



CITY OF MERCED

Amended 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

Tuesday, February 20, 2018

6:00 PM

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

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

NOTICE TO PUBLIC

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. CLOSED SESSION ROLL CALL

B. CLOSED SESSION

- B.1.** [18-088](#) **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2): (2) cases
- B.2.** [18-063](#) **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Employee Organization: American Federation of State, County, and Municipal Employees (AFSCME) Council 57; Local 2703; International Association of Fire Fighters, Local 1479; Merced Association of City Employees

(MACE). AUTHORITY: Government Code Section 54957.6

- B.3.** [18-064](#) **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency
Designated Representative: City Manager Steve Carrigan; Unrepresented
Management AUTHORITY: Government Code Section 54957.6

C. CALL TO ORDER

C.1. Invocation - Pastor Joel Dorman, First Baptist Church

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. REPORT OUT OF CLOSED SESSION

F. CEREMONIAL MATTERS

- F.1.** [18-080](#) **SUBJECT:** Certificates of Appreciation to the Donors of the 2017
Lights Before Christmas Event

REPORT IN BRIEF

Presents certificates of appreciation to the donors of the 2017 Lights Before Christmas event; Martha Hermosillo, Executive Director at First Five, Damien Galarza, General Manager at Radio Merced, and Jason Hicks, Manager at Cyberstation.

- F.2.** [18-083](#) **SUBJECT:** Certificates of Appreciation for the 2018 State of the City
Sponsors

REPORT IN BRIEF

Certificates of appreciation for the following 2018 State of the City sponsors; Merced School Employees Federal Credit Union, Educational Employees Credit Union, Mercy Medical Center/Dignity Health, Mape Ranch/ Lyons Investments, Merced Mall, MERCO Credit Union, and BrightDart Print and Design.

- F.3.** [18-084](#) **SUBJECT:** Merced Police Officer Promotion Ceremony

REPORT IN BRIEF

Merced Police Officers' promotion ceremony for newly promoted Officers Lieutenant Alan Ward, Sergeant Joseph Perez, and Sergeant Edward Drum.

G. WRITTEN PETITIONS AND COMMUNICATIONS

H. 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.

I. CONSENT CALENDAR

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

- I.1. [18-028](#) **SUBJECT:** Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

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

RECOMMENDATION

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

- I.2. [18-051](#) **SUBJECT:** Information Only - Site Plan Review Committee Minutes of December 7, 2017

RECOMMENDATION

For information only.

- I.3. [18-079](#) **SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of January 16, 2018

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 January 16, 2018.

I.4. [18-045](#)

SUBJECT: Considers Approval of 2017-18 Regional, State and Federal Legislative Platform

REPORT IN BRIEF

Council is asked to update Regional, State, and Federal Legislative Platform.

RECOMMENDATION

City Council - Adopt a motion adopting the updated 2017-18 Regional, State and Federal Legislative Platform.

I.5. [17-642](#)

SUBJECT: First Amendment to Agreement for Professional Services with AECOM Technical Services, Inc., for Well Site Design Services, Project No. 114001

REPORT IN BRIEF

Authorizes an amendment to a contract for well design services for a new production water well at the Wastewater Treatment Plant.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving an amendment to an Agreement for Professional Services with AECOM Technical Services, Inc., in the amount of \$15,382 for engineering design services; and,

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

I.6. [18-067](#)

SUBJECT: Office of Emergency Services - Agreement for Temporary Transfer of Vehicular Equipment - Cal OES Fire Engine No. 393

REPORT IN BRIEF

Enter into an agreement for temporary transfer of Cal OES Fire Engine No.

393 between the State of California Governor's Office of Emergency Services and the Merced City Fire Department.

RECOMMENDATION

City Council - Adopt a motion authorizing the City Manager or his Designee to execute the "Agreement for Temporary Transfer of Vehicular Equipment" between the State of California Governor's Office of Emergency Services (State) and the Merced City Fire Department (Assignee) for the transfer of Cal OES Fire Engine No. 393.

I.7. [18-071](#)

SUBJECT: Agreement for Professional Services Contract with NexLevel Information Technology, Inc. for Needs Assessment, Procurement Services of Enterprise Resource Planning (ERP) Systems, and Phase 1 Project Management

REPORT IN BRIEF

Consider approving an agreement for professional services contract with NexLevel Information Technology, Inc. for needs assessment, procurement services of enterprise resource planning (ERP) systems, and phase 1 project management.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving the Professional Services Agreement for \$97,750 with NexLevel Information Technology, Inc.
- B. Approving the NexLevel Optional Project Management Assistance for Phase 1 on a time and materials basis not to exceed \$170,688.
- C. Authorizing the City Manager or Assistant City Manager to execute the necessary documents.

I.8. [18-019](#)

SUBJECT: Street Closure #17-13 (Merced Main Street Association, for Use of W. Main Street Between M and Canal Streets, and to Include the Use of Bob Hart Square)

REPORT IN BRIEF

Merced Main Street Association requests the use of City streets and Bob Hart Square for the 3rd Annual "Merced FEAST" farm-to-table event, to include the serving of alcohol, on Thursday and Friday, September 20 and 21, 2018, from 12:00 p.m. to 11:00 p.m., and 3:00 p.m. to 10:30 p.m., respectively.

RECOMMENDATION

City Council - Adopt a motion approving the street closure of W. Main Street between M and Canal Streets and use of Bob Hart Square with serving of alcohol, on Thursday, September 20, 2018, from 12:00 p.m. to 11:00 p.m.; and the use of Bob Hart Square on Friday, September 21, 2018, from 3:00 p.m. to 10:30 p.m., subject to the details and conditions outlined in the administrative staff report.

I.9. [18-017](#)

SUBJECT: Purchase of a Kubota Loader Utilizing the Government Procurement Program and Waiving of the Competitive Bidding Requirement

REPORT IN BRIEF

Considers waiving the competitive bidding requirement for the purchase of a Kubota loader in the amount of \$65,920.76 for the loading of biosolids at the Wastewater Treatment Facility through the National Joint Powers Alliance (NJPA) Government Procurement Program.

RECOMMENDATION

City Council - Adopt a motion waiving the City's competitive bidding requirement to purchase one Kubota loader from the National Joint Powers Alliance (NJPA) Program for \$65,920.76; and, authorizing the City Buyer to issue the purchase order.

I.10. [18-053](#)

SUBJECT: First Amendment to Professional Services Agreement with Alliance Refuse Trucks, Inc., for the Refurbishment of Two Refuse Trucks

REPORT IN BRIEF

Consider amending the existing contract with Alliance Refuse Trucks, Inc., to include the 5% contingency previously appropriated by Council on January 2, 2018.

RECOMMENDATION

City Council - Adopt a motion approving the First Amendment to Professional Services Agreement with Alliance Refuse Trucks in the amount of \$14,795 for the refurbishment of two refuse trucks; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

I.11. [18-042](#)

SUBJECT: FY 2018 Merced County First Five Mini Grant - Accept and Appropriate

REPORT IN BRIEF

Consider accepting and appropriating grant funding in the amount of \$3,000 from Merced County First Five for the Applegate Park Zoo's Lights Before Christmas event.

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting grant funds from Merced County First Five and increasing revenue in Fund 024 Parks and Community Services in the amount of \$3,000 and appropriating the same to account 024-1254-542-29-00; and,

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

I.12. [18-062](#)

SUBJECT: Friends of Sober Grad Nite Request Co-Sponsored Rate for Use of the Senior Community Center

REPORT IN BRIEF

Consider the Recreation and Parks Commission's recommendation to approve a request for the co-sponsored rate for use of the Senior Community Center by the Friends of Sober Grad Nite on March 30, 2018.

RECOMMENDATION

City Council - Adopt a motion approving the Recreation and Park Commission's recommendation to grant use of the Senior Community Center to the Friends of Sober Grad Nite at the co-sponsored rate.

I.13. [18-076](#)

SUBJECT: Second Reading of Ordinance Regarding Local Business Preference Policy

REPORT IN BRIEF

Second reading of previously introduced ordinance.

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance No. 2485**, an Ordinance of the City Council of the City of Merced, California, amending chapter 3.04 by adding section 3.04.215, "Local Business Preference Policy," to the Merced Municipal Code.

J. PUBLIC HEARINGS

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

- J.1. [17-603](#) **SUBJECT:** Vacation #17-02 to Abandon a 40-Foot-Wide "Avenue"
Generally Located East of Kibby Road Between East Highway 140 and
Childs Avenue

REPORT IN BRIEF

The City Council will consider the abandonment of a 40-foot wide "Avenue" generally located along the east property line of two parcels generally located at the northeast corner of Childs Avenue and Kibby Road and the southeast corner of East Highway 140 and Kibby Road.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2018-09 A** Resolution of the City Council of the City of Merced, California ordering the vacation of a 40-Foot-Wide "Avenue" located along the eastern property line of three parcels generally located at the northeast corner of Childs Avenue and Kibby Road and the southeast corner of East Highway 140 and Kibby Road (Vacation #17-02).

K. REPORTS

- K.1. [17-614](#) **SUBJECT:** Calling a Special Election for June 5, 2018 for the Purpose
of Enacting a Commercial Cannabis Business Tax

Attachments
updated

REPORT IN BRIEF

Consideration of Resolutions Calling June 5, 2018 Special Municipal Election for the purpose of placing a tax measure on the ballot regarding cannabis sales and commercial activity and requesting the County Board of Supervisors consolidate the City's election with the Statewide Direct Primary Election being held on the same date.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2018-10**, a Resolution of the City Council of the City of Merced, California, calling a Special Municipal Election to be held on June 5, 2018, for the Purpose of Submitting a Commercial Cannabis Business Tax to the Electorate; and,

B. Adopting **Resolution 2018-11**, a Resolution of the City Council of the City of Merced, California, requesting that the Board of Supervisors of the County of Merced, California provide for the consolidation of a Special Municipal Election and a Ballot Measure with the Statewide Direct Primary Election to be held on June 5, 2018; and,

C. Adopting a Categorical Exemption (Environmental Review #18-12) in regards to the proposed Ordinance in accordance with the California Environmental Quality Act; and,

D. Approving the form and content of the City Council sponsored Initiative Ordinance, entitled: Ordinance No. ____ An Ordinance of the People of the City of Merced, California, Adding Chapter 3.52 to the City of Merced Municipal Code, Approving and Implementing a Commercial Cannabis Business Tax; and,

E. Directing the City Manager/City Clerk and the City Attorney's Office to execute documents appropriate to carry out the tasks necessary for the Special Municipal Election and to take actions related thereto; and,

F. Approving a supplemental appropriation from the General Fund unreserved, unencumbered Fund balance in the amount of \$35,000 to cover the cost of the special election.

K.2. [18-065](#)

SUBJECT: Update on Public Facilities Projects

REPORT IN BRIEF

At the request of Council Member Belluomini, staff are presenting an update on the Public Facilities projects.

RECOMMENDATION

Provide staff with further direction on Public Facilities Projects.

K.3. [18-077](#)

SUBJECT: Downtown Merced Entry Sign

REPORT IN BRIEF

Provides an update to City Council on the proposed Merced entry sign to be located in downtown Merced.

RECOMMENDATION

Provide staff with direction on the presented options.

L. BUSINESS

- L.1. [18-087](#) **SUBJECT:** Recreation and Parks Commission Appointments (2)

REPORT IN BRIEF

Consider accepting nominations and appointing individual(s) to the Recreation and Parks Commission.

RECOMMENDATION

City Council - Adopt a motion accepting nominations and appointing two individuals to serve as members of the Recreation and Parks Commission, with term dates of July 1, 2019 and July 1, 2021.

- L.2. [18-085](#) **SUBJECT:** Selection of Council Members to Attend the One Voice Trip

REPORT IN BRIEF

Council to decide who will attend the One Voice trip.

- L.3. Request to Add Item to Future Agenda

- L.4. City Council Comments

M. ADJOURNMENT



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item B.1.

Meeting Date: 2/20/2018

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2): (2) cases



CITY OF MERCED

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678 W. 18th Street
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ADMINISTRATIVE REPORT

Agenda Item B.2.

Meeting Date: 2/20/2018

SUBJECT: CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Employee Organization: American Federation of State, County, and Municipal Employees (AFSCME) Council 57; Local 2703; International Association of Fire Fighters, Local 1479; Merced Association of City Employees (MACE). AUTHORITY: Government Code Section 54957.6



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item B.3.

Meeting Date: 2/20/2018

SUBJECT: CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative:
City Manager Steve Carrigan; Unrepresented Management AUTHORITY: Government Code Section
54957.6



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item F.1.

Meeting Date: 2/20/2018

SUBJECT: Certificates of Appreciation to the Donors of the 2017 Lights Before Christmas Event

REPORT IN BRIEF

Presents certificates of appreciation to the donors of the 2017 Lights Before Christmas event; Martha Hermosillo, Executive Director at First Five, Damien Galarza, General Manager at Radio Merced, and Jason Hicks, Manager at Cyberstation.



CITY OF MERCED

Merced Civic Center
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ADMINISTRATIVE REPORT

Agenda Item F.2.

Meeting Date: 2/20/2018

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REPORT IN BRIEF

Certificates of appreciation for the following 2018 State of the City sponsors; Merced School Employees Federal Credit Union, Educational Employees Credit Union, Mercy Medical Center/Dignity Health, Mape Ranch/ Lyons Investments, Merced Mall, MERCO Credit Union, and BrightDart Print and Design.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item F.3.

Meeting Date: 2/20/2018

SUBJECT: Merced Police Officer Promotion Ceremony

REPORT IN BRIEF

Merced Police Officers' promotion ceremony for newly promoted Officers Lieutenant Alan Ward, Sergeant Joseph Perez, and Sergeant Edward Drum.



CITY OF MERCED

Merced Civic Center
678 W. 18th Street
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ADMINISTRATIVE REPORT

Agenda Item I.1.

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SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

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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 I.2.

Meeting Date: 2/20/2018

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

SUBJECT: Information Only - Site Plan Review Committee Minutes of December 7, 2017

RECOMMENDATION

For information only.

ATTACHMENTS

1. SP Minutes 12-07-2017

CITY OF MERCED
Site Plan Review Committee

MINUTES

Planning Conference Room
2nd Floor Civic Center
Thursday, December 7, 2017

Acting Chairperson ESPINOSA called the meeting to order at 1:34 p.m.

ROLL CALL

Committee Members Present: Planning Manager Espinosa (for Director of Development Services McBride), Land Surveyor Cardoso (for Acting City Engineer Son), and Acting Assistant Chief Building Official Frazier

Committee Members Absent: None

Staff Present: Principle Planner Hren and Planner/Recording Secretary Mendoza-Gonzalez

1. **MINUTES**

M/S CARDOSO - FRAZIER, and carried by unanimous voice vote, to approve the Minutes of November 16, 2017, as submitted.

3. **COMMUNICATIONS**

None.

4. **ITEMS**

- 4.1 Site Plan Application #416, submitted by University Industrial Park/Clendenin Bros., Inc., on behalf of Lyons Investments, Partnership, property owner, to construct a 480-square-foot fire booster pump building within a developed site at 1700 Kibby Road, within a Heavy Industrial (I-H) Zone.

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

Resolution #416. The applicant, TOM CLENDENIN, and his associates were in attendance to answer questions from the Committee.

The applicant noted that Conditions #12 and #13 should not be required, because their business equipment will be stored inside the existing warehouses and not outdoors. Staff concurred and agreed that those conditions would not be necessary and could be eliminated.

Committee Member CARDOSO noted that Condition #11 should be modified to specify that the City Engineer would determine the scope of public improvements required for this project.

M/S CARDOSO - FRAZIER, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #17-19, and approve Site Plan Application #416, subject to the Findings and twenty one (21) conditions set forth in the Draft Resolution #416 with a modification to Condition #11 and the elimination of Conditions #12 and #13 as follows:

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

“11) As required by Merced Municipal Code Section 17.04.050 and 17.04.060, full public improvements shall be installed/repared if the permit value of the project exceeds \$85,000.00. Public improvements may include, but not be limited to, repairing/replacing the sidewalk, curb, gutter, and street corner ramp(s), so that they comply with ADA standards and other relevant City of Merced/State/Federal standards and regulations, at the discretion of the City Engineer.

12) ~~All mechanical equipment shall be screened from public view.~~

13) ~~Any outdoor storage shall be screened from the public view with either a chain link fence with privacy slats or a non-transparent fence.”~~

AYES: Committee Members Frazier, Cardoso, and Acting Chairperson Espinosa

NOES: None

ABSENT: None

December 7, 2017

5. **INFORMATION ITEMS**

5.1 **Calendar of Meetings/Events**

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

6. **ADJOURNMENT**

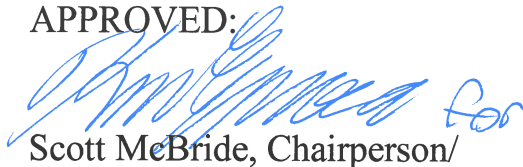
There being no further business, Acting Chairperson ESPINOSA adjourned the meeting at 2:02 p.m.

Respectfully submitted,



Francisco Mendoza-Gonzalez, Secretary
Merced City Site Plan Review Committee

APPROVED:



Scott McBride, Chairperson/
Director of Development Services,
Merced City Site Plan Review Committee

CITY OF MERCED
SITE PLAN REVIEW COMMITTEE
RESOLUTION #416

University Industrial Park/Clendenin Bros., Inc.	Construct a new 480-s.f. Fire Booster Pump Building for the University Industrial Park.
APPLICANT	PROJECT
121 Heron Way	1700 Kibby Road
ADDRESS	PROJECT SITE
Merced, CA 95341	061-033-024
CITY/STATE/ZIP	APN
(209) 769-9271	Heavy Industrial (I-H)
PHONE	ZONING

In accordance with Chapter 20.68 of the Merced City Zoning Ordinance, the Site Plan Review Committee reviewed and administratively approved Site Plan Application #416 on December 7, 2017, submitted by University Industrial Park/Clendenin Bros., Inc., on behalf of Lyons Investments, Partnership, property owner, to construct a 480-square-foot fire booster pump building within a developed site at 1700 Kibby Road, within a Heavy Industrial (I-H) Zone. Said property being more particularly described as portions of Lots 4, 5, and 6 as shown on the map entitled "Map of Grimes' Subdivision No.1," recorded in Volume 9, Page 19 of Merced County Records; also known as Assessor's Parcel Number (APN) 061-033-024.

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

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

- A) The proposal complies with the General Plan designation of Industrial (IND) and the Zoning classification of Heavy Industrial (I-H).
- B) The proposed fire booster pump building is considered an accessory structure with a water system that would be used to provide high-pressure water to increase firefighting capacity for the buildings located within the University Industrial Park.
- C) As shown on Exhibit B, the 480-square-foot fire booster pump building (20 feet x 24 feet) would be located within the southwest corner of the parcel, approximately 50 feet from the western property line along Kibby Road. The proposed metal building includes a roll-up door on the east elevation and an entry door on the west elevation (with a knox box).

- D) As shown on Exhibit B under the “Site and Demolition Keynotes,” the applicant is proposing to remove an existing 10-inch fire line after the new 10-inch fire line has been tested and approved. This proposal also includes a request to install a 10-inch double check back flow preventer, a 4-inch water line, a 10-inch water line tee, a Fire Department connection, and a water line valve box.
- E) The property to the west of the subject site (across Kibby Road) is the former General Electric Kendall Plant and is undergoing a TCE solvent cleanup in groundwater. Pumping water within this area may affect the existing groundwater treatment system to the west.

NOW, THEREFORE, BE IT RESOLVED that the Merced City Site Plan Review Committee does approve Site Plan Application #416 subject to the following conditions:

- 1) The subject site shall be constructed as shown on Exhibit B (site plan) and Exhibit C (elevations/floor plan), except as modified by the conditions of approval within this resolution.
- 2) All conditions contained in Site Plan Review #79-1 – Amended (“Standard Conditions for Site Plan Review Application”) shall apply.
- 3) All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply, including, but not limited to, the California Building Code and Fire Codes.
- 4) The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant’s project is subject to that other governmental entity’s approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents..
- 5) The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in

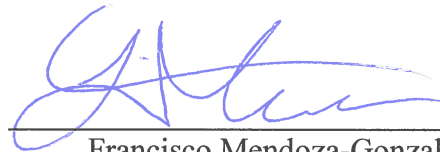
- compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.
- 6) Notwithstanding all other conditions, all construction and improvements shall be in strict accordance with Zoning, Building, and all other codes, ordinances, standards, and policies of the City of Merced.
 - 7) All plans and supporting documents submitted for Building Permits shall meet or exceed the building codes in effect at the time of building permit application submittal.
 - 8) All required Fire Permits shall be obtained from the City of Merced Fire Department during the building permit stage.
 - 9) If the subject site is to be gated, there must be a minimum 22-foot-wide clearance for emergency vehicles to pass through when the gate is opened. Any locking devices used on the gates shall be approved by the Fire Department prior to installation.
 - 10) The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.
 - 11) As required by Merced Municipal Code Section 17.04.050 and 17.04.060, full public improvements shall be installed/repared if the permit value of the project exceeds \$85,000.00. Public improvements may include, but not be limited to, repairing/replacing the sidewalk, curb, gutter, and street corner ramp(s), so that they comply with ADA standards and other relevant City of Merced/State/Federal standards and regulations, at the discretion of the City Engineer.
 - 12) The premises shall remain clean and free of debris and graffiti at all times.
 - 13) A backflow prevention device shall be provided for all water services (i.e., domestic, irrigation, and fire) per Merced Municipal Code.
 - 14) All landscaping shall be kept healthy and maintained, and any damaged or missing landscaping shall be replaced immediately.
 - 15) All portions of the property not occupied by paving or building shall be maintained to acceptable standards for health, fire safety, and aesthetic reasons. Grasses and weeds shall be kept to a maximum of six inches (however, the use of xeriscape is acceptable), or as otherwise required by the Fire Department and Merced County Health Department.
 - 16) The fire booster pump shall be reviewed and approved by the City Engineer to ensure that the City's water system is not negatively impacted by the booster pump and to ensure that the pump shuts off automatically when the supply side drops below 21-psi (or as otherwise required by the City Engineer).
 - 17) Ductile iron pipes shall be used for any piping within the City's right-of-way that is over 8 inches in diameter and for any piping dedicated to fire mains. Under these

- circumstances, the ductile iron pipes shall be installed from the valve at the main connection to the customer side down-leg of the backflow.
- 18) The applicant shall dedicate a 7-foot-wide road easement and a 7-foot-wide public utilities easement along Kibby Road to the boundary limits outlined by the City Engineer.
- 19) The Project shall have a separate Irrigation, Fire, and Domestic water service line going from the water main to the property line.

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

12-7-17

DATE



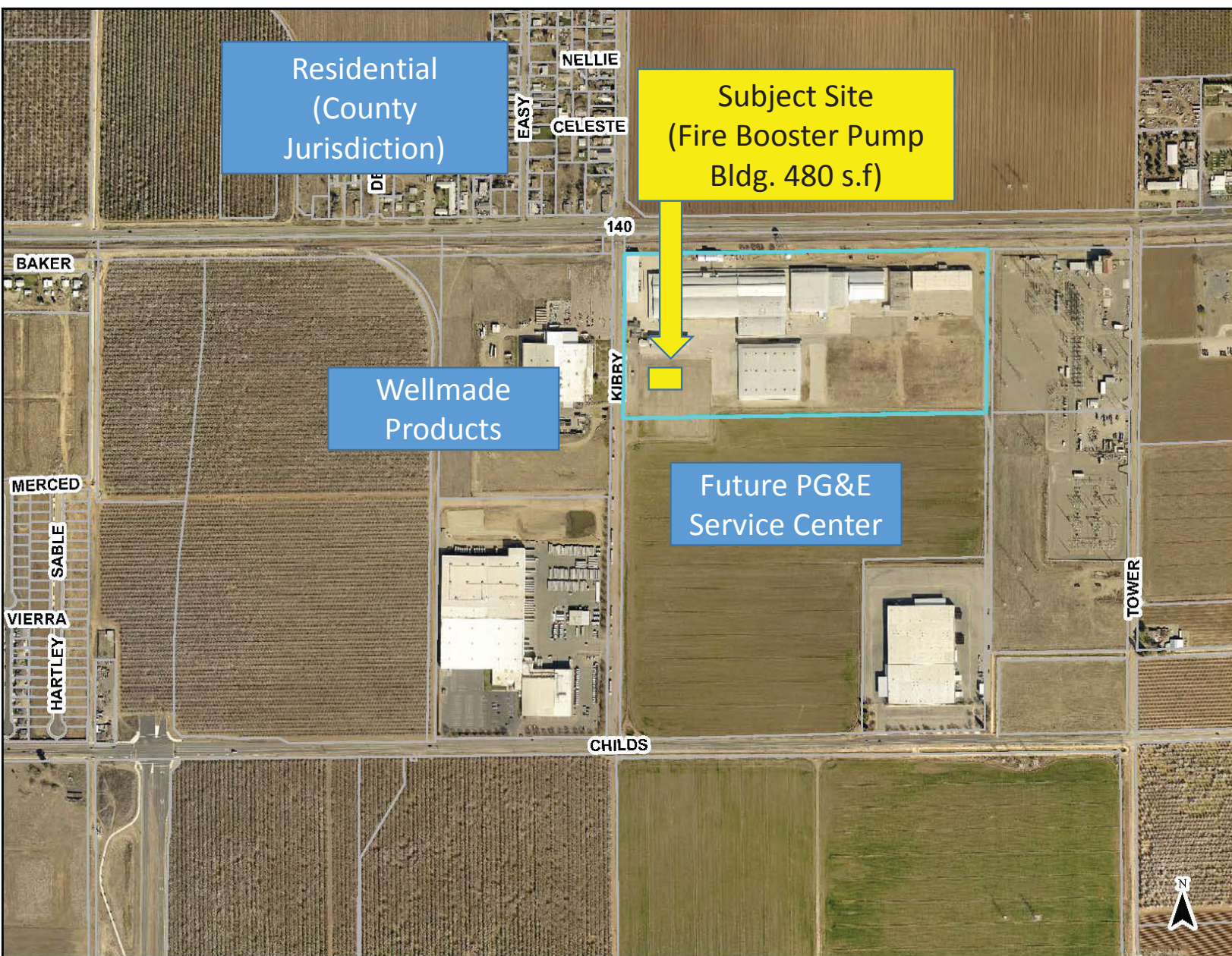
Francisco Mendoza-Gonzalez

Planner

TITLE

Exhibits

- A) Location Map
- B) Site Plan
- C) Elevations/Floor Plan
- D) Categorical Exemption



Residential
(County
Jurisdiction)

Subject Site
(Fire Booster Pump
Bldg. 480 s.f)

Wellmade
Products

Future PG&E
Service Center

140

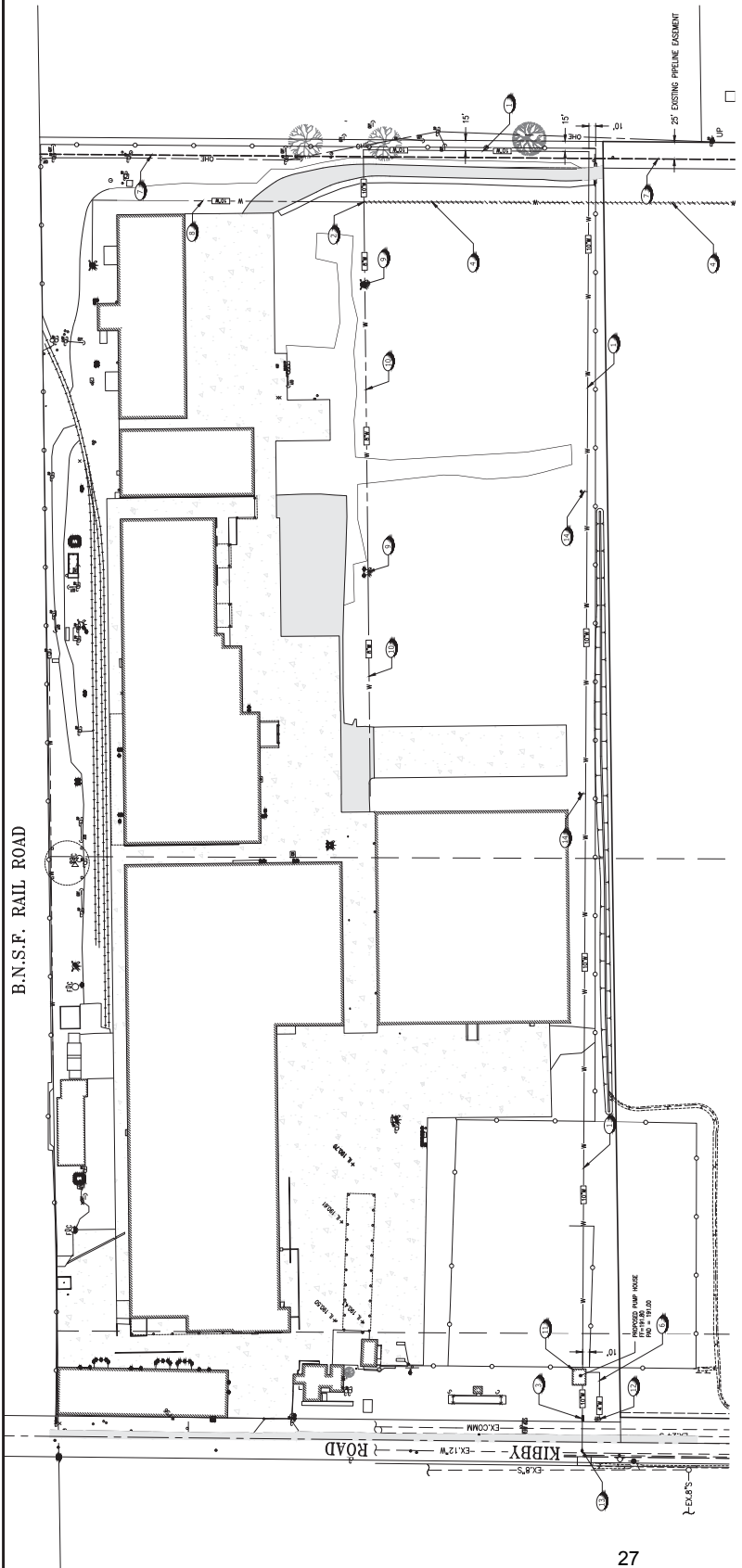
KIBBY

CHILD

TOWER



B.N.S.F. RAIL ROAD



SITE & DEMOLITION KEYNOTES:

- 1. INSTALL 10" FIRE LINE (3000 PVC CLASS 150, DR-18) W/ EASTWARD FLOW 8" X 1" MIN. COVER W/ TYPE "C" BACK FILL PER CITY STANDARD T-1 ON SHEET C3.0. PROVIDE THIRST BLOCKS PER CITY STANDARD W-7, AS SHOWN ON SHEET C3.0. PROVIDE TRAPEZOIDAL FIRE LINE TESTS SHALL COMPLY WITH IFPA STANDARD REQUIREMENTS (200 F.S.I. FOR 2 HOURS).
- 2. CONNECT TO EXISTING FIRE LINE.
- 3. INSTALL 10" DOUBLE CHECK VALVE BACK FLOW PREVENTER PER CITY STANDARD W-8 AS SHOWN ON SHEET C3.0.
- 4. INSTALL 4" WATER LINE (3000 PVC CLASS 150, DR-18) FOR F.D.C.
- 5. EXISTING 20" PIPELINE EASEMENT.
- 6. EXISTING 10" FIRE LINE.
- 7. EXISTING 4" FIRE LINE.
- 8. PROPOSED 20" X 24" PUMP HOUSE.
- 9. INSTALL F.D.C. PER DETAIL "X" AS SHOWN ON SHEET C3.0.
- 10. INSTALL WATER LINE VALVE BOX PER CITY STANDARD W-19 AS SHOWN ON C3.0.
- 11. INSTALL 10" WATER LINE TEE W/WATER WATER VALVE FOR FUTURE CONNECTIONS.

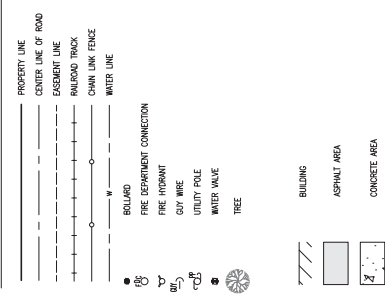
NOTES:

PROTECT ALL MONUMENTS DURING CONSTRUCTION. IF ANY DISTURBED, A LICENSED SURVEYOR SHALL RESTORE MONUMENTS AND FILE PROPER DOCUMENTS WITH THE COUNTY OF MERCED.

DEMOLITION LEGEND:



SURVEY LEGEND:

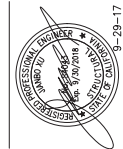


GOLDEN VALLEY
ENGINEERING & SURVEYING
121 HELEN WAY, SUITE A
MERCED, CA 95341
P.O. Box 349
Merced, CA 95341
Fax: (209) 723-3254

PROFESSIONAL ENGINEER
No. 10000
Exp. 12/31/2017

PROFESSIONAL SURVEYOR
No. 10000
Exp. 12/31/2017

UNIVERSITY INDUSTRIAL PARK
FOR
A NEW FIRE LINE
1700 KIBBY ROAD
MERCED, CA. 95341
CALIFORNIA



SHEET CONTENTS:
SITE PLAN
DEMO PLAN
UTILITY PLAN

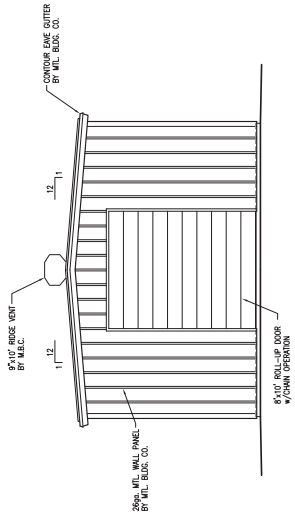
PREPARED FOR:
Clendenin Bros, Inc.
121 Helen Way, Suite A
Merced, CA 95341
Phone: (209) 343-3257
Email: tom@clendeninbros.com

PROJECT DATA:
Date: OCTOBER 2017
Scale: AS SHOWN
Drawn By: TB
Job No.: 17-162.00
SHEET NUMBER:

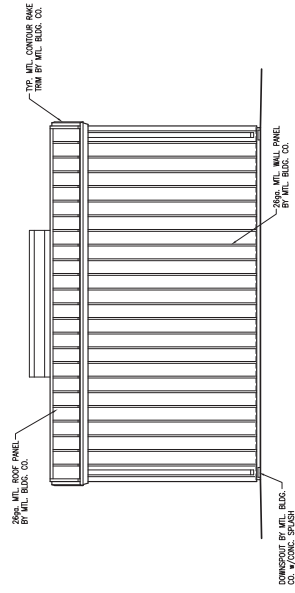
C2.0



SCALE: 1" = 40'

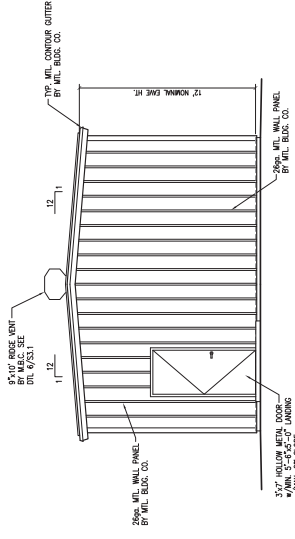


EAST ELEVATION
SCALE: 1/4" = 1'-0"

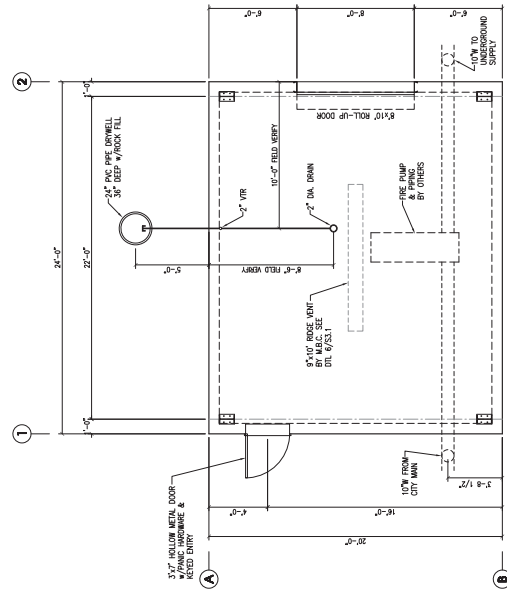


NORTH & SOUTH ELEVATION

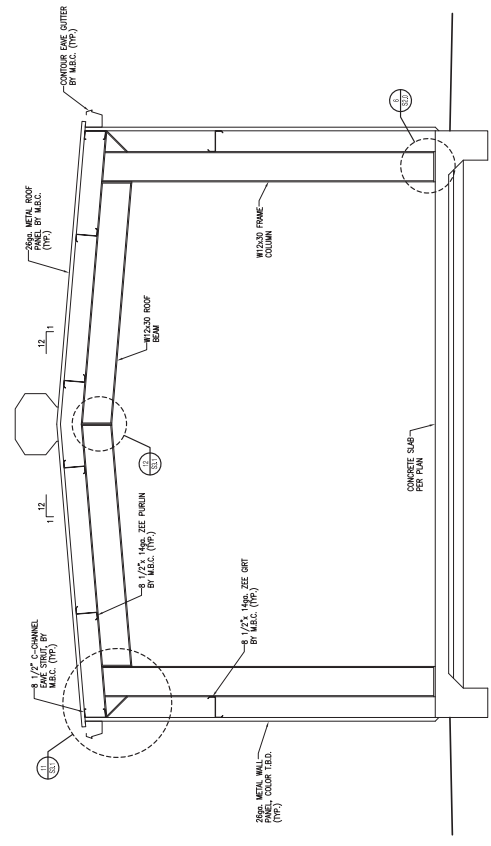
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"



FLOOR PLAN
SCALE: 1/4" = 1'-0"



BUILDING SECTION
SCALE: 1/2" = 1'-0"

NOTICE OF EXEMPTION

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

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

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

Project Title: SP #416 (Environmental Review #17-19)

Project Applicant: University Industrial Park for Lyons Investments (property owner)

Project Location (Specific): 1700 Kibby Road **APN:** 061-033-024

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

Description of Nature, Purpose, and Beneficiaries of Project: New accessory building

Name of Public Agency Approving Project: City of Merced

Name of Person or Agency Carrying Out Project: University Industrial Park for Lyons
Investments (property owner)

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ X Categorical Exemption. State Type and Section Number: 15301 (a)
☐ Statutory Exemptions. State Code Number: _____
☐ General Rule (Sec. 15061 (b)(3))

Reasons why Project is Exempt: As defined under the above referenced Section, the proposed project consists of minor interior/exterior alterations, such as constructing a new 480-square-foot fire booster pump building within a developed lot, which are considered to be exempt under the CEQA Guidelines per Section 15301 (a).

Lead Agency: City of Merced

Contact Person: Francisco Mendoza-Gonzalez **Area Code/Telephone:** (209) 385-6858

Signature:  **Date:** 11-15-2017 **Title:** Planner

X Signed by Lead Agency

Date Received for Filing at OPR: _____
(If applicable)

Authority Cited: Sections 21083 and 21110. Public Resources Code
Reference: Sections 21108, 21152, and 21152.1. Public Resources Code



ADMINISTRATIVE REPORT

Agenda Item I.3.

Meeting Date: 2/20/2018

SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of January 16, 2018

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 January 16, 2018.

ALTERNATIVES

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

ATTACHMENTS

1. Minutes of January 16, 2018



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, January 16, 2018

6:00 PM

A. CLOSED SESSION ROLL CALL

Present: 5 - Council Member Michael Belluomini, Council Member Anthony Martinez, Council Member Joshua Pedrozo, Council Member Matthew Serratto, and Mayor Mike Murphy

Absent: 2 - Mayor Pro Tempore Jill McLeod, and Council Member Kevin Blake

B. CLOSED SESSION

Mayor MURPHY called the Closed Session to order at 5:04 PM.

B.1. **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Employee Organization: American Federation of State, County, and Municipal Employees (AFSCME) Council 57; Local 2703; International Association of Fire Fighters, Local 1479; Merced Association of City Employees (MACE). AUTHORITY: Government Code Section 54957.6

B.2. **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Unrepresented Management AUTHORITY: Government Code Section 54957.6

B.3. **SUBJECT:** PUBLIC EMPLOYMENT - Title: City Attorney; Authority: Government Code Section 54957

B.4. **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9: 2 Cases

B.5. **SUBJECT:** PUBLIC EMPLOYEE APPOINTMENT - Title: Finance Officer; AUTHORITY: Government Code 54957

Clerk's Note: Mayor Pro Tempore MCLEOD arrived to Closed Session at 5:52 PM.

Clerk's Note: Council adjourned from Closed Session at 5:58 PM.

C. CALL TO ORDER

Mayor MURPHY called the Regular Meeting to order at 6:02 PM.

C.1. Invocation - Bruce Metcalf, Rescue Mission

The invocation was delivered by Bruce METCALF from the Merced Rescue Mission.

C.2. Pledge Allegiance to the Flag

Council Member BELLUOMINI led the Pledge of Allegiance to the Flag.

D. ROLL CALL

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

Absent: 1 - Council Member Kevin Blake

D.1. In accordance with Government Code 54952.3, it is hereby announced that the City Council sits either simultaneously or serially as the Parking Authority and 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

Mayor MURPHY stated that there was no report out of Closed Session and that Council would continue the Closed Session after the Regular Meeting.

F. WRITTEN PETITIONS AND COMMUNICATIONS

There were none.

G. ORAL COMMUNICATIONS

Sue Bangon EMANIVONG, Merced - spoke on the past events and future events in the City.

Bruce METCALF, Merced - spoke on a family that received housing from the Housing Program.

H. CONSENT CALENDAR

Items H.3. Maintenance Districts Assessment Ballot Proceeding - Northwood Village, East College Homes, Moss Landing & Ridgeview Meadows and H.4. Vacation #17-02 - Setting a Public Hearing to Vacate a

40-Foot-Wide "Avenue" Generally Located at the Northeast Corner of Childs Avenue and Kibby Road and the Southeast Corner of East Highway 140 and Kibby Road were pulled for separate consideration.

Approval of the Consent Agenda

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

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

No: 0

Absent: 1 - Council Member Blake

H.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.

H.2. SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of December 18, 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 December 18, 2017.

This Consent Item was approved.

H.5. SUBJECT: Consideration of the Second Amendment to the Berliner Cohen, LLP Contract for Interim City Attorney and Interim Legal

Services

REPORT IN BRIEF

Consider authorizing a Second Amendment to the Agreement with Berliner Cohen, LLP to provide Interim City Attorney Services.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the Second Amendment to the Agreement for Interim Legal Services for Interim City Attorney Services with Berliner Cohen, LLP, and;

B. Approving a Supplemental Appropriation from the General Fund unencumbered, unreserved Fund Balance and authorizing the Interim Finance Officer to make the necessary budget adjustments, and;

C. Authorizing the City Manager or Assistant City Manager to execute the Second Amendment to the Agreement for Interim Legal Services with Berliner Cohen, LLP.

This Consent Item was approved.

H.3.

SUBJECT: Maintenance Districts Assessment Ballot Proceeding - Northwood Village, East College Homes, Moss Landing & Ridgeview Meadows

REPORT IN BRIEF

Consider authorizing an assessment ballot proceeding and setting a public hearing for Monday, March 19, 2018, for the Northwood Village, East College Homes, Moss Landing, and Ridgeview Meadows Maintenance Districts, to obtain property owner approval in advance of increase in annual levy assessments.

RECOMMENDATION

City Council - Adopt a Motion:

A. Adopting **Resolution 2018-04**, a Resolution of the City Council of the City of Merced, California authorizing an assessment ballot proceeding for the Northwood Village, East College Homes, Moss Landing, and Ridgeview Meadows Maintenance Districts, and;

B. Setting the public hearing for Monday, March 19, 2018, to obtain

property owner approval prior to the increase in annual assessment levy to cover operation and maintenance costs to each identified District; and,

C. Approving a supplemental budget appropriation from the Unreserved Fund Balance of the General Fund in the amount not to exceed \$1,990, to cover the assessment balloting noticing costs.

Council Member BELLUOMINI pulled this item to ask for clarification on the location of the landscaping in the maps.

Director of Public Works Ken ELWIN stated that the map will be updated to show the location of the landscaping.

Council Member BELLUOMINI suggested making the questions in the letter more understandable.

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

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

No: 0

Absent: 1 - Council Member Blake

H.4.

SUBJECT: Vacation #17-02 - Setting a Public Hearing to Vacate a 40-Foot-Wide "Avenue" Generally Located Along the East Property Line of Two Parcels Generally Located at the Northeast Corner of Childs Avenue and Kibby Road and the Southeast Corner of East Highway 140 and Kibby Road

REPORT IN BRIEF

Set a public hearing for February 20, 2018, to vacate a 40-foot-wide "Avenue" on two parcels generally located at the northeast corner of Childs Avenue and Kibby Road and the southeast corner of East Highway 140 and Kibby Road.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2018-03**, a Resolution of the City Council of the City of Merced, California declaring its intention to vacate a 40-foot-wide "Avenue" located along the eastern property line of three parcels generally located at the northeast

corner of Childs Avenue and Kibby Road and the southeast corner of East Highway 140 and Kibby Road (Vacation #17-02) setting time and place for public hearing.

Council Member Martinez pulled this item to request a report.

Director of Development Services Scott MCBRIDE gave a brief report on setting a Public Hearing to vacate a 40-foot-wide "avenue" located at Childs Avenue and Kibby Road.

Council Member MARTINEZ asked about future development.

Mr. MCBRIDE stated that the City is working on applications from PG&E.

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

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

No: 0

Absent: 1 - Council Member Blake

I. PUBLIC HEARINGS

I.1.

SUBJECT: Vacation #17-01 - Submitted by Janet W. Bloed, Trustee, for the Abandonment of an Old Public Utilities Easement at 1297 Ahwahnee Drive.

REPORT IN BRIEF

The City Council will consider the abandonment of an old 5-foot-wide public utilities easement near the eastern property line of 1297 Ahwahnee Drive.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2018-02**, a Resolution of the City Council of the City of Merced, California, ordering the vacation of a 5-foot-wide public utilities easement near the eastern property line of 1297 Ahwahnee Drive, approximately 850 feet east of Joerg Avenue (Vacation #17-01).

Planning Manager Kim ESPINOSA gave a brief report on Vacation #17-01, Abandonment of an Old Public Utilities Easement at 1297 Ahwahnee Drive.

Mayor MURPHY opened and subsequently closed the Public Hearing at 6:22 PM due to lack of public comment.

Council Member BELLUOMINI asked about access to the property.

Ms. ESPINOSA stated that the access is from Yosemite Avenue and Parsons Avenue.

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

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

No: 0

Absent: 1 - Council Member Blake

J. REPORTS

J.1.

SUBJECT: Applegate Park Rose Garden Improvements

REPORT IN BRIEF

Requests Council direction on proposed improvements, including replacing irrigation lines, replanting rose bushes and repairing Laura's Fountain at the Rose Garden located at Applegate Park.

RECOMMENDATION

Provide direction to staff on how to proceed with the proposed Rose Garden improvements.

Director of Public Works Ken ELWIN gave a slide show presentation on Applegate Park Rose Garden Improvements.

Council and Staff discussed the planting of the roses, historical significance, volunteers, plan preparations for the irrigation of the roses, rose maintenance, repairing the base of the fountain, and the cost of a subsurface analysis.

Alan CLAUNCH, Merced - spoke on the irrigation and planting of the roses at Laura's Fountain.

Dwight WIGLEY, Merced - spoke on restoring Laura's Fountain.

Council discussed going out to bid for an analysis of the fountain, appropriating funds for analysis, and public involvement.

Terry RAWR, Merced - spoke on volunteers maintaining the rose garden. She also spoke on pruning and weeding of the roses.

Ron COOK, Merced - spoke on the park department maintaining the roses during the summer months.

Ruth WAX, Merced - spoke on the commitment of residents to help maintain the roses and the responsibility the City has with parks. She also spoke on using the Merced Gardens Nursery to purchase the roses.

Council and staff discussed the proposed options to irrigate and plant the roses.

A motion was made by Council Member Belluomini, seconded by Mayor Pro Tempore McLeod, approving option one, hiring a landscaping contractor to complete all work associated with irrigation improvements and planting roses, approving a supplemental appropriation for \$20,000, and giving the Interim Finance Officer authority to find funding sources not in the general fund. The motion carried by the following vote:

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

No: 0

Absent: 1 - Council Member Blake

A motion was made by Council Member Pedrozo, seconded by Council Member Belluomini, to approve \$5,000 for a geotechnical engineering and planning for the fountain. The motion carried by the following vote:

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

No: 0

Absent: 1 - Council Member Blake

Clerk's Note: Council recessed at 7:53 PM and returned at 8:06 PM.

J.2.

SUBJECT: Adoption of Merit-Based Selection Criteria for Commercial Cannabis Business Permits (Limited Number of Permits Available)

REPORT IN BRIEF

The City Council is being asked to adopt, by resolution, the Merit-Based Selection Criteria for Commercial Cannabis Business Permits for which there are a limited number of permits available. Dispensaries/retail sales are limited to four in the recently adopted Ordinance.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2018-01**, a Resolution of the City Council of the City of Merced, California, approving Merit-Based Selection Criteria for Scoring Commercial Cannabis Business Permit Applications for which there are a limited number of permits available.

Planning Manager Kim ESPINOSA gave a slide show presentation on the Merit-Based Selection Criteria for Commercial Cannabis Business Permits.

Council and staff discussed Mutual Benefit Non-Profit Corporations and business experience.

Susan BOUSCARAN, Merced - spoke on Mutual Benefit Non-Profit Corporations. She also asked about a timeline for accepting applications.

Ms. ESPINOSA stated that the timeline will be announced at the January 26th cannabis workshop.

Zach DRIVON, Stockton - suggested a language change in the merit-based selection criteria.

Council, Mr. DRIVON, and Staff discussed amending the Mutual Benefit Non-Profit Corporation section of the merit-based selection criteria and reallocating the points.

Mike WARDA, Merced - spoke on successful cannabis business operations.

Mayor MURPHY and Mr. WARDA discussed determining what a successful cannabis business is.

Rick MUMMERT, Escalon - suggested recommendations to the merit-based selection criteria.

Javier CHAVEZ, Merced - asked if the public had access to the

merit-based selection criteria.

Director of Development Services Scott MCBRIDE stated that once the merit-based selection criteria are approved by Council, they will be available to the public.

Ron ROBERTS, Oakdale - spoke on honest and successful business operators.

Susan BOUSCARAN, Merced - spoke on taxes and state guidelines.

Council and staff continued discussing the merit-based selection criteria and the cannabis ordinance.

A motion was made by Council Member Pedrozo, seconded by Mayor Pro Tempore McLeod, to approve the merit-based selection criteria with amendments. The motion carried by the following vote:

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

No: 1 - Council Member Belluomini

Absent: 1 - Council Member Blake

J.3.

SUBJECT: Report on Local Business Preference Policy

REPORT IN BRIEF

Consider Council direction to have a policy that allows for a local preference when purchasing goods and services from vendors.

RECOMMENDATION

Provide staff direction on the attached draft ordinance and draft resolution regarding a Local Business Preference Policy concerning purchasing goods and services from local vendors.

Interim City Attorney Jolie HOUSTON gave a brief report on Local Business Preference Policy.

A motion was made by Council Member Belluomini, seconded by Council Member Pedrozo, directing staff to prepare a draft ordinance for the February 5th meeting. The motion carried by the following vote:

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

No: 0

Absent: 1 - Council Member Blake

J.4. **SUBJECT: Update on Public Facilities Projects**

REPORT IN BRIEF

At the request of Council Member Belluomini, staff are presenting an update on the Public Facilities projects and next steps moving into 2018.

RECOMMENDATION

Provide staff with further direction on Public Facilities Projects.

Council Member BELLUOMINI gave a brief report on a timeline for a new police and fire station.

Assistant City Manager Stephanie DIETZ gave a slide show presentation on Public Facilities Projects.

Council and Staff discussed the future of the "Sun-Star" building, hiring a financial advisor, educating the public, and a ballot measure timeline.

Clerk's Note: Staff will bring this item back at the February 20th Council Meeting.

K. BUSINESS

K.1. Request to Add Item to Future Agenda

There were no items added.

K.2. City Council Comments

Council Member MARTINEZ reported on attending the Martin Luther King Jr. Event.

Council Member SERRATTO reported on attending the Martin Luther King Jr. Event and a park cleanup.

Council Member BELLUOMINI reported on attending the Martin Luther King Jr. Event. He thanked Staff and Council for their condolences regarding the passing of his sister.

Council Member PEDROZO reported on attending the Martin Luther King Jr. Event. He spoke on the upcoming Poppies Galore Event.

Mayor MURPHY reported on attending the Martin Luther King Jr. Event. He also spoke on the upcoming State of the City Event.

Clerk's Note: Council adjourned to Closed Session at 9:45 PM.

Clerk's Note: Council adjourned from Closed Session at 10:30 PM.

Clerk's Note: There was no report out of Closed Session.

L. ADJOURNMENT

Clerk's Note: The Regular Meeting was adjourned at 10:33 PM.

A motion was made by Council Member Pedrozo, seconded by Council Member Belluomini, to adjourn the Regular Meeting. The motion carried by the following vote:

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

No: 0

Absent: 1 - Council Member Blake



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item I.4.

Meeting Date: 2/20/2018

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

SUBJECT: Considers Approval of 2017-18 Regional, State and Federal Legislative Platform

REPORT IN BRIEF

Council is asked to update Regional, State, and Federal Legislative Platform.

RECOMMENDATION

City Council - Adopt a motion adopting the updated 2017-18 Regional, State and Federal Legislative Platform.

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 consideration 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, Chapter 200

CITY COUNCIL PRIORITIES

As provided for in the 2017-18 Adopted Budget

DISCUSSION

The City Council adopted its first Legislative Platform in August 2017 after the Council expressed a desire for the City to take a stronger role advocating on behalf of the City in the regional, state and federal arenas. The Legislative Platform serves as the policy document to guide the City's advocacy efforts. It was used to respond to State and Federal legislation that was proposed during the year.

Subsequently the City hired Townsend Public Affairs in October 2017 to provide advocacy services. Their representatives have reviewed the Legislative Platform, assisted in editing revisions and suggested adding additional elements.

The additional elements:

- Support legislative efforts on behalf of the Investing in Opportunity Act that would result in the

creation of Economic Opportunity Zones, and, if passed, support efforts to have the Governor designate Economic Opportunity Zones in Merced.

- Oppose legislative efforts that constrain the ability of the California Public Employees' Retirement System (CalPERS) to effectively manage its investment portfolio or otherwise impair the sustainability of the pension system.

Staff will continue to use the Legislative Platform to advocate on behalf of the City using a variety of means including letters, phone calls, personal meetings, testimony and media outreach. Council will be kept aware of staffs efforts and receive copies of materials that are distributed.

If there are matters not addressed in the Legislative Platform that come up staff will bring them before Council for its consideration. The entire Legislative Platform will be brought back annually to the City Council for review and adoption after the California legislative session ends in October.

IMPACT ON CITY RESOURCES

No appropriation of funds are needed.

ATTACHMENTS

1. 2017-18 Regional, State and Federal Legislative Platform



City of Merced

2017-18 Regional, State and Federal Legislative Platform

Platform Overview

The purpose of the Legislative Platform is to provide a means for summarizing the City of Merced's core legislative principles for the purpose of advocacy efforts at the regional, state and federal level. The Legislative Platform contains broad policy statements pertaining to a variety of issues that impact the City of Merced.

The Legislative Platform sets forth the City of Merced's legislative objectives for the 2017-18 Congressional and State Legislative Sessions and provides direction for our legislative advocates as they work to secure clear and strategic initiatives in Sacramento and Washington, D.C. Approval of the Legislative Platform also streamlines the City of Merced's process and allows the Executive team, Mayor and Mayor Pro Tem to effectively respond and take immediate action on pressing legislation under City Council direction.

The City Manager's Office will annually update the Legislative Platform taking into account new issues or priorities and State and federal budget as they relate to Merced or other regional partners. Additionally, the policies established within the platform do not preclude City Council consideration of additional legislative matters arising throughout the year that may be brought forward for City Council action.

The City of Merced's primary legislative focus includes protecting local government control, maintaining local government revenue, and obtaining funding for environmental sustainability, public safety, transportation, recreational, technology and infrastructure improvements.

Council will receive copies of correspondence to representatives and regulators regarding pending legislation, policies and rules, along with updates on any substantial meetings that take place.

The Legislative Platform includes the following guiding principles:

- The City favors legislation that enhances our ability to provide services to our residents;
- The City favors legislation that relieves the local government from needless rules and regulations;

- The City favors legislation that provides additional revenue or enables us to seek new or innovative revenue streams;
- The City opposes legislation that limits our self-rule or inhibits the ability of our residents to participate in local government decisions;
- The City opposes legislation that adds new or unjustified rules and regulations; and
- The City oppose unfunded mandates or any other legislation that adds more costs to City operations that aren't reimbursed, or takes away City funding or revenue streams without replacing the funds.

The Legislative Platform is organized into several broad categories that cover the breadth of the City of Merced's services, operations and assets, and other responsibilities. These categories include:

1. General Government
2. Local Control
3. Economic Sustainability
4. Pension Reform
5. Public Safety
6. Emergency Management and Homeland Security
7. Community Development and Transportation
8. Community Services
9. Housing
10. Environmental Sustainability
11. Public Works – Water and Utilities

1. General Government

- Support legislation that encourages policies and programming that promote healthy lifestyles; e.g. physical activity, preventative screenings, healthful eating and core wellness for people of all ages and abilities.
- Support efforts to increase State resources for local arts, cultural events, and education and library programs, including performing and visual arts programs.
- Support efforts to increase State or federal funding for necessary infrastructure improvements.
- Oppose additional State and federal unfunded mandates.
- Support legislation that would prohibit the flying of helicopters or other aircraft at low altitudes over residential neighborhoods excluding police, fire or other public safety aircraft.
- Support legislation that would establish statewide regulations prohibiting the use of unmanned aircraft to record or transmit any visual or audio recording of any person or private real property in which the subject person or owner of property has a reasonable expectation of privacy, excluding public safety agencies.
- Oppose legislation that would require public agencies to share information that could be used by malicious intended groups or individuals to compromise the systems, services or private information of public employees or citizens.
- Advocate to maintain peace officer privacy rights in Pitchess motions and Public Record Act requests.
- Advocate against any extension of the statute of limitations in public safety worker's compensation cases.

2. Local Control

- Support legislation that enhances local control of resources and allows cities to address the needs of local constituents within a framework of regional cooperation.
- Support legislation that encourages the use of federal and State incentives for local government action rather than mandates.
- Oppose any State or federal mandates without the direct or indirect reimbursement for the costs associated with complying with new and/or modified laws, regulations, policies, procedures, permits and/or programs.

- Oppose legislation that would prevent public comment or review where it is currently allowed, prevents public comments from being used for the basis of regulatory decisions and oppose legislation that removes Council oversight of land use and other regulatory processes.
- Oppose pre-emption of local authority whether by State or federal legislation or ballot propositions.
- Support legislation that would preserve local control for regulation of medicinal and recreational cannabis sales, delivery, distribution, warehousing, growing and testing facilities. Also support preserving the City's right to tax the sales of cannabis products and keep revenues from local taxes, and prevent lowering the consumer protections of Proposition 64 and 215.
- Support measures increasing local autonomy, protecting privacy and maintaining local authority over public records. This includes measures that provide for the recovery of costs with regards to public records requests.
- Support transparent government and the role of the California Public Records Act while simultaneously observing and protecting the current Rule of Law in California including better legislation the protection of privacy of public records and enhancing laws related to digital records.
- Support fiscal sustainability and "best in class" administrative initiatives to ensure the delivery of superlative City services.
- Monitor initiatives which seek changes in fiscal relationships at the local, State and federal level.
- Support legislation that guarantees on-going revenue sources for local government.
- Pursue funding opportunities for public facilities and services including capital improvement projects, public works projects, homeland security, public safety, technology, and parks and recreation.
- Oppose any legislation that would undermine voter-approved initiatives to guarantee on-going revenue sources for local government.
- Oppose legislation that would pre-empt local authority over local taxes and fees.
- Protect the City's right to levy and collect Transient Occupancy Taxes from hotels, including online hotel intermediaries.

- Oppose any federal or State legislation that would provide immunity to online hotel intermediaries and/or prohibit the City from collecting, retroactively or otherwise, Transient Occupancy Taxes.
- Support continued or expanded funding for the Community Development Block Grant (CDBG) Program.
- Oppose any attempt to eliminate or limit the traditional tax exemption for municipal bonds.
- Engage in, and advocate for, legislation or ballot measures to prevent the State from borrowing, raiding or otherwise redirecting local government funds (local taxes, property taxes, etc.).
- Continue to promote increased flexibility for the utilization of municipally-generated revenues.
- Support legislation that includes operational expenses as an acceptable use of public, educational, government access (PEG) funds, collected from cable franchise fees per the Federal Communications Commission, for government access stations.

3. Economic Sustainability

- Advocate for measures that support the City's continued efforts to retain and promote the success of local businesses and industries.
- Support tourism and its role in creating jobs and economic benefits to the City.
- Support legislation that would allow local brick-and-mortar retailers to compete more effectively against out-of-state internet sellers.
- Support legislative efforts on behalf of the Investing in Opportunity Act that would result in the creation of Economic Opportunity Zones, and, if passed, support efforts to have the Governor designate Economic Opportunity Zones in Merced.

4. Pension Reform

- Support League of California Cities and other legislative efforts for pension reform and other post-employment benefits (OPEB).
- Oppose legislative efforts that constrain the ability of the California Public Employees' Retirement System (CalPERS) to effectively manage its investment portfolio or otherwise impair the sustainability of the pension system.

- Monitor legislative initiatives designed to achieve public employee pension reform.

5. Public Safety

- Oppose legislation or other administrative actions that seek to limit the Police Department's ability to collect and utilize asset forfeiture funds for a wide variety of police services.
- Support legislation that provides frontline funding for police services associated with the early release of state prisoners as a result of State-mandated criminal justice realignment.
- Support the development and use of new firefighting technology that result in higher levels of health and safety.
- Advocate for legislation and funding that would take advantage of current technology to prevent crime (i.e. the ability to use surveillance cameras and automatic license plate recognition technology).
- Support the deployment and research of new emerging technologies that provide law enforcement with tools to provide the highest level of service including:
 - Next Generation 911
 - Mobile & Body Worn Cameras
 - New generation Investigative Technology
 - Collect, store and retain digital evidence
- Support legislation and seek funding that will assist in preventing and reducing crimes, primarily related to drugs, violence, mental illness, and pedestrian safety.
- Oppose legislation to expand "early release" for low-risk serious and violent offenders without an increase in sustained funding to ensure responsible supervision by parole agents and for local agencies that provide post-release supervision.
- Oppose any efforts to further decriminalize existing crimes in California or lessen the sentences of any offenses that would result in the release of serious criminals who would further harm the safety of the public and law enforcement personnel.
- Support interoperable communication solutions that meet radio spectrum needs of first responders and funding to digitize public safety communications.
- Support efforts to eradicate human trafficking.

- Support legislation that aids paramedics and other emergency medical service practitioners in their ability to be responsive to community needs.
- Seek grants and pilot project/demonstration project funding for public safety programs and priorities.
- Support funding initiatives for Peace Officers Standards and Training (POST) and other law enforcement support organizations.
- Support and encourage legislation and budget negotiations that retain funding for State and local law enforcement agencies, including behavioral health treatment, drug and trafficking taskforces, crisis intervention teams, and adequate patrol staffing.
- Identify opportunities for reimbursements to supplement increased custodial and supervision costs resulting from prison realignment.
- Oppose legislation with mandates for local agency adherence to operations and programs that may not be reimbursable by State budget funds.
- Support legislation that expands the treatment of, and response to, mentally ill persons and the growing issues associated with the mentally ill.
- Support funding for the increased demand being placed on fire and law enforcement for response to societal issues including homelessness; substance abuse and dependency; and unpredictable and potentially harmful behavior towards the public and public safety officers.
- Support a more effective and relevant reporting of local public safety agency data, and ensure that any disclosed data be fair and equitable.

6. Emergency Management and Homeland Security

- Support strategies, legislation and funding that promote emergency management, resilience and recovery efforts.
- Advocate for Interagency Communications Interoperability System (I.C.I. System) participation among jurisdictions and funding for equipment and operations.
- Support funding opportunities for local homeland security, public safety and emergency management programs including, training, and new technology and equipment (e.g. closed-circuit television) that does not supplant other City funding, services or operations.

- Seek grants and pilot project/demonstration project funding for City homeland security, public safety and emergency management priorities.

7. Community Development and Transportation

- Support legislation to streamline and increase efficiency of the California Environmental Quality Act (CEQA) while ensuring environmental stewardship is retained.
- Monitor land use issues and support legislative and administrative efforts to maintain the integrity of local government's control over land use, planning and zoning matters.
- Oppose legislation that adds more mandatory elements or requirements to City and County General Plans, including the Housing Element, or reduces or eliminates public input into local land use decisions.
- Support measures and discretionary grant opportunities that provide funding for critical transportation infrastructure projects to improve goods movement, safety and mobility for residents and visitors in and around Merced.
- Support legislation that expands transportation, planning, funding, and voluntary incentives to include an increasingly multi-modal perspective focusing on transit, alternative fuel vehicles and fleets, pedestrian walkways, bikeways, multi-use trails and parking.
- Support legislation that furthers the needs of UC Merced and oppose legislation that would impede its mission to educate students and continue its research mission.
- Support legislation that brings the California High-Speed Rail Project to Merced and oppose legislation that impedes its progress.
- Support legislation that brings the Altamont Commuter Express (ACE) to Merced and oppose legislation that impedes its progress.
- Oppose legislation that would prevent the City from providing regulatory oversight or requiring licensing to online transportation networks.
- Support State and federal legislation that enhances the safety of City streets for automobile, bicycle and pedestrian traffic, including issues related to photo speed radar enforcement, traffic congestion reduction programs, air quality improvement and regional transportation improvements.

- Support measures which provide the City's fair share of funding from the State's cap and trade funding sources.
- Support legislation that would discourage the misuse of disabled parking placards.
- Work with other agencies in the region to support current State and federal funding levels and encourage increased funding and flexibility in both operating and capital funding for mass transit.
- In conjunction with Merced Association of Governments (MCAG) and other agencies, support legislation that provides incentives for the development of local transportation corridors.
- Support local, regional, State and federal legislative, administrative, and regulatory efforts that will expand and/or supplement funding for maintaining and upgrading major thoroughfares in the City, allowing for better traffic flow, goods movement, improved air quality and pedestrian safety.
- Support increased State and federal resources to mitigate traffic congestion and improve air quality on City streets and rebuild and maintain roads.

8. Community Services

- Continue to support legislation that enhances the health of the general population, with an emphasis on programs that focus on youth, adult, aging and at-risk populations.
- Support funding for ADA facility, sidewalk and park upgrades.
- Support legislation that provides for increased services to, or funding for, at-risk populations such as adult and aging, homeless, disabled and other challenged populations.
- Support legislation that addresses the need for housing and supportive services, (e.g. health, mental health and social services) for the City's homeless population.
- Support legislative efforts to regulate the smoking of any substance at multi-family complexes.
- Support efforts to provide additional services to veterans, especially homeless veterans, ranging from medical care to counseling to education and employment.

9. Housing

- Pursue incentive-based housing legislation to encourage expanding the housing supply in the City, including more flexibility for local jurisdictions to work together to provide housing that counts towards Regional Housing Needs Assessment (RHNA) requirements.
- Support federal and State funding for affordable senior and veteran housing opportunities and projects.

10. Environmental Sustainability

- Advocate for cost-effective, sustainable, and responsible environmental policy and programs in the areas of energy efficiency, greenhouse gases, potable water, clean air, and wastewater, solid waste removal and storm water.
- Support legislation protecting, preserving and restoring the natural environment where it does not conflict with local control and land use designations.
- Support efforts to create partnerships between the City government, County government, School Districts, Water Agencies, other entities, businesses, residents and all other community stakeholders as necessary to achieve a sustainable community.
- Support funding to foster an energy-efficient, walk-able community that provides ample goods, services and benefits to all residents while respecting the local environment.

11. Public Works – Water and Utilities

- Ensure the State continues to fund the California Department of Transportation (Caltrans) capital construction budget for offsetting their requirements to limit their total maximum daily load (TMDL) for pollutant discharge. Encourage Caltrans to continue to enter into Cooperative Implementation Agreements with local jurisdictions to fund storm water capture and retention projects.
- Ensure the State Water Resources Control Board continues to provide Caltrans a Compliance-Based Credit System that includes compliance based on using funding to support storm water projects that would meet statewide TMDLs.
- Support legislation for funding storm water infrastructure improvements, including building facilities to capture storm water runoff and integrate with local, regional and statewide water resources.
- Support legislation that would provide pragmatic compliance in statewide and regional National Pollution Discharge Elimination System (NPDES) permits.

- Support State and regional efforts to develop avenues for agencies to collect revenue to support storm water retention efforts.
- Support legislation that would classify storm water as a utility similar to water, wastewater and solid waste services.
- Support measures that uphold the ability of locally-elected City Councils to regulate and manage their publicly-owned water utility so that local authority is not eroded by State or federal agencies, authorities or other regulatory agencies.
- Oppose legislation that adds requirements to provide services that utility customers do not value, want or need.
- Support legislation that ensures local ratemaking authority is preserved and remains meaningful.
- Support policies that recognize, support and credit the role of water conservation and use of efficiency in reducing greenhouse gas emissions.
- Support local control of groundwater uses and groundwater rights.
- Support local control for planning management and use of water supplies to address local needs and contribute to long-term sustainability.
- Support efforts that seek to bring federal sources of funding to California for water infrastructure development and renewable energy development through water management.
- Support cost-effective water conservation programs and incentives that are funded by the State or federal government.
- Support flexible funding options that will help local communities upgrade and replace water and wastewater infrastructure.
- Support legislation for State and federal funding and permitting for the development of local water supplies and water conservation efforts, along with additional surface water and groundwater storage and recharge efforts.



ADMINISTRATIVE REPORT

Agenda Item I.5.

Meeting Date: 2/20/2018

Report Prepared by: Joseph D. Angulo, Environmental Project Manager, Engineering

SUBJECT: First Amendment to Agreement for Professional Services with AECOM Technical Services, Inc., for Well Site Design Services, Project No. 114001

REPORT IN BRIEF

Authorizes an amendment to a contract for well design services for a new production water well at the Wastewater Treatment Plant.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving an amendment to an Agreement for Professional Services with AECOM Technical Services, Inc., in the amount of \$15,382 for engineering design services; and,
- B. 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 modifications as conditioned by City Council; or,
- 3. Refer to staff for reconsideration of specific items; or,
- 4. Deny.

AUTHORITY

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

Services with an estimated value greater than \$30,000.00 are made by written contract in accordance with Merced Municipal Code, Title 3 - Revenue and Finance, Chapter 3.04.

CITY COUNCIL PRIORITIES

As provided for in the 2017-18 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 has been installed, Well #2, 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 project generally consists of: the new well installation, submersible pump, concrete pad, electrical service, chlorine feed, pressure tank and associated plumbing.

On April 6, 2015, the City Council awarded an engineering design professional services agreement with AECOM Technical Services, Inc. (AECOM), for the new water well system at the Waste Water Treatment Plant. The contract amendment under consideration is necessary to reimburse AECOM for the following additional costs:

1. After the original design contract was awarded staff discovered that certain reference electrical drawings provided to AECOM for existing plant facilities were not “as-built” drawings but were from previous designs. This discovery necessitated additional research, field confirmation, and design changes by AECOM staff.
2. The City required AECOM engineers to design the new well pump station with power sourced from an existing electrical panel and conduits in a building adjacent to the new well site. AECOM and City staff subsequently determined that the subject panel was at maximum safe power load and this required a design change to acquire power from a different source electrical panel.
3. City staff requested a design change to allow remote operation of the new well that required design modifications.
4. After construction began on the new well plumbing it was determined that the new water line from the well site conflicted with existing sub-grade piping. The City requested AECOM to re-design the piping layout deeper with an associated blow-off valve for future maintenance.
5. The project main contractor, Soracco Junior General Engineering (Soracco), included an electrical subcontractor, Amerine Systems (Amerine), to perform electrical integration services to tie the new system into the existing plant operations. Soracco began the process of submitting electric component data in accordance with contract provisions. The City forwarded these to AECOM staff who subsequently questioned the qualifications of Amerine as the submittals did not meet the project standards. Staff notified Soracco of this finding and they informed the City that Amerine is not qualified to perform the required electrical control integration work. They also advised staff that they are in the process of hiring a new replacement electrical subcontractor. This action will result in the need to re-submit electrical component data for a second review by AECOM’s electrical engineers. The City informed Soracco that AECOM’s additional review costs incurred due their change in subcontractor would be deducted from their contract payments.

Staff recommend approval of the AECOM contract amendment, as the additional services provided were necessary for project completion.

Past Actions

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 Waste Water Treatment Plant. The new well was installed in the summer of 2016.

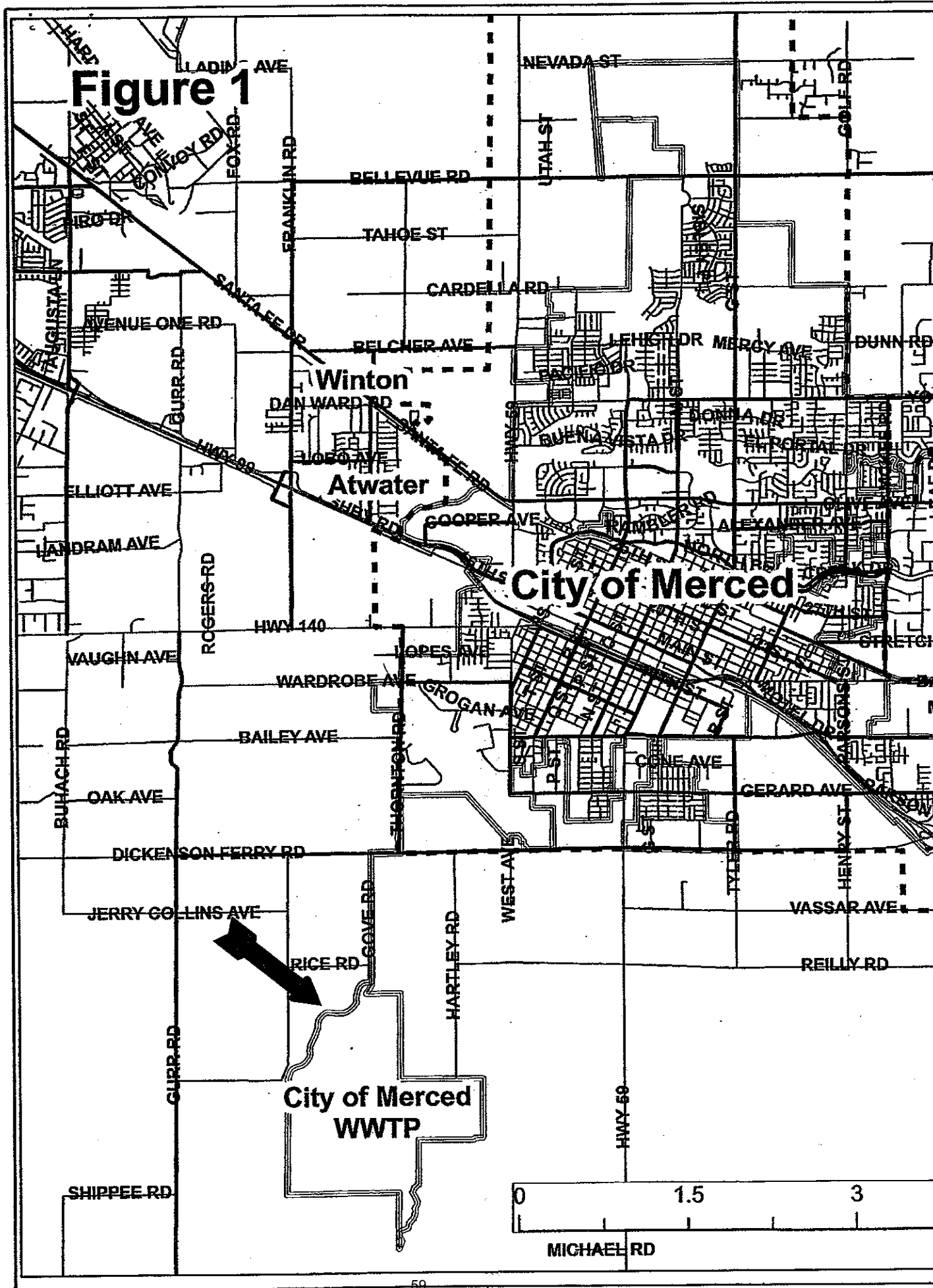
On April 3, 2017, the City Council awarded a construction contract to Soracco Junior General Engineering to build the new Well #2 electrical and plumbing systems to tie the new well into the existing infrastructure.

IMPACT ON CITY RESOURCES

This project was established as a Capital Improvement Project and account 553-1108-637.65-00-114001 contains sufficient funding to complete the project.

ATTACHMENTS

1. Vicinity Map
2. Location Map
3. Contract Amendment





EXISTING WELL
SITE

PROPOSED NEW
WELL SITE

GOVE RD

ATTACHMENT 2

**FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES
(Design Professional)**

THIS FIRSTAMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2018 , by and between the City of Merced, a California Charter Municipal Corporation ("City"), and AECOM Technical Services, Inc., a California Corporation whose address of record is 1360 East Spruce Avenue, Suite 101, Fresno, California 93720, ("Consultant").

WHEREAS, City is undertaking a project to install a new water supply well at the City's Wastewater Treatment Plant; and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated April 6, 2015; and

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

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

1. Section 22, "ADDITIONAL WORK," is hereby added to the Agreement to read as follows:

"SECTION 22. ADDITIONAL WORK. Consultant shall perform the additional work outlined in the proposal from Consultant to City dated January 9, 2018, attached hereto as Exhibit "1".

2. Section 23, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"SECTION 23. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of Fifteen Thousand Three Hundred Eighty-Two Dollars (\$15,382.00) for the additional work described in the proposal attached hereto as Exhibit "1" and in accordance with the rates set forth on Exhibit "1."

3. Except as herein amended, the Agreement dated April 6, 2015 shall remain in full force and effect.

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  1-24-2018
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
AECOM TECHNICAL SERVICES,
INC., A California Corporation

BY: Masood Mesbah
(Signature)

MASOOD MESBAH
(Typed Name)

Its: Vice President
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 95-2661922

ADDRESS: 1360 E. Spruce Ave.
Suite 101
Fresno, CA 93720

TELEPHONE: (559) 490-8309

FAX: (559) 448-8233

E-MAIL: stephen.spencer@aecom.com

AECOM Scope of Services

Amendment No. 1 Additional Design Support for City of Merced New Water Supply Well for Wastewater Treatment Plant

Project Background

This scope and fee has been prepared to amend the current Agreement for Professional Services between the City of Merced and AECOM Technical Services, Inc. executed on April 6, 2015 (Agreement).

AECOM Tasks

AECOM shall perform the following tasks. The task numbering sequence is an extension of the sequence from the current Agreement:

Task 2 – Design and Install Supply Well

During design and construction of the supply well site, several design additions were required by site conditions that increased AECOM's required scope. This amendment documents those additions and requests additional fee to cover out of scope work. AECOM's services will be as described in the following tasks.

Subtask 2.5 Additional Design and Construction Support Services

- AECOM's electrical design efforts were required once it was determined in the field that the WWTP record drawings did not accurately identify those electrical conduits that were assumed available for the Well 2 project at the time our scope and fee was prepared. In order to complete the design work, additional consultation with City staff was required, followed by revision of conduit calculations.
- The original design assumptions, made in consultation with WWTP staff, proposed to draw electrical power for the new well site from the existing electrical panels inside the adjacent solids building. During review of the 90% design, the City determined that the electrical panels inside the building did not in fact have capacity to handle the additional load, and we were directed to modify the design to draw power from the electrical panel outside the building (located adjacent to the main transformer).
- The City's original design intent was to have the Well 2 pump system operate independently from the WWTP's SCADA, with operational data and alarms transmitted back to the City's SCADA system through PLC-9 located in MCC-6A (located inside the building). There was not to be a remote start/stop feature. At the 90% design phase, the City asked that the design be modified to allow remote control of the Well 2 pump site, which required additional design effort.
- Due to utility conflicts, the new water connection from Well 2 had to be moved deeper, creating a low spot in the piping. At the City's direction, AECOM designed a blow off to allow this low spot to be maintained.
- The construction contractor Soracco, Inc. has indicated to the City that their electrical subcontractor is not qualified to provide the necessary integration between the new Well

2 system controls and the existing WWTP SCADA system, and therefore Soracco will need to identify and contract with an integrator separately. AECOM had provided additional review of the controls submittals, has interfaced with Soracco to emphasize the integrator requirements, and will review the new integrator's submittals once received.

Assumptions/Exclusions

Reuse: Any reuse of Consultant-prepared work, except for the specific purposes intended hereunder, will be at City's sole risk and without liability or legal exposure to Consultant or its subconsultants.

Safety: Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, including safety precautions and procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop the work of the construction contractor. In no event shall Consultant be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the City.

Delay: Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly.

Entitled to Rely: Consistent with the professional standard of care and except as otherwise expressly set forth herein, Consultant shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

Opinions of Construction Cost: Any Opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

Hazardous Materials: Notwithstanding anything in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons to hazardous materials in any form, at the project site.

Schedule

Project construction has extended beyond the originally anticipated finish date used to estimate our April 6, 2015 Agreement schedule and cost estimate. At this time, assuming the current project Contractor stays on the project, we anticipate construction ending in May 2018. Therefore, this amendment assumes AECOM's work will be completed in August 2018 (allowing for preparation of record drawings and final start-up support).

Compensation

AECOM shall be compensated monthly with progress payments by the Client for services provided by AECOM during the previous month pursuant to this Amendment No. 1 and in accordance with AECOM's Hourly Rate Schedule contained in the Agreement. Maximum compensation for AECOM's services as described in Task 2.5 shall not exceed \$15,382.00 without the prior written approval of the Client. AECOM's total fee authorized by the Client is presented in the table below.

Date	Contract Summary	Fee
04/6/2015	Original contract	\$138,630
	Amendment 1 – Additional Design and Construction Support Services	\$15,382
	Total	\$154,012

City of Merced
9-Jan-18

**New WWTP Supply Well - Amendment No. 1
Additional Design and Construction Support Services**

Task Description	Personnel Hours							Budget					
	PM/Principal Eng	Principal Elec Eng	Senior Engineer II	Senior Engineer I	Assoc. Engineer II	Design CAD Operator	Technical Typist	Total Hours	Labor	Subconsultants	Other Direct Costs	Total Non-Labor	Total
Task 2 - Design and Install Supply Well													
Task 2.5 Additional Design & Construction Support Services													
Civil, utilities	3				4	6	1	14	\$ 1,795		\$ 72	\$ 72	\$ 1,867
Electrical	3	8	16		8	4	2	41	\$ 6,735		\$ 269	\$ 269	\$ 7,004
Instrumentation	4	8	8	4	8	4	4	40	\$ 6,260		\$ 250	\$ 250	\$ 6,510
Subtotal	10	16	24	4	20	14	7	95	14,790	-	592	592	15,382
Total	10	16	24	4	20	14	7	95	14,790	-	592	592	15,382

Personnel Category	\$/HR
PM/Principal Eng	\$205.00
Principal Elec Eng	\$210.00
Senior Engineer II	\$180.00
Senior Engineer I	\$150.00
Assoc Engineer II	\$125.00
Design CAD Operator	\$100.00
Technical Typist	\$80.00



ADMINISTRATIVE REPORT

Agenda Item I.6.

Meeting Date: 2/20/2018

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

SUBJECT: Office of Emergency Services - Agreement for Temporary Transfer of Vehicular Equipment - Cal OES Fire Engine No. 393

REPORT IN BRIEF

Enter into an agreement for temporary transfer of Cal OES Fire Engine No. 393 between the State of California Governor's Office of Emergency Services and the Merced City Fire Department.

RECOMMENDATION

City Council - Adopt a motion authorizing the City Manager or his Designee to execute the "Agreement for Temporary Transfer of Vehicular Equipment" between the State of California Governor's Office of Emergency Services (State) and the Merced City Fire Department (Assignee) for the transfer of Cal OES Fire Engine No. 393.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Provide direction on specific revision to Agreement; or,
3. Request additional information; or,
4. Continue the matter to a certain date; or,
5. Decline to take action.

AUTHORITY

Charter of the City of Merced, Section 200 - Powers
Charter of the City of Merced Section 501. - City Manager - Powers and Duties.
Charter of the City of Merced Title 8 - Health and Safety.

CITY COUNCIL PRIORITIES

Public Safety as provided for in the 2017-18 Adopted Budget.

DISCUSSION

In order to mitigate the threat of fires and other statewide disasters, the California Governor's Office of Emergency Services (CAL OES) has developed within the State Master Mutual Aid and Disaster Plan, a system which provides fire apparatus and other emergency response resources on loan to local fire agency's until a declared disaster.

Within this program, local government agencies, as an assignee are provided a State fire engine to

use on a daily basis. When a mutual aid request is received from the State, the local agency is required to staff the engine with four people and respond the engine throughout the state as directed. The local government is reimbursed for the cost of staffing during these deployments.

Continuously since May 15, 1989, the Merced Fire Department (MFD) has been the assignee of an Office of Emergency (OES) Type I engine. Throughout the years (1989, 1998, 2001, and 2004) the city has periodically been required to renew the agreement with OES, due to newer equipment being assigned to the city or other changes in the terms of the agreement. The city is being assigned a new Type I Engine (OES 393), therefore, a new agreement needs to be executed.

Vehicle Description:	2017 HME Type 1 Engine
Vehicle Designation:	393
Value of Vehicle:	\$317,980
Value of Hose and Appliances:	\$34,533
Total Value of Engine & Accessories:	\$352,513

IMPACT ON CITY RESOURCES

Continuing to be an OES Engine Assignee creates a positive fiscal impact to the city.

At no cost to the city, the MFD is being provided with a new reserve engine valued at \$317,980 and its hose and appliances valued at \$34,533, which may be placed into service when the need arises. Any maintenance costs for the engine may be absorbed through the current year budget.

Reimbursement for mutual aid may be provided pursuant to a governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, the State of Nevada Cooperative Agreement, or the Interstate Compact as appropriate. The MFD is reimbursed for its personnel costs and a 10% administrative fee.

ATTACHMENTS

1. Agreement for Temporary Transfer of Vehicular Equipment.
2. Certificate of Insurance



January 11, 2018

Mike Wilkinson, Fire Chief
Merced City Fire Department
99 E. 16th Street
Merced, CA 95340

Dear Chief Mike Wilkinson: *mike*

You will find enclosed two copies of Assignment of Equipment Form, and Agreement for Temporary Transfer of Vehicular Equipment covering the assignment of Cal OES Fire Engine No. 393 to the Merced City Fire Department. The Agreement is effective February 21, 2018.

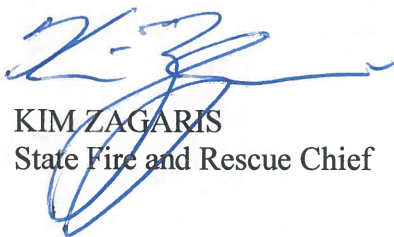
Please have the authorized official sign both copies of the above-mentioned documents and return one original set to our office.

NOTE 1: Cal OES cannot assign the apparatus to your agency until this signed Agreement is returned.

It is required that this office be furnished with a Certificate of Insurance, or a letter certifying self-insurance in accordance with Paragraph 16 and 17 of the Agreement for Temporary Transfer of Vehicular Equipment.

If you have any questions regarding this assignment, please feel free to contact our office.

Sincerely,



KIM ZAGARIS
State Fire and Rescue Chief

KZ/sr
Enclosures

Cc: Mark A Johnson, Region V Fire and Rescue Coordinator
Nancy Koerperich, Merced Operational Area Coordinator
Art Torrez, Cal OES Deputy Chief of Operations
Bill Bondshu, Cal OES Assistant Chief
Javier Lara, Cal OES Assistant Chief

**AGREEMENT FOR
TEMPORARY ASSIGNMENT OF VEHICULAR EQUIPMENT**

THIS AGREEMENT, entered into this 21th day of February, 2018, by and between the Governor's Office of Emergency Services, hereinafter "**CAL OES**" acting by and between its duly appointed and qualified Director of the Governor's Office of Emergency Services and the Merced City Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "**ASSIGNEE**."

W I T N E S S E T H:

WHEREAS, the State of California has purchased fire apparatus and equipment for the purpose of responding to incidents in furtherance of the California Fire Service and Rescue Emergency Mutual Aid Plan; and

WHEREAS, Cal OES is authorized to assign these fire apparatus and equipment to local jurisdictions throughout the State under written agreements to be staged for Cal OES purposes and for use by local jurisdictions for the purposes described below; now, therefore,

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. **ASSIGNMENT.** **CAL OES** hereby transfers possession to **ASSIGNEE** and **ASSIGNEE** hereby accepts possession from **CAL OES** of the fire apparatus and equipment listed on the attached Exhibit "A" which is by this reference made a part hereof, for the period commencing February 21, 2018 for the following all-risk events, emergency incidents, civil defense and disaster purposes, namely:

Mutual aid, multiple alarm events and emergency incidents, emergency incidents threatening properties vital to national defense or important military installations, parades and displays, training of regular, volunteer and auxiliary firefighters and temporary standby for **ASSIGNEE's** regular apparatus and the regular apparatus of other departments while out of service for repairs.

- a. Vehicle Description: 2017 HME Type 1 Engine
Vehicle Designation: 393
Vehicle License Number: 1530507
Vehicle Identification Number: 44KFT4285HWZ22925
Value of Vehicle: \$317,980.00
Value of Hose and Appliances: \$34,533.00

b. Equipment inventories (Exhibit "A") may by mutual concurrence of the **CAL OES** and **ASSIGNEE** be changed during the term of this Agreement, utilizing property accountability procedures established or approved by the State.

2. **TERM.** The term of this Agreement shall be for ten (10) years unless terminated pursuant to the terms of this Agreement.

3. **CONSIDERATION.** Consideration for this Agreement is the mutual benefit the parties will enjoy by having a fire apparatus locally available for use as provided in this Agreement.

State of California
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Fire and Rescue Division

4. HOUSING, MAINTENANCE, REPAIR, AND REPLACEMENT. During the term of this transfer, **ASSIGNEE** agrees to adequately house in an enclosed secure structure, staff, operate, maintain and repair (consistent with section 4b) said fire apparatus and equipment (hereinafter collectively referred to as "the Apparatus" except where it is desired to refer to equipment alone, in which case the term "Equipment" is used) at its sole cost and expense, except as otherwise expressly provided in this Agreement. **ASSIGNEE** also agrees to complete all reports and maintain records consistent with Section 14. Apparatus shall be housed on property of the **ASSIGNEE** in a manner to provide reasonable protection against inclement weather, sabotage, theft, or malicious damage. Apparatus shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by **ASSIGNEE**. Maintenance shall include care of hose, batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor body repairs and periodic testing. Repairs shall include, without being limited to, motor tune-ups, pump repairs, transmission, differential and all running gear, brake and exhaust systems, cooling devices including radiator, pump packing, and equipment assigned to Apparatus.

a. Repairs to the extent of \$100.00 for each individual item of repair shall be the responsibility of **ASSIGNEE**.

b. Repairs to the extent that they exceed \$100.00 for each individual item of repair shall be the responsibility of **CAL OES** on a \$100.00 deductible basis, unless in the judgment of the **CAL OES** the need for repair results from misuse or negligence on the part of **ASSIGNEE** in the maintenance or use of the Apparatus, in which event the cost of each such item of repair above \$100.00 shall also be the responsibility of **ASSIGNEE**. In no event shall **ASSIGNEE** arrange for repairs costing over \$100.00 for any item of repair, whether it is the responsibility of **CAL OES** or **ASSIGNEE**, without first obtaining written authorization from the Cal OES Fire and Rescue Division.

c. Notwithstanding the foregoing, replacement of hose, batteries and tires shall be the responsibility of **CAL OES**, except to the extent **CAL OES** determines that the damage thereto is the result of negligence or misuse on the part of **ASSIGNEE**, in which event **ASSIGNEE** will bear such portion of the replacement cost thereof as the **CAL OES** deems equitable. Procurement of tires, hose and batteries is subject to State fiscal policies and procedures, and written approval must be obtained from the Cal OES Fire and Rescue Division prior to procurement.

d. Maintenance and repairs must be requested and authorized pursuant to the most recent version of the Cal OES Fire and Rescue Division Operations Bulletin #18, which is hereby incorporated into this Agreement by reference.

e. Repair or replacement of the Apparatus transferred hereunder which is consumed, lost, stolen, damaged or destroyed during mutual aid operations when **CAL OES** has dispatched or directed the dispatch of said Apparatus through Regional or Operational Area Fire and Rescue Coordinators, or when **CAL OES** has reassigned said Apparatus pursuant to the provisions of paragraph 11 of this Agreement, shall be the responsibility of **CAL OES**, providing that any such loss or damage shall be the responsibility of **ASSIGNEE**, if due to the negligence of **ASSIGNEE**. **ASSIGNEE** agrees that it will assume responsibility in full for the repair or replacement of Apparatus that has been consumed, lost, stolen, damaged or destroyed in

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Fire and Rescue Division

operations **ASSIGNEE** has directed or controlled.

f. **ASSIGNEE** must request from **CAL OES**, in writing, permission to make any and all changes to assigned fire apparatus and equipment. Furthermore, **ASSIGNEE** will not make modifications, changes, adjustments, or additions, including decals or stickers, to Apparatus without prior written approval from **CAL OES**.

5. **INSPECTION OF APPARATUS.** **ASSIGNEE** agrees that representatives of the Cal OES Fire and Rescue Division and other authorized State personnel may inspect the Apparatus at any time.

6. **STAFFING.** Reasonable and continual training shall be carried on so that trained personnel shall at all times be available to staff and operate said Apparatus. The **ASSIGNEE** shall provide personnel to staff the assigned apparatus per FIREScope ICS standards. The Cal OES engine may be assigned to out of area assignments for up to 14 days, plus travel time. When local government personnel, staffing Cal OES Apparatus, are committed to extended assignments there may be a need to replace or rotate personnel. Personnel rotation will follow the direction outlined in the California Fire Assistance Agreement when assigned to an incident within California. Crew rotation for incidents outside of California shall be consistent with the appropriate forest's agencies policy and coordinated by Cal OES.

7. **PERSONAL PROTECTIVE EQUIPMENT (PPE) AND SPECIALIZED EQUIPMENT.** In addition to providing the standard complement of firefighting PPE, it shall be the **ASSIGNEE'S** responsibility to provide its personnel with all other PPE that may be required by NFPA 1901, other NFPA Standards, and California Title 8. This shall include, but not be limited to, one Traffic Vest (ANSI / ISEA 207) for each seating position. In addition, we recommend chainsaw chaps be provided. In addition, an automatic external defibrillator (AED) has been added to "Miscellaneous Equipment" in NFPA 1901. To provide consistency with the **ASSIGNEE'S** equipment, it shall be the **ASSIGNEE'S** responsibility to provide this device for use on the assigned engine.

8. **TRAINING.** Personnel assigned shall meet wildland fire and ICS standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1, Wildlife Qualification System Guide (current edition). Personnel assigned to Cal OES Engine's shall meet Rescue System I standards as certified by the California State Fire Marshal, or have completed an equivalent course that meets or exceeds Rescue System I curriculum.

9. **DISPATCHING.** All movement of the Apparatus shall be handled through the official dispatching channels of **ASSIGNEE**. **ASSIGNEE** dispatchers will recognize and act on all official requests for movement of the Apparatus in conformance with the Fire and Rescue Annex (California Fire and Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. **CAL OES** reserves the right to dispatch, direct the dispatch of, or temporarily reassign the Apparatus whenever, in the opinion of the Director of Cal OES, his representatives or Operational Area and Regional Fire and Rescue Coordinators, such Apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the State.

10. **MUTUAL AID RESPONSE.** Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.

11. **REIMBURSABLE RESPONSE.** Reimbursement for mutual aid may be provided pursuant to a

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governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, the State of Nevada Cooperative Agreement, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.

12. TEMPORARY USE. **ASSIGNEE** shall be permitted to use the Apparatus for temporary cover of fire stations when emergency conditions warrant, or when regular apparatus is out of service for repairs and a closer engine cannot cover the gap. In either case, the **ASSIGNEE** shall immediately notify the Operational Area Dispatch Center and the Cal OES Fire Duty Chief. The **ASSIGNEE** further agrees that Cover-in or Standby of said Apparatus exceeding 30 days is at the discretion of the **CAL OES**.

13. TEMPORARY TRANSFER.

a. A sub-assignment of the Apparatus or any portion thereof by **ASSIGNEE** for any period not exceeding seven consecutive days within a given Operational Area may be made with the consent of the Operational Area Fire and Rescue Coordinator and the **CAL OES**, providing that at the time such Apparatus is received, such Sub-Assignee furnish **ASSIGNEE** and **CAL OES** a letter to the effect that he assumes all obligations of **ASSIGNEE** with respect to such Apparatus under this Agreement during the period of assignment, including insurance coverage in accordance with Section 16 or 17, as appropriate. Any sub-assignment by **ASSIGNEE** for a period of more than seven consecutive days shall be subject to authorization by the **CAL OES** and execution of an "Agreement for the Temporary Transfer of Vehicular Equipment," with the agency requesting the transfer.

b. Whenever Apparatus is assigned in accordance with the provisions of this paragraph, regular **ASSIGNEE** shall be relieved of its obligations under this Agreement during such period of sub-assignment.

c. Complete a written Temporary Cal OES Apparatus Assignment Record, Exhibit "B". The **ASSIGNEE** will retain one copy, the Sub-Assignee will retain one copy, and one copy will be forwarded to the Cal OES Fire and Rescue Division.

14. REPORTS AND RECORDS. **ASSIGNEE** shall maintain daily and monthly reports on the details of Apparatus use on Cal OES F-101 Form. A Smoke Opacity Test, Pump Test, Hose Test, and Ladder Test shall be the responsibility of **ASSIGNEE** and completed annually. Written results of all tests and reports shall be forwarded to the Cal OES Fire and Rescue Division by the end of the calendar year. A recent copy of the tests and reports shall be maintained in the vehicle logbook.

15. REPORT OF ACCIDENTS. **ASSIGNEE** shall immediately notify the Cal OES Fire and Rescue Division following any and all accidents involving the Apparatus. It shall be the responsibility of **ASSIGNEE** to fill out State Form 270, "Report of Automobile Accident," and file the report with the Governor's Office of Emergency Services. A copy of this report shall be retained by the **ASSIGNEE** and the original and four copies forwarded to Cal OES.

16. INSURANCE PROTECTION. (Non- State Agencies)

a. **ASSIGNEE** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **ASSIGNEE** and **CAL OES** for liability and/or property damage with a combined

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single limit of \$1,000,000.00 per occurrence, by means of a Certificate of Insurance naming the State of California as Additional Insured. Said certificate shall contain an Agreement by the insurance company that it will not cancel said policy without 15 days prior written notice to the **CAL OES** and that the **CAL OES** is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the apparatus including VIN, state license number, and Cal OES unit number.

b. In the event the **ASSIGNEE** is self-insured, **ASSIGNEE** in lieu of a certificate of insurance shall furnish **CAL OES** a written statement of such fact. In such event, **ASSIGNEE** agrees to hold the **CAL OES** harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the Apparatus under the terms of this Agreement.

c. Physical damage insurance, including collision coverage and comprehensive coverage, shall be obtained. The State of California will be named as a loss payee. In the event of a non-total loss, **ASSIGNEE** is responsible for returning Apparatus to original standard. The description of the vehicle and the necessary amount of insurance required is outlined in attached Exhibit "C" which is by this reference made a part hereof.

17. INSURANCE PROTECTION. (State Agencies) Any insurance necessary for coverage of the apparatus shall be the sole responsibility of the department having custody of the vehicle, including when it directs, dispatches, and controls the use of the Apparatus. **ASSIGNEE** agrees to report Apparatus as being under its control to the Insurance Officer, Department of General Services.

18. TERMINATION OF AGREEMENT.

a. Either party may terminate this Agreement upon 14 days written notice to other party, or **ASSIGNEE** may relinquish or **CAL OES** may repossess any portion of the Apparatus upon like notice to the other party, except that **CAL OES** may repossess any portion thereof without written notice whenever it deems the same is not being maintained in accordance with this Agreement.

b. Upon the termination of this Agreement, **ASSIGNEE** agrees to return said Apparatus in the same condition as received, reasonable wear and tear, acts of God, and conditions over which it has no control excepted.

c. As inventory changes occur, or items of equipment are replaced, deleted or added by the **CAL OES** or replaced by **ASSIGNEE**, it is mutually agreed that no amendment to this Agreement need be made at the time of the change; provided however, at the termination of this Agreement a complete reconciliation of all equipment will be made. **ASSIGNEE** further agrees that all replacements for equipment or apparatus will be made with identical or substantially like items as approved by the **CAL OES**.

d. Nothing in this Agreement shall be construed to create a new property interest or right of action for the **ASSIGNEE**.

19. UNAUTHORIZED USE OF CAL OES APPARATUS AND EQUIPMENT. Use of this Apparatus other than as specified in Paragraph 1 will be considered a breach of this Agreement.

20. USE OF RADIO EQUIPMENT

a. **CAL OES** will furnish at **CAL OES'S** sole cost, radio equipment installed in the Apparatus to be operated on the following frequencies: **151.145 - 170.925**.

b. **CAL OES** agrees to maintain said equipment without cost to **ASSIGNEE**.

c. The **ASSIGNEE** agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission.

d. Ownership of said equipment is in the **CAL OES**, and all applications to the Federal Communications Commission seeking authority to add, modify, or replace radio equipment covered by this Agreement shall be made by and in the name of the State of California. To activate this Agreement and in compliance with the control requirements of the Communications Act of 1934, as amended, the **CAL OES** hereby deputizes the Chief of the agency of said **ASSIGNEE**, and such volunteers, regularly employed and salaried assistants as shall be designated by the Chief of the agency as his agents to operate said radio equipment as specified in Paragraph "c" above.

e. **CAL OES** assumes no liability hereunder for claims or losses accruing or resulting to any person, firm or corporation furnishing or supplying work, services or material or services in connection with the performance of this Agreement or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by performance of either party hereunder.

21. NOTICES. All correspondence and notices required or contemplated, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the **ASSIGNEE** at Merced City Fire Department, 99 E. 16th Street, Merced, CA 95340, and to the **CAL OES** at Governor's Office of Emergency Services, Fire and Rescue Division, 3650 Schriever Ave., Mather, CA, 95655. The address to which notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinabove provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

22. ALTERATION. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding 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.

23. WAIVER. The **CAL OES** may in its sole discretion and for such good cause as it determines waive in writing in whole or in part any requirement of this Agreement that apparatus and/or equipment shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific apparatus or equipment to which it refers.

24. JURISDICTION AND VENUE. This Agreement, and any dispute arising from the relationship

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

between the parties to this Agreement, will be governed by the laws of the State of California.

25. WHOLE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto, with respect to the subject matter hereof. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement upon the date first above written.

ASSIGNEE:

Merced City Fire Department _____

By _____
Mike Wilkinson, Fire Chief

CAL OES:

Mark Ghilarducci _____
Director,
Governor's Office of Emergency Services

By  1/11/18
Kim Zagari, State Fire and Rescue Chief

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

EXHIBIT "A"
EQUIPMENT INVENTORY: OES 389 +

ENGINE NUMBER: 393	LICENSE NUMBER: 1530507	VIN NUMBER: 44KFT4285HWZ22925
1 Adapter, 6" x 2-1/2", DF Hydrant		1 Reducer, 2-1/2" NH F to 1-1/2" NH M
1 Adapter, 6" x 4", DF Hydrant		1 Reflector Kit, 3-Unit
1 Adapter, 6" x 4-1/2", DF Hydrant		2 Rope, 1/2" x 100', Utility
1 Axe, Pickhead		1 Shovel, Long Handle, Round Point, Fiberglass Handle
2 Block, Chock		1 Siamese, 2-1/2"
2 Cans, Fuel		2 Soft Suction Hose, 3" x 12'
4 Cap, 2-1/2" Discharge		1 Strainer, Class A Foam (in fill tower)
1 Chain, Tow 25', w/Grab Hooks		1 Strainer, 1 1/2" Hard Suction Hose
1 Clamp, Hose (Hebert)		1 Strainer, 6" Hard Suction Hose
2 Clamp, Hose (Wildland)		4 Strap, Hose and Ladder
5 Cones, Traffic w/reflective band		3 Tee, Wildland 1 1/2" NH M/F x 1" NPSH
2 Coupling, 2-1/2", DF		2 Wrench, Adjustable Hydrant
2 Coupling, 2-1/2", DM		2 Wrench, 1 1/2"-1 1/4", Forestry
2 Cover, Salvage (Canvas)		1 Wrench, Suction Hose Spanner
1 Crank, Hose Reel		4 Wrench, Hose Spanner
1 Cutter, Bolt, 30"		1 Wye, Gated 2-1/2" NSF x 2-1 1/2" NSM
1 Fire Extinguisher, 5#		*****US&R INVENTORY*****
1 First Aid Kit		1 Axe, Flathead
1 Floto-Pump, Cal OES# 170153 Serial# 1707755		1 Backboard, w/4 Straps
1 Backpack, Thermo-Gel		1 Backboard, Head Immobilizer
1 Thermo-Gel - Pick-up Tube		2 Bar, Claw, Wrecking, 3'
1 Thermo-Gel - Eductor, Hose & Nozzle		4 Bar, Pinch Point, Pry, 60"
2 Thermo-Gel - Concentrate, 5 Gal.		3 Belt, Carpenter
1 Generator w/light, 2,000 W, Cal OES# 170154		12 Blade, Hacksaw, Carbide
Serial#1541404		2 Blanket, Disposable
2 Hammer, Sledge, 8-10 lb.		27 Carabiner, Locking, "D", 11 mm
8 Hose, 1" x 100', NPSH		1 Chainsaw, w/ carbide chain and tool kit, Cal OES# 170161
1 Hose, 1-1/2" x 35', Truck Protection Line		Serial# 181663717
12 Hose, 1-1/2" x 50', NH		2 Chisel, Cold, 1" x 7-7/8"
10 Hose, 1-1/2" x 100', NH Forestry		2 Chemical Light Kit
24 Hose, 3" x 50', NH		2 Cribbing & Wedge Kits
2 Hose, Booster 1" x 100' NPSH		2 Edge Protectors
1 Hose, Hard Suction 1 1/2" x 10'		1 Emergency Signaling Device (Whistle)
2 Hose, Hard Suction 6" x 10'		2 Friction Device, (Fig. 8 w/ Brake Bar Rack)
1 Hose, Soft Suction 6" x 12'		2 Hacksaw
1 Increaser, 1" NPSH F to 1-1/2" NH M		2 Handsaw, Crosscut, 26"
1 Intercom Set		3 Hammer, Framing, 24 oz
1 Ladder, 10' Attic		4 Hammer, Sledge, 3-4 lb., Short
1 Ladder, 14' Roof		2 Harness, Body, Commercial (Class 2 or better)
1 Ladder, 24' Extension		2 Haul Bag
4 Lantern, Hand, 12 Volt		2 Jack, Hydraulic w/Handle (8 ton)
5 Lights, for Traffic Cones, flashing amber		2 Kernmantle, 1/2" x 150', Static, NFPA Approved
1 Log Book, w/Credit Card		1 Knife, Utility
1 Mallet, Rubber		3 Level, 6"
2 McCleod / Thau Claw		1 Litter & Litter Cover
1 Mount, Ground, Deluge		1 Litter Pre-rig
4 Nozzle, 1", Combination		2 Load Release
5 Nozzle, 1 1/2", Combination (2 structural / 3 wildland)		6 pr Loop, Prusik
1 Nozzle, Deluge Set w/Stream Straightener and Tips 1-3/8", 1-1/2", 1-3/4", 2"		1 Marking Kit, Building
1 Nozzle, Deluge Combo, 500 - 1,250 gpm		2 Multipoint Collection Plate
1 Nozzle, 1 1/2", Foam, Air Aspiration		3 Nails, (25 lbs. Each: 16d, 8d)
1 Nozzle, 2 1/2", Fog		6 Picket, Steel, 1" x 4'
2 Nozzle, 2 1/2", Shutoff w/Tips		3 Pulley, Rescue, Prusik Minding
1 Cal OES Operations/Maintenance Bulletins		1 San Francisco Hydrant Adaptor, 3" NHF to 2 1/2" NHM
2 Pike Pole (6' & 8')		1 Shovel, Scoop, "D" Handle, Fiberglass Handle
2 Plug, 2-1/2" Suction		1 Shovel, Long Handle, Square Point, Fiberglass Handle
1 Pulaski		3 Square, (Tri or Speed)
1 Radio, Bendix-King, Handheld Serial# 1639155		1 Square, Framing, 24"
Cal OES# 170162		3 Tape Measure, 25'
DGS#		2 Tape, Barrier
1 Radio, Kenwood, Mobile Serial# B6A00062		2 Tape, Duct
Cal OES# 170163		1 Took Kit
DGS#		1 Trauma Kit
1 Reducer, 1-1/2" NH F to 1" NPSH M		1 Webbing Kit, (6 ea: 1"x5', 1"x12', 1"x15', 1"x20')

REMARKS: _____

ACCEPTED BY: _____ TITLE: _____

DEPARTMENT: _____ DATE: _____

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICE
Fire and Rescue Division

EXHIBIT "B"
TEMPORARY CAL OES APPARATUS ASSIGNMENT RECORD

NO.	ARTICLE	CAL OES DECAL	QUANTITY
1.	1,250 gpm Triple Combination Fire Engine, complete with equipment per attached Exhibit "A" of Agreement for Temporary Transfer of Vehicular Equipment.	Cal OES 393	1
2.	License No: <u>1530507</u>		
3.	VIN No: <u>44KFT4285HWZ22925</u>		
4.	Engine No: <u>393</u>		
5.	Proof of Insurance: _____		
6.	Inventory Completed: _____		
7.			
8.			
9.			
10.			
11.			

REASON FOR TEMPORARY TRANSFER: New Assignee

SIGNATURES:

PERMANENT ASSIGNEE

Date _____

TEMPORARY ASSIGNEE

Date _____

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICE
Fire and Rescue Division

EXHIBIT "C"
INSURANCE REQUIREMENTS

Part of the Agreement through which the State makes a temporary transfer of vehicular equipment is the Agreement on the part of the ASSIGNEE to furnish certain evidence of insurance. Your organization, as an ASSIGNEE of equipment, will want to be mindful of these requirements and assure they are complied with. If self-insured, in lieu of a certificate of insurance, a written statement of self-insurance shall be furnished on official letterhead and agreeing to hold Cal OES harmless from any personal injury or property damage claims arising out of the maintenance, use or operation of the Apparatus.

Liability Insurance

A certificate of insurance shall be furnished to the State providing minimum limits of insurance as follows:

BODILY INJURY and PROPERTY DAMAGE LIABILITY \$1,000,000.00 PER OCCURENCE

A certificate of insurance will have the following provisions included:

1. The State of California shall be named Additional Insured.
2. The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the State.
3. The State shall not be responsible for premium or assessments.
4. Certificate of Insurance must include the description of the Apparatus including identification number, State license number and Cal OES unit number.

Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the vehicle and equipment. The State will look to your organization for reimbursement for repair or replacement cost in the event the vehicle or equipment is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God and conditions over which your organization has no control.

Description of Apparatus

<u>VEHICLE</u>	<u>VALUE</u>
<u>2017 HME Type 1 Engine</u>	<u>\$317,980.00</u>
License Number: _____	1530507
VIN Number: _____	44KFT4285HWZ22925
Engine Number: _____	393

EQUIPMENT

Hose and Appliances	<u>\$34,533.00</u>
---------------------	--------------------

Central San Joaquin Valley Risk Management Authority
1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100 csjvrmacerts@bickmore.net

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 40327212

Certificate Holder: State of California
Office of Emergency Services

Attn: Kim Zargaris
3650 Schriever Avenue
Mather, CA 95655

Covered Party: City of Merced

Description of Covered Activity: As respects the Temporary Transfer of Vehicular Equipment Agreement between the State of California and the City of Merced regarding the assignment of Cal OES 393, 2017 HME Type-1 Engine, State License Number 1530507, and Identification Number 44KFT4285HWZ22925 to the Merced City Fire Department; the State of California is an additional covered party with regard to any negligent acts or omissions of the City of Merced, its officers, officials, employees, and volunteers.

Memorandum of Coverage Number: CSJVRMA 2017-GL

Effective Date: 2/21/2018

Expiration Date: 7/1/2018

Limits: \$1,000,000 (per occurrence)

The Following Coverage is in effect: General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

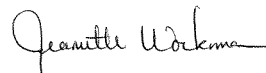
This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the CSJVRMA, which is available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 2/12/2018

Renewal: Yes **Excess Certificate Issued:** No

Authorized Representative Signature:





ADMINISTRATIVE REPORT

Agenda Item I.7.

Meeting Date: 2/20/2018

SUBJECT: Agreement for Professional Services Contract with NexLevel Information Technology, Inc. for Needs Assessment, Procurement Services of Enterprise Resource Planning (ERP) Systems, and Phase 1 Project Management

REPORT IN BRIEF

Consider approving an agreement for professional services contract with NexLevel Information Technology, Inc. for needs assessment, procurement services of enterprise resource planning (ERP) systems, and phase 1 project management.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving the Professional Services Agreement for \$97,750 with NexLevel Information Technology, Inc.
- B. Approving the NexLevel Optional Project Management Assistance for Phase 1 on a time and materials basis not to exceed \$170,688.
- C. Authorizing the City Manager or Assistant City Manager to execute the necessary documents.

ALTERNATIVES

- 1. Approve as recommended by Staff; or
- 2. Deny; or,
- 3. Refer to Staff for further evaluation.

AUTHORITY

Charter of the City of Merced, Section 3.04.28

CITY COUNCIL PRIORITIES

As provided for in the 2017-18 Adopted Budget.

DISCUSSION

History

In 1989 the City procured an Enterprise Resource Planning (ERP) software package from H.T.E; now called Superion through various acquisitions.

The City has used this software package for the last 29 years to operate the core business systems

for the City. The ERP software suite is responsible for managing the City's' Accounts Payable, Accounts Receivable, Asset Management, Budgeting, Building Permits, Cash Receipts, Code Enforcement, Fixed Assets, Fleet Management, General Ledger, GMBA, Inventory, Job Costing/ Capital Projects, Land Management, Payroll, Purchasing, Utility Billing, Work Orders, and more. This technology solution is premised around the concept of a mainframe computer system with City staffed programmers. This business model is not sustainable and is no longer a best practice for public agencies. As technology has evolved and moved forward, the ability to attract qualified programmers in this legacy technology is increasingly difficult.

Between the years, 2014-2018, several events have occurred that has further escalated the need to replace the system.

1. Both City employees' with the knowledge, skills, and ability to program the mainframe have retired. All recruitment efforts have failed to find skilled applicants.
2. The City amended the contract with Superior to take on the duties of the retired City mainframe programmers. Superior has a shrinking customer base, which has caused them to retire or layoff approximately 75% of their programming staff that support the system.
3. The City hired an independent contractor to augment the knowledge, skills, and abilities of the I.T. staff to support the City Departments' operational needs. The contractor is a former Superior employee and is very knowledgeable in the product but only works 25 hours per week. One part-time contractor cannot keep up with all the departments' requests for change. The City now almost exclusively relies upon contractors, vendors and volunteers to program and make changes to the system.

The City issued a Request for Proposal in late 2017 for Professional Services for a Needs Assessment, RFP and Procurement of an Enterprise Resources Planning (ERP) Systems and Project Management assistance. The City formed a committee of twenty employees that represented all departments to select a vendor that would best interpret the needs of the City for new ERP Systems.

Five vendors responded to the RFP. After reviewing the RFP response material, oral interviews, and calling references the evaluation committee scored the vendors based on the table below.

Vendor	Cost	Evaluation Committee Combined Score	Ranking
NexLevel	\$97,750	89.2	1
BerryDunn	\$89,890	87.1	2
Baker Tilly	\$88,130	83.7	3
Soft Resources	\$110,700	75.6	4
Elert & Associates	\$251,221	62.4	5

NexLevel is a highly qualified vendor that works exclusively with municipalities. One of its core

businesses is helping local government's procure Enterprise Resource Planning (ERP) systems. NexLevel has performed similar scopes of work as outlined in our RFP for the City of Folsom, City of Fremont, City of Galt, City of Glendale, City of San Ramon, and City of Santa Clara.

The City of Merced previously worked with NexLevel on a small project in 2015. Their staff were very skilled and knowledgeable. All reference checks gave NexLevel high marks for the services they provided.

The Needs Assessment and Procurement of Enterprise Resources Planning (ERP) systems is anticipated to take NexLevel and the City approximately 6 months to complete. The first step in the process will define our business and technical requirements, create A Request for Proposal (RFP) for new ERP Systems.

Once the Needs Assessment and RFP is crafted, NexLevel will advise the City through the selection and procurement process for replacement ERP software suites. NexLevel will also assist the City on obtaining the best contractual terms and pricing. NexLevel does not sell ERP software.

In comparing the top 3 vendors we recommend engaging in the optional project management component from the RFP with NexLevel on a time and materials basis not to exceed \$170,688 including travel during Phase 1 of the project to assist in project management. NexLevel would assist the City in project implementation assistance which could include chart account analysis and mapping, conversion assistance, quality assurance, testing support, and other services that will ensure a successful implementation.

Top 3 Vendors	Optional Project Management Cost
NexLevel	\$170,688
BerryDunn	\$354,000
Baker Tilly	Did not quote a price

Future Actions

It is estimated to take 4 to 5 years to complete the process of transitioning off Superion system to a modern software suites at an estimated cost between \$2 million and \$4 million. Once NexLevel completes the Needs Assessment and RFP the pricing estimate will be further refined. This will be an ongoing project stretching over multiple years needing funding and approval by Council for each of those subsequent years of implementation. The RFP will be written in a manner that will require bidding vendors to provide multi-year funding options.

IMPACT ON CITY RESOURCES

Funding is available in the Fiscal Year 2017-18 approved budget.

ATTACHMENTS

1. Agreement for Professional Services

2. Request for Proposal
3. NexLevel RFP Submittal

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Nexlevel Information Technology, Inc., a California corporation, whose address of record is 6829 Fair Oaks Blvd., Suite 100, Carmichael, CA 95608 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to procure an Enterprise Resource Planning (ERP) System to replace the City's current system; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide procurement and selection services in connection with said project.

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

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the procurement and selection services described in Exhibit "A" attached hereto.

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

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

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an

invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Ninety-Seven Thousand Seven Hundred Fifty Dollars (\$97,750.00).

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

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

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

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

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of

competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the

Consultant.

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

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

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

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed

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

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

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

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

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

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the

provisions of the Agreement itself, the terms of the Agreement shall control.

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

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

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

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

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

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

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

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  1-24-2018
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
NEXLEVEL INFORMATION
TECHNOLOGY, INC.,
A California corporation

BY: 
(Signature)

Terry Hackelman
(Typed Name)

Its: Secretary and Chief Financial Officer
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 68-0464968

ADDRESS: 6829 Fair Oaks Blvd.,
Suite 100

TELEPHONE: 916-692-2000

FAX: 916-692-2022

E-MAIL: terry.hackelman@nexlevelit.com

EXHIBIT A

Scope of Work/Background

NexLevel offers our clients proven methodologies and tools designed specifically to meet the unique needs of public sector agencies. Since our inception, we have invested in and developed methodologies, tools, and supporting processes designed specifically for the unique needs and requirements of California local government agencies. NexLevel constantly reviews and updates the knowledge base included in these toolkits based on experience with our clients. Our clients benefit directly from our processes, tools and methodologies, as we share these with our clients and in working collaboratively with our clients are able to leave behind the tools, processes, and methodologies to be used in future projects.

NexLevel understands the City's RFP Scope of Work includes the following;

- ◆ Conduct initial planning including establishing an overall project plan, risk assessment, change management plan and budget
- ◆ Perform needs assessment, process documentation, and system requirements
- ◆ Prepare a Request for Proposal (RFP)
- ◆ Facilitate proposal evaluation activities to include attending evaluation meetings, performing reference checks, facilitating product demonstrations, assisting with contract negotiations, and establishing a document repository

NexLevel has a successful history of providing services to meet all the City's RFP requested services, as well additional processes and deliverables to ensure selection of the best fit solution and a comprehensive agreement that guides a successful implementation.

For this project, NexLevel is proposing the use of our proven five phase procurement and selection methodology. Our methodology provides a comprehensive framework that will address all the City's RFP requirements. The five phases include:

1. The **"Initiate"** phase will establish the foundation for effective communication and the successful completion of the project.
2. The **"Requirements"** phase will be conducted and encompass a thorough discovery of the City's specific objectives and needs to ensure all the features, functions and requirements (e.g. user, interface, conversion, technical, etc.) necessary are defined and documented and communicated through the resulting documents for inclusion in the RFP.
3. The **"RFP"** phase will be managed to meet the procurement requirements of the City.
4. The **"Select"** phase will provide the structure for a fair and organized means to complete the review and decision process to select the best solution presented.
5. The optional **"Negotiate"** phase will result in formal completion of agreements with the selected ERP solution vendor and the City.

Figure 3 on the following page provides an overview of the phases, activities, and deliverables for our proposed methodology.

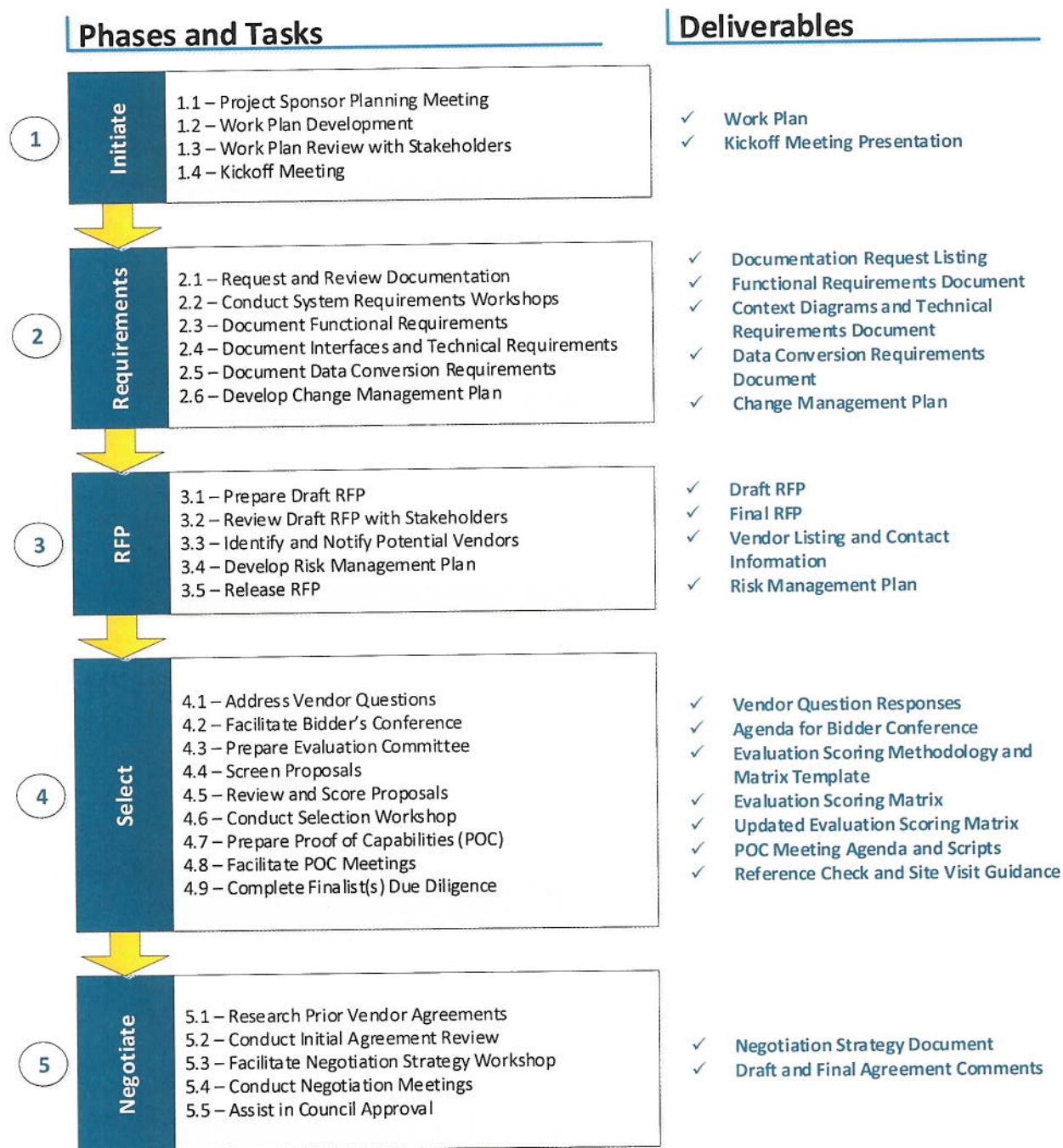


Figure 3 – Methodology Overview

In the following pages, we provide a detailed discussion of each phase.

Phase 1 - Initiate

The purpose of the Initiate Phase is to prepare for, and initiate, the project under a well-defined work plan. This phase includes confirming our understanding, as well as the understanding of the stakeholders, regarding the scope of work and the process for accomplishing the overall objectives of the project.

The following table provides a detailed discussion of what each task will entail.

Table 3– Initiate Phase Tasks and Deliverables

1.1 Project Sponsor Planning Meeting
<p>TASK DESCRIPTION: NexLevel will meet on-site with the City’s Project Sponsor and other key staff to complete a detailed review the scope of work, project timeline, deliverables, project status methods, project participants (i.e. sponsor, subject matter experts, technical resources, etc.), and other items to ensure a well-planned project. During this meeting, NexLevel will discuss the tools and templates that will be leveraged.</p>
1.2 Work Plan Development
<p>TASK DESCRIPTION: NexLevel will publish a Work Plan that identifies the project approach, methods, tasks, activities, resources, schedule, budget, deliverables, issue and risk management, and major milestones. NexLevel understands that our timeline will be driven by the objective to have a software vendor selected by the summer of 2018.</p> <p>DELIVERABLE: Draft Work Plan</p>
1.3 Work Plan Review with Stakeholders
<p>TASK DESCRIPTION: NexLevel will facilitate an on-site meeting with the Project Stakeholder and key project staff to review and obtain feedback on the proposed Work Plan. The goal of this meeting will be to obtain consensus on the Work plan and a commitment to support the Work Plan.</p> <p>DELIVERABLE: Final Work Plan</p>
1.4 Kickoff Meeting
<p>TASK DESCRIPTION: Since the project will have an enterprise-wide impact, it is important to proactively communicate with all impacted staff to ensure a clear understanding of project goals and objectives, roles and responsibilities, approach, tasks, and timeline. The Kickoff Meeting also provides the opportunity to introduce the NexLevel team to City staff and should involve senior level management and project sponsors to provide introduction of this City-wide endeavor.</p> <p>NexLevel anticipates that scheduling all key City staff to be in a specific location, at a specific time, may be difficult. Therefore, if necessary, NexLevel is prepared to conduct two project kickoff meetings. It is important that all City staff that will be involved in the project, regardless of their role, participates in a project kickoff.</p> <p>DELIVERABLE: Kickoff Meeting Presentation</p>

Phase 2 - Requirements

This phase will allow NexLevel to develop an accurate and clear understanding of the current environment, as this provides the initial baseline from which alternatives will be evaluated. In addition, during this phase it is necessary to identify and prioritize future system features and functions. A key success factor to selecting a best fit solution is having a comprehensive understanding of the City’s true needs and requirements.

The following table provides a detailed discussion of what each task will entail.

Table 4 – Requirements Phase Tasks and Deliverables

2.1 Request and Review Documentation
<p>TASK DESCRIPTION: NexLevel understands that City staff has limited time to dedicate to this project. Consequently, we will make all efforts to be as prepared as possible before asking for staff time. To accomplish this, NexLevel will request documentation to familiarize ourselves with the current environment, processes, procedures, policies, transaction levels, organizational responsibilities,</p>

reports, technical documentation, etc. It is not NexLevel's intent to create work for the staff with this task - if requested documentation doesn't exist, then it should not be created now.

DELIVERABLE: Documentation Request Listing

2.2 Conduct System Requirements Workshops

TASK DESCRIPTION: NexLevel will conduct face-to-face interviews (workshops) with the City's functional subject matter experts in all City departments. For the Finance Division interviews, the workshops will occur at a functional level (i.e. general ledger, budget, fixed assets, accounts receivable, inventory, purchasing, accounts payable, payroll, grant and project accounting, treasury, human resources, etc.). For other City departments, a single workshop per department will provide the information necessary to complete an analysis of potential ERP applicability for those department functions.

In some cases, NexLevel may follow up the workshops requesting that staff demonstrate work practices. The interviews will document current processes, practices, policies, and procedures related to the City's use of the ERP system. The workshops will also explore unmet needs and focus on identifying new features and functions that can improve the existing operations.

NexLevel's approach to conducting the requirements workshops involves more than just gathering information from the City's subject matter experts. It includes educating and/or collaborating with staff on best practices and how evolving technology capabilities (i.e. workflow, reporting, integration, dashboards, document management, etc.) can be applied to the future environment.

DELIVERABLE: Functional Requirements Document

2.3 Document Functional Requirements

TASK DESCRIPTION: NexLevel will utilize the information gathered during Task 2.2 above to document the City's existing and desired functional requirements so that potential vendors have a full understanding of the City's requirements.

DELIVERABLE: Updated Functional Requirements Document

2.4 Document Interfaces and Technical Requirements

TASK DESCRIPTION: NexLevel will identify potential required or desired interfaces or integration opportunities between the ERP system and other data repositories. This helps ensure that an integration point or interface is not missed. As part of this task, NexLevel will work with City staff to identify any interface standards that should be included in the RFP (i.e. City preferred interface methods).

DELIVERABLE: Context Diagrams and Technical Requirements Document

2.5 Document Data Conversion Requirements

TASK DESCRIPTION: NexLevel will document the City's desired data conversion and migration requirements so that potential vendors can include the costs and approach for completing the conversion in their proposals. NexLevel will meet with the City's technical and business subject matter experts to identify and document data migration and conversion requirements. NexLevel will provide consultation with regards to the pros and cons of the possible approaches/strategies and provide recommendations.

DELIVERABLE: Data Conversion Requirements Document

2.6 Develop Change Management Plan

TASK DESCRIPTION: Acknowledging and recognizing that change will be imminent when proceeding with a new ERP implementation, we recommend that the City adopt an OCM (Organizational Change Management) Plan to assist in resolving conflicting goals and objectives in the future. These change requirements may result from the initial discovery and requirements

gathering sessions or be identified further during implementation of the selected solution. Understanding and agreeing to change is a critical component to the successful implementation of a project of this size, and having a Change Management Plan in place prior to starting prepares the City, departments and individuals for the impending business and process changes associated with the new solution. It will be important for the City to be able to identify and monitor organizational and individual change management needs and address them before they become issues.

DELIVERABLE: Change Management Plan

Phase 3 - RFP

NexLevel will prepare a comprehensive RFP outlining the business and systems requirements. While NexLevel will bring the City proven RFP templates and methods, we will also develop the RFP in accordance with the City's purchasing guidelines and requirements.

The tasks in this phase will consolidate all relevant information gathered in the prior phases to create an RFP that clearly defines the requirements and objectives of the City. The quality and accuracy of vendor responses are significantly improved using a well-organized, accurate, and clear RFP. A strong RFP is critical as it provides the foundation for evaluating vendors and ultimately provides the basis for a solid agreement between the City and the successful vendor.

The following table provides a detailed discussion of what each task will entail.

Table 5 – RFP Phase Tasks and Deliverables

3.1 Prepare Draft RFP
<p>TASK DESCRIPTION: NexLevel will prepare a draft RFP for review by the Project Stakeholders and identified key staff. If the City has an existing preferred RFP template, NexLevel will conduct a review and compare the City templates to NexLevel's proven ERP RFP template. In addition, if necessary, NEXLEVEL will meet with the City's purchasing and/or legal resources to verify RFP terms and conditions.</p> <p>At a minimum, an RFP should include the following components: purpose and objectives, background, evaluation criteria and selection process, timeline, submission requirements (including forms and templates), RFP terms and conditions, current environment descriptions, business and operations metrics (i.e. number of employees, users, vendors, purchase orders, etc.), functional requirements, technical requirements and standards, and pricing proposal submission requirements.</p> <p>NEXLEVEL will provide the City with a draft RFP for review and discussion.</p> <p>DELIVERABLE: Draft RFP</p>
3.2 Review Draft RFP with Stakeholders
<p>TASK DESCRIPTION: NexLevel recommends that the draft RFP be distributed to the Project Stakeholders and subject matter experts for careful review. After the staff has had the opportunity to review the RFP, NexLevel will conduct a workshop to address any changes, questions, or concerns. The workshop will provide an interactive forum to discuss the RFP content and to ensure a common understanding of the RFP content and upcoming procurement processes.</p> <p>DELIVERABLE: Final RFP</p>
3.3 Identify and Notify Potential Vendors
<p>TASK DESCRIPTION: While online vendor portal sites provide a valuable channel for making an RFP publicly available, NexLevel believes it is in the City's best interest to alert qualified vendors of the upcoming RFP release. NexLevel will evaluate and compile a comprehensive list of public sector ERP</p>

solution vendors that provide potential solutions. Our list will include key information about each vendor. NexLevel will review the listing with the City and assist the City in creating a notification message that can be distributed via email. Timely notification of the City's intent to release an RFP will help ensure the City attracts quality solution vendors and allow the vendors to be better prepared to provide a timely response.

DELIVERABLE: Vendor Listing and Contact Information

3.4 Develop Risk Management Plan

TASK DESCRIPTION: NexLevel will develop a Risk Management Plan (RMP) that will describe the methods that the City will use to manage risks. A risk is any potential problem that may interfere with the success of the project. Risks may impact project schedule, cost, scope, and/or quality. The RMP establishes a proactive approach to identifying and mitigating risks to minimize future problems or issues.

While conducting the assessment, and preparing the RFP, NexLevel will likely identify possible risks. Some of the potential risks may be limited to the procurement and selection efforts, while others will be associated with the subsequent implementation. It is important that risks are captured in a format that supports ongoing monitoring and tracking and a means for resolution of the risks if encountered.

DELIVERABLE: Risk Management Plan

3.5 Release RFP

TASK DESCRIPTION: NexLevel will assist the City in preparing for and releasing the RFP. As part of this task, NexLevel will create a tracking log of who has received the RFP.

Phase 4 - Select

The process for selecting the most appropriate, or best fit, ERP solution vendor requires the City to follow a structured methodology. The goal of this project is to ensure that the vendor who is the "best fit" for the City is selected. Up to this point in the project, the City will have invested heavily in establishing the foundation upon which a best fit selection will be made. The tasks in this phase are focused on ensuring a careful and detailed review of information provided in response to the RFP are conducted, as well as independent research, validation and verification of content.

The following table provides a detailed discussion of what each task will entail.

Table 6 – Select Phase Tasks and Deliverables

4.1 Address Vendor Questions

TASK DESCRIPTION: Release of a clear and well-structured RFP will dramatically reduce the number of vendor questions. However, due to the complex nature of ERP procurements, the City should anticipate that vendors will submit questions that must be addressed to ensure quality proposals are received. In this task, NexLevel will assist the City in responding to vendor questions.

DELIVERABLE: Vendor Question Responses

4.2 Facilitate Bidder's Conference

TASK DESCRIPTION: If the City desires to hold a bidder's conference, NexLevel will assist the City in preparing for and holding the conference. However, based on NexLevel's experience, a bidder's conference may not be necessary if a high-quality RFP is released and if the vendor community is made aware of the RFP prior to release.

DELIVERABLE: Agenda for Bidder Conference

4.3 Prepare Evaluation Committee

TASK DESCRIPTION: NexLevel will work with the City to identify the evaluation team and prepare an evaluator's packet that includes clear descriptions and direction of the evaluation methodology. The packet will also include a scoring template to assist the evaluator in tabulating their results.

DELIVERABLE: Evaluation Scoring Methodology and Matrix Template

4.4 Screen Proposals

TASK DESCRIPTION: NexLevel will conduct a screening evaluation of all proposals to determine which vendors and proposals meet the mandatory RFP requirements and minimum qualifications. NEXLEVEL will present the results of our screening evaluation to the City. The City can use this information as a guide to determine which proposals require a detailed review.

4.5 Review and Score Proposals

TASK DESCRIPTION: The evaluation team will review and rate the proposals per the evaluation criteria. In addition, NexLevel will review proposals to identify issues, concerns, questions, or clarifications that should be addressed, will provide this information to the evaluation team, and be available to the evaluators for consultation. NexLevel will assist the City in arriving at a preliminary evaluation scoring matrix that identifies a short list of preferred vendors.

DELIVERABLE: Evaluation Scoring Matrix

4.6 Conduct Selection Workshop

TASK DESCRIPTION: NexLevel will facilitate a selection workshop with the City's proposal evaluation committee. NexLevel will use a multi-step facilitation process that encourages evaluator participation and helps drive a consensus on the vendors that appear to be the best fit for the City.

DELIVERABLE: Updated Evaluation Scoring Matrix

4.7 Prepare for Proof-of-Capabilities (POC)

TASK DESCRIPTION: Conducting proof-of-capabilities (POC) sessions with short-listed vendors are a key component of the selection process. This provides the vendors with the opportunity to fully demonstrate their solutions using City provided demonstration scenarios and scripts. As part of this task, NexLevel will develop the POC meeting agenda, scenarios, and scripts for the City to review. In addition, NexLevel can facilitate interaction between the City and the vendors to help ensure the vendor is adequately prepared to complete the POC. The POC provides valuable input into contract negotiations and helps clarify risk areas for special consideration.

DELIVERABLE: POC Meeting Agenda and Scripts

4.8 Facilitate POC Meetings

TASK DESCRIPTION: NexLevel will facilitate the POC sessions to keep vendors on schedule and ensure all POC scripts are completed. At the conclusion of each vendor POC session, NexLevel will facilitate a debrief meeting with the evaluators to capture feedback and update the evaluation scoring matrix accordingly. This information will be used in the final selection report.

4.9 Complete Finalist(s) Due Diligence

TASK DESCRIPTION: NexLevel will assist the City in planning for and completing reference checks and site visits. NexLevel has templates available to the City to complete reference checks and site visits. While NexLevel is available to conduct the reference checks, it has been our experience that these are best performed by City staff because of the information exchange and opportunity to further network.

Deliverable: Reference Check and Site Visit Guideline

Phase 5 – Negotiate

Key terms, conditions, scope, and pricing terms must be fully resolved before concluding a final agreement. We have found that many clients prefer utilizing outside resources for contract negotiations. The purpose of Phase 5 is to formalize and implement a negotiation strategy to ensure the City obtains a favorable contract and all outstanding issues are resolved. NexLevel brings significant experience in contract negotiations that will help ensure an agreement that fully protects the City while supporting a successful implementation.

The following table provides a detailed discussion of what each task will entail.

Table 7 – Negotiate Phase Tasks and Deliverables

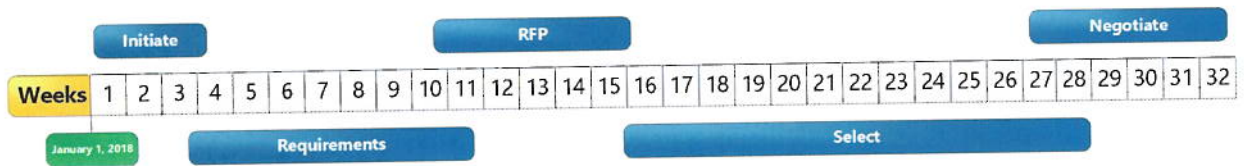
5.1 Research Prior Vendor Agreements
<p>TASK DESCRIPTION: It is highly likely that the City will select a vendor that has recently implemented their solution with other public agencies. This task focuses on identifying signed agreements with agencies that are of a similar size and complexity as they can provide a valuable source of information to help a City prepare for negotiations. NexLevel will seek out and review available agreements. The review will include evaluating terms and conditions, pricing, payment terms, milestones, and more. The information gathered will be compared to that which was submitted with the RFP with the goal of identifying any gaps or more favorable terms and conditions.</p>
5.2 Conduct Initial Agreement Review
<p>TASK DESCRIPTION: NexLevel will perform a review and provide feedback of the proposed agreement templates. Based on our experience, the City should expect multiple agreements (i.e. software licensing, maintenance and support, professional services, 3rd party software, etc.). NexLevel will provide the City guidance and assistance on the agreement review to help prepare for subsequent negotiations.</p>
5.3 Facilitate Negotiation Strategy Workshop
<p>TASK DESCRIPTION: NexLevel will facilitate a workshop with key City staff to develop negotiation strategy. The workshop will focus on outstanding issues and questions, as well as areas of high risk that need to be addressed. A well planned negotiation strategy reduces the negotiation timeline, reduces frustration among the parties, ensures the City presents a unified front, and reduces the risk that items will be overlooked.</p> <p>DELIVERABLE: Negotiation Strategy Document</p>
5.4 Conduct Negotiation Meetings
<p>TASK DESCRIPTION: NexLevel will assist the City in preparing for negotiation meetings and will attend to support the City staff. If the City desires, NexLevel is available to facilitate the negotiation meetings. NexLevel will take the lead in recording the minutes from the meetings to capture outstanding items, next steps, and critical dates.</p> <p>DELIVERABLE: Draft and Final Agreement Comments</p>
5.5 Assist in Council Approval
<p>TASK DESCRIPTION: NexLevel will be available to attend or participate in the City's presentation of the vendor agreements to the City Council for approval.</p>

EXHIBIT B

Work Plan

Based on our experience with similar projects, and utilizing the City's specific RFP requirements, we provide the following proposed project schedule. The ability to achieve this schedule will be dependent upon the availability of City staff throughout the project. NexLevel may be able to accelerate the proposed schedule if the City wishes to complete specific aspects of the project in a shorter timeframe.

Figure 4 - Project Timeline



NexLevel is prepared to begin the project once the City has selected and executed an agreement.

EXHIBIT C

Payment/Delivery & Implementation Schedule

NexLevel fees are based upon the amount of time required to complete each phase in a thorough and professional manner. We propose to complete this project for a not-to-exceed cost of \$97,750. This is based on NexLevel's level of effort estimate of 514 hours @ \$175/hour plus travel. We believe that this level of effort is required to assist the City with this complex project as the outcome will have a significant impact on the City operations for years to come.

Throughout the project NexLevel will collaborate with the City on the assignment and completion of tasks. We recognize that it may be determined that some tasks in our proposal will not need to be completed or can be completed by City staff. It is also recognized that some tasks may be amended based on project progress and to achieve the timeline goal.

In table below, we provide the level of effort by phase and resource so that City can understand our pricing.

Phase	Resource	Rate	Hours	Total Cost
Phase 1 - Initiate	Patrick Griffin, Project Manager/SME	\$175	14	\$2,450
	Rick Keyes, SME	\$175	8	\$1,400
	Mike Gomez, SME	\$175	12	\$2,100
	Subtotal		34	\$5,950
Phase 2 - Requirements	Patrick Griffin, Project Manager/SME	\$175	38	\$6,650
	Rick Keyes, SME	\$175	52	\$9,100
	Mike Gomez, SME	\$175	48	\$8,400
	Subtotal		138	\$24,150
Phase 3 - RFP	Patrick Griffin, Project Manager/SME	\$175	18	\$3,150
	Rick Keyes, SME	\$175	42	\$7,350
	Mike Gomez, SME	\$175	16	\$2,800
	Subtotal		76	\$13,300
Phase 4 - Select	Patrick Griffin, Project Manager/SME	\$175	52	\$9,100
	Rick Keyes, SME	\$175	124	\$21,700
	Mike Gomez, SME	\$175	50	\$8,750
	Subtotal		226	\$39,550
Phase 5 - Negotiate	Patrick Griffin, Project Manager/SME	\$175	40	\$7,000
	Rick Keyes, SME	\$175	0	\$0
	Mike Gomez, SME	\$175	0	\$0
	Subtotal		40	\$7,000
Total			514	\$89,950

NexLevel estimates travel expenses to be \$7,800. Our total fixed cost proposed is inclusive of all costs necessary to complete the project as described in this proposal.

We have identified our pricing for the Optional Project Implementation Assistance on the City's RFP form below. This estimate is based a 12-month implementation and assumes an average of 18 hours per week. The weekly average is based on our experience in performing similar functions in support of a municipal ERP implementation. Our hourly bill rate for Project Implementation Assistance is \$165/hour. We have assumed an average of 2.5 trips per month (30 trips total) at \$700 per trip for a total cost of \$21,000.

Per the RFP requirements, we have completed the City's Proposal Pricing Form which is presented on the following page.

12.1 Proposal Pricing Form

Core Project Description of Item	Cost
Initial Planning Expenses	\$ 5,950
Initial Planning (Travel/Training Expenses) (including travel and lodging)	\$ 1,800
Needs Assessment Expenses	\$24,150
Needs Assessment (Travel/Training Expenses) (including travel and lodging)	\$3,000
RFP & Requirements	\$59,850
RFP & Requirements (Travel/Training Expenses) (including travel and lodging)	\$3,000
## Onsite training visits	
## Remote Training visits	
Other	
Total Core Project Costs	\$97,750

Optional Project Description of Item	Cost
Optional add-on (Phase 1 Assistance)	\$149,688
Travel/Training Expenses ## - Onsite training visits for optional add-on, (including travel & lodging)	\$21,000
## - Onsite training visits	
## - Remote Training visits	
Other	
Total Optional Project Costs	\$170,688



CITY OF MERCED, CALIFORNIA

REQUEST FOR PROPOSAL (RFP)

FOR

**PROFESSIONAL SERVICES FOR NEEDS
ASSESSMENT AND PROCUREMENT OF AN
ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

Released Sept 12, 2017

DUE: Wednesday, October 11, 2017, by

2:00PM

**John Cardoza
Information Technology Department
City of Merced
I.T. Project Manager
678 West 18th Street
Merced, CA 95340
(209) 385-6227
cardozaaj@cityofmerced.org**

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2.0 Invitation

The City of Merced is accepting (RFP's) from qualified professional consultants to assist in the scoping and procurement of an Enterprise Resource Planning (ERP) System to replace our current system, as more fully detailed below.

The City will accept RFP's from interested individuals or firms until **2:00 PM on WEDNESDAY, October 11, 2017, mailed or hand-delivered to: (Email of RFP's will not be accepted.)**

**John Cardoza
I.T. Department
City of Merced
678 W. 18th Street
Merced, CA 95382**

3.0 Current System/Purpose

The City of Merced purchased its first H.T.E. application in the fall of 1989. Since that time we have acquired an entire suite of integrated applications that serve our mission critical areas such as Finance, Purchasing, Asset Management, Payroll, Land Management, Utility Billing, Work Orders, Community Development, and on-line citizen access. Since H.T.E. was acquired by SunGard Data Systems in 2003, the company has been slow to adopt new technology. Today the software runs on an IBM iSeries, providing many of the core business functions for the City of Merced staff and citizens of Merced. The City moved to a SaaS cloud model in 2014. Although the environment has been stable, the applications noticeably lag behind the industry in ease of use, end-user productivity and citizen accessibility. There are approximately 500 active users of the system throughout the City.

Existing modules include:

- Account Payable
- Accounts Receivable
- Animal Licensing
- Asset Management
- Budgeting
- Building Permits
- Business Licensing
- Cash Receipts (Cashiering)
- Code Enforcement (Including Weed Abatement)
- Fixed Assets
- Fleet Management
- General Ledger
- GMBA (Accounting)
- Inventory
- Job Costing/Capital Project Tracking
- Land Parcel Management
- Parking Citations
- Payroll/Personnel (including Applicant Tracking, Employee Portal, etc.)
- Purchasing
- Reporting
- Time Keeping
- Utility Billing
- Work Orders/Facility Management/Service Orders
- Cognos Advanced Reporting

3.0 Current System/Purpose (Continued)

Integration with other existing technologies is highly desirable, including Progressive Solutions, ESRI, Selectron IVR, Vermont Systems RecTrac and WebTrac, Badger Meter, Inc., Publicstuff, County of Merced Land Data, Payment methods for Click3Gov Utility Billing, Automated Clearing House (ACH), the City has CALPERS for retirement and other mission critical applications.

Please note that the use of the term software within this RFP also includes applications that may be hosted in the cloud or where software is provided as a service.

City of Merced
Proposal Checklist/Signature Page

4.0 Proposal Checklist

The following checklist is offered as a guide to assist you in ensuring that your proposal addresses the major requirements of this (RFP. However, it is not intended as a complete list of all proposal requirements. Proposers are cautioned to review the requirements of each and every section of the RFP to ensure their proposals are totally responsive.

Task	RFP Ref. Page	Proposal Ref. Page
Proposal Checklist	4	_____
Signature Page/Requirements	4, 10	_____
Understanding of Project Goals and Expectations	5	_____
Information about Your Company	5	_____
Information about Your Proposed Project Team	5	_____
Consultant Contact Information	6	_____
Client References Information	7	_____
Payment/Delivery & Implementation Schedule	8	_____
Project Implementation Assistance (Optional add-on)	9, 10, 15	_____
On-Site Travel Costs	10	_____
Proposal Pricing Form	10	_____
Proposal Timeline/Submission	11	_____
Number of Proposal & Documentation Copies	11, 16	_____
Scope of Work/Background	12	_____
Insurance Requirements	13	_____
Business License	13	_____
Bond	13, 28	_____
Interfaces	14, 29-35	_____
Proposal Completeness	16	_____
Exceptions, Clarifications, Amendments Page	18	_____
Attachment A: Agreement for Professional Services	19-27	_____
Attachment B: Faithful Performance Bond Contract	28	_____

4.1 Signature Page

BY: _____
(Signature) (Date)

(Typed Name)

Its: _____
(Title)

(Company)

5.0 Understanding of Project Goals and Expectations

Proposals should indicate the Proposer's understanding of project goals and expectations and must respond to all requirements of this RFP.

6.0 Information about Your Company

Please provide information that will enable us to evaluate your company's financial stability, track record, and support capabilities. We require that you include the following:

- (1) The two most recent audited financial statements;
- (2) Ownership of your company;
- (3) Number of years in business;
- (4) Number of employees in California and adjacent states;

7.0 Information about Your Proposed Project Team

- (1) Please describe your team and staff's experience/skills/knowledge of SunGard Naviline.
- (2) Please describe your team and staff's experience working with migrating data, etc.
- (3) Please provide information that will enable us to evaluate your proposed project team and staff resources.

We require that you include the following: (1) resume each for your proposed key personnel (i.e., Project Manager and Team/Task Leaders) and (2) estimates of project participation in days or hours by major task by individual for the named Project Manager and Team/Task Leaders and by staff category for all other proposed personnel.

City of Merced
Consultant Contact Information

8.0 Consultant Contact Information

Company Name	_____
Primary Contact	_____
Primary Contact Phone	_____work _____cell
Primary Contact Email	_____
Primary Contact Address	_____
City/State/Postal Code	_____
Project Related Experience	_____

Secondary Contact	_____
Secondary Contact Phone	_____work _____cell
Secondary Contact Email	_____
Secondary Contact Address	_____
City/State/Postal Code	_____
Project Related Experience	_____

Third Contact	_____
Third Contact Phone	_____work _____cell
Third Contact Email	_____
Third Contact Address	_____
City/State/Postal Code	_____
Project Related Experience	_____

**City of Merced
Client References**

9.0 Client References Information

Please provide a list of at least 3 paying municipal clients utilizing the services being proposed.
Please use this form to provide the client information.

Client #1 Company Name _____

Contact _____

Phone _____ work _____ cell _____

Email _____

Address/City/State/Zip Code _____

Project Related Experience _____

Client #2 Company Name _____

Contact _____

Phone _____ work _____ cell _____

Email _____

Address/City/State/Zip Code _____

Client #3 Company Name _____

Contact _____

Phone _____ work _____ cell _____

Email _____

Contact Address _____

Address/City/State/Zip Code _____

10.0 Payment/Delivery/Implementation Schedule

Payment/Retainer

The following payment schedule for this project is anticipated:

1. 20% - Contract Execution
2. 50% - Completion and City Acceptance of Needs Assessment
3. 30% - At Project Completion

The City of Merced will require the final 30 percent of the project be retained until the RFP is complete to the stated specifications. The final contract will be financially binding.

11.0 Pricing Sheet Information

Pricing

Total cost of services (including your travel and other out-of-pocket expenses) will be a key factor in the evaluation of your proposal. Your proposal must provide price commitments for a period of 180 days following the proposal due date. Your pricing information must utilize the Proposal Pricing Form provided on page 10 and the Pricing Information on page 9 of the RFP and the completed forms must be included in a separate envelope. Please state the unit price for each separate line item quoted. Proposal prices shall be inclusive of any Federal, State, or Local applicable taxes. The City will pay the applicable taxes to the State of California. In case of a discrepancy between the totals shown on the price form and actual sum of the items totals, the lower item or totals shall prevail.

Incurring costs

The City of Merced is not liable for any costs incurred by proposers prior to issuance of an agreement, contract or purchase order. Cost of developing the proposals, oral presentations or any other such expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the City of Merced.

On-Site Travel Costs

On-Site travel costs are to be billed as incurred, on a monthly basis. These are all costs that are not ERP RFP related and generally will flow with the progress of the project (e.g., travel, lodging, training courses). These cost must be declared as a schedule of fixed costs to be included in the contract and price sheet.

12.0 Proposal Pricing Information

The following statements apply to filling out the pricing form. (The Sales Tax in the City of Merced is 8.25%).

- Enter the total cost of each item specified.
- Submit pricing in a separate, sealed envelope according to the RFP instructions on pages 8, 9 & 10.
- The consultant must commit to proposal pricing for a period of 180 days following the proposal due date.
- If the price categories do not fit your pricing scheme exactly, please choose the “closest fit” to match the form and provide any further explanation on a separate page.
- If there are other costs (not related to a specific module/equipment/service), provide further explanation on a separate page.
- Finally, if you are forced to estimate a service, please note that it is an estimate in an obvious way.

12.1 Proposal Pricing Form

<u>Core</u> Project Description of Item	Cost
Initial Planning Expenses	
Initial Planning <u>(Travel/Training Expenses)</u> (including travel and lodging)	
Needs Assessment Expenses	
Needs Assessment <u>(Travel/Training Expenses)</u> (including travel and lodging)	
RFP & Requirements	
RFP & Requirements <u>(Travel/Training Expenses)</u> (including travel and lodging)	
## Onsite training visits	
## Remote Training visits	
Other	
Total Core Project Costs	

<u>Optional</u> Project Description of Item	Cost
Optional add-on (Phase 1 Assistance)	
Travel/Training Expenses ## - Onsite training visits for optional add-on, (including travel & lodging)	
## - Onsite training visits	
## - Remote Training visits	
Other	
Total Optional Project Costs	

13.0 Proposal Timeline/Submission

Release RFP	September 12, 2017
Deadline for Proposal Questions	September 22, 2017
City's Responses to Questions	October 02, 2017
Deadline for Proposal Submission	October 11, 2017 by 2:00pm
City Completes Evaluations	November 06, 2017
Meeting with Top Ranking Consultant	November
Contract Negotiations	November
Award of Contract	December
Commence Service	January 2018

The City will endeavor to administer the proposal process in accordance with the terms and dates outlined; however, the City reserves the right to modify the activities, timeline or any other aspect of the process at any time, as deemed necessary.

RFP and Attachments

This (RFP) in its entirety is available on the City website at:

<https://www.cityofmerced.org/RFP>

It is the Consultant responsibility to check back on the website for any addenda that may be issued prior to the proposal due date.

All proposals, whether accepted or rejected, shall become the property of the City upon submission. Proposals shall include a signed signature page with name, title, company and date before submitting. **Proposals must be received no later than 2:00 PM, October 11, 2017.** Proposals received after this time and date will not be considered.

Consultant shall provide twenty (20) complete paper copies that must be labeled with company name. One (1) electronic copy of the proposal on labeled media (company name) in searchable PDF format.

Inquires

All inquiries concerning this RFP must be directed in writing to John Cardoza, Project Manager, at cardoza@cityofmerced.org. **All inquiries must be received by 2:00 PM September 21, 2017.**

All responses to all questions from Consultant will be posted on the City's website at:

<https://www.cityofmerced.org/RFP>

14.0 Scope of Work/Background

As the City of Merced begins the process of replacing its ERP system, it seeks to use professional services to assist in the development of a (RFP) and vendor selection. The most critical component of this effort comprises preparation of a detailed needs assessment which will be used to formulate the City's RFP requirements/specifications. It is anticipated that the new ERP system will be implemented in several phases depending on recommendations resulting from the needs assessment.

Implementation of Phase I will begin with core financial processes: Accounts Payable, Accounts Receivable, Asset Management, Budgeting, Business Licensing, Cash Receipts (Cashiering), Fixed Assets, General Ledger, GMBA (Accounting), Inventory, Job Costing/Capital Project Tracking, Parking Citations, Payroll/Personnel (including Applicant Tracking, Employee Portal, Purchasing, Reporting, Timekeeping, Utility Billing, Cognos and Advanced Reporting and Interfaces. This will be followed by implementation for Data Conversion and other processes identified by the project team and major stakeholders.

15.0 Selection Process

Evaluation of Proposals

All proposals submitted will be reviewed and evaluated by a selection panel. Overall responsiveness to the RFP is an essential factor in the evaluation process. Upon the completion of the proposal review, top ranking Consultant's will provide a presentation to the selection panel. Additional information may be requested at that time.

The panel will select the provider which best fulfills the City's requirements and represents the best value to the City. No single factor will determine the final award decision.

Determination of best value to the City shall be based upon, but not limited to, the following:

1. Qualifications, experience and references in providing ERP software consulting services for government agencies with similar financial and business management needs of the City.
2. Proven success in guiding government agencies through the assessment process and documented results of increased efficiencies using ERP software recommended.
3. Understanding of the unique nature of providing ERP solutions for the City's financial and business needs.
4. Industry knowledge of ERP software systems and components.
5. Knowledge of Generally Accepted Accounting Principles (GAAP).
6. Cost to provide services.
7. Knowledge in SunGard Naviline.

16.0 Terms of Agreement

1. When a consultant has been approved by the City, an Agreement will be executed between City and Consultant. A sample of the agreement is attached for review. Any exceptions to this agreement must be noted at the time of submitting a proposal on a separate Exception, Clarification, Amendment form described in Section 28.0. If no exceptions are noted, the contract will be executed in the form provided. If the terms of the Agreement cannot be agreed upon for any reason, another consultant may be selected.
2. The price proposed for the Scope of Work described in Section 14.0 is firm and cannot be altered after receipt per the terms of this RFP.
3. Consultant will be required to obtain and, during the term of the contract, maintain insurance policies as detailed in the contract.

17.0 Insurance Requirements

The successful proposer shall maintain in full force and effect through the term of the contract, at its own cost and expense, the required insurance coverage as specified in the standard City Professional Services Agreement. **THE CITY'S INSURANCE REQUIREMENTS ARE MANDATORY AND CANNOT BE ALTERED OR WAIVED.**

Please see the attached copy of the contract listed as Attachment A for the insurance requirements.

18.0 Business License

The successful bidder and its subcontractors shall obtain and maintain a valid City of Merced business license during the term of the contract at their own expense for the proposer the contract is awarded to.

19.0 Bond

A signed Faithful Performance Bond, if awarded the contract, will be required at Proposers expense.

20.0 Initial Planning

This initial step of the project includes identifying the project manager, core project team, and major stakeholders. An important part of this phase will be defining roles and responsibilities, as well as determining how decisions will be made and who the decision-making body will be. This phase will also include establishing an overall project plan that identifies:

- Project scope
- Risk assessment
- Change management plan, both for system components and stakeholders
- Project budget

The expectation is that initial planning will culminate in a comprehensive meeting with the project team and the major stakeholders to review the project plan and clarify expectations for all involved.

21.0 Needs Assessment, Process Documentation, and System Requirements

The next step of the project will be a comprehensive identification and review of all processes impacted by the ERP system implementation. The main purpose of this phase will be to determine, based on City business processes, what system(s) or type of system(s) would be best for the City; however, a key expectation of this phase is to identify areas where the City would be better served by changing its processes to fit “best practices” and be more compatible with potential ERP system options. Upon completion of the process-related portion of this engagement, the next step will be to identify system requirements, including by not limited to, hardware, software, integration/interfaces with other systems, conversion of all our existing SunGard/Superion transaction data, and chart of accounts. Once requirements are defined and documented, the consultant will work to identify vendors who offer products compatible with the City’s requirements.

21.1 Interfaces

See Attachment C: Interface Diagrams

Note: These Interface Diagrams cover most of the City Interfaces but are not a complete list.

22.0 General Requirements

- A. The Consultant shall review the City's existing systems, costs, resources and activities as they relate to the common functions and features of an ERP application.
- B. The Consultant will interview key City staff in various departments and business functions regarding the use of the current systems and manual business processes as they relate to ERP functionality.
- C. The Consultant will identify other concepts and possible municipal uses of common ERP functionality.
- D. The Consultant will tabulate results and provide a detailed written draft assessment of the information gathered. The assessment will be based on the interviews and research performed by the Consultant. The assessment will discuss the ERP objectives and requirements as well as opportunities for business process changes that will assist in the adaption of best practices common to ERP applications.
- E. The Consultant will draft a (RFP) seeking qualified vendors for a replacement system.

23.0 RFP Development and Evaluation

The third step of the project includes assisting the project team in developing the (RFP), evaluating proposal responses, and negotiating a contract with the selected Consultant. The Consultant will develop suggested scoring methodologies and cost proposal formats and will participate in the pre-proposal conference. As part of this phase, the Consultant will also be responsible for the following:

- Attending proposal evaluation meetings
- Performing reference checks
- Assisting staff in developing the agenda for product demonstrations
- Providing assistance with proof-of-concept testing
- Providing assistance with contract negotiations
- Establishing a document repository to support project implementation

24.0 Project Implementation Assistance (Optional add-on)

Phase I will begin with core financial processes: Accounts Payable, Accounts Receivable, Asset Management, Budgeting, Business Licensing, Cash Receipts (Cashiering), Fixed Assets, General Ledger, GMBA (Accounting), Inventory, Job Costing/Capital Project Tracking, Parking Citations, Payroll/Personnel (including Applicant Tracking, Employee Portal, Purchasing, Reporting, Timekeeping, Utility Billing, Cognos and Advanced Reporting and Interfaces.

This (Optional add-on) step of the project involves assisting the City's Project Manager with all aspects of Phase I system implementation, including, but not limited to, process mapping, planning, development of timeline(s), configuration review,

Coordinate between the selected vendor and city staff recommending best practices for data conversion.

Interfaces: See Attachment C: Interface Diagrams

Indicate where staff will be located and percentage of time they will be in Merced.

Note: This Project Implementation Assistance section 12.1 and 24.0 is (Optional add-on), therefore should be priced on a separate line item on the Proposal Pricing Form.

25.0 Processes for Submittal, Prequalification, Price Negotiation and Contract Award

Interested individuals or firms are requested to submit twenty (20) paper copies of the RFP and (1) one Electronic copy. The submittal must include:

- A. Table of Contents - Proposer provided to define the proposal sections.
- B. Proposal Checklist - Allows proposer & City cross reference check to RFP requirements.
- C. Understanding of Project Goals and Expectations - Proposer describe how you will meet our goals and expectations.
- D. Information about Your Company - Proposer provide overall info about your company.
- E. Information about Your Proposed Project Team - Proposer provide qualifications and experience that relate to the RFP requirements.
- F. Understanding of Project Goals & Expectations - Proposer defined understanding of project goals and expectations.
- G. Consultant Contact Information - Provide Consultant info and Project Related Experience
- H. References - Provide reference contact information - Provide References info requested.
- I. Payment/Delivery & Implementation Schedule - Proposer provided concurrence.
- J. On-Site Travel Costs - Proposer defined in the Proposal Pricing Form
- K. Proposal Pricing Form - Form provided filled out with the various items or any other related items.
- L. Project Implementation Assistance (Optional add-on) - Proposer provided on the Proposal Pricing Form as separate line item.
- M. Number of Proposal & Documentation Copies - Proposer provide twenty (20) complete paper copies and One (1) electronic copy
- N. Scope of Work/Background - how you will perform the scope of work and your background is applicable.
- O. Proposal Timeline/Submission - Proposer understands the Timeline Submission deadlines
- P. Proposal Signature Page Info/Requirements - Proposer provided as defined.
- Q. Insurance Requirements - Proposer provided only is awarded the contract.
- R. Business License - A City of Merced Business License if awarded the contract.
- S. Proposal Completeness and Format
- T. Attachment A: Agreement for Professional Services - Signed and provided only if awarded the contract.
- U. Attachment B: Faithful Performance Bond Contract - Signed and provided only if awarded the contract at the Proposers expense.

The RFP will be the basis of the review and rating process conducted by City staff. Submittals will be evaluated based upon qualifications, experience and references. Individuals or firms deemed the most highly qualified may be invited for interviews.

Following successful negotiations, a contract or contracts will be recommended for approval to the applicable awarding authority; contracts exceeding \$29,000 are submitted to the City Council for approval via the agenda process, and contracts under \$29,000 require City Manager approval. Contracts may be established for up to a three-year (or a full five-year) period with up to two subsequent one-year extensions for a total of five years at the sole discretion of the City.

26.0 Disclosures

Consultant must provide complete disclosure of any prior or ongoing incidents as to which it is alleged that provider has defaulted or failed to perform which has led the other party to terminate the contract. Identify the parties involved and the circumstances of the default or termination. Also describe any civil or criminal litigation or investigation pending which involves Consultant or in which Consultant has been judged guilty or liable.

27.0 Disclaimers

The City of Merced reserves the right to:

- Find non-responsive any firm for non-disclosure or falsification of pertinent information during the qualification process;
- Waive minor irregularities in the RFPs and/or reject any and all individuals and/or firms who have provided RFPs if in the best interest of the City;
- Terminate any services agreement if the selected individual or firm(s) cannot or does not perform under the timelines, terms and conditions established for the project;
- Award contract(s) in steps or phases dependent upon need;
- Award contracts to multiple firms if in the City's best interest;

By submitting a RFP, prospective Consultant hereby acknowledge and agree to the City's terms and conditions for consulting services, in substantially the same form and as more fully identified in Attachment A; Sample Consultant Services Agreement, unless specific objections to the City's terms and conditions are identified in writing as part of the RFP submittal process. If applicable and/or appropriate, changes may be made to the attached Agreement at the City's discretion. This RFP for Proposal does not commit the City to award a contract or to pay any costs incurred in the preparation of any RFPs or any resulting proposals in response to this request.

The City may require additional data or information the City deems necessary to substantiate RFPs and/or pricing presented by Consultant. The City may also require Consultant to revise one or more elements of its proposal in accordance with contract negotiations.

If you bid on this RFP, you can't sell the City of Merced any ERP products.

28.0 Exceptions, Clarifications, Amendments

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES FOR SCOPING AND PROCUREMENT OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM)

List requests for proposal clarifications and exceptions below, if any, sign and submit with your proposal response.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Company Name (Proposer):

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 201_, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and _____, a _____, whose address of record is _____ (hereinafter referred to as "Consultant").

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

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

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

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

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

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

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance

with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$_____.

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

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

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

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

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City,

Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

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

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

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

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is

based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

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

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

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

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

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

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

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

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

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

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

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

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

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

FAITHFUL PERFORMANCE BOND
(Contract)

WHEREAS, the City of Merced, State of California, and _____, the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NUMBER**; and,

WHEREAS, _____, hereinafter designated as Principal, has agreed to install and complete said work.

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the City of Merced, hereinafter called "City" in the penal sum of \$ _____, lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and provisions of said improvement requirements, and any lawful modification thereof, on their part, and such work is performed at the time and in the manner specified by the City, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed, or to the specifications accompanying such work shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on _____, 2016.

By: _____
PRINCIPAL

By: _____
SURETY

Attachment C: Interface Diagrams



InterfaceDiagrams.
docx

Proposal for Professional Services for Needs Assessment and Procurement of an Enterprise Resource Planning (ERP) System for City of Merced



October 11, 2017



City of Merced
Attn: John Cardoza, IT Manager
Information Technology Department
678 West 18th Street
Merced, CA 95340
(209) 385-6227
cardoza@cityofmerced.org

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1. Letter of Transmittal

October 11, 2017

John Cardoza, IT Manager
Information Technology Department
City of Merced
678 West 18th Street
Merced, CA 95382

REF: Request for Proposals – Needs Assessment and Procurement of an ERP System

Dear Mr. Cardoza:

NexLevel Information Technology, Inc. (NexLevel) respectfully submits this proposal to the City of Merced (City) in response to a Request for Proposal (RFP) to provide Professional Services for Needs Assessment and Procurement of an Enterprise Resource Planning (ERP) System. Per the City's RFP, our professional services are detailed in this document and the "price proposal" is included in a separate envelope

NexLevel has reviewed the City's RFP and understands the work to be performed includes a needs assessment of the City's HTE software and integrated suite of applications, and to prepare an RFP seeking qualified vendors to propose their software. After the RFP is released to the vendors, our professional services will include consulting services to facilitate a selection that will result in a comprehensive agreement with the best fit vendor.

Our proposal is based on the RFP, and our prior experience with the City (e.g. 2016 ERP Business Analysis Report). We understand that the City uses the SunGard HTE system to support many of the financial, operations, and administrative functions. More specifically, the HTE system supports key functions such as finance, purchasing, asset management, payroll, land management, utility billing, business license, work orders, code enforcement, and community development. The HTE system was implemented in 1990 and upgraded to Version 9 (including a move to the SunGard Cloud Solution) in April 2014. We recognize that the City is looking to leverage a modern ERP system to streamline business processes, improve information access and reporting, and improve customer service.

In completing our work in 2016 for the City, NexLevel interviewed more than 30 staff across the City departments to assess the current ERP environment. Our working papers and deliverables provide a foundation that allows us to maximize our time with staff to quickly confirm the existing environment and focus on gathering required and desired functionality for a new system.

NexLevel's track record includes supporting over 110 California public agencies. As it relates specifically to the City's needs, we have provided ERP consulting services to many similar-sized California public agencies who also were using HTE as their current ERP solution (e.g. City of San Ramon, City of Carson City NV, City of Indio, and Cucamonga Valley Water District). NexLevel is

currently providing ERP consulting services at the following public agencies: City of Burlingame, City of Carson, City of Carson City NV, City of Chino Hills, City of Fremont, City of Glendale, City of Half Moon Bay, City of Poway, City of Manhattan Beach, City of Redwood City, City of San Ramon, Silicon Valley Clean Water, South Tahoe Public Utility District, and Cosumnes Community Services District. In addition, in the past five years we have also provided ERP consulting services to many other public agencies including City of Chino, City of La Quinta, City of Millbrae, City of Sunnyvale, City of Walnut Creek, Moulton Niguel Water District, Camrosa Water District, Lake Arrowhead Community Services District, San Joaquin Council of Governments, Chino Valley Independent Fire District, Douglas County NV, Placer County, Sonoma County, and San Benito County. ***All this experience benefits the City as we bring hands-on experience with the solutions that are commonly offered to California public agencies, as well as proven methods, processes, and tools that lead to project success.***

NexLevel proposes a team with extensive experience in supporting municipal ERP projects and a familiarity with the HTE system. This team brings the expertise necessary to ensure a quality procurement and selection of the best fit solution.

NexLevel maintains software vendor independence to ensure an unbiased ERP RFP selection process and will not profit from one vendor selection over another. Our team is experienced at discussing the different options available to help the City meet its goals.

As a Founder and Managing Principal of NexLevel, I am authorized to bind and negotiate an agreement between NexLevel and the City of Merced. Our proposal pricing is valid for 180 days and we have no exceptions to the City's "Agreement for Professional Services" (RFP Appendix A). NexLevel has never had an agreement terminated for default or failure to perform.

I can be contacted at (916) 692-2000, ext. 201, or via email at terry.hackelman@nexlevelit.com.

Our proven ERP procurement and selection methodology and tools as employed by our experienced team will ensure that the City of Merced selects the best solution to achieve your short-term and long-term goals.

Sincerely,



Terry Hackelman, Managing Principal
NexLevel Information Technology, Inc.

2. Proposal Checklist and Signature Page/Requirements

City of Merced Proposal Checklist/Signature Page

4.0 Proposal Checklist

The following checklist is offered as a guide to assist you in ensuring that your proposal addresses the major requirements of this (RFP. However, it is not intended as a complete list of all proposal requirements. Proposers are cautioned to review the requirements of each and every section of the RFP to ensure their proposals are totally responsive.

Task	RFP Ref. Page	Proposal Ref. Page
Proposal Checklist	4	4
Signature Page/Requirements	4, 10	4
Understanding of Project Goals and Expectations	5	5-6
Information about Your Company	5	7-11
Information about Your Proposed Project Team	5	13-15, Appendix A
Consultant Contact Information	6	17
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Attachment A: Agreement for Professional Services	19-27	Reviewed & Acknowledged
Attachment B: Faithful Performance Bond Contract	28	Reviewed & Acknowledged

4.1 Signature Page

BY:  10/10/2017
(Signature) (Date)

Terry Hackelman
(Typed Name)

Its: Managing Principal
(Title)

NexLevel Information Technology, Inc.
(Company)

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3. Understanding of Project Goals and Expectations

NexLevel understands the City is seeking qualified professional consultants to assist in the scope and procurement of an Enterprise Resource Planning (ERP) System that will replace the existing HTE system. The City currently relies on a legacy ERP solution (SunGard Navaline/HTE) that fails to take advantage of modern technologies to streamline processes, improve staff efficiency, improve decision making through easy information access, and provide improved customer service to citizens and businesses. The City is further challenged as the quality of the current system support is lacking and the availability of quality resources is limited. In addition, the system enhancements and improvements are minimal and not keeping pace with the market leading ERP systems.

Based on our prior experience working with the City of Merced (in 2016, interviewed >30 staff), we believe there are significant opportunities and benefits for the City by moving to a modern ERP system. We understand that some of the City's current pain points with the HTE system include:

- ◆ There is a heavy reliance on manual processes or outside systems (e.g. MS Access, Excel, etc.) due to the lack of functionality or the lack of intuitive and user friendly interfaces with the current system. This has resulted in information silos that fragment information making it more difficult to support efficient decision making.
- ◆ Staff must reconcile the HTE General Ledger with informal subsidiary ledgers which is time consuming and creates the potential for errors.
- ◆ The reporting functionality does not meet user needs and requires support from outside consultant. Staff would like easy to use reporting tools and dashboards to allow them to self-serve and not have to rely on outside resources.
- ◆ The current system's user interfaces are inconsistent across the system, and at times are not integrated, which results in user frustration and duplicate data entry.
- ◆ There is a lack of integration with other City systems which results in double entry of information.
- ◆ The existing Chart of Accounts (COA) has been "re-shuffled" over the years and there is an opportunity to clean up and simplify the COA to improve reporting and overall usability.
- ◆ There is limited workflow within the current system and there is an opportunity to streamline processes through a more comprehensive and robust workflow engine.
- ◆ There is a lack of available training and training materials (e.g. new employees)

NexLevel will leverage our experience with the City that includes interviews of more than 30 staff who use HTE to support functions like finance, payroll, HR, code enforcement, engineering, inspection and permitting, planning, facility maintenance, Fire plan review, fleet management, GIS, work orders, utility billing, and business license. The knowledge gained from these interviews, and subsequent analysis and deliverables, will significantly reduce the time for staff to educate a consultant on the current environment. This will allow NexLevel to quickly confirm our prior knowledge and focus on identifying requirements to meet the City's current and future business and operational needs, as well as to eliminate today's pain points.

NexLevel's experience with HTE goes far beyond our work with the City of Merced. NexLevel has worked with many HTE municipal clients. As a result, we understand the strengths, weaknesses, opportunities, and threats associated with replacing HTE. We will bring this knowledge to the

project from the beginning. Our proposed services were tailored to meet the City's RFP stated needs, along with additional tasks that we feel are necessary based on our experience.

One of the strengths of NexLevel, and our proposed team, is understanding how an ERP system fits into the complex municipal technology ecosystem. Our approach puts a premium on achieving maximum leverage of current technologies and ensuring automated interfaces to reduce redundant data and improve decision making.

NexLevel is confident we can successfully complete this project for the City on time and on budget, providing professional services to meet all the City's RFP requirements and expectations.

4. Company Information

NexLevel, a Sacramento-area management consulting company, has been providing a wide array of business and technology services since 1999. Our team offers proven expertise across all types of business environments and has a great deal of experience with the technologies utilized by city, county, and state government agencies, as well as special districts and private sector clients.

Our business philosophy can be summed up in three simple words:

LISTEN. PLAN. DELIVER.

NexLevel's approach is simple and straightforward. First, we LISTEN to understand a client's situation and needs. Next, we develop a PLAN to address the client's needs within the boundaries of their situation. Then we DELIVER services that not only meets the client's needs, but does so on time and within budget.

NexLevel focuses exclusively on helping public sector clients plan, implement, and manage complex business technology. NexLevel has a strong track record of success in helping public sector clients:

- ◆ Manage Application Technology Procurements
- ◆ Implement Technology Projects
- ◆ Complete Technology and Needs Assessments
- ◆ Create Technology Plans

NexLevel has worked with more than 110 public agencies to complete Application Procurement and Selection, Project Assessments, IT Assessments, IT Strategic Plans, GIS Strategic Plans, Network Assessments, Policy / Procedure Development, Project Management, and Feasibility Studies.

NexLevel is the best choice for organizations looking to reduce the time, cost, and risk of transforming their business using technology. NexLevel consultants offer the experience and expertise required to assist clients in every aspect of IT planning, procurement, implementation, and operations as shown in Figure 2.

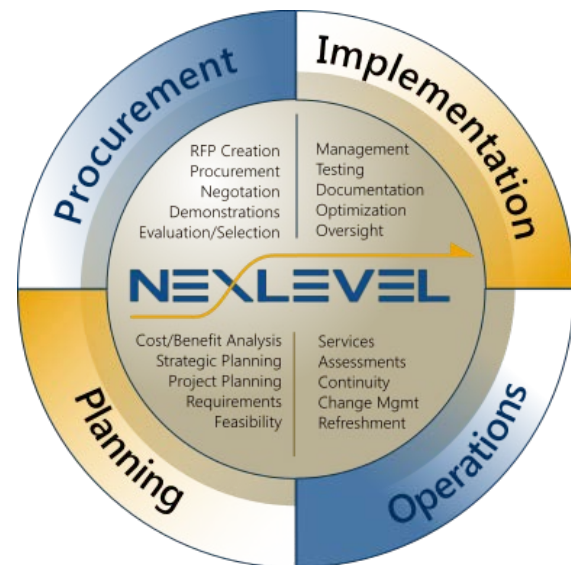


Figure 2 - NexLevel Capabilities

The following information is provided per the RFP (6.0, Page 5).

- ◆ Audited Financial Statements - NexLevel is a privately held business; as such we do not possess audited financial statements. NexLevel has been in business since 1999, and since our founding we have maintained a positive cash flow and profitability. NexLevel has no debt. We would be happy to provide the name and contact of our external CPA and/or banker to validate our good financial standing.
- ◆ Ownership – NexLevel is owned by Mr. Frank Otto and Mr. Terry Hackelman
- ◆ Years in Business – NexLevel has been in business for over 17 years (since 1999)
- ◆ Number of Employees - NexLevel has 23 employees located in California.

Company Experience

As shown in Table 1, NexLevel has a strong record of accomplishment in providing technology consulting services for California public sector clients. Please note that our experience includes over 50 projects working with system selection and procurements (the next to the last column).

Table 1 - NexLevel Local Government Experience

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Municipalities								
Alameda, CA		✓					✓	✓
Anaheim, CA	✓							✓
Avondale, AZ								✓
Belmont, CA	✓							
Benicia, CA							✓	
Beverly Hills, CA	✓	✓						✓
Bothell, WA								✓
Branson, MO	✓	✓						✓
Burbank, CA	✓	✓						
Burlingame, CA				✓			✓	
Carrollton, TX								✓
Carson, CA				✓				
Carson City, NV	✓	✓					✓	✓
Chino, CA				✓			✓	✓
Chino Hills, CA				✓			✓	✓
Clovis, CA		✓			✓			
Coronado, CA				✓			✓	✓
Costa Mesa, CA								✓
Cupertino, CA	✓	✓						
Daly City, CA		✓						
El Segundo, CA	✓	✓						
Fairfield, CA	✓	✓	✓		✓	✓	✓	✓
Folsom, CA	✓	✓	✓	✓	✓		✓	✓
Fremont, CA				✓			✓	
Fresno, CA	✓	✓					✓	✓
Galt, CA	✓	✓	✓	✓	✓	✓	✓	✓
Glendale, CA	✓	✓		✓			✓	✓
Half Moon Bay, CA							✓	
Hayward, CA								✓
Huntington Beach, CA	✓	✓			✓			✓
Indio, CA							✓	
Irvine, CA		✓		✓	✓	✓		✓
Ketchum, ID	✓	✓						
Kirkland, WA								✓
La Quinta, CA				✓			✓	✓
Lake Forest, CA	✓	✓	✓					

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Lakewood, CA	✓	✓			✓			✓
Long Beach, CA				✓			✓	✓
Los Altos, CA	✓	✓						
Los Angeles, CA				✓				✓
Manhattan Beach, CA	✓	✓			✓		✓	✓
Memphis, TN				✓				✓
Menlo Park, CA		✓						
Merced, CA			✓				✓	✓
Millbrae, CA							✓	
Monrovia, CA		✓						
Moreno Valley, CA							✓	✓
Mountain View, CA	✓	✓						
Napa, CA	✓	✓			✓			✓
Newport Beach, CA					✓		✓	✓
Novato, CA	✓	✓			✓			✓
Oceanside, CA								✓
Ontario, CA		✓						
Orange, CA	✓	✓			✓		✓	✓
Oxnard, CA	✓	✓						
Palmdale, CA	✓	✓						
Palo Alto, CA			✓				✓	✓
Pasadena, CA							✓	✓
Paso Robles, CA				✓			✓	✓
Pico Rivera, CA	✓	✓			✓			✓
Pismo Beach, CA	✓	✓					✓	
Pomona, CA	✓	✓						
Port Angeles, WA	✓							
Poway, CA							✓	
Rancho Cordova, CA	✓	✓						✓
Rancho Palos Verdes, CA		✓					✓	✓
Redwood City, CA	✓	✓		✓			✓	
Ridgecrest, CA	✓	✓					✓	
Riverside, CA				✓	✓			✓
Rocklin, CA		✓						
Sacramento, CA								✓
San Bernardino, CA		✓						
San Clemente, CA		✓						
San Luis Obispo, CA	✓	✓					✓	✓
San Rafael, CA	✓	✓			✓		✓	✓
San Ramon, CA							✓	
Santa Clara, CA	✓	✓	✓	✓	✓		✓	✓
Santa Cruz, CA	✓	✓	✓		✓			✓
Santa Rosa, CA								✓
Stockton, CA	✓	✓			✓			✓
Sunnyvale, CA							✓	

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Truckee, CA		✓						
Ventura, CA	✓	✓			✓			✓
Visalia, CA	✓	✓			✓			
Walnut Creek, CA	✓	✓			✓			✓
Watsonville, CA	✓	✓						✓
Westminster, CA		✓						
Counties								
Douglas County, Nevada		✓						✓
Lane County, Oregon	✓	✓						
Orange County, CA								✓
Placer County, CA							✓	✓
Riverside County, CA								✓
San Benito County, CA				✓				✓
San Diego County, CA				✓				✓
Sonoma County, CA				✓				✓
Tulare County, CA								✓
Special Districts								
Alameda Municipal Power							✓	✓
Camrosa Water District							✓	
Central Contra Costa Sanitation District	✓	✓	✓	✓	✓		✓	✓
Chino Valley Independent Fire District				✓			✓	✓
Cosumnes Community Services District				✓			✓	
Cucamonga Valley Water District							✓	
Delta Diablo Sanitation District	✓	✓						✓
East Valley Water District		✓						
Eastern Municipal Water District							✓	✓
Encina Wastewater Authority			✓		✓			
Inland Empire Utility Agency	✓	✓						
Irvine Ranch Water District		✓						
Lake Arrowhead C.S.D.							✓	
Lakeside Fire Protection District							✓	
Las Virgenes Municipal Water District	✓	✓				✓		
Metropolitan Transportation Commission		✓			✓			✓
Monterey Regional Water P.C.A.	✓	✓						
Moraga-Orinda Fire District								✓
Moulton Niguel Water District	✓	✓	✓	✓	✓		✓	✓
North Tahoe Public Utilities District	✓	✓						
Port of Los Angeles	✓	✓						
Rancho California Water District	✓	✓			✓			✓
Sacramento Area Sewer District								✓
Sacramento Metropolitan Fire District		✓					✓	
Sacramento Municipal Utility District								✓
San Joaquin Council of Governments							✓	
Santa Clara County Fire Department		✓						✓
Silicon Valley Clean Water							✓	

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Silicon Valley Power	✓			✓			✓	✓
Sonoma-Marín Area Rail Transit		✓						✓
So. Orange Co. Wastewater Authority	✓	✓						
South Tahoe Public Utility District	✓	✓			✓	✓	✓	
Turlock Irrigation District	✓							✓
Zone 7 Water Agency	✓	✓						
State of California								
Assoc of Regional Center Agencies, Inc.				✓			✓	
CA Correctional Health Care Services				✓				✓
California Highway Patrol	✓	✓	✓	✓	✓	✓	✓	✓
CalPERS								✓
Dept of Child Support Services								
Dept of Correction and Rehabilitation				✓				✓
Dept of Fish and Game				✓				✓
Dept of Health Care Services				✓				
Dept of Justice				✓				
Dept of Motor Vehicles				✓				✓
Dept of Public Health				✓				✓

Recognized Expertise

NexLevel is recognized for our expertise and services in supporting California public sector agencies with ERP requirements, procurement, and implementations. This is evident not only by the number of successful projects and client references, but also because we are commonly asked to present at organizations such as California Society of Municipal Financial Offices (CSMFO) and Municipal Information Systems Association of California (MISAC). As an example, in the CSMFO 2016 and 2017 annual conferences, NexLevel co-presented a day long pre-conference session dedicated to ERP procurement and implementation. Because of the success of those sessions, NexLevel has been asked to once again co-present a similar session at the upcoming 2018 annual conference. In addition to the pre-conference sessions, NexLevel has regularly presented at the CSMFO and MISAC annual conferences on topics such as ERP procurement, risk management, requirements, and more.

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5. Proposed Team

NexLevel proposes a consulting team with the experience to meet the needs of this important project. The team approach benefits the City by enabling us to run activities and tasks in parallel under accelerated timelines, as well as provides increased scheduling flexibility when interacting with City staff. In addition, it provides the City with increased depth of knowledge and expertise beyond what a single consultant can provide. Our team does not need any special accommodations when on-site with the City. Figure 3 illustrates the proposed project team.

The following paragraphs provide a bio of the proposed team and full resumes are included in Appendix A of our proposal.

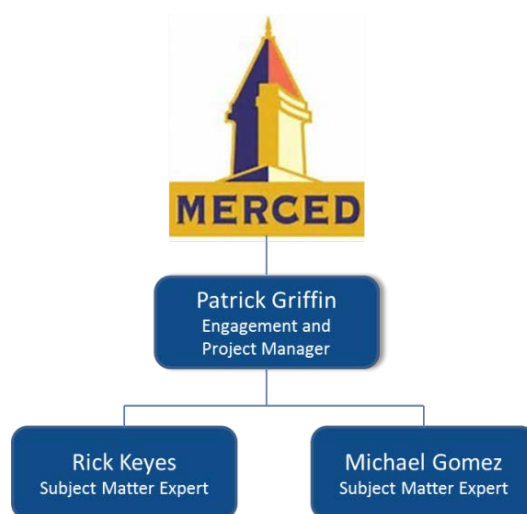


Figure 3 – Project Organization Chart

Patrick Griffin – Engagement and Project Manager

Role: For this project, Mr. Griffin will serve as the Engagement and Project Manager, and will also provide subject matter expertise. Mr. Griffin will be the primary point of contact for the City, and will be responsible for project status updates, quality control, and coordination of all project activities. Mr. Griffin will be involved during all phases of the project, and will take the lead on contract negotiations. Mr. Griffin has experience with needs assessments and procurements to replace SunGard HTE systems for other public agencies.

Background: Mr. Griffin has a 31-year background in local government, including oversight of day-to-day IT operations and general management experience at the Assistant City Manager level. He has managed a variety of IT related projects in full service municipal organizations, and has implemented several ERP applications during his municipal career and his career with NexLevel. Mr. Griffin's participation provides a unique and valuable management perspective to the City's project.

Mr. Griffin's municipal career included positions as City Controller, Finance Director and City Treasurer. In addition, during his time working in the City Manager's office, Mr. Griffin was responsible for the city-wide budget development and activation upon approval. Mr. Griffin was also responsible for the implementation of a new ERP system for the City of Chino, which included all core financial functions along with Human Resources, Payroll, Purchasing, Fixed Assets and Utility Billing modules. Before retiring from local government, Mr. Griffin was directly responsible for all operations of the City's Community Development Department, including Planning, Building, Code Enforcement, and Economic Development.

Since retiring from the public sector and joining NexLevel, Mr. Griffin has managed several significant projects throughout California, including ERP projects for the cities of Fresno and La Quinta, along with the Camrosa Water District, Lake Arrowhead Community Services District, and the Lakeside Fire Protection District in which Mr. Griffin provided management consulting services for the needs assessment, selection, contract negotiations, and subsequent

implementation support for a new ERP system. Mr. Griffin is currently working on ERP projects for the cities of Carson City NV, City of Indio, City of Manhattan Beach, and Cucamonga Valley Water District. Mr. Griffin has actively managed and/or provided subject matter expertise on the following NexLevel engagements:

City of Beverly Hills	City of La Quinta
City of Los Angeles	City of Glendale
City of Pismo Beach	City of Manhattan Beach
City of Ontario	City of Rancho Palos Verdes
City of San Clemente	Inland Empire Utilities Agency
East Valley Water District	City of Moreno Valley
Camrosa Water District	City of San Bernardino
Lake Arrowhead Community Services District	Las Virgenes Municipal Water District

Rick Keyes, PMP – Subject Matter Expert

Role: Mr. Keyes's will provide subject matter expertise. His project participation will include interviews of City personnel, analysis of findings, and assistance in the development of the City's requirements. Mr. Keyes will also lead the development of the comprehensive RFP document, and will participate in vendor evaluation.

Background: Mr. Keyes has over 25 years of extensive information technology experience, including more than ten years in senior management positions in state government, nearly 20 years in program/project management, and vendor management in demanding public sector environments. During his career, Mr. Keyes has been responsible for the development and implementation of enterprise IT architecture, policies and strategies, management of all aspects of application development from conceptualization through implementation, training and support, and for the integration of all business/technology solutions regardless of whether developed in-house or by 3rd-party vendors.

His experience includes serving as interim IT Manager for the City of Irvine where he was responsible for the direct management and oversight of Irvine's IT service provider, including monitoring service delivery, recommending methods to improve service delivery, prioritizing IT activities, and overseeing the service provider's contract. Mr. Keyes worked closely with the City's management team to identify critical technology needs, assist with the advancement of those needs, and serve as a technology advisor to the City.

Mr. Keyes has supported the following local government agencies in ERP analysis, procurement, selection, and/or implementation, three of which were HTE clients: City of Carson City NV, City of Indio, City of Manhattan Beach, and Cucamonga Valley Water District.

Michael Gomez – Subject Matter Expert

Role: For this project, Mr. Gomez will provide subject matter expertise. Mr. Gomez will be responsible for conducting needs assessment interviews and gathering requirements for a new ERP System. Mr. Gomez will lead the development of the POC scripts and POC vendor sessions. Mr. Gomez has experience with needs assessments and procurements to replace SunGard HTE systems.

Mr. Gomez attained a Bachelor of Arts degree in Economics and a Master of Public Administration degree, and has more than 15 years' experience in the finance industry serving both public sector and utility requirements. For this project, Mr. Gomez will provide finance and ERP subject matter expertise.

Mr. Gomez has held many positions in the financial arena including Financial Resources Manager, Director of Finance/Treasurer, Senior Financial Analyst, etc. He previously worked for the City of Riverside, CA, and the Moulton Nigel Water District, CA, and for the latter, served as Sponsor and Lead Project Manager for the procurement and implementation of a new ERP system.

Presently, Mr. Gomez is presently supporting ERP projects with the City of Burlingame, City of Half Moon Bay, City of Manhattan Beach, City of Redwood City, City of San Ramon, Cosumnes Community Services District, and Silicon Valley Clean Water, CA. In addition, Mr. Gomez ensures our baseline ERP requirements and business process templates remain current and up-to-date with evolving technology.

RFP Requested Information

The following information is provided per the RFP (7.0, Page 5).

- ◆ SunGard Naviline Experience – As noted in the bios above, the proposed staff has hands-on experience with clients that have or are in the process of replacing their HTE systems. This current and past experience with HTE will be of benefit to the City as this experience will be leveraged during all phases of the project.
- ◆ Data Migration/Conversion Experience – The proposed team is experienced in facilitating data conversion requirements to be included in the RFP. In addition, because we have negotiated several agreements with vendors that are replacing HTE systems, we can bring this experience to ensure the proposed solution and agreement accurately captures the conversion requirements and roles and responsibilities. The proposed team also has access to NexLevel ERP project managers that are actively working on projects involved with converting from HTE to new systems. If required, NexLevel is able to provide a hands-on role to support data extraction, data validation, data transformation, and quality assurance.
- ◆ Provide information to evaluate the proposed project team – See above bios and resumes.
- ◆ Estimated Project Participation of key personnel – Our price proposal includes a breakdown of hours by phase by resource.

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6. Consultant Contact Information

**City of Merced
Consultant Contact Information**

8.0 Consultant Contact Information

Company Name	NexLevel Information Technology, Inc.
Primary Contact	Terry Hackelman, Managing Principal
Primary Contact Phone	(916) 692-2000, ext. 201 work _____ cell _____
Primary Contact Email	terry.hackelman@nexlevelit.com
Primary Contact Address	6829 Fair Oaks Blvd., Suite 100
City/State/Postal Code	Carmichael, CA 94508
Project Related Experience	See Proposed Project Team for Listing

Secondary Contact	Patrick Griffin, Principal Consultant
Secondary Contact Phone	(916) 692-2000, ext. 214 work _____ cell _____
Secondary Contact Email	patrick.griffin@nexlevelit.com
Secondary Contact Address	6829 Fair Oaks Blvd., Suite 100
City/State/Postal Code	Carmichael, CA 95608
Project Related Experience	_____

Third Contact	_____
Third Contact Phone	_____ work _____ cell _____
Third Contact Email	_____
Third Contact Address	_____
City/State/Postal Code	_____
Project Related Experience	_____

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7. Client References

In Section 7 – Client References, we have provided the requested reference information on the form required by the City. If the City would like additional references, we will be happy to provide reference information for any of our clients identified in our proposal.

City of Merced Client References	
9.0 Client References Information Please provide a list of at least 3 paying municipal clients utilizing the services being proposed. Please use this form to provide the client information.	
Client #1 Company Name	<u>City of San Ramon</u>
Contact	<u>Eva Phelps, Administrative Services Director</u>
Phone	<u>(925) 973-2514</u> work _____ cell _____
Email	<u>ephelps@sanramon.ca.gov</u>
Address/City/State/Zip Code	<u>7000 Bollinger Canyon Road, San Ramon, CA 94583</u>
Project Related Experience	<u>ERP Software Selection Project - needs assessment, RFP development, vendor selection, and facilitation of negotiations for procurement to replace the City's HTE ERP System.</u>
Client #2 Company Name	<u>City of Glendale</u>
Contact	<u>Jason Bradford, CPA, Financial Applications Administrator</u>
Phone	<u>(818) 548-4093</u> work _____ cell _____
Email	<u>JBradford@glendaleca.gov</u>
Address/City/State/Zip Code	<u>141 North Glendale Ave., Glendale, CA 92106</u>
Client #3 Company Name	<u>City of Fremont</u>
Contact	<u>Mary Bradley, retired from City of Sunnyvale, Director of Finance</u>
Phone	<u>(510) 494-4601</u> work _____ cell _____
Email	<u>mbradley@fremont.gov</u>
Contact Address	<u>3300 Capitol Ave., Bldg. B</u>
Address/City/State/Zip Code	<u>3300 Capitol Ave., Bldg. B, Fremont, CA 94538</u>
7	

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8. Payment/Delivery & Implementation Schedule

NexLevel has reviewed and accepts the payment schedule proposed by the City in the RFP (Section 10.0, Page 8). NexLevel is also open to a more granular approach to billing where we tie payments to specific milestones or deliverables.

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9. Project Implementation Assistance (Optional add-on)

NexLevel is available and prepared to provide ongoing ERP implementation support. Our services include project management, chart of accounts analysis and development, conversion assistance, quality assurance, testing support, and other services that help ensure a successful implementation. NexLevel has a successful history of providing these services to our clients. Some examples include City of Chino, City of Chino Hills, City of Poway, City of Glendale, City of Fremont, Douglas County, Sonoma County, San Benito County, and more.

We have provided pricing for our project implementation assistance in our price proposal.

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10. On-site Travel Costs

NexLevel has identified our estimated on-site travel costs in our price proposal. NexLevel is willing to commit to a fixed, not-to-exceed cost for travel expenses.

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11. Proposal Pricing Form

NexLevel has included the RFP Proposal Price Form in our pricing proposal. NexLevel commits to our pricing for 180 days following the proposal due date.

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12. Proposal Timeline/Submission

NexLevel has reviewed and accepts the proposal timeline and submission requirements on Page 11 of the RFP.

NexLevel is prepared to start the project as of January 2018. If desired, NexLevel is prepared and able to initiate work prior to the January 2018.

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13. Number of Proposal & Documentation Copies

NexLevel has provided 20 hardcopy proposals along with an electronic copy (PDF).

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14. Scope of Work/Background

NexLevel offers our clients proven methodologies and tools designed specifically to meet the unique needs of public sector agencies. Since our inception, we have invested in and developed methodologies, tools, and supporting processes designed specifically for the unique needs and requirements of California local government agencies. NexLevel constantly reviews and updates the knowledge base included in these toolkits based on experience with our clients. Our clients benefit directly from our processes, tools and methodologies, as we share these with our clients and in working collaboratively with our clients are able to leave behind the tools, processes, and methodologies to be used in future projects.

NexLevel understands the City's RFP Scope of Work includes the following;

- ◆ Conduct initial planning including establishing an overall project plan, risk assessment, change management plan and budget
- ◆ Perform needs assessment, process documentation, and system requirements
- ◆ Prepare a Request for Proposal (RFP)
- ◆ Facilitate proposal evaluation activities to include attending evaluation meetings, performing reference checks, facilitating product demonstrations, assisting with contract negotiations, and establishing a document repository

NexLevel has a successful history of providing services to meet all the City's RFP requested services, as well additional processes and deliverables to ensure selection of the best fit solution and a comprehensive agreement that guides a successful implementation.

For this project, NexLevel is proposing the use of our proven five phase procurement and selection methodology. Our methodology provides a comprehensive framework that will address all the City's RFP requirements. The five phases include:

1. The **"Initiate"** phase will establish the foundation for effective communication and the successful completion of the project.
2. The **"Requirements"** phase will be conducted and encompass a thorough discovery of the City's specific objectives and needs to ensure all the features, functions and requirements (e.g. user, interface, conversion, technical, etc.) necessary are defined and documented and communicated through the resulting documents for inclusion in the RFP.
3. The **"RFP"** phase will be managed to meet the procurement requirements of the City.
4. The **"Select"** phase will provide the structure for a fair and organized means to complete the review and decision process to select the best solution presented.
5. The optional **"Negotiate"** phase will result in formal completion of agreements with the selected ERP solution vendor and the City.

Figure 3 on the following page provides an overview of the phases, activities, and deliverables for our proposed methodology.



Figure 3 – Methodology Overview

In the following pages, we provide a detailed discussion of each phase.

Phase 1 - Initiate

The purpose of the Initiate Phase is to prepare for, and initiate, the project under a well-defined work plan. This phase includes confirming our understanding, as well as the understanding of the stakeholders, regarding the scope of work and the process for accomplishing the overall objectives of the project.

The following table provides a detailed discussion of what each task will entail.

Table 3– Initiate Phase Tasks and Deliverables

1.1 Project Sponsor Planning Meeting
<p>TASK DESCRIPTION: NexLevel will meet on-site with the City’s Project Sponsor and other key staff to complete a detailed review the scope of work, project timeline, deliverables, project status methods, project participants (i.e. sponsor, subject matter experts, technical resources, etc.), and other items to ensure a well-planned project. During this meeting, NexLevel will discuss the tools and templates that will be leveraged.</p>
1.2 Work Plan Development
<p>TASK DESCRIPTION: NexLevel will publish a Work Plan that identifies the project approach, methods, tasks, activities, resources, schedule, budget, deliverables, issue and risk management, and major milestones. NexLevel understands that our timeline will be driven by the objective to have a software vendor selected by the summer of 2018.</p> <p>DELIVERABLE: Draft Work Plan</p>
1.3 Work Plan Review with Stakeholders
<p>TASK DESCRIPTION: NexLevel will facilitate an on-site meeting with the Project Stakeholder and key project staff to review and obtain feedback on the proposed Work Plan. The goal of this meeting will be to obtain consensus on the Work plan and a commitment to support the Work Plan.</p> <p>DELIVERABLE: Final Work Plan</p>
1.4 Kickoff Meeting
<p>TASK DESCRIPTION: Since the project will have an enterprise-wide impact, it is important to proactively communicate with all impacted staff to ensure a clear understanding of project goals and objectives, roles and responsibilities, approach, tasks, and timeline. The Kickoff Meeting also provides the opportunity to introduce the NexLevel team to City staff and should involve senior level management and project sponsors to provide introduction of this City-wide endeavor.</p> <p>NexLevel anticipates that scheduling all key City staff to be in a specific location, at a specific time, may be difficult. Therefore, if necessary, NexLevel is prepared to conduct two project kickoff meetings. It is important that all City staff that will be involved in the project, regardless of their role, participates in a project kickoff.</p> <p>DELIVERABLE: Kickoff Meeting Presentation</p>

Phase 2 - Requirements

This phase will allow NexLevel to develop an accurate and clear understanding of the current environment, as this provides the initial baseline from which alternatives will be evaluated. In addition, during this phase it is necessary to identify and prioritize future system features and functions. A key success factor to selecting a best fit solution is having a comprehensive understanding of the City’s true needs and requirements.

The following table provides a detailed discussion of what each task will entail.

Table 4 – Requirements Phase Tasks and Deliverables

2.1 Request and Review Documentation
<p>TASK DESCRIPTION: NexLevel understands that City staff has limited time to dedicate to this project. Consequently, we will make all efforts to be as prepared as possible before asking for staff time. To accomplish this, NexLevel will request documentation to familiarize ourselves with the current</p>

environment, processes, procedures, policies, transaction levels, organizational responsibilities, reports, technical documentation, etc. It is not NexLevel's intent to create work for the staff with this task - if requested documentation doesn't exist, then it should not be created now.

DELIVERABLE: Documentation Request Listing

2.2 Conduct System Requirements Workshops

TASK DESCRIPTION: NexLevel will conduct face-to-face interviews (workshops) with the City's functional subject matter experts in all City departments. For the Finance Division interviews, the workshops will occur at a functional level (i.e. general ledger, budget, fixed assets, accounts receivable, inventory, purchasing, accounts payable, payroll, grant and project accounting, treasury, human resources, etc.). For other City departments, a single workshop per department will provide the information necessary to complete an analysis of potential ERP applicability for those department functions.

In some cases, NexLevel may follow up the workshops requesting that staff demonstrate work practices. The interviews will document current processes, practices, policies, and procedures related to the City's use of the ERP system. The workshops will also explore unmet needs and focus on identifying new features and functions that can improve the existing operations.

NexLevel's approach to conducting the requirements workshops involves more than just gathering information from the City's subject matter experts. It includes educating and/or collaborating with staff on best practices and how evolving technology capabilities (i.e. workflow, reporting, integration, dashboards, document management, etc.) can be applied to the future environment.

DELIVERABLE: Functional Requirements Document

2.3 Document Functional Requirements

TASK DESCRIPTION: NexLevel will utilize the information gathered during Task 2.2 above to document the City's existing and desired functional requirements so that potential vendors have a full understanding of the City's requirements.

DELIVERABLE: Updated Functional Requirements Document

2.4 Document Interfaces and Technical Requirements

TASK DESCRIPTION: NexLevel will identify potential required or desired interfaces or integration opportunities between the ERP system and other data repositories. This helps ensure that an integration point or interface is not missed. As part of this task, NexLevel will work with City staff to identify any interface standards that should be included in the RFP (i.e. City preferred interface methods).

DELIVERABLE: Context Diagrams and Technical Requirements Document

2.5 Document Data Conversion Requirements

TASK DESCRIPTION: NexLevel will document the City's desired data conversion and migration requirements so that potential vendors can include the costs and approach for completing the conversion in their proposals. NexLevel will meet with the City's technical and business subject matter experts to identify and document data migration and conversion requirements. NexLevel will provide consultation with regards to the pros and cons of the possible approaches/strategies and provide recommendations.

DELIVERABLE: Data Conversion Requirements Document

2.6 Develop Change Management Plan

TASK DESCRIPTION: Acknowledging and recognizing that change will be imminent when proceeding with a new ERP implementation, we recommend that the City adopt an OCM (Organizational Change Management) Plan to assist in resolving conflicting goals and objectives in the future. These change requirements may result from the initial discovery and requirements

gathering sessions or be identified further during implementation of the selected solution. Understanding and agreeing to change is a critical component to the successful implementation of a project of this size, and having a Change Management Plan in place prior to starting prepares the City, departments and individuals for the impending business and process changes associated with the new solution. It will be important for the City to be able to identify and monitor organizational and individual change management needs and address them before they become issues.

DELIVERABLE: Change Management Plan

Phase 3 - RFP

NexLevel will prepare a comprehensive RFP outlining the business and systems requirements. While NexLevel will bring the City proven RFP templates and methods, we will also develop the RFP in accordance with the City's purchasing guidelines and requirements.

The tasks in this phase will consolidate all relevant information gathered in the prior phases to create an RFP that clearly defines the requirements and objectives of the City. The quality and accuracy of vendor responses are significantly improved using a well-organized, accurate, and clear RFP. A strong RFP is critical as it provides the foundation for evaluating vendors and ultimately provides the basis for a solid agreement between the City and the successful vendor.

The following table provides a detailed discussion of what each task will entail.

Table 5 – RFP Phase Tasks and Deliverables

3.1 Prepare Draft RFP
<p>TASK DESCRIPTION: NexLevel will prepare a draft RFP for review by the Project Stakeholders and identified key staff. If the City has an existing preferred RFP template, NexLevel will conduct a review and compare the City templates to NexLevel's proven ERP RFP template. In addition, if necessary, NexLevel will meet with the City's purchasing and/or legal resources to verify RFP terms and conditions.</p> <p>At a minimum, an RFP should include the following components: purpose and objectives, background, evaluation criteria and selection process, timeline, submission requirements (including forms and templates), RFP terms and conditions, current environment descriptions, business and operations metrics (i.e. number of employees, users, vendors, purchase orders, etc.), functional requirements, technical requirements and standards, and pricing proposal submission requirements.</p> <p>NexLevel will provide the City with a draft RFP for review and discussion.</p> <p>DELIVERABLE: Draft RFP</p>
3.2 Review Draft RFP with Stakeholders
<p>TASK DESCRIPTION: NexLevel recommends that the draft RFP be distributed to the Project Stakeholders and subject matter experts for careful review. After the staff has had the opportunity to review the RFP, NexLevel will conduct a workshop to address any changes, questions, or concerns. The workshop will provide an interactive forum to discuss the RFP content and to ensure a common understanding of the RFP content and upcoming procurement processes.</p> <p>DELIVERABLE: Final RFP</p>
3.3 Identify and Notify Potential Vendors
<p>TASK DESCRIPTION: While online vendor portal sites provide a valuable channel for making an RFP publicly available, NexLevel believes it is in the City's best interest to alert qualified vendors of the upcoming RFP release. NexLevel will evaluate and compile a comprehensive list of public sector ERP solution vendors that provide potential solutions. Our list will include key information about each</p>

vendor. NexLevel will review the listing with the City and assist the City in creating a notification message that can be distributed via email. Timely notification of the City's intent to release an RFP will help ensure the City attracts quality solution vendors and allow the vendors to be better prepared to provide a timely response.

DELIVERABLE: Vendor Listing and Contact Information

3.4 Develop Risk Management Plan

TASK DESCRIPTION: NexLevel will develop a Risk Management Plan (RMP) that will describe the methods that the City will use to manage risks. A risk is any potential problem that may interfere with the success of the project. Risks may impact project schedule, cost, scope, and/or quality. The RMP establishes a proactive approach to identifying and mitigating risks to minimize future problems or issues.

While conducting the assessment, and preparing the RFP, NexLevel will likely identify possible risks. Some of the potential risks may be limited to the procurement and selection efforts, while others will be associated with the subsequent implementation. It is important that risks are captured in a format that supports ongoing monitoring and tracking and a means for resolution of the risks if encountered.

DELIVERABLE: Risk Management Plan

3.5 Release RFP

TASK DESCRIPTION: NexLevel will assist the City in preparing for and releasing the RFP. As part of this task, NexLevel will create a tracking log of who has received the RFP.

Phase 4 - Select

The process for selecting the most appropriate, or best fit, ERP solution vendor requires the City to follow a structured methodology. The goal of this project is to ensure that the vendor who is the "best fit" for the City is selected. Up to this point in the project, the City will have invested heavily in establishing the foundation upon which a best fit selection will be made. The tasks in this phase are focused on ensuring a careful and detailed review of information provided in response to the RFP are conducted, as well as independent research, validation and verification of content.

The following table provides a detailed discussion of what each task will entail.

Table 6 – Select Phase Tasks and Deliverables

4.1 Address Vendor Questions
<p>TASK DESCRIPTION: Release of a clear and well-structured RFP will dramatically reduce the number of vendor questions. However, due to the complex nature of ERP procurements, the City should anticipate that vendors will submit questions that must be addressed to ensure quality proposals are received. In this task, NexLevel will assist the City in responding to vendor questions.</p> <p>DELIVERABLE: Vendor Question Responses</p>
4.2 Facilitate Bidder's Conference
<p>TASK DESCRIPTION: If the City desires to hold a bidder's conference, NexLevel will assist the City in preparing for and holding the conference. However, based on NexLevel's experience, a bidder's conference may not be necessary if a high-quality RFP is released and if the vendor community is made aware of the RFP prior to release.</p> <p>DELIVERABLE: Agenda for Bidder Conference</p>
4.3 Prepare Evaluation Committee

TASK DESCRIPTION: NexLevel will work with the City to identify the evaluation team and prepare an evaluator's packet that includes clear descriptions and direction of the evaluation methodology. The packet will also include a scoring template to assist the evaluator in tabulating their results.

DELIVERABLE: Evaluation Scoring Methodology and Matrix Template

4.4 Screen Proposals

TASK DESCRIPTION: NexLevel will conduct a screening evaluation of all proposals to determine which vendors and proposals meet the mandatory RFP requirements and minimum qualifications. NexLevel will present the results of our screening evaluation to the City. The City can use this information as a guide to determine which proposals require a detailed review.

4.5 Review and Score Proposals

TASK DESCRIPTION: The evaluation team will review and rate the proposals per the evaluation criteria. In addition, NexLevel will review proposals to identify issues, concerns, questions, or clarifications that should be addressed, will provide this information to the evaluation team, and be available to the evaluators for consultation. NexLevel will assist the City in arriving at a preliminary evaluation scoring matrix that identifies a short list of preferred vendors.

DELIVERABLE: Evaluation Scoring Matrix

4.6 Conduct Selection Workshop

TASK DESCRIPTION: NexLevel will facilitate a selection workshop with the City's proposal evaluation committee. NexLevel will use a multi-step facilitation process that encourages evaluator participation and helps drive a consensus on the vendors that appear to be the best fit for the City.

DELIVERABLE: Updated Evaluation Scoring Matrix

4.7 Prepare for Proof-of-Capabilities (POC)

TASK DESCRIPTION: Conducting proof-of-capabilities (POC) sessions with short-listed vendors are a key component of the selection process. This provides the vendors with the opportunity to fully demonstrate their solutions using City provided demonstration scenarios and scripts. As part of this task, NexLevel will develop the POC meeting agenda, scenarios, and scripts for the City to review. In addition, NexLevel can facilitate interaction between the City and the vendors to help ensure the vendor is adequately prepared to complete the POC. The POC provides valuable input into contract negotiations and helps clarify risk areas for special consideration.

DELIVERABLE: POC Meeting Agenda and Scripts

4.8 Facilitate POC Meetings

TASK DESCRIPTION: NexLevel will facilitate the POC sessions to keep vendors on schedule and ensure all POC scripts are completed. At the conclusion of each vendor POC session, NexLevel will facilitate a debrief meeting with the evaluators to capture feedback and update the evaluation scoring matrix accordingly. This information will be used in the final selection report.

4.9 Complete Finalist(s) Due Diligence

TASK DESCRIPTION: NexLevel will assist the City in planning for and completing reference checks and site visits. NexLevel has templates available to the City to complete reference checks and site visits. While NexLevel is available to conduct the reference checks, it has been our experience that these are best performed by City staff because of the information exchange and opportunity to further network.

Deliverable: Reference Check and Site Visit Guideline

Phase 5 – Negotiate

Key terms, conditions, scope, and pricing terms must be fully resolved before concluding a final agreement. We have found that many clients prefer utilizing outside resources for contract negotiations. The purpose of Phase 5 is to formalize and implement a negotiation strategy to ensure the City obtains a favorable contract and all outstanding issues are resolved. NexLevel brings significant experience in contract negotiations that will help ensure an agreement that fully protects the City while supporting a successful implementation.

The following table provides a detailed discussion of what each task will entail.

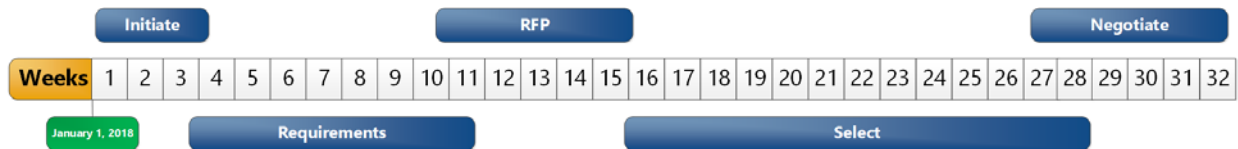
Table 7 – Negotiate Phase Tasks and Deliverables

5.1 Research Prior Vendor Agreements
<p>TASK DESCRIPTION: It is highly likely that the City will select a vendor that has recently implemented their solution with other public agencies. This task focuses on identifying signed agreements with agencies that are of a similar size and complexity as they can provide a valuable source of information to help a City prepare for negotiations. NexLevel will seek out and review available agreements. The review will include evaluating terms and conditions, pricing, payment terms, milestones, and more. The information gathered will be compared to that which was submitted with the RFP with the goal of identifying any gaps or more favorable terms and conditions.</p>
5.2 Conduct Initial Agreement Review
<p>TASK DESCRIPTION: NexLevel will perform a review and provide feedback of the proposed agreement templates. Based on our experience, the City should expect multiple agreements (i.e. software licensing, maintenance and support, professional services, 3rd party software, etc.). NexLevel will provide the City guidance and assistance on the agreement review to help prepare for subsequent negotiations.</p>
5.3 Facilitate Negotiation Strategy Workshop
<p>TASK DESCRIPTION: NexLevel will facilitate a workshop with key City staff to develop negotiation strategy. The workshop will focus on outstanding issues and questions, as well as areas of high risk that need to be addressed. A well planned negotiation strategy reduces the negotiation timeline, reduces frustration among the parties, ensures the City presents a unified front, and reduces the risk that items will be overlooked.</p> <p>DELIVERABLE: Negotiation Strategy Document</p>
5.4 Conduct Negotiation Meetings
<p>TASK DESCRIPTION: NexLevel will assist the City in preparing for negotiation meetings and will attend to support the City staff. If the City desires, NexLevel is available to facilitate the negotiation meetings. NexLevel will take the lead in recording the minutes from the meetings to capture outstanding items, next steps, and critical dates.</p> <p>DELIVERABLE: Draft and Final Agreement Comments</p>
5.5 Assist in Council Approval
<p>TASK DESCRIPTION: NexLevel will be available to attend or participate in the City's presentation of the vendor agreements to the City Council for approval.</p>

Work Plan

Based on our experience with similar projects, and utilizing the City's specific RFP requirements, we provide the following proposed project schedule. The ability to achieve this schedule will be dependent upon the availability of City staff throughout the project. NexLevel may be able to accelerate the proposed schedule if the City wishes to complete specific aspects of the project in a shorter timeframe.

Figure 4 - Project Timeline



NexLevel is prepared to begin the project once the City has selected and executed an agreement.

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15. Insurance Requirements

NexLevel will obtain a Certificate of Insurance for the City of Merced if selected as the consultant to provide professional services for the City's project. Since NexLevel has provided services to the City of Merced recently, we are confident that our insurance coverages meet the City's requirements.

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16. Business License

NexLevel will obtain a business license with the City of Merced if selected as the consultant to provide professional services for the City's project. Since NexLevel has provided services to the City in the past, we are familiar with obtaining a business license.

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17. Bond

NexLevel will obtain a bond of performance for the City of Merced if selected as the consultant to provide professional services for the City's project, and will include the costs for obtaining the bond on the "Pricing Proposal."

NexLevel believes that the 30% hold back of the final project payment is adequate incentive to complete the project. If the City agrees, we can reduce our price for the cost of the bond.

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18. Interfaces

As part of the proven NexLevel Methodology, NexLevel proposes under Phase 2 – Requirements, Task 2.4 – Document Interfaces and Technical Requirements which will encompass the gathering and documentation of interface and technical requirements information from City staff. In turn, the Context Diagrams and Technical Requirements document will be used in the development of the RFP to be released for vendor response.

NexLevel’s experience in assessing, procuring, and implementing complex municipal applications provides the City assurance that we understand the importance of integration to other key City systems.

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19. Proposal Completeness

NexLevel has put forth a good faith effort to comply with the format specified in the City's RFP to ensure we have a compliant bid.

28.0 Exceptions, Clarifications, Amendments

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES FOR SCOPING AND PROCUREMENT OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

List requests for proposal clarifications and exceptions below, if any, sign and submit with your proposal response.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	
13.	32	Bond	NexLevel will include the cost to purchase the 10% performance bond in the "Proposal Pricing." Our exception to the Bond requirement is that the City is holding back 30% of the project costs until the project is complete. NexLevel feels the 30% hold back is adequate for vendor incentive to complete the City's project.

Terry Hackelman, Managing Principal

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20. Appendix A – Consultant Resumes



Patrick Griffin, Principal Consultant Engagement and Project Manager

Consulting Expertise

Project Management:

Project Management,
Requirements Definition,
Business Process Analysis,
Project Plan Development

Technology Planning and Assessments:

Strategic Plans, Initiative
Development, Operational
Assessments, Prioritization
Workshop Facilitation, IT
Outsourcing Evaluations,
Feasibility Studies

Other Technical Areas:

RFP Development, Proposal
Writing, Contract Negotiations

Education

Master of Arts, Public Administration

Cal State Long Beach – 1993

Bachelor of Arts, Psychology

Cal State Fullerton - 1980

Professional Experience

Mr. Griffin is a senior level executive with over 31 years' experience in public sector local agency management. During his career in local government, Mr. Griffin was responsible for every aspect of municipal management, including responsibility for annual budgets, public information dissemination, elected official support, and information technology. Mr. Griffin held a variety of positions including Finance Director, City Treasurer, and Assistant City Manager during his municipal career. Mr. Griffin's knowledge and understanding of local government operations brings NexLevel clients a resource that is aware of, and sensitive to, the unique requirements of public agencies.

NexLevel Project Accomplishments

ERP and Land Management System Procurements

Mr. Griffin has led efforts toward major software system procurements for both Enterprise Resource Planning (ERP) and Land Management System (LMS) projects for the following agencies:

- ◆ City of Manhattan Beach
- ◆ City of Indio
- ◆ Cucamonga Valley Water District
- ◆ Carson City, NV
- ◆ City of Poway
- ◆ City of Newport Beach
- ◆ City of Fresno
- ◆ City of La Quinta
- ◆ City of Paso Robles
- ◆ Camrosa Water District
- ◆ Lake Arrowhead Community Services District

Assessments and Strategic Planning Projects

Mr. Griffin has led or participated in technology service delivery assessments and strategic planning projects for numerous public agencies. All of the projects involved a

detailed review of technology operations, identification of customer needs, prioritization of projects, and/or development of a strategic implementation plan.

- ◆ City of Beverly Hills
- ◆ City of Fresno
- ◆ East Valley Water District
- ◆ City of El Segundo
- ◆ City of Glendale
- ◆ Inland Empire Utilities Agency
- ◆ City of La Quinta
- ◆ Las Virgenes Municipal Water District
- ◆ City of Los Angeles
- ◆ City of Manhattan Beach
- ◆ City of Ontario
- ◆ City of Pismo Beach
- ◆ City of Rancho Palos Verdes
- ◆ City of San Bernardino
- ◆ City of Oxnard
- ◆ City of Huntington Beach
- ◆ City of Ventura
- ◆ Irvine Ranch Water District
- ◆ City of Port Angeles, WA

Mr. Griffin has also served in the role of project manager for the following implementation projects:

- ◆ City of La Quinta ERP implementation
- ◆ City of La Quinta Land Management System implementation
- ◆ City of Chino ERP implementation

Additional Qualifications

Mr. Griffin's public sector experience included responsibility for the day to day operations of Finance, Information Technology, and Community Development Departments for a full service city. These responsibilities encompassed the management of staff, development of strategic planning activities, annual budget development for operations and capital budgets, and oversight of these functions for the organization.

Mr. Griffin served on the Fullerton Planning Commission for four years. He remains active in a variety of professional organizations including CSMFO, MISAC, and the League of California Cities.



Rick Keyes, PMP, Subject Matter Expert

Consulting Expertise

Program/Project Management:

Program/Project Management,
Project Prioritization,
Requirements Definition,
Business Process Analysis,
Project
Plan Development and Updates,
IT Governance, Program
Management Office, Staff
Planning and Management,
Talent Development, Vendor /
Contract Management, End-User
Training

Technology Planning and Assessments

Information Technology
Strategic Plans, Initiative
Development,
Operational Assessments,
Policy/Procedure Development,
IT Portfolio Management, Best
Practices

Other Technical Areas

IT Strategies, Technology and
System Development Standards,
IT Policies and Procedures

Education

Master of Science, Business Management

University of Wisconsin –
Milwaukee (1991)

Bachelor of Science, Economics

University of Wisconsin –
Madison (1985)

Professional Experience

Mr. Keyes is an information technology management professional with more than 25 years of experience in State and Local government. He has a proven success working with clients in the completion of Information Technology Strategic Plans and enterprise system procurements, including requirements definition, business process analysis, research of technical options, and successful delivery of innovative solutions to support the goals of the organization. Mr. Keyes is extremely effective at building delivery teams to achieve organizational objectives and implement effective technology solutions.

NexLevel Project Accomplishments

Enterprise Resource Planning (ERP), Land Management (LMS) and Utility Billing (UB) System Procurement, City of Carson City, NV

Currently providing consulting services for the procurement of ERP, LMS and UB replacement systems for the City's SunGard (Superion) Naviline system; the project scope includes RFP development, proposal analysis, vendor demonstrations and vendor selection.

Enterprise Resource Planning (ERP), Land Management (LMS) System Procurement, City of Indio, CA

Currently providing consulting services for the procurement of ERP and LMS replacement systems for the City's SunGard (Superion) Naviline system; the project scope includes RFP development, proposal analysis, vendor demonstrations and vendor selection.

Enterprise Resource Planning (ERP), Utility Billing (UB) System Procurement, Cucamonga Valley Water District, Rancho Cucamonga, CA

Currently providing consulting services related to the procurement of ERP and UB replacement systems for the District's SunGard (Superion) Naviline; the project scope includes completion of a needs assessment, RFP development, proposal analysis, vendor demonstrations and vendor selection.

Land Management System Procurement, City of Newport Beach, CA

Provided consulting services for the procurement of a new Land Management System for the City; the project scope included completion of a needs assessment, RFP development, proposal analysis, vendor demonstrations and vendor selection.

IT Assessment, City of Watsonville, CA

Provided consulting services in support of an Information Technology Assessment for the City.

Interim IT Officer, City of Irvine, CA

Mr. Keyes served as the Interim Information Technology Manager following the resignation of the previous IT Manager. The City's IT team provides support Citywide to department end-user including Administrative Services, Community Development, Community Services, Public Works, Police, City Clerk and City Manager. Accomplishments included engagement of IT with the departments and improvement of customer service, updating of the City's IT Strategy and Plan, engagement with multiple departments on initiation of long-deferred projects, oversight of improvements to both internal network and public facing infrastructure and the hiring of a permanent IT Manager for the City.

IT Assessment, City of Burbank, CA

Provided consulting services for the completion of an Information Technology Assessment for the City.

IT Assessment, City of Fresno, CA

Provided consulting services for the completion of an Information Technology Assessment for the City.

Land Management System Procurement, City of Fresno, CA

Provided consulting services for the procurement of a new Land Management System for the City; the project scope included completion of a needs assessment, RFP development, proposal analysis, vendor demonstrations and vendor selection.

Patient Health Information Portal Project, California Correctional Health Care Services (CCHCS), Sacramento, CA

Project Manager. As a NexLevel consultant, managed a project which culminated in the implementation of a new healthcare portal including links to all CCHCS healthcare applications as well as the first enterprise-wide electronic, interactive medical form. Also assisted in the procurement of a planned Electronic Health Record (EHR) project, another multi-year, multi-million dollar project that resulted in the implementation of a full electronic health record for the California Correctional Health Care system. [July 2012 – September 2013]

Unit Health Record (eUHR) Project, California Correctional Health Care Services (CCHCS), Sacramento, CA

Project Manager. As a NexLevel consultant, responsible for managing a multi-year, multi-million-dollar project to convert the 33 California state prisons from paper health records to scanned images of those records. Managed solution vendor during application development effort and during setup of necessary infrastructure to ensure that specifications were met for both infrastructure and application performance. Managed the project to successful implementation

in a first-in-the-United States “big bang” implementation for this type of project – all sites on the same day. Within the first year, more than 20 million health records had been scanned into the new system. [November 2010 – June 2012]

Prior Project Accomplishments

Pursuit Manager / Operations Manager, CGI, Los Angeles, CA

Led organizational efforts to win new projects and clients by drafting and reviewing proposal documents, developing project management and staffing plans and executing scenario-based financial analysis. Coordinated organization level operations for all projects owned by the LA Metro, including financial reporting, project oversight, staff planning and management, talent development and training. Responsible for ensuring compliance with organizational standards and practices in project execution. [December 2014 – January 2016]

Replacement of Legacy Budget Development System, City of Los Angeles, CA

Project Manager. Managed a project effort that culminated in the replacement of a legacy budget development system with CGI’s Advantage Performance Budgeting application. Replacing the system aligned the City’s budget development process with the Mayor’s outcome-based budgeting initiative. Managed all aspects of project from project and resource planning to team coordination and financial control. [October 2013 – November 2014]

Information Technology Consultant, Keyes Consulting LLC, Boston, MA & Sacramento, CA

Owner/Principal. Performed high-level assessment of the state of IT infrastructure for the New York highway department for newly-appointed Director; screened Chief Information Officer candidate prior to hiring by Department. As program/project manager, managed end-to-end application development efforts for the Massachusetts School Building Authority for both large-scale projects and smaller application enhancements. Worked with Deputy Executive Director and departmental executives to conceptualize applications and identify requirements. Worked with the IT and project teams to design application functionality, develop project schedules and create project deliverables. Lead application integration efforts, provided all project management. [May 2007 – November 2010]

Massachusetts School Building Authority (MSBA), Commonwealth of Massachusetts, Boston, MA

Chief Information Officer. Appointed as first CIO, responsible for all aspects of information technology and IP telephony for a newly-created \$10 billion state authority, including design and implementation of IT architecture, strategies, technology and system development standards, IT policies and procedures. [June 2005 – May 2008]

Commonwealth Information Warehouse (CIW), Information Technology Division, Commonwealth of Massachusetts, Boston, MA

Director. Responsible for managing the business and technical teams and directed their efforts in the development and support of the CIW (the state’s repository for enterprise accounting and human resources data). [November 2000 - June 2005]

House Legislative Committee on Ways and Means, Commonwealth of Massachusetts, Boston, MA

Director of Information Systems. Responsible for all aspects of IT policy and procurement, end-user support and application development. [November 1996 – November 2000]

Commonwealth Information Warehouse (CIW), Information Technology Division and Office of the State Comptroller, Commonwealth of Massachusetts, Boston, MA

System Analyst. Provided training and support to end-users of the CIW; evaluated third-party software applications and assessed their suitability for use by the state's more than 500 end-users; analyzed legacy payroll systems and developed functional specifications for the migration of the source systems into the CIW. [April 1995 – November 1996]



Michael Gomez

Subject Matter Expert

Consulting Expertise

Finance

Budget Planning, Implementation, and Administration; Revenue and Expenditure Projection Expertise, Fiscal Impact Analysis, Employee Listing and Costing Budgeting, Lease/Purchase Financing, Budget and General Ledger Adjustments.

Education

Master of Public Administration

California State University – San Bernardino - April 2009

Bachelor of Arts, Economics

Chapman University - January 2002

Associate of Arts

San Bernardino Valley College - June 2000

Professional Associations

California Society of Municipal Financial Officers

Senior Advisor – Professional Standards and Recognition Committee (February 2016 to 2017)

Chair – Professional Standards and Recognition Committee (February 2014 to February 2016)

Vice Chair – Professional Standards and Recognition Committee (2012 to February 2014)

Professional Experience

Mr. Gomez has over 15 years of experience in the finance industry, serving both public sector and utility clients. With this unique background, Mr. Gomez is well qualified to address customer needs by providing deep municipal and utility finance, payroll, and HR functional subject matter expertise coupled with hands-on project implementation experience. Mr. Gomez offers NexLevel clients strong decision support, analytical, technical, facilitation, project management, communications and program management skills, and with these skills has established a successful track record in supporting public agencies.

NexLevel Project Accomplishments

Enterprise Resource Planning (ERP), Silicon Valley Clean Water

Provided consulting services for the procurement of a new ERP for the District's Rocket Software; the project scope included needs assessment, RFP development, proposal analysis, vendor demonstrations and vendor selection.

Enterprise Resources Planning (ERP), Placer County

Provided consulting services for the procurement of a new ERP for the County's Performance Services and Peoplesoft Software; the project scope included needs assessment, RFP development, proposal analysis, vendor demonstrations and vendor selection.

Application Assessment and Recommendation, City of Merced

Provided consulting services to evaluate the HTE applications in use and provide a business case and alternative analysis report.

Enterprise Resource Planning (ERP), City of Manhattan Beach

Currently providing consulting services for the procurement of an ERP (including utility billing) replacement systems for the City's Tyler Eden system. The project scope includes RFP development, proposal analysis, vendor demonstrations and vendor selection.

Enterprise Resource Planning (ERP), City of Half Moon Bay

Currently providing consulting services for the procurement of an ERP (including land management) replacement systems for the City's Harris system. The project scope includes needs assessment, RFP development, proposal analysis, vendor demonstrations and vendor selection.

Enterprise Resource Planning (ERP), City of San Ramon

Currently providing consulting services for the procurement of an ERP (including land management) replacement systems for the City's SunGard Public Sector HTE system. The project scope includes RFP development, proposal analysis, vendor demonstrations and vendor selection.

Enterprise Resource Planning (ERP), Sacramento Metropolitan Fire District

Currently providing consulting services for the procurement of an ERP replacement system for the City's Tyler Incode system. The project scope includes business case, RFP development, proposal analysis, vendor demonstration and vendor selection.

Enterprise Resource Planning (ERP), City of Redwood City

Currently providing consulting services for the procurement of an ERP (including utility billing) replacement system for the City's Rocket Software system. The project scope includes RFP development, proposal analysis, vendor demonstration and vendor selection.

Enterprise Resource Planning (ERP), City of Burlingame

Currently providing consulting services for the procurement of an ERP (including utility billing) replacement system for the City's Rocket Software system. The project scope includes RFP development, proposal analysis, vendor demonstration and vendor selection.

Project Accomplishments

Financial Resources Manager, City of Riverside, Riverside, CA

Responsible for planning, implementing and administering the City's budget. This includes oversight and assistance with revenue and expenditure projections, review of fiscal impact of Council reports, and coordination of special studies, such as the user fee study and cost allocation plan. Responsibilities also include overseeing debt and special district compliance, overseeing business tax, and assisting all City Departments with their financial services questions, as well as developing memos, agenda items, staff reports and resolutions.

Director of Finance/Treasurer, Moulton Niguel Water District, Laguna Niguel, CA

After starting as a Senior Financial Analyst, became Director of Finance within 18 months. Responsible for planning, implementing and administering the District's budget, which included developing revenue and expenditure projections, developing employee listing and costing, and coordinating and updating the District's 10-year cash flow model. **During his time at the District, he was the lead project manager and sponsor for implementation of new Enterprise Resource Planning (ERP) software (i.e. Finance, Payroll, Human Resources, and Utility Billing).** Responsible for preparing and presenting staff reports, memos and presentations to the Finance Committee and Board of Directors. Served as District labor negotiations committee member, as well as assisting with Water Rate Analysis, and overseeing

the District's cash investments. Finally, assisted with GFOA CAFR Award submittal, and reviewed and recommended financial actions, such as bond refunding and SRF loan participation.

Financial Analyst, City of San Bernardino, San Bernardino, CA

Responsible for assisting with planning, implementation and administration of City's budget. Coordinated the implementation of the City's Program Budget, developed expenditure projections, and coordinated completion of various financial studies with consultants. Developed budgeted employee listing and costing, procured lease/purchase financing for capital equipment, and prepared and processed budget and general ledger adjustments. He also provided assistance with and reviewed the following: department budget submissions, department mid-year expenditure projections, and encumbrance carryover and continuing appropriation process. Also, responsible for assist the Purchasing division with completing bids, bid openings and purchase orders. Assisted all City Departments with their financial services questions, as well as developing memos, agenda items, staff reports and resolutions.

Administrative Analyst II, City of San Bernardino, San Bernardino, CA

Responsible for developed department expenditure and revenue budgets consisting of an internal service fund, enterprise fund and general fund. Assisted Street Maintenance division to implement and complete CIP projects. Evaluated staff, selected staff for hire, trained staff and disciplined staff, as well as overseeing department payroll process. Served as the departments contact for administrative questions from other departments. Assisted in development of collection policies and procedures for Integrated Waste Management Division. Assisted in the implementation of Regional Water Quality Control Board's Waste Discharge Rules. Developed memos, agenda items, staff reports and resolutions. Drafted and assisted in request for proposal, contracts and agreements.

Management Analyst, Public Works Department – Water Services Division, City of Tustin, Tustin, CA

Responsible for developing department expenditure budgets, in addition to purchasing equipment, vehicles and supplies for Water Services Division through either a formal bid process, an informal bid process, or a state contract. Responded to state, county, local government and other regulatory/governing agencies request for information. Assisted management team and other city departments as requested, as well as oversight and update of the Vehicle Replacement Fund. Completed various monthly reports for governing agencies, as well as developing memos, agenda items, staff reports and resolutions. Provided management with water production projections and cost analysis, assisted with various meeting presentations including neighborhood and facility dedications. Provided public outreach, including presenting at the Orange County Water District's Blue Planet Foundation Children's Drinking Water Festival.



ADMINISTRATIVE REPORT

Agenda Item I.8.

Meeting Date: 2/20/2018

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

SUBJECT: Street Closure #17-13 (Merced Main Street Association, for Use of W. Main Street Between M and Canal Streets, and to Include the Use of Bob Hart Square)

REPORT IN BRIEF

Merced Main Street Association requests the use of City streets and Bob Hart Square for the 3rd Annual "Merced FEAST" farm-to-table event, to include the serving of alcohol, on Thursday and Friday, September 20 and 21, 2018, from 12:00 p.m. to 11:00 p.m., and 3:00 p.m. to 10:30 p.m., respectively.

RECOMMENDATION

City Council - Adopt a motion approving the street closure of W. Main Street between M and Canal Streets and use of Bob Hart Square with serving of alcohol, on Thursday, September 20, 2018, from 12:00 p.m. to 11:00 p.m.; and the use of Bob Hart Square on Friday, September 21, 2018, from 3:00 p.m. to 10:30 p.m., subject to the details and conditions outlined in the administrative staff report.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to modifications as conditioned by Council; or,
3. Deny the request completely; or,
4. Refer back to staff for reconsideration of specific items as requested by Council; or,
5. Continue item to a future Council meeting (date and time to be specified in City Council motion).

AUTHORITY

City of Merced Charter Section 200; California Vehicle Code (CVC) Section 21101(e), and Merced Municipal Code Section 9.12.020, as follows:

"CVC 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."

And, "MMC 9.12.020. Serving or drinking liquors on street.

"It is unlawful, and a misdemeanor, subject to punishment in accordance with Chapter 1.12 of the Code, for any person to serve, drink, consume, or have in his/her possession an open container containing any spirituous, vinous, malt, or any other intoxicating liquors in or upon any of the streets, sidewalks, alleys, parks, parking lots, or any public place in the city, unless otherwise permitted by the Merced Municipal Code or authorized by the city council."

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

Requested Streets and City Facilities

The applicant requests the use of City streets and facilities as listed below and illustrated on Attachments 1 and 2:

Thursday, September 20, 2018, from 12:00 p.m. to 11:00 p.m.:

- W. Main Street, between M and Canal Streets
- Bob Hart Square Park
- Alcohol will be served at this event.

Friday, September 21, 2018, from 3:00 p.m. to 10:30 p.m.:

- Bob Hart Square Park
- Alcohol consumption will be contained to 510 Bistro restaurant area only. No alcohol will be consumed in the park.

Background

The Merced Main Street Association (MMSA) is requesting the street closure in order to hold the 3rd Annual Merced FEAST (Festival Engaging Agriculture Sustainability to the Table) event.

As the event website explains, "This event will feature fares from only Merced County Farms, which will be artfully prepared by local area celebrity chefs, highlighting our wonderful and diverse food cultures of this Central Valley Region." And the "goal of this farm-to-table event is to explore new and interesting ways to connect Merced County residents to the local foods and the farming community that produces them. This mission will be accomplished by presenting FEAST dinner guests with a multi-course meal with menu creations based around what agricultural products are in season, harvested from farmer's fields in Merced County. Our dinner hosts will include local dignitaries and celebrities who will greet attendees and be assigned by local FFA, 4-H, and vocational food service students with presenting small bites during our pre-dinner festivities."

The event is co-sponsored together with the MMSA by the Merced Certified Farmers Market, the Downtown Neighborhood Association, UC Merced, and Merced College. 2017 sponsors also included Foster Farms, Joseph Farms, California Women for Agriculture, Rabobank, and the Merced County Farm Bureau.

Event Description

FEAST Dinner:

The applicant proposes to close W. Main Street between M and Canal Streets, and reserve Bob Hart Square Park for their exclusive use, beginning at 12:00 p.m. on Thursday, September 20, 2018. The event itself will run from 5:30 p.m. to 9:30 p.m., and streets will reopen by 11:00 p.m. (Attachment 1).

Plentiful time before and after the event is being allowed for set-up and takedown of tables, chairs, and necessary equipment, event décor, and table settings. The tables for the dinner will be set up along the middle of W. Main Street within the street closure area. A full bar will be set up in Bob Hart Square, with the rest of the park reserved for reception and conversation (Attachment 2).

No tents or other weather protection are proposed at this time; however, in the event of a forecast of rain during the event, tents may be erected with Planning Department and Fire Chief approval, along with any required permits (Condition #13).

The catering and alcohol service will be provided by the 510 Bistro restaurant. The event will be restricted to those attendees who are 21 years of age or older. Guests will check in at the entrance staffed by security and will receive wristbands to wear during the event.

City-supplied electricity is requested for the FEAST street closure event. The event sponsor will be responsible for making arrangements prior to the event with appropriate City staff to make the electricity hookups available (Condition #19).

Security guards will be provided at a minimum ratio of one guard per fifty guests, as is normally required by the Police Department, to ensure that alcohol consumption is contained to the event area (Condition #8).

The applicant is required to notify all businesses and residences affected by the street closure within one-half mile with information on the range of time that the street will be closed and the reason. This notice must be given at least seventy-two (72) hours prior to the street first being closed off. The applicant must then confirm with Planning Department staff that this notice was distributed to those businesses and residences (Condition #7 and Attachment 4).

Music on the Square:

The applicant proposes to use Bob Hart Square Park from 3:00 p.m. to 10:30 p.m. for their "Music on the Square" event on Friday, September 21, 2018. The concert itself will run from 5:30 p.m. to 9:30 p.m. (Attachment 1).

Plentiful time is being allowed prior to the concert to ensure the park is cleared and ready for the musicians and attendees. The musicians will be setting up on the park's patio area near the fountain that is adjacent to the gated outdoor seating of 510 Bistro. Attendees can either sit at the restaurant or bring chairs/blankets to listen from the park's lawn area (Attachment 2).

No chairs, tables, or tents are proposed be set up by the applicant at this time. However, in the event of a forecast of rain during the event, tents may be set up with Planning Department and Fire Chief approval and any required permits (Condition #13).

Music will be amplified, but will be over by 9:30 p.m., with respect to nearby residences. Power for amplification and microphones will be supplied by the 510 Bistro restaurant for the concert.

The event is free to the public. Alcohol drinks will be available from 510 Bistro restaurant as part of their normal business operations; however, the consumption of alcohol must stay contained within the restaurant's existing patio enclosure. The applicant will be responsible for ensuring that alcoholic drinks are not taken into or consumed by attendees seated in the park's lawn area (Condition #12).

Ample parking for both FEAST events is provided nearby at the City public parking lots along W. 16th Street, and bathrooms will be provided inside the restaurant.

Conditions of Approval

The event and street closure will be subject to the following conditions, if approved:

1. By applying for the street closure and use of City-owned real property, the Permittee shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
2. Prior to engaging in the event, Event Sponsor shall provide the City with a Certificate of Liability Insurance evidencing coverage in an amount of no less than \$500,000 for property damage and \$500,000 for personal injury or a minimum combined single limit coverage of \$500,000. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this coverage, naming the City of Merced, its Officers, Employees, and Agents as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City. Certificates of Insurance shall also be provided for Automobile insurances of all automobiles used for the event. If the Event Sponsor has any employee(s), full workers' compensation insurance shall be provided with a limit of at least \$100,000 for any one person as required by law.

3. The applicant shall obtain, at its sole cost and expense, special events coverage insuring the City and its officer, employees, volunteers, and agents from any and all claims relating to the project. Special events coverage may be obtained through private insurance or is available through application with the City Clerk's office three weeks prior to the event.
4. Failure to comply with any law, rule, or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.
5. The applicant shall comply with all applicable statutes, ordinances, rules, regulations, etc., including all requirements of the City of Merced Fire Department.
6. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path into and through the street closure area at all times via movable barriers. Fire hydrant access shall not be blocked at any time whatsoever.
7. Event sponsor shall contact all businesses and residences affected by the street closure(s), advising them of the hours, conditions, and reason thereof within one half-mile of the encroachment area at least seventy-two (72) hours prior to the event. Event Sponsor shall provide the City confirmation that the proper notification was given (Attachment 4).
8. Adequate supervision and security throughout the event perimeter shall be provided by the event sponsor to ensure the safety of event participants and the public, as required by the City of Merced Police Department. Security guards shall be provided at a minimum of one guard per each fifty guests.
9. 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. Application fees are non-refundable.
10. Event sponsor shall be responsible for placing and removing all traffic barricades and posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicle(s) per California Vehicle Code Section 22651(m). All barricades and signs shall be removed by the event sponsor immediately following the end of the event.
11. Event sponsor shall be responsible for dismantling and removing all equipment, temporary structures, trash, and debris within and around the closure area generated by the event prior to the expiration of the closure permit.
12. Alcoholic beverages may be sold, served, or consumed during the street closure event on September 20, 2018, subject to the rules and regulations of the California Alcoholic Beverage Control. Alcohol shall not be sold, served, or consumed in Bob Hart Square at the concert event on September 21, 2018. The event sponsor will be responsible for ensuring strict compliance with requirements and restrictions for both events.

13. In the event of expected rain for either event, the event sponsor may include the use of tents at the event with Planning and Fire Department approvals, including any necessary fire permits for larger tents.

14. Noise from music or other activities shall be kept to a minimum, so as not to disturb the nearby residential loft units. Music shall not be played later than 9:30 p.m.

15. Event sponsor shall be responsible for ensuring that all independent vendors and services involved with the event obtain or already possess a current City of Merced business license.

16. Event sponsor and all food vendors and caterers shall comply with all requirements of the Merced County Environmental Health Department with regards to the preparation and serving of food and drink.

17. Event sponsor shall provide access to disabled-accessible restrooms, as required by the California Building Code.

18. Event sponsor shall arrange and pay for special event City Refuse service, or provide other suitable means for trash collection, as deemed appropriate by the City of Merced Public Works Department/Refuse Division.

19. Event Sponsor shall be responsible for making timely arrangements with the City's Public Works staff to turn the electrical power supply in the park on and off before and after the event.

20. Any temporary modifications of the City's electrical system in the park shall be approved by City staff. Only a State-licensed electrician shall be permitted to make any such modifications. All modifications shall be completely removed and reverted back to the original system after the event.

21. All other provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.

IMPACT ON CITY RESOURCES

As each event proposed will be handled entirely by volunteers, the event is not expected to significantly impact any City resource.

Security will be provided by the applicant, and as any refuse waste generated by the event will be by 510 Bistro's staff during preparation of the dinner and at the bar, the restaurant's existing refuse services at the alley will be sufficient.

The applicant states that they will need to use City-supplied electricity for the FEAST dinner; this is the only expected impact to the City. Power will not be needed for the concert in Bob Hart Square (supplied by the restaurant).

ATTACHMENTS

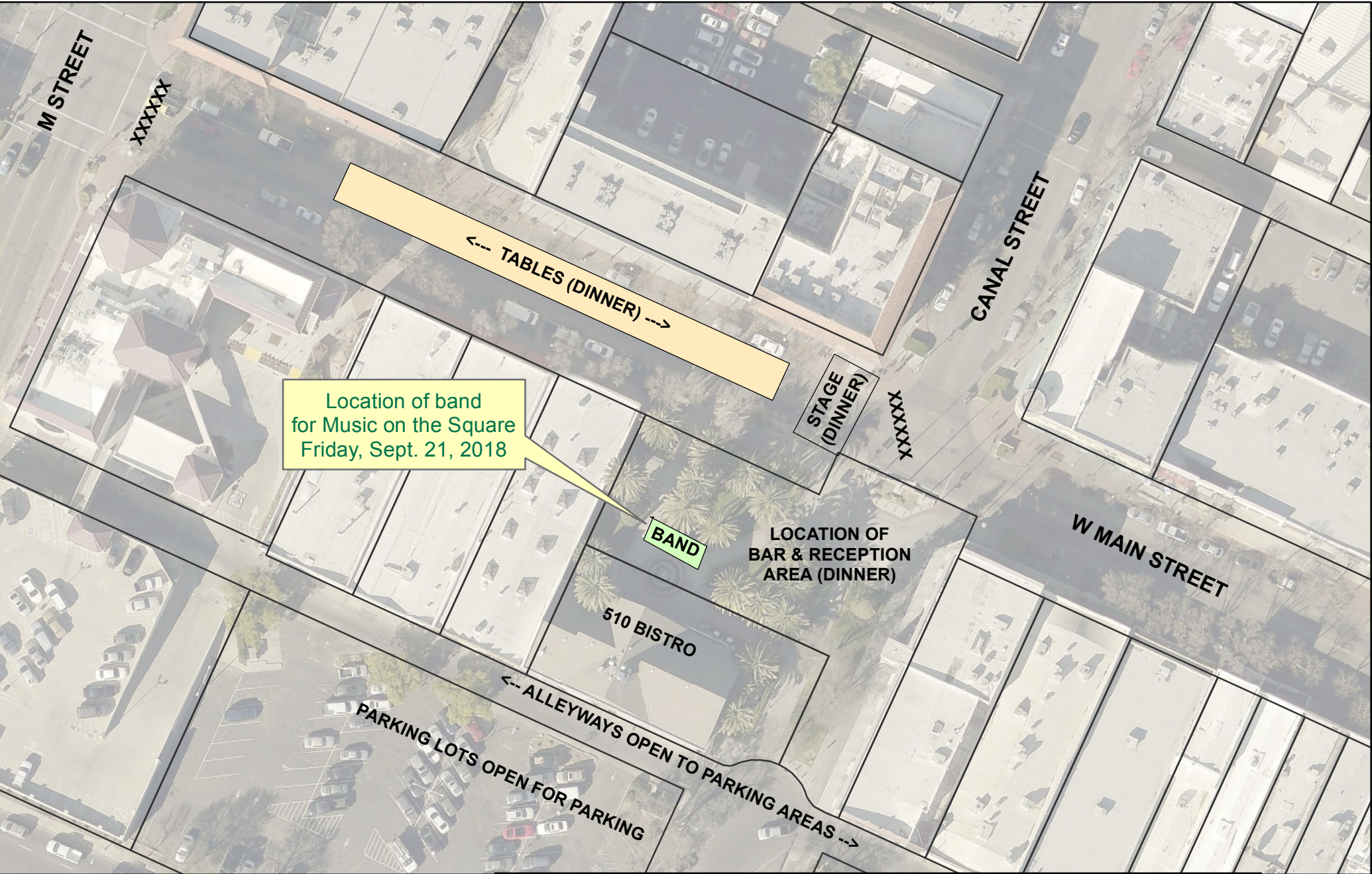
1. Location Map
2. Site Plan - FEAST dinner and Music on the Square
3. Pictures from Previous Events
4. Notification of Pending Street Closure



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 #17-13 (Merced Main Street Association)
Merced FEAST - Thursday, September 20, 2018; 12:00
p.m. to 11:00 p.m.; and,
Music on the Square - Friday, September 21, 2018; 3:00
p.m. to 10:30 p.m.





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SITE PLAN

Street Closure #17-13 (Merced Main Street Association)

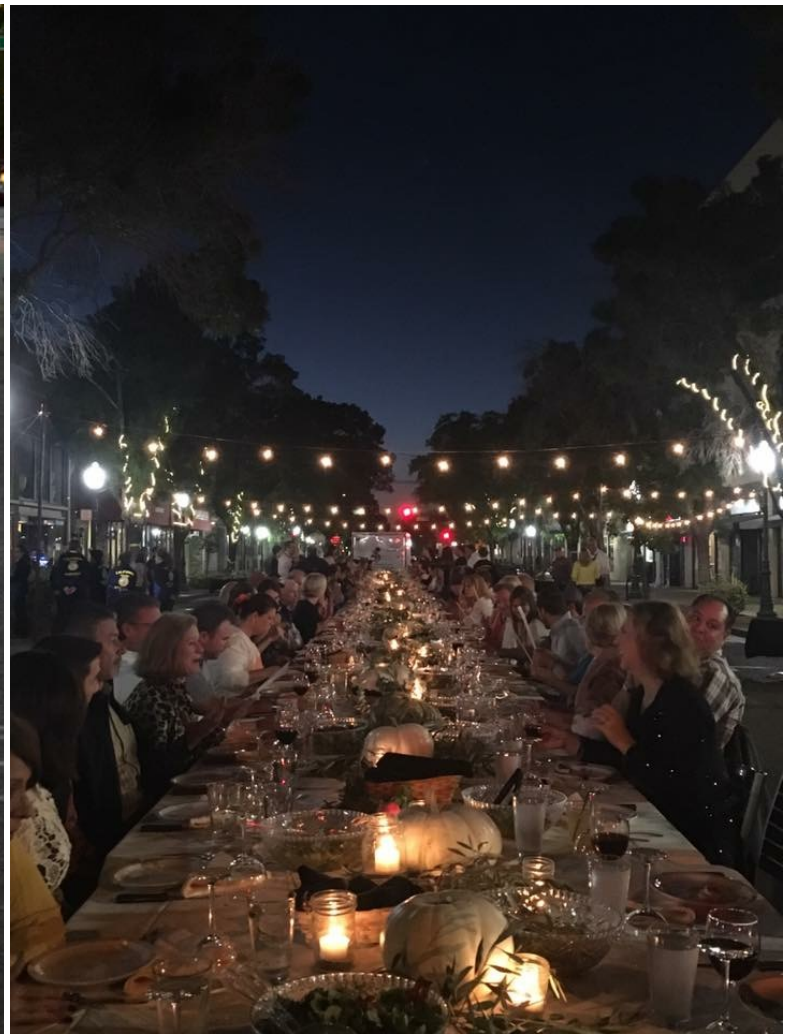
Merced FEAST (Thursday, September 20, 2018; 12:00 p.m. to 11:00 p.m.);

and,

Music on the Square (Friday, September 21, 2018; 3:00 p.m. to 10:30 p.m.)

ATTACHMENT 2





ATTACHMENT 3

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 I.9.

Meeting Date: 2/20/2018

Report Prepared by: Charles Slagter, WWTP Operations Supervisor

SUBJECT: Purchase of a Kubota Loader Utilizing the Government Procurement Program and Waiving of the Competitive Bidding Requirement

REPORT IN BRIEF

Considers waiving the competitive bidding requirement for the purchase of a Kubota loader in the amount of \$65,920.76 for the loading of biosolids at the Wastewater Treatment Facility through the National Joint Powers Alliance (NJPA) Government Procurement Program.

RECOMMENDATION

City Council - Adopt a motion waiving the City's competitive bidding requirement to purchase one Kubota loader from the National Joint Powers Alliance (NJPA) Program for \$65,920.76; and, authorizing the City Buyer to issue the purchase order.

ALTERNATIVES

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

AUTHORITY

Merced Municipal Code Section 3.04.210 - Exemptions from competitive bidding.

CITY COUNCIL PRIORITIES

As provided for in the 2017-18 Adopted Budget.

DISCUSSION

In 2013, the Wastewater Treatment Plant purchased a rubber tracked bobcat (E-1374) for the purpose of loading biosolids into the active solar dryers. Over the past few years, this unit has proved mechanically unreliable and has accumulated over \$45,000 in parts and labor due to continuous breakdowns. The frequency of breakdowns have increased dramatically in the last calendar year. In addition to the extensive mechanical breakdowns, the unit is experiencing accelerated levels of corrosion due to the aggressive, corrosive nature of the work environment. This corrosion will shorten service life and likely incur further expense.

After consultation with City's Fleet staff, it was decided that the best solution for the problematic bobcat is to purchase a replacement loader. Staff also feels that by removing the bobcat from the active solar dryers, the service life that is still available on E-1374 can be extended by serving as a backup to other Public Works departments on construction related duties, should any department's normal unit be out for service.

The process for determining a replacement loader was focused on three key factors. First was turning radius; the environment inside the active solar driers is a confined area, a loader with a tight turning radius is crucial to avoid structural damage to the active solar dryers. Second factor was local support. A Kubota service center is located close to the Wastewater Treatment Facility (WWTF). Third factor was reliability and ease of maintenance. The City's Fleet Maintenance staff like Kubota's reputation for serviceability and reliability. It is anticipated that this purchase will result in a savings of staff time for routine maintenance.

By purchasing the Kubota loader through the NJPA program the City will save approximately \$18,918.72. The cost of the replacement equipment, including applicable tax, is \$65,920.76. WWTF staff would like to request approval to waive the competitive bidding process and purchase the Kubota loader through the NJPA.

IMPACT ON CITY RESOURCES

Funding is available within the Wastewater Treatment Facility budget.

ATTACHMENTS

1. NJPA Quote
2. NJPA Membership

- Standard Features -

- Custom Options -



Kubota

R Series

R530R43

*** EQUIPMENT IN STANDARD MACHINE ***

ENGINE

V2607 Tier 4 Final Kubota Diesel Engine
4 Cylinders, 4 Cycle
47.9 Net HP @ 2400 rpm

Features:

5 Second Quick Preheat System
Automatic Regeneration
Dual Element Air Cleaner
Fuel / Water Separator
Refueling Assistant
Self-Bleed Fuel System

BASIC UNITS

R530R43 with:
ROPS/FOPS A/C Cab
100% On-Demand Differential Lock
Rear Counter Weight
Without:
Quick Coupler
Buckets
Options

OPERATIONAL DIMENSIONS w/ SSL Coupler

Bucket Capacity (SAE J742) 0.85 cu yd.
Tipping Load Straight w/ Bucket (SAE Rating) 6,537 lbs.
Tipping Load Straight w/ Pallet Forks (SAE Rating) 5,037 lbs.
Hinge Pin Height 10' 7"
Dump Height at Fully Raised Position 8' 0"
Maximum Dump Angle 44°
Reach Fully Raised at Maximum Dump Angle 2' 9"
Loader Bucket Breakout Force 7,761 lbs.
Steering Angle (each way) 40°
Frame Oscillation Angle (Total) 8°
Standard Tire Size (Bridgestone) 365/70 R18 8 ply
Traction Force 6,540 lbs
Auxiliary Hydraulic Flow 14.2 gpm @ 2,700 psi

FEATURES

±40° Articulated Steering, 8° Frame
Oscillation
2 Head Lights, Front and Rear Signal Lights
Articulation Transport Lock
Auxiliary Hydraulics @ 14.2 gpm.
Single Lever
Digital Control Panel w/ Diagnostics
FOPS (Falling Object Protective Structure, Level 1, ISO 3449)
Grease Gun Holder
Hybrid Link Loader System, Loader Arm Support
Hydraulic Quick Coupler In-Cab Control
Hydrostatic Transmission w/ Two Speeds
Inching and brake pedal, Left Side
Maintenance Free Battery
Multifunction Operating Lever w/ Lockouts,
Float, Mechanical Linkage, Direction and speed control
On Demand, 100% Differential Lock
Parking Brake, Spring Applied, Hydraulic Release
Power Steering, Tilt Steering Wheel w/ Steering Knob
Radio Ready
Retractable Seat Belt
ROPS (Roll-over Protective Structure, ISO 3471)
Service Brakes, Wet Type Disk Brakes, Enclosed
Side Mirrors, 12V Power Outlet
SSL Type or Euro Type Quick Couplers
Suspension Seat w/ Headrest
Cup Holder
Towing Pin

R530R43 Base Price: \$72,602.00

(1) HYDRAULIC QUICK COUPLER/ R530 & R630 \$3,315.00
K7171-HYDRAULIC QUICK COUPLER/ R530 & R630

(1) 72" GENERAL PURPOSE BUCKET FOR SSL COUPLER \$2,258.00
K7172-72" GENERAL PURPOSE BUCKET FOR SSL COUPLER

(1) BOLT-ON CUTTING EDGE FOR 72" BUCKET \$263.00
K9724-BOLT-ON CUTTING EDGE FOR 72" BUCKET

(1) BUCKET POSITION INDICATOR KIT \$169.00
K7160-BUCKET POSITION INDICATOR KIT

(1) RH WRIST REST KIT - CABIN \$221.00
K7198-RH WRIST REST KIT - CABIN

Configured Price: \$78,828.00

NJPA Discount: (\$18,918.72)

SUBTOTAL: \$59,909.28

Dealer Assembly: \$127.50

Freight Cost: \$610.00

PDI: \$250.00

Total Unit Price: \$60,896.78

Quantity Ordered: 1

Final Sales Price: \$60,896.78

Purchase Order Must Reflect the Final Sales Price

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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206.121.90.30

700 S. Hwy 59
Merced, CA 95341
(209) 726-4600
Fax (209) 726-5122



Quality People Quality Products®

1-877-TRACTOR

(1-877-872-2867)

www.GartonTractor.com

RETAIL PURCHASE ORDER

Buyer: City of Merced Water Quality Control Division

Date: 2/7/2018

Address: 1776 Grogan Ave

City, State: Merced, CA.

Zip: 95341

Invoice No: _____ Date: _____

Phone #: _____

Sales Tax District: _____

City of Merced

Fax: _____

E-Mail: _____

P.O. # _____

New/Used	Make	Model	Serial #	Stock #	Description	Amount
New	kubota	R530R43			wheel loader, cab/ac, Base unit	\$72,602.00
					Hydraulic quick coupler w- aux	\$3,315.00
					72" G.P. Bucket, Q.A. mount	\$2,258.00
					bolt-on cutting edge for 72" bucket	\$263.00
					Bucket position indicator	\$169.00
					RH wrist rest kit	\$221.00
					NJPA Discount	-\$18,918.72
					Factory Freight (\$610 ; Dealer Predelivery/assemble (\$377.50	\$987.50

TRADE-INS: Buyer Certifies Below Trade-Ins to be free of encumbrances except as noted.

Year	Make	Model	Serial #	Stock #	Description	Trade-In Allowance	Subtotal:	Amount
							Tax Rate: 8.250%	\$5,023.98
							Calif. Tire Fee:	
							Extended Coverage:	
							UCC/Doc Fee:	
Trade-In Allowance: Amount Owing: \$ - Net Trade-In Allowance:							Total Delivered Price:	\$65,920.76

"Trade-In's must be turned in or picked up no later than 5 days after delivery of purchased equipment."

Financing Terms:

Cash Sale

Trade-In Allowance

Less Cash Down Payment*

Total Down Payment

Unpaid Balance

\$65,920.76

PD Insurance:

Other Charges:

AMOUNT FINANCED OR DUE ON DELIVERY \$65,920.76

Initial	SAFETY OR OPERATION/MAINTENANCE PROCEDURES: BUYER acknowledges receipt of the operators manual for the above equipment and understands safety in operation and maintenance procedures.	
	ROPS REFUSAL: BUYER has knowingly and voluntarily refused to purchase rollover protection structure after DEALER discussed with BUYER its importance and availability.	
	SOLD USED AS-IS: NO Warranty of any kind has been expressed or implied by the dealer or his agent.	
	SOLD WITH MANUFACTURER BASE WARRANTY*: Start- _____ End- _____ Hour Limit- _____	
	SOLD WITH MANUFACTURER POWERTRAIN WARRANTY*: Start- _____ End- _____ Hour Limit- _____	
	SOLD WITH EXTENDED COVERAGE PER ATTACHED PROVISIONS: _____	
	Deductible- _____ Start- _____ End- _____ Hour Limit- _____	

ALL DEALER WARRANTY REPAIRS MADE UNDER THIS AGREEMENT MUST BE MADE IN DEALER'S SHOP AND BUYER IS RESPONSIBLE FOR ALL TRANSPORTATION COSTS INCLUDING PICKUP AND DELIVERY TO THE DEALERSHIP AND FIELD SERVICE CHARGES. THE WARRANTY DOES NOT INCLUDE ANY "LOANER" OR EQUIPMENT AT NO CHARGE DURING THE WARRANTY REPAIR. NO WARRANTY IS GIVEN BY THE DEALER FOR TIRES, BATTERIES, OR ACCESSORIES, AND THE BUYER IS FULLY RESPONSIBLE FOR REPAIRS NECESSITATED BY ACCIDENT, MISUSE OR NEGLIGENCE. THE BUYER IS RESPONSIBLE FOR INSURANCE ON THE PURCHASED PRODUCTS. SPECIAL ORDER DOWN PAYMENTS ARE NOT REFUNDABLE. *BUYER ACKNOWLEDGES RECEIPT OF THE MANUFACTURER'S WARRANTY INFORMATION.

I hereby agree to the conditions of this order expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 18 years or older and acknowledge receipt of a copy of this order. In order to secure buyer's obligations under this Agreement and any extension, renewal or modification thereof, buyer hereby grants to Dealer a security interest in all of the goods described herein, and all accessories and additions thereto and all proceeds thereof.

Buyer's Signature _____

Date _____

THIS ORDER IS VALID ONLY WHEN SIGNED AND ACCEPTED BY THE DEALER

Salesman: Kim Bishop

Accepted by: _____

Thank You!

(Dealer's Signature)

RETAIL PURCHASE ORDER

From: customerservice@nppgovernment.com [<mailto:customerservice@nppgovernment.com>]

Sent: Tuesday, February 21, 2012 3:09 PM

To: Arnold, Dan <arnoldd@cityofmerced.org>

Subject: Your nppgovernment.com Login Credentials



Dan,

Thank you for registering with National Purchasing Partners (NPP). We hope that our contract portfolio will be of value to your business. Your registration has been processed and your login credentials are below. **Login at www.nppgovernment.com using Internet Explorer.**

Username: arnoldd@cityofmerced.org

Password: xxxxxx

Member ID: 237636

Your Member ID number is required to execute your vendor discounts. Some of your vendor discounts are:

Staples Advantage

Discounted, contracted prices on over 30,000 supplies and services

This is a publicly awarded contract

Follow these steps after you have logged in with the above Username and Password:

- Under Vendor Discounts click on "Staples Advantage" and registration page will appear
- Click on "Register for Staples Advantage Account"
- Complete information and submit
- Staples Advantage will reach out to you within 5 business days

Commercial Office Interiors (COI)

Heavy Duty Furniture, Bulldog Tuff Line

This is a publicly awarded contract

John Deere Company

Government pricing for lawn and landscape equipment

This is a publicly awarded contract

Goodyear Tire & Rubber Company

Government pricing for auto, pursuit auto, light truck bias radial, light truck bias, medium truck radial/commercial, off road radial, off road bias

This is a publicly awarded contract

Zoll Medical Corporation

Zoll offers automatic electronic defibrillators and clinical defibrillators

This is a publicly awarded contract

Additional products and vendors are available under Vendor Discounts

Please contact us with any questions at 877.329.8847 or

customerservice@nppgovernment.com. Our CUSTOMER SERVICE HOURS are 6:00am to 5:00pm Pacific Time Monday through Friday.

1100 Olive Way, Suite 1020, Seattle WA, 98101 | 877.329.8847 | www.nppgovernment.com

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ADMINISTRATIVE REPORT

Agenda Item I.10.

Meeting Date: 2/20/2018

Report Prepared by: Dan Arnold, Public Works Manager - Operations

SUBJECT: First Amendment to Professional Services Agreement with Alliance Refuse Trucks, Inc., for the Refurbishment of Two Refuse Trucks

REPORT IN BRIEF

Consider amending the existing contract with Alliance Refuse Trucks, Inc., to include the 5% contingency previously appropriated by Council on January 2, 2018.

RECOMMENDATION

City Council - Adopt a motion approving the First Amendment to Professional Services Agreement with Alliance Refuse Trucks in the amount of \$14,795 for the refurbishment of two refuse trucks; 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 conditions other than recommended by staff (identify specific findings and/or conditions amended to be addressed in the motion); or,
3. Deny; or,
4. Refer to staff for reconsideration of specific items; or,
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY

Title 3, Article III of the Merced Municipal Code, purchases over twenty five thousand dollars.

CITY COUNCIL PRIORITIES

As provided for in the FY 2017/18 Council Priorities under Operational Sustainability.

DISCUSSION

On January 2, 2018, City Council approved a contract, in the amount of \$295,900, with Alliance Refuse Trucks, Inc., for the refurbishment of two existing City refuse trucks. At the meeting, sufficient funds were appropriated for the project, which included a 5% contingency to cover possible unforeseen expenses.

The refuse trucks have already been sent to Alliance Refuse Trucks to begin the refurbishment process. Upon dismantling the first vehicle, a cracked frame rail was discovered. In order to repair the damaged frame rail, as well as address other repairs as they arise, staff is recommending

amending the contract language to allow for use of the 5% contingency.

IMPACT ON CITY RESOURCES

Funding for this contract was previously appropriated at the January 2, 2018, meeting under account line 558-1112-533-43-00.

ATTACHMENTS

1. First Amendment

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 9 day of FEBRUARY, 2018, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Alliance Refuse Trucks, Inc., an Arizona Corporation, (“Consultant”).

WHEREAS, City is undertaking a project to refurbish City refuse trucks;
and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated January 2, 2018; and,

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

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

1. Section 22, “ADDITIONAL WORK,” is hereby added to the Agreement to read as follows:

“SECTION 22. ADDITIONAL WORK. Consultant shall perform the additional work outlined in Exhibit ‘1’ attached hereto.”

2. Section 23, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“SECTION 23. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of Fourteen Thousand Seven Hundred Ninety-Five Dollars (\$14,795.00) for the additional work described in Exhibit ‘1’ and in accordance with the rates set forth on Exhibit ‘1’ attached hereto.”

3. Except as herein amended, the Agreement dated January 2, 2018, shall remain in full force and effect.

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

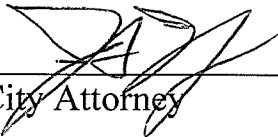
CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

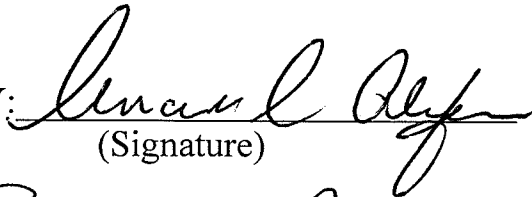
APPROVED AS TO FORM:

BY:  1-31-2018
City Attorney Date

ACCOUNT DATA:


BY: _____
Verified by Finance Officer

CONSULTANT
ALLIANCE REFUSE TRUCKS, INC.,
An Arizona Corporation

BY: 
(Signature)

RONALD R. ALOORFER
(Typed Name)

Its: VICE PRESIDENT
(Title)

BY: 
(Signature)

Alejandro Villarreal
(Typed Name)

Its: YARD FOREMAN
(Title)

Taxpayer I.D. No. 20 5951436
ADDRESS: 1985 W. TREMAINE AVE
GILBERT, AZ, 85233
TELEPHONE: 602-721-1264
FAX: 480-921-3494
E-MAIL: RON @ ALLIANCE TRUCKS .com

EXHIBIT 1

Additional Work

Repairs or additional work outside of the original contract in the amount of \$295,900 must be approved by the City's Fleet Services Manager. A separate quote shall be submitted by Consultant for all additional work or repairs.

The additional work shall include, but not be limited to, repair of a cracked frame rail found on one of the refuse trucks delivered to Consultant.

Additional Compensation

The City shall pay to Consultant an additional cumulative amount, not to exceed \$14,795.00, for additional work or repairs not covered by the original contract.



ADMINISTRATIVE REPORT

Agenda Item I.11.

Meeting Date: 2/20/2018

Report Prepared by: Jennifer Meissonnier, Recreation Supervisor, Parks and Recreation

SUBJECT: FY 2018 Merced County First Five Mini Grant - Accept and Appropriate

REPORT IN BRIEF

Consider accepting and appropriating grant funding in the amount of \$3,000 from Merced County First Five for the Applegate Park Zoo's Lights Before Christmas event.

RECOMMENDATION

City Council - Adopt a motion:

- A. Accepting grant funds from Merced County First Five and increasing revenue in Fund 024 Parks and Community Services in the amount of \$3,000 and appropriating the same to account 024-1254-542-29-00; and,
- B. 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 conditions other than recommended by Staff (identify specific findings and/or conditions amended to be addressed in the motion); or,
- 3. Deny; or,
- 4. 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 2017-18 Adopted Budget

DISCUSSION

Merced County First 5 provides Proposition 10 funding through an application process to fund one-time mini grants and encourage community participation and development of projects that address Merced County First 5's vision and mission. Their vision is that all children in Merced County will thrive in supportive, loving and nurturing environments, enter school healthy and ready to learn, and become productive, well-adjusted members of society. First 5 considers applications that provide services to their target population of children from birth to age 5 in two annual funding cycles. The

General Mini Grants program provides funding up to a maximum of \$3,000 to help applicants accomplish their objective(s).

The Parks and Recreation Department applied for a general mini grant this past December and was awarded the full amount of \$3,000 for costs associated with the 3rd Annual Lights Before Christmas event at Applegate Park Zoo. The event is an opportunity for children and families in the community to experience the Zoo decorated for Christmas and all lit up at night, transformed into a sparkling winter wonderland, while they observe the animals in their nocturnal habitats. The event was held on the evenings of December 22 and 23, 2017, from 5-7:30 pm, and offered fun activities for the kids, Christmas music, hot cocoa, candy canes, crafting in "Santa's Workshop", animal viewing and petting, playing in the "snow", and pictures with Santa.

In the past two years local businesses volunteered to decorate a particular animal exhibit. However, this year, as a special addition to the event because of the anticipated partnership with First 5, the focus was to invite businesses and community groups that catered to the needs of young children and youth in the community to be a part of the decorating teams. This was done in order to recognize the important services these groups provide, while also highlighting some of the resources available to children and their families in Merced. Each decorating group was asked to include a banner or sign in their area to indicate their participation in the event. In addition, every family that attended received a "goodie bag" that contained informational handouts about many services available for youth, as well as some freebie items like arcade tokens, pens, crayons, and Christmas eyeglasses. Additionally, children 5 and under were given free admission to the event, sponsored by First 5.

IMPACT ON CITY RESOURCES

The funds of \$3,000 will be available within the Fiscal Year 2017-2018 budget to help with costs associated with the Applegate Park Zoo's Lights Before Christmas Event.

ATTACHMENTS

1. First Five Contract

AGREEMENT FOR RECEIPT OF MINI-GRANT FUNDS

FIRST 5 MERCED COUNTY CONTRACT NO. # 17-725

THIS AGREEMENT is made and entered into this 12th day of December, 2017, by and between the County of Merced, a political subdivision of the State of California (hereinafter referred to as "COUNTY") on behalf of First 5 Merced County (hereinafter referred to as "COMMISSION"), and "*The City of Merced, 678 W. 18th St., Merced CA, 95340*" (hereinafter referred to as "GRANTEE").

WHEREAS, COMMISSION desires to GRANT FUNDS to GRANTEE in that GRANTEE has successfully proposed strategies and/or services in furtherance of the COMMISSION'S STRATEGIC PLAN.

WHEREAS, GRANTEE has been deemed to be an appropriate recipient and is experienced and competent to perform such agreement in connection with "*List what the grant funds are going to be used for*"

WHEREAS, the parties desire to set forth herein the terms and conditions under which said agreement shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF AGREEMENT

GRANTEE shall utilize all such received Grant Funds (or items purchased for GRANTEE by COMMISSION with grant funds) to provide for the "*Lights Before Christmas at Applegate Zoo*" and related services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. GRANTEE'S agreement includes, but is not limited to, the following:

- A. Scope of Work
- B. Budget
- C. Budget Narrative
- D. Invoice Form
- E. Program Evaluation Form

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this agreement or modified herein:

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – Budget Narrative
- Exhibit D – Invoice Form
- Exhibit E – Program Evaluation Form

2. TERM

The term of this agreement shall commence on the 12th day of December, 2017, and end the 30th day of June, 2018, unless sooner terminated in accordance with Sections TERMINATION FOR CONVENIENCE and/or TERMINATION FOR CAUSE as specified elsewhere in this agreement.

3. GRANT AMOUNT

COMMISSION agrees to reimburse to RECIPIENT up to a Total Grant Fund amount of \$3,000.00, after submission of the appropriate INVOICE form with sufficient back-up documentation and final report, in exchange for GRANTEE'S agreement as provided herein and is more specifically set forth under Section 1, "SCOPE OF AGREEMENT". No other fees or expenses of any kind shall be paid to GRANTEE. This Grant may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the GRANTEE and be mailed or delivered to GRANTEE at:

The City of Merced
678 W. 18th St.,
Merced CA, 95340
Jennifer Meissonier, Recreation Supervisor

GRANTEE may request that COUNTY mail the check to GRANTEE to another address, if designated prior to the time of distribution of funds. Such request must be made in writing in accordance with the procedures as outlined under Section 5, "NOTICES".

4. TERMS OF PAYMENT

The Grant Fund amount shall be distributed as provided herein and as set forth under Section 3, "GRANT AMOUNT." Payment shall be made in the following manner:

Grantee shall submit one invoice for all incurred expenses under this grant. Upon receipt of Invoice form with sufficient back-up documentation and final report, as set forth under Section 1, "SCOPE OF AGREEMENT," COMMISSION shall, through the County Auditor-Controller, pay GRANTEE for actual project expenses in accordance with the categories and amounts established in the line item budget attached as Exhibit B budget.

Invoice for expenses incurred under this grant are to be submitted by July 15.

In no event shall the total payments exceed \$3,000.00 for the entirety of the contract term.

No other expenses shall be paid to GRANTEE without formal approval by the COMMISSION and amendment of this agreement.

CONTRACTOR may receive an advanced payment of funds provided for under the Compensation section of this Agreement when deemed to be in the interests of

furthering the aims of the COMMISSION'S strategic plan and subsequent to COMMISSION'S approval.

5. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Information for notice to the parties to this agreement at the time of endorsement of this agreement is as follows:

County of Merced c/o	Recipient
First 5 Merced County	City of Merced
260 E. 15 th Street	678 W. 18 th St.
Merced, CA 95341	Merced, CA 95340
Attn: Executive Director	Jennifer Messonnier, Recreation Supervisor

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this agreement.

6. NON-SUPPLANTATION

GRANTEE shall abide by the intent of the California Children and Families Act of 1998, and Section 30131.4 of the Revenue and Taxation Code which states: "All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of service and not to fund existing levels of service."

GRANTEE warrants that no funds provided by COMMISSION shall be used to supplant existing funds from any source for any purpose.

7. SERVICES FOR CHILDREN AGE 0-5 YEARS AND THEIR FAMILIES

GRANTEE shall abide by the intent of the California Children and Families Act of 1998, and Section 130100 of the Health and Safety Code, which states the program is created for the "purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age." Funds provided under this agreement shall be used solely for the benefit of, and/or services to, children 0-5 and their families.

8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The Grant Fund amount to be distributed to GRANTEE pursuant to this Agreement is based on COMMISSION'S continued receipt of local, state and/or federal funding for this purpose. In the event that funding is terminated, in whole or in part, for any reason, this Agreement and all obligations of the COMMISSION arising from this Agreement shall be immediately discharged. COMMISSION agrees to inform GRANTEE no later than ten (10) calendar days after receiving notification that funding will be terminated and the final date for which funding will be available.

9. MODIFICATION OF AGREEMENT

Notwithstanding any of the provisions of this agreement, the parties hereafter, by mutual consent, may agree to modifications hereof or additions hereto, in writing, which are not forbidden by law and which are signed by both parties. For any proposed revisions, GRANTEE shall submit a revised Scope of Work, Budget and/or Budget Narrative, for review and action by COMMISSION and/or COMMISSION Executive Director, per COMMISSION'S contract revision processes. In the event of any proposed modifications to GRANTEE'S budget, a budget revision must be approved prior to the expenditure of any funds in excess of prior-approved amounts.

10. INSURANCE

GRANTEE shall purchase and maintain the following type of insurance for minimum limits indicated during the term of this agreement and provide Certificates of Insurance evidencing such coverage to the COMMISSION Attn: Certificates of Insurance, 260 E. 15th Street, Merced, California 95341. Certificates of Insurance shall be submitted to the COMMISSION within the first 90 calendar days of the contract term.

Minimum General Commercial Liability insurance will be provided for the event,

as follows: \$500,000 combined single limits per occurrence and \$1,000,000 annual aggregate covering bodily injury, personal injury and property damage.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, or split limits of \$500,000 per person, \$1,000,000 per accident for bodily injury and \$250,000 per accident for property damage.

11. INDEMNIFICATION

GRANTEE has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, COMMISSION, its governing board, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of GRANTEE.

GRANTEE'S liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the GRANTEE, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COMMISSION. This duty shall arise at the first claim or allegation of liability against COMMISSION. GRANTEE will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted.

12. RECORDS AND INSPECTIONS

GRANTEE shall maintain full and accurate records with respect to all matters covered under this agreement. To the extent permitted by law, the COUNTY and/or the COMMISSION shall have free access at all proper times or until the expiration of seven (7) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, premises, procedures, and activities pertaining to this agreement.

13. WRITTEN NOTICE

GRANTEE agrees to provide immediate written notice to the COMMISSION if significant changes or events occur during the term of the GRANT which could potentially impact the progress or outcome of the GRANT including, but not limited to, changes in the GRANTEE'S management personnel, loss of funding, revocation or suspension of the GRANT recipient's tax-exempt status (if applicable) or license(s).

14. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COMMISSION at any time without cause or legal

excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, COMMISSION shall have no further liability to GRANTEE except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COMMISSION. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by GRANTEE prior to, and in connection with, discontinuing the work hereunder

15. TERMINATION FOR CAUSE

The COMMISSION may terminate this Agreement for and be relieved of making any payments to GRANTEE, and all duties to GRANTEE should the GRANTEE fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COMMISSION may proceed with the work in any manner deemed proper by the COMMISSION. All costs to the COMMISSION shall be deducted from any sum otherwise due the GRANTEE and the balance, if any, shall be paid to the GRANTEE upon demand. Such remedy is in addition to such other remedies as may be available to the COMMISSION provided by law.

16. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of the COUNTY and/or the COMMISSION as provided in this Agreement are expressly conditioned upon GRANTEE'S compliance with the provisions of the contract to the personal satisfaction of the COMMISSION and the COMMISSION shall determine compliance in good faith and as a reasonable person would under the circumstances.

17. COMPLETENESS OF AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of the agreement or any part thereof shall have any validity or bind any of the parties hereto.

18. COMMISSION NOT OBLIGATED TO THIRD PARTIES

Neither the COUNTY nor the COMMISSION shall be obligated or liable hereunder to any party other than GRANTEE.

19. COMPLIANCE WITH STATE LAWS AND REGULATIONS

The GRANTEE, the COUNTY and the COMMISSION agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practice, equal opportunity, lobbying, and all other matters applicable to

the GRANTEE, COUNTY and the COMMISSION, their sub-grantees, GRANTEES, or subcontractor and their work.

20. COUNTY'S AND COMMISSION'S RIGHTS NOT WAIVED BY PAYMENTS

In no event shall the making, by the COMMISSION, of any payment to GRANTEE constitute, or be construed as, a waiver by the COMMISSION or the County of any breach of covenant, or any default which may then exist, on the part of the GRANTEE, and the making of any such payment by the COMMISSION while any such breach or default shall not be construed as acceptance of substandard or careless work or as relieving GRANTEE from its full responsibility under the agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

21. APPLICABLE LAW

All parties agree that this agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties to this agreement are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this agreement, any dispute concerning any question of fact or law arising under this agreement, which is not disposed of by agreement between the parties shall be decided by a Court of competent jurisdiction of the State of California.

22. BREACH OF CONTRACT

Upon breach of the agreement by GRANTEE, the COUNTY and the COMMISSION shall have all remedies, both in equity and/or at law, necessary to recover and satisfy GRANTEE'S obligation which it failed to provide as prescribed under the agreement.

23. REMEDY FOR BREACH AND RIGHT TO CURE

If GRANTEE fails to perform any agreement or obligation contained in this agreement, the COMMISSION may itself perform, or cause the performance of, such agreement and obligation. In that event, GRANTEE will on demand, fully reimburse the COMMISSION for all such expenditures. Alternatively, the COMMISSION at its option, may deduct from any funds owed to GRANTEE the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the COMMISSION by law or as otherwise stated in this agreement.

24. CONFLICT OF INTEREST

GRANTEE warrants and covenants that no official or employee of the COUNTY, or the COMMISSION nor any business entity in which an official of the COUNTY or the COMMISSION has an interest has been employed or retained to solicit or aid in the procuring of the agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the COMMISSION.

25. CAPTIONS

The captions of each paragraph in this agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the agreement or in any way affect it.

26. SEVERABILITY

If a court or an arbitrator of competent jurisdiction holds any provision of this agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

27. DUPLICATE COUNTERPARTS

This agreement is executed in counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

28. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

29. ADVERTISEMENT

The GRANTEE agrees to utilize the First 5 Merced County logo or a statement shall appear on all documents, for the duration of the contract, designating that the agency/organization or individual receives funding from First 5 Merced County.

30. SECULAR ACTIVITIES

GRANTEE, in the performance of the services pursuant to this agreement, shall refrain from any religious teaching, instruction, indoctrination, proselytizing, exposure or discussion. All services provided shall be secular and GRANTEE shall have the

obligation to ensure compliance with this provision by employees or anyone under GRANTEE'S control. The failure of GRANTEE to comply with this provision shall be deemed a material breach of this agreement.

COUNTY OF MERCED

RECIPIENT

By _____
Supervisor Lee Lor
Chair, First 5 Merced County

By _____
Steven S. Carrigan, City Manager
City of Merced

Dated

Dated

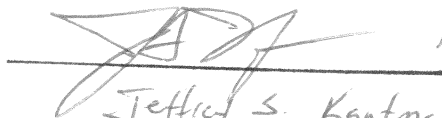
APPROVED AS TO LEGAL FORM

Merced County Counsel

By _____
James N. Fincher
Counsel for First 5 Merced County

Dated

APPROVED AS TO FORM:

 1-31-2018

Jeffrey S. Kantman
Interim City Attorney
City of Merced

Contract #: 17-725 Contract Term: December 12, 2017- June 30, 2018

Program: City of Merced Lights Before Christmas at Applegate Park Zoo



SCOPE OF WORK

SCOPE OF WORK				
Activity 1	Start Date	End Date	Target	Data Tool
The City of Merced will be hosting the 3 rd annual "Lights Before Christmas" at Applegate Park Zoo. This community event invites families to come and experience the zoo transformed into a lit winter wonderland and see the animals in their natural habitat. There will be fun activities for the kids, Christmas caroling, crafts, animal viewing and petting and pictures with Santa. Attendees will receive informational materials and resources. This event is free for children 5 and under.	December 12, 2017	June 30, 2018	<p>Approximately 200 Children 0-5 receive free admission</p> <p>Approximately 300 Parents and Caregivers receive community resources and information from Merced County organizations/agencies</p>	GM Final Narrative Report



Approved Budget

Agency Name: City of Merced

Project Name: Lights Before Christmas at Applegate Park Zoo

Funding Periods: December 12, 2017- June 30, 2018 Contract #: 17- 725

Refer to Exhibit "C"(Budget Narrative) to Complete this form. If your program does not use budget areas below, please delete from this form. For technical assistance, please call First 5.

Category Description	FY 2017/18	Project Total
Operating Expenses: <i>(list areas from budget narrative)</i>		
3-D Christmas Lights Glasses	\$600.00	\$600.00
Radio Merced Promotion and Advertisement - and LIVE at event	\$500.00	\$500.00
Printing of Materials and childrens activities for goodie bags	\$250.00	\$250.00
Handheld Radios for volunteers to communicate at event	\$190.00	\$190.00
banner printing	\$110.00	\$110.00
printed flags	\$130.00	\$130.00
lights and decorations	\$1,000.00	\$1,000.00
Hot drink containers	\$80.00	\$80.00
Gift bags	\$140.00	\$140.00
Sub-total Operating Expenses:	\$3,000.00	\$3,000.00
TOTAL FUNDS REQUESTED/FUNDED:	\$3,000.00	\$3,000.00



Contract #: 17-725

Program Name: City of Merced Lights Before Christmas at Applegate Park Zoo

2017/18 Contractor Budget Narrative

Category:

Operating Expenses: *All requests for materials, facility improvements, equipment purchases, travel/training, consultants, sub-contractor's etc. should be listed in this section. (Please provide a brief explanation of the category/item listed for Commission to better understand the Project Budget content).*

Category/Item: Program \$ 2,140.00

Explanation: Flags, Lights, decorations, Hot drink Containers, handheld radios,
Gift Bag materials, 3-D lights glasses for kids.

Category/Item: Printing \$ 360.00

Explanation: Banners, Children's Bill of Rights, brochures and activity guides

Category/Item: Advertising- Radio Merced \$ 500.00

Explanation:

Category/Item: \$ -

Explanation:

Category/Item: \$ -

Explanation:

Category/Item: \$ -

Explanation:

Total Operating Expenses: \$ 3,000.00

Total Request for Reimbursement: \$ 3,000.00

2017/18 General Mini-Grant Final Narrative Report

Contractor shall submit required program report by June 30, 2018. Commission may request additional reports as deemed necessary or as required by First 5 Merced County.

Agency Name:	Date Submitted:
Project Name:	Contract #:
<p>1. Briefly describe your project/event and how it addressed the need or problem identified in your original grant application.</p>	
<p>2. Please describe the primary outcomes and/or other benefits that your program's services produced as a result of this mini-grant. Please use data that you have collected (surveys, pre/post tests, tallies, etc.), when available, to describe the improved outcomes/benefits. Talk at population served, # of people/agencies/groups served.</p>	
<p>3. How could First 5 Merced County improve the General Mini-Grant program?</p>	
Report Completed By:	Signature:
Phone:	E-mail:



ADMINISTRATIVE REPORT

Agenda Item I.12.

Meeting Date: 2/20/2018

Report Prepared by: Jennifer Meissonnier, Recreation Supervisor, Parks and Recreation

SUBJECT: Friends of Sober Grad Nite Request Co-Sponsored Rate for Use of the Senior Community Center

REPORT IN BRIEF

Consider the Recreation and Parks Commission's recommendation to approve a request for the co-sponsored rate for use of the Senior Community Center by the Friends of Sober Grad Nite on March 30, 2018.

RECOMMENDATION

City Council - Adopt a motion approving the Recreation and Park Commission's recommendation to grant use of the Senior Community Center to the Friends of Sober Grad Nite at the co-sponsored rate.

ALTERNATIVES

1. Approve, as recommended by the Recreation and Parks Commission; or,
2. Approve, subject to other than recommended by the Recreation and Parks Commission (identify specific findings and/or conditions amended to be addressed in the motion); or,
3. Deny; or,
4. Refer to the Recreation and Parks Commission 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 2017-18 Adopted Budget

DISCUSSION

The Friends of Sober Grad Nite is asking to rent the Senior Community Center at the co-sponsored rate for an event on March 30 from 6:00 to 8:30 PM. On January 22, 2018, the Recreation and Parks Commission made a recommendation to Council to approve this request.

In 2008, a co-sponsored rate was approved by Council for events of this nature, which requires City Council approval. By charging the co-sponsored rate, the City will recoup all expenses for hosting the

event at our facility. The Senior Community Center is available during the requested time and there will be no interference with regularly scheduled senior programs. The Friends of Sober Grad Nite will be required to provide liability insurance and security regardless of which fees are approved. The total time for the event, including set up and clean up, will be from 5:00 to 9:30 PM. (One hour each for set-up and clean-up are provided to all renters free of charge.).

The regular and co-sponsored rates for this type of event are as follows:

Regular Rate:

(free time given for setup/cleanup)

\$300 refundable deposit

\$312.50 hourly rate (\$125 per hour)

\$100 set up fee

\$366 cleaning fee

Total = \$1,078.50

Co-Sponsored Rate:

\$50 refundable deposit

\$75 staff charge (\$30 per hour)

\$80 energy fee (\$10 per hour)

\$45 per event maintenance fee

Total = \$250

Staff and the Recreation and Parks Commission have reviewed the application and see the event as a worthy cause and recommend approving the request.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed

ATTACHMENTS

1. Sober Grad Letter of Request
2. Sober Grad Application

Friends of Sober Grad Nite
Merced High – Golden Valley – El Capitan – Atwater High–
Buhach Colony
P.O Box 821
Merced, CA 95341

January 9st, 2018

To Whom It May Concern,

Sober Grad Night 2018 is just around the corner and the Sober Grad Board is in the beginning stages of planning all the details for another successful event for our seniors. Our mission is to create a fun and safe environment for the graduating seniors and their guest.

We are a nonprofit organization that consists of 15 community volunteers that strive to make this night a success. We currently host Sober Grad Nite for graduating seniors from Merced High, El Capitan High, Golden Valley High, Atwater High, & Buhach Colony High Schools. Statistics show there hasn't been any alcohol or drug related accidents involving the students who participate in the past 20+ years. We very much appreciate your continued support of the Sober Grad board and our efforts to make this event happen every year. Without sponsors or donors this event would not be as successful in reaching these students.

We would like to partner with the City of Merced Youth Council to do a Family Movie Night at the Senior Center. The event would be on March 30th 2018 from 6:00pm-8:30pm. We would like to ask the city to waive the fees for the rental cost Senior Center.

We thank you for your consideration and if you have any questions please contact us.

Francisco Varela, Secretary
209-947-4812
friendsofsobergrad209@gmail.com

Sincerely,

Francisco Varela

Francisco Varela
Board Secretary



City of Merced Parks and Community Services

690 W 16th Street

Merced, CA 95340

(209) 385-6855 fax (209) 726-5327

*On Call (209) 564-9103

For Rental Problems

APPLICATION AND AGREEMENT FOR USE OF FACILITIES

Applicant's Name: <u>Francisco Varela</u>	Address: [REDACTED]	City: <u>Merced</u>	Zip Code: <u>95340</u>
Name of Organization: <u>Friends of Sobor End Nite</u>	Day Phone (Area Code): [REDACTED]	Evening Phone (Area Code): [REDACTED]	
Room to be reserved - Please Circle: <div style="display: flex; justify-content: space-around;"> Sam Pipes Conference Room <u>Merced Community Senior Center</u> </div>			
Nature of Event: <u>Family Fun Night</u>	Event Date: <u>3/30/18</u>	Time: <u>6:00 AM/PM</u> <u>8:30 AM/PM</u>	Estimated Attendance Adults <u>50</u> Minors <u>50</u> Total <u>100</u>
Public Event? <u>Yes</u> No	Equipment Requirements: (*Does not apply to Sam Pipes room rental)		
Event used to raise money? Yes <u>No</u>	<input checked="" type="checkbox"/> Chairs - Theatre Style* <input checked="" type="checkbox"/> Chairs and Tables - Classroom Style* <input type="checkbox"/> Chairs and Tables - Banquet Style with Dance Floor* <input checked="" type="checkbox"/> Stage* <input checked="" type="checkbox"/> Kitchen Facilities* <input type="checkbox"/> Portable Coffee Maker(s)* <input type="checkbox"/> P.A. System <input type="checkbox"/> U.S. Flag <input type="checkbox"/> California Flag		
Admission Charged? Yes <u>No</u>	Other _____		
ADDITIONAL DATES: _____			

APPLICANT'S AGREEMENT

I have read this agreement and accept the facility for which this application is made in an "AS IS" condition. In consideration of the minimal fees paid for use of the facility, the applicant is to indemnify, defend and hold harmless the City of Merced, its officers, officials, employees, agents, and volunteers ("City and City Personnel") from all actions, liabilities, claims, damages to persons or property, losses, costs, penalties, obligations, errors, or omissions that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the activities conducted by the applicant, whether or not there is concurrent passive or negligence on the part of City or City Personnel.

NOTICE TO APPLICANT:

All rentals must be cancelled no later than 2 weeks before the event date, except the Senior Center, which must be cancelled at least 30 days before the event. A "Refund Appeal" must be filled out when requesting a refund and may be subject to a 25% assessment fee for administrative costs. Failure to do so will result in forfeiture of deposit and all rental fees.

Signed [Signature]

Date 1/26/18

-OFFICE USE ONLY-		Department Authorized Signature:
FEES		<u>[Signature]</u> Date: <u>1/26/18</u>
Contracted Hours _____ @ \$ _____ = \$ _____		<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Deposit \$ _____		<input type="checkbox"/> Set up Diagram (at least 2 weeks prior to event if applicable)
Set-up Fee \$ _____		<input type="checkbox"/> Certificate of Insurance in compliance with City of Merced
Kitchen Fee \$ _____		<input type="checkbox"/> Contracted Security/Dance Permit
Cleaning Fee \$ _____		<input type="checkbox"/> ABC License (if liquor is to be sold)
TOTAL \$ _____		<input type="checkbox"/> Added to Computer By: _____
		Please make check payable to <u>City of Merced</u> . Returned checks will result in cancellation of event and/or additional charges.

**City of Merced
Parks and Recreation
209-385-6855**

**ACKNOWLEDGEMENT OF
MERCED SENIOR COMMUNITY CENTER
POLICY AND REQUIREMENTS BY RESPONSIBLE
PARTY OVERSEEING EVENT**

I, Jeremy Jenkins, HAVE READ AND UNDERSTAND THE
TERMS OF THE Merced Senior Community Center Facility Use Policy and
agree to abide by all requirements set forth as a condition to renting the
facility on March 30th, 2018. I acknowledge that
I am held responsible for compliance to the Merced Senior Community
Center policy, including renter behavior and safety requirements.

I further understand that the City of Merced Parks and Community Services
facility staff can **terminate** my event without refund of deposit, rental and
cleaning fees for reasons of underage alcohol consumption or other
substance abuse, for exceeding building capacity, and inappropriate or
dangerous behavior by participants.

Signature of Responsible Party: _____

Signature Date: 1-24-18

Date of Event: 3-30-18



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item I.13.

Meeting Date: 2/20/2018

SUBJECT: Second Reading of Ordinance Regarding Local Business Preference Policy

REPORT IN BRIEF

Second reading of previously introduced ordinance.

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance No. 2485**, an Ordinance of the City Council of the City of Merced, California, amending chapter 3.04 by adding section 3.04.215, "Local Business Preference Policy," to the Merced Municipal Code.

ALTERNATIVES

1. Deny the Request; or
2. Refer back to staff for reconsideration of specific items; or,
3. Continue to a future City Council meeting (date and time to be specified in the City Council's motion).

AUTHORITY

City of Merced Charter, Section 200.

CITY COUNCIL PRIORITIES

As it pertains to stimulating the local economy.

ATTACHMENTS

1. Ordinance No. 2485

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AMENDING CHAPTER 3.04 BY ADDING
SECTION 3.04.215, "LOCAL BUSINESS
PREFERENCE POLICY," TO THE MERCED
MUNICIPAL CODE**

**THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN
AS FOLLOWS:**

SECTION 1. ADDITION TO CODE. Section 3.04.215, "Local Preference Policy," is hereby added to the Merced Municipal Code to read as follows:

"3.04.215 Local Business Preference Policy.

The Council may, by resolution, adopt a local business preference policy which otherwise complies with the regulations of this chapter."

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 _____, 2018, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2018, by the following called vote:

AYES: **Council Members:**

NOES: **Council Members:**

ABSTAIN: **Council Members:**

ABSENT: **Council Members:**

APPROVED:

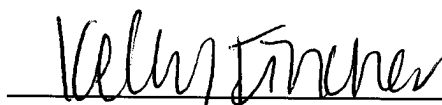
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

 1/25/18
City Attorney **Date**



ADMINISTRATIVE REPORT

Agenda Item J.1.

Meeting Date: 2/20/2018

Report Prepared by: Julie Nelson, Associate Planner, Development Services Department

SUBJECT: Vacation #17-02 to Abandon a 40-Foot-Wide "Avenue" Generally Located East of Kibby Road Between East Highway 140 and Childs Avenue

REPORT IN BRIEF

The City Council will consider the abandonment of a 40-foot wide "Avenue" generally located along the east property line of two parcels generally located at the northeast corner of Childs Avenue and Kibby Road and the southeast corner of East Highway 140 and Kibby Road.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2018-09** A Resolution of the City Council of the City of Merced, California ordering the vacation of a 40-Foot-Wide "Avenue" located along the eastern property line of three parcels generally located at the northeast corner of Childs Avenue and Kibby Road and the southeast corner of East Highway 140 and Kibby Road (Vacation #17-02).

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to modifications as conditioned by Council; or,
3. Deny based on specific findings; or,
4. Refer back to staff for reconsideration of specific items as requested by Council; or,
5. Continue to a future meeting (date and time to be specified in Council motion).

AUTHORITY

Part 3, Chapter 3 of the Streets and Highways Code of the State of California authorizes the City Council to vacate a right-of-way or easement. The vacation shall be made by adoption of a resolution pursuant to Section 8335 of the Code, and shall be recorded pursuant to Section 8336. The City of Merced Administrative Policies and Procedures No. A-6 provides direction to staff for processing vacation requests, and City Resolution 86080 establishes a policy concerning costs associated with the vacation.

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

The proposed vacation involves right-of-way previously dedicated by a subdivision map for the area in 1927 (Grimes Subdivision No. 1). This map dedicated a 40-foot-wide avenue along the eastern

side of three properties: 1704 Kibby Road, 4155 East Childs Avenue, and 4315 East Childs Avenue (see the location map at Attachment 1).

The owners of these properties have requested the avenue be abandoned. The owners of 4155 East Childs Avenue and 1704 Kibby Road (Lyons Land and Cattle, Inc.) are in the process of selling their property to PG&E for future development. The avenue has never been constructed for public use, it not shown on the City's Circulation Plan, and will not be needed in the future. Staff recommends the avenue be vacated as requested by the owners and as shown on Exhibit B at Attachment 2.

History and Past Actions

At the Planning Commission meeting of December 6, 2017, the Planning Commission reviewed the vacation for consistency with the City's General Plan and found, by unanimous vote of those present, that the proposed vacation does not conflict with any General Plan policies, text, or maps, and is, therefore, consistent with the General Plan.

On January 16, 2018, the City Council adopted a Resolution of Intention (Resolution #2018-03 - Attachment 3) and set February 20, 2018, as the date for the public hearing to consider Vacation #17-02.

Recommendation

Staff is recommending the adoption of the Resolution at Attachment 4 to abandon the road "right-of-way" as described above.

IMPACT ON CITY RESOURCES

The approval of the requested vacation would not result in any impacts on City resources.

ATTACHMENTS

1. Location Map
2. Exhibit B - Area of Vacation
3. City Council Resolution #2018-03 setting public hearing
4. Draft City Council Resolution approving vacation

VACATION #17-02
CHILDS AVE & KIBBY RD

140

1704 KIBBY RD

Approximate Location
of Abandonment Area

KIBBY

McLane
Pacific

TOWER

4155 EAST
CHILDS AVE

4315 EAST
CHILDS AVE

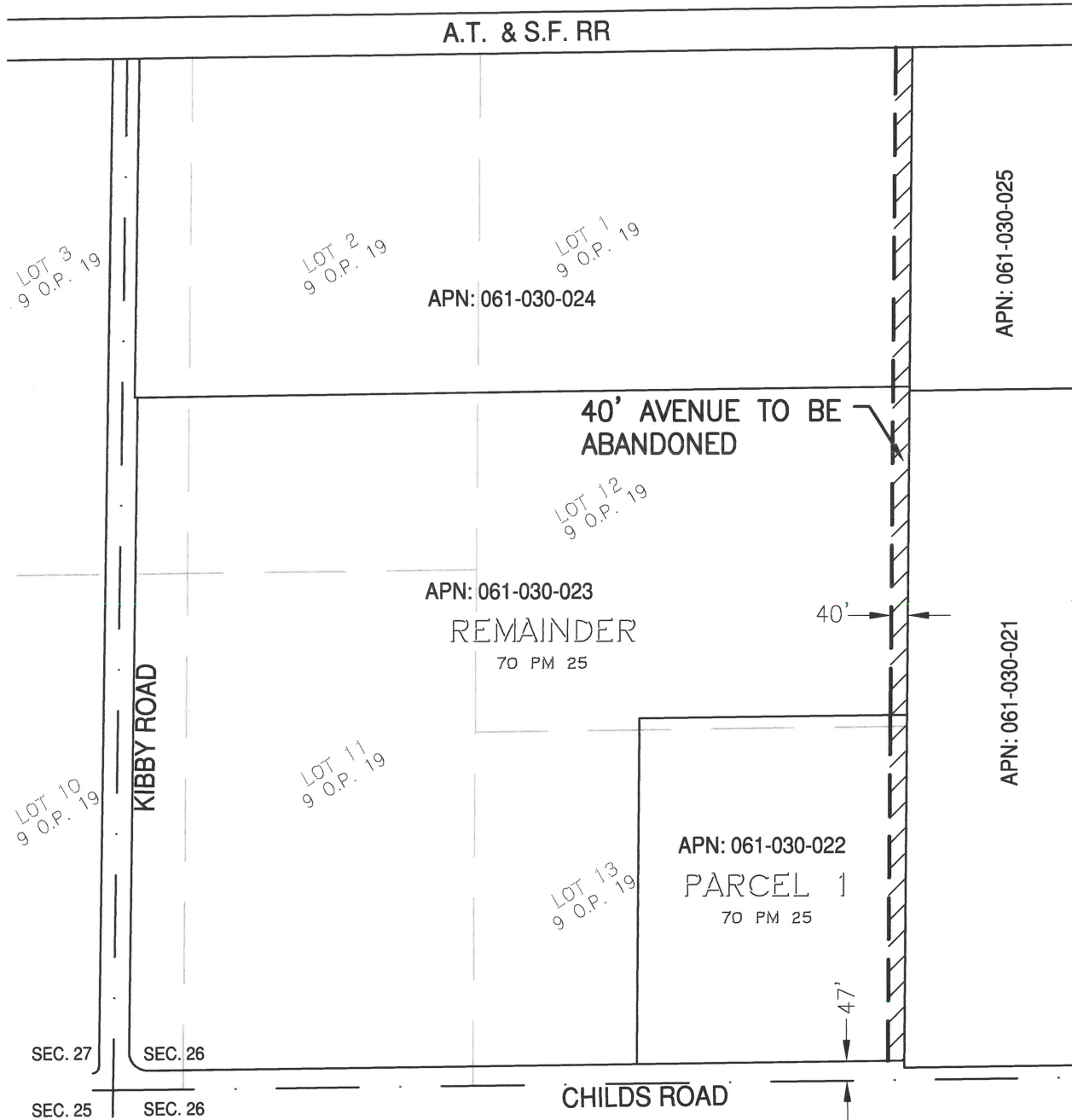
CHILDS

GERARD

252



EXHIBIT 'B'



BOUNDARY LINES

PROPERTY LINE _____

SECTION LINE _____

40' AVENUE LINE PER VOL. 9 PG. 19

OLD LOT LINE PER VOL. 9 PG. 19

LEGEND

PM PARCEL MAP
O.P. OFFICIAL PLATS
ZZ ABANDONMENT AREA



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

DESCRIPTION: ROAD ABANDONMENT

SCALE:	1"=400'	DATE:	NOV. 21, 2017
JOB NO.:	31420		
FILE:	31420-ROAD ABANDONMENT.DWG		

1
of
1

RESOLUTION NO. 2018- 03

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
DECLARING ITS INTENTION TO VACATE A 40-
FOOT-WIDE “AVENUE” LOCATED ALONG THE
EASTERN PROPERTY LINE OF THREE
PARCELS GENERALLY LOCATED AT THE
NORTHEAST CORNER OF CHILDS AVENUE
AND KIBBY ROAD AND THE SOUTHEAST
CORNER OF EAST HIGHWAY 140 AND KIBBY
ROAD (VACATION #17-02) SETTING TIME AND
PLACE FOR PUBLIC HEARING**

WHEREAS, the City Engineer of the City of Merced has recommended that the hereinafter described portion of public right-of-way is unnecessary for prospective public purposes; and

WHEREAS, the City Engineer has filed maps or plans with the City Clerk of the City of Merced showing the portion of the public right-of-way to be vacated at a specific time that will be determined.

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 declares its intention to proceed under the provisions of Part 3 of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Service Easements Vacation Law, Chapter 3, to vacate a 40-foot-wide “Avenue” generally located along the eastern property line of three parcels generally located at the northeast corner of Childs Avenue and Kibby Road and the southeast corner of East Highway 140 and Kibby Road, as described in Exhibit “A” and shown on the map at Exhibit “B,” attached hereto and incorporated herein by this reference.

SECTION 2. Reference is made to the maps and plans which are filed in the office of the City Clerk of the City of Merced for further particulars as to the proposed vacation and reservation.

SECTION 3. February 20, 2018, at the hour of 6:00 p.m. of said day in the Council Chamber of the City Council, 678 West 18th Street, Merced, California, is fixed as the time and place for hearing all persons interested in or objecting to the proposed vacation. Said hearing may be postponed or continued.

SECTION 4. The City Engineer is directed to post or cause to be posted at least two weeks before the date set for hearing not less than three (3) notices of vacation of a portion of public right-of-way, not more than three hundred (300) feet apart, conspicuously along the lines of said portion of the public street proposed to be vacated, stating adoption of this resolution and the time and place of the hearing herein called. Posting a copy of this resolution shall constitute the posting of the required notice.

SECTION 5. The City Clerk is directed to cause a copy of this Resolution to be published once each week for two successive weeks prior to the public hearing in the official newspaper.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the 16 day of January 2018, by the following vote:

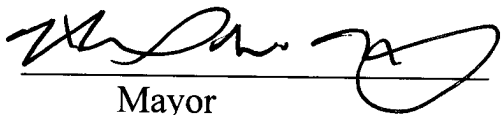
AYES: 6 Council Members: BELLUOMINI, MARTINEZ, MCLEOD,
MURPHY, PEDROZO, SERRATTO

NOES: 0 Council Members: NONE

ABSENT: 1 Council Members: BLAKE

ABSTAIN: 0 Council Members: NONE

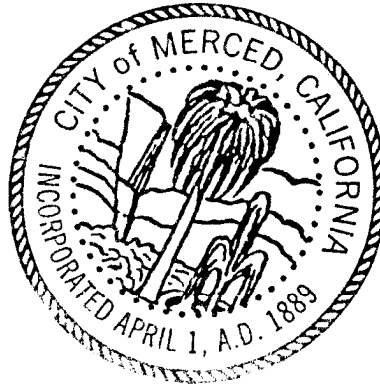
APPROVED:


Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____

Assistant/Deputy City Clerk



(SEAL)

APPROVED AS TO FORM:

City Attorney Date 12-6-2017

EXHIBIT 'A'

LEGAL DESCRIPTION FOR ROAD ABANDONMENT

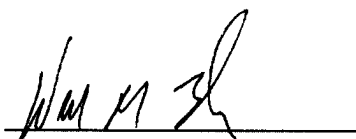
All that certain piece or parcel of land situated in the County of Merced, State of California, lying within the Southwest quarter of Section 26, Township 7 South, Range 14 East, Mount Diablo Meridian, described as follows:

All that certain 40 foot avenue which lies along the east side of Lots 1, 12 and 13 as said Lots and avenue are shown on the "Map of Grimes' Subdivision No. 1" filed for record in Volume 9 of Official Plats, at Page 19, Office of the Merced County Recorder, and extending from the north line of said Lot 1 to a line that is 47 feet north of the south line of said Section 26.

Parcel is as illustrated on the attached EXHIBIT 'B'.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

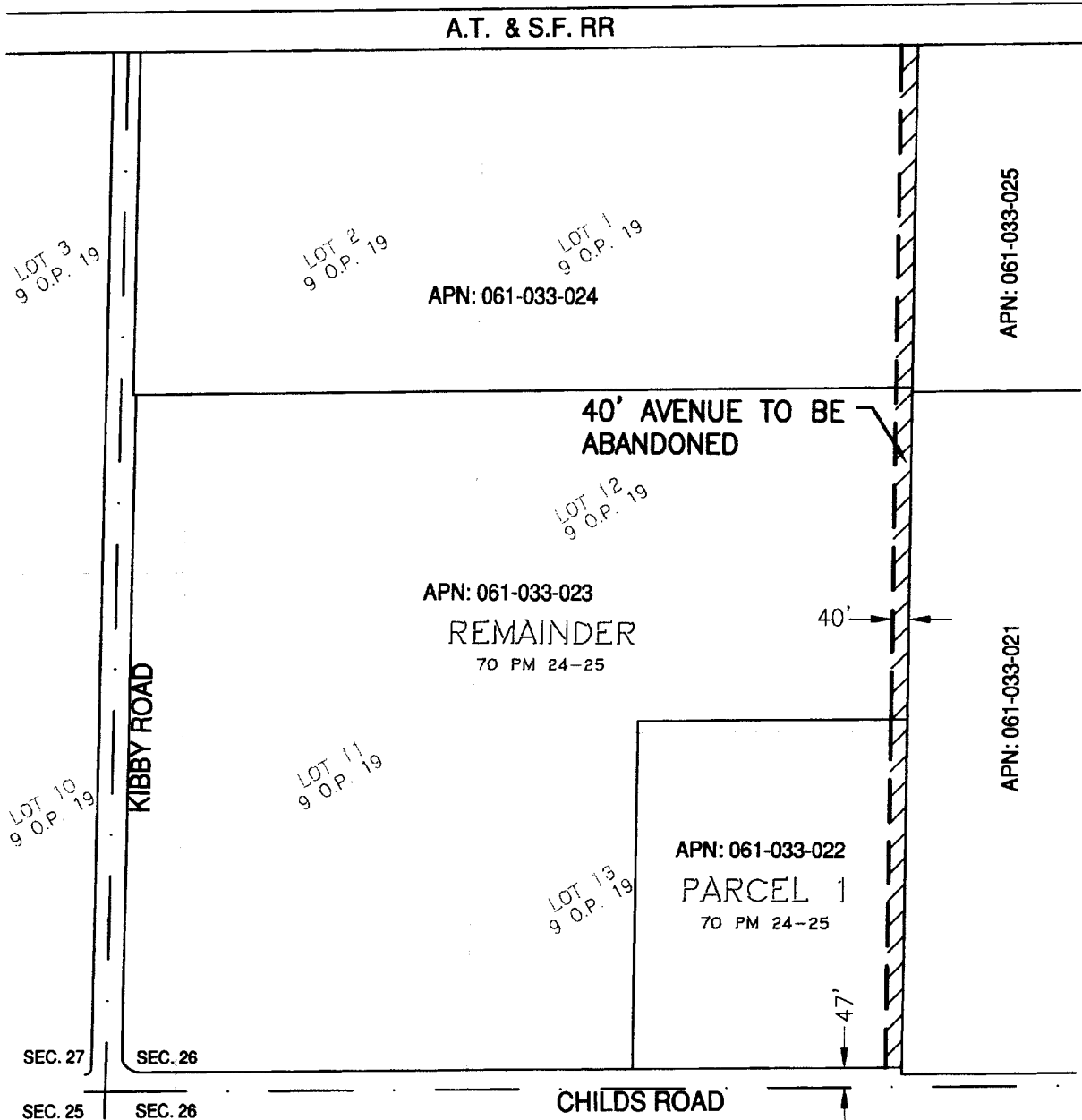


William M. Koch
Professional Land Surveyor
California No. 8092



12-27-17
Date

EXHIBIT 'B'

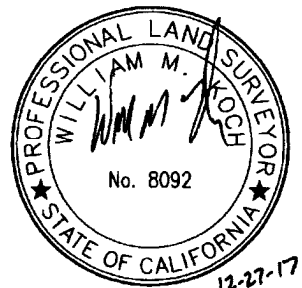


BOUNDARY LINES

PROPERTY LINE _____
 SECTION LINE _____
 40' AVENUE LINE PER VOL. 9 PG. 19 _____
 OLD LOT LINE PER VOL. 9 PG. 19 _____

LEGEND

PM PARCEL MAP
 O.P. OFFICIAL PLATS
 Hatched ABANDONMENT AREA



1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: ROAD ABANDONMENT			
SCALE:	1"=400'	DATE:	DEC. 27, 2017
JOB NO.:	31420		
FILE:	31420-ROAD ABANDONMENT.DWG		

1
of
1

H:\31420-Kibby Road\Drawings\31420-Road Abandonment.dwg 10:48:27 12/27/2017

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MERCED, CALIFORNIA
ORDERING THE VACATION OF A 40-
FOOT-WIDE “AVENUE” LOCATED ALONG
THE EASTERN PROPERTY LINE OF
THREE PARCELS GENERALLY LOCATED
AT THE NORTHEAST CORNER OF
CHILDS AVENUE AND KIBBY ROAD AND
THE SOUTHEAST CORNER OF EAST
HIGHWAY 140 AND KIBBY ROAD
(VACATION #17-02)**

WHEREAS, by adoption of Resolution No. 2018-03 on January 16, 2018, the City Council declared its intention to consider the vacation of a portion of public right-of-way in the City of Merced, consisting of a 40-foot-wide “avenue” located along the eastern property line of three parcels generally located at the northeast corner of Childs Avenue and Kibby Road and the southeast corner of East Highway 140 and Kibby Road, as described in Exhibit “A” and shown on the map at Exhibit “B,” attached hereto; and

WHEREAS, Resolution No. 2018-03 fixed a time and place for hearing all persons interested in or objecting to the proposed vacation to wit: On Tuesday, February 20, 2018, at the hour of 6:00 p.m. of said day, in the Council Chambers of the City Council, 678 West 18th Street, Merced, California, which said time was not less than fifteen (15) days from the above-mentioned date and passage of Resolution No. 2018-03; and

WHEREAS, Resolution No. 2018-03 was published in the manner prescribed by Section 8320 of the Streets and Highways Code of the State of California; and

WHEREAS, the public hearing occurred on February 20, 2018; and

WHEREAS, On January 18, 2018, notices were conspicuously posted along the lines of the property proposed to be vacated, not more than three hundred (300) feet apart, which notices consisted of copies of Resolution No. 2018-03 and

WHEREAS, the vacation of the public right-of-way as proposed by Resolution No. 2018-03 was submitted to the Planning Commission on December 6, 2017, which found the proposed vacation to be in conformity with the general plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council finds from all of the evidence submitted that the public right-of-way in the City of Merced, as described in Exhibit "A" and shown on the map at Exhibit "B," is unnecessary for present or prospective public right-of-way purposes.

SECTION 2. It is hereby ordered that the public right-of-way lying within the above described territory be and the same is hereby abandoned and vacated, pursuant to the provisions of Part 3, Division 9, of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Services Easements Vacation Law.

SECTION 3. The City Clerk is directed to cause a certified copy of this resolution, attested under seal of the City of Merced, to be recorded in the Office of the County Recorder of Merced County.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ of _____, 2018, 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:


BY:  _____
City Attorney Date 1-3-2018

EXHIBIT 'A'

LEGAL DESCRIPTION FOR ROAD ABANDONMENT

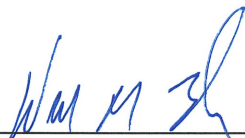
All that certain piece or parcel of land situated in the County of Merced, State of California, lying within the Southwest quarter of Section 26, Township 7 South, Range 14 East, Mount Diablo Meridian, described as follows:

All that certain 40 foot avenue which lies along the east side of Lots 1, 12 and 13 as said Lots and avenue are shown on the "Map of Grimes' Subdivision No. 1" filed for record in Volume 9 of Official Plats, at Page 19, Office of the Merced County Recorder, and extending from the north line of said Lot 1 to a line that is 47 feet north of the south line of said Section 26.

Parcel is as illustrated on the attached EXHIBIT 'B'.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.



William M. Koch
Professional Land Surveyor
California No. 8092



12-27-17
Date

EXHIBIT 'B'

A.T. & S.F. RR



BOUNDARY LINES

PROPERTY LINE _____

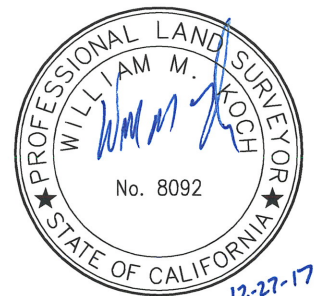
SECTION LINE _____

40' AVENUE LINE PER VOL. 9 PG. 19

OLD LOT LINE PER VOL. 9 PG. 19

LEGEND

PM PARCEL MAP
O.P. OFFICIAL PLATS
ZZZ ABANDONMENT AREA



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

DESCRIPTION: ROAD ABANDONMENT			
SCALE:	1"=400'	DATE:	DEC. 27, 2017
JOB NO.:	31420		
FILE:	31420-ROAD ABANDONMENT.DWG		

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of
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ADMINISTRATIVE REPORT

Agenda Item K.1.

Meeting Date: 2/20/2018

Report Prepared by: John Tresidder, Assistant City Clerk, City Clerk's Office; and Kim Espinosa, Planning Manager, Development Services Department

SUBJECT: Calling a Special Election for June 5, 2018 for the Purpose of Enacting a Commercial Cannabis Business Tax

REPORT IN BRIEF

Consideration of Resolutions Calling June 5, 2018 Special Municipal Election for the purpose of placing a tax measure on the ballot regarding cannabis sales and commercial activity and requesting the County Board of Supervisors consolidate the City's election with the Statewide Direct Primary Election being held on the same date.

RECOMMENDATION

City Council - Adopt a motion:

- A. Adopting **Resolution 2018-10**, a Resolution of the City Council of the City of Merced, California, calling a Special Municipal Election to be held on June 5, 2018, for the Purpose of Submitting a Commercial Cannabis Business Tax to the Electorate; and,
- B. Adopting **Resolution 2018-11**, a Resolution of the City Council of the City of Merced, California, requesting that the Board of Supervisors of the County of Merced, California provide for the consolidation of a Special Municipal Election and a Ballot Measure with the Statewide Direct Primary Election to be held on June 5, 2018; and,
- C. Adopting a Categorical Exemption (Environmental Review #18-12) in regards to the proposed Ordinance in accordance with the California Environmental Quality Act; and,
- D. Approving the form and content of the City Council sponsored Initiative Ordinance, entitled: Ordinance No. ____ An Ordinance of the People of the City of Merced, California, Adding Chapter 3.52 to the City of Merced Municipal Code, Approving and Implementing a Commercial Cannabis Business Tax; and,
- E. Directing the City Manager/City Clerk and the City Attorney's Office to execute documents appropriate to carry out the tasks necessary for the Special Municipal Election and to take actions related thereto; and,
- F. Approving a supplemental appropriation from the General Fund unreserved, unencumbered Fund balance in the amount of \$35,000 to cover the cost of the special election.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Sections 400 and 1000; and,
California Elections Code Section 10403;and,
Section 20.44.170(O)(6) of the recently adopted Ordinance No. 2480 calls for additional cannabis-specific gross receipts, excise, cultivation, or any other tax approved by the voters of Merced.

CITY COUNCIL PRIORITIES

On March 29, 2017, the City Council held a study session on priorities and medical marijuana regulations were listed under "City Administration-Current Projects."

DISCUSSION

Proposed Commercial Cannabis Business Tax

Based on the options presented at the February 5, 2018, City Council meeting by SCI Consulting, a draft Ordinance has been prepared for consideration by the voters of the City of Merced establishing a Commercial Cannabis Business Tax (Attachment 3).

The Commercial Cannabis Business Tax would be enacted solely to raise revenue for specific governmental purposes for the City of Merced and not for purposes of regulation. All of the proceeds from the tax imposed by this Ordinance shall be used exclusively to fund local police and fire protection services and parks and recreation services and cannot be spent for any other purpose.

The proposed ordinance would impose a commercial cannabis business tax on gross receipts up to a maximum of:

- 7% on medicinal retail, 10% on adult-use retail,
- \$25 per square foot on manufacturing,
- the greater of 10% or \$25 per square foot on indoor cultivation,
- \$4 per square foot on nurseries,
- the greater of 10% or \$5 per square foot on distribution, and,
- \$1 per square foot on testing.

However, in order to give commercial cannabis businesses in Merced a chance to get established financially, the initial rate of the tax on gross receipts would be:

- 4% on medicinal retail, 7% on adult-use retail,

- \$7 per square foot on manufacturing,
- The greater of 4% or \$7 per square foot on indoor cultivation,
- \$0.50 per square foot on nurseries,
- The greater of 2% or \$1 per square foot on distribution, and,
- \$0.25 per square foot on testing.

In accordance with the requirements of the California Environmental Quality Act (CEQA), a Categorical Exemption is being recommended (Attachment 4).

Call for Election

The City has consistently recognized a cost savings in previous years by consolidating the General Municipal Election with the Consolidated District Election and the Unified District Election conducted by the Merced County Elections Office. The County has trained staff and volunteers, in addition to the necessary equipment, software, and locations to conduct elections efficiently and economically. Therefore, staff recommends that the City Council call for the Special Municipal Election on June 5, 2018 and consolidate the Special Municipal Election with the Statewide Direct Primary Election on June 5, 2018, per the two resolutions at Attachments 1 and 2.

IMPACT ON CITY RESOURCES

It is estimated by the Registrar of Voters that the Special Municipal Election will cost approximately \$45,000 to \$60,000. The fiscal year 2017-18 budget included \$25,000 for an anticipated election. A supplemental appropriation in the amount of \$35,000 is needed to cover the estimated cost of \$60,000.

The commercial cannabis business tax is expected to result in up to \$1,000,000 in additional revenue on an annual basis to fund police, fire, and parks/recreation services exclusively.

ATTACHMENTS

1. Resolution 2018-10 (Calling the Election)
2. Resolution 2018-11 (Consolidating the Election)
3. Draft Tax Ordinance
4. Notice of Exemption (Environmental Review #18-12)

RESOLUTION NO. 2018-__

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MERCED, CALIFORNIA, CALLING A
SPECIAL MUNICIPAL ELECTION TO BE HELD ON
JUNE 5, 2018, FOR THE PURPOSE OF SUBMITTING A
COMMERCIAL CANNABIS BUSINESS TAX TO THE
ELECTORATE**

WHEREAS, Section 1001 of the City Charter authorizes the City Council to call a special municipal election; and

WHEREAS, pursuant to Section 9222 of the California Elections Code the City may submit an Ordinance directly to the voters at a special municipal election; and

WHEREAS the City of Merced needs additional sources of locally controlled funding; and

WHEREAS a majority of residents in the City of Merced believe that crime in the City has generally increased over the last few years; and

WHEREAS, California and Merced County voters enacted Prop 64 to legalize marijuana cultivation, manufacturing, and distribution, giving cities the choice to allow commercial cannabis businesses to operate within their boundaries; and

WHEREAS, the Merced City Council has elected to do so, enacting an ordinance allowing no more than 4 dispensaries at any given time, including one medical dispensary; and

WHEREAS, the Merced City Council has enacted stringent regulations to ensure permitting to responsible businesses, enforcing code regulations, and protecting our public safety and children; and

WHEREAS these regulations include the creation of “safety zones” preventing cannabis businesses near day care centers, youth centers, schools, libraries, or public parks; and

WHEREAS the City Council believes that the cannabis industry must pay its fair share for the right to conduct business within our City; and

WHEREAS the City's regulatory fees and the tax proposed by this resolution will ensure that the industry pays to support essential services our residents rely on and to protect our public safety; and

WHEREAS no users or medical patients will pay the City's fees or taxes – only those who engage in business in the cannabis industry and/or services pay; and

WHEREAS the proposed measure, along with previously adopted local regulations, will permit safe access to cannabis medicine for cancer patients and other types of medical patients; and

WHEREAS the proposed measure, along with previously adopted local regulations, will permit access to safe and well-regulated adult-use cannabis; and

WHEREAS the proposed measure will provide funding than can be used to enhance and improve public safety services, including maintaining fire protection services, maintaining and improving 9-1-1 emergency response times; and

WHEREAS the proposed measure would provide local funding for police services such as maintaining local neighborhood police patrols, protecting and maintaining 9-1-1 emergency police responses, and retaining qualified police officers; and

WHEREAS this measure includes strict fiscal accountability provisions, including annual financial audits, a citizen's oversight committee, and all funds spent only in the City of Merced for local benefit; and

WHEREAS this measure would generate locally-controlled revenue that cannot be taken by the State or Federal governments and must be used only in the City of Merced on local public safety needs and to maintain our services and financial stability; and

WHEREAS, the City Council also desires to submit to the voters, for their consideration at the special election, a special tax measure relating to a special tax on commercial cannabis businesses operating in the City of Merced; and

WHEREAS, the tax provided by the proposed Ordinance shall be enacted solely to raise revenue for specific purposes and shall be used exclusively to fund local police and fire protection services and parks and recreation services; and

WHEREAS, the City Council of the City of Merced desires to create a new Merced Municipal Code Section 3.52 to impose business taxes for the commercial cannabis businesses as follows: Cannabis Cultivation, Cannabis Nurseries, Cannabis Manufacturing, Cannabis Medicinal and Adult-Use Retail, Cannabis Distribution, and Cannabis Testing where permissible by state and local law; and

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

SECTION 1. Pursuant to Section 1000, 1001, and 1004 of the City Charter, a special municipal election shall be, and is hereby ordered to be, held in and for the City of Merced on Tuesday, June 5, 2018, at which election there shall be submitted to the qualified voters an ordinance imposing a special tax on commercial cannabis businesses in the City of Merced (the "Measure").

SECTION 2. The question to appear on the ballot shall be as set forth in Exhibit "A".

SECTION 3. The text of the ordinance to be submitted to the voters is attached hereto as Exhibit "B".

SECTION 4. The ballots to be used at the election shall be in form and content as required by law.

SECTION 5. The Commercial Cannabis Business Tax is enacted solely to raise revenue for specific governmental purposes for the City of Merced and not for purposes of regulation. All of the proceeds from the tax imposed by this Ordinance shall be used exclusively to fund local police and fire protection services and parks and recreation services and cannot be spent for any other purpose.

SECTION 6. The tax ordinance requires a two-thirds vote for approval.

SECTION 7. The proposed ordinance would impose a commercial cannabis business tax at a rate up to: 7% of gross receipts on medicinal retail, 10% of gross receipts on adult-use retail, \$25 per square foot on manufacturing, the greater of 10% or \$25 per square foot on cultivation, \$4 per square foot on nurseries, the greater of 10% or \$5 per square foot on distribution, and \$1 per square foot on testing with no expiration.

SECTION 8. The date for submission of primary arguments (in favor and against) is March 14, 2018; the date for submission of the City Attorney's impartial analysis of said Measure is hereby set for February 27, 2018; and the date for submission of rebuttal arguments to said primary arguments is set for March 23, 2018.

SECTION 9. Pursuant to the requirements in Elections Code Sections 9280 and 9282, the impartial analysis shall not exceed 500 words in length and the arguments shall not exceed 300 words in length.

SECTION 10. The City Attorney is directed to prepare all necessary documents and the City Attorney and City Clerk are directed to take all further actions necessary for purposes of this election, including the preparation of an impartial analysis of the Measure showing the effect of the Measure on the existing law and the operation of the Measure.

SECTION 11. The City Clerk is directed to Elections Code Sections 9283 and 9287 to ensure statutory compliance governing the submission of ballot arguments and to further determine priority of the submitted ballot arguments.

SECTION 12. The special municipal election hereby called for June 5, 2018 shall be and is hereby ordered consolidated with the Statewide Direct Primary Election to be held within the City on said date, and within the territory affected by the consolidation, all as required by and pursuant to law; and the election precincts, polling places, and officers of election within the City of Merced for said municipal election hereby called shall be the same as those selected and designated by the Registrar of Voters of the County of Merced for said consolidated election and set forth in the notice of election officers and polling places for said consolidated election published or to be published by the County Clerk of said County, as required by law, to which notice reference is hereby specifically made for a designation of the precincts, polling places, and election officers of the municipal election

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

SECTION 13. Said special municipal election hereby called shall be held and conducted, and the votes thereat received and canvassed, and the return thereof made, and the result thereof ascertained and determined in accordance with the general election laws of the State of California, except as herein provided or as otherwise provided for in the City Charter.

SECTION 14. All persons qualified to vote at municipal elections in the City of Merced shall be qualified to vote at said special municipal election.

SECTION 15. The polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, and the election officers shall thereupon proceed to canvass the ballots cast thereat.

SECTION 16. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding regularly scheduled Statewide Direct Primary Elections.

SECTION 17. The City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 18. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 19. At the next regular meeting of this City Council occurring after the returns of said special municipal election have been canvassed by the Registrar of Voters of the County of Merced, and the certification of the results thereof to this City Council, or at a special meeting called thereafter for such purpose, this City Council shall cause to be spread upon its minutes a statement of the results of said special

municipal election as ascertained by said canvass.

SECTION 20. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the _____ day of _____ 2018, 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

EXHIBIT “A”

VOTE FOR ONE

MERCED COMMERCIAL CANNABIS BUSINESS TAX. Generating approximately \$1,000,000 annually locally to fund Merced Police, Fire, Parks, Recreation services such as 911 emergency response; neighborhood-based policing; fire/gang prevention services; skilled police officers and firefighters; and safe, clean parks; shall the City of Merced adopt an ordinance authorizing an annual commercial cannabis business tax of up to: \$25 per square foot of cultivation space, or 10% of gross receipts until ended by voters, with independent citizens oversight?	YES	(+)
	NO	(+)

EXHIBIT “B”

The Final Text of the Cannabis Tax Ordinance will be inserted here after City Council approval of final language.

EXHIBIT "B"

ORDINANCE NO. ____

AN ORDINANCE OF THE PEOPLE OF THE CITY OF MERCED, CALIFORNIA, ADDING CHAPTER 3.52 TO THE CITY OF MERCED MUNICIPAL CODE, APPROVING AND IMPLEMENTING A COMMERCIAL CANNABIS BUSINESS TAX

THE PEOPLE OF CITY OF MERCED ORDAIN:

SECTION 1. Special Tax.

The Commercial Cannabis Business Tax is enacted solely to raise revenue for specific governmental purposes for the City of Merced and not for purposes of regulation. All of the proceeds from the tax imposed by this Ordinance shall be used exclusively to fund local police and fire protection services and parks and recreation services and cannot be spent for any other purpose.

SECTION 2. Purpose.

To impose a tax on the privilege of cultivating, manufacturing, processing, storing, laboratory testing, labeling, packaging, transporting, distributing, delivering, or sale of adult-use or medicinal cannabis or adult-use or medicinal cannabis products by commercial cannabis businesses in the City of Merced. Only commercial cannabis businesses are liable for the tax. It is not a sales tax or other tax levied upon recreational cannabis users or medical marijuana patients, nor is it a tax on real property. These revenues will remain locally-controlled and are not subject to seizure by the State. All revenues are required to be spent in the City of Merced for local police and fire services and parks and recreation services.

SECTION 3. A new City of Merced Municipal Code Chapter 3.52 is hereby adopted to read:

COMMERCIAL CANNABIS BUSINESS TAX

- 3.52.100 Imposition of Tax.
- 3.52.200 Definitions.
- 3.52.300 Payment Obligation.
- 3.52.400 Remittance.
- 3.52.500 Payment of Tax Does Not Authorize Unlawful Business or Activity.
- 3.52.600 Modification, Repeal or Amendment.
- 3.52.700 Use of Tax Proceeds
- 3.52.800 Administration.

3.52.100 Imposition of Tax.

A. Tax on Commercial Cannabis Cultivation:

1. Every person engaged in commercial cannabis cultivation in the city limits of the City of Merced shall pay an annual commercial cannabis business tax of up to the greater of (i) \$25.00 per square foot of canopy area or (ii) 10% of gross receipts. The canopy area shall be the greater of (i) the maximum canopy square footage authorized by the State license issued to the

commercial cannabis business or (ii) the actual canopy area of the business. In no case shall the canopy square footage not utilized under a permit be deducted for the purpose of determining the tax.

2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis cultivation within the City of Merced city limits for different categories of commercial cannabis cultivation subject to the maximum rate established in subsection (A)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (A)(1).
3. Subject to modification by the City Council as set forth in this subsection (A), the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis cultivation shall, for each such business, be the greater of (i) \$7.00 per square foot of cultivation area or (ii) 4% of gross receipts.

B. Tax on Commercial Cannabis Nurseries:

1. Every person operating a commercial cannabis nursery in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to \$4.00 per square foot of nursery area. The nursery area shall include all areas of the commercial business that contain cannabis plants in the immature stage as defined by the State.
2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis nurseries within the City of Merced city limits subject to the maximum rate established in subsection (B)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (B)(1).
3. Subject to modification by the City Council as set forth in this subsection (B), the initial rate of the annual commercial cannabis business tax for each person operating a commercial cannabis nursery shall be \$0.50 per square foot of nursery area

C. Tax on Commercial Cannabis Manufacturing:

1. Every person engaged in commercial cannabis manufacturing in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to \$25.00 per square foot of manufacturing area.
2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis manufacturing within the City of Merced city limits subject to the maximum rate established in subsection (C)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (C)(1).

3. Subject to modification by the City Council as set forth in this subsection (C) the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis manufacturing shall be \$7.00 per square foot of manufacturing area.

D. Tax on Commercial Cannabis Distribution:

1. Every person engaged in commercial cannabis distribution in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to the greater of (i) \$5.00 per square foot of building or (ii) 10% of gross receipts.
2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis distribution within the City of Merced city limits subject to the maximum rate established in subsection (D)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (D)(1).
3. Subject to modification by the City Council as set forth in this subsection (D) the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis distribution shall, for each such businesses, be the greater of (i) \$1.00 per square foot of distribution area annually or (ii) 2% of gross receipts. .

E. Tax on Commercial Cannabis Retailing:

1. Every person engaged in commercial cannabis retailing in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to 10% on gross receipts for adult-use retail and a rate of up to 7% on gross receipts for medicinal retail.
2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis retailing within the City of Merced city limits subject to the maximum rate established in subsection (E)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (E)(1).
3. Subject to modification by the City Council as set forth in this subsection (E) the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis retailing shall be 4% of gross receipts for medicinal retail and 7% of gross receipts for adult-use retail.

F. Tax on Commercial Cannabis Testing:

1. Every person engaged in commercial cannabis testing in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to \$1.00 per square foot of building area.

2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis testing within the City of Merced city limits subject to the maximum rate established in subsection (F)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (F)(1).
3. Subject to modification by the City Council as set forth in this subsection (F) the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis testing shall be \$0.25 per square foot of building area.

3.52.200 Definitions.

For the purposes of this Chapter.

A. "Business tax" or "Commercial Cannabis Business Tax" means the tax due pursuant to this Chapter for engaging in lawful commercial cannabis business in the City of Merced.

B. "Cannabis" means all parts of the Cannabis sativa Linnaeus, Cannabis Indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code as enacted by Chapter 14017 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

C. "Canopy Area" means all premises that contains mature plants at any point in time; including all of the space within the boundaries. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

D. "Commercial Cannabis Business" means any commercial business activity relating to cannabis, including but not limited to cultivating, manufacturing, processing, storing, laboratory testing, labeling, packaging, transporting, distributing, delivering, or sale of cannabis, medicinal cannabis or a cannabis or medicinal cannabis product, except as related Business and Professions Code Section 19319, and as they may be amended or Health and Safety Code Sections 11362.1 through 11362.45 and as they may be amended.

E. "Commercial Cannabis Cultivation" means any activity, other than a Cannabis Nursery as defined in subsection H, involving the propagation, planting, growing, harvesting, drying, curing, grading, or trimming of cannabis for non-personal use.

F. "Commercial Cannabis Distribution" means the procurement, sale, and transport of cannabis or cannabis products between entities licensed pursuant to the Medical and Adult Use

of Cannabis Regulation and Safety Act and any subsequent State of California legislation regarding the same.

G. "Commercial Cannabis Manufacturing" means any aspect of the cannabis extraction and infusion processes, including processing, preparing, holding, storing, packaging, or labeling of cannabis products. Cannabis manufacturing also includes any processing, preparing, holding, or storing of components and ingredients. Cannabis Manufacturing does not include Cannabis Distribution or Cultivation.

H. "Commercial Cannabis Nursery" means a facility that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis for non-personal use.

I. "Commercial Cannabis Retailing " means business, other than a business all of whose sales constitute Cannabis Distribution, where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination for sale, including an establishment that delivers cannabis or cannabis products as part of a sale.

1. "Adult-Use Cannabis Retailing" means any Commercial Cannabis Retailing that does not qualify as Medicinal Cannabis Retailing, such as sales intended for adults 21 years of age and over and who do not possess a physician's recommendation.
2. "Medicinal Cannabis Retailing" means the sale of cannabis or cannabis products that are intended for cannabis patients who possess a physician's recommendation for the use of cannabis.

J. "Commercial Cannabis Testing" means a facility, entity, or site that offers or performs tests of cannabis or cannabis products, and that is accredited as operating to ISO standard 17025 by an accrediting body, and registered with the State Department of Public Health.

K. "Cultivation area" means all portions of the premises deducting therefrom driveways, sidewalks, landscaping, manufacturing area, nursery area, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis business (such as a janitorial closet).

L. "Gross receipts" means the total amount actually received or receivable from all cannabis sales; the total amount or compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit is allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares, or merchandise; and discounts, rents, royalties, fees, commissions, dividends, and gains realized. Included in "gross receipts" shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of the material used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever.

M. "Manufacturing area" means the entire premises utilized for production, preparation, propagation, storage or compounding of manufactured cannabis or cannabis products, directly or indirectly, by extraction methods deducting for non-production portions of the premises, such as space used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis business (such as a janitorial closet).

N. "Nursery area" means the entire premises utilized for production of clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis deducting for non-production portions of the premises, such as space used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis business (such as a janitorial closet).

O. "Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

3.52.300 Payment Obligation.

Except to the extent such tax is prohibited under state or federal law, any entity subject to this chapter must pay the tax rate set pursuant to this chapter. Failure to pay the taxes required by this Section within thirty (30) days after the due date shall be subject to the following penalties:

- A. A penalty in the sum equal to twenty-five percent (25%) of the total amount due; and
- B. If the tax remains unpaid, an additional penalty equal to ten percent (10%) shall be added on the first day of each calendar month following the month of the imposition of the twenty-five percent (25%) penalty if the tax remains unpaid.

3.52.400 Remittance.

The taxes imposed by this chapter are annual taxes payable in quarterly installments. The tax year for purposes of this chapter runs from January 1 through December 31 of each calendar year. No later than the last day of the month following the end of each calendar quarter (for example, no later than April 30 for the quarter running from January 1 through March 31), each taxpayer shall remit to the quarterly installment.

Where a tax is based on a flat rate per square foot area, the quarterly installment shall be no less than the amount calculated by multiplying the relevant square footage by one-quarter of the relevant annual tax rate. This tax shall not be prorated for square footage only used or permitted for a portion of the quarter, or for a business that was in operation during only a portion of the quarter.

Where a tax is based on a percentage of gross receipts, the quarterly installment shall be no less than the amount calculated by applying the relevant tax rate to the paid based on the actual gross receipts for the quarter.

Where a tax is based on a combination of flat rate per square foot of area and percentage of gross receipts, the quarterly installment shall be no less than the greater of the amounts set forth in the prior two paragraphs.

No later than January 31 of each year, each taxpayer shall file with the city their final tax statement with respect to all commercial cannabis business activities during the prior calendar year. If the total of all installment payments made for the tax year is less than the final annual tax due, the difference shall be remitted to the city along with the tax statement. If the total of all installment payments exceeds the final annual tax due, then the excess payment shall be applied as a credit against the subsequent year's installment payments.

Any quarterly installment or final tax payment that is not timely made shall be subject to the penalties set forth in Section 3.52.300.

The taxes imposed by this chapter shall be remitted directly to the City quarterly as set forth in this Chapter. Each business shall pay on or before the last day of the month following the close of each calendar quarter, the minimum amount due if square footage versus gross receipts is applicable, and at the end of the fiscal year, any amount owed greater than the amount paid is due and shall be paid on or before the last day of the month following the close of the calendar year. All other gross receipts or square footage tax is due and payable at the end of each quarter. Nothing in this Chapter shall be interpreted to excuse any person from any obligation under any other provision of the municipal code; including, but not limited to, provisions of the code relating to business licensing and business license taxes.

3.52.500 Payment of Tax Does Not Authorize Unlawful Business or Activity.

The payment of any commercial cannabis business tax required under the provisions of this Chapter shall not be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal matter. Nothing in this section implies or authorizes that any activity connected with the distribution or possession of cannabis is legal unless authorized by California and Federal Law. Nothing in this section shall be applied or construed as authorizing the sale of cannabis.

3.52.600 Modification, Repeal or Amendment.

The voters expressly authorize the City Council to amend, modify, change, revise, or appeal any provision in this Chapter as the City Council deems in the best interest of the City without a vote of the people to the extent allowed by law. However, as required by Article XIII C of the California Constitution, voter approval is required for any amendment to Section 3.52.100 that would increase the rate of any Tax levied pursuant to this Chapter above the maximum rates established by this Chapter or to change the services funded by the tax.

The City Council may impose any tax authorized by this Chapter at a lower rate and may establish exemptions, or other reductions as otherwise permitted under state and federal law. No action by the Council under this Section shall prevent it from later increasing the tax or removing any exemption, incentive, or reduction, and restoring the maximum tax rates specified in this Chapter.

3.52.700 Use of Tax Proceeds

Proceeds of the tax shall be deposited in a special fund and available only for expenditures on local police and fire protection services and parks and recreation services, and not for any other purpose.

3.52.700 Administration.

A. The City Manager or the City Manager's designee shall promulgate rules, regulations, and procedures to implement and administer this Chapter to ensure the efficient and timely collection of the tax imposed by this Chapter.

B. The City shall engage an annual audit of all proceeds raised by this measure. Such audit may be combined with any other independent audit engaged by the City.

C. The City shall cause a report to be filed annually as required by Government Code section 50075.3

D. An independent Citizens' Oversight Committee shall be formed to review the revenues and expenditures generated and spent. Said Committee shall consist of six (6) members, one (1) from each of the six City Council Districts, plus 1 at-large member from any area of the City, as long as all members are City residents. Nominees shall be appointed by the City Council. Elected officials at any level of government and employees of the City are ineligible to serve as members of the Committee. Members so appointed shall serve without compensation for a term of four (4) years.

The Committee shall meet quarterly but not less than once per year to review the revenues and expenditures generated and spent under this Chapter, and provide its findings to the City Council at least once a year prior to budget adoption. Unless modified by City Council Resolution, the Committee shall not have any function, power, or authority other than those expressly provided herein. In no event shall a failure of the City Council or the Citizens' Oversight Committee to take an action required by this Section 5.52.700(E) invalidate any tax collected under this Chapter; however, any court of competent jurisdiction may issue an order to the City compelling the City to comply with this Section.

SECTION 4. This Ordinance shall become effective upon adoption by two-thirds majority of the voters casting votes at the special election on June 5, 2018.

SECTION 5. The City Clerk shall publish this ordinance as required by applicable law. Upon approval by the voters, the City Clerk shall certify the passage of this ordinance by the voters, and cause the ordinance to be codified in the City of Merced Municipal Code.

PASSED, APPROVED, AND ADOPTED BY THE PEOPLE OF THE CITY OF MERCED AT THE SPECIAL MUNICIPAL ELECTION HELD THE ____ DAY OF _____, 2018, by the following vote tally:

YES:

NOES:

OTHER:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM

Velly Tomchen 2/14/18
City Attorney

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MERCED, CALIFORNIA, REQUESTING
THAT THE BOARD OF SUPERVISORS OF THE
COUNTY OF MERCED, CALIFORNIA PROVIDE FOR
THE CONSOLIDATION OF A SPECIAL MUNICIPAL
ELECTION AND A BALLOT MEASURE WITH THE
STATEWIDE DIRECT PRIMARY ELECTION TO BE
HELD ON JUNE 5, 2018**

WHEREAS, the City Council of the City of Merced has called a special municipal election, including a ballot measure proposition, to be held in the City of Merced on Tuesday, June 5, 2018, at which election will be submitted to the qualified electors of the City of Merced a proposition to tax Cannabis sales and commercial activity.

WHEREAS, a Statewide Direct Primary Election will be held on Tuesday, June 5, 2018, and it is the desire of this City Council that said special municipal election be consolidated with said Statewide Direct Primary Election.

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

SECTION 1. The Board of Supervisors of the County of Merced is hereby requested to order the consolidation of said special municipal election with said Statewide Direct Primary Election to be held on Tuesday, June 5, 2018, insofar as the City of Merced is concerned, and to further provide that within the territory affected by said Order of Consolidation, to wit: The City of Merced, the election precincts, polling places, and voting booths shall in every case be the same and there shall be one set of election officers in each of said precincts and to further provide that said measures hereinabove set forth shall be set forth in the ballots to be used at said election insofar as the same is held within the City of Merced.

SECTION 2. The Board of Supervisors of Merced County is hereby further requested to authorize the Registrar of Voters to canvass, or to cause to be canvassed, as provided by law, the returns of said special municipal election with respect to the votes cast in the City of Merced on the

ballot measure proposition.

SECTION 3. The City Clerk is hereby authorized and directed to certify to the due adoption of this Resolution and to transmit a copy thereof so certified to the Merced County Board of Supervisors and to file a copy hereof so certified with the Registrar of the County of Merced.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions and take other appropriate actions necessary to ensure the placement of said special municipal election before the voters of the City of Merced at said regularly scheduled Statewide Direct Primary Election.

SECTION 5. The City Clerk is hereby authorized and directed to reimburse the county in full for the services performed for said special municipal election upon receipt of an invoice from the Registrar of Voters – Elections office.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the _____ day of _____ 2018, 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

ORDINANCE NO. ____

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF MERCED, CALIFORNIA,
ADDING CHAPTER 3.52 TO THE CITY OF MERCED MUNICIPAL CODE,
APPROVING AND IMPLEMENTING A COMMERCIAL CANNABIS BUSINESS TAX**

THE PEOPLE OF CITY OF MERCED ORDAIN:

SECTION 1. Special Tax.

The Commercial Cannabis Business Tax is enacted solely to raise revenue for specific governmental purposes for the City of Merced and not for purposes of regulation. All of the proceeds from the tax imposed by this Ordinance shall be used exclusively to fund local police and fire protection services and parks and recreation services and cannot be spent for any other purpose.

SECTION 2. Purpose.

To impose a tax on the privilege of cultivating, manufacturing, processing, storing, laboratory testing, labeling, packaging, transporting, distributing, delivering, or sale of adult-use or medicinal cannabis or adult-use or medicinal cannabis products by commercial cannabis businesses in the City of Merced. Only commercial cannabis businesses are liable for the tax. It is not a sales tax or other tax levied upon recreational cannabis users or medical marijuana patients, nor is it a tax on real property. These revenues will remain locally-controlled and are not subject to seizure by the State. All revenues are required to be spent in the City of Merced for local police and fire services and parks and recreation services.

SECTION 3. A new City of Merced Municipal Code Chapter 3.52 is hereby adopted to read:

COMMERCIAL CANNABIS BUSINESS TAX

- 3.52.100 Imposition of Tax.
- 3.52.200 Definitions.
- 3.52.300 Payment Obligation.
- 3.52.400 Remittance.
- 3.52.500 Payment of Tax Does Not Authorize Unlawful Business or Activity.
- 3.52.600 Modification, Repeal or Amendment.
- 3.52.700 Use of Tax Proceeds
- 3.52.800 Administration.

3.52.100 Imposition of Tax.

A. Tax on Commercial Cannabis Cultivation:

1. Every person engaged in commercial cannabis cultivation in the city limits of the City of Merced shall pay an annual commercial cannabis business tax of up to the greater of (i) \$25.00 per square foot of canopy area or (ii) 10% of gross receipts. The canopy area shall be the greater of (i) the maximum canopy square footage authorized by the State license issued to the commercial cannabis business or (ii) the actual canopy area of the business.

In no case shall the canopy square footage not utilized under a permit be deducted for the purpose of determining the tax.

2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis cultivation within the City of Merced city limits for different categories of commercial cannabis cultivation subject to the maximum rate established in subsection (A)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (A)(1).
3. Subject to modification by the City Council as set forth in this subsection (A), the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis cultivation shall, for each such business, be the greater of (i) \$7.00 per square foot of cultivation area or (ii) 4% of gross receipts.

B. Tax on Commercial Cannabis Nurseries:

1. Every person operating a commercial cannabis nursery in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to \$4.00 per square foot of nursery area. The nursery area shall include all areas of the commercial business that contain cannabis plants in the immature stage as defined by the State.
2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis nurseries within the City of Merced city limits subject to the maximum rate established in subsection (B)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (B)(1).
3. Subject to modification by the City Council as set forth in this subsection (B), the initial rate of the annual commercial cannabis business tax for each person operating a commercial cannabis nursery shall be \$0.50 per square foot of nursery area

C. Tax on Commercial Cannabis Manufacturing:

1. Every person engaged in commercial cannabis manufacturing in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to \$25.00 per square foot of manufacturing area.
2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis manufacturing within the City of Merced city limits subject to the maximum rate established in subsection (C)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (C)(1).

3. Subject to modification by the City Council as set forth in this subsection (C) the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis manufacturing shall be \$7.00 per square foot of manufacturing area.

D. Tax on Commercial Cannabis Distribution:

1. Every person engaged in commercial cannabis distribution in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to the greater of (i) \$5.00 per square foot of building or (ii) 10% of gross receipts.
2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis distribution within the City of Merced city limits subject to the maximum rate established in subsection (D)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (D)(1).
3. Subject to modification by the City Council as set forth in this subsection (D) the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis distribution shall, for each such businesses, be the greater of (i) \$1.00 per square foot of distribution area annually or (ii) 2% of gross receipts. .

E. Tax on Commercial Cannabis Retailing:

1. Every person engaged in commercial cannabis retailing in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to 10% on gross receipts for adult-use retail and a rate of up to 7% on gross receipts for medicinal retail.
2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis retailing within the City of Merced city limits subject to the maximum rate established in subsection (E)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (E)(1).
3. Subject to modification by the City Council as set forth in this subsection (E) the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis retailing shall be 4% of gross receipts for medicinal retail and 7% of gross receipts for adult-use retail.

F. Tax on Commercial Cannabis Testing:

1. Every person engaged in commercial cannabis testing in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to \$1.00 per square foot of building area.

2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis testing within the City of Merced city limits subject to the maximum rate established in subsection (F)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (F)(1).
3. Subject to modification by the City Council as set forth in this subsection (F) the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis testing shall be \$0.25 per square foot of building area.

3.52.200 Definitions.

For the purposes of this Chapter.

A. "Business tax" or "Commercial Cannabis Business Tax" means the tax due pursuant to this Chapter for engaging in lawful commercial cannabis business in the City of Merced.

B. "Cannabis" means all parts of the Cannabis sativa Linnaeus, Cannabis Indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code as enacted by Chapter 14017 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

C. "Canopy Area" means all premises that contains mature plants at any point in time; including all of the space within the boundaries. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

D. "Commercial Cannabis Business" means any commercial business activity relating to cannabis, including but not limited to cultivating, manufacturing, processing, storing, laboratory testing, labeling, packaging, transporting, distributing, delivering, or sale of cannabis, medicinal cannabis or a cannabis or medicinal cannabis product, except as related Business and Professions Code Section 19319, and as they may be amended or Health and Safety Code Sections 11362.1 through 11362.45 and as they may be amended.

E. "Commercial Cannabis Cultivation" means any activity, other than a Cannabis Nursery as defined in subsection H, involving the propagation, planting, growing, harvesting, drying, curing, grading, or trimming of cannabis for non-personal use.

F. "Commercial Cannabis Distribution" means the procurement, sale, and transport of cannabis or cannabis products between entities licensed pursuant to the Medical and Adult Use

of Cannabis Regulation and Safety Act and any subsequent State of California legislation regarding the same.

G. "Commercial Cannabis Manufacturing" means any aspect of the cannabis extraction and infusion processes, including processing, preparing, holding, storing, packaging, or labeling of cannabis products. Cannabis manufacturing also includes any processing, preparing, holding, or storing of components and ingredients. Cannabis Manufacturing does not include Cannabis Distribution or Cultivation.

H. "Commercial Cannabis Nursery" means a facility that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis for non-personal use.

I. "Commercial Cannabis Retailing " means business, other than a business all of whose sales constitute Cannabis Distribution, where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination for sale, including an establishment that delivers cannabis or cannabis products as part of a sale.

1. "Adult-Use Cannabis Retailing" means any Commercial Cannabis Retailing that does not qualify as Medicinal Cannabis Retailing, such as sales intended for adults 21 years of age and over and who do not possess a physician's recommendation.
2. "Medicinal Cannabis Retailing" means the sale of cannabis or cannabis products that are intended for cannabis patients who possess a physician's recommendation for the use of cannabis.

J. "Commercial Cannabis Testing" means a facility, entity, or site that offers or performs tests of cannabis or cannabis products, and that is accredited as operating to ISO standard 17025 by an accrediting body, and registered with the State Department of Public Health.

K. "Cultivation area" means all portions of the premises deducting therefrom driveways, sidewalks, landscaping, manufacturing area, nursery area, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis business (such as a janitorial closet).

L. "Gross receipts" means the total amount actually received or receivable from all cannabis sales; the total amount or compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit is allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares, or merchandise; and discounts, rents, royalties, fees, commissions, dividends, and gains realized. Included in "gross receipts" shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of the material used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever.

M. "Manufacturing area" means the entire premises utilized for production, preparation, propagation, storage or compounding of manufactured cannabis or cannabis products, directly or indirectly, by extraction methods deducting for non-production portions of the premises, such as space used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis business (such as a janitorial closet).

N. "Nursery area" means the entire premises utilized for production of clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis deducting for non-production portions of the premises, such as space used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis business (such as a janitorial closet).

O. "Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

3.52.300 Payment Obligation.

Except to the extent such tax is prohibited under state or federal law, any entity subject to this chapter must pay the tax rate set pursuant to this chapter. Failure to pay the taxes required by this Section within thirty (30) days after the due date shall be subject to the following penalties:

- A. A penalty in the sum equal to twenty-five percent (25%) of the total amount due; and
- B. If the tax remains unpaid, an additional penalty equal to ten percent (10%) shall be added on the first day of each calendar month following the month of the imposition of the twenty-five percent (25%) penalty if the tax remains unpaid.

3.52.400 Remittance.

The taxes imposed by this chapter are annual taxes payable in quarterly installments. The tax year for purposes of this chapter runs from January 1 through December 31 of each calendar year. No later than the last day of the month following the end of each calendar quarter (for example, no later than April 30 for the quarter running from January 1 through March 31), each taxpayer shall remit to the quarterly installment.

Where a tax is based on a flat rate per square foot area, the quarterly installment shall be no less than the amount calculated by multiplying the relevant square footage by one-quarter of the relevant annual tax rate. This tax shall not be prorated for square footage only used or permitted for a portion of the quarter, or for a business that was in operation during only a portion of the quarter.

Where a tax is based on a percentage of gross receipts, the quarterly installment shall be no less than the amount calculated by applying the relevant tax rate to the paid based on the actual gross receipts for the quarter.

Where a tax is based on a combination of flat rate per square foot of area and percentage of gross receipts, the quarterly installment shall be no less than the greater of the amounts set forth in the prior two paragraphs.

No later than January 31 of each year, each taxpayer shall file with the city their final tax statement with respect to all commercial cannabis business activities during the prior calendar year. If the total of all installment payments made for the tax year is less than the final annual tax due, the difference shall be remitted to the city along with the tax statement. If the total of all installment payments exceeds the final annual tax due, then the excess payment shall be applied as a credit against the subsequent year's installment payments.

Any quarterly installment or final tax payment that is not timely made shall be subject to the penalties set forth in Section 3.52.300.

The taxes imposed by this chapter shall be remitted directly to the City quarterly as set forth in this Chapter. Each business shall pay on or before the last day of the month following the close of each calendar quarter, the minimum amount due if square footage versus gross receipts is applicable, and at the end of the fiscal year, any amount owed greater than the amount paid is due and shall be paid on or before the last day of the month following the close of the calendar year. All other gross receipts or square footage tax is due and payable at the end of each quarter. Nothing in this Chapter shall be interpreted to excuse any person from any obligation under any other provision of the municipal code; including, but not limited to, provisions of the code relating to business licensing and business license taxes.

3.52.500 Payment of Tax Does Not Authorize Unlawful Business or Activity.

The payment of any commercial cannabis business tax required under the provisions of this Chapter shall not be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal matter. Nothing in this section implies or authorizes that any activity connected with the distribution or possession of cannabis is legal unless authorized by California and Federal Law. Nothing in this section shall be applied or construed as authorizing the sale of cannabis.

3.52.600 Modification, Repeal or Amendment.

The voters expressly authorize the City Council to amend, modify, change, revise, or appeal any provision in this Chapter as the City Council deems in the best interest of the City without a vote of the people to the extent allowed by law. However, as required by Article XIII C of the California Constitution, voter approval is required for any amendment to Section 3.52.100 that would increase the rate of any Tax levied pursuant to this Chapter above the maximum rates established by this Chapter or to change the services funded by the tax.

The City Council may impose any tax authorized by this Chapter at a lower rate and may establish exemptions, or other reductions as otherwise permitted under state and federal law. No action by the Council under this Section shall prevent it from later increasing the tax or removing any exemption, incentive, or reduction, and restoring the maximum tax rates specified in this Chapter.

3.52.700 Use of Tax Proceeds

Proceeds of the tax shall be deposited in a special fund and available only for expenditures on local police and fire protection services and parks and recreation services, and not for any other purpose.

3.52.700 Administration.

A. The City Manager or the City Manager's designee shall promulgate rules, regulations, and procedures to implement and administer this Chapter to ensure the efficient and timely collection of the tax imposed by this Chapter.

B. The City shall engage an annual audit of all proceeds raised by this measure. Such audit may be combined with any other independent audit engaged by the City.

C. The City shall cause a report to be filed annually as required by Government Code section 50075.3

D. An independent Citizens' Oversight Committee shall be formed to review the revenues and expenditures generated and spent. Said Committee shall consist of six (6) members, one (1) from each of the six City Council Districts, plus 1 at-large member from any area of the City, as long as all members are City residents. Nominees shall be appointed by the City Council. Elected officials at any level of government and employees of the City are ineligible to serve as members of the Committee. Members so appointed shall serve without compensation for a term of four (4) years.

The Committee shall meet quarterly but not less than once per year to review the revenues and expenditures generated and spent under this Chapter, and provide its findings to the City Council at least once a year prior to budget adoption. Unless modified by City Council Resolution, the Committee shall not have any function, power, or authority other than those expressly provided herein. In no event shall a failure of the City Council or the Citizens' Oversight Committee to take an action required by this Section 5.52.700(E) invalidate any tax collected under this Chapter; however, any court of competent jurisdiction may issue an order to the City compelling the City to comply with this Section.

SECTION 4. This Ordinance shall become effective upon adoption by two-thirds majority of the voters casting votes at the special election on June 5, 2018.

SECTION 5. The City Clerk shall publish this ordinance as required by applicable law. Upon approval by the voters, the City Clerk shall certify the passage of this ordinance by the voters, and cause the ordinance to be codified in the City of Merced Municipal Code.

PASSED, APPROVED, AND ADOPTED BY THE PEOPLE OF THE CITY OF MERCED AT THE SPECIAL MUNICIPAL ELECTION HELD THE ____ DAY OF _____ 2018, by the following vote tally:

YES:

NOES:

OTHER:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM

Kelly Finner 2/14/18
City Attorney

NOTICE OF EXEMPTION

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

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

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

Project Title: Cannabis Tax Ordinance/Environmental Review #18-12

Project Applicant: City of Merced

Project Location (Specific): City of Merced (City wide)

Project Location - City: Merced

Project Location - County: Merced

Description of Nature, Purpose, and Beneficiaries of Project: The proposed Commercial Cannabis Business Tax, which will be required to be approved by the voters of the City of Merced before it is enacted, is proposed solely to raise revenue for specific governmental purposes for the City of Merced and not for purposes of regulation. All of the proceeds from the tax imposed by this Ordinance shall be used exclusively to fund local police and fire protection services and parks and recreation services and cannot be spent for any other purpose.

Name of Public Agency Approving Project: City of Merced

Name of Person or Agency Carrying Out Project: City of Merced

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State Type and Section Number: _____
☐ Statutory Exemptions. State Code Number: _____
☒ General Rule (Sec. 15061 (b)(3))

Reasons why Project is Exempt: The proposed Ordinance has been reviewed by City staff in accordance with the Environmental Checklist Form (Appendix G of the CEQA Guidelines) to determine if there would be any possibility that the proposed ordinance would create any significant environmental impacts, and City staff has determined that the establishment of taxes on commercial cannabis businesses do not meet any of the thresholds contained in the Checklist that would trigger a significant environmental impact, and thus according to the "general rule exemption" (Section 15061(b)(3) of the CEQA Guidelines), projects which have no potential for causing a significant effect on the environment are not subject to CEQA, no further environmental analysis is required.

Lead Agency: City of Merced

Contact Person: Kim Espinosa

Area Code/Telephone: (209) 385-6858

Signature:  **Date:** February 8, 2018 **Title:** Planning Manager

X Signed by Lead Agency

Date Received for Filing at OPR: n/a
(If applicable)

Authority Cited: Sections 21083 and 21110. Public Resources Code
Resources Code

Reference: Sections 21108, 21152, and 21152.1. Public



ADMINISTRATIVE REPORT

Agenda Item K.2.

Meeting Date: 2/20/2018

SUBJECT: Update on Public Facilities Projects

REPORT IN BRIEF

At the request of Council Member Belluomini, staff are presenting an update on the Public Facilities projects.

RECOMMENDATION

Provide staff with further direction on Public Facilities Projects.

AUTHORITY

Article XI, Section 1108 of the Merced City Charter and Merced Municipal Code Chapter 13.66 Financing Facilities.

DISCUSSION

On January 16, 2018, an update was presented to the Council. As a result of this discussion, it was requested that this topic be brought back to the Council for regular updates. Staff will update the Council as to current progress and incorporate any recommendations to the timeline going forward.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item K.3.

Meeting Date: 2/20/2018

Report Prepared by: Ken F. Elwin, PE, Director of Public Works

SUBJECT: Downtown Merced Entry Sign

REPORT IN BRIEF

Provides an update to City Council on the proposed Merced entry sign to be located in downtown Merced.

RECOMMENDATION

Provide staff with direction on the presented options.



ADMINISTRATIVE REPORT

Agenda Item L.1.

Meeting Date: 2/20/2018

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

SUBJECT: Recreation and Parks Commission Appointments (2)

REPORT IN BRIEF

Consider accepting nominations and appointing individual(s) to the Recreation and Parks Commission.

RECOMMENDATION

City Council - Adopt a motion accepting nominations and appointing two individuals to serve as members of the Recreation and Parks Commission, with term dates of July 1, 2019 and July 1, 2021.

ALTERNATIVES

1. Accept nominations and appoint two individuals to serve as members of the Recreation and Parks Commission; or
2. Appoint select individuals; or,
3. Refer to staff with direction to resume recruitment of applicants for this Commission.

AUTHORITY

Article VII, Sections 700, 702, 702.1, 705, 711, and 712 of the Merced City Charter.

DISCUSSION

The Recreation and Parks Commission, created by City Charter, acts in an advisory capacity to the City Council in all matters pertaining to recreation and parks; considers the annual budget for recreation and parks; and assists in the planning of a recreation program. This Commission consists of seven members who are qualified electors of the City of Merced. Meetings are held on the fourth Monday of each month at 5:30 p.m.

Commission Chair Corinne Chavez resigned from her seat on November 27, 2017. The term on the vacant seat is set to expire on July 1, 2019.

Commissioner Bianca Warren resigned from her seat on February 14, 2018. The term of the vacant seat is set to expire on July 1, 2021.

All individuals appointed would be eligible for reappointment at the end of their respective terms, provided they continue to meet the requirements set forth in the Charter.

In accordance with Council direction, the Clerk's Office notices vacancies for all boards and commissions in a local newspaper and maintains an updated vacancy notice for all boards and commissions outside City Hall, at the entrance of the Council Chamber, on social media, and on the City's website. Additionally, in accordance with Government Code 54972, the Clerk's Office posts the Local Appointments List (Maddy Act) yearly.

The City Clerk's Office has received applications from individuals who are qualified voters of the City of Merced. A copy of the current roster and copies of their respective applications are attached for your reference.

ATTACHMENTS

1. Current Roster
2. Application of Monique Williams
3. Application of Scott Drexel
4. Application of Justin Anderson
5. Application of Francisco Varela
6. Application of Valente Huitron
7. Application of Javier Sanchez
8. Application of Norma Cardona



RECREATION AND PARKS COMMISSION

BOARD ROSTER



JEREMY JENKINS

1st Term May 05, 2014 - Jul 01, 2018

Appointing Authority City Council

Position Vice-Chair

Office/Role Commissioner



MICHAEL D PIERICK

1st Term Jul 17, 2017 - Jul 01, 2018

Appointing Authority City Council

Position Commissioner



YESENIA CURIEL

1st Term Jul 17, 2017 - Jul 01, 2018

Appointing Authority City Council

Position Commissioner

Office/Role Commissioner



MICHAEL R BELLUOMINI

1st Term Dec 19, 2016 - Jul 01, 2019

Appointing Authority City Council

Position Ex-Officio



ERIC MOORE

1st Term Jul 17, 2017 - Jul 01, 2021

Appointing Authority City Council

Position Commissioner



RALPH W. MORRIS

1st Term Jul 17, 2017 - Jul 01, 2021

Appointing Authority City Council

Position Commissioner



VACANCY

Appointing Authority City Council

Position Commissioner

Office/Role Commissioner



VACANCY

Appointing Authority City Council

Position Commissioner

Profile

Monique

First Name

D.

Middle Initial

Williams

Last Name

State of California CDCR

Employer

Correctional Lieutenant

Job Title

Email Address

Primary Phone

Alternate Phone

Are you 18 years of age or older? (Required)

☒ Yes ☐ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

☒ Yes ☐ No

Street Address

City

Suite or Apt

State

Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

☒ Yes ☐ No

No

Are you currently serving on a Board or Commission? If so, please list:

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☒ Some College, No Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

i am an avid volunteer and i would like to serve on this board. my children have always utilized parks and rec for their fun needs.

Please list your current employer and relevant volunteer experience.

California Department of Corrections and Rehabilitation I have volunteered in my community at my childrens' schools in the capacity of PTO parent teacher org. My Daughter volunteered as an explorer, we attended the events.

What is your understanding of the roles and responsibilities of this Board or Commission?

serve as an advisory in assisting the CITY COUNCIL, with planning and assisting activities for parks and rec.

Do you have experience or special knowledge pertaining to this Board or Commission?

No.

Any other comments you would like to add that may assist the City Council in their decision?

i have great experience and am willing to learn. I work well with others.

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☒ I Agree *

Question applies to multiple boards

Attendance Policy

☒ I Agree *

Statement of Economic Interests - FPPC Form 700

☒ I Agree *

Question applies to multiple boards

Oath of Office

☒ I Agree *

Question applies to multiple boards

Public Scrutiny

☒ I Agree *

How did you hear about this vacancy? *

☒ City Website

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☒ African American

Gender

☒ Female



Date of Birth

Submission

MDW

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

Profile

Scott

First Name

G

Middle Initial

Drexel

Last Name

Employer

Job Title

Email Address

Primary Phone

Alternate Phone

Are you 18 years of age or older? (Required)

☒ Yes ☐ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

☒ Yes ☐ No

Street Address

City

Suite or Apt

State

Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

☒ Yes ☐ No

No

Are you currently serving on a Board or Commission? If so, please list:

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted

Planning Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☒ Professional Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I have been a Merced resident for four years. I attended UCLA and earned my law degree from Georgetown. I work as a prosecutor for Merced County in both criminal and civil enforcement. I am interested in doing my part to improve Merced.

Please list your current employer and relevant volunteer experience.

Merced County office of the District Attorney.

What is your understanding of the roles and responsibilities of this Board or Commission?

The Planning Commission is responsible for shaping the character and economic growth of our city by carefully weighing the interests of various stakeholders in each application for development. Parks and Rec's mission is to advise the city council on how best to maximize the utility of our parks for public enjoyment and to engage Merced's youth in constructive activities.

Do you have experience or special knowledge pertaining to this Board or Commission?

My legal training and experience should be useful to both commissions. In addition, I was an attorney at a major bank for four years, so I have some familiarity with finance.

Any other comments you would like to add that may assist the City Council in their decision?

I would be a competent public servant.

[Upload a Resume](#)

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☒ I Agree *

Question applies to multiple boards

Attendance Policy

☒ I Agree *

Statement of Economic Interests - FPPC Form 700

☒ I Agree *

Question applies to multiple boards

Oath of Office

☒ I Agree *

Question applies to multiple boards

Public Scrutiny

☒ I Agree *

How did you hear about this vacancy? *

☒ A Friend

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

None Selected

Gender

None Selected

Date of Birth

Submission

sgd

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

Profile

Justin

First Name

J

Middle Initial

Anderson

Last Name

Friends of Sober Grad Board

Employer

Board Operations Director

Job Title

Email Address

Primary Phone

Alternate Phone

Are you 18 years of age or older? (Required)

☒ Yes ☐ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

☒ Yes ☐ No

Street Address

City

Suite or Apt

State

Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

☒ Yes ☐ No

Friends of Sober Grad Board

Are you currently serving on a Board or Commission? If so, please list:

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☒ Some College, No Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I have a huge interest with our parks and recreation for children and adults and I would love to represent our community by sitting on the commission along with other interested individuals and see how we can work together to make Merced a better place to live.

Please list your current employer and relevant volunteer experience.

I am currently sitting on the Friends of Sober Grad Board as their Board Operations Director Friends of sober Grad works real close with the High Schools in Merced County to bring a safe and fun atmosphere for the celebration for the Graduating seniors.

What is your understanding of the roles and responsibilities of this Board or Commission?

To attend every monthly meeting And to give input when needed and be the voice of the community

Do you have experience or special knowledge pertaining to this Board or Commission?

I do not have experience or special knowledge but we all got to start somewhere and I believe I would make a great candidate for the Recreation and Parks Commission as a commissioner.

Any other comments you would like to add that may assist the City Council in their decision?

I have been working along with Jeremy Jenkins and giving back to my no OUR community of Merced to put smiles on the less fortunate and to bring positivity to some of the negative happening around here I have done a lot and would like to continue you give me this awesome opportunity to give back to the community in a different but meaningful way.

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☒ I Agree *

Question applies to multiple boards

Attendance Policy

☒ I Agree *

Statement of Economic Interests - FPPC Form 700

☒ I Agree *

Question applies to multiple boards

Oath of Office

☒ I Agree *

Question applies to multiple boards

Public Scrutiny

☒ I Agree *

How did you hear about this vacancy? *

☒ A Friend

If you selected other, please indicate how you learned about the vacancy:


Demographics

Ethnicity

☒ African American

Gender

☒ Male


Date of Birth

Submission

JJA

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

Profile

Francisco

First Name

Varela

Last Name

Middle Initial

Employer

Job Title

Email Address

Primary Phone

Alternate Phone

Are you 18 years of age or older? (Required)

☒ Yes ☐ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

☒ Yes ☐ No

Street Address

Suite or Apt

State

City

Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

☒ Yes ☐ No

Are you currently serving on a Board or Commission? If so, please list:

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☒ Associate's Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I am very active in my community. I have served on the Measure C board for the city of Merced. I have been a part of Merced's Got Talent for 3 years.

Please list your current employer and relevant volunteer experience.

Volunteer with Merced's Got Talent for 4years, Sober Grad volunteer for 3 years

What is your understanding of the roles and responsibilities of this Board or Commission?

This board gives advise to City Council about all things pertaining to Parks, and Recreation Services as well as budget suggestions on the same topic.

Do you have experience or special knowledge pertaining to this Board or Commission?

Any other comments you would like to add that may assist the City Council in their decision?


Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☒ I Agree *

Question applies to multiple boards

Attendance Policy

☒ I Agree *

Statement of Economic Interests - FPPC Form 700

☒ I Agree *

Question applies to multiple boards

Oath of Office

☒ I Agree *

Question applies to multiple boards

Public Scrutiny

☒ I Agree *

How did you hear about this vacancy? *

☒ City Website

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☒ Hispanic

Gender

☒ Male


Date of Birth

Submission

FRV

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

Profile

Valente

First Name

Huitron

Last Name

Middle Initial

County of Merced

Employer

Employment & Training
Specialist

Job Title

Email Address

Primary Phone

Alternate Phone

Are you 18 years of age or older? (Required)

☒ Yes ☐ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

☒ Yes ☐ No

Street Address

City

Suite or Apt

State

Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

☒ Yes ☐ No

Are you currently serving on a Board or Commission? If so, please list:

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☒ Bachelor's Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

A twenty year resident of Merced and high user of Merced recreational facilities. Would like to give back so that others benefit from what I and my kids have benefited from.

Please list your current employer and relevant volunteer experience.

I work as an Employment & Training Specialist for the County of Merced, Department of Workforce Investment. Commonly known as Worknet. I have served in all capacities for the Merced Youth Soccer Association for almost twenty years. From coaching and being a Board member. All my organizational and analytical skills have been put to good use.

What is your understanding of the roles and responsibilities of this Board or Commission?

Besides the role of an advisory to the city council on recreation and parks and the budget recommending aspect, I am specially interested in the assisting in planning of recreation programs for the citizens of Merced. All roles I'm willing to assist in.

Do you have experience or special knowledge pertaining to this Board or Commission?

Planning recreation youth programs and budgeting for them has been my strength during my volunteering with youth sports.

Any other comments you would like to add that may assist the City Council in their decision?

I understand that there are monthly meetings and am able to attend them all. With the exception of extreme illness and sporadic family vacations, which I can do my best to not be during the fourth Monday of each month. I speak Spanish and will gladly assist any Spanish speaking Mercedian with any Recreation and Park question. Thank you for your consideration.


Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☒ I Agree *

Question applies to multiple boards

Attendance Policy

☒ I Agree *

Statement of Economic Interests - FPPC Form 700

☒ I Agree *

Question applies to multiple boards

Oath of Office

☒ I Agree *

Question applies to multiple boards

Public Scrutiny

☒ I Agree *

How did you hear about this vacancy? *

☒ City Website

If you selected other, please indicate how you learned about the vacancy:


Demographics

Ethnicity

☒ Hispanic

Gender

☒ Male


Date of Birth

Submission

vh

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

Profile

Javier

First Name

Sanchez

Last Name

Middle Initial

Merced Union High School
District

Employer

AVID Tutor

Job Title

Email Address

Primary Phone

Alternate Phone

Are you 18 years of age or older? (Required)

☒ Yes ☐ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

☒ Yes ☐ No

Street Address

Suite or Apt

State

City

Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

☒ Yes ☐ No

Are you currently serving on a Board or Commission? If so, please list:

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☒ Some College, No Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

Currently a Merced College student with intention of going to business post-graduate school after obtaining a bachelor's degree in psychology. I grew up in South Merced where my childhood was spent going to parks and recreational events where my parents provided transportation and insight about the events and parks. Essentially parks have been part of the process of keeping me and my brothers out of trouble by participating in recreational sports and maintaining a healthy lifestyle. I am applying for a spot in the Parks and Recreation Commission to bridge the gap between South Merced and the Parks and Rec commission. Ultimately there is a desire to pursue grants to allocate evenly for all the people in Merced.

Please list your current employer and relevant volunteer experience.

MUHSD - AVID Tutor @El Capitan High School Destino's Restaurant -Waiter/Busser Levi's Stadium - Stadium Operations & Code of Conduct

What is your understanding of the roles and responsibilities of this Board or Commission?

I am aware that the Parks and Recreation Commission helps with planning recreational programs for the people of Merced, analyze budgets regarding parks and make suggestions to the city council, particularly the city manager.

Do you have experience or special knowledge pertaining to this Board or Commission?

My special knowledge is being a life-long resident of Merced. My mission is to contribute by echoing the voices of the non-English speaking residents and those from South Merced, and to advise those on the board who may not be familiar with particular parts of town and parks. I played travel soccer and ran for Track and Field clubs, so parks has been included in my youth growing up.

Any other comments you would like to add that may assist the City Council in their decision?

As a proud resident in the city of Merced and being born and raised here, I feel like it is a duty of mine to partake and speak for those who are not vocal for their needs. To some, the growth of this city for the past decade or two may seem minuscule, however the growth that I have lived through is more than enough to inspire me for a postion like this.


[Upload a Resume](#)

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☒ I Agree *

Question applies to multiple boards

Attendance Policy

☒ I Agree *

Statement of Economic Interests - FPPC Form 700

☒ I Agree *

Question applies to multiple boards

Oath of Office

☒ I Agree *

Question applies to multiple boards

Public Scrutiny

☒ I Agree *

How did you hear about this vacancy? *

☒ A Friend

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☒ Hispanic

Gender

☒ Male


Date of Birth

Submission

JS

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

Profile

Norma

First Name

C

Middle Initial

Cardona

Last Name

Merced Union High School
District

Employer

Program Manager (Homeless &
Foster Youth)

Job Title

Email Address

Primary Phone

Alternate Phone

Are you 18 years of age or older? (Required)

☒ Yes ☐ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

☒ Yes ☐ No

Street Address

City

Suite or Apt

State

Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

☒ Yes ☐ No

Continuum of Care Board

Are you currently serving on a Board or Commission? If
so, please list:

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☒ Master's Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I'm the Homeless & Foster Youth Program Manager for Merced Union High School District. I'm originally from Santa Maria, CA and I moved to Merced to attend UC Merced. I graduated with a bachelor in arts degree in Psychology and another bachelor's in science in Cognitive Science from UC Merced. I later graduated from CSU Stanislaus in 2015 with a Master's in Public Administration. My personal mission statement is to live a happy life while helping others. I do this through my career and I'd like to continue this mission by serving on the Recreation and Parks Commission of the City of Merced. Serving on the Recreation and Parks Commission gives us an opportunity to promote health citywide through recreation, activities, and public spaces, and I'd like to be a part of a committee that takes part in the overall health of the community.

Please list your current employer and relevant volunteer experience.

My current employer is the Merced Union High School District and I work as a Program Manager overseeing programs for homeless and foster youth. I have conducted three Stuff the Bus events for the district to garner donated school supplies and I've partnered with MOJO (Mentoring Odd Jobs Organization) and with United Way. I have volunteered for one-day health clinics and community cleanups.

What is your understanding of the roles and responsibilities of this Board or Commission?

The City Council receives guidance from the Parks and Recreation Commission regarding public parks, public spaces, offerings of programs and activities, and provides input on the budget for this department, etc. making it an important aspect of the city.

Do you have experience or special knowledge pertaining to this Board or Commission?

No, I do not have any experience or special knowledge pertaining to this Commission other than visiting public parks and public spaces whenever possible.

Any other comments you would like to add that may assist the City Council in their decision?



Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☒ I Agree *

Question applies to multiple boards

Attendance Policy

☒ I Agree *

Statement of Economic Interests - FPPC Form 700

☒ I Agree *

Question applies to multiple boards

Oath of Office

☒ I Agree *

Question applies to multiple boards

Public Scrutiny

☒ I Agree *

How did you hear about this vacancy? *

☒ City Website

☒ A Friend

If you selected other, please indicate how you learned about the vacancy:


Demographics

Ethnicity

☒ Hispanic

Gender

☒ Female


Date of Birth

Submission

Norma C. Cardona

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item L.2.

Meeting Date: 2/20/2018

SUBJECT: Selection of Council Members to Attend the One Voice Trip

REPORT IN BRIEF

Council to decide who will attend the One Voice trip.