A. MAILs for the three pollutants that require local limits are summarized in Table 7.

Table 7:
City of Merced Comparison MAILs

Pollutant	MAHL (lbs/day)	10% Safety Factor (lbs/day)	Uncontrollable (Domestic) Load (lbs/day)	MAIL (lbs/day)
Arsenic	0.59	<0.059>	<0.11>	0.42
Copper	5.67	<0.57>	<1.4>	3.7
Zinc	11.54	<1.15>	<3.3>	7.1

7.0 LOCAL LIMITS ALLOCATION

There are several options available for allocating MAILs to controllable sources outlined in Local Limits Guidance. The most common and easiest to implement of these local limits allocation methods is the uniform concentration method. The uniform concentration method, which is the method currently used by the City, allocates MAILs uniformly as concentration-based limits among all of the City's industrial users.

The uniform concentration allocation method has several advantages over other allocations methods. With the uniform concentration allocation method, limits are clear to the industrial users, limits are easy to calculate from MAILs, and compliance is easy to determine. The disadvantages of the uniform concentration allocation method are that the sewer use ordinance requires modifications when limits change, the limits are inflexible, and the limits may be overly restrictive because some industrial users may get an allocation for a pollutant not discharged.

At this time, it is believed that continuing with the uniform concentration allocation method is most appropriate for the City. For the pollutants identified as needing local limits, MAHLs, MAILs, recommended uniform concentration local limits, and current limits (for comparison purposes) are presented in Table 8. See Appendix A for uniform concentration calculations in accordance with Local Limits Guidance.

Table 8:
City of Merced Uniform Concentration Local Limits

Pollutant	MAHL (lbs/day)	MAIL (lbs/day)	Proposed Local Limit (mg/L)	Current Limit (mg/L)
Arsenic	0.59	0.42	0.036	0.10
Copper	5.7	3.7	0.32	2.0
Zinc	12	7.1	0.60	3.0

8.0 RECOMMENDATIONS

Based on the local limits review and re-evaluation results presented in this report, the City should consider the following recommendations related to updating its local limits.

- Local Limits Allocation - Continue local limits implementation using the uniform concentration allocation method.

- Local Limits Modification - Adopt and implement the new, technically-based, more stringent, uniform concentration local limits on arsenic, copper, and zinc presented in Table 8.
- Current Local Limits - Although Local Limits Guidance procedures do not dictate a need for local limits on the remainder of pollutants with current local limits, contained in Section 15.24.080 and Section 15.24.110 of the City's Code of Ordinances (beyond those listed in Table 8), it is recommended that the City continue to implement its existing local limits, with the exception of the proposed new local limits on arsenic, copper, and zinc.
- Local Limits Relaxation - Although it is not recommended at this time that any of the City's current local limits be relaxed, there might come a time in the future when one or more of the City's permitted industrial dischargers is unable to meet one or more of the City's historic local limits which are not based on current assumptions and data. In such an event, it is recommended that the City conduct a detailed re-evaluation based on current data and submit a request to the Regional Water Board to relax the local limit(s) for the pollutant(s) no longer of concern, based on available current data and information.
- BOD and TSS Limits - Currently, BOD and TSS discharges are limited to 1,000 mg/L without a valid wastewater discharge permit, and the City carries these limits over to permitted industrial dischargers as well. Even though Local Limits Guidance procedures do not trigger the need for local limits on BOD and TSS, a limit of 1,000 mg/L on BOD and TSS may be somewhat high considering that typical domestic concentrations are estimated at 200 mg/L and average influent concentrations of BOD and TSS, based on 2014 data, are 290 and 327 mg/L, respectively. For reference, using Local Limits Guidance to derive a uniform concentration local limit on BOD and TSS provides a suggested local limit of approximately 400 mg/L. Thus, the City may want to conduct a more in depth evaluation of the limits on these constituents and perhaps consider reducing its current limits on BOD and TSS in the future. Calculations for BOD and TSS local limits are summarized in Appendix A. Alternatively, the City could consider implementing a different allocation method for BOD and TSS that would allow permitted industrial dischargers higher limits than non-permitted industrial dischargers (as long as the MAHLs are not exceeded).
- Phenolic Compounds and Total Identifiable Chlorinated Hydrocarbons – Based on this local limits review and detailed re-evaluation of individual pollutants, it does not appear that local limits are necessary for these groups of pollutants. However, if the City intends to retain current limits on these groups of pollutants, it is recommended that the individual compounds included in each group be listed in the City's Code of Ordinances. Without the individual compounds being identified, it would be difficult to determine compliance.
- Continued Local Limits Monitoring - Ongoing NPDES permit-required monitoring of Facility influent, effluent, and biosolids appears adequate for building a database that can be used for future local limits reviews and detailed re-evaluations. However, there is no set schedule for monitoring uncontrollable pollutant sources (i.e., the domestic wastewater

collection system) and primary treatment effluent. Therefore, it is recommended that the City implement a domestic collection system and primary treatment effluent monitoring program on a minimum frequency of once every five years. The data obtained from this monitoring program will be useful in conducting future detailed local limits re-evaluations.

- Future Reviews - Since the Facility does not have a history of performance problems (i.e., pass through, interference, or permit violations), local limits reviews could likely be performed less frequently than once per year. In addition to periodic reviews, it is recommended that the City conduct a detailed local limits evaluation any time there is a significant change in the City's industrial users, NPDES permit limits, or treatment process technology (i.e., any time the data or assumptions used to derive local limits may no longer be appropriate).

Appendix A

LOCAL LIMITS CALCULATIONS AND ASSUMPTIONS

City of Merced Toxic Pollutant Local Limits					
		Units	Arsenic	Copper	Zinc
Existing Conditions					
	Average Influent Flow	mgd	7.02	7.02	7.02
	Average Non-Domestic Flow	mgd	1.40	1.40	1.40
	Average Influent Concentration	mg/L	0.008	0.081	0.267
	Average Influent Loading	lbs/day	0.441	4.73	15.6
	Maximum Influent Concentration	mg/L	0.013	0.180	0.60
	Maximum Influent Loading	lbs/day	0.761	10.5	35.1
	Average Effluent Flow	mgd	7.00	7.00	7.00
	Average Effluent Concentration	mg/L	0.004	0.002	0.036
	Maximum Effluent Concentration	mg/L	0.004	0.003	0.046
	Average Domestic Concentration	mg/L	0.002	0.030	0.071
	Average Domestic Loading	lbs/day	0.111	1.41	3.30
Removal Efficiency					
	In-Plant Total Removal	%	51.6%	97.2%	86.6%
	In-Plant Primary Removal	%	no data	48.4%	59.4%
Existing Conditions (Biosolids)					
	Biosolids Flow to Digester	mgd	0.057	0.057	0.057
	Biosolids Flow to Disposal	lbs/day	7975	7975	7975
	Percent Solids at Disposal	%	93	93	93
	Biosolids Density at Disposal	kg/L	1	1	1
Treatment/Discharge/Disposal Limits					
	Activated Sludge Inhibition	ug/L	100	1000	300
	Nitrification Inhibition	ug/L	1500	50	80
	Anaerobic Digestion Inhibition	ug/L	1600	40000	400000
	Biosolids 40 CFR 503, Dry	mg/kg	41	1500	2800
	Biosolids CCR, Wet	mg/kg	500	2500	5000
Headworks Loading Limits					
	Activated Sludge Inhibition	lbs/day	5.85	113	43.3
	Nitrification Inhibition	lbs/day	87.8	5.67	11.5
	Anaerobic Digestion Inhibition	lbs/day	1.47	19.6	219.5
	Biosolids 40 CFR 503	lbs/day	0.589	11.4	24.0
	Biosolids CCR	lbs/day	7.72	20.5	46.0
Maximum Allowable Headworks Loading (MAHL)					
	Limiting MAHL	lbs/day	0.589	5.67	11.5
	Driving Factor		Biosolids 40 CFR 503 Loading Limit	Nitrification Inhibition Loading Limit	Nitrification Inhibition Loading Limit
Maximum Allowable Industrial Loading (MAIL)					
	Safety Factor	10%	0.059	0.57	1.15
	Industrial Allocation	lbs/day	0.419	3.70	7.08
	Uniform Concentration Limit	ug/L	35.8	316	605

Factor	Formula/Source/Assumption
Existing Conditions	
Average Influent Flow	City of Merced WWTF data (Oct 2013-Sept 2014)
Average Non-Domestic Flow	Assumed 20% of WWTF influent flow (consistent with historical local limits evaluations)
Average Influent Concentration	City of Merced WWTF data (April 2013-July 2014)
Average Influent Loading	average flow (MGD) * average influent concentration (mg/L) * 8.34
Maximum Influent Concentration	WWTF data (April 2013-July 2014)
Maximum Influent Loading	average influent flow (MGD) * maximum influent concentration (mg/L) * 8.34
Average Effluent Flow	City of Merced WWTF data (Oct 2013-Sept 2014)
Average Effluent Concentration	City of Merced WWTF data (April 2013-July 2014)
Maximum Effluent Concentration	City of Merced WWTF data (April 2013-July 2014)
Average Domestic Concentration	City of Merced domestic collection system data (Nov 2012; April 2013)
Average Domestic Loading	((average influent flow (MGD) - average non-domestic flow (MGD)) * (average domestic concentration (mg/L))) * 8.34
Removal Efficiency	
In-Plant Total Removal	$\frac{((\text{influent flow} * \text{average influent concentration}) - (\text{effluent flow} * \text{average effluent concentration}))}{(\text{influent flow} * \text{average influent concentration})} * 100$
In-Plant Primary Removal	Metals: Local Limits Guidance - Appendix R (median value) * 2.2 for metals. A conservative multiplier of 2.2 was applied based on historical (2006) local limits monitoring data. Organics: Local Limits Guidance - Appendix R median values. For constituents with no Local Limits Guidance default value, a conservative assumption of 0% primary removal was assumed.
Existing Conditions (Biosolids)	
Biosolids Flow to Digester	City of Merced estimate
Biosolids Flow to Disposal	City of Merced estimate
Percent Solids at Disposal	City of Merced estimate
Biosolids Density at Disposal	Local Limits Guidance
Treatment/Discharge/Disposal Limits	
Activated Sludge Inhibition	Local Limits Guidance
Nitrification Inhibition	Local Limits Guidance
Anaerobic Digestion Inhibition	Local Limits Guidance
Biosolids 40 CFR 503, Dry	Code of Federal Regulations (40 CFR 503.13)
Biosolids CCR, Wet	California Code of Regulations (CCR 22-66261.24)
Headworks Loading Limits	
Activated Sludge	$(\text{activated sludge inhibition limit} * \text{average influent flow} * 0.00834) / (\text{in-plant primary removal efficiency} / 100)$
Nitrification	$(\text{nitrification inhibition limit} * \text{average influent flow} * 0.00834) / (\text{in-plant primary removal} / 100)$
Anaerobic Digestion	$(\text{anaerobic digestion inhibition limit} * \text{biosolids flow to digester} * 0.00834) / (\text{in-plant total removal} / 100)$
Biosolids 40 CFR 503 Loading	$(\text{biosolids flow to disposal}) * (\text{percent solids at disposal} / 100) * (40\text{CFR}503 \text{ limit}) / (\text{in-plant total removal}) / 1,000,000$
Biosolids CCR Loading	$(\text{biosolids flow to disposal} * \text{biosolids CCR limit, wet} / (\text{in-plant total removal})) / 1,000,000$
Maximum Allowable Headworks Loading (MAHL)	
Limiting MAHL	Lowest AHL
Driving Factor	Lowest AHL basis
Maximum Allowable Industrial Loading (MAIL)	
Safety Factor	limiting MAHL * 10%
Industrial Allocation	limiting MAHL - average domestic loading - safety factor
Uniform Concentration Limit	industrial allocation / average non-domestic flow / 0.00834

City of Merced Conventional Pollutant Local Limits				
		Units	BOD	TSS
Existing Conditions				
	Average Influent Flow	mgd	6.95	6.95
	Average Non-Domestic Flow	mgd	1.39	1.39
	Max Monthly Average Influent Concentration	mg/L	290	327
	Average Influent Loading	lbs/day	16802	18948
	Average Effluent Flow	mgd	6.96	6.96
	Max Monthly Average Effluent Concentration	mg/L	4.20	4.70
	Average Domestic Concentration	mg/L	200	200
	Average Domestic Loading	lbs/day	9270	9271
Removal Efficiency				
	In-Plant Total Removal	%	98.5%	98.6%
Existing Conditions (Biosolids)				
	Biosolids Flow to Digester	mgd	0.057	0.057
	Biosolids Flow to Disposal	lbs/day	7975	7975
	Percent Solids at Disposal	%	93	93
	Biosolids Density at Disposal	kg/L	1	1
Treatment/Discharge/Disposal Limits				
	Discharge (Daily)	mg/L	20	20
	Discharge (Weekly)	mg/L	15	15
	Discharge (Monthly)	mg/L	10	10
	Facility Capacity	mg/L	268	268
Headworks Loading Limits				
	Daily Discharge	lbs/day	79814	80432
	Weekly Discharge	lbs/day	59861	60324
	Monthly Discharge	lbs/day	39907	40216
	Facility Capacity	lbs/day	15527	15529
Maximum Allowable Headworks Loading (MAHL)				
	Limiting MAHL	lbs/day	15527	15529
	Driving Factor		Facility Capacity	Facility Capacity
Maximum Allowable Industrial Loading (MAIL)				
	Safety Factor	10%	1553	1553
	Industrial Allocation	lbs/day	4705	4705
	Equivalent Across-the-Board Limit	mg/L	406	406

Factor	Formula/Source/Assumption
Existing Conditions	
Average Influent Flow	City of Merced WWTF data (Oct 2013-Sept 2014)
Average Non-Domestic Flow	Assumed 20% of WWTF influent flow (consistent with historical local limits evaluations)
Average Influent Concentration	City of Merced WWTF data (April 2013-July 2014)
Average Influent Loading	average flow (MGD) * average influent concentration (mg/L) * 8.34
Maximum Influent Concentration	WWTF data (April 2013-July 2014)
Maximum Influent Loading	average influent flow (MGD) * maximum influent concentration (mg/L) * 8.34
Average Effluent Flow	City of Merced WWTF data (Oct 2013-Sept 2014)
Average Effluent Concentration	City of Merced WWTF data (April 2013-July 2014)
Maximum Effluent Concentration	City of Merced WWTF data (April 2013-July 2014)
Average Domestic Concentration	City of Merced domestic collection system data (Nov 2012; April 2013)
Average Domestic Loading	((average influent flow (MGD) - average non-domestic flow (MGD)) * (average domestic concentration (mg/L))) * 8.34
Removal Efficiency	
In-Plant Total Removal	$((\text{influent flow} * \text{average influent concentration}) - (\text{effluent flow} * \text{average effluent concentration})) / (\text{influent flow} * \text{average influent concentration}) * 100$
Existing Conditions (Biosolids)	
Biosolids Flow to Digester	City of Merced estimate
Biosolids Flow to Disposal	City of Merced estimate
Percent Solids at Disposal	City of Merced estimate
Biosolids Density at Disposal	Local Limits Guidance
Treatment/Discharge/Disposal Limits	
Discharge Limit (Daily)	NPDES Permit
Discharge Limit (Weekly)	NPDES Permit
Discharge Limit (Monthly)	NPDES Permit
Facility Capacity	Design Capacity
Headworks Loading Limits	
Discharge Limit (Daily)	$(\text{average influent concentration} * \text{discharge limit (daily)} * 8.34) / (1 - \text{in-plant total removal})$
Discharge Limit (Weekly)	$(\text{average influent concentration} * \text{discharge limit (weekly)} * 8.34) / (1 - \text{in-plant total removal})$
Discharge Limit (Monthly)	$(\text{average influent concentration} * \text{discharge limit (monthly)} * 8.34) / (1 - \text{in-plant total removal})$
Facility Capacity	Average influent concentration * facility capacity
Maximum Allowable Headworks Loading (MAHL)	
Limiting MAHL	Lowest AHL
Driving Factor	Lowest AHL basis
Maximum Allowable Industrial Loading (MAIL)	
Safety Factor	limiting MAHL * 10%
Industrial Allocation	limiting MAHL - average domestic loading - safety factor
Uniform Concentration Limit	industrial allocation / average non-domestic flow / 0.00834

Appendix B

LOCAL LIMITS DATA

City of Merced WWTF 2013-2014 Data									
Location	Parameter	Units	MDL	Results				Average	Maximum
				4/17/2013 - 4/19/2013	10/15/2013 - 10/17/2013	3/12/2014 - 3/14/2014	7/29/2014 - 7/31/2014		
Influent	Antimony, Total Recoverable	ug/L	0.23	J 0.43	< 0.115	0.95	0.75	0.56125	0.95
Influent	Arsenic, Total Recoverable	ug/L	0.045	4.5	4.6	13	8	7.525	13
Influent	Beryllium, Total Recoverable	ug/L	0.23	< 0.23	< 0.23	< 0.23	< 0.23	0.23	0.23
Influent	Cadmium, Total Recoverable	ug/L	0.11	< 0.11	J 0.072	0.57	0.51	0.3155	0.57
Influent	Chromium (III)	ug/L	0.23	3	2.8	16	13	8.7	16
Influent	Chromium (VI)	ug/L	0.027	J 0.098	< 0.027	< 0.027	< 0.027	0.04475	0.098
Influent	Copper, Total Recoverable	ug/L	0.23	20	13	180	110	80.75	180
Influent	Lead, Total Recoverable	ug/L	0.045	1	0.45	9	9.8	5.0625	9.8
Influent	Mercury, Total Recoverable	ug/L		0.081	0.023	0.251	0.235	0.1475	0.251
Influent	Nickel, Total Recoverable	ug/L	0.45	1.9	2.2	19	7.3	7.6	19
Influent	Selenium, Total Recoverable	ug/L	0.45	J 0.86	J 0.63	1.7	2.1	1.3225	2.1
Influent	Pyrene	ug/L	0.0014	< 0.0014	< 0.0014	< 0.0014	0.036	0.01005	0.036
Influent	1,2,4-Trichlorobenzene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	Aldrin	ug/L	0.00079	< 0.00079	< 0.00079	< 0.00079	< 0.00079	0.00079	0.00079
Influent	alpha-BHC	ug/L	0.0025	< 0.0025	< 0.0025	< 0.0025	< 0.0025	0.0025	0.0025
Influent	beta-BHC	ug/L	0.00054	< 0.00054	< 0.00054	< 0.00054	< 0.00054	0.00054	0.00054
Influent	gamma-BHC	ug/L	0.0025	< 0.0025	< 0.0025	< 0.0025	< 0.0025	0.0025	0.0025
Influent	delta-BHC	ug/L	0.006	< 0.006	< 0.006	< 0.006	< 0.006	0.006	0.006
Influent	Chlordane	ug/L	0.026	< 0.026	< 0.026	< 0.026	< 0.026	0.026	0.026
Influent	4,4-DDT	ug/L	0.0007	< 0.0007	< 0.0007	< 0.0007	< 0.0007	0.0007	0.0007
Influent	4,4-DDE	ug/L	0.00061	< 0.00061	< 0.00061	< 0.00061	< 0.00061	0.00061	0.00061
Influent	Silver, Total Recoverable	ug/L	0.45	< 0.45	< 0.45	1.1	0.85	0.7125	1.1
Influent	4,4-DDD	ug/L	0.00072	< 0.00072	< 0.00072	< 0.00072	< 0.00072	0.00072	0.00072
Influent	Dieldrin	ug/L	0.00097	< 0.00097	< 0.00097	< 0.00097	< 0.00097	0.00097	0.00097
Influent	alpha-Endosulfan	ug/L	0.00089	< 0.00089	< 0.00089	< 0.00089	< 0.00089	0.00089	0.00089
Influent	beta-Endosulfan	ug/L	0.0018	< 0.0018	< 0.0018	< 0.0018	< 0.0018	0.0018	0.0018
Influent	Endosulfan Sulfate	ug/L	0.00074	< 0.00074	< 0.00074	< 0.00074	< 0.00074	0.00074	0.00074
Influent	Endrin	ug/L	0.00081	< 0.00081	< 0.00081	J 0.037	< 0.00081	0.009858	0.037
Influent	Endrin Aldehyde	ug/L	0.00067	< 0.00067	< 0.00067	< 0.00067	< 0.00067	0.00067	0.00067
Influent	Heptachlor	ug/L	0.00069	< 0.00069	< 0.00069	< 0.00069	< 0.00069	0.00069	0.00069
Influent	Heptachlor Epoxide	ug/L	0.00069	< 0.00069	< 0.00069	< 0.00069	< 0.00069	0.00069	0.00069
Influent	PCB-1016	ug/L	0.05	< 0.05	< 0.05	< 0.05	< 0.05	0.05	0.05
Influent	Thallium, Total Recoverable	ug/L	0.45	< 0.45	< 0.45	< 0.45	< 0.45	0.45	0.45
Influent	PCB-1221	ug/L	0.063	< 0.063	< 0.063	< 0.063	< 0.063	0.063	0.063
Influent	PCB-1232	ug/L	0.05	< 0.05	< 0.05	< 0.05	< 0.05	0.05	0.05
Influent	PCB-1242	ug/L	0.05	< 0.05	< 0.05	< 0.05	< 0.05	0.05	0.05
Influent	PCB-1248	ug/L	0.02	< 0.02	< 0.02	< 0.02	< 0.02	0.02	0.02
Influent	PCB-1254	ug/L	0.05	< 0.05	< 0.05	< 0.05	< 0.05	0.05	0.05
Influent	PCB-1260	ug/L	0.015	< 0.015	< 0.015	< 0.015	< 0.015	0.015	0.015
Influent	Toxaphene	ug/L	0.035	< 0.035	< 0.035	< 0.035	< 0.035	0.035	0.035
Influent	Zinc, Total Recoverable	ug/L	2.3	58	39	600	370	266.75	600
Influent	Cyanide, Total (as CN)	mg/L	0.0017	J 0.0021	< 0.00085	< 0.00085	< 0.00085	0.001163	0.0021
Influent	Acrolein	ug/L	1.1	< 1.1	< 1.1	< 1.1	< 1.1	1.1	1.1
Influent	Acrylonitrile	ug/L	0.63	< 0.63	< 0.63	< 0.63	< 0.63	0.63	0.63
Influent	Benzene	ug/L	0.065	< 0.065	< 0.065	< 0.065	< 0.065	0.065	0.065
Influent	Bromoform	ug/L	0.14	< 0.14	< 0.14	< 0.14	< 0.14	0.14	0.14
Influent	Carbon Tetrachloride	ug/L	0.082	< 0.082	< 0.082	< 0.082	< 0.082	0.082	0.082
Influent	Chlorobenzene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	Chlorodibromomethane	ug/L	0.16	< 0.16	< 0.16	< 0.16	< 0.16	0.16	0.16
Influent	Chloroethane	ug/L	0.062	< 0.062	< 0.062	< 0.062	< 0.062	0.062	0.062
Influent	2-Chloroethylvinyl Ether	ug/L	0.39	< 0.39	< 0.39	< 0.39	< 0.39	0.39	0.39
Influent	Chloroform	ug/L	0.077	1.1	3.3	1	0.72	1.53	3.3
Influent	Dichlorobromomethane	ug/L	0.067	< 0.067	< 0.067	< 0.067	< 0.067	0.067	0.067
Influent	1,1-Dichloroethane	ug/L	0.065	< 0.065	< 0.065	< 0.065	< 0.065	0.065	0.065
Influent	1,2-Dichloroethane	ug/L	0.043	< 0.043	< 0.043	< 0.043	< 0.043	0.043	0.043
Influent	1,1-Dichloroethylene	ug/L	0.067	< 0.067	< 0.067	< 0.067	< 0.067	0.067	0.067

City of Merced WWTF 2013-2014 Data									
Influent	1,2-Dichloropropane	ug/L	0.06	< 0.06	< 0.06	< 0.06	< 0.06	0.06	0.06
Influent	1,3-Dichloropropylenes, Sum	ug/L	0.061	< 0.061	< 0.061	< 0.061	< 0.061	0.061	0.061
Influent	Ethylbenzene	ug/L	0.09	< 0.09	< 0.09	J 0.31	< 0.09	0.145	0.31
Influent	Methyl Bromide	ug/L	0.44	< 0.44	< 0.44	< 0.44	< 0.44	0.44	0.44
Influent	Methyl Chloride	ug/L	0.08	< 0.08	< 0.08	< 0.08	< 0.08	0.08	0.08
Influent	Methylene Chloride	ug/L	0.13	< 0.13	0.88	J 0.15	0.25	0.3525	0.88
Influent	1,1,2,2-Tetrachloroethane	ug/L	0.056	< 0.056	< 0.056	< 0.056	< 0.056	0.056	0.056
Influent	Tetrachloroethylene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	Toluene	ug/L	0.09	1.4	1.5	1.8	1	1.425	1.8
Influent	trans-1,2-Dichloroethylene	ug/L	0.059	< 0.059	< 0.059	< 0.059	< 0.059	0.059	0.059
Influent	1,1,1-Trichloroethane	ug/L	0.046	< 0.046	< 0.046	< 0.046	< 0.046	0.046	0.046
Influent	1,1,2-Trichloroethane	ug/L	0.12	< 0.12	< 0.12	< 0.12	< 0.12	0.12	0.12
Influent	Trichloroethylene	ug/L	0.057	< 0.057	< 0.057	< 0.057	< 0.057	0.057	0.057
Influent	Vinyl Chloride	ug/L	0.062	< 0.062	< 0.062	< 0.062	< 0.062	0.062	0.062
Influent	2-Chlorophenol	ug/L	0.11	< 0.11	< 0.11	< 0.11	< 0.11	0.11	0.11
Influent	2,4-Dichlorophenol	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	2,4-Dimethylphenol	ug/L	0.15	< 0.15	< 0.15	< 0.15	< 0.15	0.15	0.15
Influent	2-Methyl-4,6-Dinitrophenol	ug/L	0.11	< 0.11	< 0.11	< 0.11	< 0.11	0.11	0.11
Influent	2,4-Dinitrophenol	ug/L	0.27	< 0.27	< 0.27	< 0.27	< 0.27	0.27	0.27
Influent	2-Nitrophenol	ug/L	0.21	< 0.21	< 0.21	< 0.21	< 0.21	0.21	0.21
Influent	4-Nitrophenol	ug/L	0.26	< 0.26	< 0.26	< 0.26	< 0.26	0.26	0.26
Influent	4-Chloro-3-methylphenol	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	Pentachlorophenol	ug/L	0.2	< 0.2	< 0.2	< 0.2	< 0.2	0.2	0.2
Influent	Phenol, Single Compound	ug/L	2	33	14	29	21	24.25	33
Influent	2,4,6-Trichlorophenol	ug/L	0.14	< 0.14	< 0.14	< 0.14	< 0.14	0.14	0.14
Influent	Acenaphthene	ug/L	0.004	< 0.004	< 0.004	< 0.004	< 0.004	0.004	0.004
Influent	Acenaphthylene	ug/L	0.046	0.54	< 0.046	< 0.046	< 0.046	0.1695	0.54
Influent	Anthracene	ug/L	0.002	< 0.002	< 0.002	< 0.002	< 0.002	0.002	0.002
Influent	Benzidine	ug/L	28	< 28	< 28	< 28	< 28	28	28
Influent	Benzo(a)anthracene	ug/L	0.046	< 0.046	< 0.046	< 0.046	< 0.046	0.046	0.046
Influent	Benzo(a)pyrene	ug/L	0.066	< 0.066	< 0.066	< 0.066	< 0.066	0.066	0.066
Influent	Benzo(b)fluoranthene	ug/L	0.041	< 0.041	< 0.041	< 0.041	< 0.041	0.041	0.041
Influent	Benzo(ghi)perylene	ug/L	0.077	< 0.077	< 0.077	< 0.077	< 0.077	0.077	0.077
Influent	Benzo(k)fluoranthene	ug/L	0.055	< 0.055	< 0.055	< 0.055	< 0.055	0.055	0.055
Influent	Bis (2-Chloroethoxy) Methane	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	Bis (2-Chloroethyl) Ether	ug/L	0.15	< 0.15	< 0.15	< 0.15	< 0.15	0.15	0.15
Influent	Bis (2-Chloroisopropyl) Ether	ug/L	0.12	< 0.12	< 0.12	< 0.12	< 0.12	0.12	0.12
Influent	Bis (2-Ethylhexyl) Phthalate	ug/L	0.29	13	< 0.29	J 12	< 0.29	6.395	13
Influent	4-Bromophenyl Phenyl Ether	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	Butylbenzyl Phthalate	ug/L	0.1	J 2.6	< 0.1	< 0.1	< 0.1	0.725	2.6
Influent	2-Chloronaphthalene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	4-Chlorophenyl Phenyl Ether	ug/L	0.23	< 0.23	< 0.23	< 0.23	< 0.23	0.23	0.23
Influent	Chrysene	ug/L	0.023	< 0.023	< 0.023	< 0.023	< 0.023	0.023	0.023
Influent	Dibenzo(a,h)anthracene	ug/L	0.062	< 0.062	< 0.062	< 0.062	< 0.062	0.062	0.062
Influent	1,2-Dichlorobenzene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	1,3-Dichlorobenzene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	1,4-Dichlorobenzene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	3,3-Dichlorobenzidine	ug/L	11	< 11	< 11	< 11	< 11	11	11
Influent	Diethyl Phthalate	ug/L	0.1	3.1	< 0.1	J 2.8	< 0.1	1.525	3.1
Influent	Dimethyl Phthalate	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	Di-n-butyl Phthalate	ug/L	0.14	J 0.58	< 0.14	< 0.14	< 0.14	0.25	0.58
Influent	2,4-Dinitrotoluene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	2,6-Dinitrotoluene	ug/L	0.36	< 0.36	< 0.36	< 0.36	< 0.36	0.36	0.36
Influent	Di-n-octyl Phthalate	ug/L	0.1	J 3.6	< 0.1	J 7.4	< 0.1	2.8	7.4
Influent	1,2-Diphenylhydrazine	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	Fluoranthene	ug/L	0.001	< 0.001	< 0.001	< 0.001	< 0.001	0.001	0.001
Influent	Fluorene	ug/L	0.0043	< 0.0043	< 0.0043	< 0.0043	< 0.0043	0.0043	0.0043
Influent	Hexachlorobenzene	ug/L	0.15	< 0.15	< 0.15	< 0.15	< 0.15	0.15	0.15
Influent	Hexachlorobutadiene	ug/L	0.13	< 0.13	< 0.13	< 0.13	< 0.13	0.13	0.13

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Influent	Hexachlorocyclopentadiene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	Hexachloroethane	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	Indeno (1,2,3-cd) Pyrene	ug/L	0.054	< 0.054	< 0.054	< 0.054	< 0.054	0.054	0.054
Influent	Isophorone	ug/L	0.11	< 0.11	< 0.11	< 0.11	< 0.11	0.11	0.11
Influent	Naphthalene	ug/L	0.0027	< 0.0027	< 0.0027	< 0.0027	< 0.0027	0.0027	0.0027
Influent	Nitrobenzene	ug/L	0.11	< 0.11	< 0.11	< 0.11	< 0.11	0.11	0.11
Influent	N-Nitrosodimethylamine	ug/L	0.48	< 0.48	< 0.48	< 0.48	< 0.48	0.48	0.48
Influent	N-Nitrosodi-n-Propylamine	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Influent	N-Nitrosodiphenylamine	ug/L	0.24	< 0.24	< 0.24	< 0.24	< 0.24	0.24	0.24
Influent	Phenanthrene	ug/L	0.0024	< 0.0024	< 0.0024	< 0.0024	< 0.0024	0.0024	0.0024
Effluent	Antimony, Total Recoverable	ug/L	0.23	0.32	< 0.115	J 0.49	< 0.115	0.26	0.49
Effluent	Arsenic, Total Recoverable	ug/L	0.045	4	4.2	3.5	2.9	3.65	4.2
Effluent	Beryllium, Total Recoverable	ug/L	0.23	< 0.23	< 0.23	< 0.23	< 0.23	0.23	0.23
Effluent	Cadmium, Total Recoverable	ug/L	0.11	< 0.11	< 0.11	< 0.11	< 0.11	0.11	0.11
Effluent	Chromium (III)	ug/L	0.23	0.77	0.86	0.97	0.92	0.88	0.97
Effluent	Chromium (VI)	ug/L	0.027	0.2	J 0.13	J 0.13	0.12	0.145	0.2
Effluent	Copper, Total Recoverable	ug/L	0.23	2.3	1.9	2.8	2.1	2.275	2.8
Effluent	Lead, Total Recoverable	ug/L	0.045	0.21	0.22	0.56	0.19	0.295	0.56
Effluent	Mercury, Total Recoverable	ug/L		0.001	0.0011	0.00093	0.0011	0.001033	0.0011
Effluent	Nickel, Total Recoverable	ug/L	0.45	1.3	1.6	1.5	1.4	1.45	1.6
Effluent	Selenium, Total Recoverable	ug/L	0.45	0.58	0.32	J 0.95	0.54	0.5975	0.95
Effluent	Pyrene	ug/L	0.0014	< 0.0014	< 0.0014	< 0.0014	< 0.0014	0.0014	0.0014
Effluent	1,2,4-Trichlorobenzene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	Aldrin	ug/L	0.00079	< 0.00079	< 0.00079	< 0.00079	< 0.00079	0.00079	0.00079
Effluent	alpha-BHC	ug/L	0.0025	< 0.0025	< 0.0025	< 0.0025	< 0.0025	0.0025	0.0025
Effluent	beta-BHC	ug/L	0.00054	< 0.00054	< 0.00054	< 0.00054	< 0.00054	0.00054	0.00054
Effluent	gamma-BHC	ug/L	0.0025	< 0.0025	< 0.0025	< 0.0025	< 0.0025	0.0025	0.0025
Effluent	delta-BHC	ug/L	0.006	< 0.006	< 0.006	< 0.006	< 0.006	0.006	0.006
Effluent	Chlordane	ug/L	0.026	< 0.026	< 0.026	< 0.026	< 0.026	0.026	0.026
Effluent	4,4-DDT	ug/L	0.0007	< 0.0007	< 0.0007	< 0.0007	< 0.0007	0.0007	0.0007
Effluent	4,4-DDE	ug/L	0.00061	< 0.00061	< 0.00061	< 0.00061	< 0.00061	0.00061	0.00061
Effluent	Silver, Total Recoverable	ug/L	0.45	< 0.45	< 0.45	< 0.45	< 0.45	0.45	0.45
Effluent	4,4-DDD	ug/L	0.00072	< 0.00072	< 0.00072	< 0.00072	< 0.00072	0.00072	0.00072
Effluent	Dieldrin	ug/L	0.00097	< 0.00097	< 0.00097	< 0.00097	< 0.00097	0.00097	0.00097
Effluent	alpha-Endosulfan	ug/L	0.00089	< 0.00089	< 0.00089	< 0.00089	< 0.00089	0.00089	0.00089
Effluent	beta-Endosulfan	ug/L	0.0018	< 0.0018	< 0.0018	< 0.0018	< 0.0018	0.0018	0.0018
Effluent	Endosulfan Sulfate	ug/L	0.00074	< 0.00074	< 0.00074	< 0.00074	< 0.00074	0.00074	0.00074
Effluent	Endrin	ug/L	0.00081	< 0.00081	< 0.00081	< 0.00081	< 0.00081	0.00081	0.00081
Effluent	Endrin Aldehyde	ug/L	0.00067	< 0.00067	< 0.00067	< 0.00067	< 0.00067	0.00067	0.00067
Effluent	Heptachlor	ug/L	0.00069	< 0.00069	< 0.00069	< 0.00069	< 0.00069	0.00069	0.00069
Effluent	Heptachlor Epoxide	ug/L	0.00069	< 0.00069	< 0.00069	< 0.00069	< 0.00069	0.00069	0.00069
Effluent	PCB-1016	ug/L	0.05	< 0.05	< 0.05	< 0.05	< 0.05	0.05	0.05
Effluent	Thallium, Total Recoverable	ug/L	0.45	< 0.45	< 0.45	J 0.27	< 0.45	0.405	0.45
Effluent	PCB-1221	ug/L	0.063	< 0.063	< 0.063	< 0.063	< 0.063	0.063	0.063
Effluent	PCB-1232	ug/L	0.05	< 0.05	< 0.05	< 0.05	< 0.05	0.05	0.05
Effluent	PCB-1242	ug/L	0.05	< 0.05	< 0.05	< 0.05	< 0.05	0.05	0.05
Effluent	PCB-1248	ug/L	0.02	< 0.02	< 0.02	< 0.02	< 0.02	0.02	0.02
Effluent	PCB-1254	ug/L	0.05	< 0.05	< 0.05	< 0.05	< 0.05	0.05	0.05
Effluent	PCB-1260	ug/L	0.015	< 0.015	< 0.015	< 0.015	< 0.015	0.015	0.015
Effluent	Toxaphene	ug/L	0.035	< 0.035	< 0.035	< 0.035	< 0.035	0.035	0.035
Effluent	Zinc, Total Recoverable	ug/L	2.3	36	33	46	28	35.75	46
Effluent	Cyanide, Total (as CN)	mg/L	0.0017	< 0.0017	< 0.0017	< 0.0017	< 0.0017	0.0017	0.0017
Effluent	Acrolein	ug/L	1.1	< 1.1	< 1.1	< 1.1	< 1.1	1.1	1.1
Effluent	Acrylonitrile	ug/L	0.63	< 0.63	< 0.63	< 0.63	< 0.63	0.63	0.63
Effluent	Benzene	ug/L	0.065	< 0.065	< 0.065	< 0.065	< 0.065	0.065	0.065
Effluent	Bromoform	ug/L	0.14	< 0.14	< 0.14	< 0.14	< 0.14	0.14	0.14
Effluent	Carbon Tetrachloride	ug/L	0.082	< 0.082	< 0.082	< 0.082	< 0.082	0.082	0.082
Effluent	Chlorobenzene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	Chlorodibromomethane	ug/L	0.16	< 0.16	< 0.16	< 0.16	< 0.16	0.16	0.16

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Effluent	Chloroethane	ug/L	0.062	< 0.062	< 0.062	< 0.062	< 0.062	0.062	0.062
Effluent	2-Chloroethylvinyl Ether	ug/L	0.39	< 0.39	< 0.39	< 0.39	< 0.39	0.39	0.39
Effluent	Chloroform	ug/L	0.077	0.54	J 0.36	J 0.46	0.15	0.3775	0.54
Effluent	Dichlorobromomethane	ug/L	0.067	< 0.067	< 0.067	< 0.067	< 0.067	0.067	0.067
Effluent	1,1-Dichloroethane	ug/L	0.065	< 0.065	< 0.065	< 0.065	< 0.065	0.065	0.065
Effluent	1,2-Dichloroethane	ug/L	0.098	< 0.098	< 0.098	< 0.098	< 0.098	0.098	0.098
Effluent	1,1-Dichloroethylene	ug/L	0.067	< 0.067	< 0.067	< 0.067	< 0.067	0.067	0.067
Effluent	1,2-Dichloropropane	ug/L	0.06	< 0.06	< 0.06	< 0.06	< 0.06	0.06	0.06
Effluent	1,3-Dichloropropylenes, Sum	ug/L	0.061	< 0.061	< 0.061	< 0.061	< 0.061	0.061	0.061
Effluent	Ethylbenzene	ug/L	0.09	< 0.09	< 0.09	< 0.09	< 0.09	0.09	0.09
Effluent	Methyl Bromide	ug/L	0.44	< 0.44	< 0.44	< 0.44	< 0.44	0.44	0.44
Effluent	Methyl Chloride	ug/L	0.08	< 0.08	< 0.08	< 0.08	< 0.08	0.08	0.08
Effluent	Methylene Chloride	ug/L	0.13	< 0.13	< 0.13	< 0.13	< 0.13	0.13	0.13
Effluent	1,1,2,2-Tetrachloroethane	ug/L	0.056	< 0.056	< 0.056	< 0.056	< 0.056	0.056	0.056
Effluent	Tetrachloroethylene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	Toluene	ug/L	0.09	< 0.045	< 0.045	< 0.045	< 0.045	0.045	0.045
Effluent	trans-1,2-Dichloroethylene	ug/L	0.059	< 0.059	< 0.059	< 0.059	< 0.059	0.059	0.059
Effluent	1,1,1-Trichloroethane	ug/L	0.046	< 0.046	< 0.046	< 0.046	< 0.046	0.046	0.046
Effluent	1,1,2-Trichloroethane	ug/L	0.12	< 0.12	< 0.12	< 0.12	< 0.12	0.12	0.12
Effluent	Trichloroethylene	ug/L	0.057	< 0.057	< 0.057	< 0.057	< 0.057	0.057	0.057
Effluent	Vinyl Chloride	ug/L	0.062	< 0.062	< 0.062	< 0.062	< 0.062	0.062	0.062
Effluent	2-Chlorophenol	ug/L	0.11	< 0.11	< 0.11	< 0.11	< 0.11	0.11	0.11
Effluent	2,4-Dichlorophenol	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	2,4-Dimethylphenol	ug/L	0.15	< 0.15	< 0.15	< 0.15	< 0.15	0.15	0.15
Effluent	2-Methyl-4,6-Dinitrophenol	ug/L	0.11	< 0.11	< 0.11	< 0.11	< 0.11	0.11	0.11
Effluent	2,4-Dinitrophenol	ug/L	0.27	< 0.27	< 0.27	< 0.27	< 0.27	0.27	0.27
Effluent	2-Nitrophenol	ug/L	0.21	< 0.21	< 0.21	< 0.21	< 0.21	0.21	0.21
Effluent	4-Nitrophenol	ug/L	0.26	< 0.26	< 0.26	< 0.26	< 0.26	0.26	0.26
Effluent	4-Chloro-3-methylphenol	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	Pentachlorophenol	ug/L	0.2	< 0.2	< 0.2	< 0.2	< 0.2	0.2	0.2
Effluent	Phenol, Single Compound	ug/L	0.1	J 0.11	< 0.05	< 0.05	0.42	0.1575	0.42
Effluent	2,4,6-Trichlorophenol	ug/L	0.14	< 0.14	< 0.14	< 0.14	< 0.14	0.14	0.14
Effluent	Acenaphthene	ug/L	0.004	< 0.004	< 0.004	< 0.004	< 0.004	0.004	0.004
Effluent	Acenaphthylene	ug/L	0.0023	< 0.0023	< 0.0023	< 0.0023	< 0.0023	0.0023	0.0023
Effluent	Anthracene	ug/L	0.002	< 0.002	< 0.002	< 0.002	< 0.002	0.002	0.002
Effluent	Benzidine	ug/L	1.4	< 1.4	< 1.4	< 1.4	< 1.4	1.4	1.4
Effluent	Benzo(a)anthracene	ug/L	0.0023	< 0.0023	< 0.0023	< 0.0023	< 0.0023	0.0023	0.0023
Effluent	Benzo(a)pyrene	ug/L	0.0033	< 0.0033	< 0.0033	< 0.0033	< 0.0033	0.0033	0.0033
Effluent	Benzo(b)fluoranthene	ug/L	0.0021	< 0.0021	< 0.0021	< 0.0021	< 0.0021	0.0021	0.0021
Effluent	Benzo(ghi)perylene	ug/L	0.0038	< 0.0038	< 0.0038	< 0.0038	< 0.0038	0.0038	0.0038
Effluent	Benzo(k)fluoranthene	ug/L	0.0028	< 0.0028	< 0.0028	< 0.0028	< 0.0028	0.0028	0.0028
Effluent	Bis (2-Chloroethoxy) Methane	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	Bis (2-Chloroethyl) Ether	ug/L	0.15	< 0.15	< 0.15	< 0.15	< 0.15	0.15	0.15
Effluent	Bis (2-Chloroisopropyl) Ether	ug/L	0.12	< 0.12	< 0.12	< 0.12	< 0.12	0.12	0.12
Effluent	Bis (2-Ethylhexyl) Phthalate	ug/L	0.29	5.1	J 0.32	< 0.29	< 0.29	1.5	5.1
Effluent	4-Bromophenyl Phenyl Ether	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	Butylbenzyl Phthalate	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	2-Chloronaphthalene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	4-Chlorophenyl Phenyl Ether	ug/L	0.23	< 0.23	< 0.23	< 0.23	< 0.23	0.23	0.23
Effluent	Chrysene	ug/L	0.0011	< 0.0011	< 0.0011	< 0.0011	0.0033	0.00165	0.0033
Effluent	Dibenzo(a,h)anthracene	ug/L	0.0031	< 0.0031	< 0.0031	< 0.0031	< 0.0031	0.0031	0.0031
Effluent	1,2-Dichlorobenzene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	1,3-Dichlorobenzene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	1,4-Dichlorobenzene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	3,3-Dichlorobenzidine	ug/L	0.54	< 0.54	< 0.54	< 0.54	< 0.54	0.54	0.54
Effluent	Diethyl Phthalate	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	Dimethyl Phthalate	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	Di-n-butyl Phthalate	ug/L	0.14	J 0.19	< 0.14	< 0.14	< 0.14	0.1525	0.19
Effluent	2,4-Dinitrotoluene	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1

City of Merced WWTF 2013-2014 Data									
Effluent	2,6-Dinitrotoluene	ug/L	0.36	< 0.36	< 0.36	< 0.36	< 0.36	0.36	0.36
Effluent	Di-n-octyl Phthalate	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	1,2-Diphenylhydrazine	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	Fluoranthene	ug/L	0.0012	< 0.0012	< 0.0012	< 0.0012	0.0041	0.001925	0.0041
Effluent	Fluorene	ug/L	0.0043	< 0.0043	< 0.0043	< 0.0043	< 0.0043	0.0043	0.0043
Effluent	Hexachlorobenzene	ug/L	0.15	< 0.15	< 0.15	< 0.15	< 0.15	0.15	0.15
Effluent	Hexachlorobutadiene	ug/L	0.13	< 0.13	< 0.13	< 0.13	< 0.13	0.13	0.13
Effluent	Hexachlorocyclopentadiene	ug/L	0.14	< 0.14	< 0.14	< 0.14	< 0.14	0.14	0.14
Effluent	Hexachloroethane	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	Indeno (1,2,3-cd) Pyrene	ug/L	0.0027	< 0.0027	< 0.0027	< 0.0027	< 0.0027	0.0027	0.0027
Effluent	Isophorone	ug/L	0.11	< 0.11	< 0.11	< 0.11	< 0.11	0.11	0.11
Effluent	Naphthalene	ug/L	0.0027	J 0.0087	< 0.0027	< 0.0027	< 0.0027	0.0042	0.0087
Effluent	Nitrobenzene	ug/L	0.11	J 0.18	< 0.11	< 0.11	< 0.11	0.1275	0.18
Effluent	N-Nitrosodimethylamine	ug/L	0.48	< 0.48	< 0.48	< 0.48	< 0.48	0.48	0.48
Effluent	N-Nitrosodi-n-Propylamine	ug/L	0.1	< 0.1	< 0.1	< 0.1	< 0.1	0.1	0.1
Effluent	N-Nitrosodiphenylamine	ug/L	0.24	< 0.24	< 0.24	< 0.24	< 0.24	0.24	0.24
Effluent	Phenanthrene	ug/L	0.0024	< 0.0024	< 0.0024	< 0.0024	< 0.0024	0.0024	0.0024

City of Merced Domestic Collection System Data April 2013					
SAMPLE DATE	ANALYTE	UNITS	MDL	RL	Result
04/16/2013 12:35:00	Mercury	ug/L	0.091	0.20	ND
04/16/2013 12:35:00	Antimony	ug/L	0.23	0.50	0.34
04/16/2013 12:35:00	Arsenic	ug/L	0.045	0.10	4.3
04/16/2013 12:35:00	Beryllium	ug/L	0.23	0.50	ND
04/16/2013 12:35:00	Cadmium	ug/L	0.11	0.25	ND
04/16/2013 12:35:00	Chromium	ug/L	0.23	0.50	2.7
04/16/2013 12:35:00	Copper	ug/L	0.23	0.50	21
04/16/2013 12:35:00	Lead	ug/L	0.045	0.10	0.33
04/16/2013 12:35:00	Nickel	ug/L	0.45	1.0	1.1
04/16/2013 12:35:00	Selenium	ug/L	0.45	1.0	0.77
04/16/2013 12:35:00	Silver	ug/L	0.45	1.0	ND
04/16/2013 12:35:00	Thallium	ug/L	0.45	1.0	ND
04/16/2013 12:35:00	Zinc	ug/L	2.3	5.0	31
04/16/2013 12:35:00	Hexavalent Chromium	ug/L	0.027	0.20	1.8
04/16/2013 12:35:00	4,4'-DDD	ug/L	0.00072	0.050	ND
04/16/2013 12:35:00	Aroclor-1016	ug/L	0.050	0.50	ND
04/16/2013 12:35:00	Aroclor-1221	ug/L	0.063	0.50	ND
04/16/2013 12:35:00	Aroclor-1232	ug/L	0.050	0.50	ND
04/16/2013 12:35:00	Aroclor-1242	ug/L	0.050	0.50	ND
04/16/2013 12:35:00	Aroclor-1248	ug/L	0.020	0.50	ND
04/16/2013 12:35:00	Aroclor-1254	ug/L	0.050	0.50	ND
04/16/2013 12:35:00	Aroclor-1260	ug/L	0.015	0.50	ND
04/16/2013 12:35:00	beta-BHC	ug/L	0.00054	0.0050	ND
04/16/2013 12:35:00	Chlordane	ug/L	0.026	0.10	ND
04/16/2013 12:35:00	delta-BHC	ug/L	0.00060	0.0050	ND
04/16/2013 12:35:00	4,4'-DDE	ug/L	0.00061	0.050	ND
04/16/2013 12:35:00	Dieldrin	ug/L	0.00097	0.010	ND
04/16/2013 12:35:00	Endosulfan I	ug/L	0.00089	0.020	ND
04/16/2013 12:35:00	Endosulfan II	ug/L	0.0018	0.010	ND
04/16/2013 12:35:00	Endosulfan Sulfate	ug/L	0.00074	0.050	ND
04/16/2013 12:35:00	Endrin	ug/L	0.00081	0.010	ND
04/16/2013 12:35:00	Endrin Aldehyde	ug/L	0.00067	0.010	ND
04/16/2013 12:35:00	Heptachlor	ug/L	0.00069	0.010	ND
04/16/2013 12:35:00	Heptachlor Epoxide	ug/L	0.00069	0.010	ND
04/16/2013 12:35:00	Lindane	ug/L	0.0025	0.020	ND
04/16/2013 12:35:00	4,4'-DDT	ug/L	0.00070	0.010	ND
04/16/2013 12:35:00	Toxaphene	ug/L	0.035	0.50	ND
04/16/2013 12:35:00	Aldrin	ug/L	0.00079	0.0050	ND
04/16/2013 12:35:00	TCMX	ug/L			0.22
04/16/2013 12:35:00	alpha-BHC	ug/L	0.0025	0.010	ND
04/16/2013 12:35:00	Phenol	ug/L	2.0	10	14
04/16/2013 12:35:00	4,6-Dinitro-2-methylphenol	ug/L	0.11	5.0	ND
04/16/2013 12:35:00	Pentachlorophenol	ug/L	0.20	1.0	ND
04/16/2013 12:35:00	Benzidine	ug/L	1.4	5.0	ND
04/16/2013 12:35:00	N-Nitrosodimethylamine (NDMA)	ug/L	0.48	5.0	ND
04/16/2013 12:35:00	Bis(2-chloroethyl) ether	ug/L	0.15	1.0	ND
04/16/2013 12:35:00	Bis(2-chloroisopropyl) ether	ug/L	0.12	2.0	ND
04/16/2013 12:35:00	N-Nitrosodi-n-propylamine (NDPA)	ug/L	0.10	5.0	ND
04/16/2013 12:35:00	Hexachloroethane	ug/L	0.10	1.0	ND
04/16/2013 12:35:00	Nitrobenzene	ug/L	0.11	1.0	ND
04/16/2013 12:35:00	Isophorone	ug/L	0.11	1.0	ND
04/16/2013 12:35:00	2-Chlorophenol	ug/L	0.11	2.0	ND
04/16/2013 12:35:00	Bis(2-chloroethoxy)methane	ug/L	0.10	5.0	ND

City of Merced Domestic Collection System Data April 2013					
04/16/2013 12:35:00	1,2,4-Trichlorobenzene	ug/L	0.10	1.0	ND
04/16/2013 12:35:00	Naphthalene	ug/L	0.0027	0.20	ND
04/16/2013 12:35:00	Hexachlorobutadiene	ug/L	0.13	1.0	ND
04/16/2013 12:35:00	Hexachlorocyclopentadiene	ug/L	0.14	5.0	ND
04/16/2013 12:35:00	2-Chloronaphthalene	ug/L	0.10	10	ND
04/16/2013 12:35:00	Dimethyl phthalate	ug/L	0.10	2.0	ND
04/16/2013 12:35:00	2,6-Dinitrotoluene	ug/L	0.36	5.0	ND
04/16/2013 12:35:00	Acenaphthylene	ug/L	0.0023	0.20	ND
04/16/2013 12:35:00	Acenaphthene	ug/L	0.0040	0.50	ND
04/16/2013 12:35:00	2-Nitrophenol	ug/L	0.21	10	ND
04/16/2013 12:35:00	2,4-Dinitrotoluene	ug/L	0.10	5.0	ND
04/16/2013 12:35:00	Diethyl phthalate	ug/L	0.10	2.0	2.3
04/16/2013 12:35:00	4-Chlorophenyl phenyl ether	ug/L	0.23	5.0	ND
04/16/2013 12:35:00	Fluorene	ug/L	0.0043	0.10	ND
04/16/2013 12:35:00	N-Nitrosodiphenylamine (as DPA)	ug/L	0.24	1.0	ND
04/16/2013 12:35:00	1,2-Diphenylhydrazine (as Azobenzene)	ug/L	0.10	1.0	ND
04/16/2013 12:35:00	4-Bromophenyl phenyl ether	ug/L	0.10	5.0	ND
04/16/2013 12:35:00	Hexachlorobenzene	ug/L	0.15	1.0	ND
04/16/2013 12:35:00	Phenanthrene	ug/L	0.0024	0.050	ND
04/16/2013 12:35:00	Anthracene	ug/L	0.0020	2.0	ND
04/16/2013 12:35:00	2,4-Dimethylphenol	ug/L	0.15	1.0	ND
04/16/2013 12:35:00	Di-n-butyl phthalate	ug/L	0.14	10	ND
04/16/2013 12:35:00	Fluoranthene	ug/L	0.0012	0.050	ND
04/16/2013 12:35:00	Pyrene	ug/L	0.0014	0.050	ND
04/16/2013 12:35:00	Butyl benzyl phthalate	ug/L	0.10	10	ND
04/16/2013 12:35:00	Bis(2-ethylhexyl) phthalate	ug/L	0.29	5.0	6.3
04/16/2013 12:35:00	Benzo(a)anthracene	ug/L	0.0023	5.0	ND
04/16/2013 12:35:00	Chrysene	ug/L	0.0011	5.0	ND
04/16/2013 12:35:00	Di-n-octyl phthalate	ug/L	0.10	10	ND
04/16/2013 12:35:00	Benzo(b)fluoranthene	ug/L	0.041	10	ND
04/16/2013 12:35:00	Benzo(k)fluoranthene	ug/L	0.055	2.0	ND
04/16/2013 12:35:00	2,4-Dichlorophenol	ug/L	0.10	1.0	ND
04/16/2013 12:35:00	Benzo(a)pyrene	ug/L	0.066	2.0	ND
04/16/2013 12:35:00	1,2-Dichlorobenzene	ug/L	0.10	2.0	ND
04/16/2013 12:35:00	1,3-Dichlorobenzene	ug/L	0.10	1.0	ND
04/16/2013 12:35:00	1,4-Dichlorobenzene	ug/L	0.10	1.0	ND
04/16/2013 12:35:00	3,3-Dichlorobenzidine	ug/L	0.54	5.0	ND
04/16/2013 12:35:00	Indeno(1,2,3-cd)pyrene	ug/L	0.054	0.20	ND
04/16/2013 12:35:00	Dibenzo(a,h)anthracene	ug/L	0.062	0.20	ND
04/16/2013 12:35:00	Benzo(g,h,i)perylene	ug/L	0.077	0.20	ND
04/16/2013 12:35:00	4-Chloro-3-methylphenol	ug/L	0.10	1.0	ND
04/16/2013 12:35:00	2,4,6-Trichlorophenol	ug/L	0.14	10	ND
04/16/2013 12:35:00	2,4-Dinitrophenol	ug/L	0.27	5.0	ND
04/16/2013 12:35:00	2,4,6-Tribromophenol	ug/L			6.6
04/16/2013 12:35:00	2-Fluorobiphenyl	ug/L			3.9
04/16/2013 12:35:00	2-Fluorophenol	ug/L			0.091
04/16/2013 12:35:00	p-Terphenyl-d14	ug/L			0.14
04/16/2013 12:35:00	Nitrobenzene-d5	ug/L			5.6
04/16/2013 12:35:00	Phenol-d6	ug/L			0.11
04/16/2013 12:35:00	4-Nitrophenol	ug/L	0.26	5.0	ND
04/16/2013 12:35:00	Cyanide (total)	mg/L	0.0017	0.0050	0.0025
04/16/2013 12:45:00	2-Chloroethyl vinyl ether	ug/L	0.39	1.0	ND
04/16/2013 12:45:00	1,2-Dichloroethane-d4	ug/L			9.3
04/16/2013 12:45:00	Bromofluorobenzene	ug/L			9.9

City of Merced Domestic Collection System Data April 2013					
04/16/2013 12:45:00	Toluene-d8	ug/L			9.5
04/16/2013 12:45:00	Acrolein	ug/L	1.1	2.0	ND
04/16/2013 12:45:00	Acrylonitrile	ug/L	0.63	2.0	ND
04/16/2013 12:45:00	1,2-Dichloroethane-d4	ug/L			9.3
04/16/2013 12:45:00	Bromofluorobenzene	ug/L			9.9
04/16/2013 12:45:00	Toluene-d8	ug/L			9.5
04/16/2013 12:45:00	Dichlorodifluoromethane	ug/L	0.074	1.0	ND
04/16/2013 12:45:00	1,1-Dichloroethene	ug/L	0.067	0.50	ND
04/16/2013 12:45:00	Carbon disulfide	ug/L	2.2	50	ND
04/16/2013 12:45:00	Dichloromethane	ug/L	0.13	0.50	ND
04/16/2013 12:45:00	Methyl-t-butyl ether	ug/L	0.10	0.50	ND
04/16/2013 12:45:00	trans-1,2-Dichloroethene	ug/L	0.059	0.50	ND
04/16/2013 12:45:00	1,1-Dichloroethane	ug/L	0.065	0.50	ND
04/16/2013 12:45:00	2-Butanone	ug/L	0.36	20	ND
04/16/2013 12:45:00	Chloromethane	ug/L	0.080	0.50	ND
04/16/2013 12:45:00	cis-1,2-Dichloroethene	ug/L	0.043	0.50	ND
04/16/2013 12:45:00	Chloroform	ug/L	0.077	0.50	ND
04/16/2013 12:45:00	1,1,1-Trichloroethane	ug/L	0.046	0.50	ND
04/16/2013 12:45:00	Carbon Tetrachloride	ug/L	0.082	0.50	ND
04/16/2013 12:45:00	1,2-Dichloroethane	ug/L	0.098	0.50	ND
04/16/2013 12:45:00	Benzene	ug/L	0.065	0.50	ND
04/16/2013 12:45:00	Vinyl Chloride	ug/L	0.062	0.50	ND
04/16/2013 12:45:00	Trichloroethene (TCE)	ug/L	0.057	0.50	ND
04/16/2013 12:45:00	1,2-Dichloropropane	ug/L	0.060	0.50	ND
04/16/2013 12:45:00	Bromodichloromethane	ug/L	0.067	0.50	ND
04/16/2013 12:45:00	cis-1,3-Dichloropropene	ug/L	0.061	0.50	ND
04/16/2013 12:45:00	Toluene	ug/L	0.090	0.50	ND
04/16/2013 12:45:00	trans-1,3-Dichloropropene	ug/L	0.16	0.50	ND
04/16/2013 12:45:00	Bromomethane	ug/L	0.44	1.0	ND
04/16/2013 12:45:00	1,1,2-Trichloroethane	ug/L	0.12	0.50	ND
04/16/2013 12:45:00	2-Hexanone	ug/L	0.34	20	ND
04/16/2013 12:45:00	Tetrachloroethene (PCE)	ug/L	0.10	0.50	ND
04/16/2013 12:45:00	Dibromochloromethane	ug/L	0.16	0.50	ND
04/16/2013 12:45:00	Chlorobenzene	ug/L	0.10	0.50	ND
04/16/2013 12:45:00	Ethylbenzene	ug/L	0.090	0.50	ND
04/16/2013 12:45:00	Chloroethane	ug/L	0.062	0.50	ND
04/16/2013 12:45:00	m,p-Xylenes	ug/L	0.22	0.50	ND
04/16/2013 12:45:00	o-Xylene	ug/L	0.092	0.50	ND
04/16/2013 12:45:00	Styrene	ug/L	0.067	5.0	0.25
04/16/2013 12:45:00	Bromoform	ug/L	0.14	0.50	ND
04/16/2013 12:45:00	1,1,2,2-Tetrachloroethane	ug/L	0.056	0.50	ND
04/16/2013 12:45:00	Trichlorofluoromethane	ug/L	0.092	0.50	ND
04/16/2013 12:45:00	4-Methyl-2-pentanone	ug/L	0.72	20	ND
04/16/2013 12:45:00	1,3-Dichlorobenzene	ug/L	0.059	0.50	ND
04/16/2013 12:45:00	1,4-Dichlorobenzene	ug/L	0.094	0.50	ND
04/16/2013 12:45:00	1,2-Dichlorobenzene	ug/L	0.054	0.50	ND
04/16/2013 12:45:00	1,2-Dichloroethane-d4	ug/L			10
04/16/2013 12:45:00	Bromofluorobenzene	ug/L			10
04/16/2013 12:45:00	Toluene-d8	ug/L			9.5
04/16/2013 12:45:00	Acetone	ug/L	1.4	20	7.8
04/16/2013 00:00:00	2-Chloroethyl vinyl ether	ug/L	0.39	1.0	ND
04/16/2013 00:00:00	1,2-Dichloroethane-d4	ug/L			9.7
04/16/2013 00:00:00	Bromofluorobenzene	ug/L			9.3
04/16/2013 00:00:00	Toluene-d8	ug/L			9.5

City of Merced Domestic Collection System Data April 2013					
04/16/2013 00:00:00	Acrolein	ug/L	1.1	2.0	ND
04/16/2013 00:00:00	Acrylonitrile	ug/L	0.63	2.0	ND
04/16/2013 00:00:00	1,2-Dichloroethane-d4	ug/L			9.7
04/16/2013 00:00:00	Bromofluorobenzene	ug/L			9.3
04/16/2013 00:00:00	Toluene-d8	ug/L			9.5
04/16/2013 00:00:00	Dichlorodifluoromethane	ug/L	0.074	1.0	ND
04/16/2013 00:00:00	1,1-Dichloroethene	ug/L	0.067	0.50	ND
04/16/2013 00:00:00	Carbon disulfide	ug/L	2.2	50	ND
04/16/2013 00:00:00	Dichloromethane	ug/L	0.13	0.50	ND
04/16/2013 00:00:00	Methyl-t-butyl ether	ug/L	0.10	0.50	ND
04/16/2013 00:00:00	trans-1,2-Dichloroethene	ug/L	0.059	0.50	ND
04/16/2013 00:00:00	1,1-Dichloroethane	ug/L	0.065	0.50	ND
04/16/2013 00:00:00	2-Butanone	ug/L	0.36	20	ND
04/16/2013 00:00:00	Chloromethane	ug/L	0.080	0.50	ND
04/16/2013 00:00:00	cis-1,2-Dichloroethene	ug/L	0.043	0.50	ND
04/16/2013 00:00:00	Chloroform	ug/L	0.077	0.50	ND
04/16/2013 00:00:00	1,1,1-Trichloroethane	ug/L	0.046	0.50	ND
04/16/2013 00:00:00	Carbon Tetrachloride	ug/L	0.082	0.50	ND
04/16/2013 00:00:00	1,2-Dichloroethane	ug/L	0.098	0.50	ND
04/16/2013 00:00:00	Benzene	ug/L	0.065	0.50	ND
04/16/2013 00:00:00	Vinyl Chloride	ug/L	0.062	0.50	ND
04/16/2013 00:00:00	Trichloroethene (TCE)	ug/L	0.057	0.50	ND
04/16/2013 00:00:00	1,2-Dichloropropane	ug/L	0.060	0.50	ND
04/16/2013 00:00:00	Bromodichloromethane	ug/L	0.067	0.50	ND
04/16/2013 00:00:00	cis-1,3-Dichloropropene	ug/L	0.061	0.50	ND
04/16/2013 00:00:00	Toluene	ug/L	0.090	0.50	ND
04/16/2013 00:00:00	trans-1,3-Dichloropropene	ug/L	0.16	0.50	ND
04/16/2013 00:00:00	Bromomethane	ug/L	0.44	1.0	ND
04/16/2013 00:00:00	1,1,2-Trichloroethane	ug/L	0.12	0.50	ND
04/16/2013 00:00:00	2-Hexanone	ug/L	0.34	20	ND
04/16/2013 00:00:00	Tetrachloroethene (PCE)	ug/L	0.10	0.50	ND
04/16/2013 00:00:00	Dibromochloromethane	ug/L	0.16	0.50	ND
04/16/2013 00:00:00	Chlorobenzene	ug/L	0.10	0.50	ND
04/16/2013 00:00:00	Ethylbenzene	ug/L	0.090	0.50	ND
04/16/2013 00:00:00	Chloroethane	ug/L	0.062	0.50	ND
04/16/2013 00:00:00	m,p-Xylenes	ug/L	0.22	0.50	ND
04/16/2013 00:00:00	o-Xylene	ug/L	0.092	0.50	ND
04/16/2013 00:00:00	Styrene	ug/L	0.067	5.0	ND
04/16/2013 00:00:00	Bromoform	ug/L	0.14	0.50	ND
04/16/2013 00:00:00	1,1,2,2-Tetrachloroethane	ug/L	0.056	0.50	ND
04/16/2013 00:00:00	Trichlorofluoromethane	ug/L	0.092	0.50	ND
04/16/2013 00:00:00	4-Methyl-2-pentanone	ug/L	0.72	20	ND
04/16/2013 00:00:00	1,3-Dichlorobenzene	ug/L	0.059	0.50	ND
04/16/2013 00:00:00	1,4-Dichlorobenzene	ug/L	0.094	0.50	ND
04/16/2013 00:00:00	1,2-Dichlorobenzene	ug/L	0.054	0.50	ND
04/16/2013 00:00:00	1,2-Dichloroethane-d4	ug/L			10
04/16/2013 00:00:00	Bromofluorobenzene	ug/L			9.4
04/16/2013 00:00:00	Toluene-d8	ug/L			9.5
04/16/2013 00:00:00	Acetone	ug/L	1.4	20	ND

City of Merced Domestic Collection System Data November 2012

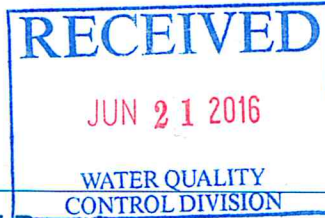
SAMPLE DATE	ANALYTE	UNITS	MDL	RL	Result
10/26/2012 14:15:00	Antimony	ug/L	0.91	2.0	ND
10/26/2012 14:15:00	Arsenic	ug/L	0.91	2.0	ND
10/26/2012 14:15:00	Beryllium	ug/L	0.45	1.0	ND
10/26/2012 14:15:00	Cadmium	ug/L	0.45	1.0	ND
10/26/2012 14:15:00	Chromium	ug/L	4.5	10	ND
10/26/2012 14:15:00	Copper	ug/L	2.3	5.0	39
10/26/2012 14:15:00	Lead	ug/L	2.3	5.0	ND
10/26/2012 14:15:00	Mercury	ug/L	0.18	0.40	ND
10/26/2012 14:15:00	Nickel	ug/L	4.5	10	ND
10/26/2012 14:15:00	Selenium	ug/L	0.91	2.0	ND
10/26/2012 14:15:00	Silver	ug/L	4.5	10	ND
10/26/2012 14:15:00	Thallium	ug/L	0.45	1.0	ND
10/26/2012 14:15:00	Zinc	ug/L	23	50	110
10/26/2012 14:15:00	Hexavalent Chromium	ug/L	0.019	0.20	0.91
10/26/2012 14:15:00	4,4'-DDD	ug/L	0.00072	0.050	ND
10/26/2012 14:15:00	Aroclor-1016	ug/L	0.050	0.50	ND
10/26/2012 14:15:00	Aroclor-1221	ug/L	0.063	0.50	ND
10/26/2012 14:15:00	Aroclor-1232	ug/L	0.050	0.50	ND
10/26/2012 14:15:00	Aroclor-1242	ug/L	0.050	0.50	ND
10/26/2012 14:15:00	Aroclor-1248	ug/L	0.020	0.50	ND
10/26/2012 14:15:00	Aroclor-1254	ug/L	0.050	0.50	ND
10/26/2012 14:15:00	Aroclor-1260	ug/L	0.015	0.50	ND
10/26/2012 14:15:00	beta-BHC	ug/L	0.00054	0.0050	ND
10/26/2012 14:15:00	Chlordane	ug/L	0.026	0.10	ND
10/26/2012 14:15:00	delta-BHC	ug/L	0.00060	0.0050	ND
10/26/2012 14:15:00	4,4'-DDE	ug/L	0.00061	0.050	ND
10/26/2012 14:15:00	Dieldrin	ug/L	0.00097	0.010	ND
10/26/2012 14:15:00	Endosulfan I	ug/L	0.00089	0.020	ND
10/26/2012 14:15:00	Endosulfan II	ug/L	0.0018	0.010	ND
10/26/2012 14:15:00	Endosulfan Sulfate	ug/L	0.00074	0.050	ND
10/26/2012 14:15:00	Endrin	ug/L	0.00081	0.010	ND
10/26/2012 14:15:00	Endrin Aldehyde	ug/L	0.00067	0.010	ND
10/26/2012 14:15:00	Heptachlor	ug/L	0.00069	0.010	ND
10/26/2012 14:15:00	Heptachlor Epoxide	ug/L	0.00069	0.010	ND
10/26/2012 14:15:00	Lindane	ug/L	0.0025	0.020	ND
10/26/2012 14:15:00	4,4'-DDT	ug/L	0.00070	0.010	ND
10/26/2012 14:15:00	Toxaphene	ug/L	0.035	0.50	ND
10/26/2012 14:15:00	Aldrin	ug/L	0.00079	0.0050	ND
10/26/2012 14:15:00	TCMX	ug/L			0.042
10/26/2012 14:15:00	alpha-BHC	ug/L	0.0025	0.010	ND
10/26/2012 14:15:00	Phenol	ug/L	1.0	5.0	23
10/26/2012 14:15:00	4,6-Dinitro-2-methylphenol	ug/L	1.1	5.0	ND
10/26/2012 14:15:00	Pentachlorophenol	ug/L	2.0	5.0	ND
10/26/2012 14:15:00	Benzidine	ug/L	14	50	ND
10/26/2012 14:15:00	N-Nitrosodimethylamine (NDMA)	ug/L	4.8	5.0	ND
10/26/2012 14:15:00	Bis(2-chloroethyl) ether	ug/L	1.5	5.0	ND
10/26/2012 14:15:00	Bis(2-chloroisopropyl) ether	ug/L	1.2	5.0	ND
10/26/2012 14:15:00	N-Nitrosodi-n-propylamine (NDPA)	ug/L	1.0	5.0	ND
10/26/2012 14:15:00	Hexachloroethane	ug/L	1.0	5.0	ND
10/26/2012 14:15:00	Nitrobenzene	ug/L	1.1	5.0	ND
10/26/2012 14:15:00	Isophorone	ug/L	1.1	5.0	ND
10/26/2012 14:15:00	2-Chlorophenol	ug/L	1.1	5.0	ND
10/26/2012 14:15:00	Bis(2-chloroethoxy)methane	ug/L	1.0	5.0	ND

City of Merced Domestic Collection System Data November 2012					
10/26/2012 14:15:00	1,2,4-Trichlorobenzene	ug/L	1.0	5.0	ND
10/26/2012 14:15:00	Naphthalene	ug/L	0.027	0.20	ND
10/26/2012 14:15:00	Hexachlorobutadiene	ug/L	1.3	5.0	ND
10/26/2012 14:15:00	Hexachlorocyclopentadiene	ug/L	1.4	5.0	ND
10/26/2012 14:15:00	2-Chloronaphthalene	ug/L	1.0	10	ND
10/26/2012 14:15:00	Dimethyl phthalate	ug/L	1.0	5.0	ND
10/26/2012 14:15:00	2,6-Dinitrotoluene	ug/L	3.6	5.0	ND
10/26/2012 14:15:00	Acenaphthylene	ug/L	0.023	0.20	ND
10/26/2012 14:15:00	Acenaphthene	ug/L	0.040	0.50	ND
10/26/2012 14:15:00	2-Nitrophenol	ug/L	2.1	10	ND
10/26/2012 14:15:00	2,4-Dinitrotoluene	ug/L	1.0	5.0	ND
10/26/2012 14:15:00	Diethyl phthalate	ug/L	1.0	5.0	ND
10/26/2012 14:15:00	4-Chlorophenyl phenyl ether	ug/L	2.3	5.0	ND
10/26/2012 14:15:00	Fluorene	ug/L	0.043	0.10	ND
10/26/2012 14:15:00	N-Nitrosodiphenylamine (as DPA)	ug/L	2.4	5.0	ND
10/26/2012 14:15:00	1,2-Diphenylhydrazine (as Azobenzene)	ug/L	1.0	5.0	ND
10/26/2012 14:15:00	4-Bromophenyl phenyl ether	ug/L	1.0	5.0	ND
10/26/2012 14:15:00	Hexachlorobenzene	ug/L	1.5	5.0	ND
10/26/2012 14:15:00	Phenanthrene	ug/L	0.024	0.10	ND
10/26/2012 14:15:00	Anthracene	ug/L	0.020	2.0	ND
10/26/2012 14:15:00	2,4-Dimethylphenol	ug/L	1.5	5.0	ND
10/26/2012 14:15:00	Di-n-butyl phthalate	ug/L	1.4	10	ND
10/26/2012 14:15:00	Fluoranthene	ug/L	0.012	0.10	ND
10/26/2012 14:15:00	Pyrene	ug/L	0.014	0.10	ND
10/26/2012 14:15:00	Butyl benzyl phthalate	ug/L	1.0	10	ND
10/26/2012 14:15:00	Bis(2-ethylhexyl) phthalate	ug/L	2.9	50	ND
10/26/2012 14:15:00	Benzo(a)anthracene	ug/L	0.023	5.0	ND
10/26/2012 14:15:00	Chrysene	ug/L	0.011	5.0	ND
10/26/2012 14:15:00	Di-n-octyl phthalate	ug/L	1.0	10	15
10/26/2012 14:15:00	Benzo(b)fluoranthene	ug/L	0.021	10	ND
10/26/2012 14:15:00	Benzo(k)fluoranthene	ug/L	0.028	2.0	ND
10/26/2012 14:15:00	2,4-Dichlorophenol	ug/L	1.0	5.0	ND
10/26/2012 14:15:00	Benzo(a)pyrene	ug/L	0.033	2.0	ND
10/26/2012 14:15:00	1,2-Dichlorobenzene	ug/L	1.0	5.0	ND
10/26/2012 14:15:00	1,3-Dichlorobenzene	ug/L	1.0	5.0	ND
10/26/2012 14:15:00	1,4-Dichlorobenzene	ug/L	1.0	5.0	ND
10/26/2012 14:15:00	3,3-Dichlorobenzidine	ug/L	5.4	10	ND
10/26/2012 14:15:00	Indeno(1,2,3-cd)pyrene	ug/L	0.027	0.10	ND
10/26/2012 14:15:00	Dibenzo(a,h)anthracene	ug/L	0.031	0.10	ND
10/26/2012 14:15:00	Benzo(g,h,i)perylene	ug/L	0.038	0.10	ND
10/26/2012 14:15:00	4-Chloro-3-methylphenol	ug/L	1.0	5.0	ND
10/26/2012 14:15:00	2,4,6-Trichlorophenol	ug/L	1.4	10	ND
10/26/2012 14:15:00	2,4-Dinitrophenol	ug/L	2.7	10	ND
10/26/2012 14:15:00	2,4,6-Tribromophenol	ug/L			13
10/26/2012 14:15:00	2-Fluorobiphenyl	ug/L			5.5
10/26/2012 14:15:00	2-Fluorophenol	ug/L			4.1
10/26/2012 14:15:00	p-Terphenyl-d14	ug/L			6.7
10/26/2012 14:15:00	Nitrobenzene-d5	ug/L			6.1
10/26/2012 14:15:00	Phenol-d6	ug/L			5.7
10/26/2012 14:15:00	4-Nitrophenol	ug/L	2.6	10	ND
10/26/2012 14:15:00	Cyanide (total)	mg/L	0.0010	0.0050	ND
10/26/2012 14:12:00	2-Chloroethyl vinyl ether	ug/L	0.39	1.0	ND
10/26/2012 14:12:00	1,2-Dichloroethane-d4	ug/L			11
10/26/2012 14:12:00	Bromofluorobenzene	ug/L			9.0

City of Merced Domestic Collection System Data November 2012					
10/26/2012 14:12:00	Toluene-d8	ug/L			10
10/26/2012 14:12:00	Acrolein	ug/L	1.1	2.0	ND
10/26/2012 14:12:00	Acrylonitrile	ug/L	0.63	2.0	ND
10/26/2012 14:12:00	1,2-Dichloroethane-d4	ug/L			11
10/26/2012 14:12:00	Bromofluorobenzene	ug/L			10
10/26/2012 14:12:00	Toluene-d8	ug/L			10
10/26/2012 14:12:00	Dichlorodifluoromethane	ug/L	0.074	1.0	ND
10/26/2012 14:12:00	1,1-Dichloroethene	ug/L	0.067	0.50	ND
10/26/2012 14:12:00	Carbon disulfide	ug/L	2.2	50	ND
10/26/2012 14:12:00	Dichloromethane	ug/L	0.13	0.50	ND
10/26/2012 14:12:00	Methyl-t-butyl ether	ug/L	0.10	0.50	ND
10/26/2012 14:12:00	trans-1,2-Dichloroethene	ug/L	0.059	0.50	ND
10/26/2012 14:12:00	1,1-Dichloroethane	ug/L	0.065	0.50	ND
10/26/2012 14:12:00	2-Butanone	ug/L	0.36	20	ND
10/26/2012 14:12:00	Chloromethane	ug/L	0.080	0.50	ND
10/26/2012 14:12:00	cis-1,2-Dichloroethene	ug/L	0.043	0.50	ND
10/26/2012 14:12:00	Chloroform	ug/L	0.077	0.50	ND
10/26/2012 14:12:00	1,1,1-Trichloroethane	ug/L	0.046	0.50	ND
10/26/2012 14:12:00	Carbon Tetrachloride	ug/L	0.082	0.50	ND
10/26/2012 14:12:00	1,2-Dichloroethane	ug/L	0.098	0.50	ND
10/26/2012 14:12:00	Benzene	ug/L	0.065	0.50	ND
10/26/2012 14:12:00	Vinyl Chloride	ug/L	0.062	0.50	ND
10/26/2012 14:12:00	Trichloroethene (TCE)	ug/L	0.057	0.50	ND
10/26/2012 14:12:00	1,2-Dichloropropane	ug/L	0.060	0.50	ND
10/26/2012 14:12:00	Bromodichloromethane	ug/L	0.067	0.50	ND
10/26/2012 14:12:00	cis-1,3-Dichloropropene	ug/L	0.061	0.50	ND
10/26/2012 14:12:00	Toluene	ug/L	0.090	0.50	ND
10/26/2012 14:12:00	trans-1,3-Dichloropropene	ug/L	0.16	0.50	ND
10/26/2012 14:12:00	Bromomethane	ug/L	0.44	1.0	ND
10/26/2012 14:12:00	1,1,2-Trichloroethane	ug/L	0.12	0.50	ND
10/26/2012 14:12:00	2-Hexanone	ug/L	0.34	20	ND
10/26/2012 14:12:00	Tetrachloroethene (PCE)	ug/L	0.10	0.50	ND
10/26/2012 14:12:00	Dibromochloromethane	ug/L	0.16	0.50	ND
10/26/2012 14:12:00	Chlorobenzene	ug/L	0.10	0.50	ND
10/26/2012 14:12:00	Ethylbenzene	ug/L	0.090	0.50	ND
10/26/2012 14:12:00	Chloroethane	ug/L	0.062	0.50	ND
10/26/2012 14:12:00	m,p-Xylenes	ug/L	0.22	0.50	ND
10/26/2012 14:12:00	o-Xylene	ug/L	0.092	0.50	ND
10/26/2012 14:12:00	Styrene	ug/L	0.067	5.0	ND
10/26/2012 14:12:00	Bromoform	ug/L	0.14	0.50	ND
10/26/2012 14:12:00	1,1,2,2-Tetrachloroethane	ug/L	0.056	0.50	ND
10/26/2012 14:12:00	Trichlorofluoromethane	ug/L	0.092	0.50	ND
10/26/2012 14:12:00	4-Methyl-2-pentanone	ug/L	0.72	20	ND
10/26/2012 14:12:00	1,3-Dichlorobenzene	ug/L	0.059	0.50	ND
10/26/2012 14:12:00	1,4-Dichlorobenzene	ug/L	0.094	0.50	ND
10/26/2012 14:12:00	1,2-Dichlorobenzene	ug/L	0.054	0.50	ND
10/26/2012 14:12:00	1,2-Dichloroethane-d4	ug/L			11
10/26/2012 14:12:00	Bromofluorobenzene	ug/L			10
10/26/2012 14:12:00	Toluene-d8	ug/L			11
10/26/2012 14:12:00	Acetone	ug/L	1.4	20	ND
10/26/2012 00:00:00	Dichlorodifluoromethane	ug/L	0.074	1.0	ND
10/26/2012 00:00:00	1,1-Dichloroethene	ug/L	0.067	0.50	ND
10/26/2012 00:00:00	Carbon disulfide	ug/L	2.2	50	ND
10/26/2012 00:00:00	Dichloromethane	ug/L	0.13	0.50	ND

City of Merced Domestic Collection System Data November 2012					
10/26/2012 00:00:00	Methyl-t-butyl ether	ug/L	0.10	0.50	ND
10/26/2012 00:00:00	trans-1,2-Dichloroethene	ug/L	0.059	0.50	ND
10/26/2012 00:00:00	1,1-Dichloroethane	ug/L	0.065	0.50	ND
10/26/2012 00:00:00	2-Butanone	ug/L	0.36	20	ND
10/26/2012 00:00:00	Chloromethane	ug/L	0.080	0.50	ND
10/26/2012 00:00:00	cis-1,2-Dichloroethene	ug/L	0.043	0.50	ND
10/26/2012 00:00:00	Chloroform	ug/L	0.077	0.50	ND
10/26/2012 00:00:00	1,1,1-Trichloroethane	ug/L	0.046	0.50	ND
10/26/2012 00:00:00	Carbon Tetrachloride	ug/L	0.082	0.50	ND
10/26/2012 00:00:00	1,2-Dichloroethane	ug/L	0.098	0.50	ND
10/26/2012 00:00:00	Benzene	ug/L	0.065	0.50	ND
10/26/2012 00:00:00	Vinyl Chloride	ug/L	0.062	0.50	ND
10/26/2012 00:00:00	Trichloroethene (TCE)	ug/L	0.057	0.50	ND
10/26/2012 00:00:00	1,2-Dichloropropane	ug/L	0.060	0.50	ND
10/26/2012 00:00:00	Bromodichloromethane	ug/L	0.067	0.50	ND
10/26/2012 00:00:00	cis-1,3-Dichloropropene	ug/L	0.061	0.50	ND
10/26/2012 00:00:00	Toluene	ug/L	0.090	0.50	ND
10/26/2012 00:00:00	trans-1,3-Dichloropropene	ug/L	0.16	0.50	ND
10/26/2012 00:00:00	Bromomethane	ug/L	0.44	1.0	ND
10/26/2012 00:00:00	1,1,2-Trichloroethane	ug/L	0.12	0.50	ND
10/26/2012 00:00:00	2-Hexanone	ug/L	0.34	20	ND
10/26/2012 00:00:00	Tetrachloroethene (PCE)	ug/L	0.10	0.50	ND
10/26/2012 00:00:00	Dibromochloromethane	ug/L	0.16	0.50	ND
10/26/2012 00:00:00	Chlorobenzene	ug/L	0.10	0.50	ND
10/26/2012 00:00:00	Ethylbenzene	ug/L	0.090	0.50	ND
10/26/2012 00:00:00	Chloroethane	ug/L	0.062	0.50	ND
10/26/2012 00:00:00	m,p-Xylenes	ug/L	0.22	0.50	ND
10/26/2012 00:00:00	o-Xylene	ug/L	0.092	0.50	ND
10/26/2012 00:00:00	Styrene	ug/L	0.067	5.0	ND
10/26/2012 00:00:00	Bromoform	ug/L	0.14	0.50	ND
10/26/2012 00:00:00	1,1,2,2-Tetrachloroethane	ug/L	0.056	0.50	ND
10/26/2012 00:00:00	Trichlorofluoromethane	ug/L	0.092	0.50	ND
10/26/2012 00:00:00	4-Methyl-2-pentanone	ug/L	0.72	20	ND
10/26/2012 00:00:00	1,3-Dichlorobenzene	ug/L	0.059	0.50	ND
10/26/2012 00:00:00	1,4-Dichlorobenzene	ug/L	0.094	0.50	ND
10/26/2012 00:00:00	1,2-Dichlorobenzene	ug/L	0.054	0.50	ND
10/26/2012 00:00:00	1,2-Dichloroethane-d4	ug/L			10
10/26/2012 00:00:00	Bromofluorobenzene	ug/L			9.7
10/26/2012 00:00:00	Toluene-d8	ug/L			11
10/26/2012 00:00:00	Acetone	ug/L	1.4	20	ND

City of Merced WWTF 2014 BOD and TSS Data							
Year	Month	Ave Inf Flow	Ave Eff Flow	Average BOD (mg/L)		Average TSS (mg/L)	
				Influent	Effluent	Influent	Effluent
2014	January	6.965	7.042	250	2.1	313	3.3
2014	February	6.761	6.931	290	2.3	327	4.7
2014	March	6.785	6.696	261	1.3	315	2.3
2014	April	6.925	6.891	257	0.5	291	1.2
2014	May	6.958	6.764	276	0.0	301	1.3
2014	June	6.939	6.911	228	0.0	291	1.2
2014	July	6.889	6.771	220	0.0	297	1.0
2014	August	7.078	7.098	220	0.0	303	0.9
2014	September	7.219	7.527	238	0.0	293	1.1
2014	October	7.053	7.151	235	0.1	278	1.3
2014	November	6.901	6.896	235	0.2	299	1.4
2014	December	6.900	6.899	237	4.2	286	3.4
Average		6.948	6.965	290	4	327	5



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

15 June 2016

Lorraine M. Carrasquillo, Supervisor Water Quality Control Division
City of Merced
1776 Grogan Avenue
Merced, CA 95434

**PRETREATMENT LOCAL LIMITS REVIEW, CITY OF MERCED WASTEWATER
TREATMENT FACILITY, WDID 5C240108001, RM 397512, MERCED COUNTY**

On 20 April 2016, you provided a final local industrial discharge limits (local limits) report prepared by Stantec Consulting Services Inc. The report reviews existing industrial pretreatment program local limits and recommends more stringent local limits for arsenic, copper, and zinc.

Central Valley Water Board staff has considered your local limits review, discussed it with USEPA, and has no objections to your implementation of the recommendations within the local limits report.

If you have any questions regarding this matter, please contact Anthony Toto at (559) 445-6278 or at Anthony.Toto@waterboards.ca.gov.

WARREN W. GROSS
Senior Engineering Geologist

cc: Amelia Whitson, USEPA Region IX, WTR-7, San Francisco (via email)
Russell Norman, State Water Resources Control Board, DWQ, Sacramento (via email)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AMENDING SECTION 15.24.110, "SPECIFIC
POLLUTANT LIMITATIONS," OF THE MERCED
MUNICIPAL CODE**

**THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN
AS FOLLOWS:**

SECTION 1. AMENDMENT TO CODE. Section 15.24.110, "Specific Pollutant Limitation," of the Merced Municipal Code is hereby amended to read as follows:

"15.24.110 Specific pollutant limitations.

A. No person shall discharge wastewater to the POTW that contains concentrations or a mass emission rate of material exceeding limits established by the table below. Material limits for heavy metals, cyanide and chlorinated hydrocarbons, and other materials are for the purpose of preventing the introduction of any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or to cause the POTW treatment plant effluent or treatment residues, sludges or scums, to be unsuitable for discharge, disposal or beneficial use.

SPECIFIC POLLUTANT LIMITATIONS

Material	Limit on Discharge (mg/l)
Arsenic	0.036
Cadmium	0.2
Chromium, total	0.5
Copper	0.32
Cyanide	1.0
Lead	1.0
Mercury	0.01
Nickel	1.0

Silver	0.2
Zinc	0.60
Totally identifiable chlorinated hydrocarbons	0.02
Phenolic compounds	1.0

B. Exemption to the specific pollutant limitations may be granted by the director if the user demonstrates that the discharge will not, either singly or by interaction, injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, have the reasonable potential to cause the City to violate its NPDES permit or the POTW treatment plant effluent or treatment residues, sludges or scums, to be unsuitable for discharge, disposal or beneficial use.

C. Notwithstanding the above requirements, all users discharging into the POTW are required to remove incompatible pollutants from their waste in conformance with national pretreatment standards.”

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ____ day of _____, 2017, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2017, by the following called vote:

AYES: **Council Members:**

NOES: **Council Members:**

ABSTAIN: **Council Members:**

ABSENT: **Council Members:**

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

 Jonathan 2-21-17
City Attorney **Date**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AMENDING SECTION 15.24.110, "SPECIFIC
POLLUTANT LIMITATIONS," OF THE MERCED
MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN
AS FOLLOWS:

SECTION 1. AMENDMENT TO CODE. Section 15.24.110,
"Specific Pollutant Limitation," of the Merced Municipal Code is hereby amended
to read as follows:

"15.24.110 Specific pollutant limitations.

A. No person shall discharge wastewater to the POTW that contains concentrations or a mass emission rate of material exceeding limits established by the table below. Material limits for heavy metals, cyanide and chlorinated hydrocarbons, and other materials are for the purpose of preventing the introduction of any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or to cause the POTW treatment plant effluent or treatment residues, sludges or scums, to be unsuitable for discharge, disposal or beneficial use.

SPECIFIC POLLUTANT LIMITATIONS

Material	Limit on Discharge (mg/l)
Arsenic	0.1 0.036
Cadmium	0.2
Chromium, total	0.5
Copper	2.0 0.32
Cyanide	1.0
Lead	1.0
Mercury	0.01
Nickel	1.0

Silver	0.2
Zinc	3.0 0.60
Totally identifiable chlorinated hydrocarbons	0.02
Phenolic compounds	1.0

B. Exemption to the specific pollutant limitations may be granted by the director if the user demonstrates that the discharge will not, either singly or by interaction, injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, have the reasonable potential to cause the City to violate its NPDES permit or the POTW treatment plant effluent or treatment residues, sludges or scums, to be unsuitable for discharge, disposal or beneficial use.

C. Notwithstanding the above requirements, all users discharging into the POTW are required to remove incompatible pollutants from their waste in conformance with national pretreatment standards.”

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SECTION 4. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ____ day of _____, 2017, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2017, by the following called vote:

AYES: **Council Members:**

NOES: **Council Members:**

ABSTAIN: **Council Members:**

ABSENT: **Council Members:**

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

Date



ADMINISTRATIVE REPORT

Agenda Item H.18.

Meeting Date: 4/3/2017

Report Prepared by: Joseph D. Angulo, Environmental Project Manager, Engineering

SUBJECT: Award Bid to Yellow Jacket Drilling for Constructing a Test Well for the New Municipal Well 21 Site, Project No. 113026

REPORT IN BRIEF

Consider awarding a contract in the amount of \$190,800 to Yellow Jacket Drilling to construct a test well for the new municipal Well 21 site at the intersection of Bellevue Road and G Street.

RECOMMENDATION

City Council - Adopt a motion:

- A. Awarding the bid for the Well 21 site test well construction to Yellow Jacket Drilling, in the amount of \$190,800; and,
- B. Authorizing the City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

ALTERNATIVES

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

AUTHORITY

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

Municipal Code Chapter 3.04, Article IV - Public Works Contracts. Every project involving an expenditure of more than sixty-five thousand, two hundred and four dollars (\$65,204) for the construction or improvements of public buildings, works, streets, drains, sewers, utilities, park, and playgrounds shall be let by contract to the lowest responsive and responsible bidder after notice by publication in the official newspaper by one or more insertions, the first of which shall be at least ten days before the time for opening bids.

CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget

DISCUSSION

The City Engineer and the Public Works Director have recommended that a new water well be located at the intersection of Bellevue Road and G Street.

On September 21, 2015, the City Council awarded an Agreement for Professional Services to AECOM Technical Services, Inc. (AECOM), to design the new Well 21 municipal well and pump station.

The proposed test well boring hole will be drilled to 800 feet below grade. In this method, the drilling bit is advanced downward concurrent with a steel casing that stabilizes the surrounding material. Water samples are then obtained at discrete aquifer levels. Upon completion of sampling and review of the associated laboratory reports, the well will be abandoned in accordance with State well standards. The purpose of the work is to design the final production well screened intervals to provide the highest quality water and avoid subsurface layers that may contain potential water contaminants.

AECOM, under the direction of City staff, prepared plans and specifications for the work. The project was advertised and the bid opening conducted on March 2, 2017. One bid was received:

Yellow Jacket Drilling (Gilbert, AZ) \$190,800

The engineer's estimate was \$130,000.

Staff received multiple contacts from drilling companies during the bid advertisement requesting to use a different drilling method. These requests were denied because of need to obtain water sample and adherence to the published specifications was stressed. The selected driven casing drilling method appears to be responsible for the limited bid response. This method requires that the well driller have their apparatus on-site for a protracted period of time while water samples are obtained. This creates a lost opportunity for potential bidders to use their well equipment at other locations in the current highly competitive market. This lead to a single bid and at a higher bid than the engineer's estimate. Staff is recommending award based upon this lost opportunity factor and the low likelihood that a re-bid will result in a lower cost.

The following is the proposed budget for the project:

Construction	\$ 190,800
Contingency (10%)	\$ 19,080
Engineering, Testing, Inspection (5%)	\$ 9,540
Total	\$ 219,420

Staff will request authorization from the City Council at a future date to award contracts for the 1) new well construction, and 2) the pump station infrastructure to tie the new well into the City water system.

History and Past Actions

On February 2, 2004, the City Council adopted a resolution 2004-24 approving the final subdivision

map for "*Bellevue Ranch East Village 16*" and accepting lot "W2" for well site purposes.

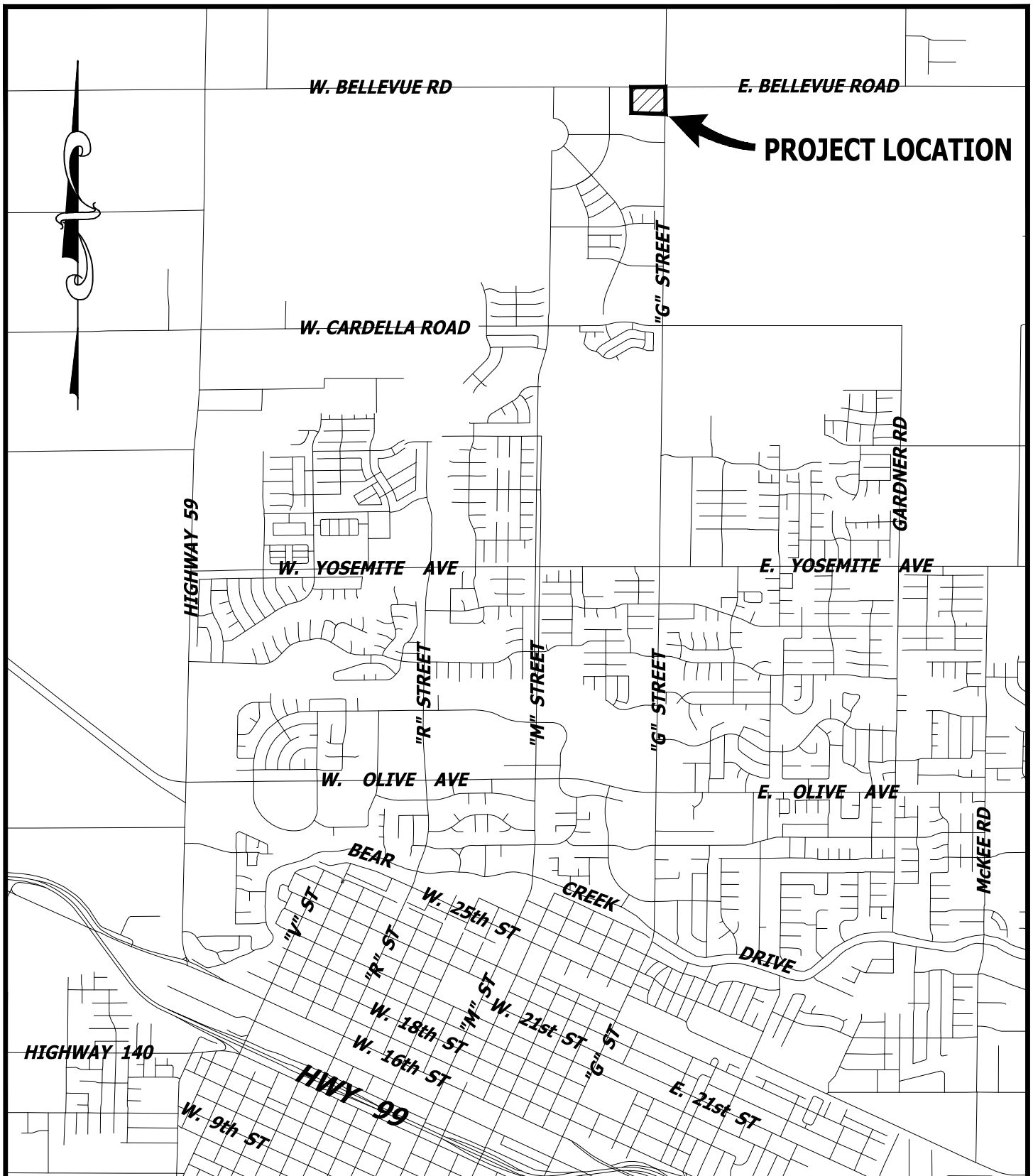
On February 17, 2015, the City Council adopted a motion affirming the use of lot "W2" for well site purposes.

IMPACT ON CITY RESOURCES

This project was established as a Capital Improvement Project and account 556-1118-637.65-00-113026 contains sufficient funding to complete the project.

ATTACHMENTS

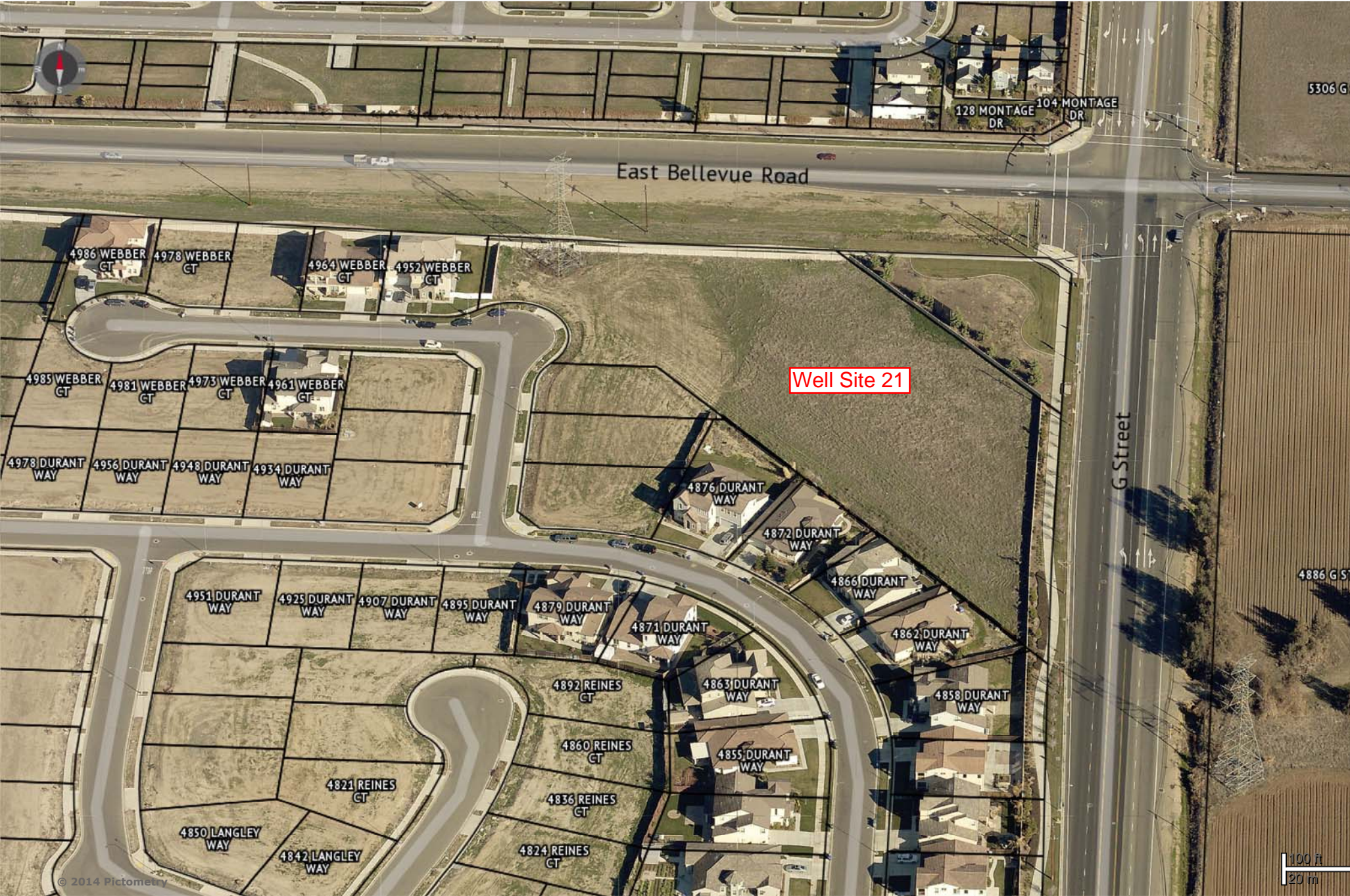
1. Vicinity Map
2. Site Map
3. Bid Results
4. Contract



LOCATION MAP

NO SCALE

PROJECT NO. 113026
WELL SITE 21



**CITY OF MERCED
PROJECT NO. 113026
MUNICIPAL WELL 21 - TEST WELL CONSTRUCTION**

Bid Opening 3/2/2017

				YELLOW JACKET DRILLING	
NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Mobilization (not to exceed \$10,000)	LS	1	\$ 10,000.00	\$ 10,000.00
2	Sound attenuation	LS	1	\$ 15,200.00	\$ 15,200.00
3	Test well bore hole	VF	800	\$ 93.00	\$ 74,400.00
4	Test well casing, 6-5/8-inch diameter	VF	800	\$ 1.00	\$ 800.00
5	Test well casing, 8-5/8-inch diameter	VF	400	\$ 1.00	\$ 400.00
6	Airlifted water samples	EA	8	\$ 400.00	\$ 3,200.00
7	Pumped water samples	EA	4	\$ 7,600.00	\$ 30,400.00
8	Test well miscellaneous items	LS	1	\$ 42,800.00	\$ 42,800.00
9	Test well destruction	VF	800	\$ 17.00	\$ 13,600.00
					\$ 190,800.00

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT made on _____, by and between the CITY OF MERCED, a municipal corporation of the State of California, hereinafter called the Owner, and YELLOW JACKET DRILLING, hereinafter called the Contractor:

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **CONTRACT DOCUMENTS.** The complete contract consists of the following documents, to wit:

- (1) This General Construction Contract;
- (2) Faithful Performance Bond;
- (3) Laborers and Materialmens Bond;
- (4) Guaranty;
- (5) Special Provisions for PROJECT NO. 113026;
- (6) Amendments to the Standard Specifications;
- (7) Project Plans;
- (8) Standard Specifications;
- (9) City Standards;
- (10) Proposal;
- (11) Instructions to Bidders;
- (12) Notice Inviting Bids;
- (13) Bidder's Bond;
- (14) Notice of Determination of Prevailing Wages;
- (15) List of Subcontractors and Material Dealers; and
- (16) Safety Provisions.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents. In case of conflict between any of the documents, the order of documents first listed above shall be the order of precedence's, with the first item listed having the highest precedence.

2. **THE WORK.** Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with Contract Documents in the manner designated in, and in strict conformity with, the Plans and Specifications for PROJECT NO. 113026, which said Plans and Specifications are entitled, "MUNICIPAL WELL 21 - TEST WELL CONSTRUCTION," for construction in Merced County in Merced, and which were included in the award of bid made by the City Council of the City of Merced on _____, 2017.

It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation and material, except materials to be supplied by the City as designated in the Contract Documents, shall be furnished and said work performed and completed as required in said Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner or its representative. The Owner hereby designates the City Engineer as its representative for the purpose of this Contract.

3. **CONTRACT PRICE.** The Owner agrees to pay, and the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all work contemplated and embraced in this agreement to wit:

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization (not to exceed \$10,000)	LS	1	\$ 10,000.00	\$ 10,000.00
2	Sound attenuation	LS	1	\$ 15,200.00	\$ 15,200.00
3	Test well bore hole	VF	800	\$ 93.00	\$ 74,400.00
4	Test well casing, 6-5/8-inch diameter	VF	800	\$ 1.00	\$ 800.00
5	Test well casing, 8-5/8-inch diameter	VF	400	\$ 1.00	\$ 400.00
6	Airlifted water samples	EA	8	\$ 400.00	\$ 3,200.00
7	Pumped water samples	EA	4	\$ 7,600.00	\$ 30,400.00
8	Test well miscellaneous items	LS	1	\$ 42,800.00	\$ 42,800.00
9	Test well destruction	VF	800	\$ 17.00	\$ 13,600.00

TOTAL BID ITEMS 1 THROUGH 9: \$ 190,800.00

4. **TERMINATION.** If the Contractor should be adjudged as bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract Documents, the Owner may serve written notice upon him and his surety of its intention to terminate the Contract; such notice to contain the reasons for such intention to terminate the Contract, and, unless within ten (10) days after serving of such notice such violation shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that if the surety within fifteen (15) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such

materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

5. **NOTICE AND SERVICE THEREOF.** Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, (a) if the notice is given to the Owner, per personal delivery thereof to the City Engineer of said Owner, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to the Owner, postage prepaid and registered; (b) if the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his duly authorized representative at the site of the project, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to said Contractor at **PO BOX 801, GILBERT, AZ 85299**, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

6. **ASSIGNMENT OF CONTRACT.** Neither the Contract nor any part thereof, nor moneys due, or to become due thereunder, may be assigned by the Contractor without the prior written approval of the Owner.

7. **CONTRACT SECURITY.** The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

8. **INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained all insurance required by Section 7-3 of the Standard Specifications, as amended, and such insurance has been approved by the City Attorney of Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract, and particularly paragraph 9 hereof. Said insurance obtained by the Contractor shall be primary and noncontributory as to any insurance maintained by owner. **Endorsement for additional insured shall be submitted on standard form CG 20101185. Endorsement forms CG 20101001 and CG 20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects.** Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required by this section shall be from a California admitted insurance company.

9. **HOLD HARMLESS.** The Contractor will indemnify, defend with counsel selected by the Owner, save, keep, and hold harmless, the Owner and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of

said work, or by reason of any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation, in consequence of the use in, on, or about said work, of any article or material supplied or installed under this Contract. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the Owner and are for the express benefit of the general public.

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

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

In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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.

10. ACCIDENT PREVENTION. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

11. PAYMENT. The Owner will make partial and final payment to the Contractor in accordance with Section 9-3.2 of the Standard Specifications, as amended, except that the Owner will retain the five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by Owner of notice of acceptance of completion of all work covered by this Contract, if such notice be recorded within ten (10) days after the acceptance of completion of such Contract; or, if such notice be not so recorded within ten (10) days, until the expiration of ninety-five (95) days after the acceptance of completion of such work of improvement, at which time and not before, Owner shall pay to Contractor the whole of the remaining five percent (5%) of said contract price so held back as provided.

The payment of progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the Owner and subject to whatever inspection and approval may be required by law.

12. CALIFORNIA LABOR CODE. The Contractor is aware of, and hereby agrees to comply with Sections 1770, 1773, 1776, and 1777.5 of the California Labor Code.

13. **SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS.** Pursuant to Section 22,300 of the Public Contracts Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a State or Federally-chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the Contract.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California, or bank or savings and loan certificate of deposit.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain, as a minimum, the following provisions:

- (a) The amount of securities to be deposited;
- (b) The terms and conditions of conversion to cash in case of the default of the Contractor; and
- (c) The termination of the escrow upon completion of the Contract.

14. **TRENCHES AND EXCAVATIONS.** Should the Contractor be required to dig trenches or other excavations that extend deeper than four (4) feet below the surface, then the following clauses shall apply:

- (a) The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:
 - (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Subsurface or latent physical conditions at the site differing from those indicated;
 - (3) Unknown physical conditions at the site of any unusual nature different materially from those ordinarily encountered, and generally recognized as inherent in work of the character provided for in the contract.
- (b) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this contract.
- (c) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

15. CLAIMS. This clause applies to all Contractor claims of three hundred seventy-five thousand dollars (\$375,000), or less, which arise out of this contract.

- (a) "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract, and payment of which is not otherwise expressly provided for or the Contractor not otherwise entitled to, or (3) an amount the payment of which is disputed by the City.
- (b) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein shall extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (c) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.
 - (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
 - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- (d) For claims of over fifty thousand dollars (\$50,000) and less than, or equal to, three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within sixty (60) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim, or relating to defenses or claims the City may have against the Contractor.
 - (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
 - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater
- (e) If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response, or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- (f) If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title I of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed

shall be tolled from the time the Contractor submits its written claim pursuant to Subdivision (b) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

- (g) The following procedures shall be followed for all civil actions filed to resolve claims subject to this clause:
 - (1) Within sixty (60) days, but no earlier than thirty (30) days following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- (h) The City shall not fail to pay money as to any portion of a claim which is undisputed, except as otherwise provided in this contract.
- (i) In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

ATTEST:

CITY OF MERCED, a Municipal Corporation
(Herein called Owner)

By: _____
Deputy City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

YELLOW JACKET DRILLING
(Herein called Contractor)

By: _____
City Attorney

By: 2. L. J. [Signature]
Contractor

ACCOUNT DATA:

TAXPAYER I.D. NO: **86-0903369**

Project No. **113026**

VENDOR NUMBER: _____

Contract Number: _____

ADDRESS: **PO BOX 801
GILBERT, AZ 85299**

Project Account Number(s) / Amount

PHONE: **(602) 453-3252**

556-1118-637.65-00-113026 \$ 190,800.00

FAX: **(602) 453-3258**

EMAIL: **ERIC@JDRILLING.COM**

By: _____
Finance Officer Verification

(SEAL)

GUARANTY

To the City of Merced, California:

PROJECT NO. 113026

The undersigned guarantees the construction and installation of the work included in this project as described in the Contract Documents.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, within one year after date on which the "Notice of Completion" is recorded by the City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to that contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair said work completely without cost to the City so that said work will function as contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

By: 2. L. Garcia
Contractor

Date: 3/14/17



ADMINISTRATIVE REPORT

Agenda Item H.19.

Meeting Date: 4/3/2017

Report Prepared by: Joseph D. Angulo, Environmental Project Manager, Engineering

SUBJECT: Award Bid to Richard A. Soracco Jr. for the Wastewater Treatment Plant Well #2 Pump and Piping, Project No. 114001

REPORT IN BRIEF

Consider awarding a contract in the amount of \$487,235 to Richard A. Soracco Jr. to construct the pump and piping infrastructure for the new water supply well at the Wastewater Treatment Plant.

RECOMMENDATION

City Council - Adopt a motion:

- A. Awarding the bid for the Wastewater Treatment Plant Well #2 Pump and Piping, Project 114001, to Richard A. Soracco Jr., in the amount of \$487,235; and,
- B. Authorizing the City Manager or Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

ALTERNATIVES

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

AUTHORITY

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

Municipal Code Chapter 3.04, Article IV - Public Works Contracts. Every project involving an expenditure of more than sixty-five thousand, two hundred and four dollars (\$65,204) for the construction or improvements of public buildings, works, streets, drains, sewers, utilities, parks, and playgrounds shall be let by contract to the lowest responsive and responsible bidder after notice by publication in the official newspaper by one or more insertions, the first of which shall be at least ten days before the time for opening bids.

CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget

DISCUSSION

Wastewater Treatment Plant Water Supply

The City of Merced Wastewater Treatment Plant is located at 10260 Gove Road in South Merced. The facility's fresh water needs for the restrooms, laboratory, etc. are served by an existing groundwater production well that is over thirty years old. When the well is occasionally taken off-line for maintenance and repairs there is no fresh water supply to the facility.

A new well is needed to provide redundant capacity for when the existing well is off-line. It will incur negligible expansion of groundwater usage and will be the primary source of water to the facility when the older well is off-line and is eventually taken out of service. The construction of the new well was completed in the summer of 2016, and it needs to be connected to the existing plant facilities and placed into operation.

The project generally consists of: the installation of a well pump, concrete pad, electrical service, chlorine feed, pressure tank and associated plumbing to connect the new well to the treatment plant's existing fresh water system.

AECOM Technical Services, under the direction of City Staff, prepared plans and specifications for the work. The project was advertised and the bids were opened on March 2, 2017, with the following results:

1. Richard A. Soracco Jr. (Lodi, CA)	\$487,235
2. Smith Construction Co. (Fresno, CA)	\$637,396
3. RTC Construction (Merced, CA)	\$661,563
4. Spiess Construction (Santa Maria, CA)	\$665,300
5. Hobbs Construction (Friant, CA)	\$442,900*
6. Dawson-Mauldin Construction (Selma, CA)	\$545,869*
7. TNT Industrial Construction (Sacramento, CA)	\$592,707*

*[*Non-responsive: the Contractor did not include a State C57 Well Drilling License as required. The work includes redeveloping the new water well by swabbing and pumping to remove sediment that can clog the intake screen section, followed by final disinfection. The well has sat idle since last summer and staff included the requirement of the C57 license to conduct this specialized portion of the work.]*

The engineer's estimate was \$735,000.

The following is the proposed budget for the project:

Construction	\$ 487,235
Contingency (10%)	\$ 48,723
Engineering, Testing, Inspection (5%)	<u>\$ 24,362</u>
Total	\$ 560,320

Past Actions

On April 6, 2015, the City Council awarded a professional services agreement with AECOM Technical Services for well/engineering design services at the Wastewater Treatment Plant.

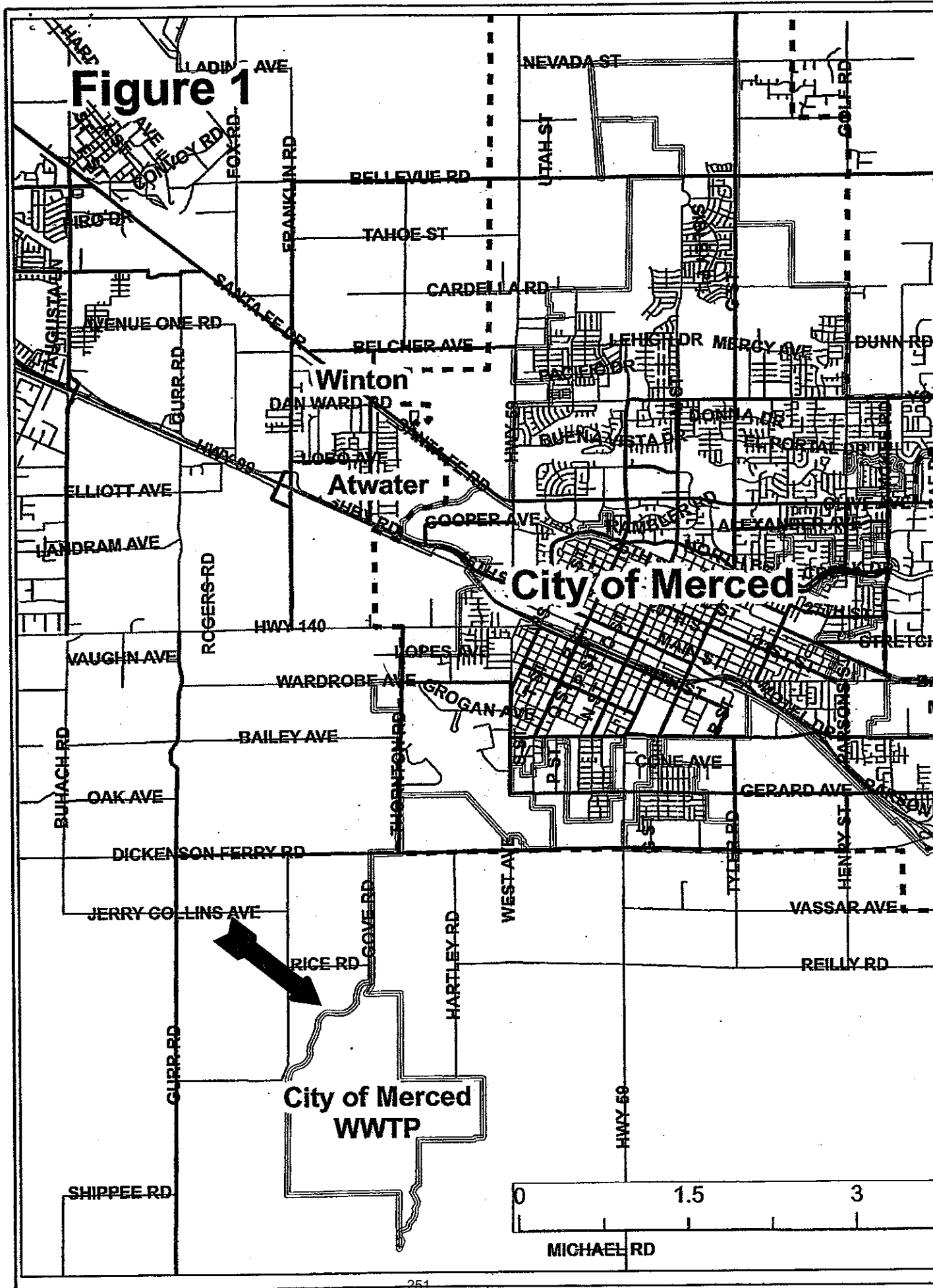
On April 4, 2016, the City Council awarded a contract to Nor-Cal Pump and Well Drilling to construct the new Well #2 at the Wastewater Treatment Plant.

IMPACT ON CITY RESOURCES

This project was established as a Capital Improvement Project, and Wastewater System Enterprise Fund account 553-1108-637-65.00-114001 contains sufficient funding to complete the project.

ATTACHMENTS

1. Vicinity Map
2. Location Map
3. Bid Results
4. Contract





EXISTING WELL
SITE

PROPOSED NEW
WELL SITE

GOVE RD

ATTACHMENT 2

CITY OF MERCED
PROJECT NO. 114001
WASTEWATER TREATMENT PLANT
WELL #2 PUMP AND PIPING

Bid Opening 3/2/2017

				SORACCO JUNIOR GENERAL ENGINEERING (LODI, CA)			SMITH CONSTRUCTION CO (FRESNO, CA)			RTC CONSTRUCTION (MERCED, CA)			SPIESS CONSTRUCTION (SANTA MARIA, CA)		
NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL		
1	Mobilization and Demobilization (not to exceed 5% total)	LS	1	\$ 24,750.00	\$ 24,750.00	\$ 33,978.00	\$ 33,978.00	\$ 13,464.00	\$ 13,464.00	\$ 22,400.00	\$ 22,400.00	\$ 22,400.00	\$ 22,400.00		
2	Surveying, Potholing, Cleanup, and Project Closeout	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 46,858.00	\$ 46,858.00	\$ 30,267.00	\$ 30,267.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00		
3	Well #2 Rehabilitation	HR	16	\$ 2,000.00	\$ 32,000.00	\$ 1,619.06	\$ 25,904.96	\$ 1,301.00	\$ 20,816.00	\$ 575.00	\$ 9,200.00	\$ 575.00	\$ 9,200.00		
4	New Submersible Pump & Motor for Well #2	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 30,394.10	\$ 30,394.10	\$ 20,653.00	\$ 20,653.00	\$ 44,800.00	\$ 44,800.00	\$ 44,800.00	\$ 44,800.00		
5	Well #2 Wellhead Piping, Valves, and Controls	LS	1	\$ 57,485.00	\$ 57,485.00	\$ 38,089.70	\$ 38,089.70	\$ 36,641.00	\$ 36,641.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00		
6	5,000-Gallon Hydropneumatic Tank	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 87,358.00	\$ 87,358.00	\$ 139,198.00	\$ 139,198.00	\$ 144,300.00	\$ 144,300.00	\$ 144,300.00	\$ 144,300.00		
7	Well #2 Concrete Pad	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 44,661.10	\$ 44,661.10	\$ 53,949.00	\$ 53,949.00	\$ 61,000.00	\$ 61,000.00	\$ 61,000.00	\$ 61,000.00		
8	Well #2 Electrical	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 97,453.00	\$ 97,453.00	\$ 94,373.00	\$ 94,373.00	\$ 97,000.00	\$ 97,000.00	\$ 97,000.00	\$ 97,000.00		
9	Well #2 Wellhead Instrumentation and Controls	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 109,951.00	\$ 109,951.00	\$ 122,324.00	\$ 122,324.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00		
10	Well #2 Wellhead Chlorination System	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 88,268.10	\$ 88,268.10	\$ 103,295.00	\$ 103,295.00	\$ 91,000.00	\$ 91,000.00	\$ 91,000.00	\$ 91,000.00		
11	4-Inch Water Service Line, C-900 PVC, DR 18	LF	100	\$ 250.00	\$ 25,000.00	\$ 174.37	\$ 17,437.00	\$ 145.00	\$ 14,500.00	\$ 350.00	\$ 35,000.00	\$ 350.00	\$ 35,000.00		
12	Trench Resurfacing	LF	150	\$ 100.00	\$ 15,000.00	\$ 70.75	\$ 10,612.50	\$ 51.00	\$ 7,650.00	\$ 40.00	\$ 6,000.00	\$ 40.00	\$ 6,000.00		
13	Miscellaneous Site Work	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 6,430.60	\$ 6,430.60	\$ 4,433.00	\$ 4,433.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00		
				\$ 487,235.00		\$ 637,396.06		\$ 661,563.00		\$ 665,300.00		\$ 665,300.00			

CITY OF MERCED
PROJECT NO. 114001
WASTEWATER TREATMENT PLANT
WELL #2 PUMP AND PIPING

Bid Opening 3/2/2017

				HOBBS CONSTRUCTION (FRIANT, CA)		DAWSON-MAULDIN CONST. (SELMA, CA)		TNT INDUSTRIAL CONT. (SACRAMENTO, CA)	
NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	Mobilization and Demobilization (not to exceed 5% total)	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 25,000.00	\$ 25,000.00	\$ 28,000.00	\$ 28,000.00
2	Surveying, Potholing, Cleanup, and Project Closeout	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 17,000.00	\$ 17,000.00	\$ 11,579.00	\$ 11,579.00
3	Well #2 Rehabilitation	HR	16	\$ 900.00	\$ 14,400.00	\$ 1,000.00	\$ 16,000.00	\$ 1,520.00	\$ 24,320.00
4	New Submersible Pump & Motor for Well #2	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 16,000.00	\$ 16,000.00	\$ 21,687.00	\$ 21,687.00
5	Well #2 Wellhead Piping, Valves, and Controls	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 32,000.00	\$ 32,000.00	\$ 38,136.00	\$ 38,136.00
6	5,000-Gallon Hydropneumatic Tank	LS	1	\$ 51,000.00	\$ 51,000.00	\$ 77,000.00	\$ 77,000.00	\$ 110,255.00	\$ 110,255.00
7	Well #2 Concrete Pad	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00	\$ 56,172.00	\$ 56,172.00
8	Well #2 Electrical	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 115,000.00	\$ 115,000.00	\$ 108,357.00	\$ 108,357.00
9	Well #2 Wellhead Instrumentation and Controls	LS	1	\$ 50,500.00	\$ 50,500.00	\$ 52,000.00	\$ 52,000.00	\$ 64,391.00	\$ 64,391.00
10	Well #2 Wellhead Chlorination System	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 100,000.00	\$ 100,000.00	\$ 88,811.00	\$ 88,811.00
11	4-Inch Water Service Line, C-900 PVC, DR 18	LF	100	\$ 70.00	\$ 7,000.00	\$ 150.00	\$ 15,000.00	\$ 167.00	\$ 16,700.00
12	Trench Resurfacing	LF	150	\$ 40.00	\$ 6,000.00	\$ 70.00	\$ 10,500.00	\$ 64.00	\$ 9,600.00
13	Miscellaneous Site Work	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 35,369.66	\$ 35,369.66	\$ 14,699.00	\$ 14,699.00
				\$ 442,900.00		\$ 545,869.66		\$ 592,707.00	

****Note:** Bidders listed in red have been rejected as non-responsive. The project specifications require both a class A and C-57 license; these bidders failed to list a C-57 licensed contractor on their submitted bid.

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT made on _____, by and between the CITY OF MERCED, a municipal corporation of the State of California, hereinafter called the Owner, and RICHARD A. SORACCO JR DBA SORACCO JUNIOR GENERAL ENGINEERING, hereinafter called the Contractor:

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **CONTRACT DOCUMENTS.** The complete contract consists of the following documents, to wit:

- (1) This General Construction Contract;
- (2) Faithful Performance Bond;
- (3) Laborers and Materialmens Bond;
- (4) Guaranty;
- (5) Special Provisions for **PROJECT NO. 114001**;
- (6) Amendments to the Standard Specifications;
- (7) Project Plans;
- (8) Standard Specifications;
- (9) City Standards;
- (10) Proposal;
- (11) Instructions to Bidders;
- (12) Notice Inviting Bids;
- (13) Bidder's Bond;
- (14) Notice of Determination of Prevailing Wages;
- (15) List of Subcontractors and Material Dealers; and
- (16) Safety Provisions.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents. In case of conflict between any of the documents, the order of documents first listed above shall be the order of precedence's, with the first item listed having the highest precedence.

2. **THE WORK.** Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with Contract Documents in the manner designated in, and in strict conformity with, the Plans and Specifications for PROJECT NO. 114001, which said Plans and Specifications are entitled, "WASTEWATER TREATMENT PLANT WELL #2 PUMP AND PIPING," for construction in Merced County in Merced, and which were included in the award of bid made by the City Council of the City of Merced on _____, 2017.

It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation and material, except materials to be supplied by the City as designated in the Contract Documents, shall be furnished and said work performed and completed as required in said Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner or its representative. The Owner hereby designates the City Engineer as its representative for the purpose of this Contract.

3. **CONTRACT PRICE.** The Owner agrees to pay, and the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all work contemplated and embraced in this agreement to wit:

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization and Demobilization (not to exceed 5% total)	LS	1	\$ 24,750.00	\$ 24,750.00
2	Surveying, Potholing, Cleanup, and Project Closeout	LS	1	\$ 35,000.00	\$ 35,000.00
3	Well #2 Rehabilitation	HR	16	\$ 2,000.00	\$ 32,000.00
4	New Submersible Pump & Motor for Well #2	LS	1	\$ 25,000.00	\$ 25,000.00
5	Well #2 Wellhead Piping, Valves, and Controls	LS	1	\$ 57,485.00	\$ 57,485.00
6	5,000-Gallon Hydropneumatic Tank	LS	1	\$ 60,000.00	\$ 60,000.00
7	Well #2 Concrete Pad	LS	1	\$ 40,000.00	\$ 40,000.00
8	Well #2 Electrical	LS	1	\$ 100,000.00	\$ 100,000.00
9	Well #2 Wellhead Instrumentation and Controls	LS	1	\$ 22,000.00	\$ 22,000.00
10	Well #2 Wellhead Chlorination System	LS	1	\$ 30,000.00	\$ 30,000.00
11	4-Inch Water Service Line, C-900 PVC, DR 18	LF	100	\$ 250.00	\$ 25,000.00
12	Trench Resurfacing	LF	150	\$ 100.00	\$ 15,000.00
13	Miscellaneous Site Work	LS	1	\$ 21,000.00	\$ 21,000.00

TOTAL BID ITEMS 1 THROUGH 13: \$ 487,235.00

4. **TERMINATION.** If the Contractor should be adjudged as bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract Documents, the Owner may serve written notice upon him and his surety of its intention to terminate the Contract; such notice to contain the reasons for such intention to terminate the Contract, and, unless within ten (10) days after serving of such notice such violation shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that if the surety within fifteen (15) days after the serving upon it of notice of termination

does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

5. NOTICE AND SERVICE THEREOF. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, (a) if the notice is given to the Owner, per personal delivery thereof to the City Engineer of said Owner, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to the Owner, postage prepaid and registered; (b) if the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his duly authorized representative at the site of the project, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to said Contractor at **903 E. LODI AVENUE, LODI, CA 95240**, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

6. ASSIGNMENT OF CONTRACT. Neither the Contract nor any part thereof, nor moneys due, or to become due thereunder, may be assigned by the Contractor without the prior written approval of the Owner.

7. CONTRACT SECURITY. The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

8. INSURANCE. The Contractor shall not commence work under this Contract until he has obtained all insurance required by Section 7-3 of the Standard Specifications, as amended, and such insurance has been approved by the City Attorney of Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract, and particularly paragraph 9 hereof. Said insurance obtained by the Contractor shall be primary and noncontributory as to any insurance maintained by owner. **Endorsement for additional insured shall be submitted on standard form CG 20101185. Endorsement forms CG 20101001 and CG 20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects.** Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability

or of any cancellation or modification of the policy. All insurance required by this section shall be from a California admitted insurance company.

9. **HOLD HARMLESS.** The Contractor will indemnify, defend with counsel selected by the Owner, save, keep, and hold harmless, the Owner and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of said work, or by reason of any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation, in consequence of the use in, on, or about said work, of any article or material supplied or installed under this Contract. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the Owner and are for the express benefit of the general public.

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

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

In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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.

10. **ACCIDENT PREVENTION.** Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

11. **PAYMENT.** The Owner will make partial and final payment to the Contractor in accordance with Section 9-3.2 of the Standard Specifications, as amended, except that the Owner will retain the five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by Owner of notice of acceptance of completion of all work covered by this Contract, if such notice be recorded within ten (10) days after the acceptance of completion of such Contract; or, if such notice be not so recorded within ten (10) days, until the expiration of ninety-five (95) days after the acceptance of completion of such work of improvement, at which time and not before, Owner shall pay to Contractor the whole of the remaining five percent (5%) of said contract price so held back as provided.

The payment of progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the Owner and subject to whatever inspection and approval may be required by law.

12. CALIFORNIA LABOR CODE. The Contractor is aware of, and hereby agrees to comply with Sections 1770, 1773, 1776, and 1777.5 of the California Labor Code.

13. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. Pursuant to Section 22,300 of the Public Contracts Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a State or Federally-chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the Contract.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California, or bank or savings and loan certificate of deposit.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain, as a minimum, the following provisions:

- (a) The amount of securities to be deposited;
- (b) The terms and conditions of conversion to cash in case of the default of the Contractor; and
- (c) The termination of the escrow upon completion of the Contract.

14. TRENCHES AND EXCAVATIONS. Should the Contractor be required to dig trenches or other excavations that extend deeper than four (4) feet below the surface, then the following clauses shall apply:

- (a) The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:
 - (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Subsurface or latent physical conditions at the site differing from those indicated;
 - (3) Unknown physical conditions at the site of any unusual nature different materially from those ordinarily encountered, and generally recognized as inherent in work of the character provided for in the contract.
- (b) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this contract.
- (c) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's

cost of or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

15. CLAIMS. This clause applies to all Contractor claims of three hundred seventy-five thousand dollars (\$375,000), or less, which arise out of this contract.

- (a) "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract, and payment of which is not otherwise expressly provided for or the Contractor not otherwise entitled to, or (3) an amount the payment of which is disputed by the City.
- (b) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein shall extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (c) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.
 - (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
 - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- (d) For claims of over fifty thousand dollars (\$50,000) and less than, or equal to, three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within sixty (60) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim, or relating to defenses or claims the City may have against the Contractor.
 - (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
 - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater
- (e) If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response, or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement

of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

- (f) If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title I of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written claim pursuant to Subdivision (b) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- (g) The following procedures shall be followed for all civil actions filed to resolve claims subject to this clause:
 - (1) Within sixty (60) days, but no earlier than thirty (30) days following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- (h) The City shall not fail to pay money as to any portion of a claim which is undisputed, except as otherwise provided in this contract.
- (i) In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

ATTEST:

CITY OF MERCED, a Municipal Corporation
(Herein called Owner)

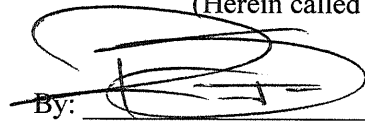
By: _____
Deputy City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

RICHARD A. SORACCO JR.
(Herein called Contractor)

By: _____
City Attorney

By:  _____
Contractor

ACCOUNT DATA:

TAXPAYER I.D. NO: 27-1906561

Project No. 114001

VENDOR NUMBER: _____

Project Account Number(s) / Amount

ADDRESS: 903 E. LODI AVENUE
LODI, CA 95240

553-1108-637.65-00-114001 \$ 487,235.00

PHONE: (209) 267-4030

FAX: (209) 267-4202

EMAIL: richard@soraccojunior.com

By: _____
Finance Officer Verification

(SEAL)

GUARANTY


To the City of Merced, California:

PROJECT NO. 114001

The undersigned guarantees the construction and installation of the work included in this project as described in the Contract Documents.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, within one year after date on which the "Notice of Completion" is recorded by the City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to that contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair said work completely without cost to the City so that said work will function as contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

By: 
Contractor

Date: 3/19/17