



# CITY OF MERCED

## Meeting Agenda

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

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

Monday, April 16, 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](http://www.cityofmerced.org) or at the City Clerk's Office, 678 W. 18th Street, Merced, CA 95340. All public records relating to an open session item that are distributed to a majority of the Council will be available for public inspection at the City Clerk's Office during regular business hours.

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

Members of the audience who wish to address the City Council are requested to complete a speaker card available at the podium against the right-hand side of the Council 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.** [18-163](#) **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Unrepresented Management AUTHORITY: Government Code Section 54957.6
- B.2.** [18-162](#) **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

## **C. CALL TO ORDER**

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

C.2. Pledge 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. [18-171](#)      **SUBJECT:** Proclamation - Arbor Day

### **REPORT IN BRIEF**

Received by Ken Elwin

## **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. [18-031](#)      **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. [18-168](#)      **SUBJECT:** Information Only-Planning Commission Minutes of March 7, 2018

**RECOMMENDATION**

For information only.

- I.3. [18-210](#)      **SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of March 19, 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 March 19, 2018.

- I.4. [18-187](#)      **SUBJECT:** Notice of Vacancies (2) - Planning Commission

**REPORT IN BRIEF**

Requests direction for filling two vacancies on the Planning Commission.

**RECOMMENDATION**

**City Council** - Adopt a motion directing staff to notice vacancies (2) on the Planning Commission, one due to the resignation of Kevin Smith and one due to the upcoming term completion of Travis Colby (July 1, 2018), and to seek applicants for the positions, with an application deadline of May 15, 2018.

- I.5. [18-170](#)      **SUBJECT:** Lease Renewal, Second Amendment, Between the City of Merced and Kaljian Family Revocable Trust for the Evidence Storage

Facility at 450/460 Grogan Avenue

**REPORT IN BRIEF**

Second amendment to the lease agreement exercising an option to extend the lease 5-years with a new lease rate for a ±10,410 square foot warehouse and ±1.12-acre yard for use by the Merced Police Department with the Kaljian Family Revocable Trust.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the second amendment to the lease agreement with the Kaljian Family Revocable Trust for the facility and yard at 460 Grogan Avenue extending the lease for five years and lease rates; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

**I.6.**     [18-214](#)

**SUBJECT:** Approval of Legal Service Agreement with the Law Firm Silver & Wright, LLP, for \$75,000 for Special Legal Services Related to Receivership Actions; Waiver of the Competitive Bidding Requirement (Professional Services)

**REPORT IN BRIEF**

Considers approving a legal services agreement with the law firm Silver and Wright in the not to exceed amount of \$75,000 annually for receivership actions filed under the Health and Safety Code on substandard properties within the City; waives the competitive bidding requirement (Professional Services).

**RECOMMENDATION**

**City Council** - Adopt a motion approving a legal service agreement with the law firm Silver & Wright, LLP, for \$75,000 annually for code enforcement receivership actions and waive the competitive bidding requirement (Professional Services); and, authorizing the City Manager or Assistant City Manager to execute the legal services agreement.

**I.7.**     [18-113](#)

**SUBJECT:** Approval of Agreement with Merced Area Sports Officials

**REPORT IN BRIEF**

Annual agreement with Merced Area Sports Officials for officiating and score keepers.

**RECOMMENDATION**

**City Council** - Adopt a motion approving an agreement with Merced

Area Sports Officials (MASO) in the amount of \$31,342 and authorizing the City Manager or Assistant City Manager to execute the necessary documents.

I.8. [18-122](#)

**SUBJECT:** Annexation into Community Facilities District (CFD) No. 2003-2 (Services) for Merced Station (Formerly University Village Merced - Lake) and Setting a Public Hearing for May 21, 2018, to Hold the Election for Annexation into the CFD

**REPORT IN BRIEF**

This report requests the City Council to accept the petition to annex into CFD No. 2003-2 (Services) from Merced Station, LLC; approve a deposit and reimbursement agreement with Merced Station, LLC; adopt a Resolution of Intent to annex the Merced Station Apartment Project into Community Facilities District (CFD) No. 2003-2; and set a Public Hearing for May 21, 2018, to hold the election for annexation into the CFD.

**RECOMMENDATION**

**City Council** - Adopt a motion:

A. Accepting the petition for the initiation of proceedings for establishment of a Community Facilities District from Merced Station LLC; and,

B. Adopting **Resolution 2018-25**, A Resolution of Intention of the City Council of the City of Merced, acting as the Legislative Body of the City of Merced Community Facilities District No. 2003-2 (Services), declaring its intention to annex area to said district and authorize the levy of a special tax within said annexation, and approving a certain agreement related thereto; and,

C. Authorizing the appropriation of funds from the deposit to Fund 150 to reimburse the City for Community Facilities District formation related expenditures; and,

D. Setting the Public Hearing for May 21, 2018.

I.9. [18-143](#)

**SUBJECT:** Street Closure Request #18-07 (Tsunami Collaboration, with Merced Main Street Association, for Use of City Streets for the Lao New Year Celebration event)

**REPORT IN BRIEF**

The Tsunami Collaboration, with co-sponsor Merced Main Street Association, request the use of City streets for a celebration of the Lao culture, to include a parade, on Saturday, April 28, 2018, from 9:00 a.m. to

6:00 p.m.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the street closures of W. Main Street between H and M Streets and Canal Street between W. Main and W. 18th Street, and the use of a portion of City Parking Lot #6 on Saturday, April 28, 2018, from 9:00 a.m. to 6:00 p.m., subject to the details and conditions outlined in the administrative staff report.

**I.10. [18-124](#)**

**SUBJECT:** Award Bid to Tim Paxin's Pacific Excavation for the Traffic Signal Loop Detection Installation, Project 113005

**REPORT IN BRIEF**

Consider awarding a construction contract to Tim Paxin's Pacific Excavation in the amount of \$206,247.00 for the Traffic Signal Loop Detection Installation at four locations within the city limits of Merced.

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Awarding the Traffic Signal Loop Detection Installation, Project 113005 to Tim Paxin's Pacific Excavation of Elk Grove, California, in the amount of \$206,247.00; and,
- B. Authorizing the City Manager or Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract; and,
- C. Authorizing the Finance Officer to make necessary budget adjustments.

**I.11. [18-160](#)**

**SUBJECT:** Award Bid to Avison Construction, Inc. for the ATP045 Multi-Use Pathway Crossing Hwy 59 and BNSF RR Project No. 115047

**REPORT IN BRIEF**

Consider awarding a construction contract in the amount of \$346,548.00 for the multi-use pathway crossing along Hwy 59 at BNSF RR.

**RECOMMENDATION**

**City Council** - Adopt a motion awarding the ATP045 Multi-Use Pathway Crossing Hwy 59 and BNSF RR Project No. 115047 to Avison Construction, Inc., in the amount of \$346,548.00; and authorizing the City Manager, or Assistant City Manager, to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

I.12. [18-112](#)

**SUBJECT:** Agreement for Landscape Vegetation Replacement and Irrigation Repair with Yard Masters, Inc., for the Las Brisas, Fahrens Park II, Tuscany, University Park, University Park II, and Mercy Hospital Special Districts and Supplemental Budget Appropriations

**REPORT IN BRIEF**

Consider awarding an agreement to Yard Masters, Inc., for Phase 2 of the landscape vegetation replacement and irrigation repair project in drought-impacted Special Assessment Districts; and approving supplemental budget appropriations to cover the work.

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Approving an agreement for professional services with Yard Masters, Inc., in the amount of \$39,664, for landscape vegetation replacement and irrigation repair at identified Special Districts; and,
- B. Authorizing the City Manager or Assistant City Manager to approve future contract amendments not to exceed 10% of the contract value; and,
- C. Approving a supplemental appropriation of funds from the unappropriated reserves in the amount of \$39,664, in the following Special Assessment Districts: Las Brisas, (\$5,385), Fahrens Park II (\$12,390), Tuscany (\$3,135), University Park (\$10,530), University Park II (\$3,024), and Mercy Hospital (\$5,200); and approving future supplemental budget appropriations to cover the cost of the amendments; and,
- D. Authorizing the City Manager or Assistant City Manager to execute the necessary documents.

I.13. [18-129](#)

**SUBJECT:** Maintenance Districts Engineer's Reports and Budgets - Fiscal Year 2018/2019 and Setting a Public Hearing

**REPORT IN BRIEF**

Consider setting a public meeting for Monday, June 4, 2018, to address the proposed Engineer's Reports and Budgets. The Council must then conduct a formal public hearing set for Monday, June 18, 2018, before a determination is made on the level of assessment to approve.

**RECOMMENDATION**

**City Council** - Adopt a motion adopting **Resolution 2018-23**, a Resolution of the City Council of the City of Merced, California, approving the Engineer's Reports on Maintenance Districts and setting a public meeting and a public hearing thereon.

**I.14.**     [18-179](#)

**SUBJECT:** Purchase of a Replacement Police Vehicle and Requests for a Budget Appropriation for the Purchase and a Waiver of the Competitive Bidding Requirement

**REPORT IN BRIEF**

Fleet Services is requesting approval from Council to appropriate \$34,196 from the Fleet Capital Replacement fund, accept Insurance reimbursements for one wrecked police vehicle, and waiving the City's bid requirements to purchase a new 2017 Chevrolet Caprice Police Vehicle from a local dealership.

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Requesting an appropriation of \$34,196 from the Fleet Capital Replacement Fund to replace one wrecked Police Patrol Vehicle;
- B. Accepting insurance reimbursement revenue from McLaren's Insurance, crediting those funds back to the Fleet Capital Replacement Fund;
- C. Waiving the City's bid requirement, allowing a direct purchase from a local dealership for the purchase of one new 2017 Chevrolet Caprice Police Vehicle; and
- D. Authorizing the Finance Officer to make the appropriate budget adjustments and City Buyer to issue the Purchase Orders.

**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.**     [18-177](#)

**SUBJECT:** Applications for the Department of Housing and Urban Development (HUD) 2018 Annual Action Plan

**REPORT IN BRIEF**

Public hearing to review applications received for inclusion into the Department of Housing and Urban Development (HUD) 2018 Annual Action Plan.

**RECOMMENDATION**

**City Council** - Adopt a motion accepting the prioritized applications and directing staff to fund them in order as funding becomes available from the U.S. Department of Housing and Urban Development.

**K. REPORTS**

**K.1.**     [18-199](#)

**SUBJECT:** Report - 2017 Crime Statistics

**REPORT IN BRIEF**

Provides an update to Council on certain crime statistics for the 2017 calendar year.

**RECOMMENDATION**

For information only.

**K.2.**     [18-195](#)

**SUBJECT:** Selection of Projects for the Road Repair and Accountability Act (SB1) FY18/19 Apportionment and Prioritization of Regional Measure V Projects

**REPORT IN BRIEF**

Approves the list of projects proposed to be funded with Road Maintenance and Rehabilitation Account (RMRA) funds pursuant to SB1 for FY 18/19, as well as prioritizes proposed regional projects to be funded by Measure V.

**RECOMMENDATION**

**City Council** - Adopt a motion:

A. Approving **Resolution 2018-24**, A Resolution of the City Council of the City of Merced, California, Approving the "FY 2018-2019 Project List" for the Road Repair and Accountability Act (SB1), Local Streets and Roads Funding for Fiscal Year 2018-2019"; and,

B. Prioritizing the list of proposed Regional Projects to be submitted to the Merced County Association of Governments (MCAG).

- K.3.**     [18-169](#)     **SUBJECT:** Accept the Standards of Coverage Assessment Report, Volumes 1 (Technical Report) and 2 (Map Atlas) for the Fire Department

**REPORT IN BRIEF**

On April 17, 2017 the City Council approved the funding and contract with CityGate Associates, LLC to complete a Fire Department Standards of Coverage Assessment. The Standards of Coverage Assessment has been completed and is presented in two volumes.

**RECOMMENDATION**

**City Council** - Adopt a motion accepting the comprehensive Standards of Cover (SOC) report, Volumes 1 (Technical Report) and 2 (Map Atlas) pending future policy direction.

**L. BUSINESS**

- L.1.**     [18-198](#)     **SUBJECT:** City Council Downtown Subcommittee

**REPORT IN BRIEF**

This item is in response to Mayor Pro-Tempore McLeod's request to discuss the formation of a Council subcommittee to meet with other local municipalities with successful downtown areas.

**RECOMMENDATION**

Select Council subcommittee and direct staff as needed.

L.2. Request to Add Item to Future Agenda

L.3. City Council Comments

**M. ADJOURNMENT**



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item B.1.**

Meeting Date: 4/16/2018

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**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

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**Agenda Item B.2.**

Meeting Date: 4/16/2018

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**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

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**Agenda Item F.1.**

Meeting Date: 4/16/2018

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**SUBJECT:** Proclamation - Arbor Day

### REPORT IN BRIEF

Received by Ken Elwin

### ATTACHMENTS

1. Proclamation



# Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the City of Merced has been recognized as a Tree City USA by the National Arbor Day Foundation for the 36<sup>th</sup> consecutive year and desires to continue its tree-planting practices.

NOW, THEREFORE, I, Mike Murphy, Mayor of the City of Merced, do hereby proclaim April 27, 2018, as ARBOR DAY in the City of Merced, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed this 16<sup>th</sup> day of April, 2018

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*Mike Murphy, Mayor of Merced*



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item I.1.**

Meeting Date: 4/16/2018

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**SUBJECT:** Reading by Title of All Ordinances and Resolutions

### REPORT IN BRIEF

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

### RECOMMENDATION

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



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item I.2.**

Meeting Date: 4/16/2018

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

**SUBJECT:** Information Only-Planning Commission Minutes of March 7, 2018

### RECOMMENDATION

For information only.

### ATTACHMENTS

1. PC Minutes of 03-07-2018

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

**MINUTES**

Merced City Council Chambers  
Wednesday, March 7, 2018

Chairperson Dylina called the meeting to order at 7:00 p.m., followed by a moment of silence and the Pledge of Allegiance.

**ROLL CALL**

Commissioners Present: Sonia Alshami, Travis Colby, Robert Dylina, Jeremy Martinez, and Peter Padilla

Commissioners Absent: Mary Camper (excused), (one vacancy)

Staff Present: Planning Manager Espinosa, Interim City Attorney Flores, Planner Mendoza-Gonzalez, and Recording Secretary Davis

1. **APPROVAL OF AGENDA**

M/S ALSHAMI-MARTINEZ, and carried by unanimous voice vote (one absent, one vacancy), to approve the Agenda as submitted.

2. **MINUTES**

M/S ALSHAMI-MARTINEZ, and carried by unanimous voice vote (one absent, one vacancy), to approve the Minutes of February 21, 2018, as submitted.

3. **COMMUNICATIONS**

None.

4. **ITEMS**

- 4.1 Conditional Use Permit #1224, initiated by Ramon Sandoval on behalf of Taher Murshed and Nakhlah Dabwan, property owners. This application involves a request to operate a food truck within the Best Buy Market parking lot, generally located on the southwest corner of 9<sup>th</sup> Street and S Street (1220 W. 9<sup>th</sup> Street), within Neighborhood Commercial (C-N) Zone.

Planner MENDOZA-GONZALEZ reviewed the report on this item. For further information, refer to Staff Report #18-06.

Public Testimony was opened at 7:19 p.m.

No one spoke in favor of the Project.

Speaker from the Audience (Neutral):

TAHER MURSHED, Property Owner, Merced

No one spoke in opposition to the Project.

Public Testimony was completed at 7:29 p.m.

M/S ALSHAMI-MARTINEZ, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #18-08, and approve Conditional Use Permit #1224, subject to the Findings and twenty-eight (28) Conditions set forth in Staff Report 18-06 (RESOLUTION #3091):

AYES: Commissioners Alshami, Colby, Martinez, Padilla and Chairperson Dylina

NOES: None

ABSENT: Commissioner Camper, (one vacancy)

ABSTAIN: None

March 7, 2018

5. **INFORMATION ITEMS**

5.1 Calendar of Meetings/Events

Planning Manager ESPINOSA briefed the Planning Commission on items for the next few Planning Commission meetings.

5.2 Miscellaneous

Commissioner COLBY suggested to the Commission, as a topic for the discussion at a future meeting, to review the requirements for Food Trucks in the Zoning Code.

Planning Manager ESPINOSA agreed to include the Zoning Ordinance text regarding Food Trucks in the next meeting packet for the Commission to review.

Commissioner PADILLA announced to the Commission that he will be absent for the Planning Commission meeting of April 4, 2018, due to a business conference.

There was discussion regarding the vacancy on the Planning Commission.

6. **ADJOURNMENT**

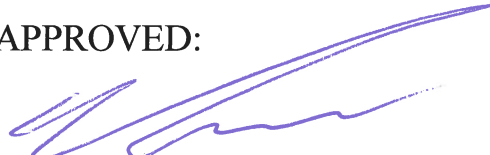
There being no further business, Chairperson DYLINEA adjourned the meeting at 7:37 p.m.

Respectfully submitted,



KIM ESPINOSA, Secretary  
Merced City Planning Commission

APPROVED:



ROBERT DYLINEA, Chairperson  
Merced City Planning Commission

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

**Resolution #3091**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of March 7, 2018, held a public hearing and considered **Conditional Use Permit #1224**, initiated by Ramon Sandoval on behalf of Taher Murshed and Nakhlah Dabwan, property owners. This application involves a request to operate a food truck within the Best Buy Market parking lot, generally located on the southwest corner of 9<sup>th</sup> Street and S Street (1220 W. 9<sup>th</sup> Street), within Neighborhood Commercial (C-N) Zone; also known as Assessor's Parcel Number 032-121-004; and,

**WHEREAS**, the Merced City Planning Commission concurs with Findings A through I of Staff Report #18-06; and,

**NOW THEREFORE**, after reviewing the City's Draft Environmental Determination, and discussing all the issues, the Merced City Planning Commission does resolve to hereby adopt a Categorical Exemption regarding Environmental Review #18-08, and approve Conditional Use Permit #1224, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner ALSHAMI, seconded by Commissioner MARTINEZ, and carried by the following vote:

AYES: Commissioners Alshami, Colby, Martinez, Padilla, and Chairperson Dylina

NOES: None

ABSENT: Commissioner Camper

ABSTAIN: None

PLANNING COMMISSION RESOLUTION #3091

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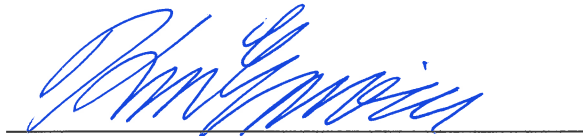
March 7, 2018

Adopted this 7<sup>th</sup> day of March 2018



Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:



Secretary

Attachment:

Exhibit A – Conditions of Approval

n:\shared\planning\PC Resolutions: CUP#1224 Food Truck (1220 W 9<sup>th</sup> Street)

**Conditions of Approval**  
**Planning Commission Resolution # 3091**  
**Conditional Use Permit #1224**

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan) and Exhibit 2 (photos) - Attachments B and C of Staff Report #18-06, except as modified by the conditions.
2. All conditions contained in Resolution #1249-Amended (“Standard Conditional Use Permit Conditions”—except for Condition #16 which has been superseded by Code) shall apply.
3. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
4. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.
5. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant’s project is subject to that other governmental entity’s approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any

agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

6. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.
7. The applicant shall comply with all City of Merced business licensing requirements and with all requirements of the Merced County Environmental Health Department.
8. No outdoor tables or chairs shall be permitted on the premises.
9. At least two trash receptacles shall be provided while food is being served. The site and the immediate surrounding area shall be maintained free of all debris and trash generated from this use.
10. All signing shall be contained on the food truck. No A-frame signs, banners, inflatable signs, feather signs, pennant signs, flags, or other moving or portable signs shall be permitted for this use anywhere on or off the site.
11. The hours of operation shall be any span of time between 7:00 a.m. and 9:00 p.m. and the business may be open 7 days a week. However, if the business is open after dark, lights shall be provided on the vehicle or on the property that are sufficient to light the vehicle and at least a 50-foot radius around the vehicle. If lights are not provided, the business shall close at sundown.
12. If the business owner wishes to extend the business hours in the future, he must obtain approval from the Development Services Director and the Police Chief, or if deemed necessary by the Development Services Director, be referred back to the Planning Commission for action.
13. Disposal of waste products shall be limited to a Merced County Environmental Health Department approved commissary or alternative approved facility.
14. The applicant shall comply with the Water Quality Control Division's (WQCD) Best Management Practices regarding the disposal of cooking grease and proper cleaning of kitchen equipment, as shown on Attachment F, or as otherwise required by the WQCD.

15. If problems arise as a result of this business that may require excessive Police Department service calls to the site or within the immediate area including, but not limited to, excessive harassment, malicious property damage, lewd and/or disorderly conduct, this approval may be subject to review and revocation by the City of Merced.
16. During hours of operation, food truck employees shall have access to a cell phone (either their own or one provided by the business owner) in case of emergencies.
17. In the future, if there are excessive calls for police assistance, the Police Chief may require the applicant to install exterior video surveillance cameras. Any video related to criminal investigations must be accessible immediately for viewing by the Merced Police Department or any other law enforcement agency. A recorded copy of surveillance video, requested in connection with a criminal investigation, must be reasonably accessible and available within 24 hours when requested by law enforcement. The business owner is responsible for maintaining the video surveillance equipment in an operable manner at all times.
18. The food truck shall be oriented perpendicular to the parking stalls to allow room for customers to gather without being in danger of collisions from vehicles entering/exiting the site. The food truck shall not block the driving aisle or access to the alley.
19. It shall be the operator's responsibility to ensure all customers park in an orderly fashion and don't block the driveway entrances or interfere with other customers visiting the site.
20. The applicant shall comply with all regulations found in Merced Municipal Code Section 20.44.020 - Food Trucks in Fixed Locations, except as modified by these conditions.
21. A minimum of 2 parking spaces on the site shall be dedicated to food truck customers. These spaces shall be located as close as possible to the food truck.
22. The parking spaces used by the food truck shall be replaced with new parking spaces on the western portion of the property. The new parking spaces shall be designed to meet Zoning requirements and the City's Engineering Standards.
23. Food truck activities shall in no way interfere with the operation of existing businesses on the lot, or nearby businesses, including noise,

litter, loitering, and traffic circulation, and public safety must be a high priority.

24. The owner shall ensure that restroom facilities are available for the employees. These restrooms shall be provided in a permanent building that meets the Health Department's requirements for distance from the business operation. Portable toilets shall not be allowed.
25. The sale of alcohol is prohibited.
26. Approval of this permit constitutes approval of interface review.
27. Illegal signs advertising alcohol on the outside of the Best Buy Market or Laundry World shall be removed before issuing a business license to the food truck.
28. "No Loitering" signs shall be posted on the food truck and grocery market at specific locations approved by the City Police Department.

n:\shared\planning\PC Resolutions: CUP #1224 Exhibit A



## ADMINISTRATIVE REPORT

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**Agenda Item I.3.**

Meeting Date: 4/16/2018

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**SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of March 19, 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 March 19, 2018.

### ALTERNATIVES

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

### ATTACHMENTS

1. Minutes of March 19, 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

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Monday, March 19, 2018

6:00 PM

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#### A. CLOSED SESSION ROLL CALL

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

**Absent:** 0

#### B. CLOSED SESSION

Mayor MURPHY called the Closed Session to order at 5:08 PM.

**B.1.** **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2): (1) case

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

**Clerk's Note:** Council adjourned from Closed Session at 5:56 PM.

#### C. CALL TO ORDER

Mayor MURPHY called the Regular Meeting to order at 6:01 PM.

C.1. Invocation - Bruce Logue, Life Spring Church

The invocation was delivered by Bruce LOGUE from Life Spring Church.

C.2. Pledge of Allegiance to the Flag

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

#### **D. ROLL CALL**

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

**Absent:** 0

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

#### **E. REPORT OUT OF CLOSED SESSION**

There was no report.

#### **F. CEREMONIAL MATTERS**

**F.1.** **SUBJECT:** Recognition of Outgoing Youth Council Member

##### **REPORT IN BRIEF**

Certificate of Recognition will be presented to Guadalupe Aleman for her time and service on the Merced Youth Council.

Mayor MURPHY presented Guadalupe ALEMAN with a Certificate of Recognition for her service on the Merced Youth Council.

#### **G. SPECIAL PRESENTATIONS**

**G.1.** **SUBJECT:** Tahitian Dance Performance

##### **REPORT IN BRIEF**

A Tahitian dance performed by the South Pacific Dance Company.

The South Pacific Dance Company performed a Tahitian dance.

#### **H. WRITTEN PETITIONS AND COMMUNICATIONS**

There were none.

#### **I. ORAL COMMUNICATIONS**

Claudia GONZALEZ, Merced - spoke on the decorum and conduct ordinance.

Alejandro CARRILLO, Merced - spoke on the decorum and conduct ordinance.

## J. CONSENT CALENDAR

Items J.3. City Council/Public Financing and Economic Development/Parking Authority Meeting minutes of February 13, 2018, February 20, 2018, February 26, 2018, and February 27, 2018, J.5. Construction Agreement with BNSF Railway Company for CMAQ Westerly Bike Path, Project 111066, and J.6. City-Owned Real Property Exclusive Use Request #18-01 (Greater Merced Chamber of Commerce, for Use of Bob Hart Square, to Include Serving of Alcohol) were pulled for separate consideration.

### Approval of the Consent Agenda

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

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

**No:** 0

**Absent:** 0

#### J.1. **SUBJECT:** Reading by Title of All Ordinances and Resolutions

##### REPORT IN BRIEF

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

##### RECOMMENDATION

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

**This Consent Item was approved.**

#### J.2. **SUBJECT:** Information Only - Planning Commission Minutes of February 7, 2018

##### RECOMMENDATION

For information only.

**This Consent Item was approved.**

- J.4.**                    **SUBJECT:** Fiscal Year 2017 California Office of Emergency Services Standard Assurances and Memorandum of Understanding with Merced County

**REPORT IN BRIEF**

Consider approving the Fiscal Year 2017 California Office of Emergency Services (Cal OES) Standard Assurances and Memorandum of Understanding with Merced County to accept any future awards of California State Homeland Security Grant Program funds being funded through the County to the City of Merced Fire Department.

**RECOMMENDATION**

**City Council** - Adopt a motion:

A. Adopting **Resolution 2018-15**, a Resolution of the City Council of the City of Merced, California, authorizing the City Manager or Assistant City Manager to execute the California Governor's Office of Emergency Services FY2017 Grant Assurances Agreement; and

B. Adopting **Resolution 2018-14**, a Resolution of the City Council of the City of Merced, California, authorizing the City Manager or Assistant City Manager to execute the Office of Emergency Services State Homeland Security Grant Programs -equipment, planning, administration, training and exercises agreement.

**This Consent Item was approved.**

- J.7.**                    **SUBJECT:** Second Reading of Ordinance Regarding Amendments to the City's Commercial Shopping Center (C-SC) Zone

**REPORT IN BRIEF**

Second reading of previously introduced ordinance.

**RECOMMENDATION**

**City Council** - Adopt a motion adopting **Ordinance No. 2486**, an Ordinance of the City Council of the City of Merced, California, amending Table 20.10-1 ("Commercial Zoning Districts") of the Merced Municipal Code.

- J.3.**                    **SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of February 13,

2018, February 20, 2018, February 26, 2018, and February 27,  
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 February 13, 2018, February 20, 2018, February 26, 2018, and February 27, 2018.

Council Member BELLUOMINI pulled this item to suggest an amendment to the February 20th minutes.

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

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

**No:** 0

**Absent:** 0

**J.5.**

**SUBJECT:** Construction Agreement with BNSF Railway Company for CMAQ Westerly Bike Path, Project 111066

**REPORT IN BRIEF**

Consider approving a construction agreement with BNSF Railway Company to allow the City of Merced to construct a bike path in BNSF Railway Company's right-of-way.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the Construction Agreement with BNSF Railway Company; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

Council Member BELLUOMINI pulled this item to ask about the amount of funds the City received to perform the work.

Deputy Director of Public Works Steven SON stated that he did not know the actual number, but could provide that information at a later time.

Isai PALMA, Merced - spoke on the need for this project and also spoke

about the other bike paths that need attention.

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

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

**No:** 0

**Absent:** 0

**J.6.**

**SUBJECT: City-Owned Real Property Exclusive Use Request #18-01 (Greater Merced Chamber of Commerce, for Use of Bob Hart Square, to include the serving of alcohol)**

**REPORT IN BRIEF**

The Greater Merced Chamber of Commerce requests the use of Bob Hart Square for their "Burgers and Brews" fundraiser event, to include the serving of alcohol, on Saturday, May 19, 2018, from 3:00 p.m. to 10:00 p.m.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the exclusive use of Bob Hart Square Park on Saturday, May 19, 2018, from 3:00 p.m. to 10:00 p.m. for a "Burgers and Brews" gourmet burger and local microbrewery beer sampling event (serving of alcohol); subject to the conditions outlined in the administrative report.

Council Member MARTINEZ pulled this item to request information on the event.

President of the Chamber of Commerce Manuel ALVARADO, Merced - discussed the Burgers and Brew Event.

Victoria CASTILLO, Merced - asked about vegan options.

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

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

**No:** 0

**Absent:** 0

## K. PUBLIC HEARINGS

K.1. **SUBJECT:** Public Hearing Assessment Ballot Proceeding - Northwood Village, East College Homes, Moss Landing, and Ridgeview Meadows Maintenance Districts

### REPORT IN BRIEF

Conducts a public hearing to allow public testimony regarding proposed assessment increases, and continues the item to allow staff sufficient time to tally returned ballots and report the results at the April 2, 2018 City Council meeting.

### RECOMMENDATION

#### City Council -

A. Conduct a Public Hearing for the Northwood Village, East College Homes, Moss Landing, and Ridgeview Meadows Maintenance Districts to allow for public testimony on proposed assessment increases; and,

B. Adopt a motion continuing the item to allow staff sufficient time to tally the ballots and report the results at the April 2, 2018, City Council Meeting.

Director of Public Works Ken ELWIN spoke briefly on the assessment ballot proceeding for Northwood Village, East College Homes, Moss Landing, and Ridgeview Meadows Maintenance Districts.

Mayor MURPHY opened the Public Hearing at 6:35 PM.

Joel KNOX, Merced - spoke on his concerns with the assessment ballot proceeding for the Ridgeview Meadows Maintenance District.

Melody AVERY, Merced - spoke on her concerns with the assessment ballot proceeding for the Ridgeview Meadows Maintenance District.

Donna WINCHESTER, Merced - spoke on her concerns with the assessment ballot proceeding for the maintenance district she lives in.

Mr. ELWIN addressed the concerns from the public.

Mayor MURPHY closed the Public Hearing at 6:54 PM.

Assistant City Clerk John TRESIDDER discussed the process for the assessment ballot proceedings and stated that the ballots will be counted

on Thursday, March 22nd at 1:30 PM at City Hall in the Sam Pipes Room.

Council and Staff discussed recusing themselves if they live in one of the districts, the cost difference for maintaining the East College Homes Maintenance District, and one-time cost maintenance.

**A motion was made by Council Member Blake, seconded by Mayor Pro Tempore McLeod, that this agenda item be continued to the April 2nd Council meeting. The motion carried by the following vote:**

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

**No:** 0

**Absent:** 0

## L. REPORTS

### L.1.

**SUBJECT:** Report on City of Merced Recycling Program

#### REPORT IN BRIEF

At the request of Council Member Serratto, Recycling Coordinator Monique Gama will update City Council on Merced's recycling program.

#### RECOMMENDATION

For information only.

Recycling Coordinator Monique GAMA gave a slide show presentation on the City's Recycling Program.

Council Member SERRATTO and Ms. GAMA discussed multi-family recycling, commercial recycling, and if the City requires apartment complexes and businesses to participate in recycling.

Rick MCMILLION, Merced - asked if the recycling is moved to the Bay Area and the cost of the program.

Ms. GAMA discussed transporting the recycling to the Bay Area and the cost of the program.

### L.2.

**SUBJECT:** Assembly Bill 1600 (AB1600) Follow-Up Information From December 18, 2017 Council Meeting

#### REPORT IN BRIEF

Council requested additional information regarding the AB1600 projects

and the available funding amount.

**RECOMMENDATION**

For information only.

Council and Staff discussed funds collected, Water Facilities/Wells funds, water meter installation, water well projects, and improvements to use less ground water.

**L.3.**

**SUBJECT:** Applegate Park Play Equipment and Rose Garden Update

**REPORT IN BRIEF**

Provides Council with an update on the replacement of the play structure at Applegate Park and requests Council direction on the proposed replacement option(s) of the structure and additionally provides Council with an update on the status of the Rose Garden project to receive direction as needed.

**RECOMMENDATION**

Provide direction to staff on how to proceed with replacement option(s) of play equipment at Applegate Park and provide direction to staff on the Rose Garden project as needed.

Director of Public Works Ken ELWIN gave a slide show presentation on the Applegate Park playground equipment.

Assistant City Manager Stephanie DIETZ gave an updated slide show presentation on the Rose Garden.

Council and Staff discussed dedicating a portion of the play equipment specifically for children with disabilities, combination of wood and rubber flooring on the playground, handicap accessibility, price difference between rubber tiles and pouring rubber, and maintenance costs.

Ron COOK, Merced - spoke on his concerns of graffiti on the rubber tiles. He discussed the positive communication from the City with the progress of the Rose Garden. He also spoke about the type of roses to be planted at the Rose Garden.

Rick MCMILLION, Merced - asked about the cleanliness of the wood fiber.

Council Member PEDROZO, BLAKE, and BELLUOMINI stated their support for the Option 3 playground equipment and the rubber tile.

Council Member BLAKE requested additional options that are

ADA-specific.

Council Member BELLUOMINI stated his support for rubber tile, unless pouring rubber is cheaper.

Mayor Pro Tempore MCLEOD discussed inclusivity.

Council Member SERRATTO and Finance Officer Venus RODRIGUEZ discussed the funding source for the park equipment.

Council and Staff discussed the cost of carpet roses, variations of roses, and roses by the Steiner Statue.

**Clerk's Note:** Council directed Staff to use carpet roses for portions of the Rose Garden.

**L.4.**

**SUBJECT:** Update and Discussion on Park Benches and Trash Receptacles in the Downtown Area

**REPORT IN BRIEF**

Staff will provide a brief history on the removal of downtown benches and seek direction on next steps for the benches and trash receptacles.

**RECOMMENDATION**

Provide staff with direction regarding the next steps to take in regards to downtown park benches and trash receptacles.

Assistant City Manager Stephanie DIETZ gave a slide show presentation updating Council on park benches and trash receptacles in the downtown area.

Council discussed the possibility of putting benches back in the downtown area.

Rick MCMILLION, Merced - spoke on bringing back the benches in the downtown area.

E.J. LORENZI, Merced - spoke on the history of Bob Hart Square and the issue of vandalism and misuse of Bob Hart Square. He stated his opposition to replacing the benches in Bob Hart Square.

Wayne EISENHART, Merced - spoke on the atmosphere of downtown and bringing back the benches. He also spoke on the homeless issue in the downtown area.

Council discussed the history of the removal of the benches, the current number of benches downtown, possibly adding more armrests to prevent people from lying down, limiting the number of benches in Bob Hart Square, and the homeless in the downtown area.

Council Member SERRATTO and Mr. LORENZI discussed the issue with the homeless in the downtown area.

Council Member BELLUOMINI made a motion to install six benches with an additional armrest and location to be determined by Staff after consulting with the Bob Hart Square businesses.

**Clerk's Note:** Council Member BELLUOMINI's motion failed for a lack of a second.

**Clerk's Note:** After the motion and the second was made, Council continued discussion on the number of benches to add, adding an additional armrest to the benches, and where to place them.

**A motion was made by Council Member Blake, seconded by Mayor Pro Tempore McLeod, to place up to eleven benches in Bob Hart Square, giving staff discretion on the layout of the benches. The motion carried by the following vote:**

**Aye:** 5 - Council Member Belluomini, Council Member Martinez, Mayor Pro Tempore McLeod, Mayor Murphy, and Council Member Blake

**No:** 2 - Council Member Pedrozo, and Council Member Serratto

**Absent:** 0

**Clerk's Note:** Council recessed at 8:59 PM and returned at 9:06 PM.

**L.5.**

**SUBJECT:** Direction on Establishing an Arts Commission within the City of Merced

**REPORT IN BRIEF**

Provides the City Council with an update on the progress that has been made to establish a Public Arts Commission in the City of Merced.

**RECOMMENDATION**

Provide staff with further direction as necessary on the creation and implementation of a City Arts Commission.

Assistant City Manager Stephanie DIETZ gave an updated slide show presentation on establishing an Arts Commission within the City of Merced.

Council discussed the need for public art, what department would oversee the Commission, the number of members, and the role of the commission.

**Clerk's Note:** Council directed staff to continue working on the development of the Arts Commission.

**L.6.**

**SUBJECT:** Priority Setting Session

**REPORT IN BRIEF**

On March 5, 2017, Staff presented a summary of items that were discussed at the recent Town Hall meetings. The summary was based on comments made by residents for the City Council to consider. Following of the presentation of the summary, Council members provided a list of priorities. Staff have summarized the comments from Council members and are presenting this list for consideration to assist with the development of the 2018-19 budget.

**RECOMMENDATION**

Provide staff direction on City Council priorities after taking public comment.

City Manager Steve CARRIGAN gave a slide show presentation on Council goals and priorities, explaining the nine categories to which staff placed them.

Council and Staff discussed ranking the Council's goals and priorities within the categories. There was a consensus that the list was well-organized, with the exception of some minor modifications to assist staff in preparing the budget.

Mayor MURPHY stated that he would like to no longer pursue the Decorum and Council Conduct Policy ordinance.

Interim City Attorney Jolie HOUSTON suggested bringing the decorum ordinance back to the next meeting for a second vote.

**M. BUSINESS**

**M.1.**

**SUBJECT:** Citizens' Oversight Committee - Measure C Appointments

**REPORT IN BRIEF**

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

#### **RECOMMENDATION**

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

Council discussed the applicants for the Citizens' Oversight Committee - Measure C.

**A motion was made by Council Member Martinez, seconded by Council Member Pedrozo, to appoint Greg Wright and Robert Matsuo to the Citizens' Oversight Committee - Measure C. The motion carried by the following vote:**

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

**No:** 0

**Absent:** 0

#### **M.2. Request to Add Item to Future Agenda**

Council Member BELLUOMINI requested to add an item on the April 16th meeting to allow a representative from the Recreation and Parks Commission to present their discussion on budget priorities.

Mayor Pro Tempore MCLEOD requested to add an item for the April 2nd meeting to discuss a downtown subcommittee.

#### **M.3. City Council Comments**

Council Member PEDROZO reported on attending the Golden Valley Neighborhood Association meeting and the Citizens for the Betterment of South Merced meeting.

Mayor MURPHY reported on attending the Merced College Registered Dietician Lunch, a recognition dinner for the Hmong New Year, updated Merced College's management team, the California Partnership for the San Joaquin Valley meeting, the Rotary Shrimp Feed, and meeting with the High Speed Rail CEO Brian Kelly in Sacramento. He also discussed his upcoming trip to Merced's Sister City, Somoto, Nicaragua.

#### **N. ADJOURNMENT**

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**Clerk's Note:** The Regular Meeting was adjourned at 10:25 PM.

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

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

**No:** 0

**Absent:** 0



## ADMINISTRATIVE REPORT

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**Agenda Item I.4.**

Meeting Date: 4/16/2018

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

**SUBJECT:** Notice of Vacancies (2) - Planning Commission

### REPORT IN BRIEF

Requests direction for filling two vacancies on the Planning Commission.

### RECOMMENDATION

**City Council** - Adopt a motion directing staff to notice vacancies (2) on the Planning Commission, one due to the resignation of Kevin Smith and one due to the upcoming term completion of Travis Colby (July 1, 2018), and to seek applicants for the positions, with an application deadline of May 15, 2018.

### ALTERNATIVES

1. Direct staff to notice the vacancies and seek applicants for the position; or,
2. Give staff specific instructions regarding how to advertise for the vacancy.

### AUTHORITY

Article VII, Sections 700, 702, 702.1, 705, 707, and 708 of the Merced City Charter.

### CITY COUNCIL PRIORITIES

Not applicable.

### DISCUSSION

#### Background

The Planning Commission, created by City Charter, studies land subdivision, planning, and zoning matters. The Commission recommends to the City Council the adoption, amendment, or repeal of provisions of the City's General Plan and Zoning Code for the physical development of the City. The Commission consists of seven members who are qualified electors of the City of Merced. Meetings are held on the first and third Wednesdays of each month at 7:00 p.m.

#### Current Vacancies

With the second term of Travis Colby expiring on July 1, 2018, he will be ineligible to serve again; and with the resignation of Kevin Smith, there is one current vacancy and one upcoming on July 1, 2018. The term dates of the seats are July 1, 2022 and July 1, 2021. The Commission's roster is attached for your reference.

**Posting of Notice**

Unless other direction is necessary, the vacancies will be posted in accordance with Government Code Section 54970, et seq., and the matter of appointment placed on a future City Council agenda. If Council Members have any direction regarding how to advertise for the vacancies other than the normal notice to the newspaper, or if Council feels certain areas of expertise and/or experience are necessary for this appointee, please advise.

**IMPACT ON CITY RESOURCES**

No appropriation of funds is needed.

**ATTACHMENTS**

1. Planning Commission Roster



# PLANNING COMMISSION

## BOARD ROSTER



**TRAVIS M COLBY**

**2nd Term** Aug 04, 2014 - Jul 01, 2018

**Appointing Authority** City Council  
**Position** Commissioner



**JEREMY J MARTINEZ**

**1st Term** Jul 01, 2015 - Jul 01, 2019

**Appointing Authority** City Council  
**Position** Vice-Chair  
**Office/Role** Vice Chair



**PETER PADILLA**

**2nd Term** Jul 06, 2015 - Jul 01, 2019

**Appointing Authority** City Council  
**Position** Commissioner



**MARY K CAMPER**

**1st Term** Mar 14, 2017 - Jul 01, 2020

**Appointing Authority** City Council  
**Position** Commissioner



**SONIA F ALSHAMI**

**1st Term** Jul 01, 2017 - Jul 01, 2021

**Appointing Authority** City Council  
**Position** Commissioner



**ROBERT DYLINE**

**2nd Term** Jul 01, 2017 - Jul 01, 2021

**Appointing Authority** City Council  
**Position** Chair



**VACANCY**

**Appointing Authority** City Council  
**Position** Commissioner



## ADMINISTRATIVE REPORT

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### Agenda Item I.5.

Meeting Date: 4/16/2018

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

**SUBJECT:** Lease Renewal, Second Amendment, Between the City of Merced and Kaljian Family Revocable Trust for the Evidence Storage Facility at 450/460 Grogan Avenue

### REPORT IN BRIEF

Second amendment to the lease agreement exercising an option to extend the lease 5-years with a new lease rate for a  $\pm 10,410$  square foot warehouse and  $\pm 1.12$ -acre yard for use by the Merced Police Department with the Kaljian Family Revocable Trust.

### RECOMMENDATION

**City Council** - Adopt a motion approving the second amendment to the lease agreement with the Kaljian Family Revocable Trust for the facility and yard at 460 Grogan Avenue extending the lease for five years and lease rates; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

### ALTERNATIVES

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

### AUTHORITY

Charter of the City of Merced, Section 200

### CITY COUNCIL PRIORITIES

As provided for in the 2017-18 Adopted Budget

### DISCUSSION

The Office of Economic Development negotiated a Lease Renewal with the Kaljian Family Revocable Trust for a  $\pm 10,410$  square foot warehouse and  $\pm 1.12$  acre storage yard on behalf of the Merced Police Department (Attachment 1). Currently, the Police Department are using the building and yard for evidence storage and are paying \$4,580.00 which did not include a charge for the outdoor storage. The proposed lease renewal represents a starting market lease rate of \$0.50/sf plus a \$1,000.00 charge for use of the 1.12 acre outdoor storage. Under the Second Amendment, rent for

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the building and outdoor storage area would start at \$6,205.00 per month increasing to \$6688.00 by Year 5.

It should be noted that during the economic downturn, the Kaljian Trust did not charge rent for the 1.12 acre outdoor storage area, and reduced rent by 50%. In October 2015, the City Council and Kaljian Trust adjusted the rent to reflect market rates.

### **History and Past Actions**

The original Lease Agreement for the subject facility and storage yard ran from May 1997 to May 2002 between the City and John Bankson. The Lease Agreement was assigned to the Kaljian Family Revocable Trust in June 1999 as a result of a land sale. The Lease was then extended for five years ending April 2007. Another lease extension followed ending in May 2011. The Police occupied the subject site on a month to month basis until 2013. Another Lease Agreement was executed from 2013 to 2018. Now, the City of Merced desires to exercise the option for a 5-year extension.

Several tenant improvements were made during the term of the original lease to accommodate the variety of items stored. Security systems have also been installed to protect to items contained at the warehouse.

### **Description**

Notable terms of the proposed Lease Renewal (Second Amendment) are as follows:

**Premises:** The subject site includes a ±10,410 square foot warehouse and ±1.12-acre outdoor storage yard.

**Term:** Five (5) years.

**Rent:** March 1, 2018 through February 28, 2020, \$6,205.00 per month

March 1, 2020 through February 29, 2021, \$6,361.00 per month

March 1, 2021 through February 28, 2022, \$6,522.00 per month

March 1, 2022 through February 28, 2023, \$6,688.00 per month

**Use:** Evidence storage

**Utilities:** Cost of utilities such as gas, power, telephone, and so on are the responsibility of the City.

### **IMPACT ON CITY RESOURCES**

The rent and use of the warehouse and storage yard is regularly budgeted and paid from account 001-1003-522-21-00 (Police Department Rents and Leases).

### **ATTACHMENTS**

1. Attachment 1 - 2<sup>nd</sup> Amendment to the Kaljian Lease Agreement

## **SECOND AMENDMENT TO LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE 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 "Tenant"), and THOMAS E. KALJIAN, Trustee of the KALJIAN FAMILY REVOCABLE TRUST (hereinafter referred to as "Landlord").

### **RECITALS**

- A. Tenant and Landlord have previously entered into a Lease Agreement dated February 19, 2013 (the "Lease"), and a First Amendment to Lease Agreement, wherein Tenant leases from Landlord the Premises, located 450 and 460 Grogan Avenue in Merced.
- B. The parties desire to amend the Lease to extend the term of the lease and increase the rent.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, do hereby agree as follows:

- 1. Section 2 of the Lease, is hereby amended to add the following language:

"The term of this Lease shall be extended for a period of five years from March 1, 2018 through and including February 28, 2023."

- 2. Section 3 of the Lease, "Rent," is hereby amended to add the following language:

"The monthly rent for March 1, 2018 through February 29, 2020 shall be \$6,205.00 per month.

The monthly rent for March 1, 2020 through February 28, 2021 shall be \$6,361.00 per month.

The monthly rent for March 1, 2021 through February 28, 2022 shall be \$6,522.00 per month.

The monthly rent for March 1, 2022 through February 28, 2023 shall be \$6,688.00 per month.”

3. Except as herein amended, the Lease dated February 19, 2013, and the First Amendment to the Lease, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Lease Agreement to be fully executed on the date first herein written.

LESSOR:  
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: K. Hove 3.27.18  
City Attorney Date

ACCOUNT DATA:

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

LANDLORD  
THE KALJIAN FAMILY REVOCABLE  
TRUST

BY: Thomas E. Kaljian <sup>Trustee</sup>  
(Signature)

Thomas E. Kaljian, Trustee  
(Type Name)

Taxpayer I.D. No. 94-6062567

Business License No.: B413-0154

ADDRESS: 645 Pacheco Boulevard  
Los Banos, CA 93635

TELEPHONE: (209) 826-8864

FACSIMILE: (209) 826-1846 66 706 4383

E-MAIL:

TKaljian@LosBanosRealEstate.com



## ADMINISTRATIVE REPORT

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### Agenda Item I.6.

Meeting Date: 4/16/2018

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*Report Prepared by: Kelly C. Fincher, Chief Deputy City Attorney*

**SUBJECT:** Approval of Legal Service Agreement with the Law Firm Silver & Wright, LLP, for \$75,000 for Special Legal Services Related to Receivership Actions; Waiver of the Competitive Bidding Requirement (Professional Services)

### REPORT IN BRIEF

Considers approving a legal services agreement with the law firm Silver and Wright in the not to exceed amount of \$75,000 annually for receivership actions filed under the Health and Safety Code on substandard properties within the City; waives the competitive bidding requirement (Professional Services).

### RECOMMENDATION

**City Council** - Adopt a motion approving a legal service agreement with the law firm Silver & Wright, LLP, for \$75,000 annually for code enforcement receivership actions and waive the competitive bidding requirement (Professional Services); and, authorizing the City Manager or Assistant City Manager to execute the legal services agreement.

### ALTERNATIVES

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

### AUTHORITY

Merced City Charter section 200. Merced Municipal Code section 3.04.210 (exemptions from competitive bidding).

### CITY COUNCIL PRIORITIES

Assists the Code Enforcement department and Code Enforcement Taskforce with addressing substandard properties within the City that pose immediate threats to health and public safety.

### DISCUSSION

The City's Code Enforcement Department and the Code Enforcement Taskforce have been working to address a variety of issues associated with blighted properties within the City. The primary

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enforcement tools used by the Code Enforcement Department and the taskforce include issuing administrative citations and City initiated abatement actions.

Recently, the Taskforce identified several properties that have an extensive history of violations of the Merced Municipal Code, Uniform Building Code, Health and Safety Code, Fire Code and/or Building Code whose owners are non-responsive and have failed to voluntarily bring their properties into compliance with these codes. The condition of these properties have a significant negative impact on their neighborhoods and the City. Moreover, due to their condition, these properties endanger the health and safety of the public and/or occupants.

The Taskforce would like to pursue Health and Safety Code Receiverships over these properties. This process entails filing a Petition with the Court pursuant to California Health and Safety Code sections 17980 - 17992 to have a Receiver appointed to temporarily take control of the property and fully repair and rehabilitate it. If appointed, the Receiver will work as an agent and officer of the court that approved the appointment. Throughout this process, the property will remain under the court's supervision and control. Under the Health and Safety Code, the Court has the discretion to grant a Receiver a variety of powers, including, but not limited to the following powers:

- To take full and complete control over the property;
- To demolish a structure;
- To borrow funds against the property to repair and completely rehabilitate the property;
- To manage the substandard structure and pay operating expenses such as taxes, utilities, insurance and general maintenance;
- To enter into contracts with licensed contractors who can perform the necessary repairs to fully repair the property and bring it into compliance with all applicable codes;
- To pay for the expenses of the rehabilitation; and,
- To pay for relocation benefits.

City staff who regularly deal with Code Enforcement issues relating to blighted properties are excited about the prospect of initiating the Receivership process over the identified properties. Staff believes that this will provide an immediate and comprehensive result and will relieve the burden that these properties are placing on a City Departments.

Perhaps the greatest benefit to the City in pursuing this type of action is that all of the costs associated with the rehabilitation are paid from the property by a lien that has "super priority," meaning it will supersede all other debts, including mortgages. In addition, under the Health and Safety Code, the legal costs incurred will be reimbursed by the Receivership estate. It is anticipated that the legal fees incurred will be reimbursed within about nine months of the receivership order of judgment. Once the funds are reimbursed, they can be rolled over to fund new receivership cases. It is estimated that each Receivership case will cost about \$25,000, therefore the \$75,000 used to fund this Agreement will initially fund three Receivership actions, with additional actions to be pursued once the funds get replenished.

Pursuant to the Legal Services Agreement with Silver & Wright, the City will pay the blended rate of \$197 an hour for attorney services and \$119 an hour for paralegal services. The Law Firm Silver &

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Wright, focuses on providing cities and counties specialized legal services in the area of Code Enforcement, including handling Health & Safety Receivership actions.

While ideally, the City Attorney's Office would like to handle receivership actions in house, at this time, due to staffing levels, it is impractical to do so. However, it is hoped that by going through the receivership process with the Silver & Wright, the City Attorney's Office, the Code Enforcement department and the members of the Taskforce will become educated about this process so that we could eventually handle these matters in house if there is a need or desire to do so.

If approved, this agreement for Legal Services will provide the City's Code Enforcement department and the taskforce with an additional tool to correct substandard and blighted properties. It satisfies the City Council's goal of improving the community while not having the City bear the burden and cost of rehabilitation.

### **IMPACT ON CITY RESOURCES**

The City will recover its fees and costs from the judgment or settlement in the Receivership action. The up-front costs of these services will be paid by funds already provided by the City Council in the substandard housing abatement fund.

### **ATTACHMENTS**

1. Legal Services Agreement with Silver & Wright, LLP

**CITY OF MERCED**  
**LEGAL SERVICES AGREEMENT**  
**WITH**  
**SILVER & WRIGHT LLP**

**1. CAPTION**

1.1. This Legal Services Agreement (“Agreement”) is effective as of April 1, 2018 (“Effective Date”), by and between the City of Merced (“City”), a California charter city, and Silver & Wright LLP (“S&W”), a California limited liability partnership engaged in the practice of law in the State of California.

**2. RECITALS**

2.1. The City wishes to engage S&W to perform receivership, nuisance abatement, and code enforcement legal services, on an as assigned basis, in order to rehabilitate dangerous nuisance properties in the City, to prevent the spread of blight, to enforce the City’s municipal codes, and to protect the health and safety of the community.

2.2. S&W wishes to provide all such services and has the necessary experience, expertise, and competency to provide such services. At the City’s request, S&W will endeavor to recover all the City’s costs, expenses, and fees incurred in all nuisance abatement and code enforcement actions, including all attorneys’ fees, litigation costs, and even the City’s administrative and law enforcement expenses. S&W has extensive experience successfully prosecuting thousands of code enforcement cases and rehabilitating substantially dangerous nuisance properties, in addition to recovering 100% of the costs incurred in those actions.

**3. TERMS**

3.1. Scope of Services. S&W shall serve as receivership and nuisance abatement special counsel to the City, and shall provide legal advice, support, and representation on all receivership, nuisance abatement, code enforcement, and other matters as assigned by City staff.

3.2. Compensation. S&W shall only bill the City for legal services at the blended rate of \$197 per hour for attorneys and \$119 per hour for paralegals and law clerks. S&W will keep track of all billing entries on a daily basis with accurate descriptions of the legal services provided. S&W will charge in increments of one tenth of an hour, rounded up to the nearest one tenth of an hour for each particular activity. S&W does not use minimum billing increments for specific tasks, and will only bill for the actual time spent working on the City’s matters. S&W’s rates may increase by up to five percent per year beginning January 1, 2019 to offset rising legal costs.

## **S&W LEGAL SERVICES AGREEMENT**

3.3. **Contract Limit.** S&W's compensation under this Agreement, exclusive of cost reimbursement, shall be limited to \$75,000 per year unless otherwise expressly approved by the City. The \$75,000 limitation shall be increased by any compensation that S&W or the City is able to recover for the City in matters handled by S&W. The intent is to limit the City's outstanding expenses under this Agreement at any point in time to \$75,000, but not to limit the scope of this Agreement since S&W's compensation under this Agreement should be largely recoverable in the nuisance abatement actions S&W handles for the City. If this Agreement is not ratified by the City Council, it is understood that the contract limit will be \$30,000 instead of \$75,000.

3.4. **Cost Reimbursement.** The City shall reimburse S&W for all costs and expenses incurred by S&W in providing legal services under this Agreement, including court costs, process server fees, courier and messenger fees, postage expenses, property title research costs, litigation guaranty expenses, legal research costs, discovery and depositions costs, printing and document reproduction costs at 10¢ per page for black and white and 50¢ per page for color, travel, automobile mileage at the prevailing IRS rate, litigation costs, and other costs necessary for legal representation. S&W will only charge for costs and expenses that are actually incurred, and only in the amount actually expended without mark-up.

3.5. **Billing.** S&W will submit monthly invoices to the City for the legal services provided under this Agreement. S&W's invoices will include a breakdown of all legal fees and costs with detailed itemized descriptions. The invoices shall be due and payable within 30 days of the invoice date.

3.6. **Client Trust Account.** S&W will maintain a Client Trust Account for the City in the form of a State Bar of California ("CalBar") approved Interest On Lawyers' Trust Account ("IOLTA") for all funds received by S&W for the City. Pursuant to CalBar's arrangement for IOLTAs, all interest earned on the IOLTA will be credited to CalBar for public benefit purposes. Subject to applicable law, the City grants S&W a lien on all funds in the IOLTA to secure S&W's attorneys' fees and costs owed to S&W by the City.

3.7. **Performance of Services.** The services of S&W shall be performed expeditiously in light of the purposes of this Agreement. S&W shall follow all procedures as established by the City consistent with its duties. S&W shall work cooperatively with City staff and shall keep them informed on all matters of importance as they arise.

3.8. **Guaranty Disclaimer.** In accordance with the California Rules of Professional Conduct, S&W makes no promises or guarantees regarding the outcome of any particular legal matter or legal proceeding. S&W is prohibited by law from guarantying outcomes in legal matters, and nothing shall be interpreted as a guaranty by S&W as to the outcome of any legal matter. The City warrants that it has not entered this Agreement on the basis of any guaranty by S&W as to the outcome of any particular legal matter.

3.9. **Independent Contractor.** S&W shall perform all legal services required under this Agreement as an independent contractor of the City and shall remain a wholly independent contractor with only such obligations as are required under this Agreement. Under no circumstances shall S&W, or any of its agents, be considered an employee of the City and under no circumstances shall any employment benefits inure to S&W or its agents.

## **S&W LEGAL SERVICES AGREEMENT**

3.10. Responsibilities of Parties. S&W will fully cooperate with the City and will keep the City and its staff informed of the status and progress of all pending matters and all legal matters of importance. S&W will manage and control the delivery of all legal services described hereunder in a professional, competent, and cost-effective manner. The City agrees to provide all information and documentation necessary for S&W to perform its obligations under this Agreement.

3.11. Insurance. Throughout the duration of this Agreement, S&W will maintain the following policies of insurance in full force and effect, paid for at its own expense, with insurance companies licensed in the State of California, and shall provide proof of insurance upon demand:

3.11.1. Professional Liability Insurance. S&W shall carry professional liability errors and omissions insurance in the amount required by California Corporations Code section 16956(a)(2). S&W represents and warrants that its current professional liability insurance exceeds the amount required by law with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

3.11.2. General Liability and Automobile Insurance. S&W shall carry general liability and automobile insurance with the minimum coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. S&W represents and warrants that its current general liability and automobile insurance exceeds the amount required by law with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

3.11.3. Workers' Compensation Insurance. S&W has and will continue to carry workers' compensation insurance as required by the State of California. S&W has and will continue to carry employer's liability insurance with a minimum coverage of \$1,000,000.

3.12. Conflict Waiver. S&W represents many clients throughout the State. S&W may have represented in the past, may currently represent, or may represent in the future other clients who may have been, currently are, or may become adverse to the City. However, S&W will not use any information it has about the City to the City's disadvantage, nor will it represent any other clients in matters that are currently adverse to the City or are substantially related to matters S&W is handling for the City. If any potential conflicts arise, S&W will either withdraw from representation or will screen off the necessary attorneys and information as required by law.

3.13. Term of Agreement. The term of this Agreement shall commence on the Effective Date set forth in this Agreement and shall continue in full force and effect until terminated as provided herein.

## **S&W LEGAL SERVICES AGREEMENT**

3.14. **Termination.** This Agreement shall continue until terminated in writing by either party. In the event of termination, the City shall pay S&W all outstanding fees and costs in accordance with this Agreement for all services provided and costs incurred through the date of termination. The City agrees to execute, upon request, a stipulation in such form as to permit S&W to withdraw as attorneys of record in any legal action then pending. S&W shall make available to the City, or to counsel designated by the City, all documents, records, and work-product related to the legal services provided to the City under this Agreement, and S&W shall assist in the orderly transition of all pending matters to the City's new counsel to the fullest extent possible. S&W shall be entitled to compensation and reimbursement for all time and expenses associated with the production of documents and transition of pending matters at the rates set forth herein; however, S&W shall not charge any fee for reproduction of any documents or work-product to retain for its own reference.

3.15. **Document Retention.** S&W shall retain City documents for at least two years after the conclusion of the relevant matter, after which they will be destroyed. If the City wishes to retain copies of any documents beyond that time, the City must notify S&W in writing within that two-year period.

3.16. **Confidentiality.** The parties agree to keep this Agreement confidential to the greatest extent permissible under the law. This Agreement is exempt from disclosure under the Public Records Act pursuant to Government Code sections 6254(k) and 6255(a), Evidence Code sections 952 and 954, and Business and Professions Code sections 6068 and 6149.

3.17. **Transfers.** Neither this Agreement, nor any interest, right, duty, or obligation herein, may be transferred, assigned, delegated, conveyed, hypothecated, or encumbered without the prior written approval of the parties.

3.18. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

3.19. **Legal Notices.** Notices relating to this Agreement must be in writing and sent to the physical addresses set forth below. A party may change its address for notices by giving notice as required by this provision. Written notice will be considered effective: (a) the day it is personally delivered or actually received; (b) five business days after deposit with the United States Post Office as certified first-class mail with return receipt requested and postage prepaid; or (c) two business days after deposit with a reputable overnight delivery service for next day delivery.

3.19.1. **City:**

City of Merced  
678 West 18th Street  
Merced, California 95340

3.19.2. **S&W:**

Curtis R. Wright  
SILVER & WRIGHT LLP  
3 Corporate Park, Suite 100  
Irvine, California 92606

## **S&W LEGAL SERVICES AGREEMENT**

3.20. Attorneys' Fees for Disputes. The prevailing party in any dispute to enforce or interpret this Agreement shall be entitled to recover its reasonable costs and attorneys' fees arising from the dispute from the non-prevailing party. S&W shall be entitled to any such costs and attorneys' fees even if the work is performed by S&W.

3.21. Modification. This Agreement can only be changed, modified, amended, supplemented, or rescinded in a separate writing signed by all parties.

3.22. Waivers. A waiver of any provision of this Agreement must be in writing. Failure to insist upon strict performance of any provision, right, duty, or obligation in this Agreement is not a waiver of the right to future enforcement of that provision, right, duty, or obligation, nor any other provision, right, duty, or obligation.

3.23. Severability. If any of the provisions of this Agreement are found to be unenforceable, those provisions shall be reformed to prevent the unenforceable result in a manner that best preserves the original intent of the provision to the fullest extent possible, and all other provisions of this Agreement shall remain in full force and effect.

3.24. Integration. This Agreement constitutes the final, complete, and exclusive expression of all the terms and provisions of the agreement between the parties. This Agreement supersedes any previous agreements or negotiations between the parties, whether oral or written.

3.25. Authority. The City's signatory has been authorized by the City Council to execute this Agreement on behalf of the City. S&W's signatory has been authorized by the partnership to execute this Agreement on behalf of S&W.

3.26. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

### **CITY OF MERCED**

By: \_\_\_\_\_  
Mr. Steven S. Carrigan  
City Manager

Dated: \_\_\_\_\_

### **SILVER & WRIGHT LLP**

By: \_\_\_\_\_  
Curtis R. Wright  
Partner

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**



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



## ADMINISTRATIVE REPORT

Agenda Item I.7.

Meeting Date: 4/16/2018

*Report Prepared by: Joey Chavez, Interim Parks & Recreation Director, Sports & Aquatics*

**SUBJECT:** Approval of Agreement with Merced Area Sports Officials

### REPORT IN BRIEF

Annual agreement with Merced Area Sports Officials for officiating and score keepers.

### RECOMMENDATION

**City Council** - Adopt a motion approving an agreement with Merced Area Sports Officials (MASO) in the amount of \$31,342 and authorizing the City Manager or Assistant City Manager to execute the necessary documents.

### ALTERNATIVES

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

### AUTHORITY

Charter of the City of Merced, Section 200.

### CITY COUNCIL PRIORITIES

As provided for in the 2017-18 Adopted Budget and the 2018-19 Proposed Budget.

### DISCUSSION

This is a renewal of the annual agreement with Merced Area Sports Officials for providing officiating and score keeping services for all City's recreation youth and adult sport programs. The City's recreational sport programs include adult summer and adult fall softball, JR basketball, NFL flag football, and adult basketball. The recreational sports season starts in mid-April of 2018 and ends in mid-April of 2019.

### IMPACT ON CITY RESOURCES

No appropriation of funds is needed. Funding is available within the FY2017-18 adopted budget for the sport programs run within fiscal year 2017-18. For sport programs run from July 2018 through April 2019; the funding is included in the FY2018-19 proposed budget and would be contingent upon

City Council approval of the budget.

**ATTACHMENTS**

1. MASO Agreement

## **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 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and Merced Area Sports Officials, Inc., a California Non-Profit Corporation, whose address of record is 1933 Saratoga Court, Merced, California 95340-3316 (hereinafter referred to as "Consultant").

WHEREAS, City regularly provides sports programs for the citizens of the City of Merced; and

WHEREAS, Contractor represents that it possesses the professional skills and qualified personnel to provide officiating, scorekeeping and scheduling services in connection with said programs.

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 Director of Parks and Community Services or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

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

3. **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 "A" 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 "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Thirty-One Thousand Three Hundred Forty-Two Dollars (\$31,342.00).

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:  \_\_\_\_\_ 3-14-2018  
City Attorney Date

300570 129974  
ACCOUNT DATA:

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

CONSULTANT  
MERCED AREA SPORTS OFFICIALS,  
INC., A California Non-Profit  
Corporation

BY: Mark N. Thompson  
(Signature)

MARK N. THOMPSON  
(Typed Name)

Its: PRESIDENT  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. 77-0457318

ADDRESS: 1933 SARATOGA CT.  
MERCED, CA. 95340

TELEPHONE: (209) 777-8208

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

E-MAIL: MASO\_OFFICIALS-MT@ATT.NET

## **ADULT SUMMER SOFTBALL**

### **SEASON – April 16 – July 20**

Total teams - 68

10 weeks of league play

2 weeks of playoffs

No games on May 28 (Memorial Day)

No games the week of June 4 (Graduation week)

No games the week of July 2 (Fourth of July)

34 games per week X 10 weeks = 340 league games

51 playoff games

Total games for Fall – 391

Umpire Fee per game - \$24.00

Scheduling Fee - \$750.00

**Total cost for summer 10,134.00**

## **ADULT FALL SOFTBALL**

### **SEASON – August 20 – November 2**

Total teams - 58

8 weeks of league play

2 weeks of playoffs

There may not be games the week of September 3 (Labor Day)

33 games per week X 8 weeks = 264 league games

45 playoff games

Total games for summer – 309

Umpire Fee per game - \$24.00

Scheduling Fee - \$750.00

**Total cost for summer 8,166.00**

**\*\*\*\*\*Please take note: Season may be extended due to weather.**

### **JR WARROIRS BASKETBALL**

#### **SEASON – January 22 – March 3**

Total teams - 14

8 weeks of league play

90 games X \$12.00 X 2 Officials = \$2,160.00

Officials Fee per game - \$12.00

58 games X \$11.00 X 1 Scorekeeper = \$638.00

Scheduling Fee - \$100.00

**Total cost = \$2,898.00**

### **NFL FLAG FOOTBALL**

#### **SEASON – September 24 – November 3**

Total teams - 12

8 weeks of league play

80 games X \$12.00 X 2 Officials = \$1,920.00

Officials Fee per game - \$12.00

Scheduling Fee - \$100.00

**Total cost = \$2,020.00**

### **ADULT BASKETBALL**

#### **SEASON – January 14 – April 15**

Total teams - 22

12 weeks of league play

132 games X \$23.00 X 2 Officials = \$6,072.00

Officials Fee per game - \$23.00

132 games X \$11.00 X 1 Scorekeeper = \$1,452.00

Scheduling Fee - \$600.00

**Total cost = \$8,124.00**

**No games on February 4 (SuperBowl)**

**No games April 1 (Easter)**

**Total of all MASO contracts = \$31,342.00**

## MASO SOFTBALL

1. Contractor shall be skilled in the rules and regulations of men's, women's and coed slow-pitch softball.
2. All umpires will have to be officially certified by the Softball Governing Body of the City's choice in order to umpire City of Merced adult softball league and playoff games. No exceptions.
3. Rookie umpires should be paired with a veteran umpire at all times.
4. Umpires will be on time and in the correct uniform.
5. The City of Merced reserves the right to bring any umpire before the MASO board for any reason. The umpire in question will be suspended until the MASO board resolves the matter. All MASO board decisions are final.
6. Contractor shall provide the City of Merced an active roster (names and phone numbers) of all umpires, upon request.

## **MASO YOUTH FLAG FOOTBALL**

1. Contractor shall be skilled in the rules and regulations of NFL Youth Flag Football.
2. The City of Merced will not compensate any referees in training. The Contractor may train referees in league play via the “shadowing technique”.
3. Rookie referees are not allowed to referee games alone. Rookie referees must be paired with a veteran referee at all times. No exceptions.
4. Referees will be on time and in the correct uniform.
5. The City of Merced reserves the right to exclude any referee from the league for the good of the program.
6. Contractor shall provide the City of Merced with an active roster for all referees.
7. Contractor will notify the City of Merced of any changes or additions to their referee roster immediately.

## MASO BASKETBALL

1. Contractor shall be skilled in the rules and regulations of basketball.
2. All referees will have to be trained in NCAA (adult league) rules in order to referee in City of Merced basketball league. No exceptions.
3. Rookie referees should be paired with a veteran referee at all times.
4. Referees will be on time and in the correct uniform.
5. The City of Merced reserves the right to bring any referee and/or scorekeeper before the MASO board for any reason. The referee and/or scorekeeper in question will be suspended until the MASO board resolves the matter. All MASO board decisions are final.
6. Contractor shall provide the City of Merced an active roster (names and phone numbers) of all referees and scorekeepers upon request.
7. Contractor will invoice City single time rate for any basketball games that are done using single mechanics. It is understood that Contractor will pay ½ rate difference to referees that do games alone.



## ADMINISTRATIVE REPORT

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### Agenda Item I.8.

Meeting Date: 4/16/2018

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*Report Prepared by: Julie Nelson, Associate Planner, Development Services*

**SUBJECT:** Annexation into Community Facilities District (CFD) No. 2003-2 (Services) for Merced Station (Formerly University Village Merced - Lake) and Setting a Public Hearing for May 21, 2018, to Hold the Election for Annexation into the CFD

### REPORT IN BRIEF

This report requests the City Council to accept the petition to annex into CFD No. 2003-2 (Services) from Merced Station, LLC; approve a deposit and reimbursement agreement with Merced Station, LLC; adopt a Resolution of Intent to annex the Merced Station Apartment Project into Community Facilities District (CFD) No. 2003-2; and set a Public Hearing for May 21, 2018, to hold the election for annexation into the CFD.

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Accepting the petition for the initiation of proceedings for establishment of a Community Facilities District from Merced Station LLC; and,
- B. Adopting **Resolution 2018-25**, A Resolution of Intention of the City Council of the City of Merced, acting as the Legislative Body of the City of Merced Community Facilities District No. 2003-2 (Services), declaring its intention to annex area to said district and authorize the levy of a special tax within said annexation, and approving a certain agreement related thereto; and,
- C. Authorizing the appropriation of funds from the deposit to Fund 150 to reimburse the City for Community Facilities District formation related expenditures; and,
- D. Setting the Public Hearing for May 21, 2018.

### ALTERNATIVES

- 1. Approve the action as recommended by staff; or,
- 2. Requesting modification or amendment to the documents and provide direction to City staff regarding the same; or,
- 3. Decline to authorize action as recommended; or,
- 4. Continue to a future City Council meeting (time and date to be specified in motion).

### AUTHORITY

Annexation of property into the City's existing CFD No. 2003-3 (Services) pursuant to Merced City Charter, Section 200; Chapter 2.5 (commencing with Section 53311\_ of Part 1 of Division 2 of Title 5 of California Government Code (the "Act"), commonly known as the "Mello-Roos Community Facilities Act of 1982;" and the City's Policy on new development.

## **DISCUSSION**

The City approved a policy requiring all new development with the City to annex to a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982, for the provision of certain services to new development. The services to be provided may include all or a portion of the following: police and fire protection services, maintenance of parks, landscaping, parkways, open space and storm drain maintenance, and other services authorized or to be authorized by the City's Municipal Code. The formation or annexation to the community facilities district is a condition of approval for new developments.

The owners of the project known as the Merced Station Apartments (formerly University Village Merced -Lake) (Attachment 1) has requested such proceedings be initiated (see Petition to Annex at Attachment 2) and has signed a Deposit and Reimbursement Agreement to cover the costs of the annexation process (Attachment 3). The City Council is being asked to accept the Petition to Annex from Merced Station, LLC, and adopt the Resolution at Attachment 4, which approves the Deposit and Reimbursement Agreement with Merced Station, LLC, and authorizes the City Manager or Assistant City Manager to execute the Agreement. The owners have submitted a deposit of \$25,000 to cover the costs of the annexation process. City Council is also being asked to appropriate those funds to Fund 150. The landowner has been notified of the scope and costs of the services and the amount of the annual levy.

Once the City has declared its intention to annex this development into the CFD by adopting the Resolution of Intent at Attachment 4, a public hearing will be held on May 21, 2108. Provided there is no majority protest, this property will be annexed into the CFD. Should the proposition pass with a two-thirds vote from the qualified voters (the landowner), the City may levy the special tax pursuant to an amended rate and method of apportionment (Exhibit A of the Draft Resolution of Intent at Attachment 4).

## **IMPACT ON CITY RESOURCES**

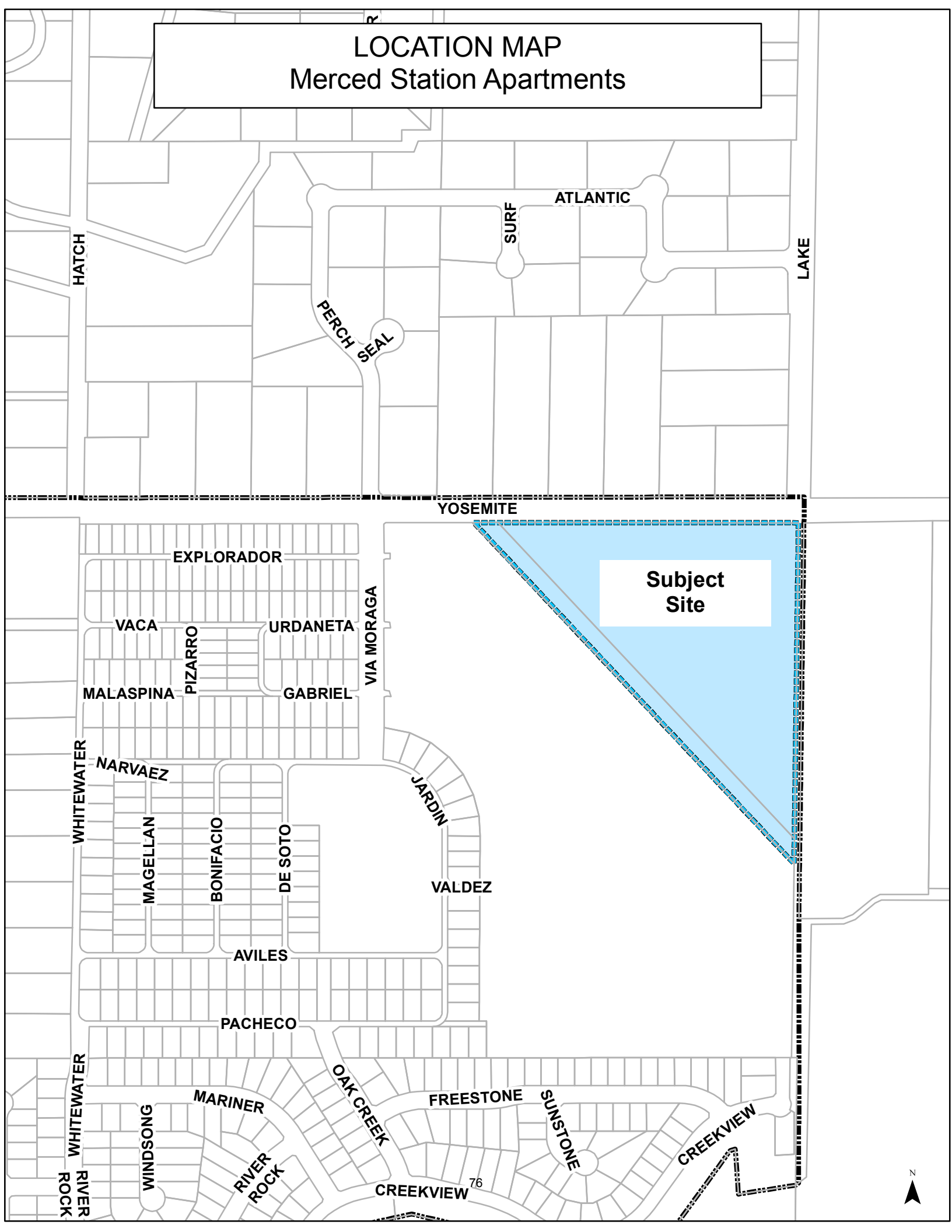
The annexation of this property into CFD No. 2003-2 (Services) would allow a special tax to be levied on these properties to cover the costs of landscape and storm drain maintenance and a portion of the costs for Police and Fire services to the project area.

## **ATTACHMENTS**

1. Location Map
2. Petition to Initiate Proceedings from Merced Station, LLC
3. Deposit and Reimbursement Agreement
4. Draft City Council Resolution of Intention [including Rate and Method of Apportionment (RMA) at Exhibit A]

# LOCATION MAP

## Merced Station Apartments



PETITION TO THE CITY COUNCIL OF THE CITY OF MERCED  
REQUESTING INITIATION OF PROCEEDINGS FOR THE  
ESTABLISHMENT OF A COMMUNITY FACILITIES DISTRICT  
OF THE CITY OF MERCED FOR THE PROVISION OF  
SERVICES AND THE LEVY OF SPECIAL TAXES

1. As of the date hereof, Merced Station, LLC, a California Limited Liability Company (the "Owner") is the owner of the property located in the City of Merced described in Exhibit "A" attached hereto (the "Property") and as shown on the map on Exhibit "B" attached hereto.

2. The Owner, in fulfillment of the conditions of approval of Owner's development, Owner hereby petition the City Council of the City of Merced (the "City") requesting the initiation of proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act") to include the property in the formation of or annexation to one or more community facilities districts (the "CFD") pursuant to the Act for the provision of services as set forth below to development on the property.

3. The City of Merced requires that new development provide for the funding of certain public services and maintenance, including, but not limited to, public safety services, landscape maintenance, park and parkway maintenance, and flood control services. ("Services"), through the formation of a community facilities district or the annexation to an existing community facilities district sufficient to support the provision of Services to the development on the property.

4. The Owner represents to the City Council that it is the owner of all of the Property.

5. In the event the proposed formation of or annexation to the CFD is not completed, the undersigned shall be responsible for the reasonable costs and expenses incurred by the City in the preparation of such formation or annexation.

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DATED: 3/4/18

OWNER:  
MERCED STATION, LLC,  
A California Limited Liability Company

Gregory Fish  
Gregory Fish

Title: Managing Partner

TAX PAYER ID: 82-4026011

ADDRESS: 774 Mays Blvd., Ste. 10-499  
Incline Village, NV 89451

TELEPHONE: (925) 324-3500

EMAIL: [greg@universityvillagemerced.com](mailto:greg@universityvillagemerced.com)

APPROVED AS TO FORM:

K. Flores 2.20.18

## EXHIBIT A

Page 1 of 1

### Adjusted Parcel B, After adjustment

"Adjusted Parcel 2", as shown in Resolution #898 for Boundary Adjustment #06-04, recorded November 27, 2006 as Series No. 2006-079691 of official Records, Merced County, more particularly described as follows:

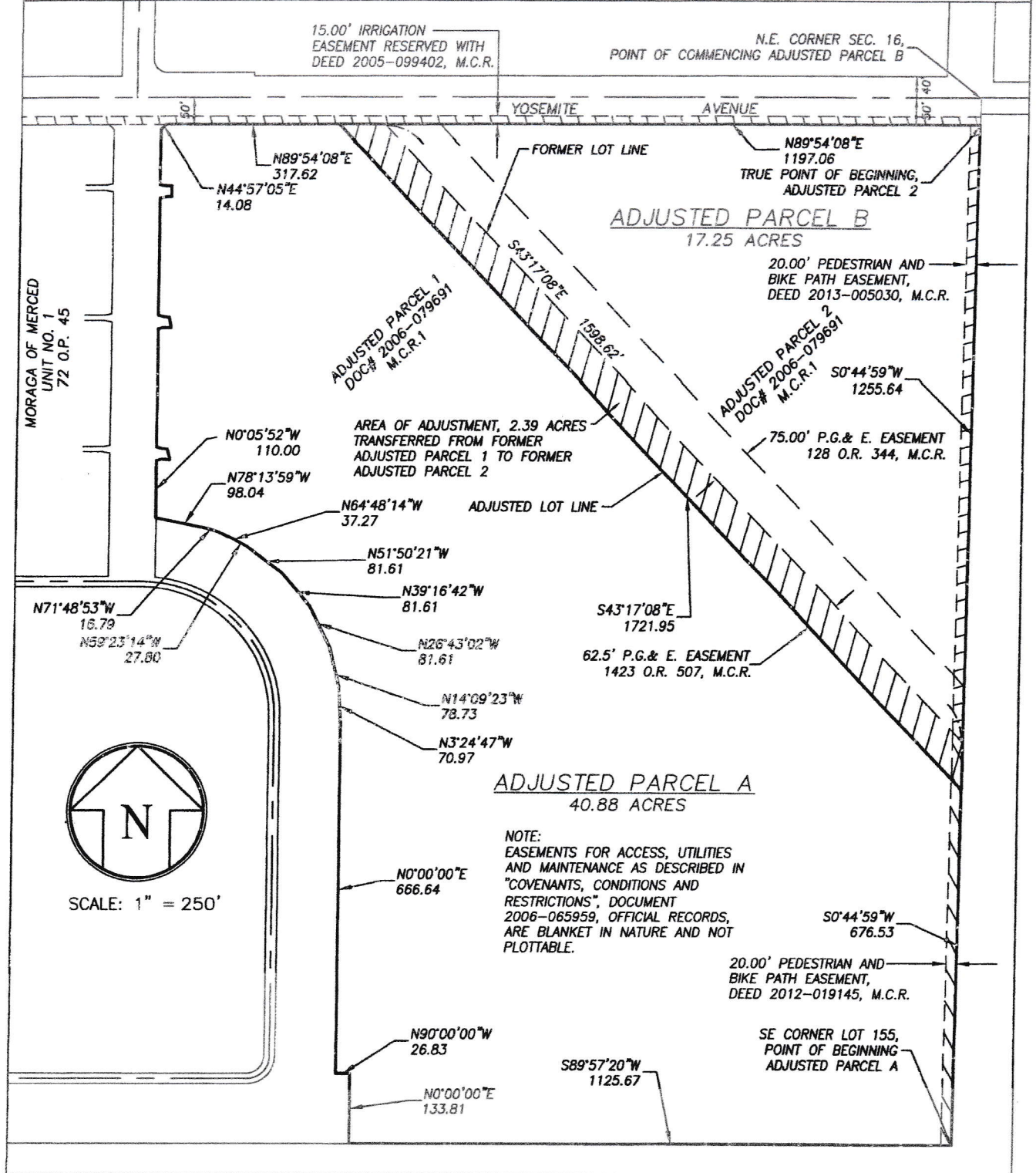
All that certain real property, being a portion of and situate in the northeast quarter of Section 16, Township 7 South, Range 14 East, Mount Diablo Meridian, City and County of Merced, State of California, more particularly described as follows:

COMMENCING at the Northeast corner of said Section;  
thence along the East line of said Section, South 00°44'59" West, a distance of 50.01 feet to a point on the South right-of-way line of Yosemite Avenue (90.00 feet wide) as shown on that certain subdivision, titled "MORAGA OF MERCED UNIT No. 1", filed for record in Volume 72 of Official Plats, at Pages 45 thru 56, Merced County Records and the TRUE POINT OF BEGINNING of this description;  
thence along said East line of Section 16, South 00°44'59" West, a distance of 1255.64 feet to the intersection with the Southwesterly line of a P.G. & E. easement (62.50 feet wide), filed for record on June 4, 1959 in Volume 1423 of Official Records, at Page 507, Merced County Records;  
thence leaving last said East line and along said Southwesterly line, North 43°17'08" West, a distance of 1721.95 feet to a point on said South right-of-way line of Yosemite Avenue, said point being 50.00 feet distant at right angles from the North line of said Section 16;  
4along said South right-of-way line, parallel with said North line, North 89°54'08" East, a distance of 1197.06 feet to the Point of Beginning.

Containing 17.25 Acres more or less



# EXHIBIT B



**DEPOSIT AND REIMBURSEMENT AGREEMENT  
FOR COMMERCIAL DEVELOPMENT  
(Services Only)  
(Landscaping & Other Improvements Acceptance Upon Collection of Sufficient Special  
Taxes to Support Maintenance)**

**by and between**

**CITY OF MERCED**

**and**

**MERCED STATION,, LLC,  
a California Limited Liability Company, as Developer**

**Dated as of \_\_\_\_\_, 2018**

**DEPOSIT AND REIMBURSEMENT AGREEMENT**  
(Services Only)

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT (the “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Merced, a California Charter Law Municipal Corporation (“City,”) and Merced Station, LLC, a California Limited Liability Company (“Developer”)

**RECITALS**

**WHEREAS**, The City Council of the City of Merced proposes to establish one or more Community Facilities Districts (the “District”) pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (hereinafter referred to as the “Act”). The initial boundaries of the proposed District are depicted on the map attached hereto and incorporated herein as Exhibit “A”; and,

**WHEREAS**, Developer has an approved General Plan Amendment and Zone Change covering approximately 17.25 acres (the “Property”), as shown on the map attached hereto and incorporated herein by this reference as Exhibit “B”; and,

**WHEREAS,** A condition of approval of the General Plan Amendment and Zone Change requires Developer's Property to annex to one or more of the Districts for at least the services component; and,

**WHEREAS,** Developer's Property is proposed to be developed as a 225-unit apartment complex ("Project"); and,

**WHEREAS,** In accordance with the City's policy regarding use of the Act, the Developer is required to compensate the City for all costs incurred in connection with the formation of or annexation to the District, including the establishment of the rate and method of apportionment of the special tax (the "RMA"); and,

**WHEREAS,** Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in the formation of or annexation to a community facilities district; and,

**WHEREAS,** Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity

advancing the funds, to repay all or a portion of the funds advanced, as determined by the legislative body, under all of the following conditions:

- (a) The proposal to repay the advances is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53321 of the Act and in the resolution of formation to establish a community facilities district pursuant to Section 53325.1 of the Act,
- (b) Any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and,
- (c) Any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election, to the person or entity advancing the funds; and,

**WHEREAS,** The District is to be formed for the purpose of funding services such as police and fire services in addition to parkway maintenance, landscaping, storm drainage, and other ongoing services attendant to the Project (the “Services”); and,

**WHEREAS,** The intent of utilizing a Community Facilities District for the Services is to replace traditional maintenance districts such as landscaping and lighting and other maintenance districts which the City would otherwise have required of Developers; and,

**WHEREAS,** Developer and City desire to enter into this Agreement in accordance with Section 53314.9 and Section 53332(b) of the Act in order to provide for the advancement of funds by the Developer to be used to pay costs incurred in connection with the formation of or annexation to the District; and,

**WHEREAS,** Developer and City wish to provide for the payment of expenses in connection with the formation of or annexation to the District; and,

**WHEREAS,** There is a substantial lag time between the creation of the CFD and the collection of sufficient special tax revenue to off-set the costs of providing certain maintenance activities associated with landscape and storm drain facilities installed by Developer to be dedicated to the City; and,

**WHEREAS,** Developer's landscaping and storm drain facilities may be eligible for acceptance prior to the collection and receipt by the City of sufficient special tax revenue to offset the costs of maintenance.

**NOW THEREFORE,** for and in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration the

receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

**SECTION 1.      INITIAL DEPOSIT AND DEVELOPERS**

**CONTRIBUTION.**

(a) Prior to the commencement of any legal proceeding to establish or annex to the District, the Developer shall deposit with the City for the benefit of the District the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the “Initial Deposit”). The City, by its execution hereof, acknowledges receipt of and accepts the Initial Deposit.

(b) The Initial Deposit, together with any subsequent deposit required to be made by the Developer pursuant to the terms hereof (collectively, the “Deposits”), are to be used to pay for any costs incurred for any authorized purpose in connection with the formation of or annexation to the District, including, without limitation, the following:

(i) The reasonable fees and expenses of any consultants to the City employed in connection with the formation of or annexation to the District, including an engineer, special tax consultant, financial advisor, special counsel, and any other consultant deemed necessary or advisable by the City; and,

- (ii) The reasonable costs of rate and method analysis, and feasibility studies and other reports deemed necessary or advisable by the City in connection with the formation of or annexation to the District; and,
- (iii) The reasonable costs of publication of notices, preparation and mailing of ballots and other costs related to any hearing, election or other actions or proceedings undertaken in connection with the formation of or annexation to the District; and,
- (iv) Reasonable charges for City staff time incurred in connection with the formation of or annexation to the District, including a reasonable allocation of City overhead expense related thereto; and,
- (v) Any and all other actual costs and expenses incurred by the City in connection with the formation of or annexation to the District, including establishment of the RMA (collectively, the “Initial Costs”). The City may draw upon the Deposits from time to time to pay the Initial Costs.

(c) If, at any time, the unexpended and unencumbered balance of the Deposits is less than Five Thousand Dollars (\$5,000.00), the City may request, in

writing, that the Developer make an additional deposit in an amount estimated to be sufficient, together with any such unexpended and unencumbered balance, to pay for all Initial Costs. The Developer shall make such additional deposit with the City within two weeks of the receipt by the Developer of the City's written request therefor. If the Developer fails to make any such additional deposit within such two-week period, the City is authorized to cease all work related to the formation of or annexation to the District and withhold further permits or approvals for the Project.

(d) The Deposits may be commingled with other funds of the City for purposes of investment and safekeeping, but the City shall at all times maintain records as to the expenditure of the Deposits.

(e) The City shall provide the Developer with a written monthly summary of expenditures made from the Deposits, and the unexpended balance thereof, within ten (10) business days of receipt by the City of a written request therefor submitted by the Developer, provided that the City shall not be required to provide a summary of expenditures more frequently than one time during each calendar month. The cost of providing any such summary shall be charged to the Deposits.

**SECTION 2. REIMBURSEMENT.** As provided in Section 53314.9 of the Act, if the qualified electors of the District do not approve the proposed levy of special tax, the City shall have no obligation to repay the Developer any portion

of the Deposits expended or encumbered to pay Initial Costs. In accordance with Section 53314.9 of the Act, if the qualified electors of the District do not approve the proposed levy of special tax, the City shall return without interest to the Developer any portion of the Deposits which have not been expended or encumbered to pay Initial Costs by the time of the election on said proposed levy of special tax and Developer shall not be entitled to develop or proceed with the Project until such time as the Property is included within a District and a special tax levied.

**SECTION 3.      AGREEMENT NOT DEBT OR LIABILITY OF CITY.** As provided in Section 53314.9(b) of the Act, this Agreement does not constitute a debt or liability of the City. The City shall not be obligated to advance any of its own funds to pay Initial Costs or any other costs incurred in connection with the formation of or annexation to the District, including the establishment of the RMA. No member of the City Council of the City and no officer, official, employee, or agent of the City shall to any extent be personally liable hereunder.

**SECTION 4.      ASSIGNMENT.** This Agreement or any right or duty hereunder may not be assigned by either the City or the Developer; provided, however, that Developer shall be entitled to assign its rights, duties, and obligations under this Agreement in connection with any sale, conveyance, or transfer of its interest in the Project.

**SECTION 5.**      **DISCLOSURE.** Developer covenants to the City that Developer shall provide, and shall by contract require developers or merchant builders who purchase all or portions of the Property from Developer to provide, (a) the “Notice of Special Tax” as required by Section 53341.5 of the Act or any similar successor statute and (b) a notice approved by the City to be distributed and signed by prospective purchasers in a form similar to the Notice of Special Tax (the “Information Notice”). Developer agrees to include a statement in the Notice of Special Tax and/or the Information Notice that prospective purchasers acknowledge that due to the RMA and timing of the close of escrow, the special tax levy may not be levied in time to appear on the initial property tax bill for such purchaser. Developer further covenants to send copies to the City of such executed Notices within thirty (30) days after execution by a prospective purchaser. Developer expressly acknowledges that City and the District shall have no duty or obligation and shall incur no liability, jointly or severally, with respect to the foregoing covenant of Developer.

**SECTION 6.**      **MUTUAL ASSISTANCE AND COOPERATION.** The City and Developer will assist one another mutually in the formation of or annexation to the District, the formulation of special taxes to be levied within the District, and both parties will mutually assist one another in otherwise undertaking and furthering the goals and objectives set forth in this Agreement.

**SECTION 7.      ACCEPTANCE OF LANDSCAPED AREAS AND  
STORM DRAIN FACILITIES.**

A.      City and Developer agree that it is in the best interest of the parties hereto that the landscape and storm drain facilities, which will be installed by Developer on the Property and dedicated to the City, shall be fully maintained by Developer at Developer's sole expense until at least fifty percent (50%) of the leasable area in the Project have received a certificate of occupancy from the City of Merced Inspection Services Department.

B.      Once the 50% threshold for occupancy and payment of District taxes has been met, the City shall notice Developer of the date that the City will accept the landscaped areas and storm drain facilities. On and after the date that the City actually accepts such landscaped areas and storm drain facilities, the District shall be responsible for the maintenance thereafter, except for any remaining warranty or maintenance work to be performed by the Developer, the Developer's surety or their respective agents.

**SECTION 8.      CITY TO PROVIDE ESTIMATED COSTS OF  
MAINTENANCE.** City shall provide Developer at the time that Developer believes the landscape and storm drain facilities meet City standards for acceptance an estimate of the cost of on-going maintenance and care. Developer shall provide City with the number of building permits already pulled and estimated to be pulled

for the next six months. City shall take these numbers and estimates and make an estimate of when there may be sufficient revenues to support acceptance of the landscape areas and storm drain facilities.

**SECTION 9.      CITY ACCEPTANCE OF LANDSCAPED AREAS AND STORM DRAIN FACILITIES.** Notwithstanding any language in this Agreement to the contrary, upon written request from the Developer, the City shall review the special tax revenue and determine if sufficient special tax revenues have been received by the City to support the on-going maintenance and care of the landscaped areas and storm drain facilities, City shall notify Developer of the date City will accept the landscaped areas and storm drain facilities and thereafter be responsible for the maintenance thereof, excepting any remaining warranty or guaranty work.

**SECTION 10.      NOTICES.** All written notices to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other addresses as such party may provide to the other parties in writing from time to time, namely:

Developer:	Merced Station, LLC
	774 Mays Blvd., Suite 10-499
	Incline Village, NV 89451

City: City of Merced  
678 West 18<sup>th</sup> Street  
Merced, CA 95340  
Attention: Planning Department

with a copy to: City of Merced  
678 West 18<sup>th</sup> Street  
Merced, CA 95340  
Attention: City Attorney

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request, or other communication hereunder shall be deemed delivered to the party to whom it is addressed:

- (a) If personally served or delivered, upon delivery,
- (b) If given by electronic communication, whether by telex, telegram or telecopier upon the sender's receipt of an appropriate answerback or other written acknowledgement,
- (c) If given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail,
- (d) If given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or
- (e) If given by any other means, upon delivery at the address specified in this Section.

**SECTION 11. ATTORNEYS' FEES.** In the event of the bringing of any action or suit by either party against the other arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees.

**SECTION 12. SEVERABILITY.** If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

**SECTION 13. BINDING ON SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors-in-interest and assigns of the parties hereto.

**SECTION 14. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to the matters provided for herein. There are no oral or written representations, understandings, undertakings or agreements which are not expressly referred to or contained herein, and any such representations, understandings, undertakings, or agreements are superseded by this Agreement.

**SECTION 15. AMENDMENTS.** This Agreement may be amended or modified only in writing signed by both parties.

**SECTION 16. GOVERNING LAW.** This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

**SECTION 17. USAGE OF WORDS.** As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

**SECTION 18. NO THIRD PARTY BENEFICIARIES.** Except as may be specifically provided herein to the contrary, no third party shall be the express or implied beneficiary of this Agreement or any of its provisions, no such third party may bring action at law or in equity with respect thereto.

**SECTION 19. VENUE.** Any action at law or in equity arising under this Agreement brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried exclusively in the Superior Court of the County of Merced, State of California, and the parties waive all provisions of law providing for the filing, removal or change of venue to any other Court.

**SECTION 20. APPROVAL OF AGREEMENT BY RESOLUTION.** This Agreement, pursuant to Section 53314.9 of the Act, shall only be effective if approved by City's City Council by Resolution thereof.

**SECTION 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 parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have executed this Deposit and Reimbursement Agreement as of the day and year written below.

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: K. Flores 2.20.18  
City Attorney Date

ACCOUNT DATA:

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

**DEVELOPER:**  
**MERCED STATION, LLC,**  
**A California Limited Liability**  
**Company**

By: Gregory Fish  
Gregory Fish

Its: Manager

TAX PAYER ID: 82-4026011

ADDRESS: 774 Mays Blvd., Suite 10  
PMB 449  
Incline Village, NV 89451

TELEPHONE: 925-324-3500

EMAIL:  
[Greg@universityvillagemerced.com](mailto:Greg@universityvillagemerced.com)

# COMMUNITY FACILITIES DISTRICT 2003-2 (SERVICES) IMPROVEMENT AREAS

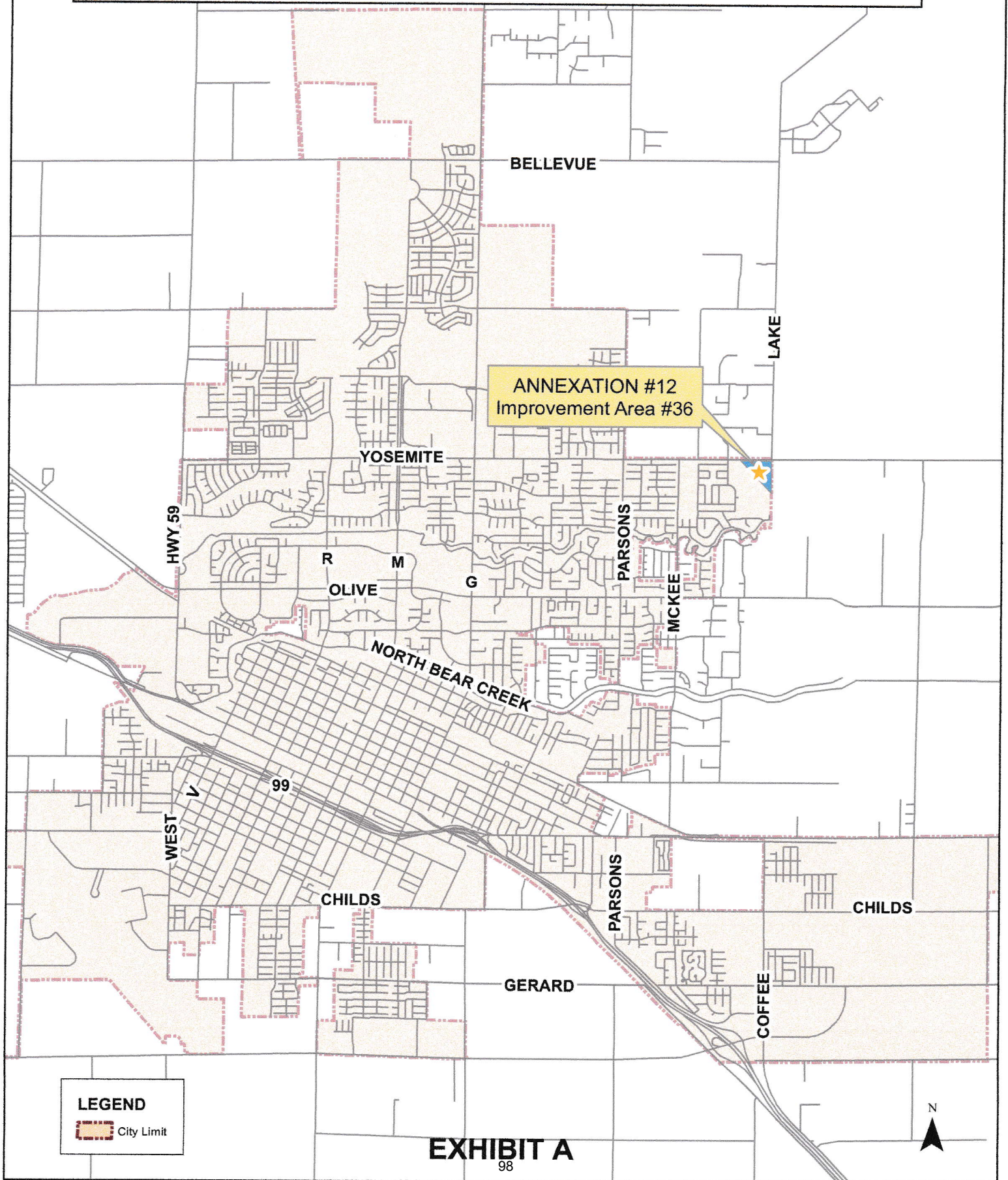


EXHIBIT A

## EXHIBIT A

Page 1 of 1

### Adjusted Parcel B, After adjustment

"Adjusted Parcel 2", as shown in Resolution #898 for Boundary Adjustment #06-04, recorded November 27, 2006 as Series No. 2006-079691 of official Records, Merced County, more particularly described as follows:

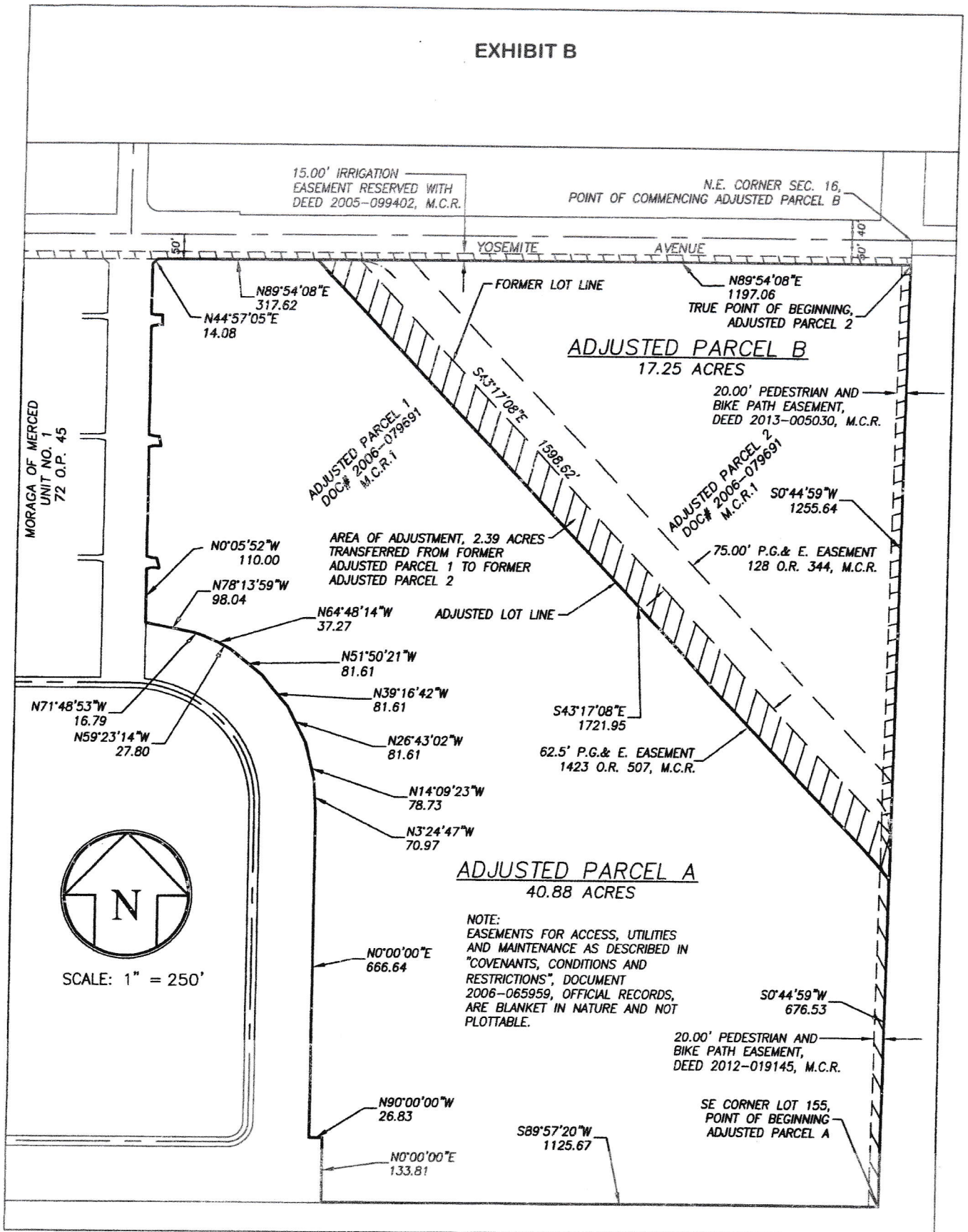
All that certain real property, being a portion of and situate in the northeast quarter of Section 16, Township 7 South, Range 14 East, Mount Diablo Meridian, City and County of Merced, State of California, more particularly described as follows:

COMMENCING at the Northeast corner of said Section;  
thence along the East line of said Section, South 00°44'59" West, a distance of 50.01 feet to a point on the South right-of-way line of Yosemite Avenue (90.00 feet wide) as shown on that certain subdivision, titled "MORAGA OF MERCED UNIT No. 1", filed for record in Volume 72 of Official Plats, at Pages 45 thru 56, Merced County Records and the TRUE POINT OF BEGINNING of this description;  
thence along said East line of Section 16, South 00°44'59" West, a distance of 1255.64 feet to the intersection with the Southwesterly line of a P.G. & E. easement (62.50 feet wide), filed for record on June 4, 1959 in Volume 1423 of Official Records, at Page 507, Merced County Records;  
thence leaving last said East line and along said Southwesterly line, North 43°17'08" West, a distance of 1721.95 feet to a point on said South right-of-way line of Yosemite Avenue, said point being 50.00 feet distant at right angles from the North line of said Section 16;  
4along said South right-of-way line, parallel with said North line, North 89°54'08" East, a distance of 1197.06 feet to the Point of Beginning.

Containing 17.25 Acres more or less



# EXHIBIT B



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MERCED, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF MERCED COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES), DECLARING ITS INTENTION TO ANNEX AREA TO SAID DISTRICT AND AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN SAID ANNEXATION, AND APPROVING A CERTAIN AGREEMENT RELATED THERETO**

WHEREAS, the City Council (the “Council”) of the City of Merced (the “City”), acting as the legislative body of the City of Merced Community Facilities District No. 2003-2 (Services) (the “District”), has received a written petition (the “Petition”) signed by the owner (the “Developer”) of certain real property within the City (the “Property”) requesting that the District institute proceedings for the annexation of the Property into the District; and

WHEREAS, the Council has considered the advisability and necessity of instituting proceedings to annex the Property to the District under and pursuant to the terms and provisions of Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, as now and hereafter amended (the “Act”), commonly known as the “Mello-Roos Community Facilities Act of 1982,” for the purpose of financing certain public services and maintenance, including but not limited to public safety services, landscape maintenance, park and parkway maintenance, street lighting maintenance and flood control services, and other services authorized pursuant to the Act and the City’s Municipal Code (the “Services”), which are necessary to meet increased demands placed on the City as a result of the development of the Property; and

WHEREAS, the Council intends to finance the Services that are in addition to those provided within the Property prior to the annexation to the District and do not supplant services already available within the Property, subject to the levy of a special tax to pay for the Services, being approved at an election to be held within the boundaries of said annexation; and

WHEREAS, pursuant to Section 53339 of the Act, having received such petition, it is appropriate for the Council to institute proceedings for the annexation of the Property to the District by adoption of a resolution of intention pursuant to Section 53339.3 and of the Act;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF MERCED COMMUNITY FACILITIES DISTRICT NO. 2003-02 (SERVICES), AS FOLLOWS:

Section 1. Community Facilities District. The name of the existing District is “City of Merced Community Facilities District No. 2003-2 (Services).” The boundaries of the existing District is more particularly described on those certain maps, entitled “Boundaries of City of Merced Community Facilities District No. 2003-2 (Services), City of Merced, County of Merced, State of California,” “Amended Boundary Map and Improvement Areas of City of

Merced Community Facilities District No. 2003-2 (Services) Annexation No. 1, City of Merced, County of Merced, State of California,” “Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 2, City of Merced, County of Merced, State of California,” “Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 3, City of Merced, County of Merced, State of California,” “Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 4, City of Merced, County of Merced, State of California,” “Amended Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 5, City of Merced, County of Merced, State of California,” “Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 6, City of Merced, County of Merced, State of California,” “Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 7, City of Merced, County of Merced, State of California,” “Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 8, City of Merced, County of Merced, State of California,” “Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 10, City of Merced, County of Merced, State of California,” and “Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 11, City of Merced, County of Merced, State of California,” on file with the City Clerk and the County Recorder of the County of Merced

Section 2.     Annexation No. 12. It is the intention of the Council and the Council hereby proposes to annex the Property to the District under and pursuant to the terms of the Act. The area to be annexed to the District shall be known and designated as “City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 12” (“Annexation No. 12”). The boundaries of the territory proposed for inclusion in Annexation No. 12, is more particularly described and shown on that certain map entitled “Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 12, City of Merced, County of Merced, State of California,” which map indicates by a boundary line the extent of the territory included in Annexation No. 12 and shall govern for all details as to the extent of Annexation No. 12 Said map is hereby approved and pursuant to Section 3110.5 of the Streets and Highways Code of the State of California, the City Clerk shall, after conforming with the other requirements of Section 3111 of said Code, endorse the certificate evidencing the date and adoption of this Resolution, and shall file the original of such map in his office, and not later than fifteen (15) days prior to the date of the public hearing set forth in Section 9 hereof shall file a copy of such map so endorsed with the County Recorder of the County of Merced.

Section 3.     Types of Services. The types of services proposed to be provided for Annexation No. 12, and in the future when annexed, the Future Annexation Area, include:

- (a)     Public safety services, including police and fire services;
- (b)     Landscape maintenance;
- (c)     Park and parkway maintenance; Street lighting maintenance;

(d) Flood control services; and

(e) Any other services hereafter enumerated and authorized pursuant to the Act or the City's Municipal Code,

which are in addition to those provided within the Property prior to annexation into the District, and do not supplant services already available within the territory proposed to be included in Annexation No. 12.

Section 4. Special Taxes. Except where funds are otherwise available, it is the intention of the Council to levy annually in accordance with procedures contained in the Act a special tax (the "Special Tax") sufficient to finance a portion of the cost of providing the Services that are in addition to those provided within the Property prior to annexation to the District and do not do not supplant services already available within the territory proposed to be included in Annexation No. 12, including Services which may be provided by the City or any maintenance district formed by the City for the benefit of properties within Annexation No. 12, the costs of administering the levy and collection of the Special Tax and all other costs of the levy of the Special Tax, including any foreclosure proceedings, legal, fiscal, and financial consultant fees, election costs, and all other administrative costs of the tax levy. The Special Tax will be secured by the recordation of a continuing lien against all taxable and nonexempt real property in Annexation No. 12.

The amended rates and methods of apportionment (the "RMA") and manner of collection of the Special Tax to be levied on parcels of taxable property within Annexation No. 12 shall be as described in detail and set forth in Exhibit "A" attached hereto and by this reference made a part hereof. The RMA provides sufficient detail to allow each owner of nonexempt real property within the proposed Annexation No. 12 to estimate the maximum amount that such person will have to pay of the Services.

The special tax levied within the existing District was levied for services attributable to each zone on an individual basis. Therefore, the inclusion of Annexation No. 12 into the District will not change the amount of the special tax to be levied on property within the existing District.

The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and as described in the RMA and such Special Tax is not levied on or based upon the value or ownership of real property.

Upon recordation of a notice of special tax lien pursuant to Sections 3117.5 of the Streets and Highways Code of the State of California, a continuing lien to secure each levy of the special taxes shall attach to all nonexempt real property in the proposed Annexation No. 12, and that lien shall continue in force and effect until collection of the special taxes ceases.

Section 5. Exempt Properties. Pursuant to Section 53340 of the Act, and except as provided in Section 53317.3 of the Act, properties of entities of the state, federal, and local governments shall be exempt from the levy of the Special Tax.

Section 6. Necessity. The Council finds that the proposed public services described in Section 3 hereof are necessary to meet increased demands placed upon the City as a result of new development occurring within the boundaries of the proposed Annexation No. 12.

Section 7. Advances of Funds or Work. The City may accept advances of funds from any sources, including private persons or private entities, and is authorized and directed to use such funds for any authorized purpose, including any cost incurred by the City in annexing property to the District. The City may enter into an agreement to repay all of such funds as are not expended or committed for any authorized purpose at the time of the election on the levy of the Special Tax, if the proposal to levy such tax should fail, and at its option to repay any or all of such funds advanced if the levy of the Special Tax shall be approved by the qualified electors of Annexation No. 12.

Section 8. Prohibition of Owner Contracts. Pursuant to Section 53329.5 of the Act, the Council finds that the public interest will not be served by allowing the Developer to enter into a contract in accordance with subdivision (a) of that section, and that such Developer shall not be permitted to elect to perform the work and enter into a written contract with the City for the provision of the Services pursuant to said Section 53329.5.

Section 9. Public Hearing. A public hearing (the “Hearing”) on the annexation of the Property to the District and the proposed rate and method of apportionment of the Special Tax shall be held at 6:00 p.m. on May 21, 2018, or as soon thereafter as practicable, in the City Council Chambers located at 678 West 18<sup>th</sup> Street, Merced, California. At the above-mentioned time and place for the Hearing, any persons interested, including taxpayers, property owners, registered voters within the existing District, and Annexation No. 12 may appear and be heard. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such Hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such Hearing. If written protests against Annexation No. 12 are filed by (a) fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing with the existing District, or (b) fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing with the Property to be annexed to the District, or (c) the owners of one-half (½) or more of the area of land included within the existing District, or (d) the owners of one-half (½) or more of the Property to be annexed to the District, the proceedings shall be abandoned. If said majority protest is limited to certain types of services or certain provisions of the special tax, those services or those provisions of the tax must be eliminated by the Council.

Section 10. Notice. The City Clerk is hereby directed to publish a notice (“Notice”) of the time and place of the Hearing as required by Section 53339.4 of the Act. Such Notice shall be published at least seven (7) days before the date of the Hearing, and shall contain the information required by said Section 53339.4.

Section 11. Report. The officers of the City who will be responsible for providing the proposed types of services to be provided within Annexation No. 12 if it is annexed to the District, shall study the proposed Annexation No. 12 and, at or before the time of the Hearing,

file a report or reports with the Council, and which is to be made a part of the record of the Hearing, containing a brief description of the additional public services by type which will in their opinion be required to adequately meet the needs of the proposed Annexation No. 12, and their estimate of the fair and reasonable cost of providing those public services and the incidental expenses to be incurred in connection therewith, including all costs associated with the annexation of the Property to the District, determination of the amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City with respect to the District.

Section 12. Description of Voting Procedures for the Proposed Annexation No. 12.

The voting procedures to be followed in conducting the special election on the proposition with respect to the levy of special taxes on the land within Annexation No. 12 to fund the Services, if the District is established and such special election (the "Election") are held, shall be as follows:

(a) If at least 12 persons have been registered to vote within the territory of the proposed Annexation No. 12 for each of the ninety (90) days preceding the close of the Hearing, the vote in the Election shall be by the registered voters of Annexation No. 12 with each voter having one vote. In that event, the Election shall be conducted by the City Clerk (the "Election Official") and shall be held on a date selected by the Council in conformance with the provisions of Sections 53339.7 and 53326 of the Act and pursuant to the provisions of the Elections Code of the State of California governing elections of cities, insofar as they may be applicable, and pursuant to said Sections 53339.7 and 53326 the ballots for the Election shall be distributed to the qualified electors of Annexation No. 12 by mail with return postage prepaid, and the Election shall be conducted as a mail ballot election.

(b) If at the time of the close of the Hearing, and for at least the preceding ninety (90) days, less than 12 persons have been registered to vote within the territory of Annexation No. 12, and pursuant to Sections 53339.7 and 53326 of the Act, the vote is therefore to be by the landowners of Annexation No. 12, with each landowner of record at the close of the Hearing having one vote for each acre or portion of an acre of land that he or she owns within Annexation No. 12, the Election shall be conducted by the Election Official as follows:

(1) The Election shall be held on the earliest date, following the Public Hearing and adoption of a resolution submitting the proposition of the levy of special taxes to fund the Services, upon which such Election can be held pursuant to said Section 53339.7 which may be selected by the Council, or such earlier date as the owners of land within Annexation No. 12 and the Election Official agree and concur is acceptable.

(2) Pursuant to said Sections 53339.7 and 53326, the Election may be held earlier than ninety (90) days following the close of the Hearing if the qualified electors of Annexation No. 12 waive the time limits for conducting the elections set forth in said Sections 53339.7 and 53326 by unanimous written consent and the Election Official concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to said Sections 53339.7 and 53326, ballots for the Election shall be distributed to the qualified electors by the Election Official by mail with return postage prepaid, or by personal service.

(4) Pursuant to applicable sections of the Elections Code of the State of California governing the conduct of mail ballot elections of cities, and the City, the Election Official shall, among other things, mail or deliver or cause to be mailed or delivered to each qualified elector an official ballot in a form specified by the Council in the resolutions calling the Election, and a return identification envelope with prepaid postage thereon addressed to the Election Official for returning voted official ballots.

(5) The official ballot to be mailed or delivered by the Election Official to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot.

(6) The return identification envelope mailed or delivered by the Election Official to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the Election Official.

(7) The instruction to voter form to be mailed or delivered by the Election Official to the landowner-voters shall inform them that the official ballots shall be returned to the Election Official properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by the hour on the date of the Election which is specified by the Election Official for the receipt of ballots; provided that if all qualified voters have voted, the Election may be closed by the Election Official.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the Election, the Election Official shall canvass the votes cast in the Election, and shall file a statement with the Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

The procedures set forth in this section for conducting the Election, if held, may be modified as the Council may determine to be necessary or desirable.

Section 13. Deposit Agreement. The proposed form of Deposit and Reimbursement Agreement for Community Services District No. 2003-02 (Services), (the "Deposit Agreement"), by and among the Developer, the City of Merced and the District, in substantially the form presented at this meeting, are hereby approved. The City Manager, or his authorized designee, and the City Clerk are hereby authorized and directed, on the District's behalf, to execute, attest and deliver the Deposit Agreement, in substantially said form, with such additions thereto or changes therein as recommended or approved by the City Manager, or his designee, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Deposit Agreement by the District.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF MERCED, acting as the  
legislative body of the CITY OF MERCED  
COMMUNITY FACILITIES DISTRICT  
NO. 2003-02 (SERVICES)

---

Mayor

ATTEST:

---

City Clerk of the City of Merced

APPROVED AS TO FORM:



---

City Attorney of the City of Merced

STATE OF CALIFORNIA                    )  
COUNTY OF MERCED                    ) ss.  
CITY OF MERCED                        )

I, \_\_\_\_\_, City Clerk of the City of Merced, do hereby certify that the foregoing Resolution was duly adopted by the City Council of said City, acting as the legislative body of the District, at a \_\_\_\_\_ meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
City Clerk of the City of Merced

**EXHIBIT A**  
**AMENDED RATE AND METHOD OF APPORTIONMENT**  
**OF SPECIAL TAX**

## EXHIBIT A

### CITY OF MERCED COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES)

#### AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX (as of April 16, 2018)

---

A Special Tax applicable to each Assessor Parcel in the City of Merced Community Facilities District No. 2003-2 (Services) shall be levied and collected according to the tax liability determined by the City of Merced or its designee, through the application of this Amended Rate and Method of Apportionment of Special Tax. All of the property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless otherwise provided for the annexed property.

#### SECTION A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

**“Acre” or “Acreage”** means the land area of an Assessor Parcel as shown on an Assessor Parcel map, or if the land area is not shown on an Assessor Parcel map, the land area shown on the applicable final map or other parcel map recorded with the County.

**“Act”** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

**“Administrative Expenses”** means any or all of the following: the expenses of the CFD or the City in carrying out its duties for the CFD, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its counsel, costs related to annexing property into the CFD, and all other costs and expenses of the CFD or the City in any way related to the establishment or administration of the CFD.

**“Administrator”** means the person or firm designated by the CFD or the City to administer the Special Tax according to the Rate and Method.

**“Annexation #1”** means the date the owners of Assessor Parcels in Improvement Area #3 and Improvement Areas #9 through #15 elected to annex into the CFD.

**“Annexation #2”** means the date the owners of Assessor Parcels in Improvement Area #7 elected to annex into the CFD.

**"Annexation #3"** means the date the owners of Assessor Parcels in Improvement Areas #16 through #22 elected to annex into the CFD.

**"Annexation #4"** means the date the owners of Assessor Parcels in Improvement Areas #23 through #25 and Improvement Area #27 elected to annex into the CFD.

**"Annexation #5"** means the date the owners of Assessor Parcels in Improvement Area #26 elected to annex into the CFD.

**"Annexation #6"** means the date the owners of Assessor Parcels in Improvement Area #28 elected to annex into the CFD.

**"Annexation #7"** means the date the owners of Assessor Parcels in Improvement Areas #29 through #31 elected to annex into the CFD.

**"Annexation #8"** means the date the owners of Assessor Parcels in Improvement Area #32 elected to annex into the CFD.

**"Annexation #9"** means the date the owners of Assessor Parcels in Improvement Area #33 elected to annex into the CFD.

**"Annexation #10"** means the date the owners of Assessor Parcels in Improvement Area #34 elected to annex into the CFD.

**"Annexation #11"** means the date the owners of Assessor Parcels in Improvement Area #35 elected to annex into the CFD.

**"Annexation #12"** means the date the owners of Assessor Parcels in Improvement Area #36 elected to annex into the CFD.

**"Assessor Parcel"** means a lot or parcel with an assigned County Assessor's Parcel number shown on a County Assessor's Parcel map.

**"Average Increase"** means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.

**"CFD"** means the City of Merced Community Facilities District No. 2003-2.

**"CFD Formation"** means the date the owners of Assessor Parcels in Improvement Areas #1 through #6 elected to form the CFD.

**"City"** means the City of Merced.

**"City Council"** means the council of the City of Merced, acting as the legislative body of the CFD.

**"County"** means the County of Merced.

**"Developed Property"** means all Taxable Property in the CFD for which a building permit for new construction was issued by the City prior to May 1 of the preceding Fiscal Year.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Improvement Area"** means one of the thirty-six (36) mutually exclusive geographic areas defined below and identified in Attachment 1 of this Rate and Method, and any subsequent Improvement Areas created to contain property annexed into the CFD after CFD Formation.

**"Improvement Area #1"** means the geographic area that, at CFD Formation and Annexation #2, was generally known as the Bellevue Ranch East (Phases 1 and 2) project and is specifically identified in Attachment 1 hereto as Improvement Area #1.

**"Improvement Area #2"** means the geographic area that, at CFD Formation, was generally known as the Compass Pointe project and is specifically identified in Attachment 1 hereto as Improvement Area #2.

**"Improvement Area #3"** means the geographic area that, at CFD Formation, Annexation #1, and Annexation #3, was generally known as the Sandcastle project and is specifically identified in Attachment 1 hereto as Improvement Area #3.

**"Improvement Area #4"** means the geographic area that, at CFD Formation and Annexation #2, was generally known as the Bright Development project and is specifically identified in Attachment 1 hereto as Improvement Area #4.

**"Improvement Area #5"** means the geographic area that, at CFD Formation and Annexation #2, was generally known as the Renaissance project and is specifically identified in Attachment 1 hereto as Improvement Area #5.

**"Improvement Area #6"** means the geographic area that, at CFD Formation, was generally known as the Big Valley project and is specifically identified in Attachment 1 hereto as Improvement Area #6.

**"Improvement Area #7"** means the geographic area that, at Annexation #2, was generally known as the Bellevue Ranch West project and is specifically identified in Attachment 1 hereto as Improvement Area #7.

**"Improvement Area #8"** is intentionally excluded.

**"Improvement Area #9"** means the geographic area that, at Annexation #1, was generally known as the University Park Residential project and is specifically identified in Attachment 1 hereto as Improvement Area #9.

**"Improvement Area #10"** means the geographic area that, at Annexation #1, was generally known as the Tuscany project and is specifically identified in Attachment 1 hereto as Improvement Area #10.

**"Improvement Area #11"** means the geographic area that, at Annexation #1, was generally known as the Provance project and is specifically identified in Attachment 1 hereto as Improvement Area #11.

**"Improvement Area #12"** means the geographic area that, at Annexation #1, was generally known as the Promenade project and is specifically identified in Attachment 1 hereto as Improvement Area #12.

**"Improvement Area #13"** means the geographic area that, at Annexation #1, was generally known as the Alfarata Ranch Unit 2 project and is specifically identified in Attachment 1 hereto as Improvement Area #13.

**"Improvement Area #14"** means the geographic area that, at Annexation #1 and Annexation #2, was generally known as the Franco project and is specifically identified in Attachment 1 hereto as Improvement Area #14.

**"Improvement Area #15"** means the geographic area that, at Annexation #1, was generally known as the Cottages project and is specifically identified in Attachment 1 hereto as Improvement Area #15.

**"Improvement Area #16"** means the geographic area that, at Annexation #3, was generally known as the Tuscany East project and is specifically identified in Attachment 1 hereto as Improvement Area #16.

**"Improvement Area #17"** means the geographic area that, at Annexation #3, was generally known as the Hartley Crossings project and is specifically identified in Attachment 1 hereto as Improvement Area #17.

**"Improvement Area #18"** means the geographic area that, at Annexation #3, was generally known as The Crossing at River Oaks project and is specifically identified in Attachment 1 hereto as Improvement Area #18.

**"Improvement Area #19"** means the geographic area that, at Annexation #3, was generally known as the Mohamed Apartments project and is specifically identified in Attachment 1 hereto as Improvement Area #19.

**"Improvement Area #20"** means the geographic area that, at Annexation #3, was generally known as the Sunnyview Apartments project and is specifically identified in Attachment 1 hereto as Improvement Area #20.

**"Improvement Area #21"** means the geographic area that, at Annexation #3, was generally known as the University Park II project and is specifically identified in Attachment 1 hereto as Improvement Area #21.

**"Improvement Area #22"** means the geographic area that, at Annexation #3, was generally known as the Moraga of Merced Lakemont Homes project and is specifically identified in Attachment 1 hereto as Improvement Area #22.

**"Improvement Area #23"** means the geographic area that, at Annexation #4, was generally known as the Mission Ranch project and is specifically identified in Attachment 1 hereto as Improvement Area #23.

**"Improvement Area #24"** means the geographic area that, at Annexation #4, was generally known as the Cypress Terrace (Phases 6 and 7) project and is specifically identified in Attachment 1 hereto as Improvement Area #24.

**"Improvement Area #25"** means the geographic area that, at Annexation #4, was generally known as the Cypress Terrace East project and is specifically identified in Attachment 1 hereto as Improvement Area #25.

**"Improvement Area #26"** means the geographic area that, at Annexation #5, was generally known as The Meadows project and is specifically identified in Attachment 1 hereto as Improvement Area #26.

**"Improvement Area #27"** means the geographic area that, at Annexation #4, was generally known as the Lantana Estates South project and is specifically identified in Attachment 1 hereto as Improvement Area #27.

**"Improvement Area #28"** means the geographic area that, at Annexation #6, was generally known as The Meadows #2 project and is specifically identified in Attachment 1 hereto as Improvement Area #28.

**"Improvement Area #29"** means the geographic area that, at Annexation #7, was generally known as the Paseo project and is specifically identified in Attachment 1 hereto as Improvement Area #29.

**"Improvement Area #30"** means the geographic area that, at Annexation #7, was generally known as the Highland Park project and is specifically identified in Attachment 1 hereto as Improvement Area #30.

**"Improvement Area #31"** means the geographic area that, at Annexation #7, was generally known as the Mercy Hospital project and is specifically identified in Attachment 1 hereto as Improvement Area #31.

**"Improvement Area #32"** means the geographic area that, at Annexation #8, was generally known as the Fahrens Park Plaza project and is specifically identified in Attachment 1 hereto as Improvement Area #32.

**"Improvement Area #33"** means the geographic area that, at Annexation #9, was generally known as the Mansionette Estates No. 5 project and is specifically identified in Attachment 1 hereto as Improvement Area #33.

**"Improvement Area #34"** means the geographic area that, at Annexation #10, was generally known as the Northview Professional Center project and is specifically identified in Attachment 1 hereto as Improvement Area #34.

**"Improvement Area #35"** means the geographic area that, at Annexation #11, was generally known as the Compass Pointe Apartments project and is specifically identified in Attachment 1 hereto as Improvement Area #35.

**"Improvement Area #36"** means the geographic area that, at Annexation #12, was generally known as the Merced Station project and is specifically identified in Attachment 1 hereto as Improvement Area #36.

**"Index or Indices"** means the Consumer Price Index (CPI) for the San Francisco All Urban Wage Earners Category and the National CPI.

**"Industrial Property"** means any Developed Property for which a building permit was issued for construction of a building that will be used primarily for warehousing, distribution, manufacturing, processing, or related activities, as determined by the Administrator using reasonable and established City zoning and other land use standards.

**"Maximum Special Tax"** means the greatest amount of Special Tax that can be levied in any Fiscal Year determined under this Rate and Method.

**"Multi-Family Residential Property"** means all Assessor Parcels of Developed Property for which a building permit was issued for construction of a residential structure with multiple Units, all of which are offered for rent to the general public and are not available for sale to individual owners.

**"Office Property"** means any Developed Property for which a building permit was issued for construction of a building that will be divided primarily into individual offices (including cubicles or other modular office space) for use by companies to conduct business, as determined by the Administrator using reasonable and established City zoning and other land use standards.

**"Other Property"** means any Developed Property that is not Single Family Residential Property, Multi-Family Residential Property, Retail Property, Office Property, or Industrial Property. Developed Property within Improvement Area #31 shall be categorized as Other Property.

**"Proportionately"** means, for Developed Property, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor Parcels of Developed Property.

**"Public Property"** means any CFD Assessor Parcels owned by or irrevocably offered for dedication to the United States of America, the State of California, the County, the City, or other local governments or public agencies.

**“Rate and Method”** means this Amended Rate and Method of Apportionment of Special Tax.

**“Retail Property”** means any Developed Property for which a building permit was issued for construction of a building that will include primarily commercial establishments which sell general merchandise, hard goods, personal services, and other items directly to consumers, including but not limited to travel agencies, hardware stores, food stores, automotive dealers, service stations, home furnishing stores, restaurants, bars, banks, repair shops, movie theaters, day care centers, and art galleries, as determined by the Administrator using reasonable and established City zoning and other land use standards.

**“Services”** means the services authorized to be financed, in whole or in part, by the Special Taxes in the CFD.

**“Single Family Residential Property”** means any Developed Property for which a building permit was issued for construction of: (i) a Unit that does not share a common wall with another Unit; or (ii) two or more Units that share common walls and are initially offered for sale to individual owners, including condominiums as defined under California Civil Code 1351.

**“Special Tax”** means any tax levied in the CFD pursuant to the Rate and Method.

**“Special Tax Requirement”** means the amount necessary in any Fiscal Year to: (i) pay the cost of the Services; (ii) create a sinking fund for Services that could not otherwise be funded in a given Fiscal Year; (iii) cure any delinquencies in the payment of Special Taxes which have occurred in the prior Fiscal Year or, based on existing delinquencies in the payment of Special Taxes, are expected to occur in the Fiscal Year in which the tax will be collected; and (iv) pay Administrative Expenses.

**“Square Foot,” “Square Footage,” or “Square Feet”** means the floor area square footage reflected on the original construction building permit issued for construction of a Unit or a building of Retail Property, Office Property, Industrial Property, or Other Property and any Square Footage subsequently added to a Unit or a building of such Taxable Property after issuance of a building permit for expansion or renovation of such Unit or building.

**“Taxable Property”** means any Assessor Parcel within the CFD which is not exempt from the Special Tax by applicable law or Section F below.

**“Unit”** means a structure constructed primarily for human habitation, which may be an individual detached residential unit, an individual attached residential unit within a duplex, triplex, fourplex, townhome, or condominium structure, or an individual apartment unit.

## SECTION B. DATA FOR ANNUAL ADMINISTRATION

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor Parcel numbers of all Taxable Property. The Administrator shall also determine: (i) within which Improvement Area each Assessor Parcel is located; (ii) whether each Assessor Parcel is Developed Property; (iii) for Developed Property, which Assessor Parcels are Single Family Residential Property, Multi-Family Residential Property, Retail Property, Office Property, Industrial Property, and Other Property; (iv) also for Developed Property, the Unit or building Square Footage; and (v) the Special Tax Requirement.

## SECTION C. MAXIMUM SPECIAL TAX

### 1. *Special Tax Rates, Improvement Area #1 – Bellevue Ranch East (Phases 1 & 2)*

Table 1 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #1 of the CFD.

**TABLE 1**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #1 – BELLEVUE RANCH EAST (PHASES 1 & 2)**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$548 per Unit
Multi-Family Residential Property	\$476 per Unit
Retail Property	\$64 per 1,000 Square Feet of Building
Office Property	\$59 per 1,000 Square Feet of Building
Industrial Property	\$40 per 1,000 Square Feet of Building
Other Property	\$64 per 1,000 Square Feet of Building

2. *Special Tax Rates, Improvement Area #2 – Compass Pointe*

Table 2 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #2 of the CFD.

**TABLE 2**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #2 – COMPASS POINTE**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$644 per Unit
Multi-Family Residential Property	\$539 per Unit
Retail Property	\$110 per 1,000 Square Feet of Building
Office Property	\$103 per 1,000 Square Feet of Building
Industrial Property	\$68 per 1,000 Square Feet of Building
Other Property	\$110 per 1,000 Square Feet of Building

3. *Special Tax Rates, Improvement Area #3 - Sandcastle*

Table 3 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #3 of the CFD.

**TABLE 3**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #3 - SANDCASTLE**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$593 per Unit
Multi-Family Residential Property	\$512 per Unit
Retail Property	\$80 per 1,000 Square Feet of Building
Office Property	\$76 per 1,000 Square Feet of Building
Industrial Property	\$48 per 1,000 Square Feet of Building
Other Property	\$80 per 1,000 Square Feet of Building

4. *Special Tax Rates, Improvement Area #4 – Bright Development*

Table 4 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #4 of the CFD.

**TABLE 4**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #4 – BRIGHT DEVELOPMENT**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$609 per Unit
Multi-Family Residential Property	\$520 per Unit
Retail Property	\$89 per 1,000 Square Feet of Building
Office Property	\$84 per 1,000 Square Feet of Building
Industrial Property	\$54 per 1,000 Square Feet of Building
Other Property	\$89 per 1,000 Square Feet of Building

5. *Special Tax Rates, Improvement Area #5 - Renaissance*

Table 5 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #5 of the CFD.

**TABLE 5**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #5 - RENAISSANCE**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$489 per Unit
Multi-Family Residential Property	\$429 per Unit
Retail Property	\$43 per 1,000 Square Feet of Building
Office Property	\$37 per 1,000 Square Feet of Building
Industrial Property	\$29 per 1,000 Square Feet of Building
Other Property	\$43 per 1,000 Square Feet of Building

6. *Special Tax Rates, Improvement Area #6 – Big Valley*

Table 6 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #6 of the CFD.

**TABLE 6**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #6 – BIG VALLEY**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$524 per Unit
Multi-Family Residential Property	\$474 per Unit
Retail Property	\$40 per 1,000 Square Feet of Building
Office Property	\$40 per 1,000 Square Feet of Building
Industrial Property	\$22 per 1,000 Square Feet of Building
Other Property	\$40 per 1,000 Square Feet of Building

7. *Special Tax Rates, Improvement Area #7 – Bellevue Ranch West*

Table 7 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #7 of the CFD.

**TABLE 7**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #7 – BELLEVUE RANCH WEST**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$701 per Unit
Multi-Family Residential Property	\$600 per Unit
Retail Property	\$116 per 1,000 Square Feet of Building
Office Property	\$115 per 1,000 Square Feet of Building
Industrial Property	\$67 per 1,000 Square Feet of Building
Other Property	\$116 per 1,000 Square Feet of Building

8. *Special Tax Rates, Improvement Area #8 – Intentionally Excluded*

9. *Special Tax Rates, Improvement Area #9 – University Park Residential*

Table 9 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #9 of the CFD.

**TABLE 9**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #9 – UNIVERSITY PARK RESIDENTIAL**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$643 per Unit
Multi-Family Residential Property	\$544 per Unit
Retail Property	\$105 per 1,000 Square Feet of Building
Office Property	\$99 per 1,000 Square Feet of Building
Industrial Property	\$64 per 1,000 Square Feet of Building
Other Property	\$105 per 1,000 Square Feet of Building

**10. Special Tax Rates, Improvement Area #10 – Tuscany**

Table 10 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #10 of the CFD.

**TABLE 10  
MAXIMUM SPECIAL TAXES  
IMPROVEMENT AREA #10 – TUSCANY**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$480 per Unit
Multi-Family Residential Property	\$427 per Unit
Retail Property	\$35 per 1,000 Square Feet of Building
Office Property	\$31 per 1,000 Square Feet of Building
Industrial Property	\$23 per 1,000 Square Feet of Building
Other Property	\$35 per 1,000 Square Feet of Building

**11. Special Tax Rates, Improvement Area #11 - Provance**

Table 11 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #11 of the CFD.

**TABLE 11  
MAXIMUM SPECIAL TAXES  
IMPROVEMENT AREA #11 - PROVANCE**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$638 per Unit
Multi-Family Residential Property	\$542 per Unit
Retail Property	\$101 per 1,000 Square Feet of Building
Office Property	\$96 per 1,000 Square Feet of Building
Industrial Property	\$61 per 1,000 Square Feet of Building
Other Property	\$101 per 1,000 Square Feet of Building

12. *Special Tax Rates, Improvement Area #12 – Promenade*

Table 12 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #12 of the CFD.

**TABLE 12**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #12 – PROMENADE**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$438 per Unit
Multi-Family Residential Property	\$401 per Unit
Retail Property	\$14 per 1,000 Square Feet of Building
Office Property	\$12 per 1,000 Square Feet of Building
Industrial Property	\$10 per 1,000 Square Feet of Building
Other Property	\$14 per 1,000 Square Feet of Building

13. *Special Tax Rates, Improvement Area #13 – Alfarata Ranch Unit 2*

Table 13 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #13 of the CFD.

**TABLE 13**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #13 – ALFARATA RANCH UNIT 2**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$593 per Unit
Multi-Family Residential Property	\$471 per Unit
Retail Property	\$116 per 1,000 Square Feet of Building
Office Property	\$100 per 1,000 Square Feet of Building
Industrial Property	\$80 per 1,000 Square Feet of Building
Other Property	\$116 per 1,000 Square Feet of Building

**14. Special Tax Rates, Improvement Area #14 – Franco**

Table 14 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #14 of the CFD.

**TABLE 14**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #14 – FRANCO**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$504 per Unit
Multi-Family Residential Property	\$430 per Unit
Retail Property	\$57 per 1,000 Square Feet of Building
Office Property	\$49 per 1,000 Square Feet of Building
Industrial Property	\$40 per 1,000 Square Feet of Building
Other Property	\$57 per 1,000 Square Feet of Building

**15. Special Tax Rates, Improvement Area #15 – Cottages**

Table 15 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #15 of the CFD.

**TABLE 15**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #15 – COTTAGES**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2003-04<sup>1</sup></i>
Single Family Residential Property	\$631 per Unit
Multi-Family Residential Property	\$548 per Unit
Retail Property	\$87 per 1,000 Square Feet of Building
Office Property	\$86 per 1,000 Square Feet of Building
Industrial Property	\$50 per 1,000 Square Feet of Building
Other Property	\$87 per 1,000 Square Feet of Building

**16. Special Tax Rates, Improvement Area #16 – Tuscany East**

Table 16 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #16 of the CFD.

**TABLE 16**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #16 – TUSCANY EAST**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$572 per Unit
Multi-Family Residential Property	\$486 per Unit
Retail Property	\$77 per 1,000 Square Feet of Building
Office Property	\$70 per 1,000 Square Feet of Building
Industrial Property	\$50 per 1,000 Square Feet of Building
Other Property	\$77 per 1,000 Square Feet of Building

**17. Special Tax Rates, Improvement Area #17 – Hartley Crossings**

Table 17 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #17 of the CFD.

**TABLE 17**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #17 – HARTLEY CROSSINGS**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$528 per Unit
Multi-Family Residential Property	\$438 per Unit
Retail Property	\$73 per 1,000 Square Feet of Building
Office Property	\$61 per 1,000 Square Feet of Building
Industrial Property	\$52 per 1,000 Square Feet of Building
Other Property	\$73 per 1,000 Square Feet of Building

**18. Special Tax Rates, Improvement Area #18 – The Crossing at River Oaks**

Table 18 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #18 of the CFD.

**TABLE 18**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #18 – THE CROSSING AT RIVER OAKS**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$639 per Unit
Multi-Family Residential Property	\$529 per Unit
Retail Property	\$110 per 1,000 Square Feet of Building
Office Property	\$100 per 1,000 Square Feet of Building
Industrial Property	\$71 per 1,000 Square Feet of Building
Other Property	\$110 per 1,000 Square Feet of Building

**19. Special Tax Rates, Improvement Area #19 – Mohamed Apartments**

Table 19 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #19 of the CFD.

**TABLE 19**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #19 – MOHAMED APARTMENTS**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$433 per Unit
Multi-Family Residential Property	\$408 per Unit
Retail Property	Not Applicable
Office Property	Not Applicable
Industrial Property	Not Applicable
Other Property	Not Applicable

**20. Special Tax Rates, Improvement Area #20 – Sunnyview Apartments**

Table 20 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #20 of the CFD.

**TABLE 20**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #20 – SUNNYVIEW APARTMENTS**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$433 per Unit
Multi-Family Residential Property	\$408 per Unit
Retail Property	Not Applicable
Office Property	Not Applicable
Industrial Property	Not Applicable
Other Property	Not Applicable

**21. Special Tax Rates, Improvement Area #21 – University Park II**

Table 21 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #21 of the CFD.

**TABLE 21**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #21 – UNIVERSITY PARK II**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$691 per Unit
Multi-Family Residential Property	\$548 per Unit
Retail Property	\$149 per 1,000 Square Feet of Building
Office Property	\$133 per 1,000 Square Feet of Building
Industrial Property	\$98 per 1,000 Square Feet of Building
Other Property	\$149 per 1,000 Square Feet of Building

22. *Special Tax Rates, Improvement Area #22 – Moraga of Merced Lakemont Homes*

Table 22 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #22 of the CFD.

**TABLE 22**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #22 – MORAGA OF MERCED LAKEMONT HOMES**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$752 per Unit
Multi-Family Residential Property	\$623 per Unit
Retail Property	\$147 per 1,000 Square Feet of Building
Office Property	\$140 per 1,000 Square Feet of Building
Industrial Property	\$89 per 1,000 Square Feet of Building
Other Property	\$147 per 1,000 Square Feet of Building

23. *Special Tax Rates, Improvement Area #23 – Mission Ranch*

Table 23 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #23 of the CFD.

**TABLE 23**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #23 – MISSION RANCH**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$774 per Unit
Multi-Family Residential Property	\$595 per Unit
Retail Property	\$194 per 1,000 Square Feet of Building
Office Property	\$174 per 1,000 Square Feet of Building
Industrial Property	\$128 per 1,000 Square Feet of Building
Other Property	\$194 per 1,000 Square Feet of Building

**24. Special Tax Rates, Improvement Area #24 – Cypress Terrace (Phases 6 and 7)**

Table 24 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #24 of the CFD.

**TABLE 24**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #24 – CYPRESS TERRACE (PHASES 6 AND 7)**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$728 per Unit
Multi-Family Residential Property	\$606 per Unit
Retail Property	\$137 per 1,000 Square Feet of Building
Office Property	\$130 per 1,000 Square Feet of Building
Industrial Property	\$83 per 1,000 Square Feet of Building
Other Property	\$137 per 1,000 Square Feet of Building

**25. Special Tax Rates, Improvement Area #25 – Cypress Terrace East**

Table 25 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #25 of the CFD.

**TABLE 25**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #25 – CYPRESS TERRACE EAST**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$914 per Unit
Multi-Family Residential Property	\$737 per Unit
Retail Property	\$218 per 1,000 Square Feet of Building
Office Property	\$209 per 1,000 Square Feet of Building
Industrial Property	\$131 per 1,000 Square Feet of Building
Other Property	\$218 per 1,000 Square Feet of Building

26. *Special Tax Rates, Improvement Area #26 – The Meadows*

Table 26 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #26 of the CFD.

**TABLE 26**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #26 – THE MEADOWS**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$947 per Unit
Multi-Family Residential Property	\$743 per Unit
Retail Property	\$225 per 1,000 Square Feet of Building
Office Property	\$215 per 1,000 Square Feet of Building
Industrial Property	\$135 per 1,000 Square Feet of Building
Other Property	\$225 per 1,000 Square Feet of Building

27. *Special Tax Rates, Improvement Area #27 – Lantana Estates South*

Table 27 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #27 of the CFD.

**TABLE 27**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #27 – LANTANA ESTATES SOUTH**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$834 per Unit
Multi-Family Residential Property	\$700 per Unit
Retail Property	\$166 per 1,000 Square Feet of Building
Office Property	\$164 per 1,000 Square Feet of Building
Industrial Property	\$95 per 1,000 Square Feet of Building
Other Property	\$166 per 1,000 Square Feet of Building

28. *Special Tax Rates, Improvement Area #28 – The Meadows #2*

Table 28 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #28 of the CFD.

**TABLE 28**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #28 – THE MEADOWS #2**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$947 per Unit
Multi-Family Residential Property	\$743 per Unit
Retail Property	\$225 per 1,000 Square Feet of Building
Office Property	\$215 per 1,000 Square Feet of Building
Industrial Property	\$135 per 1,000 Square Feet of Building
Other Property	\$225 per 1,000 Square Feet of Building

29. *Special Tax Rates, Improvement Area #29 – Paseo*

Table 29 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #29 of the CFD.

**TABLE 29**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #29 – PASEO**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$1,008 per Unit
Multi-Family Residential Property	\$762 per Unit
Retail Property	\$294 per 1,000 Square Feet of Building
Office Property	\$271 per 1,000 Square Feet of Building
Industrial Property	\$186 per 1,000 Square Feet of Building
Other Property	\$294 per 1,000 Square Feet of Building

**30. Special Tax Rates, Improvement Area #30 – Highland Park**

Table 30 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #30 of the CFD.

**TABLE 30**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #30 – HIGHLAND PARK**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$650 per Unit
Multi-Family Residential Property	\$557 per Unit
Retail Property	\$97 per 1,000 Square Feet of Building
Office Property	\$93 per 1,000 Square Feet of Building
Industrial Property	\$58 per 1,000 Square Feet of Building
Other Property	\$97 per 1,000 Square Feet of Building

**31. Special Tax Rates, Improvement Area #31 – Mercy Hospital**

Table 31 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #31 of the CFD.

**TABLE 31**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #31 – MERCY HOSPITAL**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$172 per Unit
Multi-Family Residential Property	\$139 per Unit
Retail Property	\$59 per 1,000 Square Feet of Building
Office Property	\$62 per 1,000 Square Feet of Building
Industrial Property	\$30 per 1,000 Square Feet of Building
Other Property	\$59 per 1,000 Square Feet of Building

32. *Special Tax Rates, Improvement Area #32 – Fahrens Park Plaza*

Table 32 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #32 of the CFD.

**TABLE 32**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #32 – FAHRENS PARK PLAZA**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$988 per Unit
Multi-Family Residential Property	\$889 per Unit
Retail Property	\$161 per 1,000 Square Feet of Building
Office Property	\$181 per 1,000 Square Feet of Building
Industrial Property	\$71 per 1,000 Square Feet of Building
Other Property	\$181 per 1,000 Square Feet of Building

33. *Special Tax Rates, Improvement Area #33 – Mansionette Estates No. 5*

Table 33 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #33 of the CFD.

**TABLE 33**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #33 – MANSIONETTE ESTATES NO. 5**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$1,130 per Unit
Multi-Family Residential Property	\$957 per Unit
Retail Property	\$252 per 1,000 Square Feet of Building
Office Property	\$260 per 1,000 Square Feet of Building
Industrial Property	\$133 per 1,000 Square Feet of Building
Other Property	\$260 per 1,000 Square Feet of Building

**34. Special Tax Rates, Improvement Area #34 – Northview Professional Center**

Table 34 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #34 of the CFD.

**TABLE 34**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #34 – NORTHVIEW PROFESSIONAL CENTER**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$850 per Unit
Multi-Family Residential Property	\$742 per Unit
Retail Property	\$146 per 1,000 Square Feet of Building
Office Property	\$152 per 1,000 Square Feet of Building
Industrial Property	\$75 per 1,000 Square Feet of Building
Other Property	\$152 per 1,000 Square Feet of Building

**35. Special Tax Rates, Improvement Area #35 – Compass Pointe Apartments**

Table 35 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #35 of the CFD.

**TABLE 35**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #35 – COMPASS POINTE APARTMENTS**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$543 per Unit
Multi-Family Residential Property	\$479 per Unit
Retail Property	\$53 per 1,000 Square Feet of Building
Office Property	\$50 per 1,000 Square Feet of Building
Industrial Property	\$33 per 1,000 Square Feet of Building
Other Property	\$53 per 1,000 Square Feet of Building

**36. Special Tax Rates, Improvement Area #36 – Merced Station**

Table 36 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #36 of the CFD.

**TABLE 36**  
**MAXIMUM SPECIAL TAXES**  
**IMPROVEMENT AREA #36 – MERCED STATION**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2005-06<sup>1</sup></i>
Single Family Residential Property	\$580 per Unit
Multi-Family Residential Property	\$483 per Unit
Retail Property	\$89 per 1,000 Square Feet of Building
Office Property	\$78 per 1,000 Square Feet of Building
Industrial Property	\$59 per 1,000 Square Feet of Building
Other Property	\$89 per 1,000 Square Feet of Building

<sup>1</sup> *The Maximum Special Taxes will be more than the amounts listed in the tables above due to the annual CPI adjustment identified in Section C.37.*

**37. Special Tax Increases**

In January 2004, and each January thereafter, all figures shown in Tables 1 through 15 above shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

In January 2006, and each January thereafter, all figures shown in Tables 16 through 36 above shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

**SECTION D. METHOD OF LEVY**

Each Fiscal Year, the Special Tax shall be levied on all Assessor Parcels of Developed Property, separately for each Improvement Area, according to the steps outlined below.

**Step 1:** Determine for an Improvement Area the Special Tax Requirement, as defined in Section A above, for the Fiscal Year in which the Special Tax will be collected;

- Step 2:** Calculate the total Special Tax revenues that could be collected from Developed Property in the Improvement Area based on application of the Maximum Special Tax rates determined pursuant to Section C above;
- Step 3:** If the amount determined in Step 1 is greater than or equal to the amount calculated in Step 2, levy the Maximum Special Tax on all Assessor Parcels of Developed Property in the Improvement Area;
- Step 4:** If the amount determined in Step 1 is less than the amount calculated in Step 2, levy the Special Tax Proportionately on each Assessor Parcel of Developed Property in the Improvement Area so the amount of the Special Tax levy equals the Special Tax Requirement for that Fiscal Year.

## **SECTION E. COLLECTION**

Except as may be provided by the CFD or the City, and for delinquencies, the Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes. The Special Tax obligation applicable to an Assessor Parcel in the CFD may not be prepaid and the obligation of the Assessor Parcel to pay the Special Tax may not be permanently satisfied.

## **SECTION F. EXEMPTIONS**

Notwithstanding any other provision of this Rate and Method, no Special Tax shall be levied on Public Property, except as otherwise provided in the Act.

## **SECTION G. INTERPRETATION**

The Administrator may interpret this Rate and Method as necessary to clarify any inconsistency, vagueness, or ambiguity.

## **SECTION H. APPEALS**

Appeals of any claim of incorrect computation of Special Tax or application of this Rate and Method may be made by the owner of an Assessor Parcel or such owner's duly-authorized representative by filing a written notice of appeal with the Administrator not later than thirty (30) days after having paid the disputed Special Tax. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner (or representative), consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision, the owner may then file a written appeal with the Council, whose decision shall be final. If the decision of the Administrator or the Council requires the Special Tax to be modified or changed in favor of the property owner,

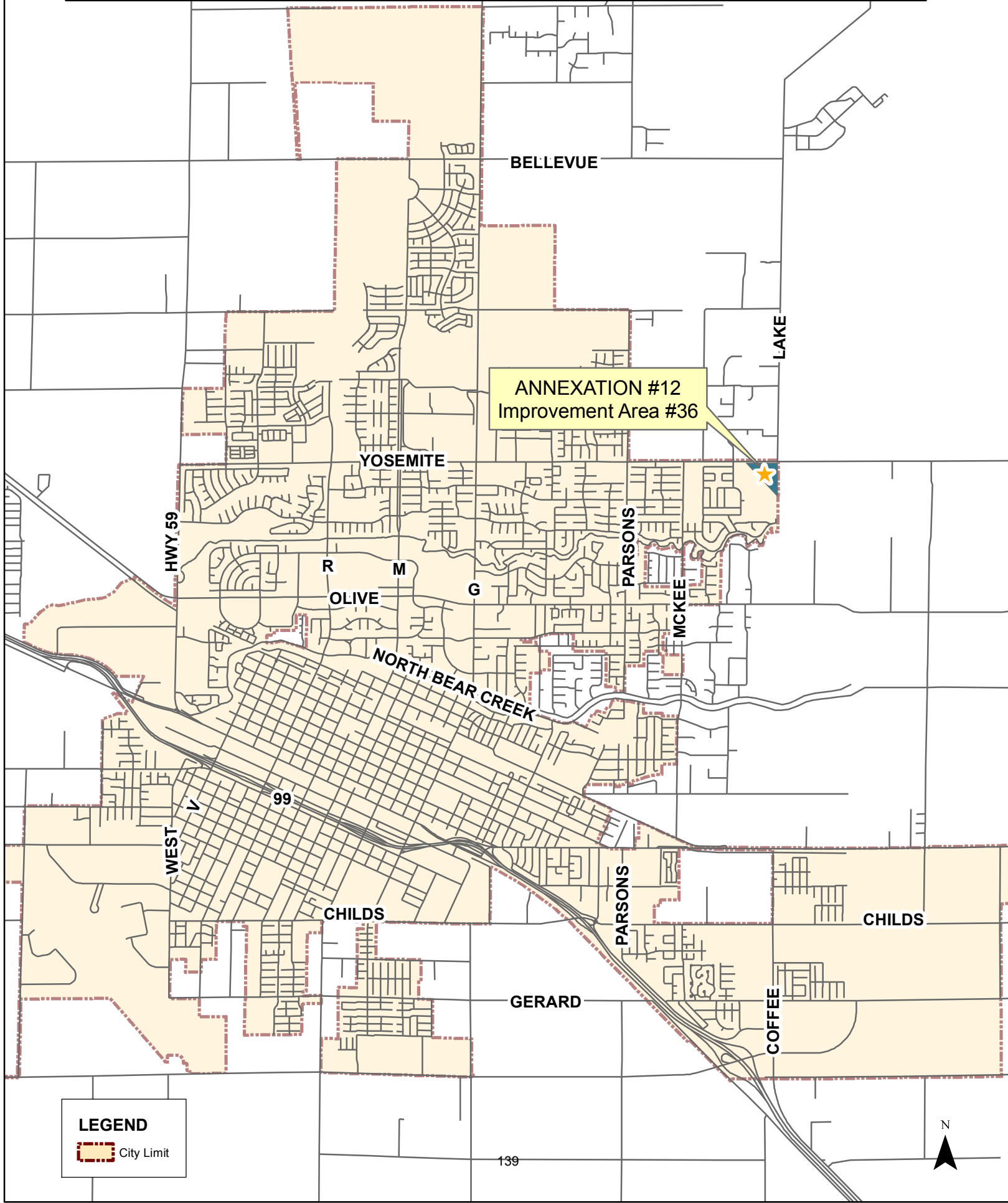
no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies) as appropriate. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

**ATTACHMENT 1**

**BOUNDARY MAP  
AND IMPROVEMENT AREAS OF  
CITY OF MERCED  
COMMUNITY FACILITIES DISTRICT NO. 2003-2  
(SERVICES)**

**(to come from City)**

**COMMUNITY FACILITIES DISTRICT 2003-2 (SERVICES)  
IMPROVEMENT AREAS**



**Table 1**  
**City of Merced Services CFD Annexation #12**  
**Project Specific Analysis**  
**Project Land Use and Services Data**

Land Use	Merced Station
<hr/>	
<u>Residential (Dwelling Units)</u>	
Single Family	0
Multi-Family	225
<u>Non-Residential (Square Feet)</u>	
Retail	6,600
Office	0
Industrial	0
<u>Other</u>	
Full Landscaped Acres	0.28
Basin/Partial Landscaped Acres	0.00
Storm Drainage Miles	0.14
Bike Path Square Footage	0
Street Lights	4

Sources: City of Merced; Goodwin Consulting Group, Inc.

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**Table 2**  
**City of Merced Services CFD Annexation #12**  
**Project Specific Analysis**  
**City Cost and Allocation Data**

	Landscaping Maintenance	Storm Drainage Maintenance
<b>Expenditures /1</b>	\$341,749	\$464,196
<b>Dwelling Unit Equivalents (DUEs)</b>		
<u>Residential DUEs (per Dwelling Unit)</u>		
Single Family	1.00	1.00
Multi-Family	0.88	0.33
<u>Non-Residential DUEs (per 1,000 SF)</u>		
Retail	0.28	0.77
Office	0.32	0.64
Industrial	0.12	0.55
<b>Cost Factors /2</b>		
Landscaped Acres	17	
Storm Drainage Miles		36
Annual Cost per Acre (Full Landscape)	\$26,134	
Annual Cost per Storm Drainage Mile		\$16,763
<b>Additional Cost Factors /2</b>		
Annual Cost per Acre (Basin/Partial Landscape) /3	\$19,600	
Annual Bike Path Maintenance Cost per Square Foot	\$0.25	
Annual Street Light Maintenance Cost per Street Light	\$136	
Annual Storm Pump Maintenance Cost		\$17,680
Annual Basin Maintenance Cost		\$5,200

/1 Expenditures include costs associated with the following budget categories: personnel, supplies and services, non-capital acquisitions, administrative, and interdepartmental services.

/2 A 30% factor is added to each cost to account for the effects of prevailing wage.

/3 Equals 75% of the cost per full landscaped acre.

Sources: City of Merced 2005-06 Annual Budget; City of Merced; City of Merced Public Facilities Financing Plan; DPGF; Goodwin Consulting Group, Inc.

3/14/2018

**Table 3**  
**City of Merced Services CFD Annexation #12**  
**Project Specific Analysis**  
**Landscaping, Street Light, and Basin Maintenance**

	Merced Station
<hr/>	
<b>Land Uses &amp; DUEs</b>	
<u>Residential (Dwelling Units)</u>	
Single Family	0
Multi-Family	225
<u>Non-Residential (Square Feet)</u>	
Retail	6,600
Office	0
Industrial	0
Dwelling Unit Equivalents	200
<hr/>	
<b>Annual Costs</b>	
Full Landscape	\$7,391
Street Light Maintenance	\$542
Basin/Partial Landscape	\$0
Bike Path Maintenance	\$0
<b>Total Cost</b>	<hr/> \$7,934
<b>Cost per DUE</b>	\$40
<b>Special Tax Rates</b>	
<u>Residential (per Dwelling Unit)</u>	
Single Family	\$40
Multi-Family	\$35
<u>Non-Residential (per 1,000 SF)</u>	
Retail	\$11
Office	\$13
Industrial	\$5
<hr/>	
<b>Annual Special Tax Revenue</b>	
<u>Residential</u>	
Single Family	\$0
Multi-Family	\$7,860
<u>Non-Residential</u>	
Retail	\$73
Office	\$0
Industrial	\$0
<b>Total Revenue</b>	<hr/> \$7,934

**Table 4**  
**City of Merced Services CFD Annexation #12**  
**Project Specific Analysis**  
**Storm Drainage Maintenance**

	Merced Station
<hr/>	
<b>Land Uses &amp; DUEs</b>	
<u>Residential (Dwelling Units)</u>	
Single Family	0
Multi-Family	225
<u>Non-Residential (Square Feet)</u>	
Retail	6,600
Office	0
Industrial	0
Dwelling Unit Equivalents	78
<hr/>	
<b>Annual Costs</b>	
Storm Drain Maintenance	\$2,299
Share of Summer Creek Storm Pump & Moraga Basin /1	\$3,794
<b>Total Cost</b>	<u>\$6,092</u>
<b>Total Cost per DUE</b>	\$78
<b>Special Tax Rates</b>	
<u>Residential (per Dwelling Unit)</u>	
Single Family	\$78
Multi-Family	\$25
<u>Non-Residential (per 1,000 SF)</u>	
Retail	\$60
Office	\$50
Industrial	\$43
<hr/>	
<b>Annual Special Tax Revenue</b>	
<u>Residential</u>	
Single Family	\$0
Multi-Family	\$5,698
<u>Non-Residential</u>	
Retail	\$395
Office	\$0
Industrial	<u>\$0</u>
<b>Total Revenue</b>	\$6,092

/1 14.8% of the storm pump maintenance cost and 22.7% of the basin maintenance cost is associated with University Village at Lake.

**Table 5**  
**City of Merced Services CFD Annexation #12**  
**Project Specific Analysis**  
**Total Special Taxes (FY 2005-06)**

Land Use	Merced Station
<b>Citywide Services</b>	
<u>Residential (per Dwelling Unit)</u>	
Single Family	\$433
Multi-Family	\$408
<u>Non-Residential (per 1,000 SF)</u>	
Retail	\$0
Office	\$0
Industrial	\$0
<b>Project-Specific Services /1</b>	
<u>Residential (per Dwelling Unit)</u>	
Single Family	\$147
Multi-Family	\$75
<u>Non-Residential (per 1,000 SF)</u>	
Retail	\$89
Office	\$78
Industrial	\$59
<b>Total - All Services</b>	
<u>Residential (per Dwelling Unit)</u>	
Single Family	\$580
Multi-Family	\$483
<u>Non-Residential (per 1,000 SF)</u>	
Retail	\$89
Office	\$78
Industrial	\$59

/1 A 25% factor is added to each project specific special tax to account for a cost contingency and a sinking fund component to build a reserve for equipment and facility replacement, as well as annual administration.



## ADMINISTRATIVE REPORT

Agenda Item I.9.

Meeting Date: 4/16/2018

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

**SUBJECT:** Street Closure Request #18-07 (Tsunami Collaboration, with Merced Main Street Association, for Use of City Streets for the Lao New Year Celebration event)

### REPORT IN BRIEF

The Tsunami Collaboration, with co-sponsor Merced Main Street Association, request the use of City streets for a celebration of the Lao culture, to include a parade, on Saturday, April 28, 2018, from 9:00 a.m. to 6:00 p.m.

### RECOMMENDATION

**City Council** - Adopt a motion approving the street closures of W. Main Street between H and M Streets and Canal Street between W. Main and W. 18<sup>th</sup> Street, and the use of a portion of City Parking Lot #6 on Saturday, April 28, 2018, from 9:00 a.m. to 6:00 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), as follows:

“21101. Local authorities, for those highways under their jurisdiction, may adopt rules and regulations by ordinance or resolution on the following matters:

(e) Temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.”

### CITY COUNCIL PRIORITIES

Not applicable.

## DISCUSSION

### Requested Streets

The specific streets and times of closure for this two-part event to be held on Saturday, April 28, 2018, are listed as follows:

#### *Street Closure with Vendor Fair:*

- Streets: W. Main Street, between H Street and Martin Luther King Jr. Way (Attachment 2).
- Parking lot: A portion of City Parking Lot #6
- Closure time requested: 9:00 a.m. to 6:00 p.m.
- Details provided below.

#### *Parade and Cultural Performance:*

- Streets: W. Main Street, between its intersection at Martin Luther King Jr. Way and M Street; and Canal Street, between W. Main and W. 18<sup>th</sup> Street (Attachment 3).
- Closure time requested: 10:00 a.m. to 5:00 p.m.
- Details provided below.

### Background

Shortly after the Vietnam War, Laotian refugees began arriving in the United States. According to the U.S. Census estimates, by 1980, the Laotian population in the United States reached 47,683, a number which more than tripled by 1990, to 147,375. In the 1980's, more than 10,000 of those Laotian refugees settled in the farming communities of the Central Valley, enriching its already-diverse population, and Merced was no exception.

In 1987, the Lao Association of Merced, in an effort to both preserve and showcase the rich cultural heritage of Laos, held Merced's first Lao New Year celebration, and again the following year. However, in the 30 years since, while similar events have been held by other cultures, the Lao New Year event has not been held.

The applicant, Sue Emanivong/Tsunami Collaboration, along with the Merced Main Street Association, seeks to bring the event back this year, and continue it in April of each year hereforth.

### Event Description

The resurrected Lao New Year Celebration will contain two parts: a vendor fair, with a food booth hosted by the Lao Association of Merced and Bangkok Thai Restaurant (235 W. Main Street), and a parade, with cultural dance performances in front of Bob Hart Square at the Canal and W. Main Street intersection. Details of each of the two parts are explained separately below.

Specific features of the event as a whole are: "Giving Alms to Monks" (10:00 a.m.), parade with decorated floats (1:30 p.m.), cultural dance performances (approximately 2:00 p.m.), and a "Baci Blessing" (4:00 p.m.). The first and last events are traditional rituals observed by Buddhist and Lao communities; the former, traditionally performed by monks before the first meal of the day. The latter is a blessing ceremony performed to celebrate important events, such as the Lao New Year.

### Vendor Fair

As listed above, the requested streets for this part of the event is W. Main Street between H Street and Martin Luther King Jr. Way, as well as the portion of City Parking Lot #6 that is closest to The Bangkok Thai Restaurant (Attachment 2). Streets will close at 9:00 a.m. on April 28, 2018, and fully reopen by 6:00 p.m. The event itself is scheduled from 10:00 a.m. to 5:00 p.m.

After the closure of the street, approximately five parade floats will line up within the closure area facing west towards Martin Luther King Jr. Way. Vendors will begin setting up for the day behind the floats extending to I Street and on both sides of W. Main Street, leaving a 22-foot-wide clearance area for emergency services. Additionally, the eastern half of Parking Lot #6 will be closed between W. Main Street and the alley between W. Main and W. 18<sup>th</sup> Streets. The alley will remain open.

After the parade begins at 1:30 p.m. (see below), the barricades will be moved back approximately 100 feet, parallel to the first drive aisle of Parking Lot #6 and the W. Main Street driveway of Donut Kings (260 W. Main Street). By doing so, Marie's Mexican Kitchen (259 W. Main Street) and Donut Kings will retain use of and W. Main Street access to their customary parking areas for the remaining duration of the closure time (Attachment 2).

In the reserved half of Parking Lot #6, the Lao Association of Merced and Bangkok Thai Restaurant will host a food booth, with proceeds going to the Lao Association. Tables and chairs will be provided, as well as a music d.j., and two temporary bathrooms will be placed at the northern end of the area at the alley (alley will remain open).

Lastly, the portion of W. Main Street between H and I Street will be reserved for use by the event for parking of the parade floats after the parade ends and while the vendor fair is disassembled.

The vendor fair will be open during the parade and performance portion of the event and will end by approximately 5:00 p.m. The requested sections of W. Main Street and the reserved section of Parking Lot #6 will fully reopen by 6:00 p.m.

### Parade and Cultural Performances

As listed above, the requested streets for the parade portion of the event are: W. Main Street from the vendor fair closure at Martin Luther King Jr. Way to M Street and Canal Street from W. Main to W. 18<sup>th</sup> Street (Attachment 3).

It should be noted that W. Main Street between Canal and M Streets will not be used for the parade, but its closure is necessary for traffic control purposes.

As stated above, parade floats will be lined up in the vendor fair closure area. At 10:00 a.m., the requested streets for the parade will be closed. At 1:30 p.m., the parade will begin.

Floats will proceed on W. Main Street two blocks to Canal Street, will turn right onto Canal Street, and will proceed up Canal Street until the last float clears the intersection. At this point in the parade, all participating floats will be on Canal Street between W. Main and W. 18<sup>th</sup> Street. The floats will then park, and the dancers that were riding on the floats will assemble and perform for spectators in the intersection of W. Main and Canal Streets.

Behind the parade, as the last float passes through the intersection of W. Main and K Streets, barricades on W. Main Street from Martin Luther King Jr. Way to K Street will be removed, reopening those streets to through traffic. Barricades will remain on W. Main Street at K Street while performers dance at Canal and W. Main Streets.

After the last dance and ritual is performed, by approximately 5:00 p.m., this portion of the Lao New Year event will be over. The floats will be driven back to the vendor fair area and parked in the reserved street closure area on W. Main Street between H and I Streets, and the remaining street sections of W. Main Street (K to M Streets) and Canal Street (W. Main to W. 18<sup>th</sup> Street) will be reopened.

At least seventy-two hours (three days) prior to the street closures, the event organizers are required to notify nearby businesses and residences within one half-mile of the affected streets (Condition #8). To ensure this is done, event organizers are now required to provide staff with confirmation that this notification was given. To accomplish this, staff has prepared a standard form that the event sponsor shall complete, photocopy, and distribute to businesses and residences within the stated area (Attachment 5). A copy of this form shall also be signed and submitted to Planning Department staff, affirming that the required businesses and residences were notified.

### Conditions of Approval

The event and street closure will be subject to the following conditions, if approved:

1. By applying for the street closure request, the Permittee shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for 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

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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 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 end of the event.
7. Event sponsor shall be responsible for dismantling and removing all equipment, temporary structures, trash, and other debris within and around the closure area generated by the event prior to the expiration of the closure permit.
8. 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).
9. 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 Police Department.
10. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path into and through the closure area at all times via movable barriers. Fire hydrant access shall not be blocked at any time whatsoever.
11. 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.
12. Event sponsor shall be responsible for removing all equipment, trash and debris, including removal of "no parking" signs, within and around the closure area that is generated from the event prior to the expiration of the closure permit.

13. Alcoholic beverages may not be served or sold at this event.
14. Noise from music or other activities shall be kept to reasonable levels so as not to disturb the nearby residential areas.
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 and drink 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. The applicant/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/Refuse Division.
18. All other provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.

### **IMPACT ON CITY RESOURCES**

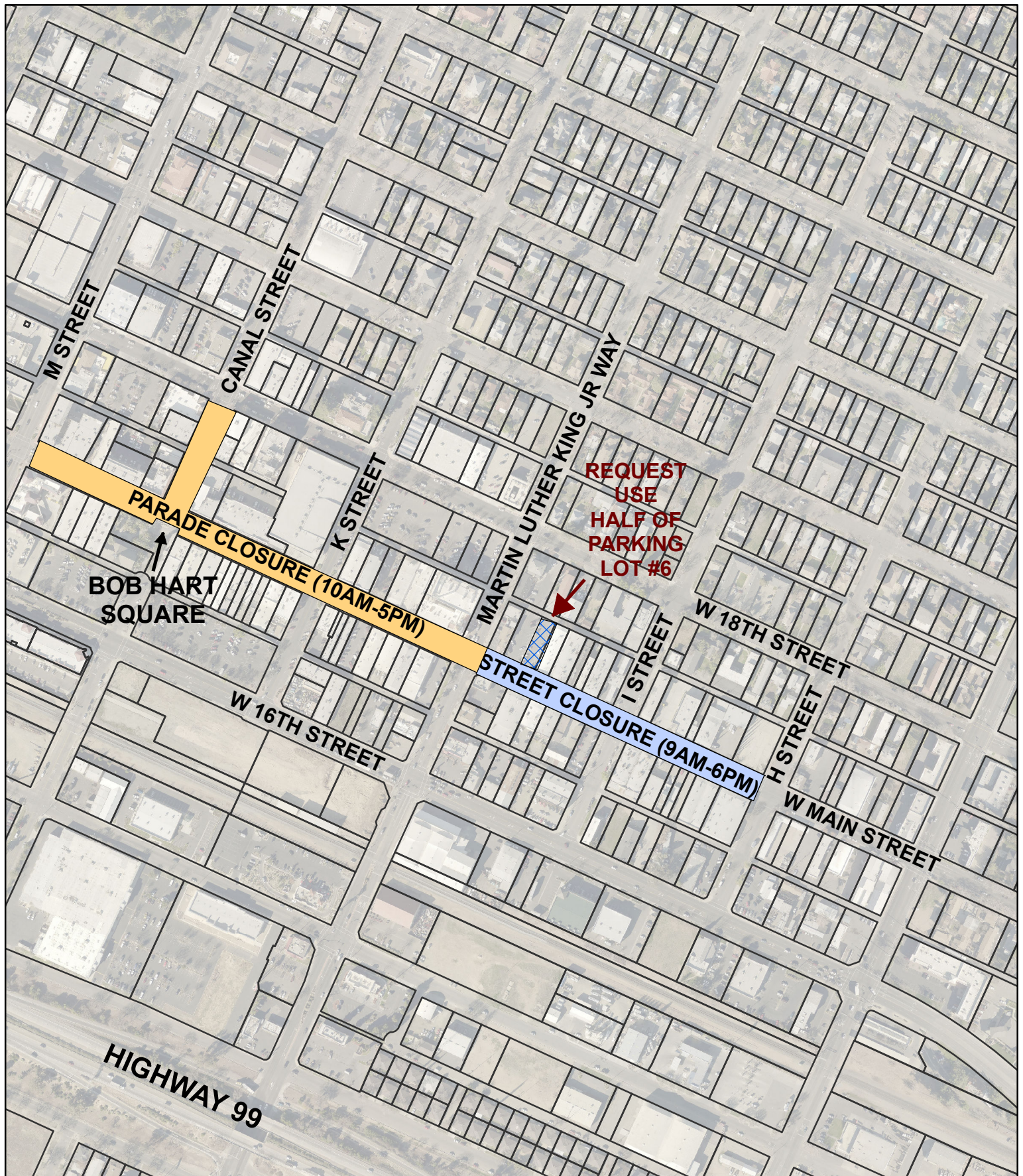
The street closure event will be run entirely by volunteers, with hired security by a local guard company.

The applicant has been in communication with Police Department staff and may need assistance with the closing of streets for the parade. Police Department staff recommends the use of six officers and one sergeant.

There will be a small impact to the Public Works Department, as special event refuse service will be requested by the event sponsor. Vendors will have their own power sources if needed, and power for the food booth will be obtained from the Bangkok Thai Restaurant owners.

### **ATTACHMENTS**

1. Location Map
2. Vendor Fair Site Plan
3. Parade Site Plan
4. Event Flyer
5. Notice of Pending Street Closure form

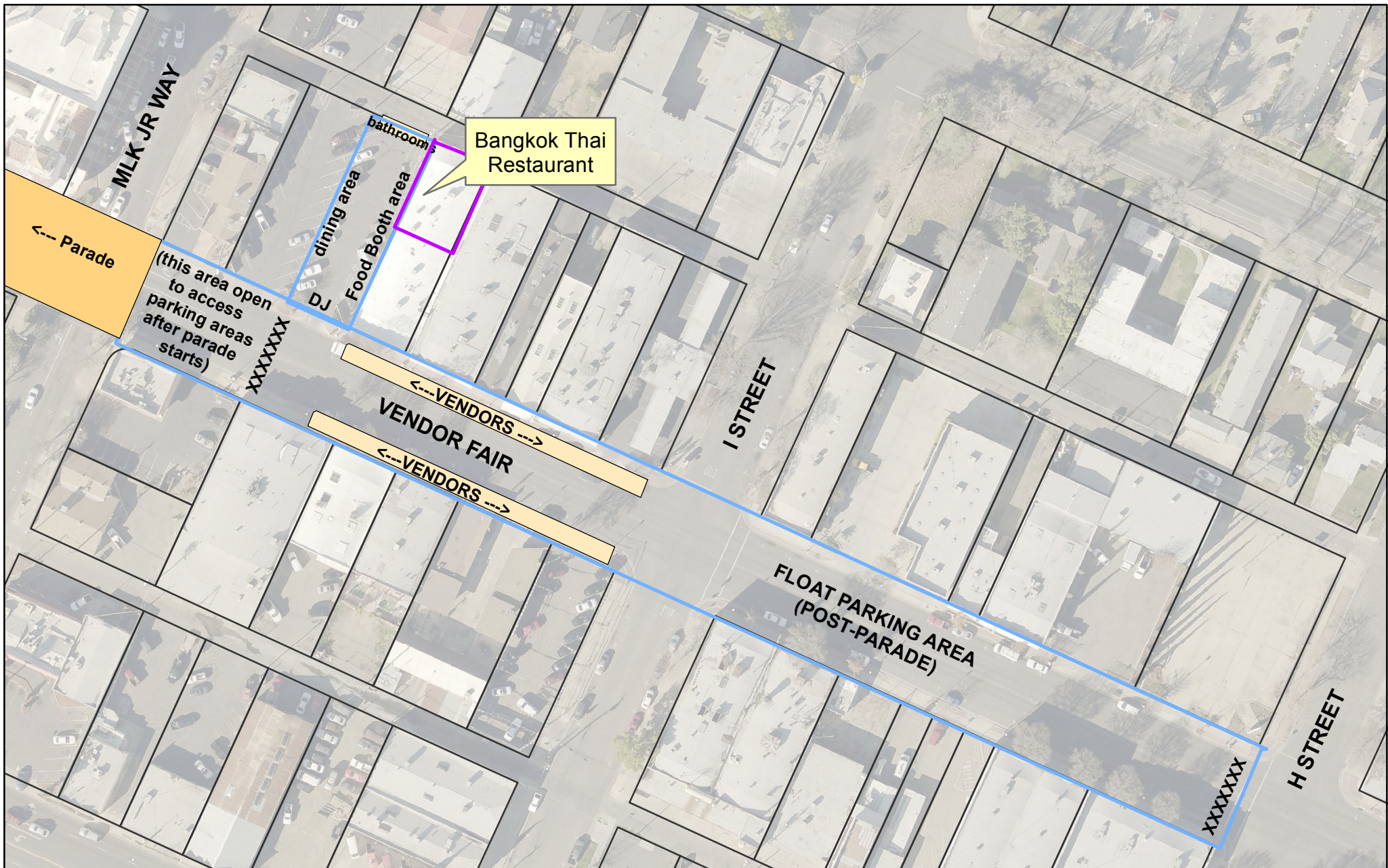


Disclaimer: This document was prepared for general inquiries only. The City of Merced makes no warranty, representation, or guarantee regarding the accuracy of this map. The City of Merced is not responsible for errors or omissions that might occur. Official information regarding specific parcels should be obtained from official recorded or adopted City documents.

**Location Map**  
**Street Closure #18-07**  
**Lao New Year Celebration**  
**Saturday, April 28, 2018; 9:00 a.m. - 6:00 p.m.**



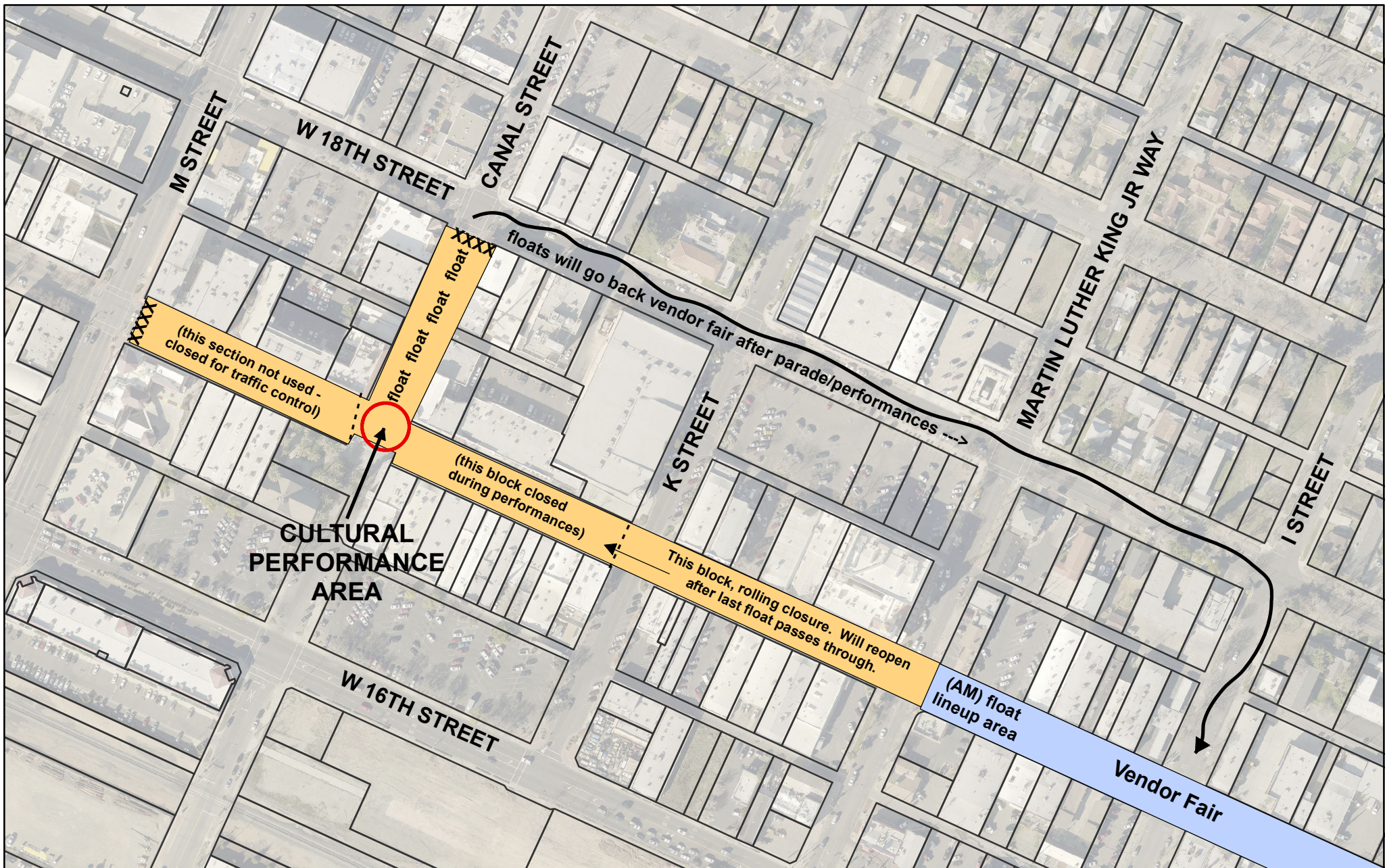
**ATTACHMENT 1**



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**VENDOR FAIR SITE PLAN**  
**Street Closure #18-07**  
**Lao New Year Celebration**  
**Saturday, April 28, 2018**  
**Vendor fair closure times: 9:00 a.m.-6:00 p.m.**





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**PARADE SITE PLAN**  
**Street Closure #18-07**  
**Lao New Year Celebration**  
**Saturday, April 28, 2018**  
**Parade closure times: 10:00 a.m.-5:00 p.m.**



# LAO NEW YEAR CELEBRATION

BROUGHT TO YOU BY

LAO ASSOCIATION OF MERCED



**APRIL 28, 2018**  
**10AM - 5PM**

**GIVING ALMS TO MONKS  
AT 10AM**

**PARADE 1:30 PM  
MLK-BOB HART SQUARE ON MAIN**



**RECEPTION 7:30 PM-1 AM  
BANGKOK RESTAURANT**

**PERFORMANCES  
AT BOB HART SQUARE**

**BACI BLESSING 4PM  
BANGKOK RESTAURANT**



FOR MORE INFORMATION CONTACT: SUE EMANIVONG (209) 720-6850 • [TSUNAMICOLLABORATION@GMAIL.COM](mailto:TSUNAMICOLLABORATION@GMAIL.COM)

ATTACHMENT 4

## **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 (2<sup>nd</sup> Floor), 678 W. 18<sup>th</sup> Street, Merced.**

I have notified the required parties of the dates, times, and affected streets, as required.

Signed \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



## ADMINISTRATIVE REPORT

**Agenda Item I.10.**

Meeting Date: 4/16/2018

*Report Prepared by: John Ainsworth, Temporary Senior Engineer, Engineering Dept.*

**SUBJECT:** Award Bid to Tim Paxin's Pacific Excavation for the Traffic Signal Loop Detection Installation, Project 113005

### REPORT IN BRIEF

Consider awarding a construction contract to Tim Paxin's Pacific Excavation in the amount of \$206,247.00 for the Traffic Signal Loop Detection Installation at four locations within the city limits of Merced.

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Awarding the Traffic Signal Loop Detection Installation, Project 113005 to Tim Paxin's Pacific Excavation of Elk Grove, California, in the amount of \$206,247.00; and,
- B. Authorizing the City Manager or Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract; and,
- C. Authorizing the Finance Officer to make necessary budget adjustments.

### ALTERNATIVES

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

### AUTHORITY

Charter of the City of Merced, Article XI, Section 1109 - Contracts on Public Works, and Merced Municipal Code Chapter 3.04, Article IV - Public Works Contracts.

### CITY COUNCIL PRIORITIES

As provided for in the 2017-18 Adopted Budget.

### DISCUSSION

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The work to be done consists, in general, of the installation of loop detection at four intersections. The locations are Yosemite Avenue at McKee Avenue; Loughborough Drive at Olive Avenue; Yosemite Avenue at Perch Lane; and Ironstone Drive at "M" Street.

These intersections are currently equipped with a Solo camera system. Project scope also includes the removal and salvaging of the Solo camera system to reuse as back-up/replacement for other intersections. Other project related work to include (but not limited to) the addition of conduits for the loop detection, detector cards, pull boxes, detector handhole, etc. The work will take place within the city limits.

Staff and Professional Consultant prepared plans and specifications, and the project was advertised for bids. Bids were opened on March 8, 2018, with the following results:

1. Tim Paxin's Pacific Excavation, Inc. (Elk Grove, CA)	\$ 206,247.00
2. Traffic Loops Crackfilling, Inc. (Anaheim, CA)	\$ 258,245.00
3. Collins Electrical (Stockton, CA)	\$ 232,585.00

The engineer's estimate for construction was \$215,000.00.

The following is the proposed budget for the project:

Construction	\$ 206,247.00
Contingency	\$ 20,625.00
Engineering, Testing & Inspection	\$ 15,469.00
<b>TOTAL:</b>	<b>\$ 242,341.00</b>

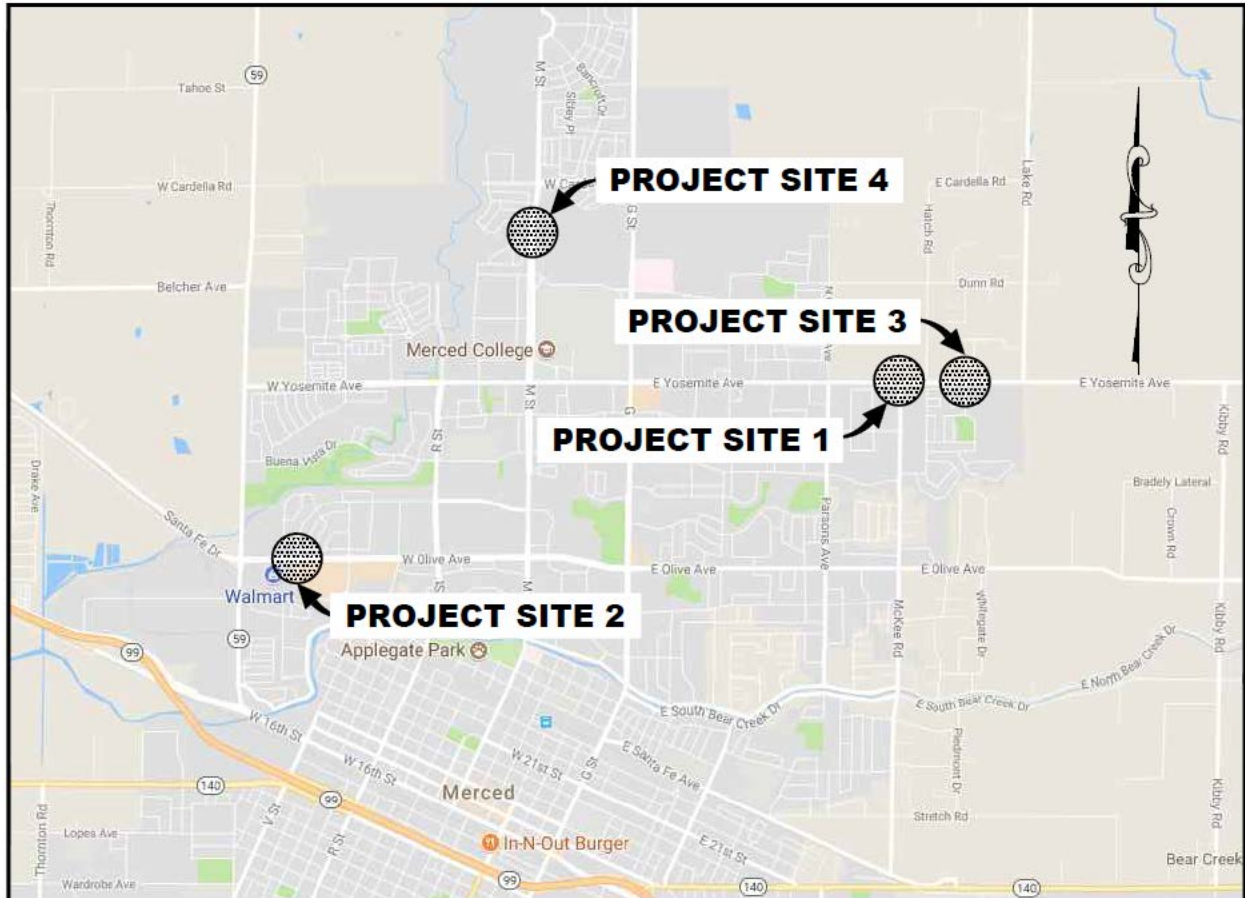
## **IMPACT ON CITY RESOURCES**

This project was established as a Capital Improvement Project and account 450-1104-637.65-00-113005 contains sufficient funding to complete the project.

## **ATTACHMENTS**

1. Location Map
2. Bid Results
3. Construction Contract

## LOCATION MAP



**Project Site 1:** Yosemite Ave at McKee Ave Traffic Signal

**Project Site 2:** Loughborough Dr at Olive Ave Traffic Signal

**Project Site 3:** Yosemite Ave at Perch Ln Traffic Signal

**Project Site 4:** Ironstone Dr at "M" St Traffic Signal

CITY OF MERCED  
PROJECT NO. 113005  
TRAFFIC SIGNAL LOOP DETECTION INSTALLATION

Bid Opening 3/8/2018

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	Tim Paxin's Pacific Excavation Elk Grove, CA			Collins Electrical Company Stockton, CA			Traffic Loops Crackfilling, Inc. Anaheim, CA		
				UNIT PRICE	ITEM TOTAL		UNIT PRICE	ITEM TOTAL		UNIT PRICE	ITEM TOTAL	
1	Permits, Bonds & Licenses	LS	1	\$ 2,000.00	\$ 2,000.00		\$ 3,000.00	\$ 3,000.00		\$ 6,000.00	\$ 6,000.00	
2	Mobilization	LS	1	\$ 7,500.00	\$ 7,500.00		\$ 10,000.00	\$ 10,000.00		\$ 8,000.00	\$ 8,000.00	
3	Temporary Traffic Control	LS	1	\$ 8,000.00	\$ 8,000.00		\$ 10,000.00	\$ 10,000.00		\$ 18,000.00	\$ 18,000.00	
4	Water Pollution Prevention	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00	\$ 1,000.00		\$ 1,500.00	\$ 1,500.00	
5	Remove and salvage Conductors/Cables	LS	1	\$ 1,481.00	\$ 1,481.00		\$ 12,000.00	\$ 12,000.00		\$ 12,000.00	\$ 12,000.00	
6	Conduit (2 Inch)	LF	440	\$ 44.00	\$ 19,360.00		\$ 50.00	\$ 22,000.00		\$ 110.00	\$ 48,400.00	
7	Detector Lead-in Cable (type B)	LF	12,578	\$ 2.00	\$ 25,156.00		\$ 2.50	\$ 31,445.00		\$ 2.50	\$ 31,445.00	
8	No. 5 (E) Pull Box	EA	4	\$ 1,225.00	\$ 4,900.00		\$ 1,200.00	\$ 4,800.00		\$ 1,400.00	\$ 5,600.00	
9	Detector Handhole	EA	20	\$ 795.00	\$ 15,900.00		\$ 800.00	\$ 16,000.00		\$ 600.00	\$ 12,000.00	
10	Type "E" Loop	EA	110	\$ 725.00	\$ 79,750.00		\$ 650.00	\$ 71,500.00		\$ 500.00	\$ 55,000.00	
11	Type "D" Loop	EA	33	\$ 715.00	\$ 23,595.00		\$ 650.00	\$ 21,450.00		\$ 750.00	\$ 24,750.00	
12	Type "D" 3' x 3' Bike Loop	EA	6	\$ 705.00	\$ 4,230.00		\$ 650.00	\$ 3,900.00		\$ 450.00	\$ 2,700.00	
13	Detector Cards	EA	43	\$ 195.00	\$ 8,385.00		\$ 180.00	\$ 7,740.00		\$ 300.00	\$ 12,900.00	
14	Bike Lane Loop Symbol	EA	25	\$ 166.00	\$ 4,150.00		\$ 150.00	\$ 3,750.00		\$ 350.00	\$ 8,750.00	
15	Remove and salvage Video Detection	EA	14	\$ 60.00	\$ 840.00		\$ 1,000.00	\$ 14,000.00		\$ 800.00	\$ 11,200.00	
					\$ 206,247.00			\$ 232,585.00			\$ 258,245.00	

## GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT made on \_\_\_\_\_, by and between the CITY OF MERCED, a municipal corporation of the State of California, hereinafter called the Owner, and TIM PAXIN'S PACIFIC EXCAVATION, INC., hereinafter called the Contractor:

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. CONTRACT DOCUMENTS. The complete contract consists of the following documents, to wit:

- (1) This General Construction Contract;
- (2) Faithful Performance Bond;
- (3) Laborers and Materialmens Bond;
- (4) Guaranty;
- (5) Special Provisions for **PROJECT NUMBER 113005**;
- (6) Amendments to the Standard Specifications;
- (7) Project Plans;
- (8) Standard Specifications;
- (9) City Standards;
- (10) Proposal;
- (11) Instructions to Bidders;
- (12) Notice Inviting Bids;
- (13) Bidder's Bond;
- (14) Notice of Determination of Prevailing Wages;
- (15) List of Subcontractors and Material Dealers; and
- (16) Safety Provisions.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents. In case of conflict between any of the documents, the order of documents first listed above shall be the order of precedence's, with the first item listed having the highest precedence.

2. THE WORK. Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with Contract Documents in the manner designated in, and in strict conformity with, the Plans and Specifications for **PROJECT NUMBER 113005**, which said Plans and Specifications are entitled, "**TRAFFIC SIGNAL LOOP DETECTION INSTALLATION**," for construction in Merced County in Merced, and which were included in the award of bid made by the City Council of the City of Merced on \_\_\_\_\_, 2018.

It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation and material, except materials to be supplied by the City as designated in the Contract Documents, shall be furnished and said work performed and completed as required in said Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner or its representative. The Owner hereby designates the City Engineer as its representative for the purpose of this Contract.

3. **CONTRACT PRICE.** The Owner agrees to pay, and the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all work contemplated and embraced in this agreement to wit:

<i>Item No.</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Estimated Quantity</i>	<i>Unit Cost</i>	<i>Total</i>
1	Permits, Bonds & Licenses	LS	1	\$ 2,000.00	\$ 2,000.00
2	Mobilization	LS	1	\$ 7,500.00	\$ 7,500.00
3	Temporary Traffic Control	LS	1	\$ 8,000.00	\$ 8,000.00
4	Water Pollution Prevention	LS	1	\$ 1,000.00	\$ 1,000.00
5	Remove and Salvage Conductors/Cables	LS	1	\$ 1,481.00	\$ 1,481.00
6	Conduit (2 Inch)	LF	440	\$ 44.00	\$ 19,360.00
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11	Type "D" Loop	EA	33	\$ 715.00	\$ 23,595.00
12	Type "D" 3'x3' Bike Loop	EA	6	\$ 705.00	\$ 4,230.00
13	Detector Cards	EA	43	\$ 195.00	\$ 8,385.00
14	Bike Lane Loop Symbol	EA	25	\$ 166.00	\$ 4,150.00
15	Remove and Salvage Video Detection	EA	14	\$ 60.00	\$ 840.00

**Total of Items 1 Through 15 \$ 206,247.00**

4. **TERMINATION.** If the Contractor should be adjudged as bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract Documents, the Owner may serve written notice upon him and his surety of its intention to terminate the Contract; such notice to contain the reasons for such intention to terminate the Contract, and, unless within ten (10) days after serving of such notice such violation shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that if the surety within fifteen (15) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not

commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

5. NOTICE AND SERVICE THEREOF. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, (a) if the notice is given to the Owner, per personal delivery thereof to the City Engineer of said Owner, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to the Owner, postage prepaid and registered; (b) if the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his duly authorized representative at the site of the project, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to said Contractor at **9796 Kent Street, Elk Grove, CA 95624**, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

6. ASSIGNMENT OF CONTRACT. Neither the Contract nor any part thereof, nor moneys due, or to become due thereunder, may be assigned by the Contractor without the prior written approval of the Owner.

7. CONTRACT SECURITY. The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

8. INSURANCE. The Contractor shall not commence work under this Contract until he has obtained all insurance required by Section 7-3 of the Standard Specifications, as amended, and such insurance has been approved by the City Attorney of Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract, and particularly paragraph 9 hereof. Said insurance obtained by the Contractor shall be primary and noncontributory as to any insurance maintained by owner. **Endorsement for additional insured shall be submitted on standard form CG 20101185. Endorsement forms CG 20101001 and CG20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects.**

Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required by this section shall be from a California admitted insurance company.

9. **HOLD HARMLESS.** The Contractor will indemnify, defend with counsel selected by the Owner, save, keep, and hold harmless, the Owner and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of said work, or by reason of any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation, in consequence of the use in, on, or about said work, of any article or material supplied or installed under this Contract. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the Owner and are for the express benefit of the general public.

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

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

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

10. **ACCIDENT PREVENTION.** Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

11. **PAYMENT.** The Owner will make partial and final payment to the Contractor in accordance with Section 9-3.2 of the Standard Specifications, as amended, except that the Owner will retain the five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by Owner of notice of acceptance of completion of all work covered by this Contract, if such notice be recorded within ten (10) days after the acceptance of completion of such Contract; or, if such notice be not so recorded within ten (10) days, until the expiration of ninety-five (95) days after the

acceptance of completion of such work of improvement, at which time and not before, Owner shall pay to Contractor the whole of the remaining five percent (5%) of said contract price so held back as provided.

The payment of progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the Owner and subject to whatever inspection and approval may be required by law.

12. CALIFORNIA LABOR CODE. The Contractor is aware of, and hereby agrees to comply with Sections 1770, 1773, 1776, and 1777.5 of the California Labor Code.

13. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. Pursuant to Section 22,300 of the Public Contracts Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a State or Federally-chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the Contract.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California, or bank or savings and loan certificate of deposit.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain, as a minimum, the following provisions:

- (a) The amount of securities to be deposited;
- (b) The terms and conditions of conversion to cash in case of the default of the Contractor; and
- (c) The termination of the escrow upon completion of the Contract.

14. TRENCHES AND EXCAVATIONS. Should the Contractor be required to dig trenches or other excavations that extend deeper than four (4) feet below the surface, then the following clauses shall apply:

- (a) The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:
  - (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  - (2) Subsurface or latent physical conditions at the site differing from those indicated;
  - (3) Unknown physical conditions at the site of any unusual nature different materially from those ordinarily encountered, and generally recognized as inherent in work of the character provided for in the contract.

- (b) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this contract.
- (c) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

15. CLAIMS. This clause applies to all Contractor claims of three hundred seventy-five thousand dollars (\$375,000), or less, which arise out of this contract.

- (a) "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract, and payment of which is not otherwise expressly provided for or the Contractor not otherwise entitled to, or (3) an amount the payment of which is disputed by the City.
- (b) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein shall extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (c) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.
  - (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
  - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- (d) For claims of over fifty thousand dollars (\$50,000) and less than, or equal to, three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within sixty (60) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim, or relating to defenses or claims the City may have against the Contractor.
  - (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
  - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a

period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater

- (e) If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response, or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- (f) If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title I of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written claim pursuant to Subdivision (b) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- (g) The following procedures shall be followed for all civil actions filed to resolve claims subject to this clause:
  - (1) Within sixty (60) days, but no earlier than thirty (30) days following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  - (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- (h) The City shall not fail to pay money as to any portion of a claim which is undisputed, except as otherwise provided in this contract.
- (i) In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

ATTEST:

CITY OF MERCED, a Municipal Corporation  
(Herein called Owner)

By: \_\_\_\_\_  
Deputy City Clerk

By: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

TIM PAXIN'S PACIFIC EXCAVATION, INC.  
(Herein called Contractor)

By: \_\_\_\_\_  
City Attorney

By: *Gregorio Gastelum*  
Contractor

ACCOUNT DATA:

TAXPAYER I.D. NO: 95-4398585

Project No. **113005**

VENDOR NUMBER: 51357 B.L#

Project Account Number(s) / Amount

ADDRESS: 9796 Kent Street  
Elk Grove, CA 95624

**450-1104-637.65-00-113005    \$206,247.00**

PHONE: (916) 686-2800

FAX: (916) 686-2806

EMAIL: pgastelum@pacificexcavation.com

By: \_\_\_\_\_  
Finance Officer Verification

(SEAL)



## ADMINISTRATIVE REPORT

**Agenda Item I.11.**

Meeting Date: 4/16/2018

*Report Prepared by: John Ainsworth, Temporary Senior Engineer, Engineering Dept.*

**SUBJECT:** Award Bid to Avison Construction, Inc. for the ATP045 Multi-Use Pathway Crossing Hwy 59 and BNSF RR Project No. 115047

### REPORT IN BRIEF

Consider awarding a construction contract in the amount of \$346,548.00 for the multi-use pathway crossing along Hwy 59 at BNSF RR.

### RECOMMENDATION

**City Council** - Adopt a motion awarding the ATP045 Multi-Use Pathway Crossing Hwy 59 and BNSF RR Project No. 115047 to Avison Construction, Inc., in the amount of \$346,548.00; and authorizing the City Manager, or Assistant City Manager, to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

### ALTERNATIVES

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

### AUTHORITY

Charter of the City of Merced, Article XI, Section 1109 - Contracts on Public Works, and Merced Municipal Code Chapter 3.04, Article IV - Public Works Contracts.

### CITY COUNCIL PRIORITIES

As provided for in the 2017-18 Adopted Budget.

### DISCUSSION

The work to be done consists, in general, of the construction of a concrete multi-use pathway (or Bikeway), curb and gutter, grind and overlay existing pavement, construct new roadway, restripe roadway, and replace traffic loop detectors on State Highway 59 at the BNSF railroad crossing. The work will take place within the State right-of-way and the City right-of-way. All work to be done on the BNSF railroad facilities or tracks shall be done by BNSF personnel.

Staff prepared plans and specifications, and the project was advertised for bids. Bids were opened on March 15, 2018, with the following results:

1. Cal Valley Construction (Fresno, CA)	\$ 674,098.00
2. George Reed, Inc. (Modesto, CA)	\$ 516,110.00
3. T & S Intermodal Maintenance, Inc. (Stockton, CA)	\$ 750,723.00
4. Avison Construction, Inc. (Madera, CA)	\$ 346,548.00

The engineer's estimate for construction was \$607,985.00.

The following is the proposed budget for the project:

Construction	\$ 346,548.00
Contingency	\$ 34,654.80
Engineering, Testing & Inspection	\$ 25,991.10
<b>TOTAL:</b>	<b>\$ 407,193.90</b>

This project will require lane restrictions on Hwy 59 near the BNSF RR crossing for the work to proceed. However, one lane in each direction will be maintained at all times. City staff will provide the public with ample advance notification(s).

### **HISTORY**

On February 1, 2016, City Council approved Program Supplement No. 028-N, accepting \$5,000 for the Environmental phase of the project.

On September 19, 2016, City Council accepted \$106,000 for the Preliminary Engineering phase of the project.

On October 17, 2016, City Council adopted Resolution 2016-54 approving a Program Supplement Revision as required by Caltrans in order to claim reimbursement of the \$106,000 in preliminary engineering funding.

On January 17, 2017, City Council approved an Agreement with Burlington Northern Santa Fe (BNSF) to do railroad crossing work associated with this project at an estimated cost of \$359,303.00.

On April 2, 2018, City Council accepted and appropriated \$834,000 from ATP Grant (Caltrans) for construction costs associated for the construction of the project and to increase the revenue account 450-1104-637.65-00 - Project 115047 in the amount of \$834,000.

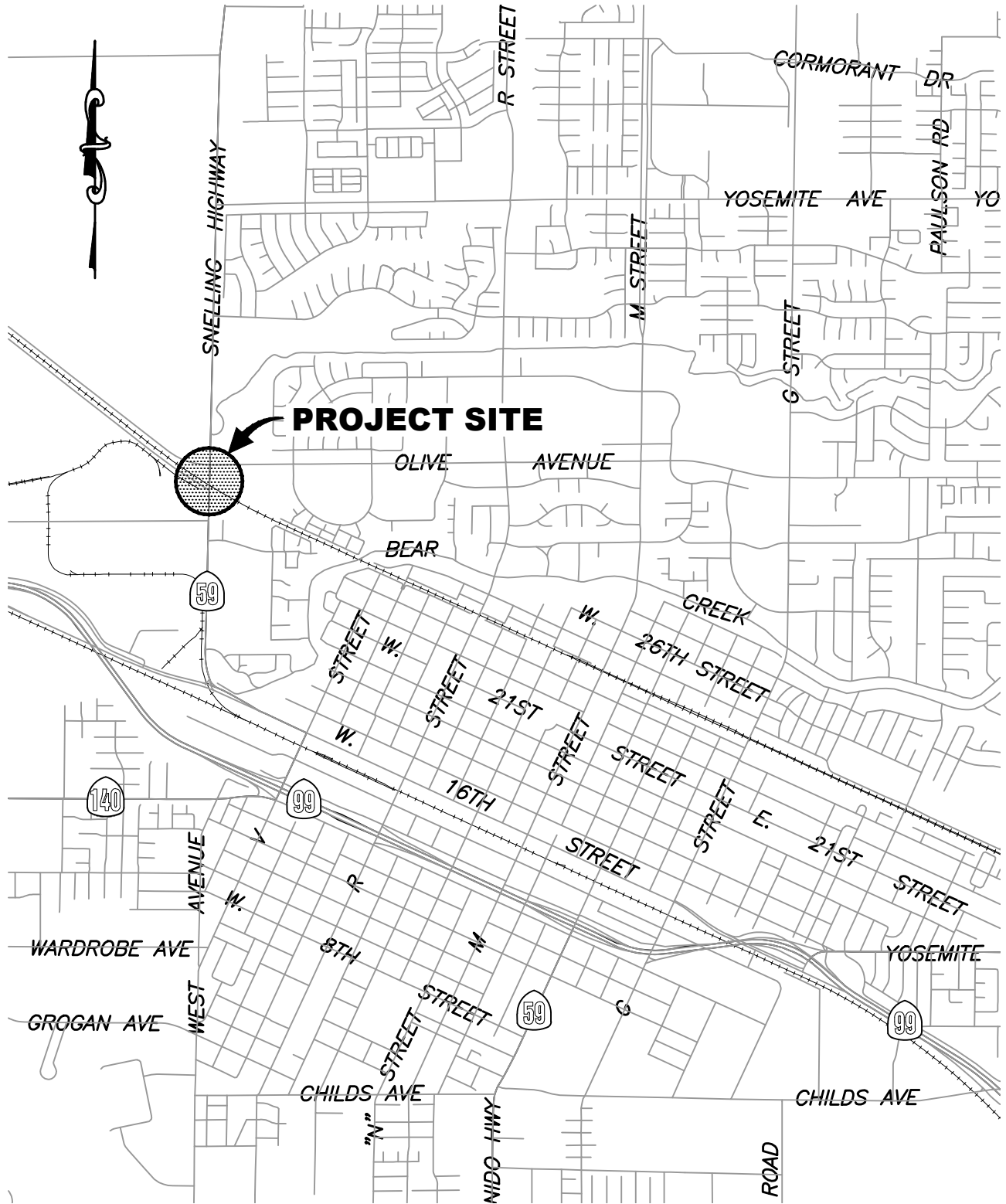
### **IMPACT ON CITY RESOURCES**

This project was established as a Capital Improvement Project and account 450-1104-637.65-00-115047 contains sufficient funding to complete the project.

### **ATTACHMENTS**

1. Location Map

- 2. Bid Results
- 3. Construction Contract



## LOCATION MAP

NOT TO SCALE



*City of Merced*  
"Gateway to Yosemite"

**DEVELOPMENT SERVICES**  
ENGINEERING PROJECTS AND STANDARDS  
678 W. 18th Street (209) 385-6846

**PROJECT NO. 115047**

**ATPL (045) STATE HIGHWAY 59  
MULTI-USE PATH CROSSING**

DR. BY: KGE
DATE: 12/2/16
CH. BY: JS
DATE: 12/2/16
File No. 0907
SCALE: NONE

CITY OF MERCED  
PROJECT NO. 115047  
STATE HIGHWAY 59 MULTI-USE PATHWAY CROSSING

Bid Opening 3/15/2018

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	CAL VALLEY CONSTRUCTION			GEORGE REED, INC.			T & S INTERMODAL MAINTENANCE, INC.			AVISON CONSTRUCTION, INC.		
				UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	Permits, Bonds & Licenses	LS	1	\$ 45,700.00	\$ 45,700.00	\$ 12,000.00	\$ 12,000.00	\$ 51,500.00	\$ 51,500.00	\$ 10,000.50	\$ 10,000.50	\$ 10,000.50	\$ 10,000.50	\$ 10,000.50	\$ 10,000.50
2	Public Convenience and Safety	LS	1	\$ 117,400.00	\$ 117,400.00	\$ 110,000.00	\$ 110,000.00	\$ 195,520.00	\$ 195,520.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
3	Project Funding Source Sign	EA	2	\$ 1,100.00	\$ 2,200.00	\$ 750.00	\$ 1,500.00	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00
4	Water Pollution Control	LS	1	\$ 2,900.00	\$ 2,900.00	\$ 8,600.00	\$ 8,600.00	\$ 18,200.00	\$ 18,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
5	Street Sweeping	LS	1	\$ 17,300.00	\$ 17,300.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
6	Surveying Services	LS	1	\$ 5,900.00	\$ 5,900.00	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
7	Monumentation	EA	3	\$ 2,800.00	\$ 8,400.00	\$ 625.00	\$ 1,875.00	\$ 700.00	\$ 2,100.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00
8	Cleaning and Grubbing	LS	1	\$ 4,050.00	\$ 4,050.00	\$ 14,000.00	\$ 14,000.00	\$ 30,580.00	\$ 30,580.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
9	Relocate Irrigation (Sprinkler) Facilities	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
10	Remove Corrugated Pipe	LS	1	\$ 1,100.00	\$ 1,100.00	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
11	Remove Traffic Stripes and Pavement Markings	LS	1	\$ 1,300.00	\$ 1,300.00	\$ 7,200.00	\$ 7,200.00	\$ 8,100.00	\$ 8,100.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
12	Cold Plane Existing Asphalt	SF	15,000	\$ 1.00	\$ 15,000.00	\$ 0.60	\$ 9,000.00	\$ 1.50	\$ 22,500.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
13	Asphalt Pavement Removal	SF	1,915	\$ 2.60	\$ 4,979.00	\$ 2.00	\$ 3,830.00	\$ 8.00	\$ 15,320.00	\$ 4.50	\$ 8,617.50	\$ 4.50	\$ 8,617.50	\$ 4.50	\$ 8,617.50
14	Roadway Excavation	CY	100	\$ 35.60	\$ 3,560.00	\$ 80.00	\$ 8,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00
15	Embankment Construction	CY	470	\$ 128.00	\$ 60,160.00	\$ 30.00	\$ 14,100.00	\$ 145.00	\$ 68,150.00	\$ 60.00	\$ 28,200.00	\$ 60.00	\$ 28,200.00	\$ 60.00	\$ 28,200.00
16	Aggregate Base Class 2	TN	390	\$ 187.00	\$ 72,930.00	\$ 125.00	\$ 48,750.00	\$ 55.00	\$ 21,450.00	\$ 50.00	\$ 19,500.00	\$ 50.00	\$ 19,500.00	\$ 50.00	\$ 19,500.00
17	Pavement Reinforcement Fabric	SF	12,100	\$ 0.40	\$ 4,840.00	\$ 0.50	\$ 6,050.00	\$ 1.50	\$ 18,150.00	\$ 0.50	\$ 6,050.00	\$ 0.50	\$ 6,050.00	\$ 0.50	\$ 6,050.00
18	Crack Fill	Gal	200	\$ 22.00	\$ 4,400.00	\$ 32.00	\$ 6,400.00	\$ 60.00	\$ 12,000.00	\$ 35.00	\$ 7,000.00	\$ 35.00	\$ 7,000.00	\$ 35.00	\$ 7,000.00
19	Hot Mix Asphalt (Type B)	TN	512	\$ 166.00	\$ 84,992.00	\$ 200.00	\$ 102,400.00	\$ 150.00	\$ 76,800.00	\$ 130.00	\$ 66,560.00	\$ 130.00	\$ 66,560.00	\$ 130.00	\$ 66,560.00
20	12" Storm Drain Pipe	LF	25	\$ 230.00	\$ 5,750.00	\$ 260.00	\$ 6,500.00	\$ 125.00	\$ 3,125.00	\$ 200.00	\$ 5,000.00	\$ 200.00	\$ 5,000.00	\$ 200.00	\$ 5,000.00
21	12" Flared End	EA	2	\$ 1,100.00	\$ 2,200.00	\$ 500.00	\$ 1,000.00	\$ 700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
22	Concrete Bike Path	SF	1,616	\$ 16.00	\$ 25,856.00	\$ 20.00	\$ 32,320.00	\$ 16.00	\$ 25,856.00	\$ 15.00	\$ 24,240.00	\$ 15.00	\$ 24,240.00	\$ 15.00	\$ 24,240.00
23	Concrete Valley Gutter	LF	10	\$ 440.00	\$ 4,400.00	\$ 130.00	\$ 1,300.00	\$ 225.00	\$ 2,250.00	\$ 125.00	\$ 1,250.00	\$ 125.00	\$ 1,250.00	\$ 125.00	\$ 1,250.00
24	Concrete Curb and Gutter	LF	150	\$ 53.00	\$ 7,950.00	\$ 110.00	\$ 16,500.00	\$ 80.00	\$ 12,000.00	\$ 60.00	\$ 9,000.00	\$ 60.00	\$ 9,000.00	\$ 60.00	\$ 9,000.00
25	Detectable Warning Surface	SF	50	\$ 55.00	\$ 2,750.00	\$ 25.00	\$ 1,250.00	\$ 41.00	\$ 2,050.00	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00
26	A1-3 Curb	LF	220	\$ 61.00	\$ 13,420.00	\$ 25.00	\$ 5,500.00	\$ 50.00	\$ 11,000.00	\$ 37.00	\$ 8,140.00	\$ 37.00	\$ 8,140.00	\$ 37.00	\$ 8,140.00
27	AC Dike Type A Caltrans Standard RSP A87B	LF	18	\$ 124.00	\$ 2,232.00	\$ 140.00	\$ 2,520.00	\$ 74.00	\$ 1,332.00	\$ 175.00	\$ 3,150.00	\$ 175.00	\$ 3,150.00	\$ 175.00	\$ 3,150.00
28	Stamped Concrete	SF	1,815	\$ 20.00	\$ 36,300.00	\$ 12.00	\$ 21,780.00	\$ 26.00	\$ 47,190.00	\$ 16.00	\$ 29,040.00	\$ 16.00	\$ 29,040.00	\$ 16.00	\$ 29,040.00
29	Adjust Traffic Operations Boxes To Grade	EA	6	\$ 1,100.00	\$ 6,600.00	\$ 800.00	\$ 4,800.00	\$ 700.00	\$ 4,200.00	\$ 950.00	\$ 5,700.00	\$ 950.00	\$ 5,700.00	\$ 950.00	\$ 5,700.00
30	Install Traffic Sign	EA	11	\$ 5,500.00	\$ 60,500.00	\$ 285.00	\$ 3,135.00	\$ 325.00	\$ 3,575.00	\$ 350.00	\$ 3,850.00	\$ 350.00	\$ 3,850.00	\$ 350.00	\$ 3,850.00
31	Relocate Traffic Sign	EA	3	\$ 400.00	\$ 1,200.00	\$ 200.00	\$ 600.00	\$ 325.00	\$ 975.00	\$ 350.00	\$ 1,050.00	\$ 350.00	\$ 1,050.00	\$ 350.00	\$ 1,050.00
32	Traffic Loop Detectors	EA	9	\$ 1,900.00	\$ 17,100.00	\$ 700.00	\$ 6,300.00	\$ 1,600.00	\$ 14,400.00	\$ 750.00	\$ 6,750.00	\$ 750.00	\$ 6,750.00	\$ 750.00	\$ 6,750.00
33	Object Markers	EA	4	\$ 55.00	\$ 220.00	\$ 50.00	\$ 200.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00
34	Pavement Markers and Markings	LS	1	\$ 20,700.00	\$ 20,700.00	\$ 10,700.00	\$ 10,700.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
35	Restoration	LS	1	\$ 6,800.00	\$ 6,800.00	\$ 9,000.00	\$ 9,000.00	\$ 30,000.00	\$ 30,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>SUB-TOTAL</b>					<b>\$ 674,089.00</b>		<b>\$ 516,110.00</b>		<b>\$ 750,723.00</b>		<b>\$ 346,548.00</b>		<b>\$ 346,548.00</b>		<b>\$ 346,548.00</b>

# GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT made on \_\_\_\_\_ by and between the CITY OF MERCED, a municipal corporation of the State of California, hereinafter called the Owner, and AVISON CONSTRUCTION, INC. hereinafter called the Contractor:

## WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS. The complete CONTRACT consists of the following documents, to wit:

- (1) This Contract;
- (2) Plans for PROJECT NUMBER 115047;
- (3) Special Provisions for PROJECT NUMBER 115047;
- (4) Notice to Contractors;
- (5) Proposal to the City of Merced;
- (6) Caltrans Standard Specifications, dated 2010;
- (7) Caltrans Standard Plans, dated 2015;
- (8) The latest revisions to the General Prevailing Wage Rates;
- (9) The Federal Wage Rates dated \_\_\_\_\_; and,
- (10) Federal Requirements for Federal-Aid Construction Projects (FHWA-1273).

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents. In case of conflict between any of the documents, the documents first listed above shall prevail.

2. THE WORK. Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with Contract Documents as called for, and in the manner designated in, and in strict conformity with, the Project Plans for PROJECT NUMBER 115047, prepared by the City Engineer, and adopted by the Owner, which said Plans are entitled, "PROJECT NUMBER 115047 - STATE HIGHWAY 59 MULTI-USE PATHWAY CROSSING," project plans for construction in Merced County in Merced, awarded \_\_\_\_\_.

It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and said work performed and completed as required in said Project Plans under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner or its representative. The Owner hereby designates the City Engineer as its representative for the purpose of this Contract.

3. CONTRACT PRICE. The Owner agrees to pay, and the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all work contemplated and embraced in this agreement to wit:

<i>Item No.</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Estimated Quantity</i>	<i>Unit Cost</i>	<i>Total</i>
1	Permits, Bonds & Licenses	LS	----	\$ 10,000.50	\$10,000.50
2	Public Convenience and Safety	LS	----	\$ 30,000.00	\$30,000.00
3	Project Funding Source Sign	EA	2	\$ 600.00	\$ 1,200.00
4	Water Pollution Control	LS	----	\$ 1,000.00	\$ 1,000.00
5	Street Sweeping	LS	----	\$ 1,000.00	\$ 1,000.00
6	Surveying Services	LS	----	\$ 9,000.00	\$ 9,000.00
7	Monumentation	EA	3	\$ 1,500.00	\$ 4,500.00
8	Clearing and Grubbing	LS	----	\$ 10,000.00	\$ 10,000.00
9	Relocate Irrigation (Sprinklers) Facilities	LS	----	\$ 2,500.00	\$ 2,500.00
10	Remove Corrugated Pipe	LS	----	\$ 1,500.00	\$ 1,500.00
11	Remove Traffic Stripes and Pavement Markings	LS	----	\$ 7,500.00	\$ 7,500.00
12	Cold Plane Existing Asphalt	SF	15,000	\$ 1.00	\$ 15,000.00
13	Asphalt Pavement Removal	SF	1,915	\$ 4.50	\$ 8,617.50
14	Roadway Excavation	CY	100	\$ 50.00	\$ 5,000.00
15	Embankment Construction	CY	470	\$ 60.00	\$ 28,200.00
16	Aggregate Base Class 2	TN	390	\$ 50.00	\$ 19,500.00
17	Pavement Reinforcing Fabric	SF	12,100	\$ 0.50	\$ 6,050.00
18	Crack Fill	Gal	200	\$ 35.00	\$ 7,000.00
19	Hot Mix Asphalt (Type B)	TN	512	\$ 130.00	\$ 66,560.00
20	12" Storm Drain Pipe	LF	25	\$ 200.00	\$ 5,000.00
21	12" Flared End	EA	2	\$ 1,000.00	\$ 2,000.00
22	Concrete Bike Path	SF	1,616	\$ 15.00	\$ 24,240.00
23	Concrete Valley Gutter	LF	10	\$ 125.00	\$ 1,250.00
24	Concrete Curb and Gutter	LF	150	\$ 60.00	\$ 9,000.00
25	Detectable Warning Surface	SF	50	\$ 35.00	\$ 1,750.00
26	A1-3 Curb	LF	220	\$ 37.00	\$ 8,140.00
27	AC Dike Type A Caltrans Standard RSP A87B	LF	18	\$ 175.00	\$ 3,150.00
28	Stamped Concrete	SF	1,815	\$ 16.00	\$ 29,040.00
29	Adjust Traffic Operations Boxes to Grade	EA	6	\$ 950.00	\$ 5,700.00
30	Install Traffic Sign	EA	11	\$ 350.00	\$ 3,850.00
31	Relocate Traffic Sign	EA	3	\$ 350.00	\$ 1,050.00
32	Traffic Loop Detectors	EA	9	\$ 750.00	\$ 6,750.00
33	Object Markers	EA	4	\$ 250.00	\$ 1,000.00
34	Pavement Markers and Markings	LS	----	\$ 10,000.00	\$ 10,000.00
35	Restoration	LS	----	\$ 500.00	\$ 500.00

**TOTAL BID SCHEDULE ITEMS 1 THROUGH 35 \$ 346,548.00**

4. **TERMINATION.** If the Contractor should be adjudged as bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract Documents, the Owner may serve written notice upon him and his surety of its intention to terminate the Contract; such notice to contain the reasons for such intention to terminate the Contract, and, unless within ten (10) days after serving of such notice such violation shall cease and satisfactory arrangements for correction thereof be made,

the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that if the surety within fifteen (15) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

5. NOTICE AND SERVICE THEREOF. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, (a) if the notice is given to the Owner, per personal delivery thereof to the Director of Public Works of said Owner, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to the Owner, postage prepaid and registered; (b) if the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his duly authorized representative at the site of the project, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to said Contractor at 40434 Brickyard Drive, Madera, CA 93636, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

6. ASSIGNMENT OF CONTRACT. Neither the Contract nor any part thereof, nor moneys due, or to become due thereunder, may be assigned by the Contractor without the prior written approval of the Owner.

7. CONTRACT SECURITY. The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

8. INSURANCE. The Contractor shall not commence work under this Contract until he has obtained all insurance required and such insurance has been approved by the City Attorney of Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract, and particularly paragraph 9 hereof. Said insurance obtained by the Contractor shall be primary and noncontributory as to any insurance maintained by owner. **Endorsement for additional insured shall be submitted on standard form CG 20101185. Endorsement forms CG 20101001 and CG 20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects.** Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy.

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City is the named insured or is named as an additional insured with the Contractor. Notwithstanding any inconsistent

statement in the policy or any subsequent endorsement attached thereto, the City shall be the insured or named as an additional insured covering the work, whether liability is attributable to the Contractor or the City. The policy shall insure the City, its officers, employees and agents while acting within the scope of their duties on the work, against all claims arising out of or in connection with the work.

The Contractor may file insurance acceptable to the City covering more than one project. The coverage shall provide the following minimum limits:

Bodily Injury...	\$500,000.00	each person
	\$1,000,000.00	each occurrence
	\$1,000,000.00	aggregate products and completed operations
Property Damage...	\$250,000.00	each occurrence
	\$500,000.00	aggregate

A combined single limit policy with aggregate limits in the amount of \$1,250,000.00 will be considered equivalent to the required minimum limits.

The Contractor will require all subcontractors to take out and maintain bodily injury liability and property damage liability in the amounts stated above.

The Contractor and subcontractors shall save, keep and hold harmless the City, its officers and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with the applicable law or statute, but in no event less than thirty (30) days before expiration or cancellation is effective.

All insurance required by this section shall be from a California admitted insurance company.

The cost of this insurance shall be included in the Contractor's bid.

### **CANCELLATION CLAUSE**

NOTE: The standard form used by insurance carriers will not be acceptable unless the word "endeavor" is crossed out where the paragraph states, "The issuing company will (endeavor to) mail . . ." A portion of the last paragraph should be crossed out, which states, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company."

9. **HOLD HARMLESS.** The contractor will indemnify, defend with counsel selected by the Owner, save, keep, and hold harmless, the Owner and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of said work, or by reason of any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation, in consequence of the use in, on, or about said work, of any article or material supplied or installed under this Contract. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the

above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the Owner and are for the express benefit of the general public.

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

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

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

10. ACCIDENT PREVENTION. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

11. PAYMENT. The Owner will make partial and final payment to the Contractor except that the Owner will retain the five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by Owner of notice of acceptance of completion of all work covered by this Contract, if such notice be recorded within ten (10) days after the acceptance of completion of such Contract; or, if such notice be not so recorded within ten (10) days, until the expiration of ninety-five (95) days after the acceptance of completion of such work of improvement, at which time and not before, Owner shall pay to Contractor the whole of the remaining five percent (5%) of said contract price so held back as provided.

The closure date for the purpose of making monthly progress payment will be the last calendar day of that month. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Contractor will submit its own invoice for work performed to the closure date and the Engineer will make an approximate measurement of the work performed to the closure date and as a basis for making monthly payments, estimate its value based on the contract unit prices or as the Engineer deems appropriate. The owner will endeavor to, not later than twenty (20) working days after receipt of the Contractor's invoice, make partial payment to the Contractor, based on work performed and material incorporated in the project as of the closure date of the particular calendar month, providing that the Contractor's invoice for the work performed agrees with the Engineer's determination. If the Engineer's determination differs from the Contractor's invoice, the Owner will make payment to the Contractor for those items or portions of items not in dispute not later than payment would have been made had no dispute occurred. Within ten (10) calendar days after agreement on disputed work is achieved between the Owner and the Contractor, the Owner shall pay the Contractor for any additional monies due as a result of settling

any dispute. When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

The payment of progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the Owner and subject to whatever inspection and approval may be required by law.

12. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

13. ARTICLE VI. -- The improvements contemplated in the performance of this contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires. In such cases, the State Contract Act will govern.

14. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

ATTEST:

CITY OF MERCED, a Municipal Corporation  
(Herein called Owner)

By: \_\_\_\_\_  
Deputy City Clerk

By: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_

AVISON CONSTRUCTION, INC.  
(Herein called Contractor)

By: \_\_\_\_\_  
City Attorney

By:  \_\_\_\_\_  
Contractor

ACCOUNT DATA:

**PROJECT NUMBER 115047**

Contract No. \_\_\_\_\_

Project Account No./Amount:

**450-1104-637.65-00-115047**      \$346,548.00

LICENSE NO. 823535

TAXPAYER I.D. NO. 20-8598562

VENDOR NO. \_\_\_\_\_

ADDRESS: \_\_\_\_\_

40434 Brickyard Drive, Madera, CA 93636

PHONE: \_\_ (559) 431-0317

FAX: \_\_ (559) 431-0321

EMAIL: cshort@avisoninc.com

By: \_\_\_\_\_  
Finance Officer Verification

(SEAL)



## ADMINISTRATIVE REPORT

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### Agenda Item I.12.

Meeting Date: 4/16/2018

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*Report Prepared by: Michael Miller, Public Works Manager - Tax Services*

**SUBJECT:** Agreement for Landscape Vegetation Replacement and Irrigation Repair with Yard Masters, Inc., for the Las Brisas, Fahrens Park II, Tuscany, University Park, University Park II, and Mercy Hospital Special Districts and Supplemental Budget Appropriations

### REPORT IN BRIEF

Consider awarding an agreement to Yard Masters, Inc., for Phase 2 of the landscape vegetation replacement and irrigation repair project in drought-impacted Special Assessment Districts; and approving supplemental budget appropriations to cover the work.

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Approving an agreement for professional services with Yard Masters, Inc., in the amount of \$39,664, for landscape vegetation replacement and irrigation repair at identified Special Districts; and,
- B. Authorizing the City Manager or Assistant City Manager to approve future contract amendments not to exceed 10% of the contract value; and,
- C. Approving a supplemental appropriation of funds from the unappropriated reserves in the amount of \$39,664, in the following Special Assessment Districts: Las Brisas, (\$5,385), Fahrens Park II (\$12,390), Tuscany (\$3,135), University Park (\$10,530), University Park II (\$3,024), and Mercy Hospital (\$5,200); and approving future supplemental budget appropriations to cover the cost of the amendments; and,
- D. Authorizing the City Manager or Assistant City Manager to execute the necessary documents.

### ALTERNATIVES

- 1. Approve as recommended by staff; or,
- 2. Refer back to staff for further study; or,
- 3. Deny.

### AUTHORITY

Professional Contractual services with an estimated value greater than \$30,000, are made by written contract in accordance with Merced Municipal Code, "Title 3-Revenue and Finance, Chapter 3.04-

Purchasing System, Article III-Purchases over Twenty Five Thousand Dollars, Section 3.04-120-Written Contracts.”

### CITY COUNCIL PRIORITIES

Not applicable.

### DISCUSSION

The Public Works Department is requesting approval of a professional services agreement with Yard Masters, Inc., (“Yard Masters”) in the amount of, \$39,664, to fund Phase 2 of the Landscape Replacement Vegetation and Irrigation Repair project.

The work, in general, will consist of replacement of all dead shrubs, groundcover, and other existing landscape with like-kind, or approved drought tolerant plants.

In addition, inspection, repair, and installation of irrigation systems to newly planted vegetation areas will be completed to ensure optimum growth of immature landscape.

The Public Works Department recently invited proposals and the results are as follows:

<u>Vendor Name:</u>	<u>Amount:</u>
Yard Masters	\$39,664
Odyssey Landscape	\$60,816

We have utilized Yard Masters services for many years and they continue to be dependable and cost conscientious, while providing a healthy, well maintained landscaped environment throughout the community that our citizens expect and appreciate.

### IMPACT ON CITY RESOURCES

The Finance Department has confirmed sufficient funding is available for this project and the allocation will be as follows:

<b>District Name</b>	<b>Account Number</b>	<b>Amount</b>
Las Brisas	136-1165-532.17-00	\$5,385
Fahrens Park II	141-1165-532.17-00	\$12,390
Tuscany	173-1166-532.17-00	\$3,135
University Park	172-1166-532.17-00	\$10,530
University Park II	184-1166-532.17-00	\$3,024
Mercy Hospital	194-1166-532.17-00	<u>\$5,200</u>
<b>TOTAL:</b>		<b>\$39,664</b>

### ATTACHMENT

1. Agreement for Professional Services

## **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 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and Yard Masters, Inc., a California Corporation, whose address of record is 1968 Business Parkway, Merced, California 95348, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to render landscape maintenance services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide landscape maintenance 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 landscape maintenance services described in Exhibit "A" attached hereto.

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

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

3. **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 "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Thirty-Nine Thousand Six Hundred Sixty-Four Dollars (\$39,664.00).

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: Kelly Turner 3/1/18  
City Attorney Date

ACCOUNT DATA:

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

CONSULTANT  
YARD MASTERS, INC.,  
A California Corporation

BY: \_\_\_\_\_

(Signature)

Juan A. Pelayo  
\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_

(Title)

BY: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_

(Title)

Taxpayer I.D. No. 77-0566608

ADDRESS: 1968 Business Parkway  
Merced, CA 95348

TELEPHONE: (209) 722-3056

FAX: (209) 722-3080

E-MAIL: Cristina.Yardmasters@live.com

### **SCOPE OF SERVICES**

The Scope of Service is to be used as a general guide and is not intended to be a complete list of all services necessary to complete the project.

#### **LANDSCAPE MAINTENANCE AND IRRIGATION**

The Contractor shall remove and replace all existing dead shrubs and groundcover. The Contractor shall replace bushes and ground cover where vegetation previously existed, with like kind, or approved drought tolerant vegetation (minimum sizing: trees 15-gallons, bushes 5-gallons, and groundcover 1-gallon). Proper disposal of debris is the responsibility of the contractor. The contractor shall install or repair irrigation to newly planted vegetation. The Contractor shall USA before digging.

The Contractor shall furnish all supervision, labor, material, and equipment necessary to successfully complete the project. In cases where issues or questions arise the Contractor shall notify the Public Works Director or his designee. The Contractor shall through the course of this work comply with the rules, ordinances, regulations, etc. set forth by agencies having jurisdictions, which apply to the work site, the Contractor and, his/her employees.

#### **WARRANTY**

The Contractor shall be responsible to establish plants, provide a healthy growing condition, and complete work in accordance with established planting practices for the period of one (1) year.

The Contractor shall warranty replacement vegetation for one (1) year.

The Contractor shall replace and repair any damaged irrigation to newly planted vegetation and warranty work for one (1) year.

#### **LICENSING AND TIME OF PERFORMANCE**

The Contractor shall possess the proper State Contractor's License C-27 Landscaping Contractor, current bond and insurance. Contractor shall include verification of licensing requirements in their proposal package.

Contractor shall complete work within 90 calendar days after agreement has been awarded.

### **CITY RESPONSIBILITIES**

- The City shall provide the Contractor with any existing and available plans, studies, or information concerning the project.
- The City shall designate a representative authorized to act in its behalf with respect to the Contract(s).
- The City shall furnish required information and review draft documents as expeditiously as necessary for the orderly process of the work.

## **EXHIBIT A**

## YARD MASTERS, INC.

<u>ACCOUNT NUMBER</u>	<u>DISTRICT NAME</u>	<u>AMOUNT</u>
136-1165-532.25-00	Las Brisas	\$5,385.00
141-1165-532.25-00	Fahrens Park II	\$12,390.00
173-1166-532.25-00	Tuscany	\$3,135.00
172-1166-532.25-00	University Park	\$10,530.00
184-1166-532.25-00	University Park II	\$3,024.00
194-1166-532.25-00	Mercy Hospital	\$5,200.00
	Total:	<u>\$39,664.00</u>



## ADMINISTRATIVE REPORT

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### Agenda Item I.13.

Meeting Date: 4/16/2018

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*Report Prepared by: Michael Miller, Public Works Manager - Tax Services*

**SUBJECT:** Maintenance Districts Engineer's Reports and Budgets - Fiscal Year 2018/2019 and Setting a Public Hearing

### REPORT IN BRIEF

Consider setting a public meeting for Monday, June 4, 2018, to address the proposed Engineer's Reports and Budgets. The Council must then conduct a formal public hearing set for Monday, June 18, 2018, before a determination is made on the level of assessment to approve.

### RECOMMENDATION

**City Council** - Adopt a motion adopting **Resolution 2018-23**, a Resolution of the City Council of the City of Merced, California, approving the Engineer's Reports on Maintenance Districts and setting a public meeting and a public hearing thereon.

### ALTERNATIVES

1. Adopt Resolution approving Engineer's Reports and Budgets on the various Maintenance Districts; set a public meeting for Monday, June 4, 2018, and a public hearing for Monday, June 18, 2018; and,
2. Return to Staff with specific direction; or,
3. Deny.

### AUTHORITY

Chapter 26 of Part 3 of Division 7 of the State of California Streets and Highways Code provides the applicable general law for Maintenance Districts; and,

Article I (alternative method for the levy of benefit assessments) of Title 13, Division VIII, of the Merced Municipal Code (MMC) dealing with Maintenance Districts, provides for subsequent modifications to existing Maintenance Districts; and,

Initiative Measure (Proposition 218, Sections 2, 3, 4, 5, and 6) approved at the November 5, 1996, election and also known as the "Right to Vote on Taxes Act," provides for assessment ballot proceedings.

### CITY COUNCIL PRIORITIES

Addresses Fiscal Year 2018/2019 City Administrative Priority for Maintenance District Funding.

**DISCUSSION**

The Fiscal Year 2018/2019 budgets and engineer's reports are complete and balanced with available revenue. Several Districts will continue to benefit from existing operating reserve funds, as well as a consumer price index (CPI) increase adjustment of 3.1%.

They are available upon request for review and have been submitted to the City Clerk's office, as required by MMC Sections 13.62.130 and 13.62.150. Attachment 1 is a summary of the budgets, assessment levies, and abeyances.

Council at its regularly scheduled meeting held on January 16, 2018, authorized an assessment ballot hearing to obtain property owner approval to increase annual levies for the following Districts: Northwood Village, East College Homes, Moss Landing, and Ridgeview Meadows.

The property owners in the Moss Landing District approved an increase to their annual levy and will appear on their Merced County Tax bill for Fiscal Year 2018/2019.

Conversely, Northwood Village, East College Homes, and Ridgeview Meadows assessment ballots failed. Therefore, annual assessments will remain at their existing amounts. Maintenance work at these locations will continue to match available revenue and fund reserves will be utilized when necessary to cover costs for critical operations such as storm pump utilities.

**Fahrens Park II**

The budget includes \$25,000 in continued funding for eucalyptus tree maintenance and beautification. Trees have been identified for inspection, pruning, and removal. They are located on the north and south sides of Buena Vista Drive, between North Highway 59 and Lago Court, including the bike paths along Fahrens and Black Rascal Creeks.

The goal of the project is to ensure these trees are safe and healthy to minimize conflicts with pedestrians, vehicle traffic, and dwellings. Also, it will enhance the existing character and beauty of the area and naturalistic scenic bike pathways.

This work will begin prior to the start of the winter season with all dead, diseased, and hazardous trees or branches removed to include undergrowth and debris.

This project will be a partnership with the California Department of Forestry/Mount Bullion Conservation Camp, private landscape contractor, and Public Works staff.

Several Districts' Utility Budgets will reflect increased costs due to watering schedules resuming to regular cycles since the drought has been officially declared over.

In addition, various species of shrubs and groundcover have recently been planted in many Districts as part of the Landscape Vegetation Replacement and Irrigation Repair project. Providing adequate water to these new plants is vital to their survival.

Although the drought is over, staff will continue its diligence in reducing irrigation expenses, such as temporarily turning off irrigation services during the winter season, as well as adjusting timers in relation to weather conditions.

### Abeyances

At the Council meeting held on February 17, 2015, Council approved the Maintenance District Operating and Capital Reserve Fund policy to determine appropriate reserve levels; and, determine appropriate benefit assessment abeyances for Districts that have reserve balances above that required by the Fund Balance policy.

The maximum reserve necessary to ensure continued operations, improvements, and repairs for individual Districts shall be calculated by adding the following:

1. An amount equal to one-year operating reserves; and,
2. An amount equal to that necessary to replace foreseeable losses of capital equipment, exclusive of any storm pump specific items contained within the District; and,
3. An amount equal to that necessary to complete any future (unbuilt) planned capital improvement projects.

Maintenance Reserve	Recommended	Reserve	Annual Assessment	Annual Assessment	
District	Fund	5-Year	Balance After	Per Unit Without	Per Unit With
Name	Balance	Abeyance	Abeyance	Abeyance	Abeyance
Glenhaven Park	\$39,305	\$15,168	\$24,137	\$36.82	\$7.36
Quail Run	\$97,893	\$21,758	\$76,135	\$21.59	\$12.59
Sequoia Hill	\$78,075	\$11,200	\$66,875	\$152.82	\$123.73
SkyMoss	\$69,416	\$10,701	\$58,715	\$221.59	\$181.78 1
				\$229.06	\$187.91 2

Note 1: SkyMoss Zone 1, Storm Drain Public Improvements

Note 2: SkyMoss Zone 2, Storm Drain and Landscape Public Improvements

Districts receiving abeyances will be for a period of one (1) to five (5) years and not to exceed 80% of the current assessment levy. The four (4) Districts that abeyances are recommended for will require approximately five (5) years to reach appropriate reserve levels.

### History and Past Actions

Maintenance Districts were originally established to pay for the operation and maintenance costs associated with maintaining storm drainage systems, street lighting, and aesthetically pleasing landscaping to open spaces such as park strips and street center-islands.

Property owners within these identified Districts are levied annual assessments against each lot or parcel of land to cover these expenses.

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Proposition 218, enacted by the voters in 1996, requires the City to conduct an assessment ballot proceeding in order to levy increased assessments, beyond the allowed adjustment, based on the United States Department of Labor's All Urban Consumers-Western Region CPI report.

Each year City Council must hold both a public meeting and public hearing on the various Maintenance Districts' budgets for the coming fiscal year, before final adoption of the budget.

The approval process for Districts with no increase in assessment above the allowable CPI is as follows:

- Public Works Department determines annual budget costs by District;
- City Engineer prepares annual report and assessment spread;
- Council adopts resolution approving Engineer's Reports and sets dates for public meeting and public hearing;
- Council seeks public input at public meeting, but takes no other action;
- Following a public hearing, Council adopts resolution approving, confirming, and adopting Engineer's Reports.

The approval process for Districts with an increase in assessment above the allowable CPI is as follows:

- Public Works Department determines annual budget costs by District;
- City Engineer prepares annual report and assessment spread;
- If the proposed increase in annual assessments is greater than the amount allowed under Proposition 218, then an assessment ballot proceeding must be held. Assessments remain at the previous year's rate, until the legal ballot process is followed;
- Notices and ballots are mailed 45-days prior to the scheduled public hearing;
- Council holds a public hearing to determine voter approval of increased assessments and the public hearing is continued to a subsequent meeting to allow time to open and tally the sealed ballots;
- Following the "continued" public hearing, Council adopts a resolution approving, confirming, and adopting the Engineer's Reports based on the results of the ballots.

In closing, operating budgets are balanced with available revenue and/or fund balance reserves. The CPI adjustment increase to budgets with previously held successful ballot proceedings will be 3.1%; compared to 2.5% last fiscal year.

The City Attorney's office has prepared the necessary resolution setting a public meeting and public hearing for the various budgets and reports (Attachment 2).

Council will have the opportunity to consider a motion on the various budgets following the close of the public hearing scheduled for Monday, June 18, 2018.

## **IMPACT ON CITY RESOURCES**

The Finance Department has confirmed each Districts' operational and maintenance expenses are balanced with available revenue and/or fund balance reserves.

**ATTACHMENTS**

1. Budget Summaries
2. Maintenance District Resolution 2018-23

			Fiscal Year 2017/2018					Fiscal Year 2018/2019					Operating Reserves					
Fund #	District Name	Service Type	Approved Budget	Approved Assessment	Proposed Abeyance	City Share	Balance (Reserve) Required	Proposed Budget	Proposed Assessment	Proposed Abeyance	City Share	Reserve Balance Required	Projected Operating Reserve as of 3/19/18	Balance after use of Reserve/Abeyance	Projected Pump Reserve as of 3/19/18	Prop 218 Ballot Fiscal Year	Comments: CPI shown for Successful Ballots	
100	Quail Creek	L	39,900.00	39,900.00				45,467.00	41,000.00			4,467.00	39,562.00	35,095.00	N/A	03/04	CPI on 3/1/03 was 188.1	
101	West Creek Homes 1	B	14,069.39	14,069.39				15,819.18	15,819.00			0.18				00/01	CPI on 3/1/00 was 173.4	
	West Creek Homes 2	SD	1,797.61	1,797.61				1,872.82	1,872.82			0.00	51,540.00	51,540.00	24,152.00	00/01	CPI on 3/1/00 was 173.4	
	Silverado #1	B	46,423.00	46,423.00				55,012.00	55,012.00			0.00	82,803.00	82,803.00	18,273.00	00/01	CPI on 3/1/00 was 173.4	
103	Oakmont No 3	L	27,554.00	27,554.00				28,050.00	28,050.00			0.00	7,301.00	7,301.00	N/A	17/18	CPI on 2/1/17 was 252.5	
104	Northwood Village	L	11,611.00	6,629.00			4,982.00	11,982.00	10,681.00			5,353.00	10,681.00	5,328.00	N/A	N/A	Ballot Failed 3/19/18	
105	Village Landing	L	8,068.00	8,068.00				9,307.00	9,307.00			0.00	17,282.00	17,282.00	N/A	03/04	CPI on 3/1/03 was 188.1	
106	Village West	SD	9,075.00	5,191.00			3,884.00	8,264.00	5,191.00			3,073.00	25,997.00	22,924.00	23,265.00	N/A	No Previous Ballot	
107	E College Homes	SD	3,980.00	3,262.00			718.00	4,812.00	3,262.00			1,550.00	2,126.00	576.00	22,569.00	N/A	Ballot Failed 3/19/18	
108	Sunset West	B	18,724.00	18,724.00			0.00	21,648.00	21,648.00			0.00	63,334.00	63,334.00	26,836.00	01/02	CPI on 3/1/01 was 180.1	
109	Glenhaven Park	SD	3,792.00	758.40	3,033.60		0.00	3,792.00	758.40	3,033.60		0.00	33,676.00	30,642.40	21,644.00	N/A	No Previous Ballot	
110	Oakbrook	SD	9,573.00	8,299.00			1,274.00	10,723.00	8,299.00			2,424.00	11,481.00	9,057.00	21,516.00	N/A	No Previous Ballot	
111	Moss Landing	SD	4,576.00	3,481.00			1,095.00	8,047.00	8,047.00			0.00	2,135.00	2,135.00	21,308.00	18/19	Ballot Passed 3/19/18	
113	Yosemite Village	SD	7,086.00	4,505.00			2,581.00	7,462.00	4,505.00			2,957.00	13,638.00	10,681.00	23,049.00	N/A	Ballot Failed 2/13	
114	Oakmont Village	SD	7,174.00	7,174.00			0.00	8,283.00	8,283.00			0.00	16,602.00	16,602.00	16,115.00	00/01	CPI on 3/1/00 was 173.4	
115	Pleasanton Park	L	4,843.00	4,843.00			0.00	4,843.00	4,843.00			0.00	2,859.00	2,859.00	N/A	12/08	Failed 12/1/08 and 6/19/17	
116	Deer Park 1&2	SD	4,662.00	4,023.00			639.00	4,023.00	4,023.00			0.00	29,878.00	29,878.00	23,396.00	N/A	No Previous Ballot	
117	Merced Auto Center	B	15,767.00	3,855.00		9,743.85	2,168.15	18,430.00	3,855.00		12,246.75	2,328.25	3,635.00	1,306.75	1,628.00	12/08	Ballot Failed 12/1/08	
118	Quail Run	SD	10,435.00	6,083.00	4,352.00		0.00	10,435.00	6,083.00	4,352.00		0.00	89,165.00	84,813.00	31,405.00	98/99	CPI on 2/1/98 was 163.2	
119	Landscape District 1	L	992.00	992.00			0.00	992.00	992.00			0.00	33,931.00	33,931.00	N/A	N/A	No Previous Ballot	
120	Downtown Area 1	L	137,923.00	119,729.59				120,602.97	119,729.59									
	Downtown Area 2	L	72,040.82	62,537.85			27,696.38	62,994.03	62,537.85			1,329.56	25,804.00	24,474.44	N/A	N/A	Ballot Failed 6/7/04	
121	Ridgeview Meadows	B	13,610.00	11,464.00			2,146.00	12,795.00	11,464.00			1,331.00	2,249.00	918.00	22,303.00	N/A	Ballot Failed 3/19/18	
122	Fahrens Park	B	30,312.00	5,400.00		21,202.65	3,709.35	36,002.00	5,400.00		26,735.40	3,866.60	57,460.00	53,593.40	22,341.00	N/A	No Previous Ballot	
123	Villa Santa Fe	SD	571.00	571.00				571.00	571.00			0.00	8,784.00	8,784.00	N/A	N/A	No Previous Ballot	
124	Olivewood	B	6,366.00	1,532.86		3,745.14	1,088.00	6,862.00	1,532.86		4,332.30	996.84	2,782.00	1,785.16	8,890.00	12/08	Failed 12/1/08 & 2/7/17	
125	Campus North	B	15,698.00	11,300.00			4,398.00	16,367.00	11,700.00			4,667.00	16,201.00	11,534.00	7,143.00	99/00	Failed 12/1/08 & 2/7/17	
126	Mansionette	B	26,178.00	26,178.00			0.00	26,700.00	26,700.00			0.00	2,456.00	2,456.00	0.00	17/18	CPI on 2/1/17 was 252.5	
127	Hansen Park	B	4,177.00	4,177.00				4,177.00	4,177.00			0.00	249.00	249.00	3,642.00	01/02	Failed 12/1/08 and 6/19/17	
132	Cypress Terrace	SD	1,660.68	1,660.68				3,737.61	3,737.61			0.00				02/03	CPI on 8/1/02 was 185.8	
	Cypress Terrace	B	34,227.32	34,227.32				37,156.39	37,156.39			0.00	58,290.00	58,290.00	8,314.00	02/03	CPI on 8/1/02 was 185.8	
136	Las Brisas	B	41,230.00	41,230.00				46,472.00	46,472.00				132,183.00	132,183.00	13,933.00	98/99	CPI on 7/1/98 was 164.3	
139	Paulson Place Zone 1	B	9,125.00	7,300.00				8,675.00	7,550.00							00/01	CPI on 3/1/00 was 173.4	
	Paulson Place Zone 2	SD	1,013.00	1,013.00			1,825.00	890.00	890.00			1,125.00	25,276.00	24,151.00	11,824.00	00/01	CPI on 3/1/00 was 173.4	
140	Ronnie	SD	4,817.00	4,817.00				4,841.00	4,841.00			0.00	61,336.00	61,336.00	16,231.00	00/01	CPI on 8/1/00 was 175.9	
	Fahrens Pk 2 Zone 1	B	132,934.97	132,934.97				138,903.33	138,903.33							00/01	CPI on 8/1/00 was 175.9	
	Fahrens Pk 2 Zone 2	SD	1,619.03	1,619.03				2,083.67	2,083.67				411,241.00	411,241.00	29,762.00	00/01	CPI on 8/1/00 was 175.9	
142	LaBella Vista	B	26,766.00	26,766.00				36,462.00	36,462.00			0.00	37,194.00	37,194.00	7,118.00	02/03	CPI on 5/1/02 was 185.0	
143	Davenport Ranch	B	2,283.40	2,283.40				2,535.84	2,535.84							02/03	CPI on 7/1/02 was 184.7	
	Davenport Ranch	B	1,712.55	1,712.55				1,901.88	1,901.88							02/03	CPI on 7/1/02 was 184.7	
	Davenport Ranch	B	53,089.05	53,089.05				58,958.28	58,958.28				81,752.00	81,752.00	4,095.00	02/03	CPI on 7/1/02 was 184.7	
144	Sequoia Hill	B	11,767.00	9,527.00	2,240.00			11,767.00	9,527.00	2,240.00		0.00	77,566.00	75,326.00	10,054.00	02/03	CPI on 8/1/02 was 185.8	
	Skymoss	SD	3,825.00	3,088.03				4,352.00	3,570.09							03/04	CPI on 9/1/03 was 189.6	
145	Skymoss	B	7,282.00	5,878.97	2,140.00			7,559.00	6,200.91	2,140.00			68,953.00	66,813.00	5,223.00	03/04	CPI on 9/1/03 was 189.6	
148	Lowe's	B	15,749.00	15,749.00				16,814.00	16,814.00			0.00	35,425.00	35,425.00	4,336.00	05/06	CPI on 3/1/04 was 192.2	
151	Yosemite Gateway 1	B	24,737.90	24,737.90				26,937.17	26,937.17			0.00				05/06	CPI on 1/1/04 was 189.0	
	Yosemite Gateway 2	B	14,046.10	14,046.10				15,294.83	15,294.83			0.00	47,709.00	47,709.00	0.00	05/06	CPI on 1/1/04 was 189.0	
153	Vist Del Sol	B	17,872.00	17,872.00				18,757.00	18,757.00			0.00	69,408.00	69,408.00	7,118.00	05/06	CPI on 3/1/04 was 192.2	
N/A	Total	N/A	\$962,734.82	\$858,073.70	\$11,765.60	\$34,691.64	\$58,203.88	\$1,010,433.00	\$919,884.52	\$11,765.60	\$43,314.45	\$35,468.43	\$1,759,944.00	\$1,712,710.15	\$457,483.00	N/A	N/A	

**RESOLUTION NO. 2018\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
APPROVING ENGINEER'S REPORTS ON  
MAINTENANCE DISTRICTS AND SETTING A  
PUBLIC MEETING AND A PUBLIC HEARING  
THEREON**

THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY  
RESOLVE AS FOLLOWS:

SECTION 1. The City Engineer's reports on Campus North, Cypress Terrace, Davenport Ranch, Deer Park Storm Drainage, Downtown Landscape, East College Homes Storm Drainage, Fahrens Park, Fahrens Park #2, Fairview Storm Drainage, Glenhaven Storm Drainage, Hansen Park, Landscape District No. 1, LaBella Vista, Las Brisas, Mansionette, Lowe's, Merced Auto Center, Moss Landing Storm Drainage, Northwood Village No. 1, Phase 2 Landscape, Oakbrook Storm Drainage, Oakmont No. 3 Landscape, Oakmont Village Storm Drainage, Olivewood Storm Drainage, Paulson Place, Pleasanton Park No. 2 Landscape, Quail Creek Landscape, Quail Run Storm Drainage, Ridgeview Meadows, Ronnie, Sequoia Hill, Silverado, Skymoss, Sunset West Storm Drainage, Villa Santa Fe Storm Drainage, Village Landing Landscape, Village West Storm Drainage, Vista Del Sol, West Creek Homes, Yosemite Gateway, and Yosemite Village Storm Drainage Maintenance Districts, prepared in accordance with Section 13.62.150 of the Merced Municipal Code and filed with the City Clerk, are approved as filed.

SECTION 2. The Public Meeting on said report is hereby set for June 4, 2018, and the Public Hearing on said reports is hereby set for June 18, 2018, at the hour of 6:00 p.m. in the Council Chambers at the Civic Center, 678 West 18th Street, Merced, California. Said hearing may be postponed or continued.

SECTION 3. The City Clerk is directed to publish, mail and post notice of the hearing in accordance with Section 13.62.190 of the Merced Municipal Code.

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PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2018 by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

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

(SEAL)

APPROVED AS TO FORM:

K. Horep      3.20.18  
City Attorney      Date



## ADMINISTRATIVE REPORT

**Agenda Item I.14.**

Meeting Date: 4/16/2018

*Report Prepared by: Dan Arnold, Public Works Manager - Operations*

**SUBJECT: Purchase of a Replacement Police Vehicle and Requests for a Budget Appropriation for the Purchase and a Waiver of the Competitive Bidding Requirement**

### REPORT IN BRIEF

Fleet Services is requesting approval from Council to appropriate \$34,196 from the Fleet Capital Replacement fund, accept Insurance reimbursements for one wrecked police vehicle, and waiving the City's bid requirements to purchase a new 2017 Chevrolet Caprice Police Vehicle from a local dealership.

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Requesting an appropriation of \$34,196 from the Fleet Capital Replacement Fund to replace one wrecked Police Patrol Vehicle;
- B. Accepting insurance reimbursement revenue from McLaren's Insurance, crediting those funds back to the Fleet Capital Replacement Fund;
- C. Waiving the City's bid requirement, allowing a direct purchase from a local dealership for the purchase of one new 2017 Chevrolet Caprice Police Vehicle; and
- D. Authorizing the Finance Officer to make the appropriate budget adjustments and City Buyer to issue the Purchase Orders.

### ALTERNATIVES

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

### AUTHORITY

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**

Fleet Services is requesting approval from Council to appropriate \$34,196 from the Fleet Capital Replacement fund to purchase one new 2017 Police Chevrolet Caprice. The new vehicle is replacing one Chevrolet Caprice Police Patrol car that was completely totaled during a recent vehicle accident. The city's insurance will reimburse the City for the wrecked patrol vehicle, less a \$5,000 deductible; however, insurance stipulations require the City to make the purchase first before a reimbursement can be processed. Staff requests those insurance reimbursements be credited back to the Fleet Capital Replacement Fund 674 once received.

Chevrolet stopped making the Caprice Police vehicle in 2017, and a search for a new Police Caprice was very limited due to its discontinuance. However, our local Chevrolet Dealer has located one for a total cost of \$32,718.98 (see Attachment 1); this vehicle will come with a full new car five-year/100,000 mile powertrain warranty. Fleet staff also solicited quotes for a Ford SUV Interceptor to compare cost and functionality. Though the Police version of the Caprice is being phased out, by purchasing the Caprice instead of the normal Ford SUV Interceptor, (see Attachment 3), the City will save \$4,661.02.

In addition, by purchasing a Caprice instead of an Interceptor, some of the retrofit gear from the wrecked Caprice can be transferred into the new vehicle, saving approximately \$4,000 in additional cost. However, an additional \$1,476.22 is requested in this appropriation to purchase needed emergency lighting gear (see Attachment 2).

As a special one-time vehicle purchase, with very few Caprice Police vehicles available on the market, Fleet Services is requesting this vehicle be purchased as a sole source through our local Chevrolet dealership. The local dealership pricing does include a discount for government entities; this discount saves the City \$4,937 (see MSRP vs. Selling Price in Attachment 1). Additionally, since this vehicle is already built and available, the City will not need to wait the standard 3-4 months for a new vehicle to be built and delivered.

Staff is requesting Council's approval to waive the City's bidding requirements and purchase directly from Merced Chevrolet in order to realize a cost and time savings, as well as to continue with standardized vehicles.

**HISTORY**

Through the years, City Council has approved sole source purchases of specific vehicles primarily for standardization purposes, and especially for emergency vehicles where officers need continuity in configuration, handling and performance. When responding to life or death emergencies standardization can mean the difference between life and death where every second counts. Other departments such as Solid Waste have also been sole sourced to ensure truck configuration is consistent for operator controls which can also lower accident liability due to standardization.

Standardization reduces overall parts and maintenance expenses for Fleet Services, and improves repair time when breakdowns do occur, due to technician familiarity with a specific vehicle type.

Utilizing government discounts, such as now used by some of the local dealerships, have proven to save the City money while allowing the purchase of specific equipment for which standardization makes economic and operational sense.

### **IMPACT ON CITY RESOURCES**

An appropriation of \$34,196 from the Fleet Capital Replacement fund is needed to purchase one new vehicle. The Insurance reimbursement for one wrecked police vehicle will be credited back to the Fleet Capital Replacement Fund 674.

### **ATTACHMENTS**

1. Attachment 1 - Caprice PPV.pdf
2. Attachment 2 - PDRetrofitGear.pdf
3. Attachment 3 - SUVPoliceQuote.pdf

## Attachment 1

Mar 05 2018 12:36PM Courtesy Auto

2095803720

## Retail Worksheet

Send To FAX

Deal #   
 Deal Date 03/05/2018  
 Deal Type Retail  
 Financial Inst. CASH  
 Program Normal  
 Deal Status Status

Vehicle  
 New Used Demo Cert.  
 Stock #   
 Year   
 Make   
 Model   
 Style   
 Odometer

Buyer  
 Customer #   
 Last   
 First   
 Company   
 Reg State CA  
 County MERCED COU

Sales Price  
 MSRP 34,687.00  
 Discount 4,937.00  
 Selling Price 29,750.00  
 Aftermarkets 0.00  
 Doc Fee 80.00  
 VSI Premium 0.00  
 ESC Premium 0.00  
 Maintenance 0.00  
 GAP Premium 0.00  
 LAH/BJI 0.00  
 Prior Lease Bal 6.00  
 License Fee 399.00  
 Dealer Fees 0.00  
 Total Fees 428.00  
 Total Taxes 2,460.98  
 Total Price 32,718.98  
 Trade Difference 29,750.00

Down Payment  
 Customer Cash 0.00  
 Deposit 0.00  
 Total Rebates 0.00  
 Total Trade Allow 0.00  
 Total Trade Payoff 0.00  
 Total Net Trade 0.00  
 Total Def Down 0.00  
 Total Down Payment 0.00

Payment  
 Term 1  
 Sell Rate 0  
 AOR  
 # Days 1st Payment 1  
 Payments Per Year 1  
 1st Payment Date 03/06/2018  
 Prepaid Fin Charge 0.00  
 APR  
 Amount Financed 32,718.98  
 Finance Charge 0.00  
 Total of Payments 32,718.98  
 Total Sales Price 32,718.98

Payment 32,718.98

ATTN: DAN

2017 PPV WITH FEES

THANKS

Gary Ulrick



## Emergency Vehicle Outfitters

9858 Kent Street  
Elk Grove, CA 95624

**Phone : (916) 685 0800**

Date 3/29/2018  
Quote # 12026

Bill To
CITY OF MERCED PURCHASING 678 W 18TH STREET MERCED CA 95364

Ship To
CITY OF MERCED Phil Lozano PUBLIC WORKS 1776 GROGAN MERCED, CA 95341

Terms Net 30

Due Date 4/28/2018

Item	Description	Qty	Net	Total
	2017 CHPRICE			
IVE SO PARTS-OUT	ENFWBFSC00 - Chevrolet Chevrolet Caprice (2011-17) Split Front (DRV)  S06  S06  S06  S06  S06  S06  S06  (PAS)  RED  RED  RED  RED  BLU  BLU  BLU  BLU	1	665.25	665.25T
IVE SO PARTS-OUT	ENFWBRFC00 - Chevrolet Chevrolet Caprice (2011-17) Solid Rear (DRV)  S06  S06  S06  S06  S06  S06  S06  (PAS)  RED  RED  RED  RED  BLU  BLU  BLU  BLU	1	665.25	665.25T
SHIPPING OUT	SHIPPING	1	35.95	35.95
	1-2 WEEKS LEAD TIME			

		<b>Subtotal</b>	\$1,366.45
		<b>Sales Tax (8.25%)</b>	\$109.77
		<b>Total</b>	\$1,476.22
<b>Fax : (916) 685 0883</b>	<b>e-mail: <a href="mailto:service@emergencyvehicleoutfitters.net">service@emergencyvehicleoutfitters.net</a></b>		
<b>Installation dept: (916) 550 SHOP</b>	<b><a href="http://www.emergencyvehicleoutfitters.net">www.emergencyvehicleoutfitters.net</a></b>		

PO Number:



## ADMINISTRATIVE REPORT

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### Agenda Item J.1.

Meeting Date: 4/16/2018

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

**SUBJECT:** Applications for the Department of Housing and Urban Development (HUD) 2018 Annual Action Plan

### REPORT IN BRIEF

Public hearing to review applications received for inclusion into the Department of Housing and Urban Development (HUD) 2018 Annual Action Plan.

### RECOMMENDATION

**City Council** - Adopt a motion accepting the prioritized applications and directing staff to fund them in order as funding becomes available from the U.S. Department of Housing and Urban Development.

### ALTERNATIVES

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

### AUTHORITY

Charter of the City of Merced, Section 200. CFR 570.201 - Eligible Activities; CFR 570.208 - National Objectives.

### CITY COUNCIL PRIORITIES

As recommended for funding in the "2018-19 Housing Budget."

### DISCUSSION

Housing staff is asking Council to prioritize the applications received from various community organizations prior to incorporation into the 2018 HUD Annual Action Plan. Due to the U.S. Department of Housing and Urban Development (HUD) not publishing the CDBG and HOME funding allocations for Fiscal Year 2018-19, Housing Staff can only ask for prioritization of the activities at this time. Once the City's allocation is published, housing staff will present the 2018 HUD Annual Action Plan with the recommended activities.

Due to the delay by HUD in publishing the 2018 funding allocations, HUD has given entitlement communities (including the City of Merced) additional time to prepare the 2018 Annual Action Plan. Jurisdictions are not allowed to submit the HUD Annual Plan to HUD prior to the funding allocations being published, but are required to submit the HUD Annual Action Plan no later than August 15, 2018.

#### **Funds Available:**

Since HUD has not published the City's grant allocations for Fiscal Year 2018/19, Housing Staff can only prepare next year's budget based on conversations with HUD Staff and Federal Government appropriations awarded to HUD. Housing Staff is anticipating the City of Merced will be awarded an amount similar to the amount awarded last fiscal year (FY17/18). At this time staff is estimating our CDBG allocation to be approximately \$950,000 with \$160,000 estimated to generate in program income. Additionally, staff is estimating our HOME allocation to be approximately \$300,000 with \$60,000 estimated to be generated in program income. Combined CDBG, HOME, and projected program income is estimated at \$1,470,000.

#### **Housing to Meet Special Needs (CHDO Set-Aside):**

The Housing Division is working with the Central Valley Coalition to develop an eligible project on property currently owned by the Housing Division. The amount set aside for this project is \$300,000.

#### **Housing Activities (Homeowner Rehabilitation/Acquisition):**

The City Housing Division would continue to provide assistance to eligible households and property owners to rehabilitate existing residential properties within the community through existing agreements. Financial assistance was provided as a grant to fund necessary health and safety repairs to improve the residence. Eligible improvements include, but are not limited to, window and HVAC replacements, sewer and water line repairs, and ADA improvements. Habitat for Humanity is continuing to use funds secured from last year's request to implement the Homeowner Rehabilitation Program.

The City Housing Division received applications this year from Sierra Saving Grace and Merced Rescue Mission to finance the acquisition of property to be used for their Permanent Supportive Housing Programs. Additionally, Valley Crisis Center submitted an application this year requesting assistance with rehabilitating one of the Safe Houses in our community. The total amount requested this year for all Housing Development-related projects was \$995,000. Staff is requesting that these five applications be considered a priority and be prioritized 3-7.

The development/Homeowner Rehabilitation activities received were:

<u>Organization</u>	<u>Activity</u>	<u>Requested Amount</u>
Sierra Saving Grace	Permanent Supportive Housing Acquisition of 1-4 Units	\$225,000
Merced Rescue Mission	Permanent Supportive Housing Acquisition of 1-4 Units	\$250,000
Valley Crisis Center	Rehabilitation of Safe House	\$20,000
Habitat for Humanity	Homeowner Rehabilitation	\$200,000

Central Valley Coalition for Affordable Housing	City Community Housing Development Org. Project	\$300,000
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\*Copies of the applications are available in the City Clerk's office.

### HUD 108 Loan:

The Designated Local Authority, formerly the Redevelopment Agency, determined the HUD 108 Loan as a City obligation. The loan payment is an eligible CDBG activity and the funds received will be used to cover the \$261,200 amount.

### Continuum of Care Plan and 10-Year Plan to End Homelessness:

Funding for the Continuum of Care has been added as a line item in this budget. The Merced Continuum of Care (COC) selected this past week a collaborative applicant to manage the COC. The Housing Division will enter into an agreement with the applicant, once they have been selected. The total amount is \$38,000.

### Public Services:

CDBG funds can be used for a number of activities if they meet the Eligible Activities criteria and contain one of the three National Objectives. No more than 15% of the CDBG grant, and the preceding year's calculated CDBG Program Income, can be awarded for Public Services.

Following three public meetings, applications were accepted for CDBG-funded activities. Eligible applicants must be public agencies or non-profit organizations that meet the National Objectives and have CDBG Eligible Activities. During the public meetings staff informed those in attendance that we had limited funding and that staff had budgeted \$50,000 for public service activities.

Staff met with most agencies applying for funds; and once received, all applications were screened for eligibility of a HUD National Objective. The total amount requested this year for various projects is \$221,400. This amount is four times the amount traditionally budgeted by the Housing Division. Staff is asking to have the following 7 applications prioritized 8-14. Once the funding allocations from HUD have been posted, the Housing Division will fund as many as possible with the funding resources available.

The seven public service activities received are:

<u>Organization</u>	<u>Activity Requested</u>	<u>Amount</u>
Merced Rescue Mission	Rapid Re-Housing	\$20,000
Merced Rescue Mission	Warming Center	\$16,000
Healthy House	Senior Rental Assistance	\$20,000
Sierra Saving Grace	Emergency Shelter Assistance	\$20,000
Kiwanis Club of Greater Merced	Kiddieland Bootcamp	\$7,000
Distinguished Outreach Services	After School Program	\$13,400
Boys & Girls Club	More Members Program	\$125,000

\*Copies of the applications are available in the City Clerk's office.

**IMPACT ON CITY RESOURCES**

Funding for the 2018 HUD Annual Action Plan is representative of the proposed 2018-2019 Housing Budget. Funds presented as CDBG and HOME anticipated allocations are based upon information from the City's HUD representative.

**ATTACHMENTS**

1. Attachment 1 - List of Applications Received

	Submitted on time?	Organization	Activity	Total Cost of Project	Requested Amount	Project Category	HUD Eligible Activity	Type of Agency	CDBG Eligible Criteria	Consolidated Plan Goal	Received CDBG or other federal funds any past 3 years?	HUD Eligible
1	Yes	<b>Project Sentinel Fair Housing*</b>	Fair housing services of civil rights enforcement and community outreach and education.	\$ 35,000.00	\$ 30,000.00	05J/ 05K?	Yes	501(c)(3)	Limited Clientele	Administrative Services	Yes	Yes
2	Yes	<b>To Be Determined</b>	Continuum of Care	\$78,000.00 (unsecured \$40,000.)	\$ 38,000.00	Administrative-Homeless/ AIDS Services	21A-State Planning	501(c)(3)	Administrative Expense	Suitable Living Environment-Administrative	No	Yes
		<b>Total Amount requested for Administrative Projects</b>		<b>\$ 35,000.00</b>	<b>\$ 68,000.00</b>							
3	Yes	<b>Habitat for Humanity, Stanislaus County*</b>	Refurbishing an Existing Home	\$ 300,000.00	\$ 200,000.00	14A/ 14H	Yes	501(c)(3)	Housing	Housing Rehab/ Housing Affordability	Yes	Yes
4	Yes	<b>Sierra Saving Grace Homeless Project*</b>	Acquisition of a property to provide permanent supportive housing to homeless individuals	\$ 230,000.00	\$ 225,000.00	03C	Yes	501(c)(3)	Area Benefit/ Limited Clientele/ Housing	Homeless Services	Yes	Yes
5	Yes	<b>Merced County Rescue Mission*</b>	Purchase a house or duplex to provide permanent supportive housing for homeless families.	\$ 250,000	\$ 250,000	14G	Yes	501(c)(3)/ Faith Based	Limited Clientele/ Housing	Homeless Services	Yes	Yes
6	Yes	<b>Central Valley Coalition for Affordable Housing</b>	Rehabilitation / Construction of CHDO Eligible Property	\$ 300,000.00	\$ 300,000.00	03C	Yes, Eligible for CDBG & HOME Funds	501(c)(3)	Area Benefit/ Limited Clientele	Housing	Yes	Yes
7	Yes	<b>Alliance for Community Transformations - Valley Crisis Center*</b>	Improve the Merced shelter by making it ADA compliant, as well as improve the capacity to shelter disabled and fragile clients.	\$ 20,000	\$ 20,000	03C	Yes	501(c)(3)	Area Benefit/ Limited Clientele	Improvement of the Quality and Quantity of Public Services	Yes	Yes
		<b>Total Amount requested for Development Projects</b>		<b>\$ 1,100,000.00</b>	<b>\$ 995,000.00</b>							

	Submitted on time?	Organization	Activity	Total Cost of Project	Requested Amount	Project Category	HUD Eligible Activity	Type of Agency	CDBG Eligible Criteria	Consolidated Plan Goal	Received CDBG or other federal funds any past 3 years?	HUD Eligible
8	Yes	Merced Rescue Mission*	Providing housing deposits to help low income households with down payment assistance.	\$ 20,000.00	\$ 20,000.00	05T	Yes	501(c)(3)/ Faith Based	Limited Clientell	Sustainability/ Decent Housing	Yes	Yes
9	Yes	Merced Rescue Mission*	Warming Center to serve homeless individuals during cold and rainy weather months.	\$ 16,000.00	\$ 16,000.00	21A	Yes	501(c)(3)/ Faith Based	Limited Clientele	Suitable Living Environment- Availability/ Accessibility	Yes	Yes
10	Yes	Healthy House Within a MATCH Coalition*	Senior Rental Assistance and Advocacy Project	\$ 27,900.00	\$ 20,000.00	05Q/ 05A	Yes	501(c)(3)	Area Benefit/ Limited Clientele	Improvement of the Quality and Quantity of Public Services/ Homeless Services	Yes	Yes
11	Yes	Sierra Saving Grace Homeless Project*	One time Emergency Assistance will be provided to individuals at risk of becoming homeless.	\$ 20,000.00	\$ 20,000.00	05Q	Reviewing with HUD	501(c)(3)	Area Benefit/ Limited Clientele	Homeless Services	Yes	TBD
12	Yes	Kiwanis Club of Greater Merced Foundation*	Kiddie Bootcamp is a fitness program targeting children under 10 years old.	\$ 8,000.00	\$ 7,000.00	05L?	Reviewing with HUD	501(c)(3)	Area Benefit	Improvement of the Quality and Quantity of Public Services	No	TBD
13	Yes	Distinguished Outreach Services	After school program providing tutoring, youth leadership skills, and civic engagement training.	\$ 13,400.00	\$ 13,400.00	05D (their target clientele does exceed the age for 05D)	Reviewing with HUD	Faith Based	Area Benefit (Not Specified on Application)	Improvement of the Quality and Quantity of Public Services	No	TBD
14	Yes	Boys & Girls Clubs of Merced County*	More Members More Often- Formula for Impact initiative, which will reach 120 youth	\$ 237,000.00	\$ 125,000.00	05D/ 05L?	Reviewing with HUD	501(c)(3)	Area Benefit	Improvement of the Quality and Quantity of Public Services	No	TBD
		Total Amount requested for Public Service Projects		\$ 342,300.00	\$ 221,400.00							
		Grand Total Amount for Projects		\$ 1,477,300.00	\$ 1,284,400.00							



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item K.1.**

Meeting Date: 4/16/2018

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*Report Prepared by: Chris Goodwin, Interim Chief of Police, Police Department*

**SUBJECT:** Report - 2017 Crime Statistics

### **REPORT IN BRIEF**

Provides an update to Council on certain crime statistics for the 2017 calendar year.

### **RECOMMENDATION**

For information only.



## ADMINISTRATIVE REPORT

Agenda Item K.2.

Meeting Date: 4/16/2018

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

**SUBJECT:** Selection of Projects for the Road Repair and Accountability Act (SB1) FY18/19 Apportionment and Prioritization of Regional Measure V Projects

### REPORT IN BRIEF

Approves the list of projects proposed to be funded with Road Maintenance and Rehabilitation Account (RMRA) funds pursuant to SB1 for FY 18/19, as well as prioritizes proposed regional projects to be funded by Measure V.

### RECOMMENDATION

**City Council** - Adopt a motion:

A. Approving **Resolution 2018-24**, A Resolution of the City Council of the City of Merced, California, Approving the "FY 2018-2019 Project List" for the Road Repair and Accountability Act (SB1), Local Streets and Roads Funding for Fiscal Year 2018-2019"; and,

B. Prioritizing the list of proposed Regional Projects to be submitted to the Merced County Association of Governments (MCAG).

### ALTERNATIVES

1. Approve as recommended by staff; or,
2. Approve, subject to modifications by City Council; or,
3. Deny.

### AUTHORITY

Streets and Highways Code (SHC) Section 2034(a)(1) requires an eligible city to submit to the California Transportation Commission a list of projects proposed to be funded with Road Maintenance and Rehabilitation Account (RMRA) funds; the approved project list must be incorporated into City budget and adopted at a regular public meeting.

### CITY COUNCIL PRIORITIES

Addresses City Council Priority for local roads/sidewalks/traffic.

### DISCUSSION

Background (SB1)

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On April 28, 2017, the Governor signed Senate Bill 1 (SB1), also known as the Road Repair and Accountability Act of 2017. This program provides funding for basic road maintenance, rehabilitation, and critical safety needs for state highways and local streets.

The funding will be deposited by the State Controller into the Road Maintenance and Rehabilitation Account (RMRA) and will be apportioned by formula to eligible cities. In order for a city to be eligible to receive RMRA funding, an approved project list must be approved at a regular public meeting and submitted to the California Transportation Commission (CTC) no later than May 1<sup>st</sup> each year.

Projects eligible for RMRA funding include, but are not limited to, road maintenance and rehabilitation, safety projects, railroad grade separations, complete street components (including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project), and traffic control devices.

The project list must include a description, location, completion schedule, and estimated useful life of the improvement. This project list does not limit the City's flexibility in completing projects based on local needs and priorities, as long as the projects meet the standards in the RMRA guidelines. The City is required to annually submit a project list to the CTC in order to continue to be eligible for RMRA funding.

#### RMRA Apportionment and Project List

The City of Merced is anticipated to receive \$1,402,613 in RMRA funding for FY18/19. The Public Works Director and City Engineer have developed a list of projects to be funded utilizing the FY 18/19 RMRA Apportionment. As not all of the FY 17/18 projects were completed, these must appear again on the FY18/19 project list. These projects include:

1. Sidewalk Replacement at various locations throughout the City.
2. Curb and Gutter replacement at various locations throughout the City.
3. Scrub Seal Projects on Canal Street from Childs to 16<sup>th</sup> Street, East El Portal Avenue from "G" Street to Joerg Avenue, West 26<sup>th</sup> Street from "G" Street to "M" Street and Merced Avenue from Parsons Avenue to Motel Drive.
4. Childs Ave Roadway Improvements (Parsons Ave to Campus Parkway)
5. Yosemite Ave (St. Augustine to State Route (SR) 59)
6. Road Maintenance & Rehabilitation Programs and Material Purchase (13.5%) (Various Locations)

#### Background (Measure V Regional Projects)

As part of the Measure V ½ Cent Transportation Sales Tax, 44% of the Transportation Measure funds will be allocated to Regional Projects which are to be established in the adopted Regional Transportation Plan (RTP) approved by the MCAG Governing Board. Regional Projects are to provide for the movement of goods, services and people throughout Merced County and should benefit multiple jurisdictions.

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**27% of the total is for an Eastside share, to be spent on projects east of the San Joaquin River.**

**17% of the total is for a Westside share, to be spent on projects west of the San Joaquin River.**

The dividing line between Eastside and Westside shares is the San Joaquin River. Two committees will be created to recommend projects:

The Eastside Regional Projects Committee will consist of one council person from each City that includes area east of the San Joaquin River and each County Supervisor whose district includes area east of the River.

The Westside Regional Projects Committee will consist of one council person from each City that includes area west of the San Joaquin River and each County Supervisor whose district includes area west of the River.

MCAG, As the Local Transportation Authority overseeing the funds, the Governing Board of Merced County Association of Governments has the authority to approve recommendations made by the Regional Projects Committees. Notwithstanding the foregoing, the MCAG Governing Board shall not approve a project that has not been recommended by a Regional Projects Committee.

Earlier this year, at the request of MCAG, staff provided a list of potential regional candidate projects for consideration. Due to the number of projects submitted and the limited funding available, MCAG is seeking to prioritize the various projects. A technical group has been formed to evaluate and vet the many projects and to provide feedback to their respective project committees.

#### Prioritization of Measure V Regional Projects

Staff is seeking direction from Council to prioritize the City's submitted list of proposed regional projects attached herewith.

#### **IMPACT ON CITY RESOURCES**

The adopted SB 1 projects list must be submitted to the California Transportation Commission (CTC) no later than May 1, 2018 in order for the City of Merced to be eligible to receive the FY 18/19 apportionments.

A city or county receiving an apportionment of RMRA funds is required to sustain a "Maintenance of Effort" (MOE) by spending at least the annual average of its "general fund" expenditures during the 2009-10, 2010-11, and 2011-2012 fiscal years for the street and roadway purposes. The current MOE estimate is \$1,050,000 per year in order to remain eligible for RMRA funding. Although the language used is "general fund" the MOE can be and will be met with a variety of funding sources, including Public Works Administration (Fund 029), Street Trees (Fund 558), Streets Maintenance (Fund 022), Measure C (Fund 061), and the General Fund. Sufficient funding is available in the FY 2017/18 budget to allow the City to meet this MOE requirement.

**ATTACHMENTS**

1. Resolution 2018-24
2. FY 18/19 SB1 Project List
3. FY 17/18 SB1 Project List
4. Measure V - City of Merced East Side Regional Projects List
5. Location Map

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MERCED, CALIFORNIA, APPROVING  
THE “FY 2018-2019 PROJECT LIST” FOR THE  
ROAD REPAIR AND ACCOUNTABILITY ACT  
(SB1), LOCAL STREETS AND ROADS FUNDING  
FOR FISCAL YEAR 2018-2019**

WHEREAS, the City Council will adopt the annual Budget for the Fiscal Year beginning July 1, 2018 and ending June 30, 2019 at a future regular meeting;

WHEREAS, the Governor has signed Senate Bill (SB) 1, known as the Road Repair and Accountability Act of 2017, to address basic road maintenance, rehabilitation and critical safety needs;

WHEREAS, in order for a city to be eligible to receive program funding, an adopted Project List must be submitted to the California Transportation Commission (CTC) no later than May 1, 2018; and

WHEREAS, the City Council held a regular meeting on April 16, 2018 to review the “FY 2018-2019 Project List” pursuant to requirements in the Road Repair and Accountability Act (SB1), 2018 Local Streets and Road Funding Annual Reporting Guidelines.

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

SECTION 1. The City Council hereby approves the “FY 2018-2019 Project List” attached hereto as Exhibit A.

SECTION 2. The Finance Officer is authorized to make any necessary budget adjustments to incorporate the FY 2018-2019 Project List into the City’s annual budget for Fiscal Year 2018-2019.

///

///

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 vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

---


Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

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

(SEAL)

APPROVED AS TO FORM:

 4/3/2018  
\_\_\_\_\_  
City Attorney Date

**SB 1 - FY 2018/2019 Projects List**

<b>Sidewalk Remove &amp; Replace Projects</b>	
<b>Location</b>	<b>Approximate Quantity (Square ft)</b>
K, Canal, & 8th Streets (McNamara Park)	1,415
Seville Way	760
East Donna Drive	840
Q & 4th Streets	2,045
Q & 10 Streets	655
R & 10th Streets	100
Evelyn & Julie Drive	790
East 22nd St & Cherry Ave	190

<b>Curb &amp; Gutter Remove &amp; Replace Projects</b>	
<b>Location</b>	<b>Approximate Quantity (Linear ft)</b>
K Street	26
Q & 10th Streets	157
R & 10th/11th Streets	81
Evelyn Court	35
East 22nd St & Cherry Ave	31
V & 8th Streets	43

<b>Roadway Scrub Seal Projects</b>	
<b>Location</b>	<b>Approximate Quantity (Linear ft)</b>
Canal Street (Childs to 16th St)	4,900
East El Portal Ave (G St to Joerg)	4,000
West 26th Street (G St to M St)	3,000
Merced Ave (Parsons to Motel Dr)	2,900

<b>Road Improvement Projects</b>	
<b>Location</b>	<b>Approximate Quantity (Linear ft)</b>
Yosemite Ave (St. Augustine to SR 59)	1,500
Childs Ave (Parsons to Campus Parkway)	6,900

<b>Road Maintenance &amp; Rehabilitation Programs and Material Purchase</b>	
<b>Location</b>	<b>Approximate Quantity □</b>
Various Locations throughout City	

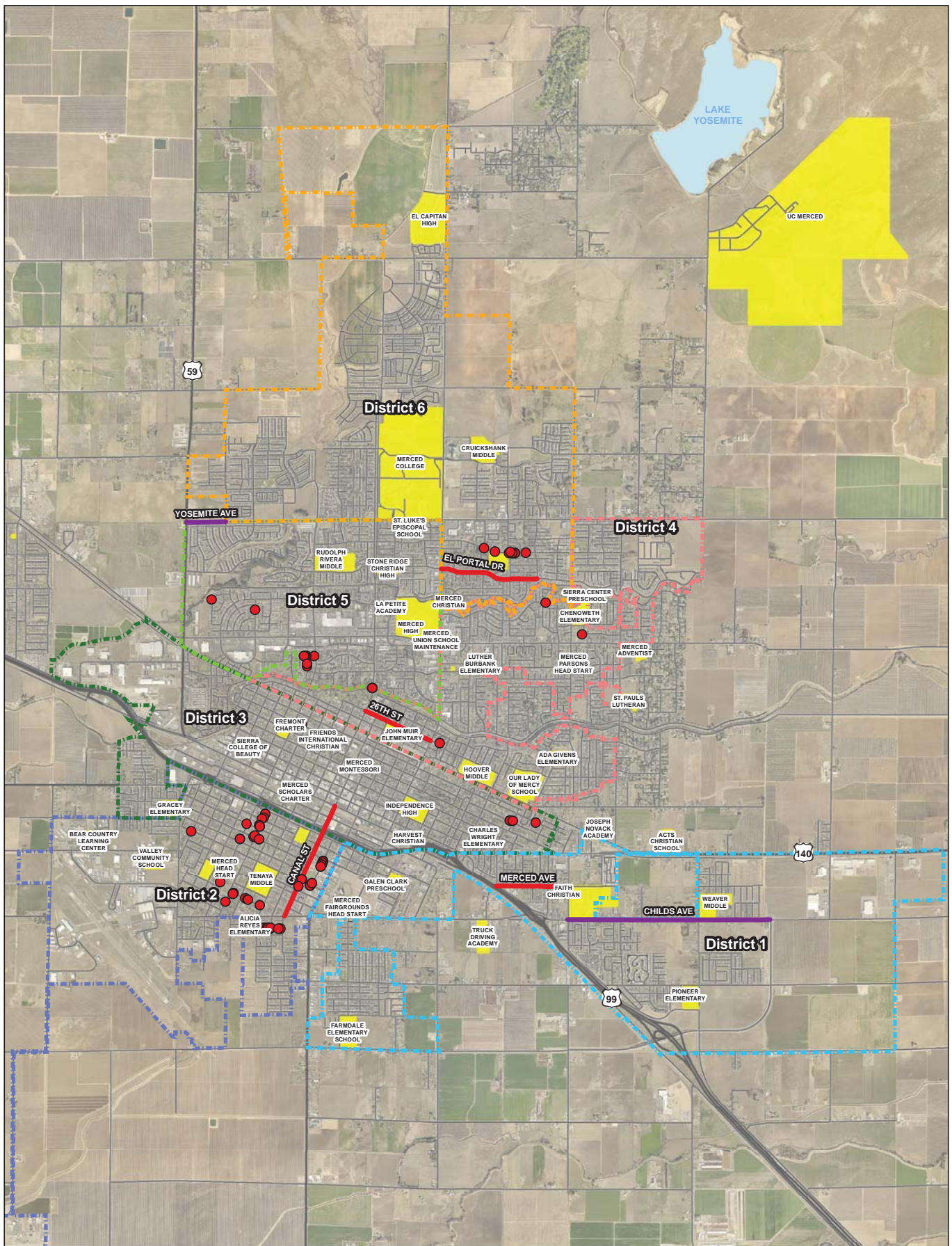
### SB 1 - FY 2017/2018 Projects List

Sidewalk Remove & Replace Projects	
Location	Approximate Quantity (Square ft)
K, Canal, & 8th Streets (McNamara Park)	1,415
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West 26th Street (G St to M St)	3,000
Merced Ave (Parsons to Motel Dr)	2,900

CITY OF MERCED - MEASURE V (EAST SIDE) REGIONAL CANDIDATE PROJECTS			
Name	Location	Description	Total Probable Project Cost
SR-59 Project Part 1	Olive to Bellevue Road	4-lane, 3 traffic signals, Class III? Bike Path	\$38,537,923
SR-59 Project Part 2	Olive to 16 <sup>th</sup> Street	4-lane; Class III? Bike Path	\$5,944,300
Black Rascal Bridge Widening	SR-59	Bridge Replacement; 4-lanes	\$4,090,000
Bellevue Road Widening	SR-59 to Lake Road	4-lane expansion	\$41,374,909
Mission Ave Widening	SR-59 to SR-99 (approx.)	4-lane; Class III? Bike Path; no sidewalk	\$27,772,300
Parsons Ave Bridge	Parsons, over Bear Creek	Bridge Construction	\$2,850,000
Childs Ave Sidewalk	Parsons to Campus Pkwy	New Sidewalk, relocation of canal underground	\$18,372,382
Parsons Ave Improvement	SR-140 to Yosemite	New road from SR-140 to Stretch Road; complete streets; residential demo; Overpass over BNSF ROW; Class II? Bike Path;	\$33,400,666



## City Of Merced - Various Projects

### Legend

- Various Projects (Sidewalk & Curb and Gutter Replacement)
- Scrub Seal Projects
- Road Improvements
- City Of Merced Roads
- Schools

### City Of Merced Council Boundaries

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

- District 4
- District 5
- District 6



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## ADMINISTRATIVE REPORT

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**Agenda Item K.3.**

Meeting Date: 4/16/2018

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

**SUBJECT:** Accept the Standards of Coverage Assessment Report, Volumes 1 (Technical Report) and 2 (Map Atlas) for the Fire Department

### REPORT IN BRIEF

On April 17, 2017 the City Council approved the funding and contract with CityGate Associates, LLC to complete a Fire Department Standards of Coverage Assessment. The Standards of Coverage Assessment has been completed and is presented in two volumes.

### RECOMMENDATION

**City Council** - Adopt a motion accepting the comprehensive Standards of Cover (SOC) report, Volumes 1 (Technical Report) and 2 (Map Atlas) pending future policy direction.

### ALTERNATIVES

1. Approve as recommended by Staff; or
2. Approve, subject to other than recommended by staff; or,
3. Deny; or,
4. Refer to Staff for further evaluation.

### AUTHORITY

Pursuant to a City Council directive in the 2016-17 adopted budget.

### CITY COUNCIL PRIORITIES

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

### DISCUSSION

Pursuant to the City Council directive in the 2016-17 adopted Budget, the Merced Fire Department's (MFD) consultant, Citygate, has completed the Standards of Coverage (SOC) Assessment. Delays in the implementation of the SOC were due to lack of funding and unanticipated changes in the Fire Department's Executive Management.

The goal of the SOC is to provide a foundation for future fire service planning, by identifying current service levels to desired service levels and then assessing the City's ability to provide them. Put simply, this performance analysis forms the basis from which to make recommendations for future

changes, if any, to fire station locations, staffing and equipment.

There are no mandatory federal or state regulations directing the level of fire service staffing, response times, or outcomes. Therefore, local policy decision and the City of Merced and its budget are the determining factors of the level of fire protection services provided to its citizens. Because the city provides fire protection, it is required to abide by local, state, and federal regulations relating to firefighter and citizen safety.

The SOC is presented in two separately bound volumes as outlined:

- Volume 1 - Technical Report (132 pages)
- Volume 2 - Map Atlas (23 pages)

The two volumes contain 14 findings and 11 specific action recommendations.

The MFD agrees with many of the findings and supports a number of the recommendations to improve service delivery. In addition, the report validates that some progress can be achieved within the current budget through steps referenced in Section 5 - Next Steps of the SOC (Volume 1) as follows:

Near Term

- ❖ Review and absorb the content, findings, and recommendations of this report.
- ❖ Share key elements of this report with other project stakeholders.
- ❖ Adopt revised response performance goals as recommended in Section 2.8.2.
- ❖ Initiate collaboration with the Police Department and City Manager's Office to address the call processing performance issue.

Long Term

- ❖ Develop and implement a strategic plan to minimally prioritize and address the recommendations contained in this report.
- ❖ Collaborate with the City Manager's Office to initiate location planning and site acquisition for future fire stations within the City's current/projected sphere of influence considering the deployment recommendations.
- ❖ Monitor response performance and adjust deployment policies as appropriate.

The MFD also recognizes that many of the recommendations will require a substantial increase in both its current and ongoing capital and operational budgets.

Conclusion

The MFD strongly believes that implementation of the recommendations described above will

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positively impact performance and service delivery. While many of Citygate's deployment and organization staffing recommendations will require additional personnel and technology resources, which will require ongoing funding to both capital and its operational budget, some progress can be achieved within the current budget through work already underway, some of which are funded, in order to provide minor improvements to response times. The MFD recognizes that funding continues to be limited and there are a number of competing priorities citywide, the MFD will continue to work with the City Manager's Office to enable performance improving initiatives, as well as work towards a multi-year plan to fill the gaps as identified in the report as funding permits.

The MFD will be preparing to update its Strategic Plan utilizing the Standards of Cover Report for the foundation of the Strategic Plan.

With that in mind, the MFD avails itself to discuss organizational review findings, recommendations, and steps going forward.

### **IMPACT ON CITY RESOURCES**

None.

### **ATTACHMENTS**

1. SOC Technical Report (Volume 1)
2. SOC Technical Report (Volume 2)



STANDARDS OF COVERAGE  
ASSESSMENT

VOLUME 1 OF 2: TECHNICAL REPORT

CITY OF MERCED, CA

MARCH 29, 2018

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**City of Merced Fire Department**  
*Standards of Coverage Assessment*

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**City of Merced Fire Department**  
*Standards of Coverage Assessment*

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**City of Merced Fire Department**  
*Standards of Coverage Assessment*

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**City of Merced Fire Department**  
*Standards of Coverage Assessment*

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**VOLUME 2 of 2 – Map Atlas (separately bound)**

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## EXECUTIVE SUMMARY

The City of Merced (City) Fire Department (Department) retained Citygate Associates, LLC (Citygate) to conduct a comprehensive Standards of Coverage (SOC) Assessment to provide a foundation for future fire service planning. The goal of this assessment is to identify both current services as well as desired service levels, and then to assess the City's ability to provide them. After understanding any possible gaps in operations and resources, Citygate has provided recommendations to improve Department operations and services over time.

This assessment is presented in several parts, including this Executive Summary outlining the most significant findings and recommendations; the fire station/crew deployment analysis supported by maps and response statistics; and assessment of future service demand and alternative service models. Section 4 integrates all the findings and recommendations presented throughout the report. A separate Map Atlas (**Volume 2**) contains all the maps referenced throughout this study. Overall, there are 14 findings and 11 specific action recommendations.

### **POLICY CHOICES FRAMEWORK**

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There are no mandatory federal or state regulations directing the level of fire service staffing, response times, or outcomes. Thus, the level of fire protection services provided are a *local policy decision* and communities have the level of fire services that they can afford, which may not always be the level desired. However, if services are provided at all, local, state, and federal regulations relating to firefighter and citizen safety must be followed.

### **OVERALL SUMMARY OF CITY FIRE SERVICES**

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Citygate finds that the Department is well organized to accomplish its mission to serve an urban population in a municipal land use pattern. Overall, the challenges facing the City relative to fire service deployment can be summarized in four themes: (1) *call processing performance*; (2) *ambulance response performance impacts*; (3) *initial unit (first-due) travel time coverage*; and (4) *overall fire and emergency medical service capacity*.

#### **Challenge #1: Call Processing Performance**

Total response time to emergency incidents includes three distinct components: (1) 9-1-1 call processing/dispatch time; (2) crew turnout time; and (3) travel time. The nationally recognized best practice standard for call processing<sup>1</sup> is 1:30 minutes or less for 90 percent of all 9-1-1 calls. The Merced Police Department Communications Center (Communications Center) serves as the

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<sup>1</sup> NFPA Standard 1221 – Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems (2016)

primary Public Safety Answering Point (PSAP) for 9-1-1 calls within the City, and dispatches both police and fire resources. Other primary PSAPs, including the California Highway Patrol and the Merced County Sheriff's Department, also receive 9-1-1 calls for emergencies within the City and must then transfer the call to the Communications Center. For this analysis, call processing time begins when the Communications Center dispatcher receives either an original 9-1-1 call or a call transferred from another PSAP. As shown in Table 1, call processing performance is 40 percent slower than the 1:30-minute best practice goal, missing the goal by 36 seconds. Also significant is the seven percent increase in call processing time in 2016.

**Table 1—90<sup>th</sup> Percentile Call Processing Performance**

Planning Zone	Overall	2014	2015	2016
Overall	2:06	2:02	2:01	2:15

Source: City of Merced Fire Department incident records and CAD data

Citygate's review of call processing performance identified that the Communication Center does not monitor call processing performance and is *chronically understaffed* to receive and appropriately process the approximately 500,000 calls currently received annually, including the more than 10,000 fire incidents, within recognized best practice call processing goals. Citygate recommends that the City evaluate Communications Center staffing as a critical element of its emergency response system during budget planning and that the Communications Center establish, implement, and monitor call processing performance standards consistent with recognized best practices.

## **Challenge #2: Ambulance Response Performance Impacts**

Fire Department response personnel are trained to the Emergency Medical Technician (EMT) level capable of providing Basic Life Support (BLS) pre-hospital emergency medical care. Advanced Life Support (ALS) pre-hospital emergency medical care and ground ambulance transportation is provided by Riggs Ambulance Service (Riggs) under an exclusive operating area, performance-based contract with the Merced County Emergency Medical Services Agency (MCEMSA).

A review of ambulance contract compliance, as reported by MCEMSA, shows that ambulance response performance met the response time requirement of 10:59 minutes or less for 90 percent of Priority 1 (life-threatening) calls within the High-Density Zone,<sup>2</sup> including the City of Merced, from January 1, 2015 to May 31, 2017. However, contract compliance *fell below 90 percent* for June, August, and September of 2017, the most recent reporting periods available. Both Riggs and MCEMSA staff advise that a statewide shortage of licensed paramedics has impacted Riggs and

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<sup>2</sup> Includes the incorporated Cities of Merced, Atwater, Dos Palos, Gustine, Livingston, and Los Banos.

other ALS ambulance service providers' ability to provide the number of paramedics needed daily to meet contractual response performance. In addition, a January 2017 EMS System Review Report<sup>3</sup> cites the delayed transfer of patients to emergency department personnel at Mercy Medical Center in Merced as a continuing problem. Transfer delays require that ambulance personnel maintain patient care until the receiving medical center can accept the patient; the ambulance is thus not available to respond to emergencies until the patient transfer occurs. A 2014 statewide report<sup>4</sup> also cited "very significant" to "extremely significant" patient offload delays in Merced County. This, combined with the reported shortage of paramedics, appears to be increasingly impacting ambulance response performance to emergency incidents in the City of Merced.

Citygate's analysis shows that three or more of the Department's six staffed resources were simultaneously committed on 780 occasions during a six-month period in 2017 for a total of 162.5 hours, or 3.6 percent of the total 189-day study period. While these results appear to suggest that simultaneous incident activity minimally impacts overall response capacity, they do not show the impacts on customer service, particularly for the EMS patients that comprise 64.5 percent of the Department's total calls for service.

For those customers, delayed ambulance response times and delayed emergency department transfer time impacts can be significant, particularly where ALS measures are indicated. In those cases, even though a small subset of all EMS responses, rapid initiation of appropriate ALS interventions can mean the difference between life and death, or at the least can result in a higher probability of a better medical outcome.

This impact could be at least partially mitigated by expanding the Department's current service level to include pre-hospital ALS (paramedic) emergency medical services. In addition to generally providing ALS services for EMS patients *faster* than the current ambulance-based model, this option would also likely reduce the need for an ALS ambulance on all EMS calls as the paramedic would have the authority to cancel the ambulance for the high percentage of calls not requiring ambulance transportation to a hospital emergency department.

While providing ALS service capacity would not of itself resolve the ambulance response performance issue, it could provide the foundation for the Department to negotiate an agreement to provide surge capacity ALS ambulance transportation whenever Riggs reaches a specified ambulance draw-down level. In exchange for this surge transport capability, the fire agency typically receives the revenue for the transport from the ambulance company. This, in combination with implementation of emergency department recommendations contained in the Merced County

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<sup>3</sup> *Merced County EMS System Review Report*, Page, Wolfberg and Wirth, January 2017

<sup>4</sup> *Toolkit to Reduce Ambulance Patient Offload Delays in the Emergency Department*, California Hospital Association, August 2014

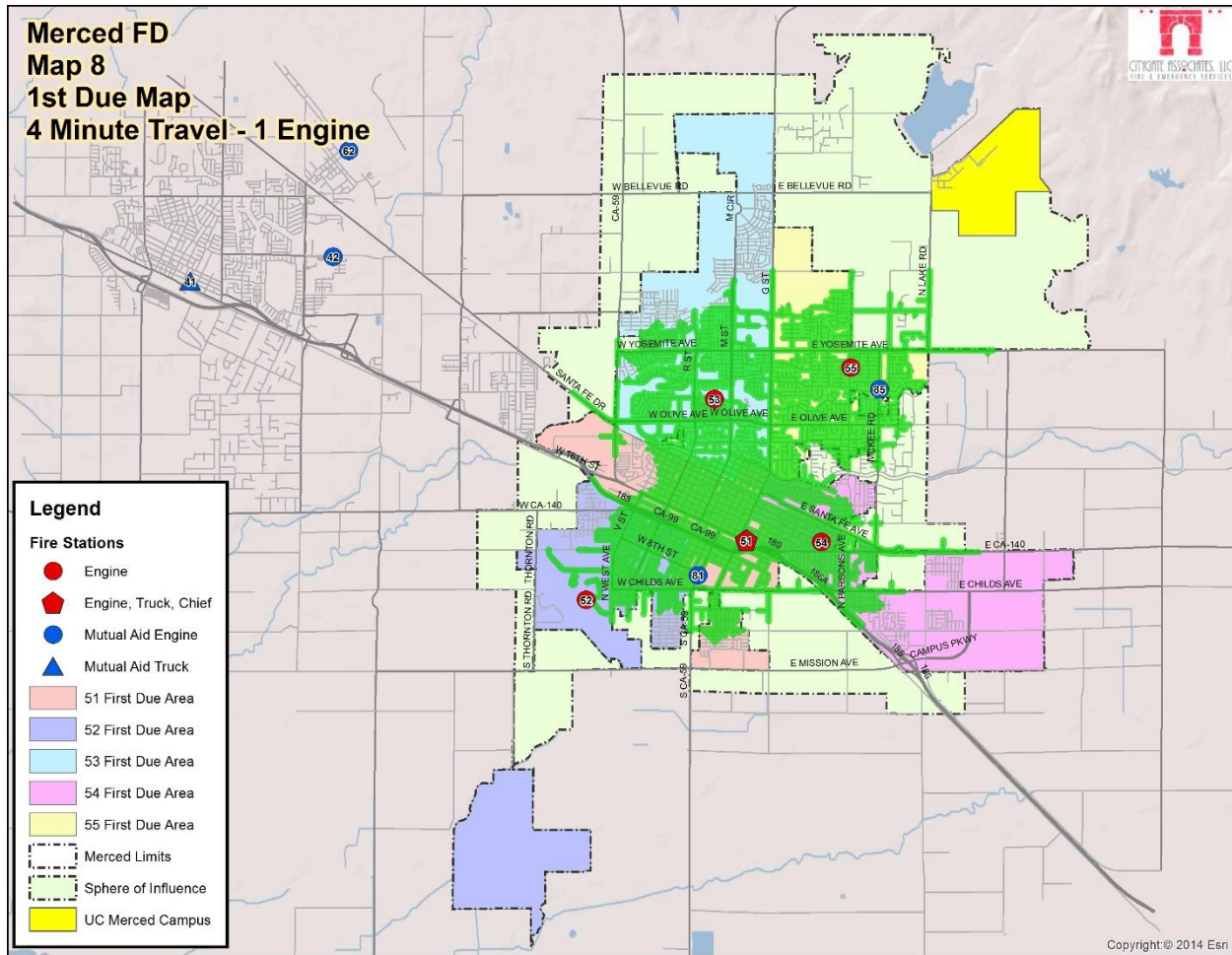
EMS System Review Report, could resolve many of the current pre-hospital EMS impacts within the City.

### **Challenge #3: Initial Unit (First-Due) Response Coverage**

Fire service deployment, simply stated, is about the *speed* and *weight* of the response. *Speed* refers to initial response (first-due) of all-risk intervention resources (engines, trucks, and/or ambulances) strategically deployed across a jurisdiction for response to emergencies within a time interval to achieve desired outcomes. *Weight* refers to multiple-unit responses (Effective Response Force, or ERF) for more serious emergencies such as building fires, multiple-patient medical emergencies, vehicle collisions with extrication required, or technical rescue incidents. In these situations, a sufficient number of firefighters must be assembled within a reasonable time interval to safely control the emergency and prevent it from escalating into a more serious event.

If desired outcomes include limiting building fire damage to only part of the inside of an affected building and/or minimizing permanent impairment resulting from a medical emergency, then initial units should arrive within 7:30 minutes from 9-1-1 notification, and all ERF resources should arrive within 11:30 minutes of 9-1-1 notification, all at 90 percent or better reliability. Total response time to emergency incidents includes three distinct components: (1) 9-1-1 call processing/dispatch time; (2) crew turnout time; and (3) travel time. Recommended best practices for these response components are 1:30 minutes, 2:00 minutes, and 4:00/8:00 minutes respectively for first-due and ERF responses in urban areas.

**Figure 1—Map #8 – 4:00-Minute Travel Coverage**



While current response performance *is meeting or nearly meeting* the recommended 7:30-minute goal as discussed in Section 2.7.2, Geographic Information System (GIS) modeling of travel times from existing City fire station locations reveals five gap areas beyond the recommended 4:00-minute, best practice, first-due travel time (see Figure 1). Two of these gap areas could be resolved by relocating existing fire station facilities as capital planning and funding permit. The largest gap area in the northern section of the City will require an additional fire station facility to adequately serve existing and future development north of Merced College to about Bellevue Road without diluting services to the remainder of the City. The remaining two gap areas are too small within the current sphere of influence to cost-effectively resolve.

#### Challenge #4: Overall Fire and EMS Capacity

While the Department is currently meeting or nearly meeting recommended best practices for initial unit (first-due) response performance except for the gap areas discussed, and nearly meeting recommended best practices for Citywide ERF response performance, it is important to note that

available local/regional mutual aid resources are insufficiently staffed and/or too distant to substantively augment the City's fire service capacity. The City is thus a fire service "island" and must essentially be self-sufficient in providing first-due and ERF resources within desired response performance parameters to achieve desired outcomes. While the Department's minimum daily staffing of 19 personnel is nominally sufficient for a single ERF incident, increasing service demand and simultaneous incident activity are beginning to impact overall service capacity, especially for concurrent serious incidents requiring a multiple-unit response.

In addition to the additional fire station recommended to partially resolve Challenge #3, the City could explore a partnership with UC Merced to provide shared fire and emergency medical services for the campus and adjacent City areas. Implementation of one or both strategies would significantly augment the City's current fire service capacity until additional capacity is added to serve other future development within the City's current sphere of influence. For either of these strategies, the City could achieve incremental improvement in capacity by deploying one or more "rapid response" units staffed with two personnel until funding for a full three-person engine or truck company is available.

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### ***KEY FINDINGS AND RECOMMENDATIONS***

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Following are key findings and recommendations presented throughout the report. A complete list of all 14 findings and 11 recommendations can be found in Section 4.

#### **Findings**

- Finding #1:** The Department has established response performance objectives partially consistent with best practice recommendations as published by the Commission on Fire Accreditation International.
- Finding #2:** The Department has a standard response plan that considers risk and establishes an appropriate initial response for each incident type; each type of call for service receives the combination of engines, trucks, ambulances, specialty units, and command officers customarily needed to effectively control that type of incident based on Department experience.
- Finding #4:** Call to First Arrival performance is meeting or nearly meeting the recommended goal of 7:30 minutes or less to facilitate desired outcomes in urban areas.
- Finding #5:** Effective Response Force (ERF) Call to First Arrival performance is slightly slower than the recommended goal of 11:30 minutes or less to facilitate desired outcomes in urban areas.
- Finding #6:** Call processing performance *fails to meet* the best practice standard of 1:30 minutes or less by 40 percent.

- Finding #7:** Crew turnout performance *is slightly better* than a Citygate-recommended goal of 2:00 minutes or less.
- Finding #8:** First-due travel time performance *fails to meet* the recommended 4:00-minute goal by 40 seconds (17 percent).
- Finding #9:** Effective Response Force (ERF) travel time performance is *46 percent slower* (3:41 minutes) than the best practice goal of 8:00 minutes or less recommended to achieve desired outcomes in urban/suburban areas.
- Finding #11:** Simultaneous incident activity minimally impacts overall response performance but is increasing annually.
- Finding #13:** The City's population is projected to grow 22 percent over the next 13 years to 2030, or an annualized average of 1.5 percent.
- Finding #14:** Annual fire service demand is projected to increase an estimated 5–10 percent annually over the next 13 years to 2030, requiring additional incremental fire service capacity as the City continues to expand.

## **Recommendations**

- Recommendation #1:** The City should consider Communications Center staffing as a critical element of its emergency response system during annual budget planning.
- Recommendation #2:** The Fire Department should collaborate with the Police Department Communications Center to establish and implement call processing performance standards consistent with industry-recognized best practices and to monitor and report call processing performance monthly.
- Recommendation #3:** **Adopt Updated Deployment Policies:** The City Council should adopt updated, complete performance measures to aid deployment planning and to monitor performance. The measures of time should be designed to deliver outcomes that will save patients medically salvageable upon arrival and to keep small but serious fires from becoming more serious. With this in mind, Citygate recommends the following measures for the City's planning zones:

- 3.1** Distribution of Fire Stations: To treat pre-hospital medical emergencies and control small fires, the first-due unit should arrive within 7:30 minutes, 90 percent of the time from the receipt of the 9-1-1 call; this equates to a 90-second dispatch time, 2:00-minute company turnout time, and 4:00-minute travel time.
- 3.2** Multiple-Unit Effective Response Force for Serious Emergencies: To confine building fires near the room of origin, keep vegetation fires under one acre in size, and treat multiple medical patients at a single incident, a multiple-unit ERF of at least 16 personnel, including at least one Chief Officer, should arrive within 11:30 minutes from the time of 9-1-1 call receipt in fire dispatch, 90 percent of the time; this equates to a 90-second dispatch time, 2:00-minute company turnout time, and 8:00-minute travel time.
- 3.3** Hazardous Materials Response: Provide hazardous materials response designed to protect the City from the hazards associated with uncontrolled release of hazardous and toxic materials. The fundamental mission of the Fire Department's response is to isolate the hazard, deny entry into the hazard zone, and notify appropriate officials/resources to minimize impact on the community. This can be achieved with a first-due total response time of 7:30 minutes or less to provide initial hazard evaluation and/or mitigation actions. After the initial evaluation is completed, a determination can be made whether to request additional resources from the regional hazardous materials team.
- 3.4** Technical Rescue: Respond to technical rescue emergencies as efficiently and effectively as possible with enough trained personnel to facilitate a successful rescue with a first-due total response time of 7:30 minutes or less to evaluate the situation and/or initiate rescue actions. Following the initial evaluation, assemble additional resources as needed within a total response time of 11:30 to safely complete rescue/extrication and delivery of the victim to the appropriate emergency medical care facility.

**Recommendation #4:** The City should initiate planning for an additional fire station to serve existing and future development generally north of Merced College.

**Recommendation #5:** The City should consider relocating Fire Station 52 and/or Fire Station 54 as capital planning and funding permit, to expand first-due travel time coverage in the southwest and southeast areas of the City.

- Recommendation #6:** The City should initiate fire station location planning and site acquisition to serve future development within the City's current/projected sphere of influence considering the deployment recommendations in this report.
- Recommendation #7:** As strategic planning and fiscal resources permit, the Department and City should consider a second ladder truck in the north/northeast section as the City continues to expand in that direction toward UC Merced.
- Recommendation #8:** As strategic planning and fiscal resources permit, the City should consider adding at least one additional staffed resource to provide expanded first-due and ERF service capacity.
- Recommendation #9:** The City and Department should consider expanding current EMS capacity to include ALS (paramedic) services as strategic planning and funding permit.
- Recommendation #10:** The City and Department should evaluate the advantages of deploying one or more "rapid response" apparatus as an incremental step to additional full engine/truck companies to serve current deployment gap areas and/or future growth areas.
- Recommendation #11:** The City should consider exploring a shared-cost fire and EMS partnership with UC Merced.

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## SECTION 1—INTRODUCTION AND BACKGROUND

The City of Merced (City) Fire Department (Department) retained Citygate Associates, LLC (Citygate) to conduct a comprehensive Standards of Coverage (SOC) Assessment to provide a foundation for future fire service planning. The goal of this assessment is to identify both current services as well as desired service levels, and then to assess the City's ability to provide them. Citygate's scope of work and corresponding Work Plan was developed consistent with Citygate's Project Team members' experience in fire administration and deployment. Citygate utilizes various National Fire Protection Association (NFPA) and Insurance Services Office (ISO) publications as best practice guidelines, along with the self-assessment criteria of the Commission on Fire Accreditation International (CFAI).

### 1.1 REPORT ORGANIZATION

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This report is organized into the following sections. **Volume 2** (Map Atlas) is separately bound.

Executive Summary: Summary of current services and significant future challenges.

**Section 1** Introduction and Background: An introduction to the study and background facts about the City of Merced and Merced County.

**Section 2** Standards of Coverage Assessment: An overview of the SOC process and detailed analysis of existing deployment policies, outcome expectations, community risk, critical tasks, distribution and concentration effectiveness, reliability and historical response effectiveness, and overall deployment evaluation.

**Section 3** Future Service Needs and Alternative Service Models: A comprehensive assessment of the City's future fire service needs and identification and evaluation of potential alternative service delivery models.

**Section 4** Findings and Recommendations: A list of all the findings and recommendations from this study.

**Appendix A** Risk Assessment

**Appendix B** Incident Statistical Analysis

#### 1.1.1 Goals of the Report

This report cites findings and makes recommendations, as appropriate, related to each finding. Findings and recommendations throughout Sections 1–3 of this report are sequentially numbered.

To provide a comprehensive summary, a complete list of all these same findings and recommendations is provided in Section 4.

This document provides technical information about the way fire services are provided and legally regulated and the way the Department currently operates. This information is presented in the form of recommendations and policy choices for consideration by the Department and City.

The result is a solid technical foundation upon which to understand the advantages and disadvantages of the choices facing Department and City leadership regarding the best way to provide fire services and, more specifically, at what level of desired outcome and expense.

### **1.1.2 Limitations of Report**

In the United States, there are no federal or state regulations requiring a specific minimum level of fire services. Each community, through the public policy process, is expected to understand the local fire and non-fire risks and its ability to pay, and then choose its level of fire services. *If* fire services are provided at all, federal and state regulations specify how to do so safely for the public and for the personnel providing the services.

While this report and technical explanation can provide a framework for the discussion of Department services, neither this report nor the Citygate team can make the final decisions, nor can they cost out every possible alternative in detail. Once final strategic choices receive policy approval, City staff can conduct any final costing and fiscal analysis as typically completed in its normal operating and capital budget preparation cycle.

## **1.2 PROJECT APPROACH AND SCOPE OF WORK**

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### **1.2.1 Project Approach and Research Methods**

Citygate utilized multiple sources to gather, understand, and model information about the City and the Department. Citygate requested a large amount of background data and information to better understand current costs, service levels, history of service level decisions, and other prior studies.

In subsequent site visits, Citygate followed up with focused interviews of the Department's project team members and other project stakeholders. We reviewed demographic information about the City and the potential for future growth and development. Citygate also obtained map and response data from which to model current and projected future fire service deployment with the goal to identify the location(s) of stations and crew quantities required to best serve the City as it currently exists and to facilitate future deployment planning.

Once Citygate gained an understanding of the Department's service area and its fire and non-fire risks, the Citygate team then developed a model of fire services that was tested against the travel time mapping and prior response data to ensure an appropriate fit. We also evaluated future City growth and service demand by risk type and identified and evaluated potential alternative

emergency and non-emergency service delivery models. This resulted in Citygate proposing an approach to both address current needs with effective and efficient use of existing resources as well as long-range needs as the City continues to evolve. The result is a framework for enhancing Fire Department services while meeting reasonable community expectations and fiscal realities.

### **1.2.2 Project Scope of Work**

Citygate's approach to this Standards of Coverage assessment involved:

- ◆ Reviewing Department- and City-provided information and conducting stakeholder listening sessions with project stakeholders.
- ◆ Utilizing a geographic mapping software program called FireView™ to model fire station travel time coverage.
- ◆ Using an incident response time analysis program called StatsFD™ to review the statistics of prior incident performance, plotting the results not only on graphs and charts, but also over Google Earth images using 3D tools.
- ◆ Identifying and evaluating future City population and related development growth.
- ◆ Projecting future service demand by risk type.
- ◆ Identifying and evaluating potential alternate service delivery models.
- ◆ Recommending appropriate risk-specific response performance goals.
- ◆ Identifying a long-term strategy, including incremental short- and mid-term goals to achieve desired response performance objectives.
- ◆ Utilizing the CFAI self-assessment criteria and NFPA 1201 – Standard for Providing Emergency Services to the Public, and other NFPA standards, as the basis for evaluating support services, including administration, dispatch, fire prevention, safety, training, and facility and equipment maintenance.

## **1.3 COMMUNITY OVERVIEW**

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Located in the heart of California's central San Joaquin Valley between the Cities of Madera and Modesto, the City of Merced encompasses 23 square miles with a population of 84,000, as shown in Figure 2.

Incorporated in 1889, Merced is a Charter City operating under the Council-Manager form of government, with the Mayor elected at large and Council members elected by six single-member districts. Home to the newest University of California campus, Merced's economy has traditionally been focused on agriculture and neighboring Castle Air Force Base. After closure of the base in 1995, the City's economy has become more diversified with expanded manufacturing, packaging,

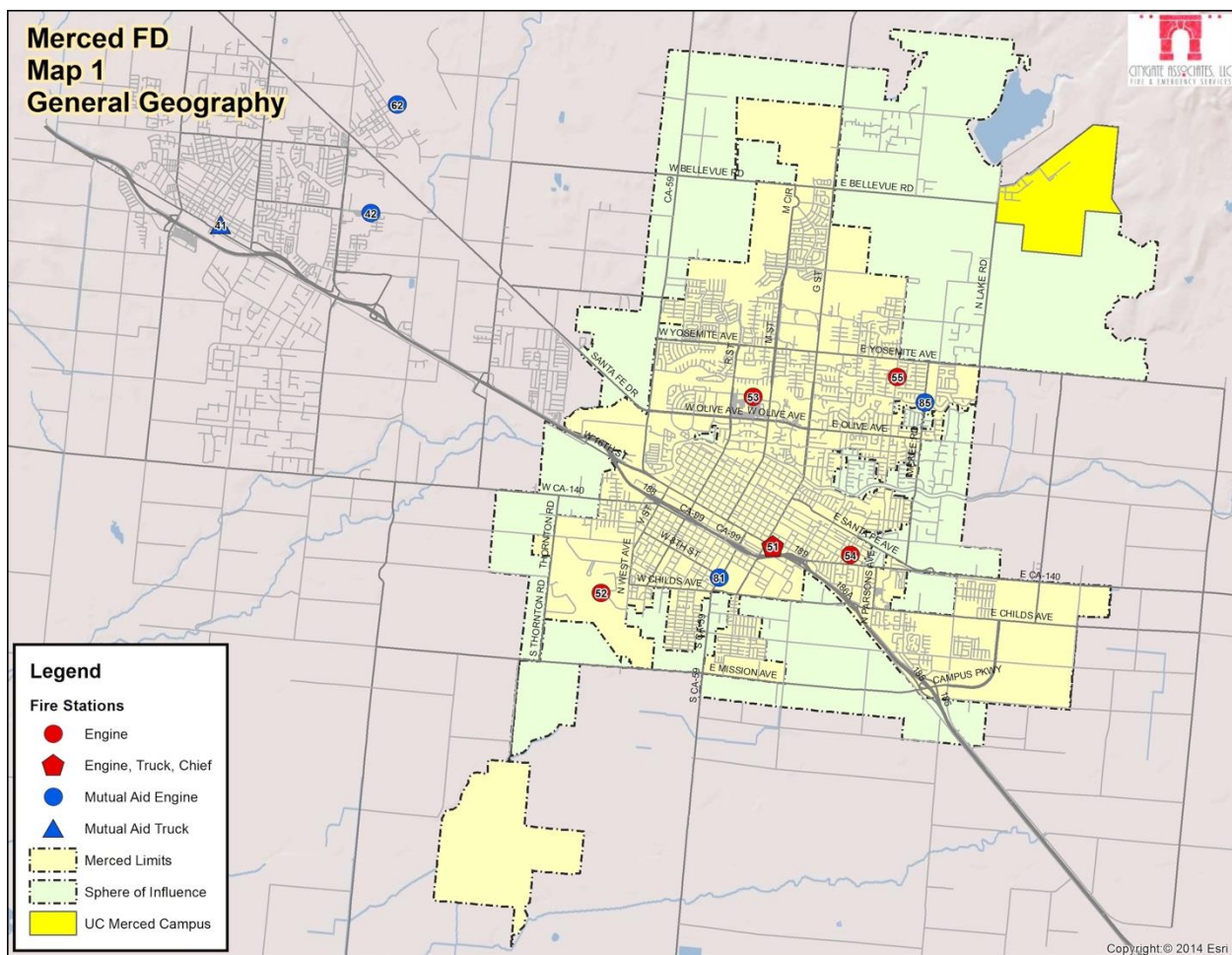
**City of Merced Fire Department**  
*Standards of Coverage Assessment*

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warehousing, and distribution industries. Merced has also experienced significant retail growth, averaging 3.4 percent annually over the past nine years, with several new major retail chains. With the opening of University of California, Merced in 2005, planning is underway to accommodate future campus growth for the projected 25,000-student campus community.

With flat topography at an elevation of about 180 feet, Merced's semi-arid climate is typical of the California's Central Valley with summer temperatures averaging 61–97° Fahrenheit, and winter temperatures averaging 36–55° Fahrenheit. Annual rainfall averages approximately 12 inches, occurring generally from November through April.

**Figure 2—City of Merced General Geography**



## 1.4 FIRE DEPARTMENT OVERVIEW

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Created as a volunteer fire department in 1873, the City of Merced Fire Department transitioned to a combination department in 1949 and became a fully career-based department in 1952. The Department operates under the authority of the City Charter and provides fire suppression, Basic

**City of Merced Fire Department**  
*Standards of Coverage Assessment*

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Life Support (BLS) pre-hospital emergency medical, technical rescue, initial hazardous material spill/release, fire prevention, and community education services from five fire stations with 66 employees, as shown in Table 2 and Figure 3. The Department responds to more than 10,000 calls for service annually, with dispatch services provided by the Merced Police Department. The Department received an ISO Public Protection Class 2 rating in July 2016.

**Table 2—Fire Department Organization**

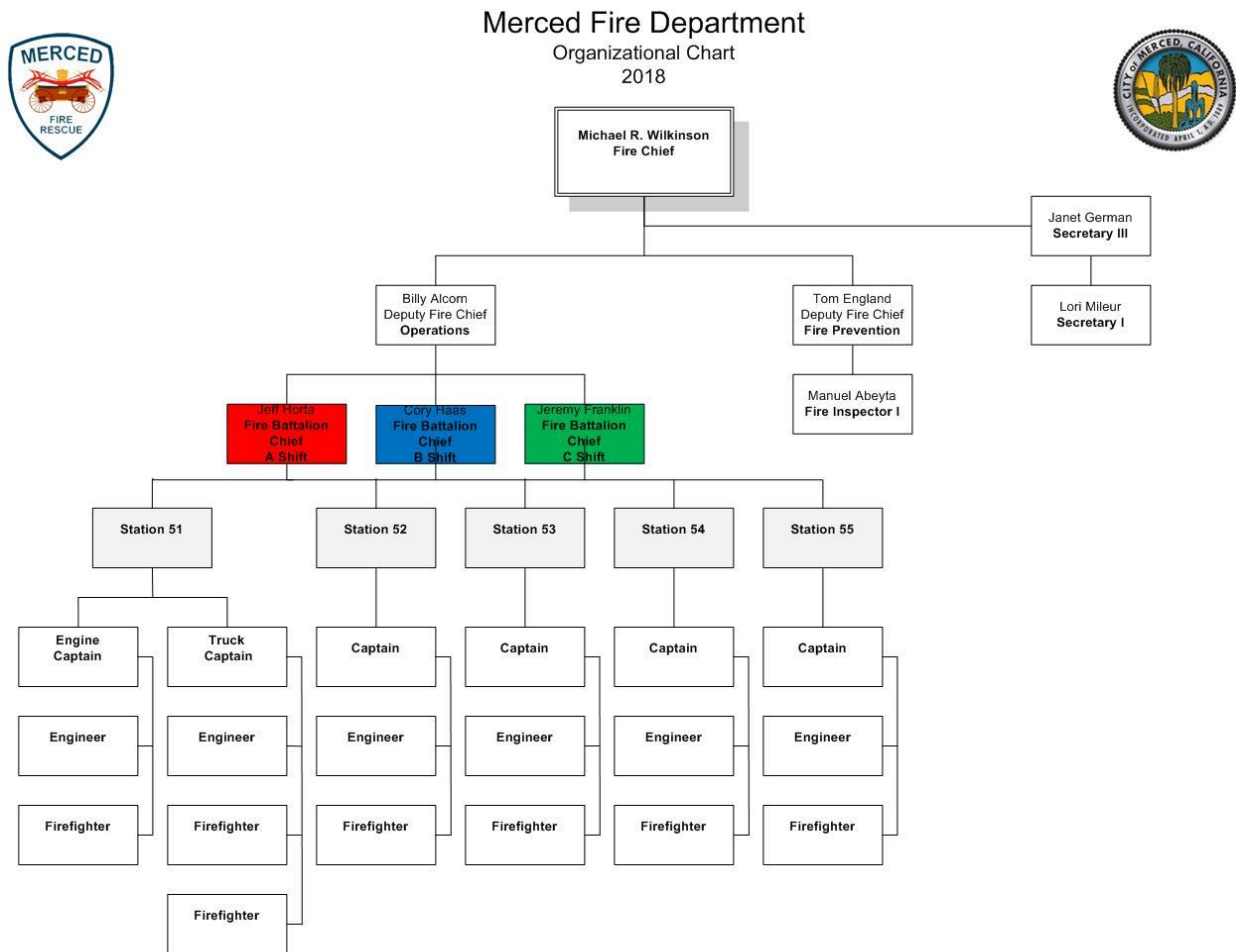
Function	Budgeted Positions
Administration	5
Operations	60
Fire Prevention	1
<b>Total</b>	<b>66</b>

Source: Merced Fire Department

Figure 3 shows the organizational structure of the Department.

City of Merced Fire Department  
Standards of Coverage Assessment

**Figure 3—Merced Fire Department Organizational Chart**



Rev. 01/26/18

Source: Merced Fire Department

### 1.4.1 Facilities and Resources

The Department provides services from five fire stations as shown in Table 3.

**City of Merced Fire Department**  
*Standards of Coverage Assessment*

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**Table 3—Merced Fire Department Facilities and Assigned Resources**

<b>Station</b>	<b>Location</b>	<b>Assigned Resources</b>	<b>Minimum Staffing</b>
<b>51</b>	99 E. 16 <sup>th</sup> Street	<b>Engine 51</b> <b>Truck 51</b> <b>Battalion Chief</b> Engine 251 (Reserve) Truck 251 (Reserve) Hazmat Decontamination Trailer Rescue Trailer	<b>3</b> <b>3</b> <b>1</b>
<b>52</b>	1400 Falcon Way	<b>Engine 52</b> ARFF-52	<b>3</b>
<b>53</b>	800 Loughborough Drive	<b>Engine 53</b> Engine 253 (Reserve)	<b>3</b>
<b>54</b>	1425 E. 21 <sup>st</sup> Street	<b>Engine 54</b> OES-279 Engine 254 (Reserve)	<b>3</b>
<b>55</b>	3520 Parsons Avenue	<b>Engine 55</b> OES Rescue Trailer Rescue Boat	<b>3</b>
<b>Total</b>			<b>19</b>

Source: Merced Fire Department

Response personnel work a 48/96-hour shift schedule of two consecutive 24-hour days on duty followed by four days off duty. The Department provides services with nine Type-I structural fire engines, two Type-I aerial ladder trucks, one rescue boat, two technical rescue trailers, and one hazardous materials (hazmat) decontamination trailer.

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## SECTION 2—STANDARDS OF COVERAGE ASSESSMENT

This section provides a detailed, in-depth analysis of the Department’s current ability to deploy and mitigate emergency risks within its service area. The response analysis uses prior response statistics and geographic mapping to help the Department and the community to visualize what the current response system can and cannot deliver.

### 2.1 STANDARDS OF COVERAGE PROCESS OVERVIEW

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The core methodology used by Citygate in the scope of its deployment analysis work is “Standards of Response Coverage” (SOC) 5<sup>th</sup> and 6<sup>th</sup> Editions, which is a systems-based approach to fire department deployment published by the CFAI. This approach uses local risk and demographics to determine the level of protection best fitting a community’s needs.

The SOC method evaluates deployment as part of a fire agency’s self-assessment process. This approach uses risk and community expectations on outcomes to help elected officials make informed decisions on fire and emergency medical services deployment levels. Citygate has adopted this methodology as a comprehensive tool to evaluate fire station locations. Depending on the needs of the study, the depth of the components may vary.

Such a systems approach to deployment, rather than a one-size-fits-all prescriptive formula, allows for local determination. In this comprehensive approach, each agency can match local needs (risks and expectations) with the costs of various levels of service. In an informed public policy debate, a governing board “purchases” the fire and emergency medical service levels the community needs and can afford.

While working with multiple components to conduct a deployment analysis is admittedly more work, it yields a much better result than using only a singular component. For instance, if only travel time is considered, and frequency of multiple calls is not considered, the analysis could miss over-worked companies. If a risk assessment for deployment is not considered, and deployment is based only on travel time, a community could under-deploy to incidents.

Table 4 describes the eight elements of the Standards of Coverage process.

**Table 4—Standards of Coverage Process Elements**

SOC Element		Description
1	Existing Deployment Policies	Reviewing the deployment goals the agency has in place today.
2	Community Outcome Expectations	Reviewing the expectations of the community for response to emergencies.
3	Community Risk Assessment	Reviewing the assets at risk in the community. (For this study, see Appendix A—Risk Assessment.)
4	Critical Task Analysis	Reviewing the tasks that must be performed and the personnel required to deliver the stated outcome expectation for the ERF.
5	Distribution Analysis	Reviewing the spacing of first-due resources (typically engines) to control routine emergencies.
6	Concentration Analysis	Reviewing the spacing of fire stations so that more complex emergencies can receive sufficient resources in a timely manner (First Alarm Assignment or the ERF).
7	Reliability and Historical Response Effectiveness Analysis	Using prior response statistics to determine the percent of compliance the existing system delivers.
8	Overall Evaluation	Proposing Standard of Coverage statements by risk type as necessary.

Source: CFAI *Standards of Cover*, 5<sup>th</sup> Edition

Fire service deployment, simply summarized, is about the *speed* and *weight* of the response. *Speed* refers to initial response (first-due), all-risk intervention resources (engines, trucks, and/or ambulances) strategically deployed across a jurisdiction for response to emergencies within a specified time interval to control routine to moderate emergencies without the incident escalating to greater size or severity. *Weight* refers to multiple-unit responses for more serious emergencies such as building fires, multiple-patient medical emergencies, vehicle collisions with extrication required, or technical rescue incidents. In these situations, a sufficient number of firefighters must be assembled within a reasonable time interval to safely control the emergency and prevent it from escalating into a more serious event. Table 5 illustrates this deployment paradigm.

**Table 5—Fire Service Deployment Paradigm**

Element	Description	Purpose
<b>Speed of Response</b>	Travel time of initial response of all-risk intervention units strategically located across a jurisdiction.	Controlling routine to moderate emergencies without the incident escalating in size or complexity.
<b>Weight of Response</b>	Number of firefighters in a multiple-unit response for serious emergencies.	Assembling enough firefighters within a reasonable time frame to safely control a more complex emergency without escalation.

Thus, smaller fires and less complex emergencies require a single-unit or two-unit response (engine and/or specialty resource) within a relatively short response time. Larger or more complex incidents require more units and personnel to control. In either case, if the crews arrive too late or the total number of personnel is too few for the emergency, they are drawn into an escalating and more dangerous situation. The science of fire crew deployment is to spread crews out across a community or jurisdiction for quick response to keep emergencies small with positive outcomes, without spreading resources so far apart that they cannot assemble quickly enough to effectively control more serious emergencies.

## 2.2 CURRENT DEPLOYMENT

### **SOC ELEMENT 1 OF 8** **EXISTING DEPLOYMENT** **POLICIES**

Nationally recognized standards and best practices suggest using several incremental measurements to define response time. Ideally, the clock start time is when the 9-1-1 dispatcher receives the emergency call. In some cases, the call must then be transferred to a separate fire dispatch center. In this setting, the response time clock starts when the dispatcher receives the 9-1-1 call into its computerized fire dispatch (CAD) system. Response time increments include dispatch center call processing, crew alerting and response unit boarding (commonly called turnout time), and actual driving (travel) time.

Department policy 312 establishes a response performance objective to arrive on the scene of emergency incidents within 4:00 to 6:00 minutes, 90 percent of the time, including the following incremental response goals:

1. 60 seconds or less for call/dispatch processing 90 percent of the time
2. 80 seconds or less for turnout 90 percent of the time
3. 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident 90 percent of the time

4. 480 seconds or less travel time for the arrival of a full first alarm assignment at a fire suppression incident 90 percent of the time
5. 240 seconds or less travel time for the arrival of a unit with first responder or higher level of capability and an automatic external defibrillator (AED) at an emergency medical incident 90 percent of the time.

Policy 312 further states “the Department shall annually evaluate its level of service, deployment delivery and response time objectives. The evaluation shall be based on data relating to level of service, deployment and the achievement of each response time performance objective in the geographic area of the jurisdiction.” While this policy addresses response performance goals for fire and medical emergencies, it does not address response performance to other risks within the City, such as hazardous materials and technical rescue, as recommended by the CFAI. The Department also has a service level history that can be documented in response times, number of response companies, and minimum staffing.

Another source for deployment policy is the Safety Element of the City General Plan, which states, “the Fire Department’s response objective is to arrive at the scene of an emergency within 4:00 to 6:00 minutes 90 percent of the time within the resource constraints of the City.”<sup>5</sup> However, this statement does not specify if the timeframe is from the time of receipt of the 9-1-1 call or time of dispatch.

NFPA Standard 1710,<sup>6</sup> a recommended deployment standard for career fire departments in urban/suburban areas, recommends initial (first-due) intervention unit arrival within 6:50 minutes from the time of call receipt in fire dispatch, and recommends arrival of all the resources comprising the ERF within 10:50 minutes, at 90 percent or better reliability. The standard further identifies a minimum initial ERF of 14–15 personnel for a fire in a typical 2,000 square-foot, single-story, single-family dwelling without a basement or other exposed buildings.

In Citygate’s experience, very few fire agencies can meet this response performance standard, primarily due to existing resource distribution and the costs associated with relocating those resources. Citygate therefore recommends that its urban/suburban client agencies consider a first-due performance measure of 7:30 minutes or less from fire dispatch notification, 90 percent of the time, and a performance measure of 11:30 minutes or less for arrival of the last ERF resource.

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<sup>5</sup> Merced Vision 2030 General Plan, Chapter 11-Safety

<sup>6</sup> NFPA 1710 – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments (2016 Edition)

**Finding #1:** The Department has established response performance objectives partially consistent with best practice recommendations as published by the Commission on Fire Accreditation International.

### 2.2.1 Current Deployment Model

#### *Resources and Staffing*

The Department's current deployment model consists of five engines and one ladder truck staffed with a minimum of three personnel each, and one Battalion Chief, for a total daily staffing of at least 19 personnel operating from five fire stations. This deployment model meets the minimum staffing standards for building fires as recommended by NFPA 1710 or, as the critical tasking section of this report will review, provides minimally sufficient personnel for serious fire incidents. The Department has mutual aid agreements with Merced County and the adjacent City of Atwater, and is also a signatory to the Merced County and State of California Mutual Aid Agreements; however, mutual aid resources available to Merced either lack sufficient on-duty staffing<sup>7</sup> and/or are not available within desired ERF travel time to provide any substantive augmentation to City fire service capacity.

#### *Response Plan*

The Department is an "all-risk" fire agency providing the people it protects with services that include fire suppression, pre-hospital BLS EMS, hazardous material and technical rescue response, and other non-emergency services, including fire prevention, community safety education, and other related services.

Given these risks, the Department utilizes a tiered response plan calling for different types and numbers of resources depending on incident/risk type. The Merced Police Department's 9-1-1's computer-aided dispatch (CAD) system selects and dispatches the closest and most appropriate resource types pursuant to the Department's response plan using Automated Vehicle Locating (AVL) technology, as shown in Table 6.

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<sup>7</sup> Mutual aid resources are staffed with one or two personnel

**Table 6—Response Plan by Incident Type**

Incident Type	Resources Dispatched	Total Personnel
Single-Patient EMS	1 Engine/Truck + Ambulance	5
Vehicle Fire	1 Engine	3
Building Fire	4 Engines, Truck, Battalion Chief	16
Vegetation Fire	2 Engines, Battalion Chief	7
Rescue	2 Engines, Truck, Battalion Chief	10
Hazardous Material	3 Engines, Truck, Battalion Chief	13

Source: Merced Fire Department

**Finding #2:** The Department has a standard response plan that considers risk and establishes an appropriate initial response for each incident type; each type of call for service receives the combination of engines, trucks, ambulances, specialty units, and command officers customarily needed to effectively control that type of incident based on Department experience.

### 2.3 OUTCOME EXPECTATIONS

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**SOC ELEMENT 2 OF 8**  
**COMMUNITY OUTCOME**  
**EXPECTATIONS**

The Standards of Coverage process begins by reviewing existing emergency services outcome expectations. This includes determining for what purpose the response system exists and whether the governing body has adopted any response performance measures. If so, the time measures used must be understood and good data must be available.

Current national best practice is to measure percent completion of a goal (e.g., 90 percent of responses) instead of an average measure. Mathematically, this is called a “fractile” measure.<sup>8</sup> This is because the measure of average only identifies the central or middle point of response time performance for all calls for service in the data set. Using an average makes it impossible to know how many incidents had response times that were way above the average, or just above.

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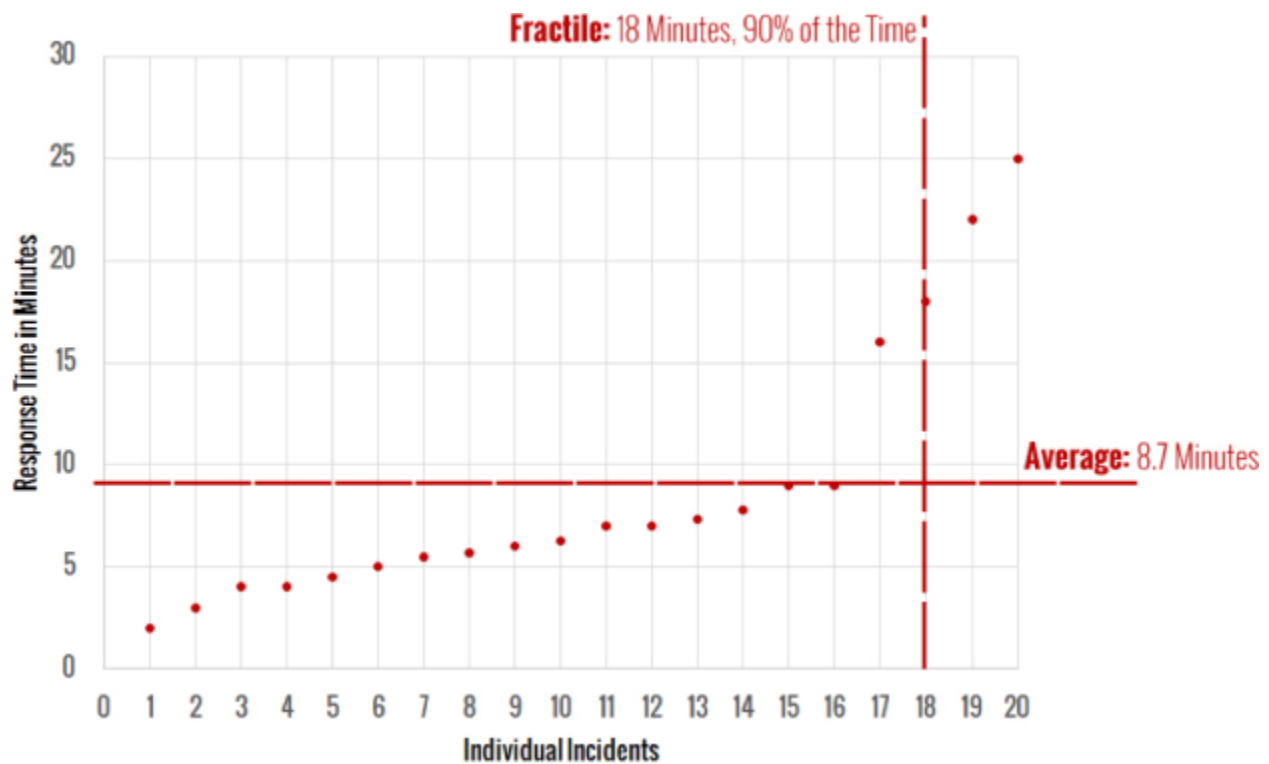
<sup>8</sup> A *fractile* is that point below which a stated fraction of the values lie. The fraction is often given in percent; the term percentile may then be used.

For example, Figure 4 shows response times for a fictitious fire department. This agency is small and receives 20 calls for service each month. Each response time has been plotted on the following graph from shortest response time to longest response time.

Figure 4 shows that the average response time is 8.7 minutes. However, the average response time fails to properly account for four calls for service with response times far exceeding a threshold in which positive outcomes could be expected. In fact, it is evident in Figure 4 that 20 percent of responses are far too slow, and that this jurisdiction has a potential life-threatening service delivery problem. Average response time as a measurement tool for fire services is simply not sufficient. This is a significant issue in larger cities, if hundreds or thousands of calls are answered far beyond the average point.

By using the fractile measurement with 90 percent of responses in mind, this small jurisdiction has a response time of 18:00 minutes, 90 percent of the time. This fractile measurement is far more accurate at reflecting the service delivery situation of this small agency.

**Figure 4—Fractile versus Average Response Time Measurements**



More importantly, within the Standards of Coverage process, positive outcomes are the goal, and from that crew size and response time can be calculated to allow appropriate fire station spacing (distribution and concentration). Emergency medical incidents have situations with the most severe time constraints. The brain can only survive 4:00 to 6:00 minutes without oxygen. Heart

attacks and other events can cause oxygen deprivation to the brain. Heart attacks make up a small percentage; drowning, choking, trauma constrictions, or other similar events have the same effect. In a building fire, a small incipient fire can grow to involve the entire room in a 6:00- to 8:00-minute timeframe. If fire service response is to achieve positive outcomes in severe emergency medical situations and incipient fire situations, *all* responding crews must arrive, assess the situation, and deploy effective measures before brain death occurs or the fire spreads beyond the room of origin.

Thus, from the time of 9-1-1 receiving the call, an effective deployment system is *beginning* to manage the problem within a 7:00- to 8:00-minute total response time. This is right at the point that brain death is becoming irreversible and the fire has grown to the point of leaving the room of origin and becoming very serious. Thus, the City needs a first-due response goal that is within a range to give the situation hope for a positive outcome. It is important to note the fire or medical emergency continues to deteriorate from the time of inception, not the time the fire engine starts to drive the response route. Ideally, the emergency is noticed immediately and the 9-1-1 system is activated promptly. This step of awareness—calling 9-1-1 and giving the dispatcher accurate information—takes, in the best of circumstances, 1:00 minute. Then crew notification and travel time take additional minutes. Upon arrival, the crew must approach the patient or emergency, assess the situation, and deploy its skills and tools appropriately. Even in easy-to-access situations, this step can take 2:00 minutes or more. This time frame may be increased considerably due to long driveways, apartment buildings with limited access, multiple-storied apartments or office complexes, or shopping center buildings.

Unfortunately, there are times when the emergency has become too severe, even before the 9-1-1 notification and/or fire department response, for the responding crew to reverse; however, when an appropriate response time policy is combined with a well-designed deployment system, then only anomalies like bad weather, poor traffic conditions, or multiple emergencies slow the response system down. Consequently, a properly designed system will give citizens the hope of a positive outcome for their tax dollar expenditure.

For this report, “total” response time is the sum of the 9-1-1 call processing, dispatch, crew turnout, and road travel time steps. This is consistent with CFAI best practice recommendations.

## 2.4 COMMUNITY RISK ASSESSMENT

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### **SOC ELEMENT 3 OF 8** **COMMUNITY RISK** **ASSESSMENT**

The third element of the SOC process is a community risk assessment. Within the context of an SOC study, the objectives of a community risk assessment are to:

- ◆ Identify the values at risk to be protected within the community or service area

- ◆ Identify the specific hazards with the potential to adversely impact the community or service area
- ◆ Quantify the overall risk associated with each hazard
- ◆ Establish a foundation for current/future deployment decisions and risk-reduction/hazard mitigation planning and evaluation.

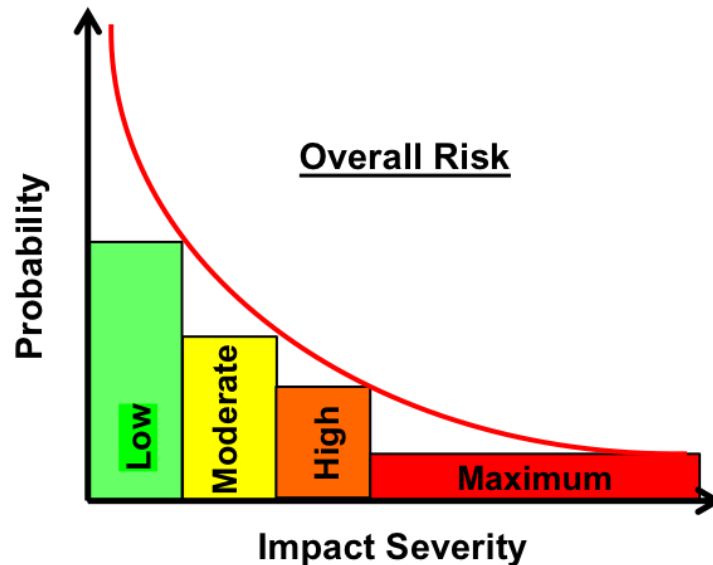
A *hazard* is broadly defined as a situation or condition that can cause or contribute to harm. Examples include fire, medical emergency, vehicle collision, earthquake, flood, etc. *Risk* is broadly defined as the *probability of hazard occurrence* in combination with the *likely severity of resultant impacts* to people, property, and the community as a whole.

#### **2.4.1 Risk Assessment Methodology**

The methodology employed by Citygate to assess community risks as an integral element of an SOC study incorporates the following elements:

- ◆ Identification of geographic planning sub-zones (risk zones) appropriate to the community or jurisdiction.
- ◆ Identification and quantification (to the extent data is available) of the specific values at risk to various hazards within the community or service area.
- ◆ Identification of the fire and non-fire hazards to be evaluated.
- ◆ Determination of the probability of occurrence for each hazard.
- ◆ Identification and evaluation of multiple relevant impact severity factors for each hazard by planning zone using agency/jurisdiction-specific data and information.
- ◆ Quantification of overall risk for each hazard based on probability of occurrence in combination with probable impact severity as shown in Figure 5.

**Figure 5—Overall Risk**



Source: Commission on Fire Accreditation International (CFAI): *Community Risk Assessment: Standards of Coverage (6<sup>th</sup> Edition)*

## 2.4.2 Values at Risk to be Protected

*Values at risk*, broadly defined, are those tangibles of significant importance or value to the community or jurisdiction potentially at risk of harm or damage from a hazard occurrence. Values at risk typically include people, critical facilities/infrastructure, buildings, and key economic, cultural, historic, and/or natural resources.

### *People*

Residents, employees, visitors, and travelers through a community or jurisdiction are vulnerable to harm from a hazard occurrence. Particularly vulnerable are specific at-risk populations, including those unable to care for themselves or self-evacuate in the event of an emergency. At-risk populations typically include children less than 10 years of age, the elderly, and people housed in institutional settings. Key demographic data for the City includes the following:

- ◆ Slightly more than 27 percent of the population is under 10 or over 64 years of age.
- ◆ The City's population is predominantly White (56 percent), followed by Asian (13 percent), Black/African American (7 percent), and other ethnicities (22 percent).
- ◆ Of the population over 24 years of age, 68 percent has completed high school or equivalent.

- ◆ Of the population over 24 years of age, 17 percent has an undergraduate, graduate, or professional degree.
- ◆ Just less than 60 percent of the population 16 years of age or older are in the workforce; of those, 17 percent are unemployed.
- ◆ Nearly 32 percent of the population is below the federal poverty level.
- ◆ Nearly 13 percent of the population has no health insurance coverage.
- ◆ The City's population density ranges from less than 500 to more than 10,000 people per square mile.

### ***Critical Facilities/Infrastructure***

The U.S. Department of Homeland Security defines “Critical Infrastructure / Key Resources” (CIKR) as those physical assets essential to the public health and safety, economic vitality, and resilience of a community. For this assessment, the Department identified 135 critical facilities/infrastructure. A hazard occurrence with significant impact severity affecting one or more of these facilities would likely adversely impact critical public or community services.

### ***Buildings***

The City has an inventory of more than 27,000 housing units, as well as an equally large inventory of office, commercial, professional services, retail sales, restaurants/bars, motels, churches, schools, government facilities, healthcare facilities, industrial, and other non-residential occupancies, including 938 high- or maximum-risk occupancies as described in **Appendix A**.

### ***Economic, Natural, Cultural, and Historic Resources***

The City has numerous economic and natural resources to be protected. No cultural or historic resources were identified for this assessment.

## **2.4.3 Hazard Identification**

Citygate utilizes prior risk studies where available, fire and non-fire hazards as identified by the CFAI, and agency-/jurisdiction-specific data and information to identify the hazards to be evaluated for this study.

Following review and evaluation of the hazards identified in the City of Merced Local Hazard Mitigation Plan and the fire and non-fire hazards as identified by the CFAI as they relate to services provided by the Department, Citygate evaluated the following five hazards for this risk assessment:

1. Building Fire
2. Vegetation/Wildland Fire

3. Medical Emergency
4. Hazardous Material Release/Spill
5. Technical Rescue.

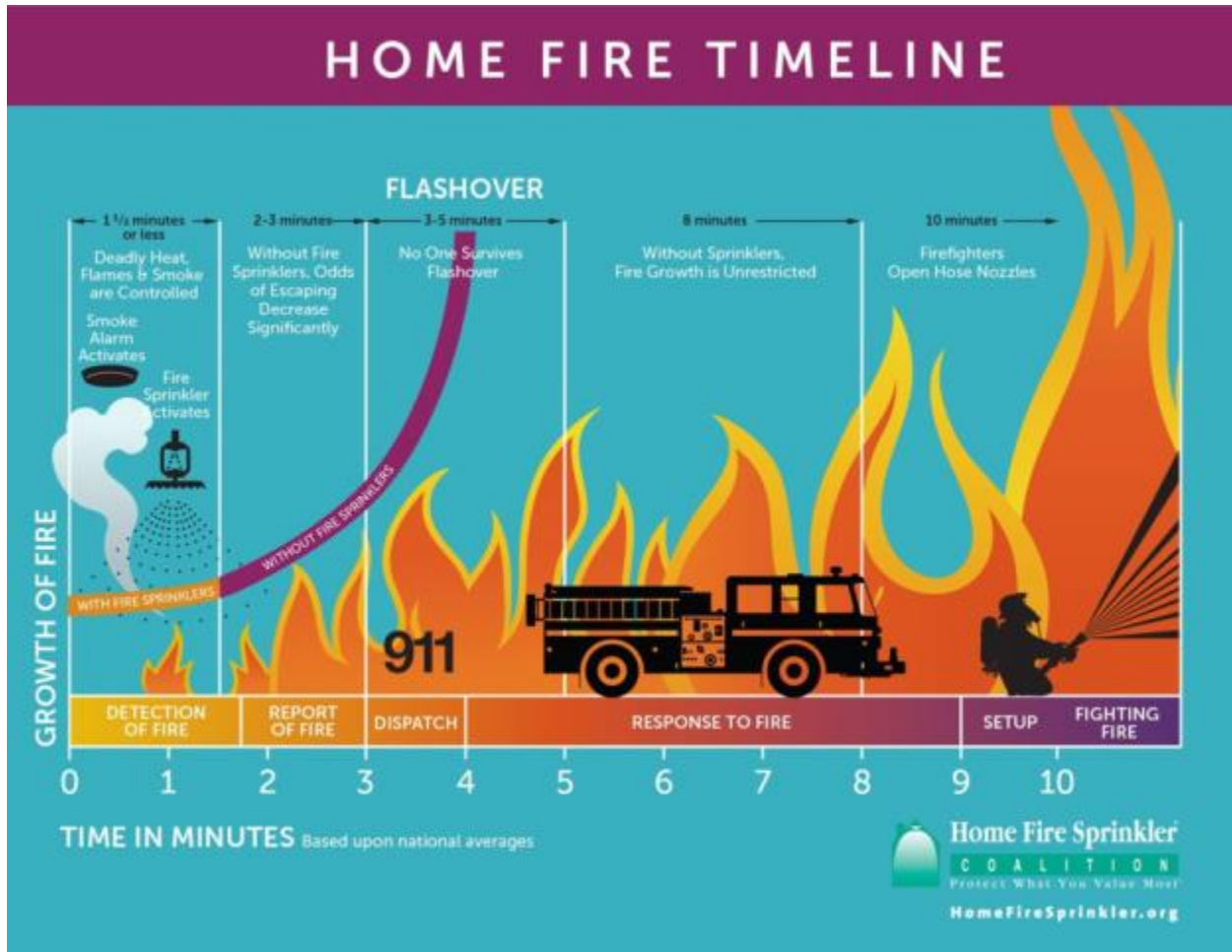
Because building fires and medical emergencies have the most severe time constraints if positive outcomes are to be achieved, the following is a brief overview of building fire and medical emergency risk. **Appendix A** contains the full risk assessment for all five hazards.

### ***Building Fire Risk***

One of the primary hazards in any community is building fire. Building fire risk factors include building density, size, age, occupancy, and construction materials and methods, as well as the number of stories, the required fire flow, the proximity to other buildings, built-in fire protection/alarm systems, an available fire suppression water supply, building fire service capacity, fire suppression resource deployment (distribution/concentration), staffing, and response time.

Figure 6 illustrates the building fire progression timeline and shows that flashover, which is the point at which the entire room erupts into fire after all the combustible objects in that room reach their ignition temperature, can occur as early as 3:00 to 5:00 minutes from the initial ignition. Human survival in a room after flashover is extremely improbable.

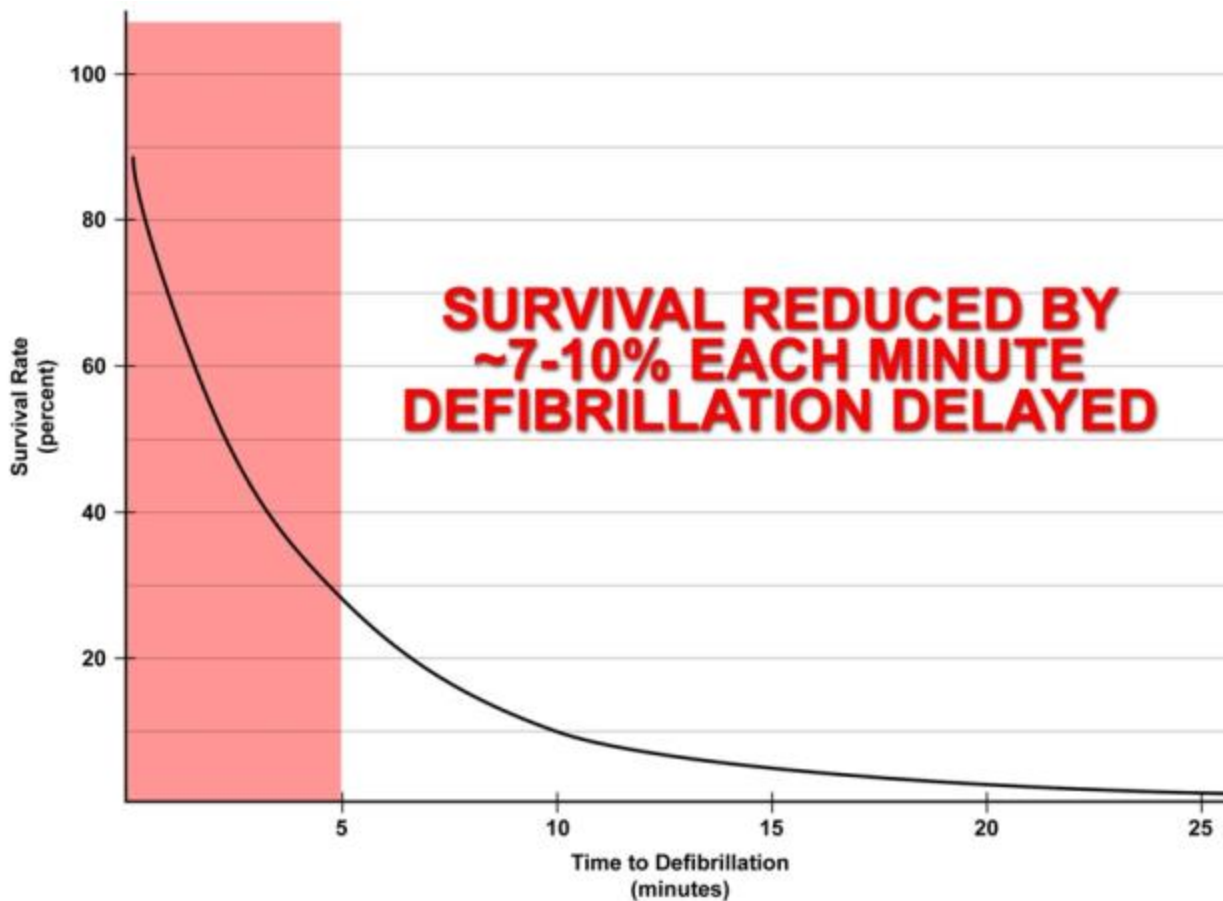
**Figure 6—Building Fire Progression Timeline**



### ***Medical Emergency Risk***

Fire agency service demand in most jurisdictions is predominantly for medical emergencies. Figure 7 illustrates the reduced survivability of a cardiac arrest victim as time to defibrillation increases.

**Figure 7—Survival Rate versus Time of Defibrillation**



Source: [www.suddencardiocarrest.com](http://www.suddencardiocarrest.com)

As referenced in Sections 1.4 and A.1.6, the Department currently provides BLS pre-hospital emergency medical services, with operational personnel trained to the EMT level, with ALS paramedic ambulance transport services provided by Riggs under an exclusive operating area, performance-based contract with the MCEMSA.

According to Department staff, medical emergency service capacity is increasingly impacted by prolonged ALS ambulance response times, due in part to (1) a current statewide shortage of paramedics affecting Riggs ability to staff the appropriate number of ALS transport ambulances daily to meet contract response performance requirements, as well as (2) prolonged patient offload times at Mercy Medical Center.

#### 2.4.4 Risk Assessment Summary

Citygate's assessment of the values at risk and hazards likely to impact the City yields the following. See **Appendix A** for the full risk assessment.

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- ◆ The City has a diverse urban population.
- ◆ The City’s population is projected to grow 22 percent over the next 13 years to 2030, or an average of 1.5 percent annually.
- ◆ The City has an inventory of residential, commercial, office, industrial, educational, and other non-residential uses typical of other central California communities of similar size and demographics.
- ◆ The City has economic and natural resource values to be protected, as identified in this assessment.
- ◆ Some sections in the very northern and southern portions of the City lie within a *recommended Moderate* wildland Fire Hazard Severity Zone (FHSZ), as determined by the California Department of Forestry and Fire Protection (CAL FIRE).
- ◆ The City has established appropriate emergency evacuation protocols, procedures, and resources in its Emergency Operations Plan.
- ◆ Merced County has established a mass emergency telephone notification system to effectively communicate emergency information to the public in a timely manner, including the City of Merced.
- ◆ The City’s overall risk for five hazards related to emergency services provided by the Fire Department range from **LOW** to **HIGH**, as summarized in Table 7.

**Table 7—Overall Risk by Hazard**

Hazard		Planning Zone				
		Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
1	Building Fire	HIGH	MODERATE	HIGH	MODERATE	MODERATE
2	Vegetation/Wildland Fire	LOW	LOW	MODERATE	LOW	LOW
3	Medical Emergency	HIGH	HIGH	HIGH	HIGH	HIGH
4	Hazardous Material	HIGH	MODERATE	MODERATE	HIGH	MODERATE
5	Technical Rescue	MODERATE	MODERATE	MODERATE	MODERATE	MODERATE

## 2.5 CRITICAL TASK TIME MEASURES—WHAT MUST BE DONE OVER WHAT TIME FRAME TO ACHIEVE THE STATED OUTCOME EXPECTATION?

### **SOC ELEMENT 4 OF 8** **CRITICAL TASK TIME** **STUDY**

Standards of Coverage (SOC) studies use critical task information to determine the number of firefighters needed within a timeframe to achieve desired objectives on fire and emergency medical incidents. Table 8 and Table 9 illustrate critical tasks typical of building fire and medical emergency incidents, including the minimum number of personnel required to complete each task. These tables are composites from Citygate clients in urban/suburban departments similar to the City of Merced, with units staffed with three to four personnel per engine or ladder truck. It is important to understand the following relative to these tables:

- ◆ It can take a considerable amount of time after a task is ordered by command to complete the task and arrive at the desired outcome.
- ◆ Task completion time is usually a function of the number of personnel that are *simultaneously* available. The fewer firefighters available, the longer some tasks will take to complete. Conversely, with more firefighters available, some tasks are completed concurrently.
- ◆ Some tasks must be conducted by a minimum of two firefighters to comply with safety regulations. For example, two firefighters are required to search a smoke-filled room for a victim.

### 2.5.1 Critical Firefighting Tasks

Table 8 illustrates the critical tasks required to control a typical single-family dwelling fire with five response units (engines/trucks/rescue) and one Chief Officer for a total *Effective Response Force* of **15–16** personnel. These tasks are taken from typical fire departments' operational procedures, which are consistent with the customary findings of other agencies using the Standards of Coverage process. No conditions existed to override the Occupational Safety and Health Administration (OSHA) "2-in/2-out" safety policy, which requires that firefighters enter Immediately Dangerous to Life and Health (IDLH) atmospheres, such as building fires, in teams of two, while two more firefighters are outside and immediately ready to rescue them should trouble arise.

**Scenario:** *Simulated approximately 2,000 square-foot, two-story residential fire with unknown rescue situation. Responding companies receive dispatch information typical for a witnessed fire. Upon arrival, they find approximately 50 percent of the second floor involved in fire.*

**City of Merced Fire Department**  
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**Table 8—First Alarm Residential Fire Critical Tasks – 15/16 Personnel**

Critical Task Description		Personnel Required
<b>1<sup>st</sup>-Due Engine (3 personnel)</b>		
1	Conditions report	1
2	Establish supply line to hydrant	2
3	Deploy initial fire attack line to point of building access	1-2
4	Operate pump and charge attack line	1
5	Establish incident command	1
6	Conduct primary search	2
<b>2<sup>nd</sup>-Due Engine (3 personnel)</b>		
7	If necessary, establish supply line to hydrant	1-2
8	Deploy a backup attack line	1-2
9	Establish Initial Rapid Intervention Crew (IRIC)	2
<b>1<sup>st</sup>-Due Truck (3 personnel)</b>		
10	Conduct initial search and rescue if not already completed	2
11	Deploy ground ladders to roof	1-2
12	Establish horizontal or vertical building ventilation	1-2
13	Open concealed spaces as required	2
<b>1<sup>st</sup>-Due Chief Officer</b>		
14	Transfer of incident command	2
15	Establish exterior command and scene safety	1
<b>3<sup>rd</sup>-Due Engine (3 personnel)</b>		
16	Secure utilities	1
17	Deploy second attack line as needed	2
18	Conduct secondary search	2
<b>4<sup>th</sup>-Due Engine / Rescue (2-3 personnel)</b>		
19	Establish treatment/rehab as necessary	2

The duties in Table 8, grouped together, form an *Effective Response Force (ERF)* or *First Alarm Assignment*. These distinct tasks must be performed to effectively achieve the desired outcome; arriving on-scene does not stop the emergency from escalating. While firefighters accomplish these tasks, the incident progression clock keeps running.

Fire in a building can double in size during its *free-burn* period before fire suppression is initiated. Many studies have shown that a small fire can spread to engulf an entire room in less than 4:00 to 5:00 minutes after free burning has started. Once the room is completely superheated and involved in fire (known as *flashover*), the fire will spread quickly throughout the structure and into the attic

and walls. For this reason, it is imperative that fire suppression and search/rescue operations commence before the flashover point occurs if the outcome goal is to keep the fire damage in or near the room of origin. In addition, flashover presents a life-threatening situation to both firefighters and any occupants of the building.

A 2010 National Institute of Standards (NIST) study<sup>9</sup> tested multiple crew staffing and arrival timing scenarios relative to the completion of 22 critical tasks for a low-hazard residential building fire using four fire companies (three engines and one truck). The study found that the three-person crews completed all 22 critical tasks nearly 7 percent faster (on average) than the two-person crews, and the four-person crews completed the same tasks nearly 25 percent faster than the three-person crews. These findings support the CFAI critical time task element of the SOC analysis process.

### **2.5.2 Critical Medical Emergency Tasks**

The Department responds to more than 6,600 EMS incidents annually, including vehicle accidents, strokes, heart attacks, difficulty breathing, falls, childbirths, and other medical emergencies.

For comparison, Table 9 summarizes the critical tasks required for a cardiac arrest patient.

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<sup>9</sup> NIST Technical Note 1661, Report on Residential Fireground Field Experiments (April 2010)

**Table 9—Cardiac Arrest Critical Tasks – 3 Personnel + ALS Ambulance**

Critical Task		Personnel Required	Critical Task Description
1	Chest compressions	1-2	Compression of chest to circulate blood
2	Ventilate/oxygenate	1-2	Mouth-to-mouth, bag-valve-mask, apply O <sub>2</sub>
3	Airway control	1-2	Manual techniques/intubation/cricothyroidomy
4	Defibrillate	1-2	Electrical defibrillation of dysrhythmia
5	Establish I.V.	1-2	Peripheral or central intravenous access
6	Control hemorrhage	1-2	Direct pressure, pressure bandage, tourniquet
7	Splint fractures	2-3	Manual, board splint, HARE traction, spine
8	Interpret ECG	2	Identify type and treat dysrhythmia
9	Administer drugs	2	Administer appropriate pharmacological agents
10	Spinal immobilization	2-5	Prevent or limit paralysis to extremities
11	Extricate patient	3-4	Remove patient from vehicle, entrapment
12	Patient charting	1-2	Record vitals, treatments administered, etc.
13	Hospital communication	1-2	Receive treatment orders from physician
14	Treat enroute to hospital	2-3	Continue to treat/monitor/transport patient

### 2.5.3 Critical Task Analysis and Effective Response Force Size

What does a deployment study derive from a critical task analysis? The time required to complete the critical tasks (as shown in Table 8 and Table 9) necessary to stop the escalation of an emergency must be compared to outcomes. We know from nationally-published fire service “time vs. temperature” tables that after approximately 4:00 to 5:00 minutes of free burning a room fire will escalate to the point of flashover. At this point, the entire room is engulfed in fire, the entire building becomes threatened, and human survival near or in the room of fire origin becomes impossible. Additionally, we know that brain death begins to occur within 4:00 to 6:00 minutes of the heart stopping. Thus, the ERF must arrive in time to prevent these emergency events from becoming worse.

The Department’s daily staffing level is sufficient to deliver a single ERF of 16 firefighters to a building fire—if they can arrive in time, which the statistical analysis of this study (**Appendix B**) will show is not always possible. Mitigating an emergency event is a team effort once the units have arrived. This refers to the *weight* of response analogy; if too few personnel arrive too slowly, then the emergency will escalate instead of improving. The outcome times, of course, will be longer and yield less desirable results if the arriving force is later or smaller.

The quantity of staffing and the arrival time frame can be critical in a serious fire. Fires in older and/or multiple-story buildings could well require the initial firefighters needing to rescue trapped or immobile occupants. If the ERF is too small, rescue and firefighting operations *cannot* be conducted simultaneously.

Fires and complex medical incidents require that additional units arrive in time to complete an effective intervention. Time is one factor that comes from *proper station placement*. Good performance also comes from *adequate staffing* and training. But where fire stations are spaced too far apart, and one unit must cover another unit's area, or multiple units are needed, these units can be too far and the emergency will escalate and/or result in less than desirable outcome.

Previous critical task studies conducted by Citygate and NFPA Standard 1710 find that all units need to arrive with 15+ firefighters within 11:30 minutes (from the time of 9-1-1 call) at a building fire to be able to *simultaneously and effectively* perform the tasks of rescue, fire suppression, and ventilation.

A question one might ask is, "If fewer firefighters arrive, *what* from the list of tasks mentioned would not be completed?" Most likely, the search team would be delayed, as would ventilation. The attack lines would only consist of two firefighters, which does not allow for rapid movement of the hose line above the first-floor in a multiple-story building. Rescue is conducted with at least two-person teams; thus, when rescue is essential, other tasks are not completed in a simultaneous, timely manner. Effective deployment is about the **speed** (*travel time*) and the **weight** (*firefighters*) of the response.

Sixteen initial firefighters could handle a moderate-risk, confined residential fire; however, even an ERF of 16 personnel will be seriously slowed if the fire is above the first floor in a low-rise apartment building or commercial/industrial building. This is where the capability to add additional personnel and resources to the standard response becomes critical.

Given that the Department's First Alarm plan (ERF) delivers 16 personnel to a moderate risk building fire, it reflects a goal to confine serious building fires to or near the room of origin and to prevent the spread of fire to adjoining buildings. This is a typical desired outcome in urban/suburban areas and requires more firefighters more quickly than the typical rural outcome of keeping the fire contained to the building, not room, of origin.

The Department's current physical response to building fires is, in effect, its de-facto deployment measure to more densely populated urban areas—if *those areas are within a reasonable travel time from a fire station*. Thus, this becomes the baseline policy for the deployment of firefighters.

## 2.6 DISTRIBUTION AND CONCENTRATION STUDIES—HOW THE LOCATION OF FIRST-DUE AND FIRST ALARM RESOURCES AFFECTS EMERGENCY INCIDENT OUTCOMES

### SOC ELEMENT 5 OF 8 DISTRIBUTION STUDY

### SOC ELEMENT 6 OF 8 CONCENTRATION STUDY

The City is served today by five fire stations deploying five engine companies, one aerial ladder truck, and one Battalion Chief as the duty Incident Commander. It is appropriate to understand using geographic mapping tools what the existing stations do and do not cover within travel time goals, if there are any coverage gaps needing one or more stations, and what, if anything, to do about them.

In brief, there are two geographic perspectives to fire station deployment:

- ◆ **Distribution** – the spacing of first-due fire units to control routine emergencies before they escalate and require additional resources.
- ◆ **Concentration** – the spacing of fire stations sufficiently close to each other so that more complex emergency incidents can receive sufficient resources from multiple fire stations quickly. As indicated, this is known as the **Effective Response Force**, or, more commonly, the “First Alarm Assignment”—the collection of a sufficient number of firefighters on scene, delivered within the concentration time goal to stop the escalation of the problem.

To analyze first-due fire unit travel time coverage, Citygate used a geographic mapping tool called FireView™ that can measure theoretical travel time over a street network. For this calculation, Citygate used the base map and street travel speeds calibrated to actual fire apparatus travel times from previous responses to simulate real-world travel time coverage. Using these tools, Citygate ran several deployment tests and measured their impact on various parts of the City. A 4:00-minute first-due and 8:00-minute ERF travel time were used consistent with best practice response performance goals for positive outcomes in urban areas.

### 2.6.1 Traffic Congestion Impacts

Citygate team members personally observed daily traffic congestion in parts of the City, particularly the G Street, M Street, and R Street traffic across Bear Creek, as well as the traffic interruptions caused by daily train service on separate Union Pacific and Burlington Northern Santa Fe railroad tracks traversing the City.

While Citygate can obtain traffic throughput travel speed data to provide traffic congestion analysis as it relates to fire apparatus travel time from the same company that provides real-time traffic data to internet-based traffic mapping applications, this option was not included in this assessment since first-due response performance is meeting best practice recommendations as

discussed in Section 2.7.2. It should be noted, however, that the limited number of streets crossing Bear Creek, the two current separate railway tracks traversing the City, and the unknown impacts of the California High-Speed Rail Project, all impact fire apparatus travel time performance in certain parts of the City to some degree.

## **2.6.2 Deployment Baselines**

### ***Map #1 – General Geography, Station Locations, and Response Resource Types***

Map #1 shows the City boundary, Sphere of Influence, and fire station locations, including mutual aid stations. This is a reference map for other maps that follow. Station symbols denote the type of staffed fire apparatus at each station. All City engines and the ladder truck are staffed with a minimum of three personnel daily.

### ***Map #2 – Risk Assessment: Planning Zones***

Map #2 shows the five risk planning zones used for this study, as recommended by the CFAI, which are the same as each station's initial (first-due) response area.

### ***Map #3 – Risk Assessment: Critical Facilities***

Map #3 shows the locations of 117 of the City's 135 critical facilities as described in Appendix A.1.4. The other 18 facilities could not be mapped due to insufficient location data.

### ***Map #4 – Risk Assessment: High Needed Fire Flow Locations***

Map #4 displays the locations of the 354 of the 361 buildings within the City with needed fire flow (NFF) greater than 1,500 gallons per minute as determined by the ISO. As the map illustrates, these buildings are predominantly located in the commercial/industrial-zoned zoning areas of the City. The other seven buildings could not be mapped due to insufficient location data.

### ***Map #5 – Risk Assessment: Population Density***

Map #5 shows the City's population density, aggregated by census block group, ranging from less than 500 to more than 10,000 per square mile. The higher population density areas are also the areas where the calls for service and building densities tend to be higher, as shown in Map #15. These are also the areas where the City's ERF (First Alarm) response performance will need to be 11:30 minutes or less to facilitate desired outcomes.

### ***Map #6 – Risk Assessment: High Risk Building Occupancies***

This map displays the locations of the 938 higher-risk building occupancies within the City as defined by CFAI. These building occupancies typically require a larger initial ERF due to the higher risks associated with these specific occupancies. It is apparent that there are high or maximum risk occupancies in every planning zone.

***Map #7 – Risk Assessment: Hazardous Materials Sites***

Map #7 shows the location of the 112 businesses requiring a State or County hazardous material operating permit or Hazardous Materials Business Plan (HMBP).

***Map #8 – Distribution: 4:00-Minute First-Due Travel Time Coverage***

This map shows first-due travel time coverage from the City's current fire station locations, with green indicating the 72 percent of the City's current road network that a fire engine should be expected to reach within 4:00 minutes, assuming it is in station and encounters *no traffic congestion*. The modeling tool uses actual fire apparatus speed by roadway type.

The purpose of response time modeling is to determine response time coverage across a jurisdiction's geography and station locations. This geo-mapping design is then validated against dispatch time data to reflect actual response times. There should be some overlap between station areas so that a second-due unit can have a chance of an acceptable response time when it responds to a call in a different station's first-due response area. As can be seen, coverage is very good for the core areas of the City with the highest population and building densities; however, there are significant coverage gaps in the northwestern, eastern, and southeastern sections as discussed further in Section 2.8.

As discussed in Appendix B.1.5, 90<sup>th</sup> percentile first-due *travel time* ranges by station area, from 4:26 to 4:50 minutes.

***Map #9 – Distribution: 5:00-Minute, 6:00-Minute, 7:00-Minute, and 8:00-Minute First-Due Travel Time Coverage***

Map #9 shows first-due travel times to reach all segments of the City's current road network. As can be seen, while nearly all road segments should be within 5:00 minutes travel time, some segments require up to 7:00 minutes *without traffic congestion*.

***Map #10 – Distribution: 5:00-Minute, 6:00-Minute, 7:00-Minute, and 8:00-Minute First-Due Travel Time Coverage WITH NO RAILROAD CROSSINGS***

This map shows first-due travel times to reach all segments of the City's current road network without crossing an existing railroad track. As can be seen, this scenario reduces travel time coverage, with most areas of the City within 6:00 minutes travel time, and some areas still requiring up to 7:00 minutes *without traffic congestion*.

***Map #11 – ISO 1.5-Mile Coverage Areas***

This map displays the ISO recommendation that urban stations cover a 1.5-mile *distance* response area. Depending on a jurisdiction's road network, the 1.5-mile measure usually equates to a 3:30- to 4:30-minute travel time. However, a 1.5-mile measure is a reasonable indicator of station

spacing and overlap. As can be seen, the 1.5-mile ISO coverage is very close to the 4:00-minute first-due coverage in Map #8.

***Map #12 – Concentration: Effective Response Force 8:00-Minute Travel Time Coverage***

Map #12 shows, in green, the 91 percent of the City where Department’s current response plan *should* deliver the initial ERF of four engines, one ladder truck, and one Battalion Chief within 8:00 minutes travel time *without traffic congestion*. There is a gap in the very southeastern section of the City.

***Map #13 – 8:00-Minute Ladder Truck Travel Time Coverage***

This map shows 8:00-minute travel time coverage for Truck 51 *without traffic congestion*. As can be seen, this specialized resource *should* reach nearly all areas of the City within 8:00 minutes travel time; however, ERF travel time performance, as discussed in Section 2.7.2, suggests that Truck 51 is likely not able to reach all the areas indicated.

***Map #14 – Battalion Chief 8:00-Minute Travel Time Coverage***

Map #14 displays 8:00-minute travel time coverage for a Battalion Chief from Station 51 *without traffic congestion*. It is apparent that Battalion Chief travel time coverage includes nearly all areas of the City.

***Map #15 – All Incident Locations***

Map #15 shows the location of all incidents from January 2014 through December 2016. It is apparent that incidents occur in all five planning zones.

***Map #16 – Emergency Medical Services and Rescue Incident Locations***

Map #16 further illustrates only the emergency medical and rescue incident locations. With the majority of the calls for service being medical emergencies, virtually all areas of the City need pre-hospital emergency medical services.

***Map #17 – All Fire Locations***

This map identifies the location of all fires within the City over the past three years. All fires include any type of fire call, from vehicle to dumpster to building. There are obviously fewer fires than medical or rescue calls. Even given this, it is evident that fires occur in all five planning zones.

***Map #18 – Structure Fire Locations***

Map #18 displays the location of the 293 structure fire incidents over the past three years. While the number of structure fires is a smaller subset of total fires, there are two meaningful findings from this map. First, there are structure fires in every planning zone, and second, there are a relatively small number of building fires in the City overall.

### ***Map #19 – Emergency Medical Services and Rescue Incident Location Densities***

This map examines, by mathematical density, where clusters of emergency medical services incident activity occurred. In this set, the darker density color plots the highest concentration of EMS/rescue incidents. This type of map makes the location of frequent workload more meaningful than simply mapping the locations of all EMS incidents, as was done for Map #16.

This perspective is important because the deployment system needs an overlap of units to ensure the delivery of multiple units when needed for more serious incidents or to handle simultaneous calls for service, as is evident for the higher population density areas of the City.

### ***Map #20 – All Fire Location Densities***

This map is similar to Map #19 but shows the hot spots of activity for all types of fires. Fire density is greater in the higher population density areas of the City.

### ***Map #21 – All Structure Fire Location Densities***

This map is similar to Map #20 but shows the hot spots for structure fire activity.

## **2.7 STATISTICAL ANALYSIS**

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### **SOC ELEMENT 7 OF 8 RELIABILITY & HISTORICAL RESPONSE EFFECTIVENESS STUDIES**

The map sets described in Section 2.6 and presented in **Volume 2** show the ideal situation for response times and the response effectiveness given perfect conditions with no competing calls, traffic congestion, units out of place, or simultaneous calls for service. Examination of the actual response time data provides a picture of actual response performance with simultaneous calls, rush hour traffic congestion, units out of position, and delayed travel time for events such as periods of severe weather.

The following subsections provide summary statistical information regarding the Department and its services. The complete statistical analysis is provided in **Appendix B**.

#### **2.7.1 Service Demand**

For 2016, the Department responded to 10,086 calls for service (incidents) for an average daily service demand of 27.6 incidents. Of those, 4.46 percent were fire incidents, 66.38 percent were EMS incidents, and 29.16 percent were other incident types (e.g., alarm activation with no fire, false alarm, no incident found, public assist, smoke scare, assist other agency, smoke or odor removal, electrical problem, water leak, rescue, hazardous material incident, animal problem, etc.).

Annual service demand increased 46 percent from 2014 to 2015, primarily due to a policy change resulting in response to all Priority 1 (potentially life-threatening) and Priority 2 (non-life threatening) medical emergencies. Prior to 2015, the Department only responded to Priority 1

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medical calls. Service demand then increased nearly nine percent the subsequent year as shown in Table 10 and Figure 8, or about seven times more than the population change over the same period.

**Table 10—Annual Service Demand**

Year	Incidents	Change
2014	6,362	N/A
2015	9,276	45.8%
2016	10,086	8.7%
Total	25,724	

Source: City of Merced Fire Department incident records

**Figure 8—Annual Service Demand by Year**

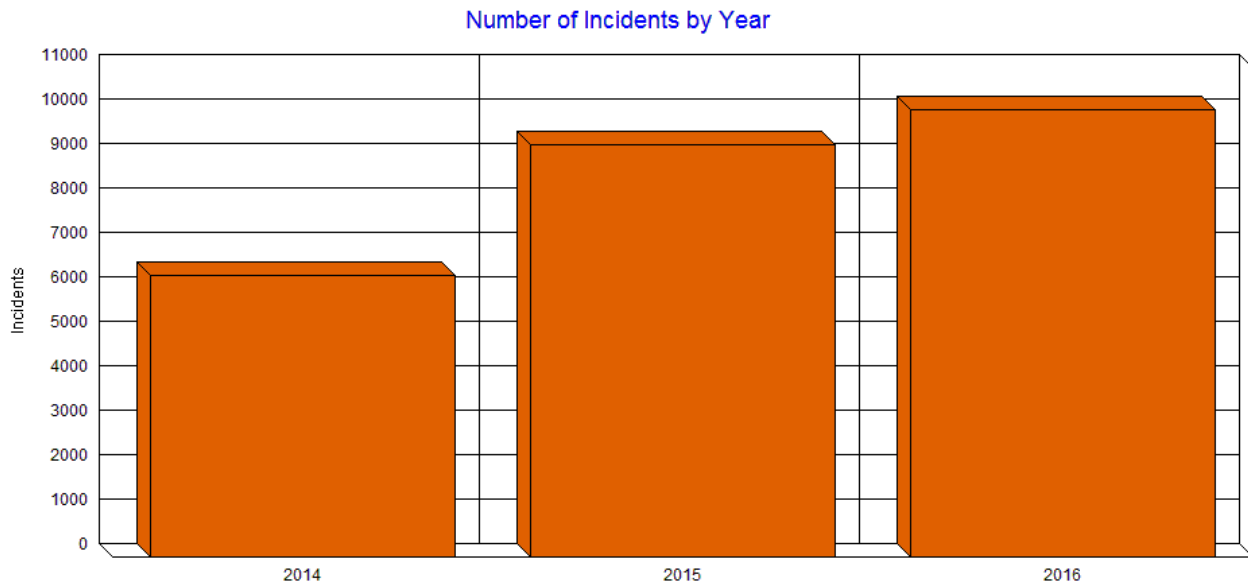
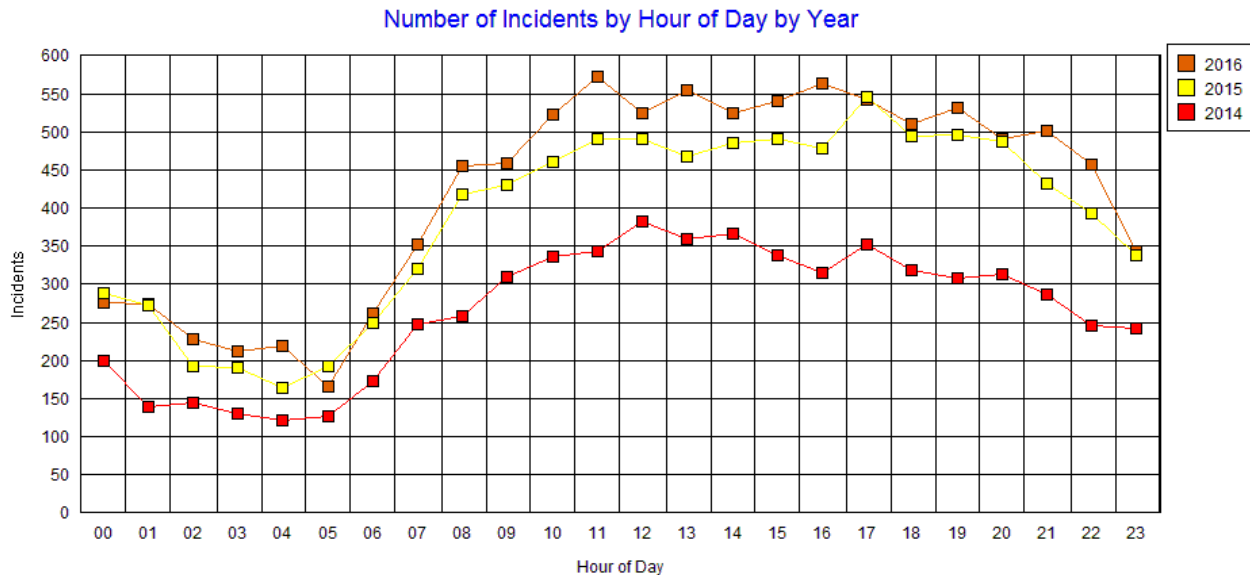


Figure 9 shows service demand by hour of day, illustrating that calls for service occur at every hour of the day and night, requiring fire and EMS response capability 24 hours per day, every day of the year.

**Figure 9—Service Demand by Hour of Day and Year**



**Finding #3:** The Department’s day-of-week and month-of-year service demand are consistent, indicating the need for a 24-hour-per-day, seven-days-per-week fire and EMS emergency response system.

## 2.7.2 Operational Performance

Once incident types are quantified, the analysis shifts to the time required to respond to those emergencies. Fractile analyses track the percentage (and count the number) of incidents meeting defined criteria, such as the first apparatus to reach the scene within progressive time segments. Based on national best practice recommendations and Citygate’s experience, this study’s response time test measurement is for the 90 percent call to arrival to be *7:30 minutes or less* for urban/suburban planning (demand) zones. This is comprised of three component elements: call processing time, turnout time, and travel time.

### *Call to First Arrival Performance*

A person needing help in an emergency measures the speed of the fire department response from the time assistance is first requested until the help arrives. This measure, referred to as “call to first arrival,” is the primary measure of customer service. As Table 11 shows, overall call to arrival performance *is meeting or nearly meeting* the Citygate-recommended goal of 7:30 minutes or less to facilitate desired outcomes in urban areas. Of note, however, is the increased total response time for 2016 compared to the two prior years.

**Table 11—90<sup>th</sup> Percentile Call to First Arrival Performance**

Planning Zone	Overall	2014	2015	2016
Overall	7:32	7:26	7:20	7:43

Source: City of Merced Fire Department incident records and CAD data

**Finding #4:** Call to First Arrival performance is meeting or nearly meeting the recommended goal of 7:30 minutes or less to facilitate desired outcomes in urban areas.

### ***ERF Call to Arrival Performance***

The Department's ERF (First Alarm) for building fires is four engines, one ladder truck, and one Battalion Chief. Over the three-year study period, there were 81 incidents where the full ERF deployment arrived at the incident.

ERF call to arrival performance measures the time interval from receipt of a 9-1-1 call to arrival of the last ERF unit. Citygate's recommended 90<sup>th</sup> percentile performance goal is 11:30 minutes or less to facilitate desired outcomes in urban/suburban areas. As Table 13 shows, ERF call to arrival performance is *slightly slower* (4.6 percent) than the recommended goal.

**Table 12—90<sup>th</sup> Percentile ERF Call to Arrival Performance**

Planning Zone	Overall	2014	2015	2016
Overall	12:02	13:38	10:05	11:54

Source: City of Merced Fire Department incident records and CAD data

**Finding #5:** Effective Response Force (ERF) Call to First Arrival performance is slightly slower than the recommended goal of 11:30 minutes or less to facilitate desired outcomes in urban areas.

### ***Call Processing Performance***

*Call processing time* is the time it takes to answer the 9-1-1 call, determine the nature of the emergency, enter information into the CAD system, and dispatch the appropriate resource(s). Best practice<sup>10</sup> is for 90 percent of calls to be processed and dispatched within 90 seconds where no

<sup>10</sup> NFPA Standard 1221 – Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems (2016)

language barriers exist, or medical self-help instructions are not needed. The Merced Police Department Communications Center serves as the primary Public Safety Answering Point (PSAP) for 9-1-1 calls within the City, and dispatches both police and fire resources. Other primary PSAPs, including the California Highway Patrol and the Merced County Sheriff's Department, also receive 9-1-1 calls for emergencies within the City and must then transfer the call to the Communications Center. For this analysis, call processing time begins when the Communications Center dispatcher receives either an original 9-1-1 call or a call transferred from another PSAP. As Table 13 shows, call processing performance is 40 percent slower than the 90-second best practice goal by 36 seconds. Also significant is the seven percent increase in call processing time for 2016.

**Table 13—90<sup>th</sup> Percentile Call Processing Performance**

Planning Zone	Overall	2014	2015	2016
Overall	2:06	2:02	2:01	2:15

Source: City of Merced Fire Department incident records and CAD data

Police Department Communications Supervisor Marvin Dillsaver advised Citygate that the Communications Center currently handles approximately 500,000 incidents annually for the City Police and Fire Departments with a minimum shift staffing of two dispatch personnel and no dedicated call-taker. He further advised Citygate that the Communications Center does not monitor call processing performance and, in his opinion, minimum shift staffing should be three to four dispatchers plus a dedicated call-taker to appropriately handle the current workload. Although the Fire Department has no direct control over 9-1-1 call processing performance, it is a significant element of its overall response performance and customer service, and Citygate therefore recommends that the Department collaborate with the Police Department and City Manager's Office to seek solution(s) to improve call processing performance to a level more in alignment with industry-recognized best practice standards.

**Finding #6:** Call processing performance *fails to meet* the best practice standard of 1:30 minutes or less by 40 percent.

**Recommendation #1:** The City should consider Communications Center staffing as a critical element of its emergency response system during annual budget planning.

**Recommendation #2:** The Fire Department should collaborate with the Police Department Communications Center to establish and implement call processing performance standards consistent with industry-recognized best practices and to monitor and report call processing performance monthly.

### ***Crew Turnout Performance***

*Turnout time* is the time it takes for the crew(s) to hear the dispatch message, confirm the response travel route, don appropriate safety clothing, and board the apparatus for response. While nationally recommended crew turnout best practice is 60 to 80 seconds,<sup>11</sup> it has long been recognized as a standard rarely met in practical experience. Citygate has long recommended that, due to this and the floor plan design of some fire stations, most agencies should be able to reasonably achieve 2:00-minute crew turnout performance at 90 percent compliance. As Table 14 shows, crew turnout performance *is meeting* this recommended 2:00-minute goal.

**Table 14—90<sup>th</sup> Percentile Crew Turnout Performance**

Planning Zone	Overall	2014	2015	2016
Overall	1:55	1:57	1:55	1:53

Source: City of Merced Fire Department incident records and CAD data

**Finding #7:** Crew turnout performance *is slightly better* than a Citygate-recommended goal of 2:00 minutes or less.

### ***Travel Time***

*Travel time* is defined as the time segment that begins with the start of apparatus movement and ends when that apparatus stops moving on arrival at the emergency. It is important to understand that this time segment *does not include* the time required to exit the apparatus and walk to an EMS patient or to deploy a hose line on a fire incident.

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<sup>11</sup> NFPA 1710 – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments (2016)

### First-Due Travel Time

Best practice standards for first-due travel time is 4:00 minutes or less for urban demand zones.<sup>12</sup> As Table 15 shows, overall first-due travel time performance is 17 percent *slower* (40 seconds) than the recommended 4:00-minute target.

**Table 15—90<sup>th</sup> Percentile First-Due Travel Time Performance**

Planning Zone	Overall	2014	2015	2016
Overall	4:40	4:34	4:37	4:45

Source: City of Merced Fire Department incident records and CAD data

**Finding #8:** First-due travel time performance *fails to meet* the recommended 4:00-minute goal by 40 seconds (17 percent).

### Effective Response Force Travel Time

Best practice standards for ERF travel time is 8:00 minutes or less for urban/suburban areas.<sup>13</sup> As Table 16 shows, 90<sup>th</sup>-percentile ERF travel time performance for four apparatus and one Battalion Chief is 46 percent slower (3:41 minutes) than the 8:00-minute target.

**Table 16—90<sup>th</sup> Percentile ERF Travel Time Performance**

Planning Zone	Overall	2014	2015	2016
Citywide	11:41	12:54	10:01	10:14

Source: City of Merced Fire Department incident records and CAD data

**Finding #9:** Effective Response Force (ERF) travel time performance is *46 percent slower* (3:41 minutes) than the best practice goal of 8:00 minutes or less recommended to achieve desired outcomes in urban/suburban areas.

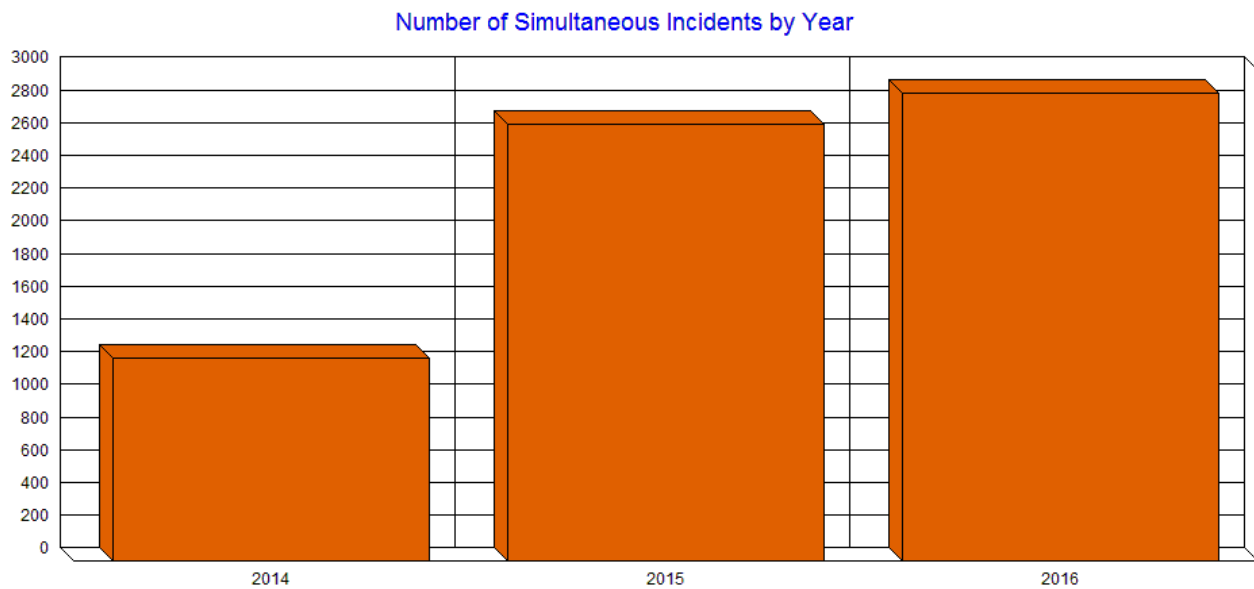
<sup>12</sup> NFPA 1710 – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments (2016)

<sup>13</sup> NFPA 1710 – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments (2016)

### 2.7.3 Simultaneous Incident Activity

Simultaneous incident activity measures the percentage of concurrent or overlapping incidents. For multiple-station departments, simultaneous incident activity in different station areas may have very little operational impact. Figure 10 illustrates that simultaneous incident activity is increasing annually, with more than 2,800 simultaneous incidents in 2016. Table 17 shows that about 140 (five percent) of these occurrences involve three or more simultaneous incidents. In these instances, 50 percent or more of the Department's available resources are concurrently committed, leaving three or fewer units available should a building fire or other emergency occur.

**Figure 10—Simultaneous Activity by Year**



**Table 17—Simultaneous Incident Activity**

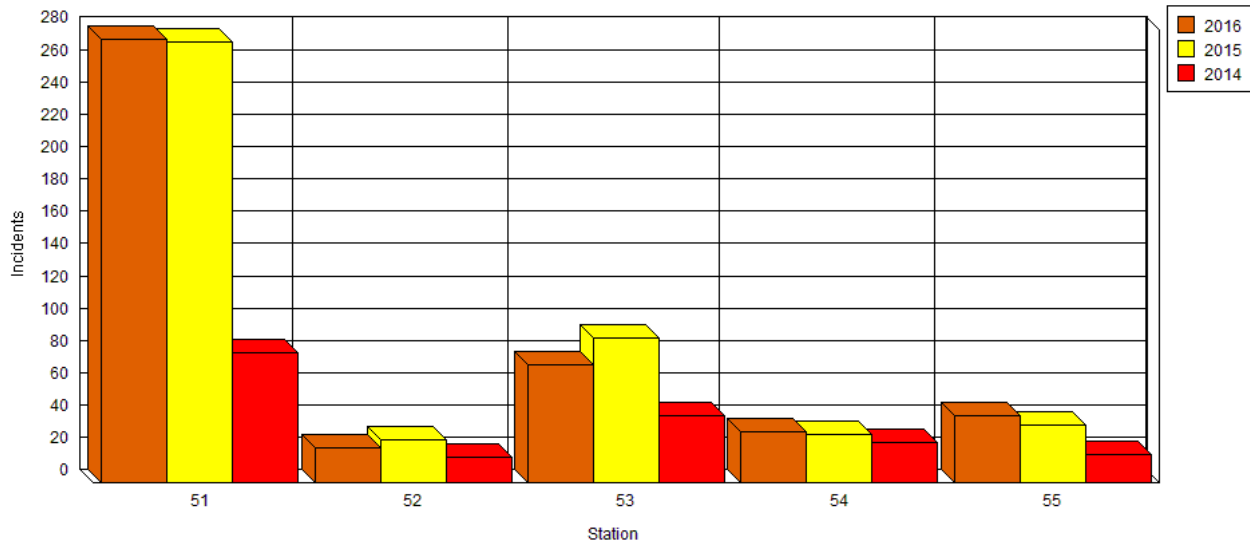
Simultaneous Incidents	Percentage
2 or more	28.39%
3 or more	5.03%
4 or more	0.83%

Source: City of Merced Fire Department incident records and CAD data

Simultaneous incidents within a *single station response area*, however, can result in significantly longer response times because the second or successive concurrent call must be handled by an engine/resource from a more distant station. While Figure 10 shows simultaneous incident activity across the entire Department, Figure 11 shows simultaneous incident activity within each station's response area; Station 51 had more than 270 simultaneous calls in 2015 and 2016; however, since

two staffed resources are assigned to this station, simultaneous incident activity should not be expected to significantly impact first-due response performance. Simultaneous incident activity for the other four stations also has minimal impact on overall first-due response performance.

**Figure 11—Simultaneous Incident Activity within Same Station Response Area**



**Finding #10:** Of all incident activity in 2016, slightly more than 28 percent involved two or more simultaneous (concurrent) incidents.

**Finding #11:** Simultaneous incident activity minimally impacts overall response performance but is increasing annually.

**Finding #12:** Simultaneous incident activity *within the same station response area* does not yet significantly impact first-due response performance.

After this initial analysis, the Department voiced a concern that it is experiencing an increasing number of times when multiple units are concurrently committed, primarily due to delayed ambulance arrival at medical emergencies. Citygate conducted a supplemental analysis to identify the impact of more recent simultaneous incident activity. During the period from April 14, 2017 through October 19, 2017, half or more of the Department’s staffed units were simultaneously committed 780 times for a total of 162.5 hours, representing 3.6 percent of the total time. Of those 780 events, 186 were more than 10:00 minutes in duration, comprising 2.1 percent of the total time.

During the same period, two-thirds or more of the Department's staffed units were simultaneously committed 315 times for a total of 73.5 hours, comprising 1.6 percent of the total time. Of those, only 83 were more than 10:00 minutes in duration, representing less than one percent of the total time. This analysis reveals that concurrent resource commitment impacts overall response capacity less than four percent of the time, which, in Citygate's opinion, is not yet significant.

#### **2.7.4 Statistical Analysis Summary**

Citygate's analysis of the most recent three calendar years of incident data yields the following conclusions. See **Appendix B** for the full statistical analysis.

- ◆ There are more than 10,000 calls for service annually in the City, or more than 27 calls per day.
- ◆ Annual service demand is trending up an average of more than 27 percent annually over the most recent two years.
- ◆ 4.5 percent of calls were fire incidents.
- ◆ 66.4 percent were EMS incidents.
- ◆ 29.2 percent were other incidents (e.g., alarm activation with no fire, false alarm, no incident found, public assist, smoke scare, assist other agency, smoke or odor removal, electrical problem, water leak, rescue, hazardous material incident, animal problem, etc.).
- ◆ Station 51 and Station 53 have the highest service demand; Station 52 has the lowest service demand.
- ◆ Less than one percent of all calls were aid to other jurisdictions.
- ◆ Simultaneous incident activity minimally impacts first-due response performance but is increasing annually.
- ◆ Overall hourly station service demand and unit-hour utilization percentages are well below recommended maximum saturation rates.
- ◆ 9-1-1 call processing and dispatch performance is 40 percent slower (36 seconds) than the 90-second best practice standard.
- ◆ Overall crew turnout time performance is meeting a recommended goal of 2:00 minutes or less.
- ◆ Overall first-due travel time performance is 17 percent slower (40 seconds) than a 4:00-minute best practice goal for positive outcomes in urban areas.

- ◆ Overall call-to-first-arrival performance is meeting or nearly meeting a recommended best practice goal of 7:30 minutes or less to achieve positive outcomes in urban areas.
- ◆ ERF call to arrival performance for four apparatus and one Chief Officer is slightly slower than the recommended best practice goal of 11:30 minutes for urban areas.

## 2.8 OVERALL EVALUATION

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### **SOC ELEMENT 8 OF 8** **OVERALL EVALUATION**

The Department serves a diverse urban population with a mixed residential and non-residential land use pattern typical of a medium sized Central California City.

While the state Fire Code requires fire sprinklers even in residential dwellings, it will be many more decades before enough homes are replaced or remodeled with automatic fire sprinklers. If desired outcomes include limiting building fire damage to only part of the inside of an affected building and/or minimizing permanent impairment resulting from a medical emergency, then the City will need both first-due and ERF coverage in all planning zones consistent with Citygate's response performance recommendations of first-due arrival within 7:30 minutes from 9-1-1 notification and ERF arrival within 11:30 minutes of 9-1-1 notification, all at 90 percent or better reliability.

Although call processing and first-due travel time performance are slower than best practice standards by 40 percent and 17 percent respectively, the Department's current deployment system can deliver first-due response performance meeting or nearly meeting best practice recommendations to facilitate desired outcomes in urban population density areas.

The Department's concentration (ERF) travel time performance, on the other hand, is significantly slower than the best practice recommended goal of 8:00 minutes or less. The location of the truck at Station 51, while appropriate for the downtown area risks, is likely a factor in this performance measure; adding a second truck in the north/northeastern section of the City as development continues to expand in that direction should be considered.

Department resources and equipment are appropriate to protect against the hazards likely to impact the City, and daily staffing provides a total response force minimally sufficient for a single serious fire incident as discussed in Section 2.2.1.

### 2.8.1 Response Performance Gap Analysis

The next step in this analysis is to assess the size, location, and risks in the gap areas beyond the 7:30-minute first-due response time goal for positive outcomes. Assuming call processing and turnout times within a recommended total of 3:00 to 3:30 minutes, that leaves 4:00 to 4:30 minutes

for travel time. As shown in Map #8, areas of the City not covered in 4:00-minute travel time, *without traffic congestion*, include:

- Gap Area 1:** The area of the City generally north of Merced College, including the Merino Park area.
- Gap Area 2:** A portion of the western area of the City generally bounded by the Burlington Northern Santa Fe railroad tracks on the north, Bear Creek on the east, Wardrobe Avenue on the south, and the City boundary on the west.
- Gap Area 3:** A small section in the east-central section of the City generally bounded by Bear Creek on the north, McKee Road on the east, Stretch Road on the south, and Ada Givens Elementary School on the west.
- Gap Area 4:** The southeast section of the City generally bounded by Highway 140 on the north, the City boundary on the east and south, and the extension of McKee Road on the west.
- Gap Area 5:** A small area of the southernmost section of the City generally bounded by John Court and Gerard Avenue on the north, and the City boundary on the east, south, and west.

Another factor to evaluate is the values at risk within these gap coverage areas, the two most significant of which are people and economic resources. All five gap areas are currently predominantly residential, with population densities ranging from 500 to 5,000 people per square mile as shown in Map #5. While all five areas include comparable values at risk, Gap Areas 1, 2, and 4 represent the largest geographic areas.

Potential strategies to close these performance gaps include:

- Gap Area 1:** Adding a sixth fire station in the norther section of the City in the general area of M Street and West Cardella Road. This location would extend 4:00-minute first-due travel time coverage north to Bellevue Road, except for west of Fahrens Creek, unless Lehigh Drive or another street in the same area is planned to extend across the creek. If not, alternate sites should be evaluated to provide equitable first-due coverage for the Merino Park neighborhood.
- Gap Area 2:** Relocating Fire Station 52 northeast of the airport to the general area of V Street and West Avenue would also resolve first-due travel time for some of Gap Area 5.
- Gap Area 3:** It is not economically feasible to close this performance gap by relocating an existing fire station, or by adding an additional fire station to serve this small geographic area. As the City expands further east within its current sphere of

influence, however, an additional fire station in the general area of McKee Road and Bear Creek would extend 4:00-minute first-due travel time coverage for the east-central area of the City and facilitate 8:00-minute ERF travel time coverage for the eastern half of the City.

**Gap Area 4:** Relocating Fire Station 54 southeast to the general area of East Childs Avenue and South Coffee Street would extend 4:00-minute first-due travel coverage to the entire southeast section of the City within the current sphere of influence. Rapid access to Highway 140 and the proposed Campus Parkway should also be considered. This move would also impact call volume for Station 51, adding calls occurring within a portion of Station 54's current response area.

**Gap Area 5:** It is economically impractical to resolve first-due coverage for this small gap area except as discussed under Gap Area 2. Should the City's sphere of influence expand further south in the future, consideration should be given to an additional fire station to serve that area.

## **2.8.2 Recommended Response Performance Goals**

Based on the technical analysis and findings contained in this Standards of Coverage assessment, Citygate offers the following deployment recommendations:

**Recommendation #3:** **Adopt Updated Deployment Policies:** The City Council should adopt updated, complete performance measures to aid deployment planning and to monitor performance. The measures of time should be designed to deliver outcomes that will save patients medically salvageable upon arrival and to keep small but serious fires from becoming more serious. With this in mind, Citygate recommends the following measures for the City's planning zones:

**3.1** **Distribution of Fire Stations:** To treat pre-hospital medical emergencies and control small fires, the first-due unit should arrive within 7:30 minutes, 90 percent of the time from the receipt of the 9-1-1 call; this equates to a 90-second dispatch time, 2:00-minute company turnout time, and 4:00-minute travel time.

- 3.2** Multiple-Unit Effective Response Force for Serious Emergencies: To confine building fires near the room of origin, keep vegetation fires under one acre in size, and treat multiple medical patients at a single incident, a multiple-unit ERF of at least 16 personnel, including at least one Chief Officer, should arrive within 11:30 minutes from the time of 9-1-1 call receipt in fire dispatch, 90 percent of the time; this equates to a 90-second dispatch time, 2:00-minute company turnout time, and 8:00-minute travel time.
- 3.3** Hazardous Materials Response: Provide hazardous materials response designed to protect the City from the hazards associated with uncontrolled release of hazardous and toxic materials. The fundamental mission of the Fire Department's response is to isolate the hazard, deny entry into the hazard zone, and notify appropriate officials/resources to minimize impacts on the community. This can be achieved with a first-due total response time of 7:30 minutes or less to provide initial hazard evaluation and/or mitigation actions. After the initial evaluation is completed, a determination can be made whether to request additional resources from the regional hazardous materials team.
- 3.4** Technical Rescue: Respond to technical rescue emergencies as efficiently and effectively as possible with enough trained personnel to facilitate a successful rescue with a first-due total response time of 7:30 minutes or less to evaluate the situation and/or initiate rescue actions. Following the initial evaluation, assemble additional resources as needed within a total response time of 11:30 to safely complete rescue/extrication and delivery of the victim to the appropriate emergency medical care facility.

## SECTION 3—FUTURE SERVICE NEEDS AND ALTERNATIVE SERVICE MODELS

This section of the report details Citygate’s analysis of the City’s future fire service needs and prospective alternate emergency and non-emergency service models.

### 3.1 FUTURE SERVICE NEEDS

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#### 3.1.1 Future Growth and Development

##### *Land Use*

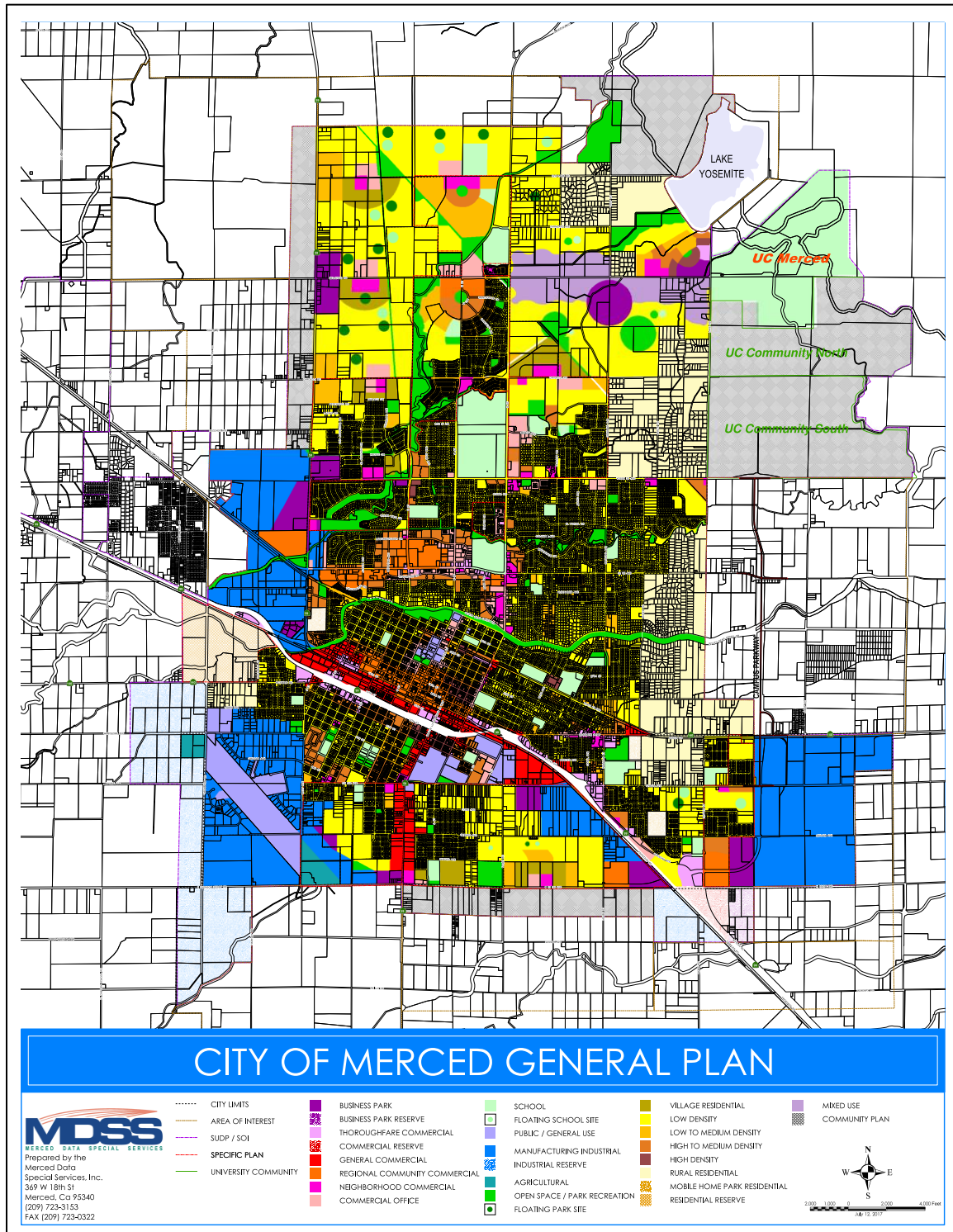
The Merced Vision 2030 General Plan establishes 17 land use goals as follows:

1. Housing opportunities in balance with jobs created in the Merced Urban Area.
2. A wide range of residential densities and housing types in the City.
3. Preservation and enhancement of existing neighborhoods.
4. Quality residential environments.
5. Mixed-use, transit, and pedestrian-friendly residential environments.
6. Ensure adequate housing is available to all segments of the population.
7. Increased employment opportunities for the citizens of Merced.
8. A diverse and balanced economy.
9. Preservation and expansion of the City’s economic base.
10. High quality industrial areas, including technology parks.
11. More high-quality research and development parks.
12. Ready access to commercial centers and services throughout the City.
13. A distinguished Downtown.
14. Living environments which encourage people to use a variety of transportation alternatives.
15. A compact urban village design for new growth areas.
16. Self-sustaining, mixed use, pedestrian-friendly neighborhoods.
17. Transit-oriented development adjacent to the high-speed rail station.

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Figure 12 illustrates the various land use designations for the City.

**Figure 12—City of Merced Land Use Map**



### Future Growth

Table 18 summarizes projected population and housing unit growth within the City of Merced to the year 2030.

**Table 18—Projected Population and Housing Unit Growth**

Planning Area	Growth Factor								
	Population				Housing Units				
	2017 <sup>1</sup>	2030 <sup>2</sup>	Projected Growth (Units)	Projected Growth (Percent)	2017 <sup>1</sup>	Persons Per Household <sup>3</sup>	2030 <sup>4</sup>	Projected Growth (Units)	Projected Growth (Percent)
City of Merced	84,464	102,952	18,488	21.89%	27,718	3.16	32,580	4,862	17.54%

<sup>1</sup> California Department of Finance, Table E-5

<sup>2</sup> Merced County Forecast Summary, University of the Pacific, Eberhardt School of Business, Center for Business and Policy Research (July, 2016) – Table 1

<sup>3</sup> Merced City Vision 2030 General Plan, Land Use Element

<sup>4</sup> Calculated from projected population and persons per household

As Table 18 shows, population and housing units within the City are projected to grow by nearly 22 percent and 18 percent respectively over the next 13 years to 2030, or an average annualized growth rate of 1.5 and 1.2 percent. Although no data was available relative to current or projected non-residential development, it would be reasonable to anticipate a similar growth rate.

**Finding #13:** The City's population is projected to grow 22 percent over the next 13 years to 2030, or an annualized average of 1.5 percent.

Communication with the City's Economic Development Department indicates there is prospective interest to develop areas within the City's current northeast Sphere of Influence that would provide substantial additional housing units and related commercial development.

### 3.1.2 Future Service Demand

Service demand (calls for service) for fire agencies is predominantly a function of population and demographics: higher population densities and lower socio-economic demographics drive service demand up.

As Map #5 illustrates, the population density in the City ranges from less than 500 to more than 10,000 people per square mile. Also, as Table 21 in Appendix A.1.4 shows, the City's population is generally educated, employed, and covered by health insurance. In addition, a majority of the housing units are owner-occupied. While the poverty rate is relatively high, the violent crime rate

within the City is low. These factors, in aggregate, tend to result in lower service demand than other communities of similar population density with lower socio-economic demographics.

Although service demand data prior to 2014 was not reviewed for this assessment, service demand over the past three years has increased an average of 29.3 percent annually as shown in Table 19. The preponderance of that service demand increase, however, is due to a policy change in 2015 resulting in response to all Priority 1 and Priority 2 medical emergencies, rather than just Priority 1 medical emergencies as in previous years. While building fire service demand has trended upward slightly, the number of building fire incidents remains low.

**Table 19—Service Demand History**

Year	Incidents	Change
2014	6,352	N/A
2015	9,267	45.89%
2016	10,077	8.74%
Total	25,696	58.64%

Source: City of Merced Fire Department incident records

Given the City’s demographics, zoning regulations, service demand history, and projected growth, Citygate projects a continued service demand increase, averaging approximately 5-10 percent annually, over the next 13 years to 2030. In Citygate’s opinion, this projected service demand increase will require additional incremental fire service capacity, particularly in the north and northeastern areas of the City as growth expands toward the UC Merced campus.

**Finding #14:** Annual fire service demand is projected to increase an estimated 5–10 percent annually over the next 13 years to 2030, requiring additional incremental fire service capacity as the City continues to expand.

### **3.1.3 Future Facility, Resource, and Staffing Needs**

#### ***Facilities***

As discussed in Section 2.8, current fire station locations preclude equitable first-due and ERF response performance to all areas of the City. *If* desired outcomes include minimizing permanent impairment resulting from a medical emergency, and/or limiting building fire damage to only part of the inside of an affected building, then the City will need first-due response coverage within a recommended 7:30 minutes (4:00 minutes travel time) from 9-1-1 notification, and ERF response coverage within 11:30 minutes (8:00 minutes travel time) of 9-1-1 notification, in all planning zones.

As further discussed in Section 2.8, there are currently six areas within the City beyond 4:00 minutes first-due travel time from an existing fire station, and thus more than the 7:30-minute total response time recommended to achieve desired outcomes. For two of these areas, Gap Area 2 and Gap Area 5, this could be resolved by relocating existing fire station facilities as capital planning and funding permit. The largest gap area, Gap Area 1, will require an additional fire station facility to adequately serve existing and future development north of Merced College to about Bellevue Road without diluting services to the remainder of the City. In addition to these current response gaps, one or more additional fire station facilities will eventually be needed to serve future growth areas within the City's current/projected sphere of influence.

In planning fire station siting to optimize deployment, Citygate recommends that agencies/jurisdictions consider the following key principles:

- ◆ Strive to serve the most population in the least amount of travel time.
- ◆ To the extent possible, provide a 360-degree first-due service area within the desired response performance goal.
- ◆ Avoid crossing political boundaries and/or natural or human-built travel barriers<sup>14</sup> within a station's first-due travel time goal.

**Recommendation #4:** The City should initiate planning for an additional fire station to serve existing and future development generally north of Merced College.

**Recommendation #5:** The City should consider relocating Fire Station 52 and/or Fire Station 54 as capital planning and funding permit, to expand first-due travel time coverage in the southwest and southeast areas of the City.

**Recommendation #6:** The City should initiate fire station location planning and site acquisition to serve future development within the City's current/projected sphere of influence considering the deployment recommendations in this report.

### ***Resources***

As Map #13 shows, the Department's single ladder truck at Station 51 *should* provide 8:00-minute travel time coverage to nearly the entire City without traffic congestion. However; analysis of 81

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<sup>14</sup> Such as freeways, railroads, rivers, lakes, open-space areas, etc.

incidents over the three-year study period, where the Department's full ERF response of four engines, the aerial ladder truck, and a Battalion Chief arrived at the incident, shows a 90<sup>th</sup> percentile ERF travel time of 11:41, which is 3:41 (46 percent) *slower* than the 8:00-minute best practice standard. Although this analysis does not identify which resource was last to arrive at each of these incidents, in Citygate's experience, the aerial ladder truck is often the last to arrive when it must traverse more than two station response areas to get to the incident. While Citygate considers the ladder truck's current location appropriate given the risks in the downtown area, it is reasonable to conclude that travel time coverage for that specialized resource is impacted by traffic congestion and/or train movements, particularly to the northern areas of the City. In addition to its aerial and ground ladder capabilities, this apparatus carries other specialized firefighting and rescue equipment not provided on other Department apparatus. Because of these specialized capabilities, and the travel distance and time from Station 51, the Department and City should consider adding a second ladder truck in the north/northeast section of the City as development continues to expand in that direction as strategic planning and fiscal resources permit.

**Recommendation #7:** As strategic planning and fiscal resources permit, the Department and City should consider a second ladder truck in the north/northeast section as development continues to expand in that direction toward UC Merced.

### *Staffing*

The City of Merced is somewhat unique in that it is essentially an urban "island" for fire protection services. Although the Merced County Fire Department has one fire station within the current City limits and another within the City's sphere of influence, both stations are staffed with one on-duty Fire Captain or Engineer supported by paid-call firefighters as available. While this staffing model may be suitable for rural population density areas, it is inadequate to provide expected first-due fire and EMS in urban populated areas and does little to augment the City Department's on-duty capacity for serious emergency incidents. This is further exacerbated by the fact that the City and County do not have an automatic mutual aid agreement and are dispatched by separate dispatch/communication centers, thus delaying any potential assistance as may be needed.

In addition, the City of Atwater, located approximately seven miles (10:00 minutes travel time) northwest of downtown Merced, has two fire stations, each staffed with two on-duty personnel. Like Merced County, the City of Atwater County does not have an automatic mutual aid agreement with the City of Merced and is dispatched by a separate dispatch/communication center, thus delaying any potential assistance as may be needed.

Local and regional mutual aid resources available to Merced thus either lack sufficient on-duty staffing and/or are not available within desired ERF travel time to provide any substantive

augmentation to City fire service capacity. The City must therefore be essentially self-sufficient in providing first-due and ERF resources within desired response performance parameters. While the Department's current minimum daily staffing of 19 personnel is nominally sufficient for a single serious fire incident as previously discussed, the City should consider adding at least one additional staffed resource as funding is available and additional staffed resource(s) over the longer term as the City completes expansion within its current sphere of influence.

**Recommendation #8:** As strategic planning and fiscal resources permit, the City should consider adding at least one additional staffed resource to provide expanded first-due and ERF service capacity.

### **3.1.4 Prospective Alternative Service Delivery Models**

As discussed in Section A.1.6, EMS capacity appears to be increasingly impacted by prolonged ALS ambulance response times due to a reported statewide paramedic shortage and significant patient offload delays at Mercy Medical Center impacting ambulance availability for subsequent emergency responses.

This impact could be at least partially mitigated should the Department choose to expand its current service capacity to include pre-hospital ALS (paramedic) emergency medical services. In addition to generally providing ALS services for EMS patients *faster* than the current service model, this option would also likely reduce the need for an ALS ambulance on all EMS calls as the paramedic would have the authority to cancel the ambulance for the high percentage of calls not requiring ambulance transportation to a hospital emergency department.

While providing ALS service capacity would not of itself remedy the extended EMS on-scene impact, it could provide the foundation for the Department to negotiate an agreement with Riggs to provide surge capacity ALS ambulance transportation whenever Riggs reaches a specified ambulance draw-down level. In exchange for this surge transport capability, the fire agency typically receives the revenue for the transport from the ambulance company. This, in combination with implementation of emergency department recommendations contained in the Merced County EMS System Review Report, could resolve many of the current pre-hospital EMS impacts within the City.

Additionally, as an incremental step to providing expanded first-due EMS and initial firefighting service capacity for one or more of the five gap areas identified in Section 2.8.1, the Department

might also consider adding one or more “rapid response”<sup>15</sup> units staffed with two personnel, including at least one paramedic if the Department chooses to provide ALS services.

A third potential service delivery alternative involves shared fire and EMS with UC Merced. Under this model, a fire station could be sited to serve both the UC campus and adjacent City areas, with costs proportionately shared between the two jurisdictions.

**Recommendation #9:** The City and Department should consider expanding current EMS capacity to include ALS (paramedic) services as strategic planning and funding permit.

**Recommendation #10:** The City and Department should evaluate the advantages of deploying one or more “rapid response” apparatus as an incremental step to additional full engine/truck companies to serve current deployment gap areas and/or future growth areas.

**Recommendation #11:** The City should consider exploring a shared-cost fire and EMS partnership with UC Merced.

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<sup>15</sup> Smaller (1- to 1.5-ton) apparatus with EMS and fire suppression service capability

## SECTION 4—FINDINGS AND RECOMMENDATIONS

The following is a complete list of the findings and recommendations contained in this report.

### 4.1 FINDINGS

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- Finding #1:** The Department has established response performance objectives partially consistent with best practice recommendations as published by the Commission on Fire Accreditation International.
- Finding #2:** The Department has a standard response plan that considers risk and establishes an appropriate initial response for each incident type; each type of call for service receives the combination of engines, trucks, ambulances, specialty units, and command officers customarily needed to effectively control that type of incident based on Department experience.
- Finding #3:** The Department's day-of-week and month-of-year service demand are consistent, indicating the need for a 24-hour-per-day, seven-days-per-week fire and EMS emergency response system.
- Finding #4:** Call to First Arrival performance *is meeting or nearly meeting* the recommended goal of 7:30 minutes or less to facilitate desired outcomes in urban areas.
- Finding #5:** Effective Response Force (ERF) Call to First Arrival performance is *slightly slower* than the recommended goal of 11:30 minutes or less to facilitate desired outcomes in urban areas.
- Finding #6:** Call processing performance *fails to meet* the best practice standard of 1:30 minutes or less by 40 percent.
- Finding #7:** Crew turnout performance *is slightly better* than a Citygate-recommended goal of 2:00 minutes or less.
- Finding #8:** First-due travel time performance *fails to meet* the recommended 4:00-minute goal by 40 seconds (17 percent).
- Finding #9:** Effective Response Force (ERF) travel time performance is *46 percent slower* (3:41 minutes) than the best practice goal of 8:00 minutes or less recommended to achieve desired outcomes in urban/suburban areas.
- Finding #10:** Of all incident activity in 2016, slightly more than 28 percent involved two or more simultaneous (concurrent) incidents.

**Finding #11:** Simultaneous incident activity minimally impacts overall response performance but is increasing annually.

**Finding #12:** Simultaneous incident activity *within the same station response area* does not yet significantly impact first-due response performance.

**Finding #13:** The City's population is projected to grow 22 percent over the next 13 years to 2030, or an annualized average of 1.5 percent.

**Finding #14:** Annual fire service demand is projected to increase an estimated 5–10 percent annually over the next 13 years to 2030, requiring additional incremental fire service capacity as the City continues to expand.

## **4.2 RECOMMENDATIONS**

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**Recommendation #1:** The City should consider Communications Center staffing as a critical element of its emergency response system during annual budget planning.

**Recommendation #2:** The Fire Department should collaborate with the Police Department Communications Center to establish and implement call processing performance standards consistent with industry-recognized best practices and to monitor and report call processing performance monthly.

**Recommendation #3:** **Adopt Updated Deployment Policies:** The City Council should adopt updated, complete performance measures to aid deployment planning and to monitor performance. The measures of time should be designed to deliver outcomes that will save patients medically salvageable upon arrival and to keep small but serious fires from becoming more serious. With this in mind, Citygate recommends the following measures for the City's planning zones:

**3.1 Distribution of Fire Stations:** To treat pre-hospital medical emergencies and control small fires, the first-due unit should arrive within 7:30 minutes, 90 percent of the time from the receipt of the 9-1-1 call; this equates to a 90-second dispatch time, 2:00-minute company turnout time, and 4:00-minute travel time.

**3.2 Multiple-Unit Effective Response Force for Serious Emergencies:** To confine building fires near the room of origin,

keep vegetation fires under one acre in size, and treat multiple medical patients at a single incident, a multiple-unit ERF of at least 16 personnel, including at least one Chief Officer, should arrive within 11:30 minutes from the time of 9-1-1 call receipt in fire dispatch, 90 percent of the time; this equates to a 90-second dispatch time, 2:00-minute company turnout time, and 8:00-minute travel time.

- 3.3** Hazardous Materials Response: Provide hazardous materials response designed to protect the City from the hazards associated with uncontrolled release of hazardous and toxic materials. The fundamental mission of the Fire Department's response is to isolate the hazard, deny entry into the hazard zone, and notify appropriate officials/resources to minimize impact on the community. This can be achieved with a first-due total response time of 7:30 minutes or less to provide initial hazard evaluation and/or mitigation actions. After the initial evaluation is completed, a determination can be made whether to request additional resources from the regional hazardous materials team.
- 3.4** Technical Rescue: Respond to technical rescue emergencies as efficiently and effectively as possible with enough trained personnel to facilitate a successful rescue with a first-due total response time of 7:30 minutes or less to evaluate the situation and/or initiate rescue actions. Following the initial evaluation, assemble additional resources as needed within a total response time of 11:30 to safely complete rescue/extrication and delivery of the victim to the appropriate emergency medical care facility.

- Recommendation #4:** The City should initiate planning for an additional fire station to serve existing and future development generally north of Merced College.
- Recommendation #5:** The City should consider relocating Fire Station 52 and/or Fire Station 54 as capital planning and funding permit, to expand first-due travel time coverage in the southwest and southeast areas of the City.
- Recommendation #6:** The City should initiate fire station location planning and site acquisition to serve future development within the City's current/projected sphere of influence considering the deployment recommendations in this report.

- Recommendation #7:** As strategic planning and fiscal resources permit, the Department and City should consider a second ladder truck in the north/northeast section as the City continues to expand in that direction toward UC Merced.
- Recommendation #8:** As strategic planning and fiscal resources permit, the City should consider adding at least one additional staffed resource to provide expanded first-due and ERF service capacity.
- Recommendation #9:** The City and Department should consider expanding current EMS capacity to include ALS (paramedic) services as strategic planning and funding permit.
- Recommendation #10:** The City and Department should evaluate the advantages of deploying one or more “rapid response” apparatus as an incremental step to additional full engine/truck companies to serve current deployment gap areas and/or future growth areas.
- Recommendation #11:** The City should consider exploring a shared-cost fire and EMS partnership with UC Merced.

## SECTION 5—NEXT STEPS

The purpose of a Standards of Coverage Assessment is to compare the Department's current performance against the local risks to be protected and recognized best practices. This analysis of performance forms the basis from which to make recommendations for changes, if any, in fire station locations, staffing, and equipment. Citygate suggests that Department leadership work through the issues identified in this study as follows:

### 5.1 NEAR-TERM

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- ◆ Review and absorb the content, findings, and recommendations of this report.
- ◆ Share key elements of this report with other project stakeholders.
- ◆ Adopt revised response performance goals as recommended in Section 2.8.2.
- ◆ Initiate collaboration with the Police Department and City Manager's Office to address the call processing performance issue identified in Section 2.7.2.

### 5.2 LONGER-TERM

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- ◆ Develop and implement a strategic plan to minimally prioritize and address the recommendations contained in this report.
- ◆ Collaborate with the City Manager's Office to initiate location planning and site acquisition for future fire stations within the City's current/projected sphere of influence considering the deployment recommendations in Sections 2.8 and 3.1.3.
- ◆ Monitor response performance and adjust deployment policies as appropriate.

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## APPENDIX A—RISK ASSESSMENT

### A.1 COMMUNITY RISK ASSESSMENT

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**SOC ELEMENT 3 OF 8**  
**COMMUNITY RISK  
ASSESSMENT**

The third element of the SOC process is a community risk assessment. Within the context of an SOC study, the objectives of a community risk assessment are to:

1. Identify the values at risk to be protected within the community or service area.
2. Identify the specific hazards with the potential to adversely impact the community or service area.
3. Quantify the overall risk associated with each hazard.
4. Establish a foundation for current/future deployment decisions and risk-reduction/hazard mitigation planning and evaluation.

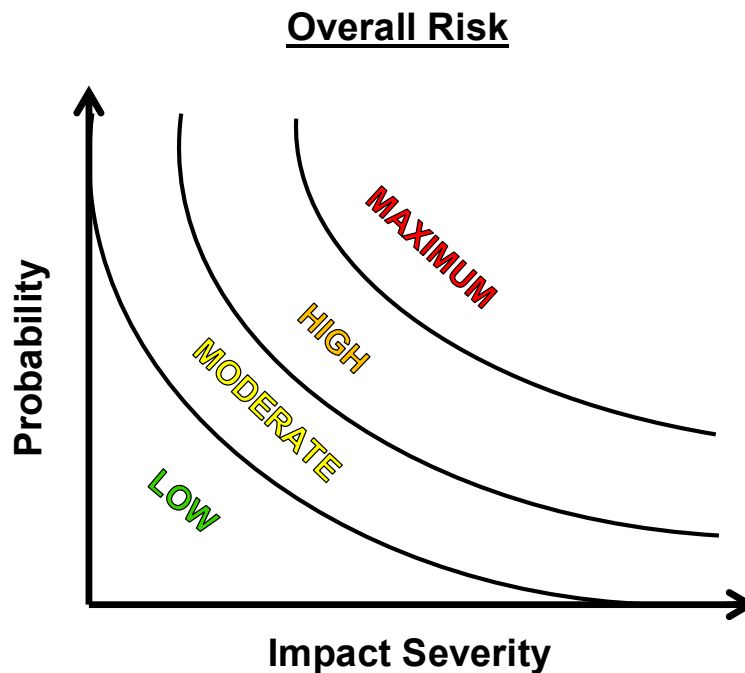
A *hazard* is broadly defined as a situation or condition that can cause or contribute to harm. Examples include fire, medical emergency, vehicle collision, earthquake, flood, etc. *Risk* is broadly defined as the *probability of hazard occurrence* in combination with the *likely severity of resultant impacts* to people, property, and the community as a whole.

#### A.1.1 Risk Assessment Methodology

The methodology employed by Citygate to assess community risks as an integral element of an SOC study incorporates the following elements:

- ◆ Identification of geographic planning sub-zones (risk zones) appropriate to the community or jurisdiction.
- ◆ Identification and quantification (to the extent data is available) of the specific values at risk to various hazards within the community or service area.
- ◆ Identification of the fire and non-fire hazards to be evaluated.
- ◆ Determination of the probability of occurrence for each hazard.
- ◆ Identification and evaluation of multiple relevant impact severity factors for each hazard by planning zone using agency/jurisdiction-specific data and information.
- ◆ Quantification of overall risk for each hazard based on probability of occurrence in combination with probable impact severity as shown in Figure 13.

**Figure 13—Overall Risk**



Source: Commission on Fire Accreditation International (CFAI): *Community Risk Assessment: Standards of Coverage (6<sup>th</sup> Edition)*

Citygate used multiple data sources to understand the hazards and values to be protected in the District as follows:

- ◆ U.S. Census Bureau population and demographic data.
- ◆ Insurance Services Office (ISO) building fire flow and construction data.
- ◆ City of Merced Geographical Information Systems (GIS) data.
- ◆ City of Merced General Plan and zoning information.
- ◆ City of Merced Local Hazard Mitigation Plan.
- ◆ City of Merced Fire Department data and information.

### **A.1.2 Risk Assessment Summary**

Citygate's evaluation of the values to be protected and probable hazards likely to impact the City yields the following conclusions.

- ◆ The City has a diverse urban population.

- ◆ The City’s population is projected to grow 22 percent over the next 13 years to 2030, or an average of 1.5 percent annually.
- ◆ The City has an inventory of residential, commercial, office, industrial, educational, and other non-residential uses typical of other central California communities of similar size and demographics.
- ◆ The City has economic and natural resource values to be protected, as identified in this assessment.
- ◆ Some sections in the very northern and southern portions of the City lie within a *recommended Moderate* wildland Fire Hazard Severity Zone (FHSZ), as determined by the California Department of Forestry and Fire Protection (CAL FIRE).
- ◆ The City has established appropriate emergency evacuation protocols, procedures, and resources in its Emergency Operations Plan.
- ◆ Merced County has established a mass emergency telephone notification system to effectively communicate emergency information to the public in a timely manner, including the City of Merced.
- ◆ The City’s overall risk for five hazards related to emergency services provided by the Fire Department range from **LOW** to **HIGH**, as summarized in Table 20.

**Table 20—Overall Risk by Hazard**

Hazard		Planning Zone				
		Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
1	Building Fire	HIGH	MODERATE	HIGH	MODERATE	MODERATE
2	Vegetation/Wildland Fire	LOW	LOW	MODERATE	LOW	LOW
3	Medical Emergency	HIGH	HIGH	HIGH	HIGH	HIGH
4	Hazardous Material	HIGH	MODERATE	MODERATE	HIGH	MODERATE
5	Technical Rescue	MODERATE	MODERATE	MODERATE	MODERATE	MODERATE

### A.1.3 Planning Zones

The CFAI recommends that jurisdictions establish geographic planning zones to better understand risk at a sub-jurisdictional level. For example, portions of a jurisdiction may contain predominantly moderate risk building occupancies, such as detached single-family residences, while other areas contain high or maximum risk occupancies, such as commercial and industrial buildings with a high hazard fire load. If risk were to be evaluated on a jurisdiction-wide basis, the predominant

moderate risk could outweigh the high or maximum risk and may not be a significant factor in an overall assessment of risk. If, however, those high or maximum risk occupancies are a larger percentage of the risk in a smaller planning zone, then it becomes a more significant risk factor. Another consideration in establishing planning zones is that the jurisdiction's record management system must also track the specific zone for each incident to be able to appropriately evaluate service demand and response performance relative to each specific zone. For this assessment, Citygate utilized five planning zones incorporating each fire station's first-due response areas as shown in Map #2.

#### **A.1.4 Values at Risk to be Protected**

This section identifies, describes, and quantifies (as data is available) the values at risk to be protected within the City. *Values at risk*, broadly defined, are tangibles of significant importance or value to the community or jurisdiction potentially at risk of harm or damage from a hazard occurrence. Values to be protected typically include people, critical facilities/infrastructure, buildings, and key economic, cultural, historic, and/or natural resources.

##### ***People***

Residents, employees, visitors, and travelers through a community or jurisdiction are vulnerable to harm from a hazard occurrence. Particularly vulnerable are specific at-risk populations, including those unable to care for themselves or self-evacuate in the event of an emergency. At-risk populations typically include children less than 10 years of age, the elderly, and people housed in institutional settings. Table 21 summarizes key City demographic data.

**City of Merced Fire Department**  
Standards of Coverage Assessment

**Table 21—Key Merced City Demographic Data**

Demographic	2015	Percentage
<b>Population</b>	<b>81,120</b>	
Under 10 years	14,404	17.76%
10 – 19 years	13,219	16.30%
20 – 64 years	45,781	56.44%
65-74 years	4,587	5.65%
75 years and older	3,129	3.86%
Median age	<b>28.9</b>	N/A
<b>Housing Units</b>	<b>27,161</b>	
Owner-Occupied	10,383	38.23%
Renter-Occupied	15,060	55.48%
Median Household Size	<b>3.16</b>	N/A
<b>Ethnicity</b>		
White	44,837	56.50%
Hispanic/Latino <sup>1</sup>	40,876	50.39%
Black/African American	5,403	6.66%
Asian	10,922	13.46%
Other	18,158	22.38%
<b>Education (population over 24 yrs. of age)</b>	<b>45,400</b>	<b>68.51%</b>
High School Graduate	30,869	67.99%
Undergraduate Degree	4,739	10.44%
Graduate/Professional Degree	2,954	6.51%
<b>Employment (population over 15 yrs. of age)</b>	<b>58,300</b>	<b>81.57%</b>
In Labor Force	34,741	59.59%
Unemployed	5,931	17.07%
Population Below Poverty Level	25,877	31.90%
Population without Health Insurance Coverage	10,315	12.56%

<sup>1</sup> Subset of "White" in U.S. Census Bureau data

Source: U.S. Census Bureau

Of note from Table 21 is the following:

- ◆ Slightly more than 27 percent of the population is under 10 or over 64 years of age.
- ◆ The City's population is predominantly White (56 percent), followed by Asian (13 percent), Black/African American (7 percent), and other ethnicities (22 percent).
- ◆ Of the population over 24 years of age, 68 percent has completed high school or equivalent.
- ◆ Of the population over 24 years of age, 17 percent has an undergraduate, graduate, or professional degree.
- ◆ Just less than 60 percent of the population 16 years of age or older are in the workforce; of those, 17 percent are unemployed.
- ◆ Nearly 32 percent of the population is below the federal poverty level.
- ◆ Nearly 13 percent of the population has no health insurance coverage.
- ◆ The City's population density ranges from less than 500 to more than 10,000 people per square mile.

### ***Buildings***

The City has an inventory of more than 27,000 housing units, as well as an equally large inventory of office, commercial, professional services, retail sales, restaurants/bars, motels, churches, schools, government facilities, healthcare facilities, industrial, and other non-residential occupancies, including 938 high- or maximum-risk occupancies.

### ***Building Occupancy Risk Categories***

CFAI identifies four risk categories that relate to building occupancy, as follows:

**Low Risk** – includes detached garages, storage sheds, outbuildings, and similar building occupancies that pose a relatively low risk of harm to humans or the community if damaged or destroyed by fire.

**Moderate Risk** – includes detached single-family or two-family dwellings; mobile homes; commercial and industrial buildings less than 10,000 square feet without a high hazard fire load; aircraft; railroad facilities; and similar building occupancies where loss of life or property damage is limited to the single building.

**High Risk** – includes apartment/condominium buildings; commercial and industrial buildings more than 10,000 square feet without a high hazard fire load; low-occupant load buildings with high fuel loading or hazardous materials; and similar occupancies with potential for substantial loss of life or unusual property damage or financial impact.

**Maximum Risk** – includes buildings or facilities with unusually high risk requiring an ERF involving a significant augmentation of resources and personnel and where a fire would pose the potential for a catastrophic event involving large loss of life and/or significant economic impact to the community.

Table 22, Table 23, and Map #6 summarize the City’s inventory of *High* and *Maximum* risk building occupancies.

**City of Merced Fire Department**  
Standards of Coverage Assessment

**Table 22—High Risk Building Inventory**

Occupancy Classification		Number	CFAI Risk Category
<b>Assembly</b>	A-1 Theater	7	Maximum
	A-2 Bar/Restaurant	97	High
	A-3 Public Assembly	95	High
	A-4 Indoor Sports	2	Maximum
<b>Education</b>	Schools, Day Care	33	High
<b>Factory</b>	F-1 Moderate Risk	33	High
	F-2 Low Risk	10	High
<b>Hazardous</b>	H-2 Accelerated Fire Hazard	13	Maximum
	H-3 High Physical Hazard	27	Maximum
	H-4 Health Hazard	2	Maximum
<b>Institutional</b>	I-2 Medical Care Facility	11	High
	I-2.1 Ambulatory Care	6	High
	I-3 Detention Facility	4	High
	I-4 Day Care	63	High
<b>Residential</b>	R-1 Hotel/Motel	21	High
	R-2 Multi-Family	470	High
	R-2.1 Assisted Living	7	High
	R-3.1 Residential Care ≤ 6	31	High
	R-4 Residential Care > 6	6	High
<b>Total</b>		<b>938</b>	

Source: City of Merced Fire Department

Table 23 further summarizes the distribution of high-risk building occupancies by planning zone.

**Table 23—High Risk Building Occupancy Distribution**

Risk Factor	Planning Zone					Total <sup>1</sup>
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55	
<b>High Risk Occupancies</b>	385	148	160	120	96	<b>909</b>
<b>Percentage of Total</b>	42.35%	16.28%	17.60%	13.20%	10.56%	<b>100.00%</b>

<sup>1</sup> Unable to map all identified sites due to lack of address or geo-coordinates

Source: City of Merced Fire Department

### ***Critical Facilities/Infrastructure***

The U.S. Department of Homeland Security defines “Critical Facilities / Key Resources” (CIKR) as those physical assets essential to the public health and safety, economic vitality, and resilience of a community. For this assessment, the Department identified 135 critical facilities as summarized in Table 24 and Map #3. A hazard occurrence with significant impact severity affecting one or more of these facilities would likely adversely impact critical public or community services.

**Table 24—Critical Facilities Distribution**

Risk Factor	Planning Zone					Total <sup>1</sup>
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55	
<b>Critical Facilities</b>	63	9	23	12	10	<b>117</b>
<b>Percentage of Total</b>	53.85%	7.69%	19.66%	10.26%	8.55%	<b>100.00%</b>

<sup>1</sup> Unable to map all identified sites due to lack of address or geo-coordinates

Source: City of Merced Fire Department

### ***Economic Resources<sup>16</sup>***

Key employers within the City include the County of Merced, UC Merced, Mercy Medical Center, Merced City School District, Merced Union High School District, Merced College, City of Merced, Quad Graphics, AT&T Mobility, and Walmart, employing more than 10,000 employees in aggregate.

<sup>16</sup> City of Merced Comprehensive Annual Financial Report, 2010

### ***Natural Resources***

Natural resources within the City of Merced include Bear, Cottonwood, Fahrens, and Black Rascal creeks, numerous smaller tributaries and canals, and numerous neighborhood parks and open spaces.

### ***Cultural/Historic Resources***

No cultural or historic resources were identified for this study.

## **A.1.5 Hazard Identification**

Citygate utilizes prior risk studies where available, fire and non-fire hazards as identified by the CFAI, and agency-/jurisdiction-specific data and information to identify the hazards to be evaluated for this study.

The 2015 City of Merced Local Hazard Mitigation Plan (LHMP) identifies six hazards relating to services provided by the Fire Department, including dam failure, earthquake, fire, flooding, hazardous materials, and storm-related hazards. Although the City has no legal authority or responsibility to mitigate dam failure, earthquake, or flood risk other than for City-owned facilities, the Fire Department does provide services related to these hazards, including fire suppression, emergency medical services, technical rescue, and hazardous materials response.

The CFAI groups hazards into fire and non-fire categories, as shown in Figure 14. Identification, qualification, and quantification of the various fire and non-fire hazards are important factors in evaluating how resources are or can be deployed to mitigate those risks.

**Figure 14—CFAI Hazard Categories**

Fire	EMS	Hazardous Materials	Technical Rescue	Disasters
One and Two Family Residential Structures	Medical Emergencies	Transportation	Confined Space	Natural
Multi-Family Structures			Swift-Water Rescue	
Commercial Structures	Motor Vehicle Accidents		High and Low Angle	
Mobile Property		Fixed Facilities	Structural Collapse and Trench Rescue	Man Made
Wildland	Other			

Source: CFAI Standards of Coverage (5<sup>th</sup> Edition)

Following review and evaluation of the hazards identified in the 2015 City of Merced LHMP, and the fire and non-fire hazards as identified by the CFAI as they relate to services provided by the Department, Citygate evaluated the following five hazards for this risk assessment:

1. Building Fire.
2. Vegetation/Wildland Fire.
3. Medical Emergency.
4. Hazardous Material Release/Spill.
5. Technical Rescue.

#### **A.1.6 Service Capacity**

Service capacity refers to the Department's available response force; the size, types, and condition of its response fleet and any specialized equipment; core and specialized performance capabilities and competencies; resource distribution and concentration; availability of automatic and/or mutual

aid; and any other agency-specific factors influencing its ability to meet current and prospective future service demand relative to the risks to be protected.

Fire Department service capacity consists of a minimum daily on-duty force of 19 personnel staffing five fire engines, one ladder truck, and one command unit from five stations. Department response personnel are trained to the EMT level capable of providing BLS pre-hospital emergency medical care. ALS pre-hospital emergency medical care and ground ambulance transportation is provided by Riggs Ambulance Service under an exclusive operating area, performance-based contract with the MCEMSA. Air ambulance services, when needed, are provided by Air Methods and CalStar from the Merced Municipal Airport, and PHI from Modesto. Mercy Medical Center is the single hospital providing emergency medical services in Merced. The nearest trauma centers are Doctors Medical Center and Memorial North in Modesto, both of which are Level 2 trauma centers.

A review of ambulance contract compliance, as reported by the MCEMSA, shows that ambulance response performance met the response time requirement of 10:59 minutes or less for 90 percent of Priority 1 (life-threatening) calls within the High-Density Zone<sup>17</sup> from January 1, 2015 to May 31, 2017. Contract compliance *fell below 90 percent*, however, for June, August, and September of 2017, the most recent reporting period available. Both Riggs and County EMS staff advised Citygate that a statewide shortage of licensed paramedics has impacted Riggs and other ALS ambulance service providers' ability to provide the number of paramedics needed daily to meet contractual response performance. In addition, a January 2017 EMS System Review Report<sup>18</sup> cites the delayed transfer of patients to emergency department personnel at Mercy Medical Center in Merced as a continuing problem. Transfer delays require that ambulance personnel maintain patient care until the receiving medical center can accept the patient; the ambulance is thus not available to respond to emergencies until the patient transfer occurs. A 2014 statewide report<sup>19</sup> also cited "very significant" to "extremely significant" patient offload delays in Merced County. This, combined with the reported shortage of paramedics, is increasingly impacting the Department's available service capacity due to prolonged ALS ambulance response times and associated extended on-scene times for Department resources at EMS incidents.

All Department response personnel are also trained to the U.S. Department of Transportation Hazardous Material First Responder Operational level to provide initial hazardous material incident assessment, hazard isolation, and decontamination assistance for the Merced County Fire

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<sup>17</sup> Includes the incorporated Cities of Merced, Atwater, Dos Palos, Gustine, Livingston, and Los Banos.

<sup>18</sup> *Merced County EMS System Review Report*, Page, Wolfberg and Wirth, January 2017

<sup>19</sup> Toolkit to Reduce Ambulance Patient Offload Delays in the Emergency Department, California Hospital Association, August 2014

Department Hazardous Materials Response Team. The Department does not have enough qualified personnel or equipment to enter and mitigate a hazardous materials incident.

All Department response personnel are trained to the Office of the State Fire Marshal Rescue Systems I level for technical rescue, which now includes Low Angle Rope Rescue Operational (LARRO). Most personnel have also been trained to the Trench Rescue Technician level, and some personnel have been further trained to the Rescue Systems II, Rescue Systems III, Swift Water Rescue Technician, and/or Confined Space Rescue Technician level. Future Department goals include training all personnel to the Rope Rescue Technician and High Angle Rope Rescue levels. The Department operates a cross-staffed OES Type-II medium rescue unit from Station 55 that includes tools and equipment to conduct heavy wall construction, high-angle rope, confined space, trench, and excavation rescue operations.

While the Department has mutual aid agreements with Merced County and the adjacent City of Atwater, mutual aid resources generally lack suitable on-duty staffing and/or are not available within desired ERF travel time to provide any substantive augmentation to City fire service capacity.

#### **A.1.7 Probability of Occurrence**

*Probability of occurrence* refers to the probability of a future hazard occurrence during a specific time. Because the CFAI Agency Accreditation process requires annual review of an agency's risk assessment and baseline performance measures, Citygate recommends using the 12 months following completion of an SOC study as an appropriate period for the probability of occurrence evaluation. Table 25 summarizes the five probability of occurrence categories and related scoring criteria used for this analysis.

**Table 25—Probability of Occurrence Scoring Criteria**

Score	Probable Occurrence	Description	General Criteria
0 – 1.0	Very Low	Improbable	Hazard occurrence is <u>unlikely</u>
1.25 – 2.0	Low	Rare	Hazard <u>could occur</u>
2.25 – 3.0	Moderate	Infrequent	Hazard <u>should occur</u> infrequently
3.25 – 4.0	High	Likely	Hazard <u>likely to occur</u> regularly
4.25 – 5.0	Very High	Frequent	Hazard is <u>expected to occur</u> frequently

Citygate's Standards of Coverage assessments use recent multiple-year hazard response data to determine the probability of hazard occurrence for the ensuing 12-month period.

### A.1.8 Impact Severity

Impact severity refers to the extent of hazard occurrence impacts on people, buildings, lifeline services, the environment, and the community as a whole. Table 26 summarizes the five impact severity categories and related scoring criteria used for this analysis.

**Table 26—Impact Severity Scoring Criteria**

Score	Impact Severity	General Criteria
0 – 1.0	Insignificant	<ul style="list-style-type: none"> <li>• No serious injuries or fatalities</li> <li>• Few persons displaced for only a short duration</li> <li>• None or inconsequential damage</li> <li>• None or very minimal disruption to community</li> <li>• No measurable environmental impacts</li> <li>• Little or no financial loss</li> </ul>
1.25 – 2.0	Minor	<ul style="list-style-type: none"> <li>• Some minor injuries; no fatalities expected</li> <li>• Some persons displaced for less than 24 hours</li> <li>• Some minor damage</li> <li>• Minor community disruption; no loss of lifeline services</li> <li>• Minimal environmental impacts with no lasting effects</li> <li>• Minor financial loss</li> </ul>
2.25 – 3.0	Moderate	<ul style="list-style-type: none"> <li>• Some hospitalizations; some fatalities expected</li> <li>• Localized displacement of persons for up to 24 hours</li> <li>• Localized damage</li> <li>• Normal community functioning with some inconvenience</li> <li>• Minor loss of critical lifeline services</li> <li>• Some environmental impacts with no lasting effects, or small environmental impact with long-term effect</li> <li>• Moderate financial loss</li> </ul>
3.25 – 4.0	Major	<ul style="list-style-type: none"> <li>• Extensive serious injuries; significant number of persons hospitalized</li> <li>• Many fatalities expected</li> <li>• Significant displacement of many people for more than 24 hours</li> <li>• Significant damage requiring external resources</li> <li>• Community services disrupted; some lifeline services potentially unavailable</li> <li>• Some environmental impacts with long-term effects</li> <li>• Major financial loss</li> </ul>
4.25 – 5	Catastrophic	<ul style="list-style-type: none"> <li>• Large number of severe injuries and fatalities</li> <li>• Local/regional hospitals impacted</li> <li>• Large number of persons displaced for an extended duration</li> <li>• Extensive damage</li> <li>• Widespread loss of critical lifeline services</li> <li>• Community unable to function without significant support</li> <li>• Significant environmental impacts and/or permanent environmental damage</li> <li>• Catastrophic financial loss</li> </ul>

### A.1.9 Overall Risk

Overall hazard risk is determined by multiplying the *probability of occurrence score* by the *impact severity score*. The resultant total determines the *overall risk rating* as described in Table 27.

**Table 27—Overall Risk Score and Rating**

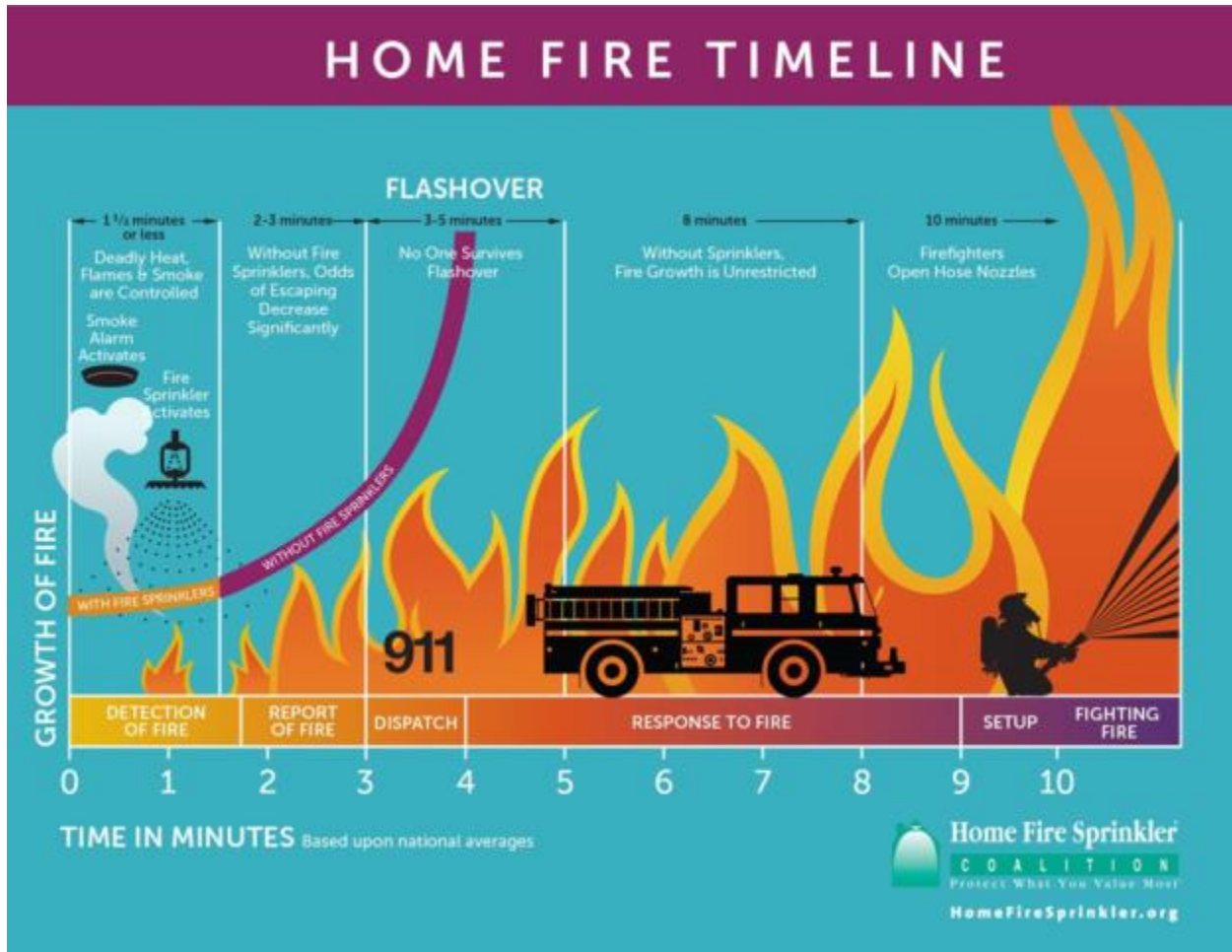
Overall Risk Score	Overall Risk Rating
0–4.99	Low
5–11.99	Moderate
12–19.99	High
20–25	Maximum

### A.1.10 Building Fire Risk

One of the primary hazards in any community is building fire. Building fire risk factors include building density, size, age, occupancy, and construction materials and methods, as well as number of stories above ground level, required fire flow, proximity to other buildings, built-in fire protection/alarm systems, available water supply, building fire service capacity, fire suppression resource deployment (distribution/concentration), staffing, and response time. Citygate used available data from the City, the U.S. Census Bureau, and the ISO to assist in determining the City's building fire risk.

Figure 15 illustrates the building fire progression timeline and shows that flashover, which is the point at which the entire room erupts into fire after all the combustible objects in that room reach their ignition temperature, can occur as early as 3:00 to 5:00 minutes from the initial ignition. Human survival in a room after flashover is extremely improbable.

**Figure 15—Building Fire Progression Timeline**



Source: <http://www.firesprinklerassoc.org>

### ***Population Density***

Population density within the City ranges from less than 500 to more than 10,000 people per square mile, as illustrated in Map #5. Although risk analysis across a wide spectrum of other Citygate clients shows no direct correlation between population density and building fire *occurrence*, it is reasonable to conclude that building fire *risk* relative to potential impact on human life is greater as population density increases, particularly in areas with high density, multiple-story buildings.

### ***High Risk Building Occupancies***

The City has 938 high risk building occupancies as described in Section A.1.4.

### **High Fire Flow Requirements**

One of the many factors evaluated by the ISO is needed fire flow (NFF), which is the amount of water that would be required in gallons-per-minute (GPM) if the building were seriously involved in fire. For the City, the ISO database identifies 1,112 buildings evaluated, 354 of which have an NFF greater than 1,500 GPM, as shown in Table 28 and Map #4.

**Table 28—High Needed Fire Flow Occupancies**

Risk Factor	Planning Zone					Total <sup>1</sup>
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55	
<b>High NFF Occupancies</b>	176	25	88	40	25	<b>354</b>
<b>Percentage of Total</b>	49.72%	7.06%	24.86%	11.30%	7.06%	<b>100.00%</b>

<sup>1</sup> Unable to map all identified sites due to lack of address or geo-coordinates

Source: Insurance Services Office

This is a significant amount of firefighting water to deploy, and a major fire at any one of these buildings would require commitment of the Department's entire on-duty force plus mutual aid. Using a generally accepted figure of 50 gallons-per-minute per firefighter on large building fires, a fire in a building requiring 1,500 gallons-per-minute would require 30 firefighters, which is 11 more personnel than the Department's daily staffing level. A significant fire in any of these buildings not protected by an automatic fire sprinkler and/or fire detection/alarm system would likely have a high impact severity.

### **Water Supply**

A reliable public water system providing adequate volume, pressure, and flow duration in close proximity to all buildings is a critical factor in mitigating the potential impact severity of a community's building fire risk. The Water Division of the City Public Works Department operates and maintains the potable water production and distribution system, which consists of 17 active wells, over 500 miles of distribution pipeline, and nearly 3,000 fire hydrants, to provide a peak daily usage and available fire flow of more than 35 million gallons per day for City residents and businesses.

According to Fire Department staff, available fire flow is very good throughout the City, with no specific areas of concern.

### ***Building Fire Service Demand***

For the three-year period from January 1, 2014, through December 31, 2016, the City experienced 293 building fire incidents comprising 1.14 percent of total service demand over the same period, as summarized in Table 29 and Map #18.

**Table 29—Building Fire Service Demand**

Risk	Year	Planning Zone					Total	Percent of Total Service Demand
		Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55		
Building Fire	2014	14	14	37	22	15	102	1.61%
	2015	31	13	20	16	6	86	1.13%
	2016	43	13	19	16	14	105	1.04%
Total		88	40	76	54	35	293	1.14%
Percent of Total Service Demand		1.08%	1.26%	1.15%	1.25%	1.01%	1.14%	

Source: City of Merced Fire Department incident records

As Table 29 shows, building fire service demand decreased 16 percent in 2015 from the previous year, then increased 22 percent in 2016, with the highest volume of incidents occurring at Station 51 and the lowest at Station 55. Overall, the City's building fire service demand is very low, comprising slightly more than one percent of all calls for service, which is typical of other California communities of similar size and demographics.

### ***Probability of Building Fire Occurrence***

Table 30 summarizes Citygate's scoring of the City's probability of building fire occurrence by planning zone based on service demand from Table 29.

**Table 30—Building Fire Probability Score**

Building Fire	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Probability of Occurrence	4.0	3.25	4.0	3.25	3.25

### ***Building Fire Impact Severity***

Table 31 summarizes Citygate’s scoring of probable building fire impact severity by planning zone.

**Table 31—Building Fire Impact Severity Score**

Building Fire	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Probable Impact Severity	3.0	3.0	3.0	3.0	3.0

### ***Overall Building Fire Risk***

Table 32 summarizes Citygate’s overall assessment of the City’s building fire risk by planning zone.

**Table 32—Overall Building Fire Risk Rating**

Building Fire	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Overall Risk Score	12.0	9.75	12.0	9.75	9.75
Risk Rating	HIGH	MODERATE	HIGH	MODERATE	MODERATE

#### **A.1.11 Vegetation/Wildland Fire Risk**

Wildland fire is also significant risk for some cities, particularly those with large undeveloped or open space areas, or wildland urban interface (WUI) areas where human population and related development exist within a predominantly wildland vegetation fuel environment. In other cities, there is little or no risk of a wildland fire given the topography, lack of significant quantity and concentration of wildland vegetative fuels, and predominantly concentrated urban development. These communities, however, generally have undeveloped areas, dedicated open spaces, and/or vacant lots that pose some level of fire risk when annual grasses, weeds, and/or brush dry out during the summer months and become a fire hazard. While most urban communities have a weed abatement program to mitigate such risk, a fire in any vegetative fuel has the potential to spread to other combustibles, including buildings. Thus, even a small vegetation fire can pose significant risk to an urban community under the right conditions.

### ***Wildland Fire Hazard Severity Zones***

The California Department of Forestry and Fire Protection (CAL FIRE) designates wildland Fire Hazard Severity Zones (FHSZ) throughout the state based on analysis of multiple wildland fire

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hazard factors and modeling of potential wildland fire behavior. For State Responsibility Areas (SRAs) where CAL FIRE has fiscal responsibility for wildland fire protection, CAL FIRE designates **Moderate**, **High**, and **Very High** FHSZs by county. Incorporated cities, federal, and military lands are specifically *excluded* as State Responsibility Areas.

CAL FIRE also identifies recommended FHSZs for Local Responsibility Areas (LRAs), where a local jurisdiction bears the fiscal responsibility for wildland fire protection, including the City of Merced, as shown in Figure 16.

**Figure 16—LRA Wildland Fire Hazard Severity Zones**

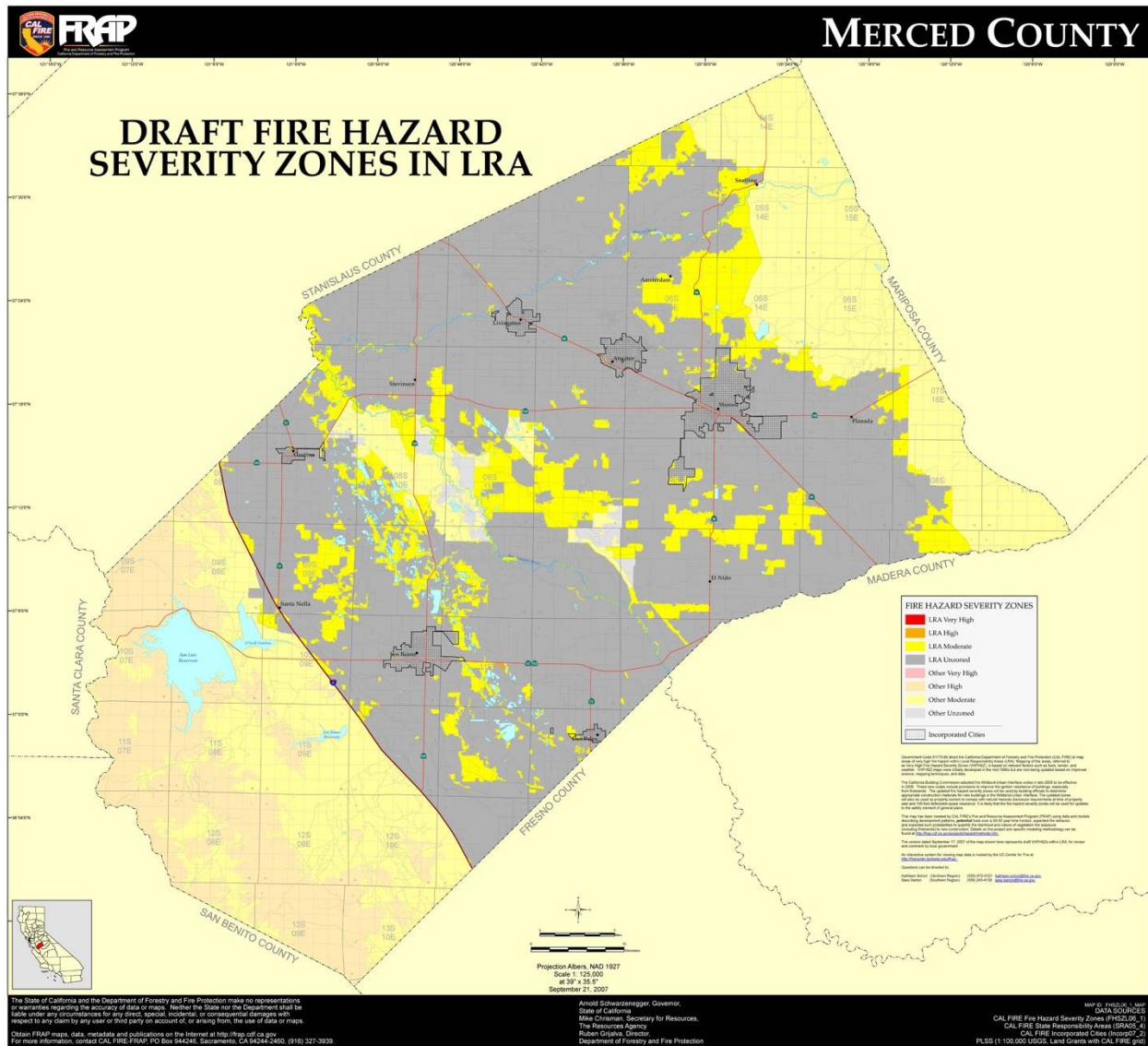
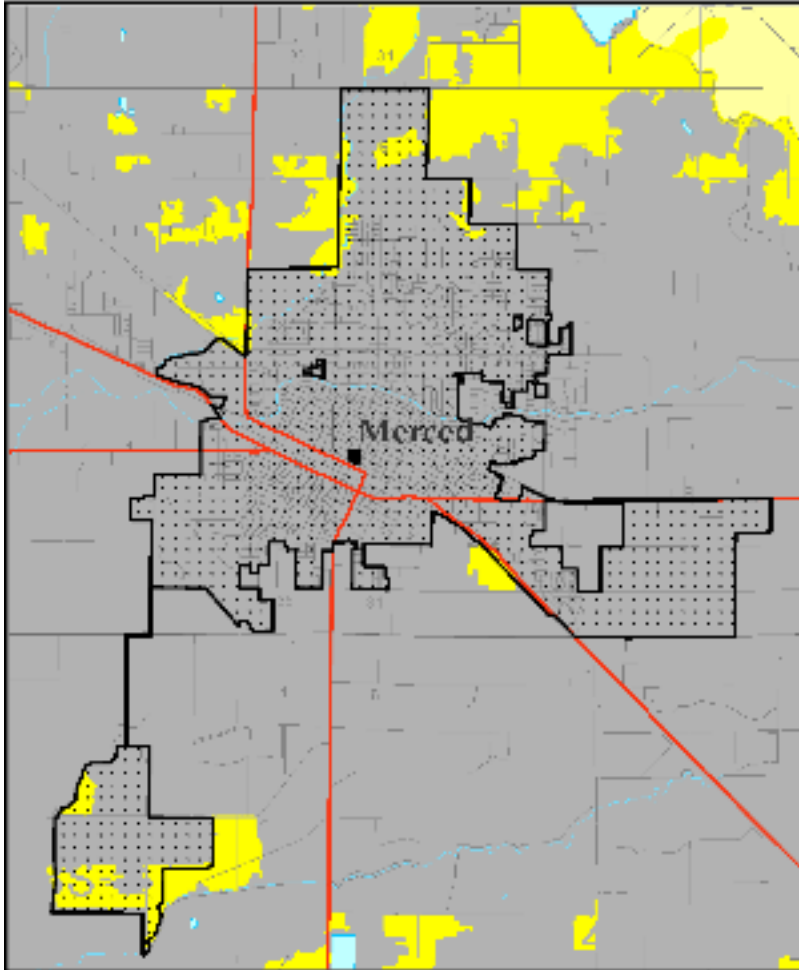


Figure 17 shows a close-up view of Figure 16 as it relates specifically to the City of Merced.

**Figure 17—Fire Hazard Severity Zones – City of Merced**



As Figure 16 and Figure 17 show, sections in the very northern and southern sections of the City lie within a *recommended Moderate* LRA FHSZ with up to hundreds of contiguous acres of wildland fuels.

### ***Vegetation/Wildland Fuels***

Wildland fuel factors influencing fire intensity and spread include fuel type (vegetation species), height, arrangement, density, and moisture. Vegetative fuels within the City consist of a mix of annual grasses and weeds, shrubs, and deciduous and evergreen trees. Once ignited, vegetation fires can burn intensely and contribute to rapid fire spread under the right fuel, weather, and topographic conditions.

### ***Weather***

Weather elements such as temperature, relative humidity, wind, and lightning also affect vegetation fire potential and behavior. High temperatures and low relative humidity dry out vegetative fuels, creating a situation where fuels will more readily ignite and burn more intensely. Wind is the most significant weather factor influencing vegetation fire behavior; higher wind speeds increase fire spread and intensity. The annual wildland fire season in Merced County, when vegetation fires are most likely to occur due to fuel and weather conditions, is generally from mid to late May through late October / early November.

### ***Topography***

The City's flat topography has minimal impact on the spread of a wildland fire.

### ***Water Supply***

Another significant wildland fire impact severity factor is water supply immediately available for suppression. Available fire flow is very good throughout the City.

### ***Vegetation/Wildland Fire Hazard Mitigation***

Hazard mitigation refers to specific actions or measures taken to prevent a hazard from occurring and/or to minimize the severity of impacts resulting from a hazard occurrence. While none of the hazards subject to this study can be entirely prevented, measures *can* be taken to minimize the consequences or impacts when those hazards do occur.

The Merced City Code includes a special nuisance abatement proceeding for weeds and rubbish that allows the City to abate such hazards pursuant to appropriate notice and failure of the property owner to abate the hazard. The Fire Prevention Division administers and manages the City's weed abatement program.

### ***Vegetation/Wildland Fire Service Demand***

The City experienced 283 vegetation/wildland fires from January 2014 through December 2016, comprising 1.10 percent of total service demand over the same period, as summarized in Table 33.

**Table 33—Vegetation/Wildland Fire Service Demand History**

Risk	Year	Planning Zone					Total	Percent of Total Service Demand
		Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55		
Vegetation / Wildland Fire	2014	15	5	17	16	5	58	0.91%
	2015	20	11	59	8	20	118	1.27%
	2016	26	7	41	24	9	107	1.06%
Total		61	23	117	48	34	283	1.10%
Percent of Total Service Demand		0.75%	0.72%	1.78%	1.11%	0.98%	1.10%	

Source: City of Merced Fire Department incident records

As Table 33 shows, vegetation/wildland fire service demand increased more than 100 percent in 2015 from the previous year, remaining stable in 2016, with Station 53 having the highest demand and Station 52 having the lowest. Overall, the City’s vegetation/wildland fire service demand is very low.

### *Probability of Occurrence*

Table 34 summarizes Citygate’s scoring of the City’s probability of vegetation/wildland fire occurrence by planning zone based on service demand history from Table 33.

**Table 34—Wildland Fire Probability Scoring**

Vegetation/Wildland Fire	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Probability of Occurrence	3.75	3.25	4.25	3.5	3.25

### *Wildland Fire Impact Severity*

Table 35 summarizes Citygate’s scoring of the City’s probable vegetation/wildland fire impact severity by planning zone.

**Table 35—Wildland Fire Impact Severity Scoring**

Vegetation/Wildland Fire	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Probable Impact Severity	1.25	1.25	1.25	1.25	1.25

***Overall Vegetation/Wildland Fire Risk Rating***

Table 36 summarizes Citygate’s overall assessment of the City’s vegetation/wildland fire risk by planning zone.

**Table 36—Overall Vegetation/Wildland Fire Risk Rating**

Vegetation/Wildland Fire	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Overall Risk Score	4.6875	4.0625	5.3125	4.375	4.0625
Risk Rating	LOW	LOW	MODERATE	LOW	LOW

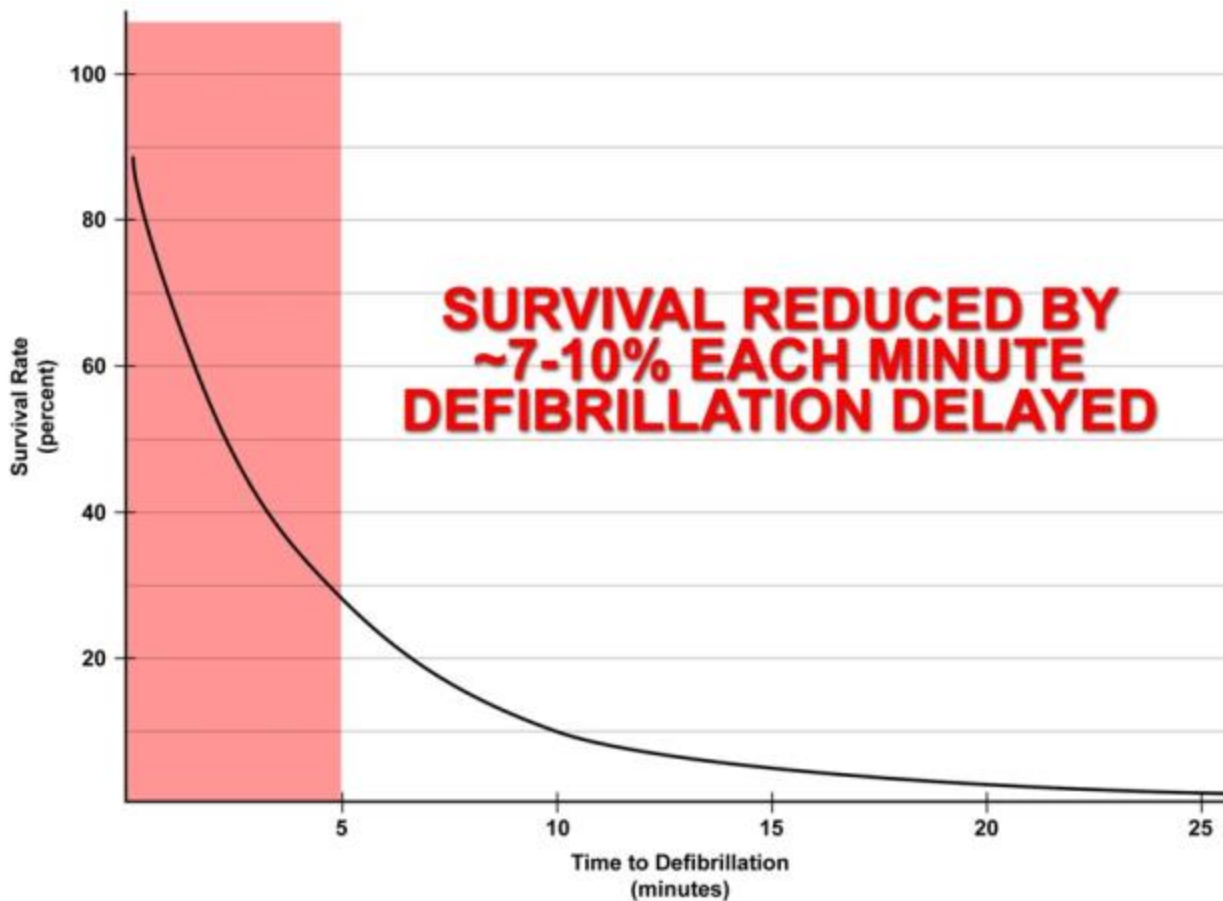
**A.1.12 Medical Emergency Risk**

Medical emergency risk in most communities is predominantly a function of population density, demography, violence, health insurance coverage, and vehicle traffic.

Medical emergency risk can also be categorized as either a medical emergency resulting from a health-related condition or event, or a traumatic injury.

Figure 18 illustrates the reduced survivability of a cardiac arrest victim as time to defibrillation increases. While early defibrillation is one factor in cardiac arrest survivability, other factors can influence survivability as well, such as early CPR and pre-hospital advanced life support interventions.

**Figure 18—Survival Rate versus Time of Defibrillation**



Source: [www.suddencardiocarrest.com](http://www.suddencardiocarrest.com)

### **Population Density**

Because medical emergencies involve people, it seems logical that higher population densities generate higher medical emergency service demand than lower population densities. In Citygate's experience, this is particularly true for urban population densities. As illustrated in Map #5, the City's population density ranges from less than 500 per square mile to more than 10,000 per square mile.

### **Demography**

Medical emergency risk tends to be higher among older, poorer, less-educated, and uninsured populations. According to the U.S. Census Bureau, 9.5 percent of the City's population is 65 and older; 31.9 percent of the population is at or below poverty level; 32 percent of the population over

24 years of age has less than a high school diploma or equivalent; and 12.5 percent of the population does not have health insurance coverage.<sup>20</sup>

### **Violence**

As would be expected, medical emergency risk is also higher in communities or segments of communities with higher rates of violence. From 2010 through 2014, the most recent year of available data, there were a total of 2,988 violent crimes committed in the City of Merced, or an annual average of 598.<sup>21</sup> Given the City's 81,000 population, this represents a violent crime rate of 0.74 percent, suggesting that violent crime minimally influences the City's medical emergency risk.

### **Vehicle Traffic**

Medical emergency risk tends to be higher in those areas of a community with high daily vehicle traffic volume, particularly those areas with high traffic volume travelling at high speeds. The City's transportation network includes Highways 59, 99, and 140, which carry a combined annual average daily traffic volume of more than 96,000 vehicles, with a peak-hour load of more than 7,800 vehicles.<sup>22</sup>

### **Medical Emergency Service Demand**

Medical emergency service demand over the previous three years includes 16,573 calls for service comprising 64.5 percent of total service demand over the same period, as summarized in Table 37.

**Table 37—Medical Emergency Service Demand History**

Risk	Year	Planning Zone					Total	Percent of Total Service Demand
		Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55		
Medical Emergency	2014	1,087	495	1,111	677	443	3,813	60.03%
	2015	1,994	737	1,490	1,043	819	6,083	65.64%
	2016	2,080	766	1,811	1,123	897	6,677	66.26%
Total		5,161	1,998	4,412	2,843	2,159	16,573	64.50%
Percent of Total Service Demand		63.48%	62.93%	66.95%	65.60%	62.27%	64.50%	

Source: City of Merced Fire Department incident records

<sup>20</sup> Source: U.S. Census Bureau (2015)

<sup>21</sup> Source: Federal Bureau of Investigation, Uniform Crime Reporting Statistics

<sup>22</sup> Source: California Department of Transportation (2015)

As Table 37 shows, medical emergencies comprise the majority of the Department's overall service demand. While medical emergency service demand varies by station, overall it is trending upward an average of 34 percent annually over the past two years. Overall, the City's medical emergency service demand is typical of other California cities with similar demographics.

### ***Probability of Occurrence***

Table 38 summarizes Citygate's scoring of the City's probability of medical emergency occurrence by planning zone based on service demand history from Table 37.

**Table 38—Probability of Medical Emergency Occurrence**

Medical Emergency	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Probability of Occurrence	5.0	4.25	5.0	4.5	4.5

### ***Medical Emergency Impact Severity***

Table 39 summarizes Citygate's scoring of the City's probable medical emergency impact severity by planning zone.

**Table 39—Medical Emergency Impact Severity**

Medical Emergency	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Probable Impact Severity	3.0	3.0	3.0	3.0	3.0

### ***Overall Medical Emergency Risk***

Table 40 summarizes Citygate's overall assessment of the City's medical emergency risk by planning zone.

**Table 40—Overall Medical Emergency Risk**

Medical Emergency	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Overall Risk Score	15.0	12.75	15.0	13.5	13.5
Risk Rating	HIGH	HIGH	HIGH	HIGH	HIGH

### A.1.13 Hazardous Material Risk

Hazardous material risk factors include fixed facilities that store, use, or produce hazardous chemicals or waste; underground pipelines conveying hazardous materials; aviation, railroad, maritime, and vehicle transportation of hazardous materials into or through a jurisdiction; vulnerable populations; emergency evacuation planning and related training; and specialized hazardous material service capacity.

The Merced County Health Department Environmental Health Division, serving as the designated Certified Unified Program Agency (CUPA) for the County, identified 173 facilities within the City requiring a State or County hazardous material operating permit or Hazardous Materials Business Plan (HMBP), as summarized in Table 41 and Map #7.

**Table 41—Hazardous Material Site Distribution**

Risk Factor	Planning Zone					Total <sup>1</sup>
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55	
Hazardous Material Sites	54	29	9	16	4	112
Percentage of Total	48.21%	25.89%	8.04%	14.29%	3.57%	100.00%

<sup>1</sup> Unable to map all identified sites due to lack of address or geo-coordinates

Source: Merced County Division of Environmental Health

The City also has transportation-related hazardous material risk as a result of its road transportation network, including Highway 99 with heavy daily truck traffic volume, as summarized in Table 42. In addition, three railway tracks run generally northwest/southeast through the City carrying more than 60 trains daily,<sup>23</sup> although no data was available quantifying the amount or types of hazardous materials transported.

<sup>23</sup> Source: Federal Railroad Administration

**Table 42—Average Annual Daily Truck Traffic**

Highway	Crossing	AADT <sup>1</sup>	Truck AADT by Axles				% Truck AADT by Axles			
			2	3	4	5+	2	3	4	5+
59	Hwy. 99 / 140	1,151	230	334	219	368	20.00%	29.00%	19.00%	32.00%
99	Hwy. 59 / 140	10,840	2,168	867	434	7,371	20.00%	8.00%	4.00%	68.00%
140	Hwy. 59 / 99	882	194	247	168	273	22.00%	28.00%	19.00%	31.00%
<b>Total</b>		<b>12,873</b>	<b>2,592</b>	<b>1,448</b>	<b>821</b>	<b>8,012</b>	<b>20.14%</b>	<b>11.25%</b>	<b>6.38%</b>	<b>62.24%</b>

<sup>1</sup> AADT=Average Annual Daily Trips

Source: California Department of Transportation (2015)

### ***Population Density***

Because hazardous material emergencies have the potential to adversely impact human health, it is logical that the higher the population density, the greater the potential population exposed to a hazardous material release or spill. As previously illustrated in Map #5, the City's population density ranges from less than 500 per square mile to more than 10,000 per square mile.

### ***Vulnerable Populations***

Persons vulnerable to a hazardous material release/spill include those individuals or groups unable to self-evacuate, generally including children under the age of 10, the elderly, and persons confined to an institution or other setting where they either cannot or are unable to leave voluntarily. More than 27 percent of the City's population is under age 10 or age 65 and older.

### ***Emergency Evacuation Planning, Training, Implementation, and Effectiveness***

Another significant hazardous material impact severity factor is a jurisdiction's shelter-in-place / emergency evacuation planning and training. In the event of a hazardous material release or spill, time can be a critical factor in notifying potentially affected persons, particularly at-risk populations, to either shelter-in-place or to evacuate to a safe location. Essential to this process is an effective emergency plan that incorporates one or more mass emergency notification capabilities, as well as pre-established evacuation procedures. It is also essential to conduct regular, periodic exercises involving these two emergency plan elements to evaluate readiness and to identify and remediate any planning and/or training gaps to ensure ongoing emergency incident readiness and effectiveness.

The City has established emergency evacuation protocols, procedures, and resources as referenced in its Emergency Operations Plan, and is also a subscriber to the Merced County Emergency Notification System, a mass emergency telephone notification system administered by the Merced County Sheriff's Department 9-1-1 Dispatch Center. Authorized local public safety officials can directly request emergency notifications through the 9-1-1 dispatcher. This system is regularly

utilized throughout the County, and both public safety personnel and 9-1-1 Dispatch Center staff are well-versed with its use and procedures.

### ***Hazardous Material Service Demand***

The City experienced 207 hazardous material incidents over the past three years, comprising 0.81 percent of total service demand over the same period, as summarized in Table 43.

**Table 43—Hazardous Material Service Demand History**

Risk	Year	Planning Zone					Total	Percent of Total Service Demand
		Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55		
Hazardous Material	2014	18	10	10	8	15	61	0.96%
	2015	26	8	17	19	14	84	0.91%
	2016	12	5	16	11	18	62	0.62%
Total		56	23	43	38	47	207	0.81%
Percent of Total Service Demand		0.69%	0.72%	0.65%	0.88%	1.36%	0.81%	

Source: City of Merced Fire Department incident records

As Table 43 indicates, hazardous material service demand varies by planning zone with the highest demand in Station 51's response area. Overall, hazardous materials service demand is very low and relatively consistent from year to year.

### ***Probability of Occurrence***

Table 44 summarizes Citygate's scoring of the City's probability of a hazardous materials occurrence by planning zone based on service demand history from Table 43.

**Table 44—Probability of Hazardous Material Occurrence**

Hazardous Material	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Probability of Occurrence	3.75	3.25	3.5	3.5	3.5

### ***Hazardous Material Impact Severity***

Table 45 summarizes Citygate's scoring of the City's probable hazardous materials impact severity by planning zone.

**Table 45—Hazardous Material Impact Severity**

Hazardous Material	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Probable Impact Severity	3.0	2.5	2.5	3.0	2.5

### ***Overall Hazardous Material Risk***

Table 46 summarizes Citygate’s overall assessment of the City’s hazardous materials risk by planning zone.

**Table 46—Overall Hazardous Material Risk**

Hazardous Material	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Overall Risk Score	11.25	8.125	8.75	10.5	8.75
Risk Rating	HIGH	MODERATE	MODERATE	HIGH	MODERATE

### **A.1.14 Technical Rescue Risk**

Technical rescue risk factors include active construction projects; structural collapse potential; confined spaces, such as tanks and underground vaults; bodies of water and rivers or streams; industrial machinery; transportation volume; and earthquake, flood, and landslide potential.

#### ***Construction Activity***

There is continuous construction activity within the City, including residential, commercial, industrial, and infrastructure.

#### ***Confined Spaces***

There are numerous confined spaces within the City, including tanks, vaults, open trenches, etc.

#### ***Bodies of Water***

There are numerous creeks, canals, and smaller bodies of water within the City, including Bear, Cottonwood, Fahrens, and Black Rascal creeks.

#### ***Transportation Volume***

Another risk factor is transportation-related incidents requiring technical rescue. This factor is primarily a function of vehicle, railway, maritime, and aviation traffic. Vehicle traffic volume is the greatest of these factors within the City, with Highways 59, 99, and 140 carrying more than

96,000 vehicles daily with peak-hour flow of more than 7,800 vehicles. In addition, there are three railway tracks running generally northwest/southeast through the City carrying more than 60 trains daily.<sup>24</sup> The California High-Speed Rail Project (HSRP) will add an average of 120 trains per day during Phase 1 (initial service), and 336-360 per day by Horizon Year 2035.<sup>25</sup> The Merced Regional Airport is a general aviation facility located on the western edge of the City. Citygate was unable to locate data quantifying flight activity for this airport.

### ***Earthquake Risk<sup>26</sup>***

Although no known faults occur in the City, there are several active and potentially active fault lines to the east and west of Merced as shown in Figure 19.

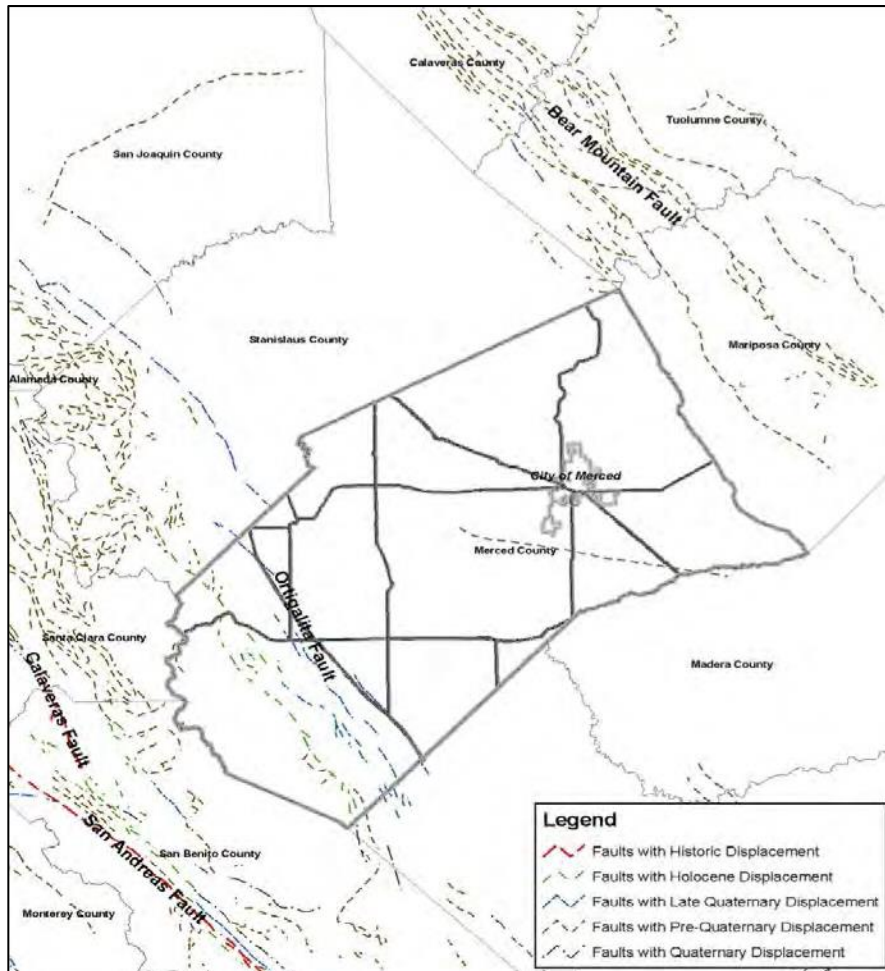
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<sup>24</sup> Source: Federal Railroad Administration

<sup>25</sup> Source: California High-Speed Train Project EIR/EIS Fresno to Bakersfield Section, Appendix 2-C, Operations and Service Plan Summary

<sup>26</sup> Reference: City of Merced Local Hazard Mitigation Plan

**Figure 19—Earthquake Fault Zones**



Source: City of Merced Local Hazard Mitigation Plan

A cooperative probable seismic hazards study conducted by the California Division of Mines and Geology and U.S. Geological Survey concluded that the City of Merced is located in an area identified to have to lowest level of Peak Ground Acceleration, corresponding to magnitude 4.0 to 4.5, or light perceived shaking and little or no perceived damage.

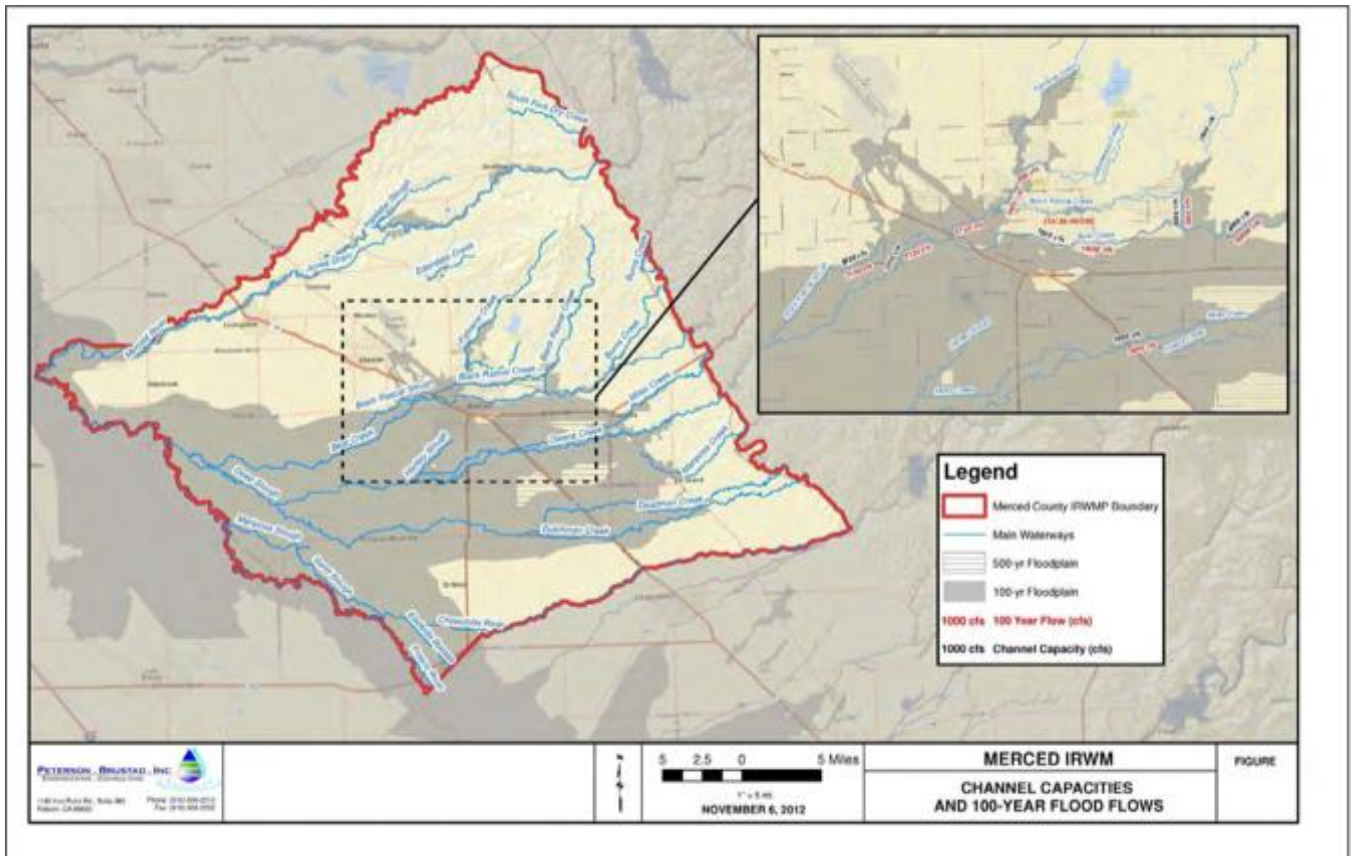
### ***Flood Risk<sup>27</sup>***

Merced has no major rivers but is traversed from east to west by four creeks: Bear Creek, Black Rascal Creek, Cottonwood Creek, and Fahrens Creek. Figure 20 identifies flood-prone areas of the City as identified by FEMA, including 382 acres (.018 percent) identified as floodway, 5,375 acres (27 percent) within a 100-year floodplain, and 6,876 acres (32 percent) within a 500-year

<sup>27</sup> Reference: City of Merced Local Hazard Mitigation Plan

floodplain. Most flooding in the City occurs as a result of extended rainfall, with recent flooding events occurring in 1997, 1998, 2000, 2001, 2002, 2005, 2006, 2007, and 2011.

**Figure 20—Merced Flood Hazard Areas**



Source: City of Merced Local Hazard Mitigation Plan

### **Technical Rescue Service Demand**

Over the most recent three years, there were 32 technical rescue incidents comprising 0.12 percent of total service demand for the same period, as summarized in Table 47.

**Table 47—Technical Rescue Service Demand**

Risk	Year	Planning Zone					Total	Percent of Total Service Demand
		Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55		
Technical Rescue	2014	4	1	2	1	0	8	0.13%
	2015	8	1	3	2	0	14	0.15%
	2016	7	0	0	2	1	10	0.10%
Total		19	2	5	5	1	32	0.12%
Percent of Total Service Demand		0.23%	0.06%	0.08%	0.12%	0.03%	0.12%	

Source: City of Merced Fire Department incident records

As Table 47 shows, technical rescue service demand is extremely low, with the predominant demand in the Station 51 planning zone.

### ***Probability of Occurrence***

Table 48 summarizes Citygate’s scoring of the City’s probability of a technical rescue occurrence by planning zone based on service demand history from Table 47.

**Table 48—Probability of Technical Rescue Occurrence**

Technical Rescue	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Probability of Occurrence	3.25	2.25	2.25	2.25	2.25

### ***Technical Rescue Impact Severity***

Table 49 summarizes Citygate’s scoring of the City’s probable technical rescue impact severity by planning zone.

**Table 49—Technical Rescue Impact Severity**

Technical Rescue	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Probable Impact Severity	2.5	2.5	2.5	2.5	2.5

***Overall Technical Rescue Risk***

Table 50 summarizes Citygate’s overall assessment of the City’s technical rescue risk by planning zone.

**Table 50—Overall Technical Rescue Risk**

Technical Rescue	Planning Zone				
	Sta. 51	Sta. 52	Sta. 53	Sta. 54	Sta. 55
Overall Risk Score	8.125	5.625	5.625	5.625	5.625
Risk Rating	<b>MODERATE</b>	<b>MODERATE</b>	<b>MODERATE</b>	<b>MODERATE</b>	<b>MODERATE</b>

## APPENDIX B—INCIDENT STATISTICAL ANALYSIS

### B.1 STATISTICAL ANALYSIS

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#### B.1.1 Historical Effectiveness and Reliability of Response—What Statistics Say About Existing System Performance

**SOC ELEMENT 7 OF 8**  
**RELIABILITY & HISTORICAL  
RESPONSE EFFECTIVENESS  
STUDIES**

The map sets described in Section 2.6 show the ideal situation for response times and the response effectiveness given perfect conditions with no competing calls, traffic congestion, units out of place, or simultaneous calls for service. Examination of the actual response time data provides a picture of how response times are in the real

world of simultaneous calls, rush hour traffic congestion, units out of position, and delayed travel time for events such as periods of severe weather.

#### B.1.2 Data Set Identification

The Department furnished three years of National Fire Incident Reporting System (NFIRS 5) data and related apparatus response times that were merged into a single data file. The resulting database includes 25,724 incidents and 31,364 apparatus movements.

Dataset strengths include:

- ◆ Multiple years of data available.
- ◆ Use of seconds in time fields.
- ◆ Standardized incident numbers in NFIRS 5 and apparatus response data.
- ◆ Incident geospatial coordinates tracked in CAD (98.62 percent complete).

#### B.1.3 Analysis Period

The date range for this statistical analysis is January 1, 2014, through December 31, 2016. This period incorporates 36 consecutive months over three calendar years.

#### B.1.4 Service Demand

For 2016, the Department responded to 10,086 calls for service (incidents) for an average daily service demand of 27.6 incidents. Of those, 4.46 percent were fire incidents, 66.38 percent were medical incidents, and 29.16 percent were other incident types (e.g., alarm activation with no fire, false alarm, no incident found, public assist, smoke scare, assist other agency, smoke or odor removal, electrical problem, water leak, rescue, hazardous material incident, animal problem, etc.).

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Annual service demand is trending upward an average of more than 27 percent annually over the most recent two-year period, as shown in Table 51 and Figure 21.

**Table 51—Annual Service Demand**

Year	Incidents	Change
2014	6,362	N/A
2015	9,276	45.8%
2016	10,086	8.7%
Total	25,724	

Source: City of Merced Fire Department incident records

**Figure 21—Annual Service Demand by Year**

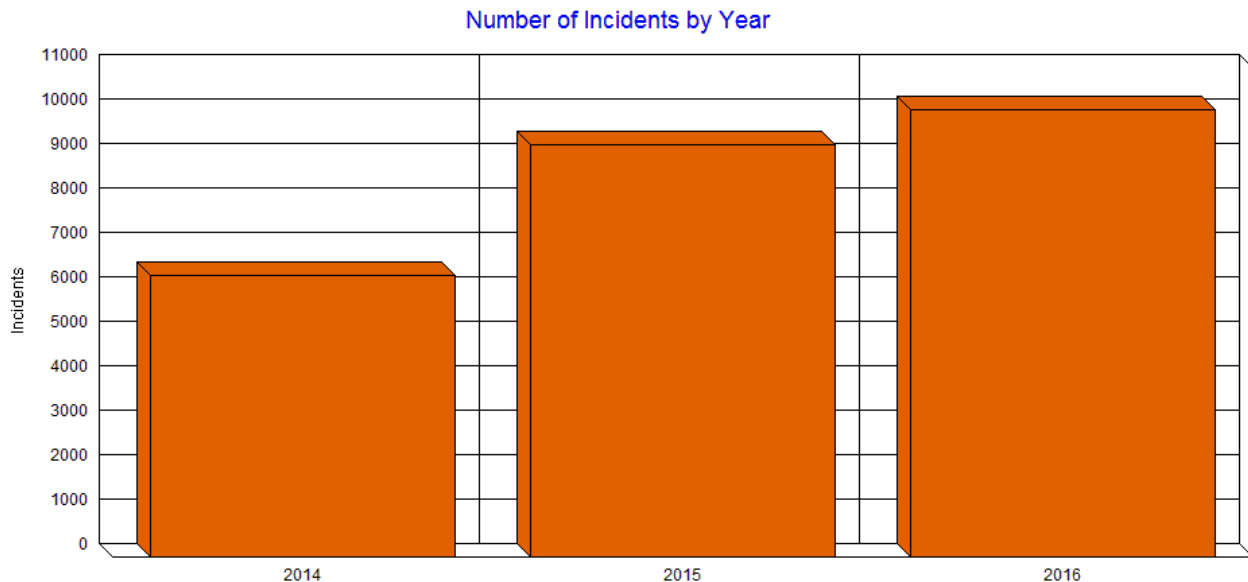
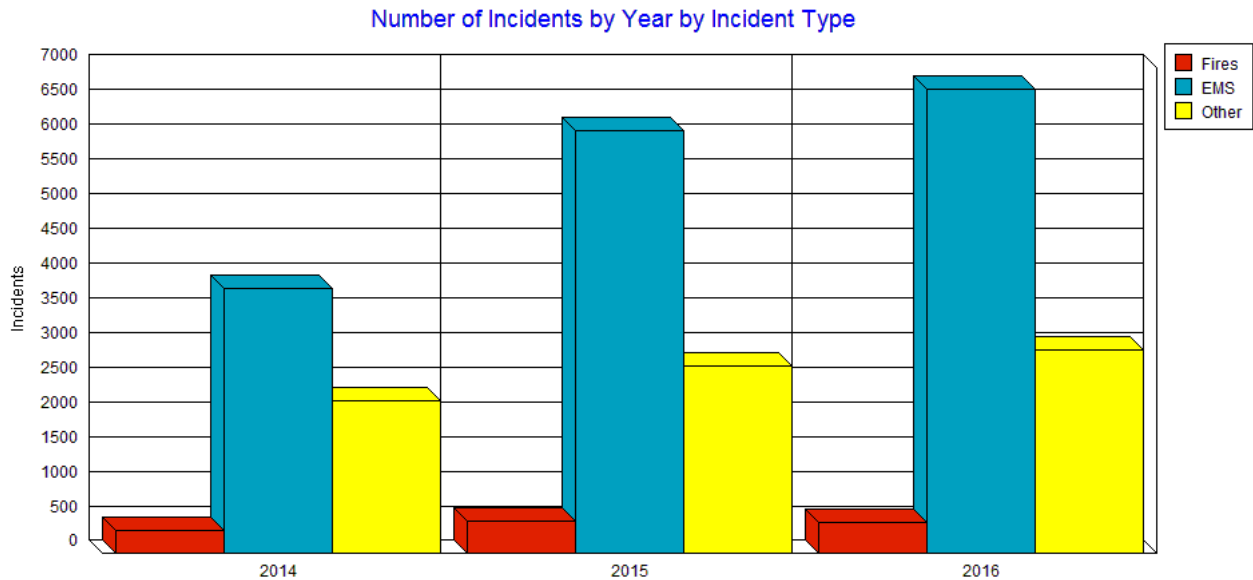


Figure 22 illustrates annual service demand by incident category. While fire incident service demand has remained relatively steady, note the increase in EMS and “Other” incidents over the three-year study period.

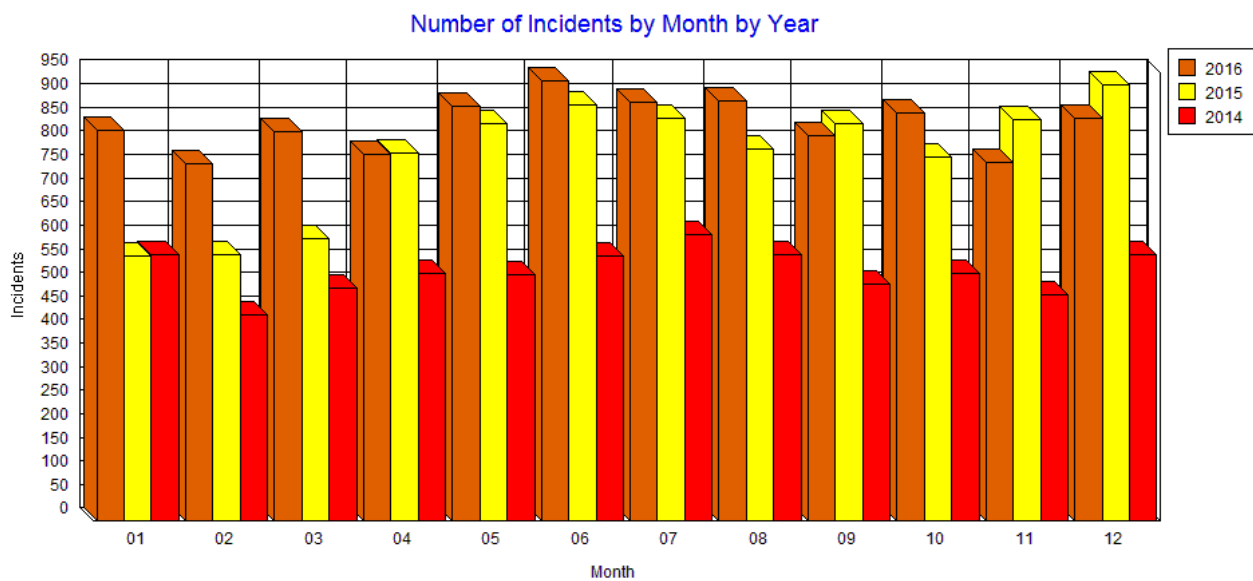
**Figure 22—Annual Service Demand by Incident Type**



**Service Demand Over Time**

Figure 23 illustrates annual service demand by month. Note the increased service demand during the summer months and December/January. Also note the significant change from 2014 to 2015, and the smaller changes from 2015 to 2016.

**Figure 23—Number of Incidents by Month by Year**



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Figure 24 illustrates that service demand is highest on Mondays and slowing gradually through the week. Also note the increase in activity in 2015 and 2016.

**Figure 24—Number of Incidents by Day of Week by Year**

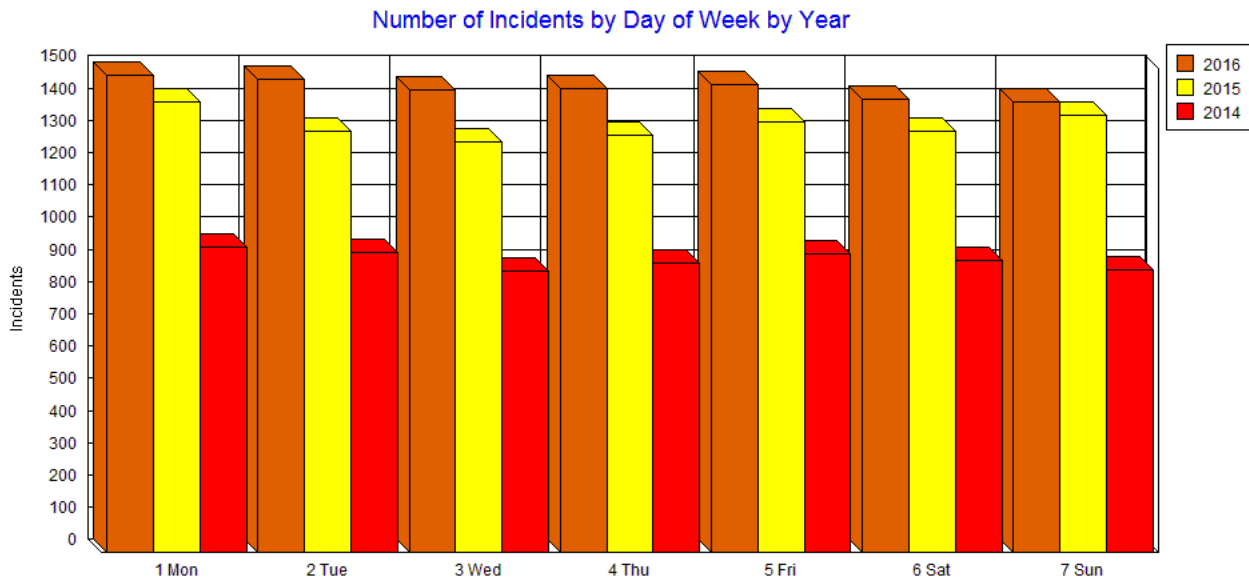
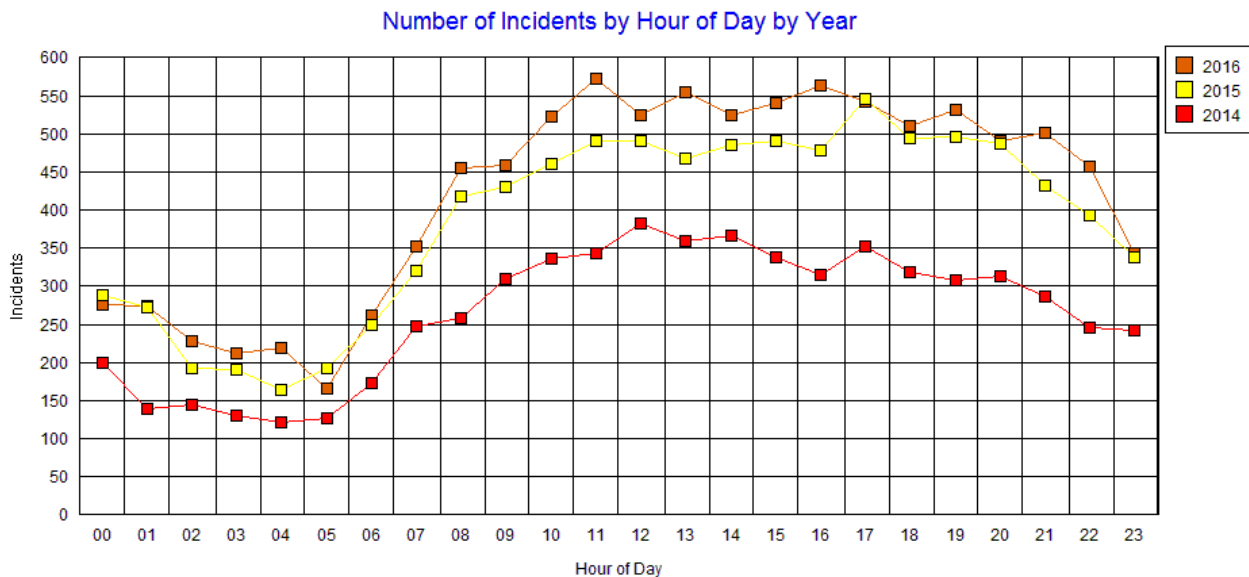


Figure 25 illustrates annual service demand by hour of day. Of note again is the significant increase in calls for service from 2014 to 2015, and the smaller increase from 2015 to 2016, particularly in the mid-morning through early evening hours.

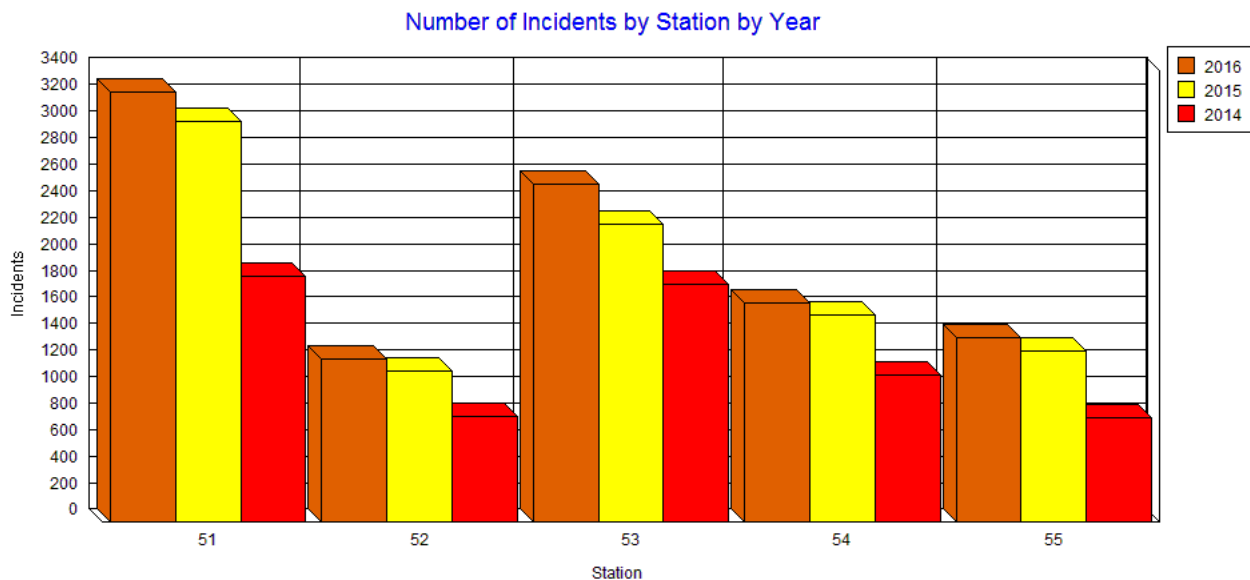
**Figure 25—Service Demand by Hour of Day and Year**



### *Service Demand by Station*

Figure 26 illustrates annual service demand by station over the three-year study period. Note that Station 51 has the highest service demand, and Station 52 the lowest. Also, of note is the increasing service demand trend across all five stations.

**Figure 26—Service Demand by Station by Year**



### *Service Demand by Incident Type*

Table 52 ranks service demand by NFIRS 5 incident type for the most recent reporting year. Of note is the strong ranking of EMS-related incidents, with cancelled prior to arrival ranking third. Building fires ranked 10<sup>th</sup> by volume. Only incident categories with 50 or more incidents for 2016 are shown.

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**Table 52—Service Demand by Incident Type**

NFIRS Incident Type		2016
1	321 EMS call, excluding vehicle accident with injury	3,542
2	381 Rescue or EMS standby	1,666
3	611 Dispatched & canceled prior to arrival	1,673
4	311 Medical Assist, assist EMS crew	1,130
5	554 Assist invalid	319
6	322 Vehicle accident with injuries	151
7	324 Motor vehicle accident; no injuries	148
8	622 No incident found on arrival	114
9	151 Outside rubbish, trash, or waste fire	84
10	111 Building fire	66
11	162 Dumpster or other outside trash receptacle fire	62
12	743 Smoke detector activation; no fire	59
13	143 Grass fire	58
14	733 Smoke detector activation due to malfunction	56
15	551 Assist police or other governmental agency	55
16	651 Smoke scare; odor of smoke	55
17	561 Unauthorized burning	53
18	745 Alarm system activation; no fire	52

Source: City of Merced Fire Department incident records

Another way to understand fire department service delivery is to review the types of properties at which incidents occur. Table 53 summarizes annual service demand by NFIRS property use categories, indicating that nearly 65 percent of the Department’s annual service demand is generated by residential and roadway property uses. Only property types with greater than 100 occurrences over the three-year period of the dataset are shown.

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**Table 53—Service Demand by Property Use by Year**

Property Use	2014	2015	2016	Total
419 1- or 2-family dwelling	2,458	3,708	3,918	10,084
429 Multi-family dwellings	1,358	1,782	1,867	5,007
962 Residential street, road or residential driveway	308	380	448	1,136
963 Street or road in commercial area	307	361	361	1,029
BLANK	198	210	402	810
459 Residential board and care	103	252	293	648
161 Restaurant or cafeteria	149	187	205	541
449 Hotel/motel, commercial	106	172	131	409
311 24-hour care Nursing homes, 4 or more persons	67	157	178	402
581 Department or discount store	69	120	192	381
599 Business office	97	122	128	347
519 Food and beverage sales, grocery store	60	94	119	273
215 High school/junior high school/middle school	62	85	106	253
439 Boarding/rooming house, residential hotels	70	74	108	252
965 Vehicle parking area	65	101	85	251
142 Clubhouse	71	75	82	228
960 Street, other	35	76	102	213
961 Highway or divided highway	50	76	82	208
938 Graded and cared-for plots of land	50	74	76	200
342 Doctor, dentist or oral surgeon's office	30	68	88	186
931 Open land or field	50	54	62	166
571 Service station, gas station	35	54	68	157
511 Convenience store	37	42	55	134
340 Clinics, Doctors offices, hemodialysis centers	22	48	61	131
464 Barracks, dormitory	36	64	30	130
331 Hospital - medical or psychiatric	30	57	41	128
131 Church, mosque, synagogue, temple, chapel	24	45	54	123
579 Motor vehicle or boat sales, services, repair	28	43	45	116
900 Outside or special property, other	29	44	34	107

Source: City of Merced Fire Department incident records

### *Aid Provided and Received*

Table 54 summarizes automatic and mutual aid provided by the Department to other agencies/jurisdictions, as well as automatic and mutual aid received from other agencies/jurisdictions. As Table 54 shows, the City receives minimal aid from other agencies/jurisdictions, and aid provided to other agencies accounts for only 0.55 percent of total service demand over the three-year study period.

**Table 54—Aid Provided and Received by Year**

Aid Type	2014	2015	2016	Total
Mutual Aid Received	8	17	14	39
Automatic Aid Received	1	1	0	2
Mutual Aid Provided	53	47	41	141
Automatic Aid Provided	0	0	1	1
<b>Total</b>	<b>62</b>	<b>65</b>	<b>56</b>	<b>183</b>

Source: City of Merced Fire Department incident records

### *Simultaneous Incident Activity*

Simultaneous incident activity measures the percentage of concurrent or overlapping incidents. Figure 27 shows simultaneous incident occurrence by year for the Department. Of note is that simultaneous incident activity is trending up.

**Figure 27—Simultaneous Activity by Year**

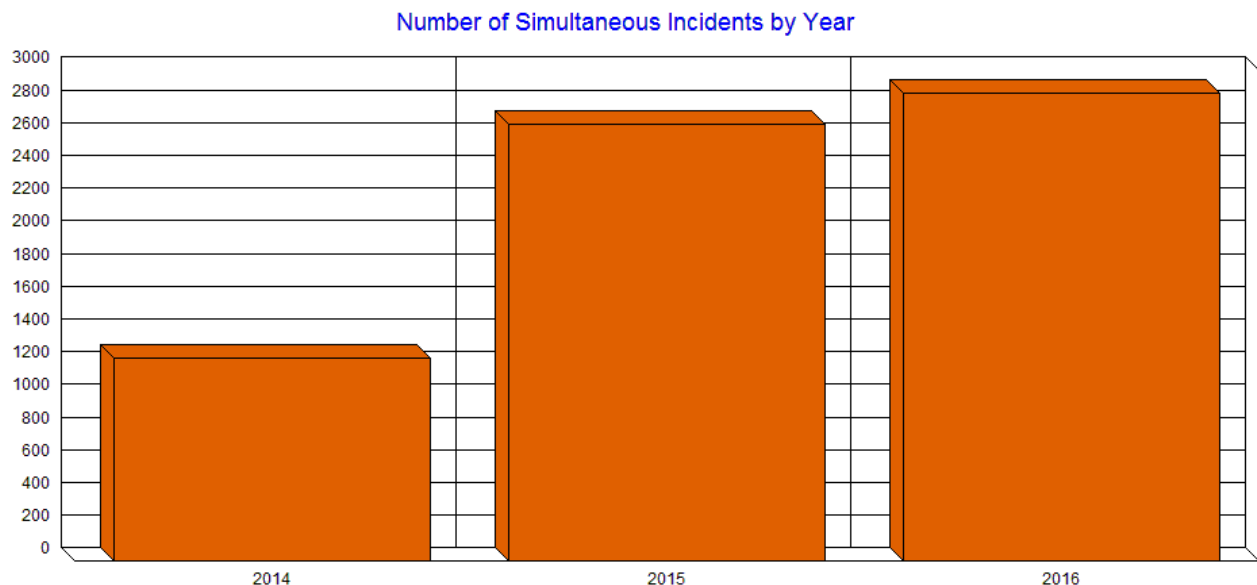


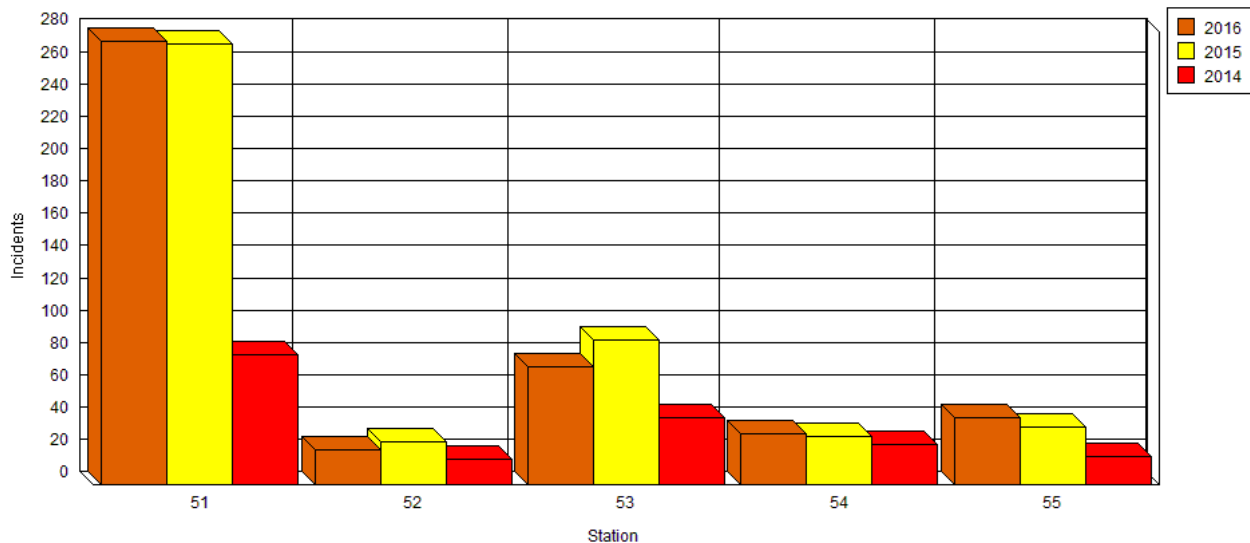
Table 55 shows the percentage of simultaneous incident activity for 2016.

**Table 55—Simultaneous Incident Activity**

Number of Simultaneous Incidents	Percentage of All Incidents
1 or more	28.39%
2 or more	5.03%
3 or more	0.83%

For multiple-station departments, simultaneous incident activity in different station areas may have very little operational impact. However, simultaneous incidents within a single station response area can result in significantly slower response times because the second or successive concurrent call must be handled by an engine/resource from a more distant station. Figure 28 shows simultaneous incident activity within the same station response area by station. As can be seen, Station 51 has the most simultaneous incident activity with nearly 280 incidents in 2016; however, with two staffed resources assigned to that station, simultaneous incident activity should not be expected to significantly impact first-due response times.

**Figure 28—Simultaneous Incident Activity within Same Station Response Area**



After this initial analysis, the Department voiced a concern that it was sensing a significant increase in the amount of time that multiple units were concurrently committed, primarily due to delayed ambulance arrival at medical emergencies. Citygate subsequently conducted a supplemental analysis to identify the impact of more recent simultaneous incident activity. Table 56, Table 57,

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and Table 58 summarize simultaneous incident activity impacts from April 14, 2017 through October 19, 2017.

**Table 56—Three or More Units Committed Simultaneously**

Duration of Concurrent Commitment	Number of Events	Percentage of Total Events	Total Duration
Less than 2:00	80	10.26%	2:04:33
2:00–4:59	209	26.79%	11:25:22
5:00–9:59	305	39.10%	12:54:03
10:00–14:59	80	10.26%	16:00:37
15:00–29:59	55	7.05%	17:00:38
30:00–60:00	14	1.79%	10:10:24
1 hour–2 hours	25	3.21%	13:12:51
More than 2 hours	12	1.54%	7:37:57
<b>Total</b>	<b>780</b>	<b>100.00%</b>	<b>162:26:25</b>

**Table 57—Four or More Units Committed Simultaneously**

Duration of Concurrent Commitment	Number of Events	Percentage of Total Events	Total Duration
Less than 2:00	21	6.67%	0:33:10
2:00–4:59	73	23.17%	4:03:11
5:00–9:59	138	43.81%	16:23:28
10:00–14:59	40	12.70%	8:00:06
15:00–29:59	17	5.40%	5:21:45
30:00–60:00	8	2.54%	5:52:30
1 hour–2 hours	13	4.13%	19:33:13
More than 2 hours	5	1.59%	13:45:29
<b>Total</b>	<b>315</b>	<b>100.00%</b>	<b>73:32:52</b>

**Table 58—Five or More Units Committed Simultaneously**

Duration of Concurrent Commitment	Number of Events	Percentage of Total Events	Total Duration
Less than 2:00	10	8.77%	0:15:39
2:00–4:59	32	28.07%	1:52:35
5:00–9:59	42	36.84%	4:54:46
10:00–14:59	17	14.91%	3:24:44
15:00–29:59	7	6.14%	2:10:21
30:00–60:00	3	2.63%	1:53:18
1 hour–2 hours	2	1.75%	3:24:46
More than 2 hours	1	0.88%	2:56:28
<b>Total</b>	<b>114</b>	<b>100.00%</b>	<b>20:52:37</b>

As Table 56 illustrates, half or more of the Department’s staffed units were simultaneously committed 780 times for a total of 162.5 hours, representing 3.6 percent of the total 189-day time. Of those 780 events, 186 were more than 10:00 minutes in duration, comprising 2.1 percent of the total time.

As Table 57 shows, two-thirds or more of the Department’s staffed units were simultaneously committed 315 times for a total of 73.5 hours, comprising 1.6 percent of the total time. Of those, only 83 were more than 10:00 minutes in duration, representing 0.99 percent of the total time.

This analysis reveals that concurrent resource commitment currently impacts overall response capacity less than four percent of the time, which is not yet significant in Citygate’s opinion.

#### ***Station Demand Percentage and Unit-Hour Utilization***

Table 59 shows hourly service demand percentage by station for 2016, with the different colors illustrating variation in demand; the lowest rates of activity are green, progressing from yellow to red to indicate the highest quantity of incidents or rate of activity. The busiest stations are listed first. The percentage listed is the probability that a particular station is involved in an incident at any given hour. This percentage considers the number and duration of incidents over the three-year data set.

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**Table 59—Hourly Service Demand Percentage by Station**

Time of Day	Sta. 51	Sta. 53	Sta. 54	Sta. 55	Sta. 52
00:00	6.53%	5.33%	3.93%	2.37%	2.08%
01:00	8.63%	5.88%	2.76%	3.58%	2.12%
02:00	6.06%	4.80%	2.92%	2.98%	1.76%
03:00	3.10%	4.38%	2.90%	1.66%	1.42%
04:00	4.41%	3.61%	3.11%	3.47%	2.00%
05:00	2.99%	2.66%	1.84%	2.92%	1.60%
06:00	7.12%	5.91%	3.82%	3.00%	2.27%
07:00	10.26%	6.97%	3.30%	2.41%	3.74%
08:00	9.65%	8.36%	4.38%	6.24%	4.10%
09:00	8.03%	9.21%	5.35%	5.17%	3.53%
10:00	12.16%	8.77%	4.52%	5.67%	4.23%
11:00	13.09%	10.06%	8.81%	6.61%	3.33%
12:00	10.54%	10.65%	7.11%	5.55%	4.72%
13:00	12.92%	10.98%	6.34%	5.92%	4.85%
14:00	16.58%	10.28%	9.00%	6.03%	5.43%
15:00	12.19%	9.97%	6.21%	5.13%	4.24%
16:00	12.80%	9.93%	7.57%	8.38%	5.25%
17:00	11.22%	8.01%	7.72%	8.18%	5.95%
18:00	11.16%	10.39%	5.76%	4.56%	3.69%
19:00	12.19%	7.92%	6.74%	4.53%	3.84%
20:00	10.81%	9.07%	5.62%	5.16%	3.14%
21:00	11.45%	7.19%	6.51%	4.48%	3.10%
22:00	15.68%	8.55%	10.13%	4.52%	3.00%
23:00	8.64%	5.44%	4.61%	3.18%	2.99%
<b>Overall</b>	<b>9.93%</b>	<b>7.68%</b>	<b>5.46%</b>	<b>4.65%</b>	<b>3.43%</b>

Table 59 shows that Station 51 is the busiest station, with peak service demand occurring from about 7:00 am to 11:00 pm. Overall hourly service demand is low, ranging from 3.43 percent to 9.93 percent.

Table 60 shows unit-hour utilization for 2016. The percentage shown is the probability that the apparatus is involved in an incident during that hour of the day.

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**Table 60—Unit-Hour Utilization Percentage**

Time of Day	E-51	E-53	E-54	E-55	E-52
00:00	6.86%	5.91%	4.18%	2.44%	2.31%
01:00	8.56%	8.00%	5.14%	5.53%	2.77%
02:00	7.40%	5.79%	3.38%	3.42%	2.82%
03:00	3.56%	4.41%	3.04%	1.66%	1.45%
04:00	4.43%	4.77%	4.04%	4.51%	3.43%
05:00	3.48%	3.14%	2.69%	3.94%	1.60%
06:00	8.18%	6.21%	5.25%	3.37%	3.67%
07:00	8.76%	7.91%	3.75%	2.52%	4.49%
08:00	9.06%	9.65%	5.35%	6.75%	4.38%
09:00	7.28%	9.55%	5.91%	5.58%	4.03%
10:00	10.81%	10.71%	8.03%	7.90%	6.24%
11:00	11.36%	10.79%	10.06%	7.12%	3.96%
12:00	10.90%	11.13%	7.26%	6.02%	5.60%
13:00	11.60%	11.63%	6.87%	6.78%	4.54%
14:00	13.84%	12.30%	15.74%	9.10%	9.28%
15:00	11.06%	10.36%	7.01%	5.26%	4.81%
16:00	12.16%	12.29%	8.25%	9.55%	8.63%
17:00	13.09%	10.61%	11.46%	8.71%	7.89%
18:00	10.46%	11.49%	6.30%	4.76%	4.26%
19:00	12.48%	8.45%	7.41%	4.97%	4.35%
20:00	9.74%	9.51%	6.16%	5.55%	3.47%
21:00	10.38%	7.59%	6.94%	4.85%	3.38%
22:00	16.44%	14.21%	13.19%	9.26%	10.23%
23:00	7.90%	6.08%	5.38%	3.40%	3.37%
<b>Overall</b>	<b>9.58%</b>	<b>8.85%</b>	<b>6.78%</b>	<b>5.54%</b>	<b>4.62%</b>

What should be the maximum utilization percentage for a firefighting unit? For a nine-hour daytime work period, when crews on a 24-hour shift need to also pay attention to apparatus checkout, station duties, training, public education, and paperwork, plus required physical training and meal breaks, Citygate believes the maximum commitment UHU per hour *for an engine, ladder truck, or 24-hour paramedic squad* should not exceed 30 percent. Beyond that, the most important element likely to suffer will be training.

As Table 60 shows, Engines 51 and 53 have the highest unit-hour utilization rates; however, overall unit-hour utilization percentages are low to moderate, ranging from 4.62 percent to 9.58 percent, which is well below the 30 percent saturation rate.

### **B.1.5 Operational Performance**

Once incident types are quantified, the analysis shifts to the time required to respond to those emergencies. Fractile analyses track the percentage (and count the number) of incidents meeting defined criteria, such as the first apparatus to reach the scene within progressive time segments. Based on national best practice recommendations and Citygate's experience, this study's response time test measurement is for the 90 percent call to arrival to be *7:30 minutes or less* for urban planning zones. This is comprised of three component elements: call processing time, turnout time, and travel time.

#### ***Call Processing Performance***

*Call processing time* is the time it takes to answer the 9-1-1 call, determine the nature of the emergency, enter information into the computer-aided dispatch system, and dispatch the appropriate resource(s). Best practice<sup>28</sup> is for 90 percent of calls to be processed and dispatched within 90 seconds. Where language barriers exist, or medical self-help instructions are needed, these calls should be dispatched within 120 seconds. The Merced Police Department Communications Center serves as the primary Public Safety Answering Point (PSAP) for 9-1-1 calls within the City. Table 61 shows 90<sup>th</sup> percentile call processing performance.

**Table 61—90<sup>th</sup> Percentile Call Processing Performance**

Planning Zone	Overall	2014	2015	2016
Citywide	2:06	2:02	2:01	2:15
Sta. 51	2:17	2:20	2:08	2:23
Sta. 52	1:54	2:01	1:49	1:56
Sta. 53	1:59	1:55	1:56	2:04
Sta. 54	2:07	1:53	2:01	2:22
Sta. 55	2:07	1:56	1:58	2:17

Source: City of Merced Fire Department incident records and CAD data

As Table 61 shows, Citywide call processing performance is *40 percent slower* (0:36) than best practice standards over the three-year study period. Merced Police Department Communications

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<sup>28</sup> NFPA Standard 1221 – Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems (2016)

**City of Merced Fire Department**  
*Standards of Coverage Assessment*

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Supervisor Marvin Dillsaver advised Citygate that the Communications Center currently handles approximately 500,000 incidents annually for the City Police and Fire Departments with a minimum shift staffing of two dispatch personnel and no dedicated call-taker. He further advised Citygate that the Communications Center does not monitor call processing performance, and in his opinion, minimum shift staffing should be 3-4 dispatchers plus a dedicated call-taker to appropriately handle current workload. Although the Fire Department has no direct control over 9-1-1 call processing performance, it is a significant element of its overall response performance and associated customer service, and Citygate suggests that the Department collaborate with the Police Department and City Manager's Office to seek solution(s) to improve call processing performance to a level more in alignment with industry-recognized best practice standards.

### ***Turnout Performance***

Turnout time is the time it takes for station crew(s) to hear the dispatch message, confirm the response travel route, don appropriate safety clothing, and board the apparatus for response. While a nationally recognized best practice for crew turnout is 60 to 80 seconds,<sup>29</sup> it has long been recognized as a standard rarely met in practical experience. Citygate has long recommended that, due to this and the floor plan design of some fire stations, most agencies should be able to reasonably achieve 2:00-minute crew turnout performance at 90 percent compliance. Table 62 shows 90<sup>th</sup> percentile crew turnout performance.

**Table 62—90<sup>th</sup> Percentile Crew Turnout Performance**

Planning Zone	Overall	2014	2015	2016
Citywide	1:55	1:57	1:55	1:53
Sta. 51	1:53	2:00	1:51	1:50
Sta. 52	1:45	1:43	1:41	1:48
Sta. 53	1:51	1:52	1:51	1:49
Sta. 54	1:58	2:01	1:56	1:57
Sta. 55	2:12	2:18	2:15	2:05

Source: City of Merced Fire Department incident records and CAD data

As Table 62 shows, Citywide turnout time performance is *better* than the Citygate-recommended 2:00-minute target by 5 seconds (4.17 percent) over the three-year study period.

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<sup>29</sup> NFPA 1710 – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments (2016)

## Travel Time

*Travel time* is defined as the time segment that begins with the start of apparatus movement and ends when that apparatus stops moving upon arrival at the emergency. It is important to understand that this time segment *does not include* the time required to exit the apparatus and walk to an EMS patient or to deploy a hose line on a fire.

### First-Due Travel Time

The best practice standard for first-due travel time is 4:00 minutes or less for urban demand zones.<sup>30</sup> Table 63 shows 90<sup>th</sup> percentile first-due travel time performance.

**Table 63—90<sup>th</sup> Percentile First-Due Travel Time Performance**

Planning Zone	Overall	2014	2015	2016
Citywide	4:40	4:34	4:37	4:45
Sta. 51	4:37	4:29	4:33	4:45
Sta. 52	4:45	4:32	4:48	4:52
Sta. 53	4:26	4:20	4:24	4:31
Sta. 54	4:46	4:51	4:43	4:47
Sta. 55	4:50	4:51	4:43	4:52

Source: City of Merced Fire Department incident records and CAD data

As Table 63 shows, first-due travel time performance for 90 percent of incidents fails to meet the recommended 4:00-minute goal by nearly 17 percent (40 seconds).

### Effective Response Force Travel Time

The Department's ERF for building fires is four engines, one ladder truck, and one Battalion Chief. Over the three-year study period, there were 81 incidents where the full ERF deployment arrived at the incident. Best practice standards for ERF travel time is 8:00 minutes or less for urban/suburban areas.<sup>31</sup> As Table 64 shows, Citywide 90<sup>th</sup>-percentile ERF travel time performance for four apparatus and one Battalion Chief is 3:41 *slower* (46 percent) than the 8:00-minute target over the three-year study period. It is also important to note that while the Citywide analysis involves a relatively stable sample size of 81 incidents, many of the individual station travel time

<sup>30</sup> NFPA 1710 – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments (2016)

<sup>31</sup> NFPA 1710 – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments (2016)

**City of Merced Fire Department**  
*Standards of Coverage Assessment*

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analyses involve a much smaller sample size. Smaller sample sizes are more volatile and can readily change significantly from year-to-year depending on the number and locations of incidents.

**Table 64—90<sup>th</sup> Percentile ERF Travel Time Performance**

Planning Zone	Overall	2014	2015	2016
Citywide	11:41	12:54	10:01	10:14
Sta. 51	10:14	7:40	12:15	9:54
Sta. 52	9:52	9:52	8:43	12:33
Sta. 53	9:40	8:59	10:01	8:50
Sta. 54	12:54	13:09	8:56	11:41
Sta. 55	13:44	8:04	7:53	13:44

Source: City of Merced Fire Department incident records and CAD data

***Dispatch to First Arrival Performance***

Citygate’s recommended dispatch to first unit arrival time for positive outcomes is 6:00 minutes or less in urban/suburban zones. Dispatch to arrival time includes crew turnout time and travel time. Table 65 summarizes dispatch to first arrival performance over the three-year study period.

**Table 65—90<sup>th</sup> Percentile Dispatch to First-Due Performance**

Planning Zone	Overall	2014	2015	2016
Citywide	6:00	5:59	5:55	6:04
Sta. 51	5:53	6:01	5:49	5:52
Sta. 52	6:03	5:52	6:02	6:09
Sta. 53	5:49	5:42	5:47	5:55
Sta. 54	6:10	6:14	5:57	6:14
Sta. 55	6:16	6:17	6:05	6:20

Source: City of Merced Fire Department incident records and CAD data

As Table 65 shows, Citywide dispatch to first arrival performance *meets* the recommended best practice goal of 6:00 minutes or less for positive outcomes in urban planning zones.

***Call to Arrival Performance***

A person needing help in an emergency measures the speed of the fire department response from the time assistance is first requested until the help arrives. This measure, referred to as “call to first arrival,” is the primary measure of customer service. Citygate’s recommended best practice for

**City of Merced Fire Department**  
*Standards of Coverage Assessment*

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call to first arrival is 7:30 minutes or less for urban/suburban areas at 90 percent or better reliability. Table 66 summarizes call to first arrival performance by station by year.

**Table 66—90<sup>th</sup> Percentile Call to First Arrival Performance**

Planning Zone	Overall	2014	2015	2016
Citywide	7:32	7:26	7:20	7:43
Sta. 51	7:32	7:35	7:16	7:41
Sta. 52	7:30	7:16	7:33	7:38
Sta. 53	7:15	7:12	7:01	7:30
Sta. 54	7:36	7:26	7:24	7:52
Sta. 55	7:54	8:07	7:36	8:04

Source: City of Merced Fire Department incident records and CAD data

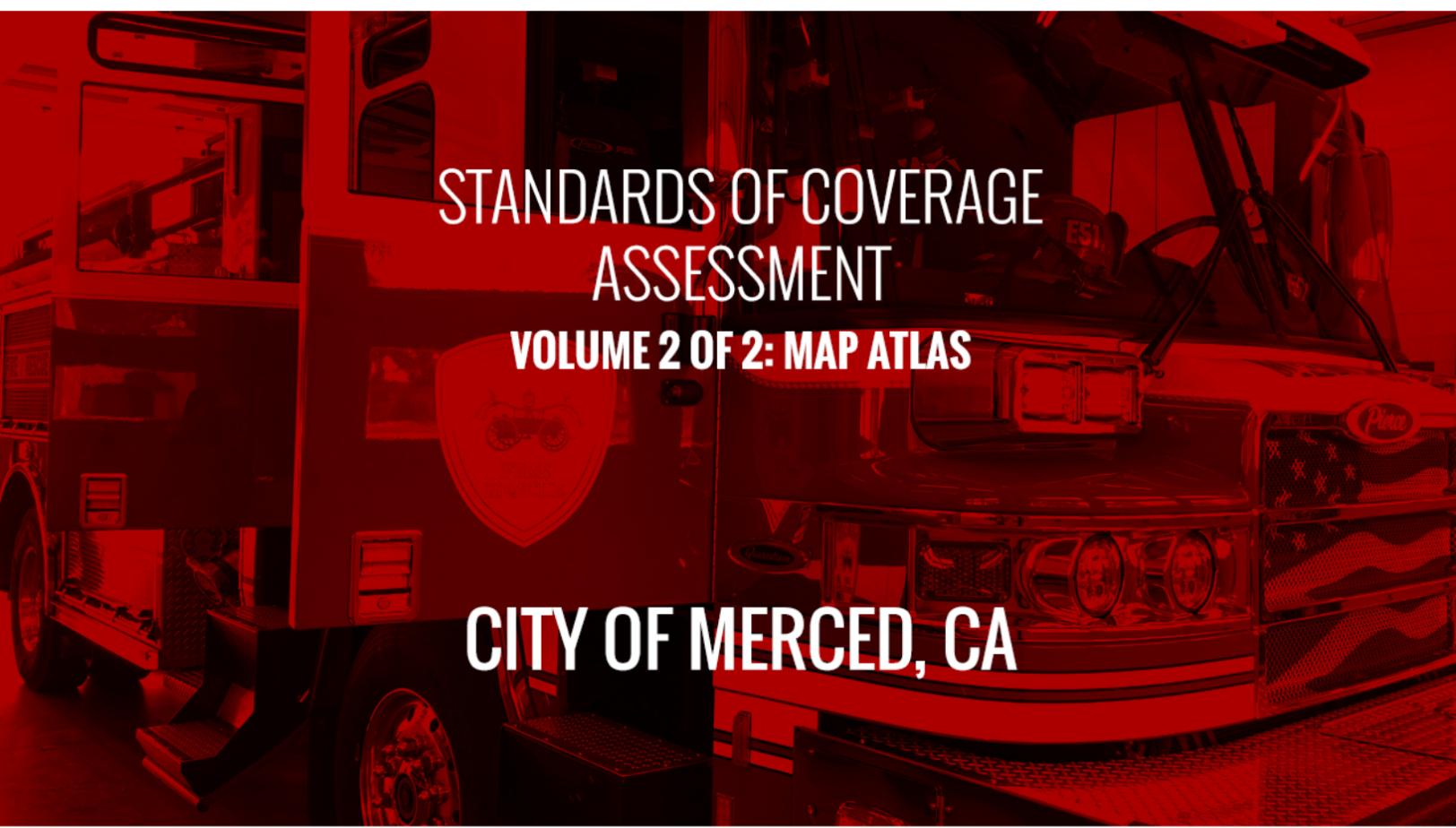
As Table 66 indicates, Citywide call to arrival performance *meets* the recommended goal of 7:30 minutes or less to facilitate desired outcomes in urban areas.

Table 67 summarizes call to ERF arrival performance for serious incidents requiring three engines, the ladder truck, and a Chief Officer to resolve. Citygate’s recommended best practice for call to ERF arrival is 11:30 minutes or less for urban/suburban areas at 90 percent or better reliability. As Table 67 shows, call to ERF arrival performance *nearly meets* the recommended 11:30-minute goal.

**Table 67—90<sup>th</sup> Percentile Call to ERF Arrival Performance**

Planning Zone	Overall	2014	2015	2016
Citywide	12:02	13:38	10:05	11:54
Sta. 51	11:30	08:30	14:21	10:04
Sta. 52	10:59	10:59	09:32	14:55
Sta. 53	10:36	09:50	12:17	11:54
Sta. 54	13:38	13:44	09:57	12:16
Sta. 55	10:46	10:10	09:06	10:46

Source: City of Merced Fire Department incident records and CAD data



STANDARDS OF COVERAGE  
ASSESSMENT

VOLUME 2 OF 2: MAP ATLAS

CITY OF MERCED, CA

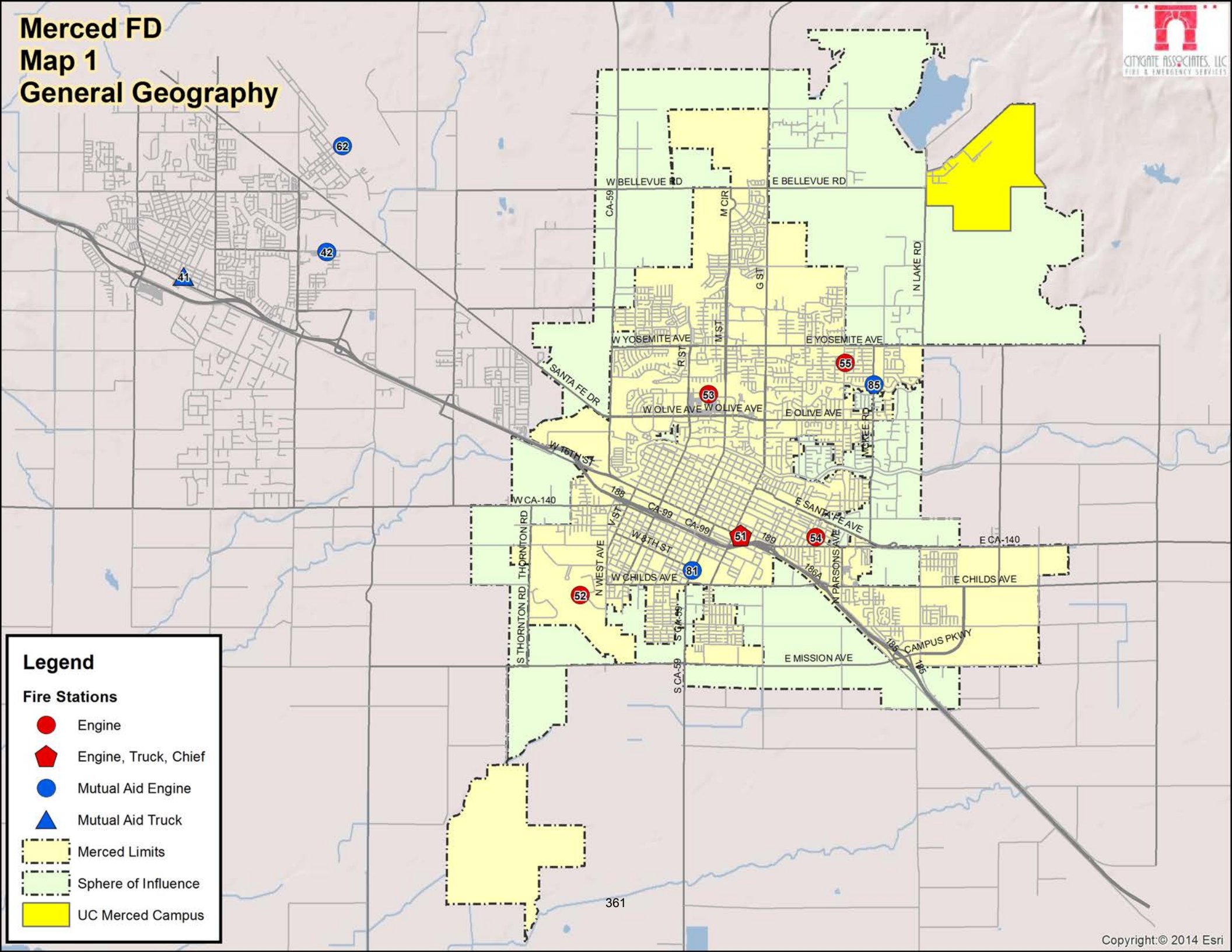
MARCH 29, 2018

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# Merced FD

## Map 1

### General Geography



**Legend**

**Fire Stations**

●

 Engine

⬠

 Engine, Truck, Chief

●

 Mutual Aid Engine

▲

 Mutual Aid Truck

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 Merced Limits

...

 Sphere of Influence

■

 UC Merced Campus

# Merced FD

## Map 2

### Risk: Planning Zones



**Legend**

**Fire Stations**

Engine

Engine, Truck, Chief

Mutual Aid Engine

Mutual Aid Truck

51 First Due Area

52 First Due Area

53 First Due Area

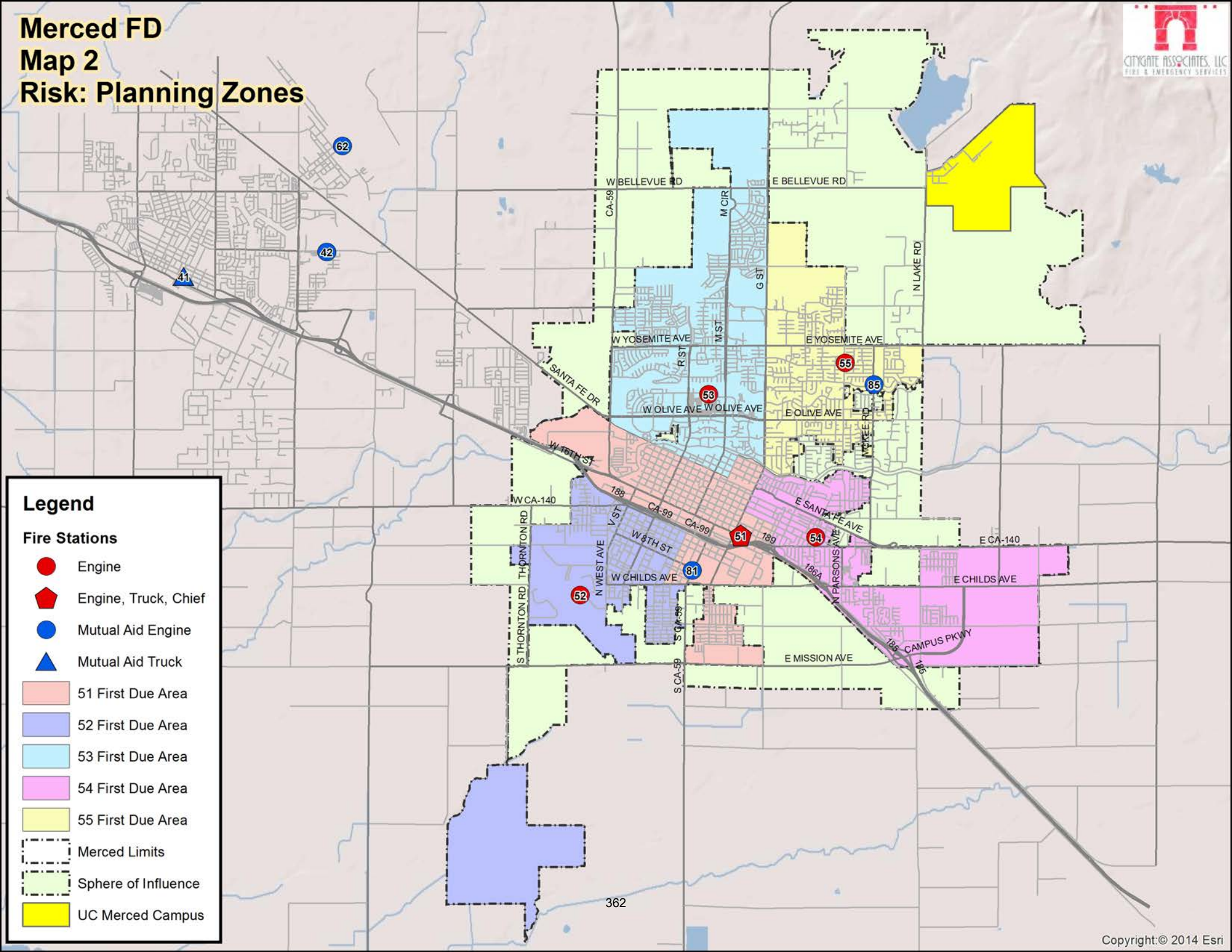
54 First Due Area

55 First Due Area

Merced Limits

Sphere of Influence

UC Merced Campus







# Merced FD

## Map 3




### Risk: Critical Facilities

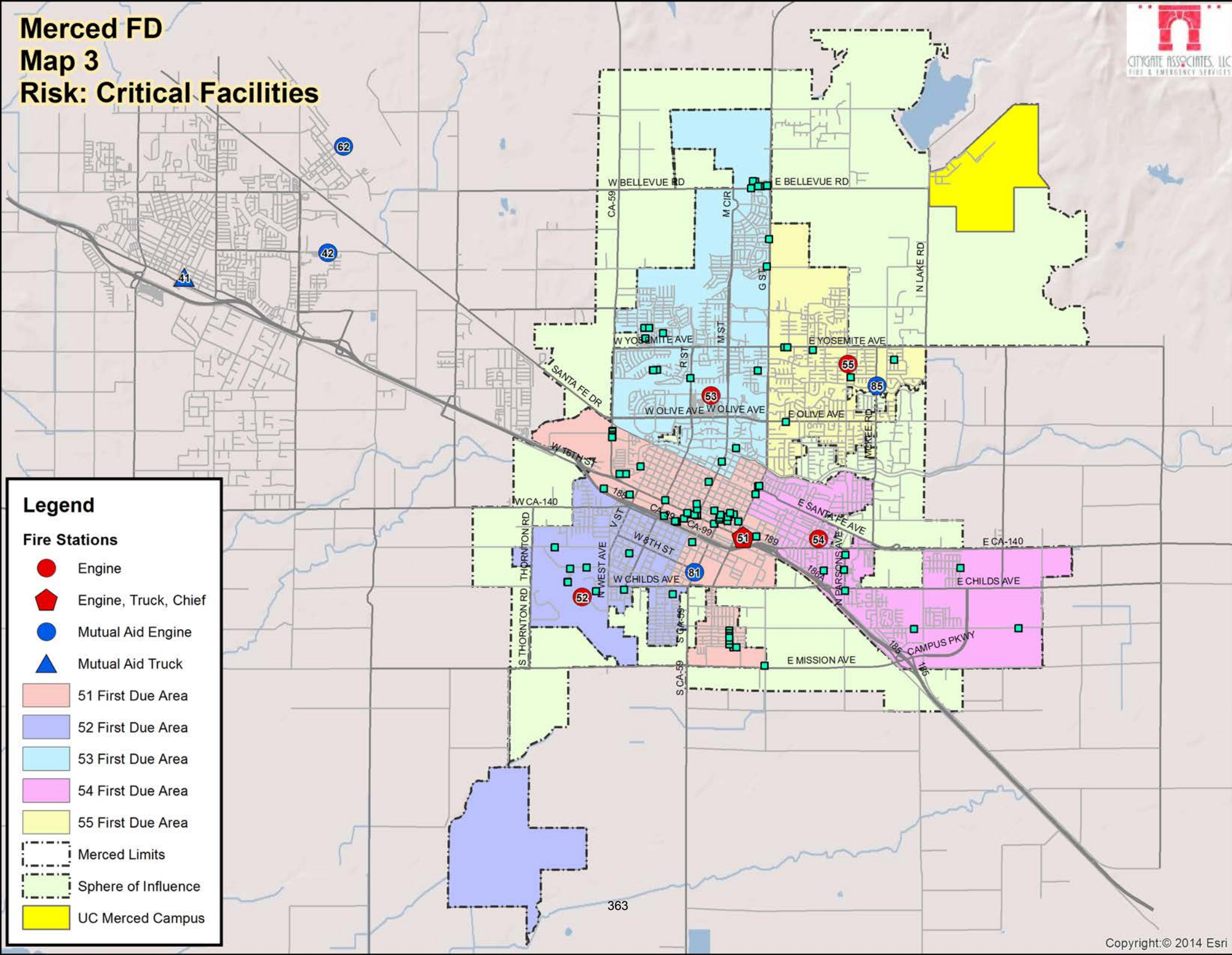
#### Legend

##### Fire Stations

-  Engine
-  Engine, Truck, Chief
-  Mutual Aid Engine
-  Mutual Aid Truck

-  51 First Due Area
-  52 First Due Area
-  53 First Due Area
-  54 First Due Area
-  55 First Due Area

-  Merced Limits
-  Sphere of Influence
-  UC Merced Campus



**Merced FD**  
**Map 4**  
**Risk: High NFF**  
**Sites >1,500 GPM**

**Legend**

**Fire Stations**

- Engine
- ◆ Engine, Truck, Chief
- Mutual Aid Engine
- ▲ Mutual Aid Truck

51 First Due Area

52 First Due Area

53 First Due Area

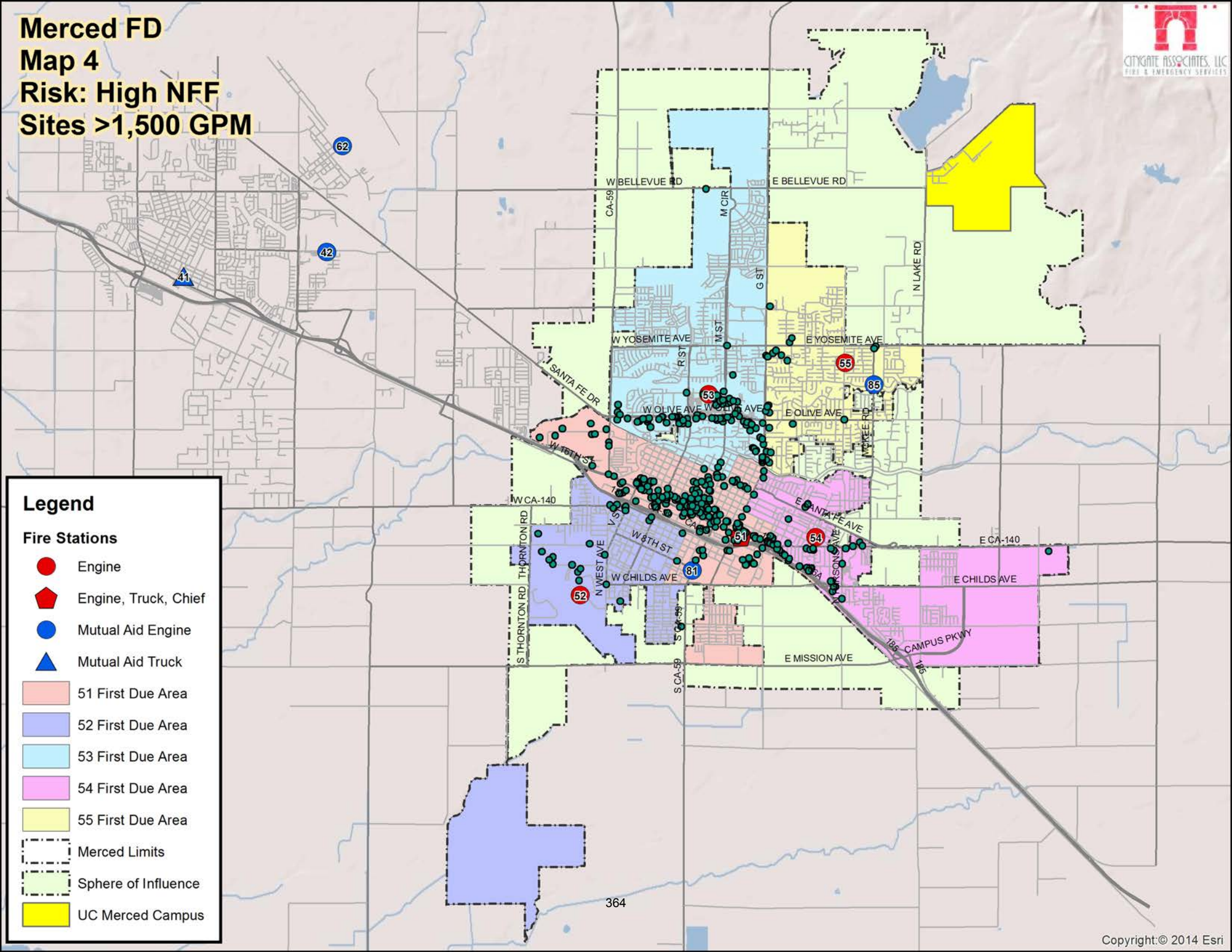
54 First Due Area

55 First Due Area

Merced Limits

Sphere of Influence

UC Merced Campus



# Merced FD

## Map 5

### Risk: Population Densities



**Legend**

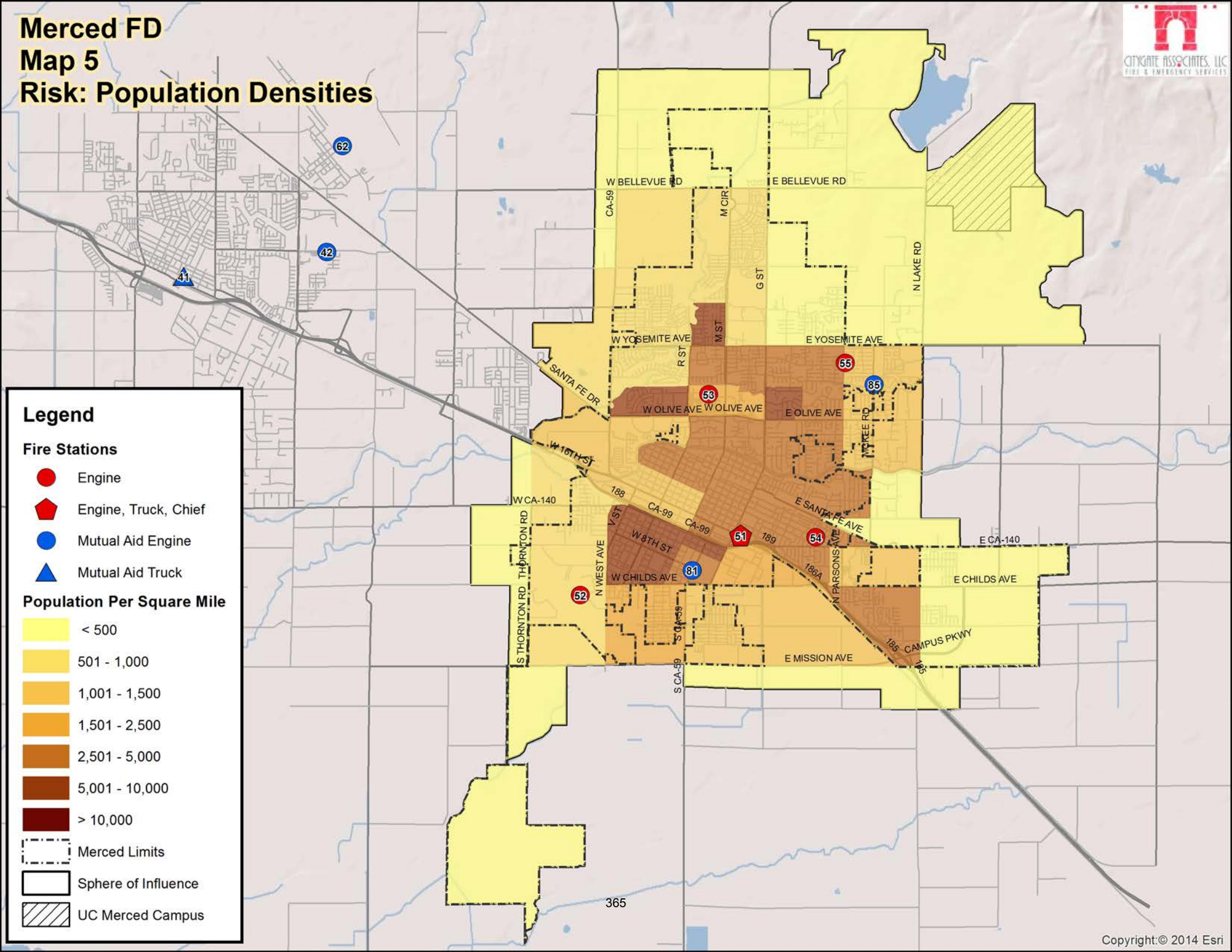
**Fire Stations**

- Engine
- Engine, Truck, Chief
- Mutual Aid Engine
- Mutual Aid Truck

**Population Per Square Mile**

- < 500
- 501 - 1,000
- 1,001 - 1,500
- 1,501 - 2,500
- 2,501 - 5,000
- 5,001 - 10,000
- > 10,000

- Merced Limits
- Sphere of Influence
- UC Merced Campus



# Merced FD

## Map 6

### Risk: High-Risk Building Occupancies

**Legend**

**Fire Stations**

- Engine
- Engine, Truck, Chief
- Mutual Aid Engine
- Mutual Aid Truck

**Occupancies**

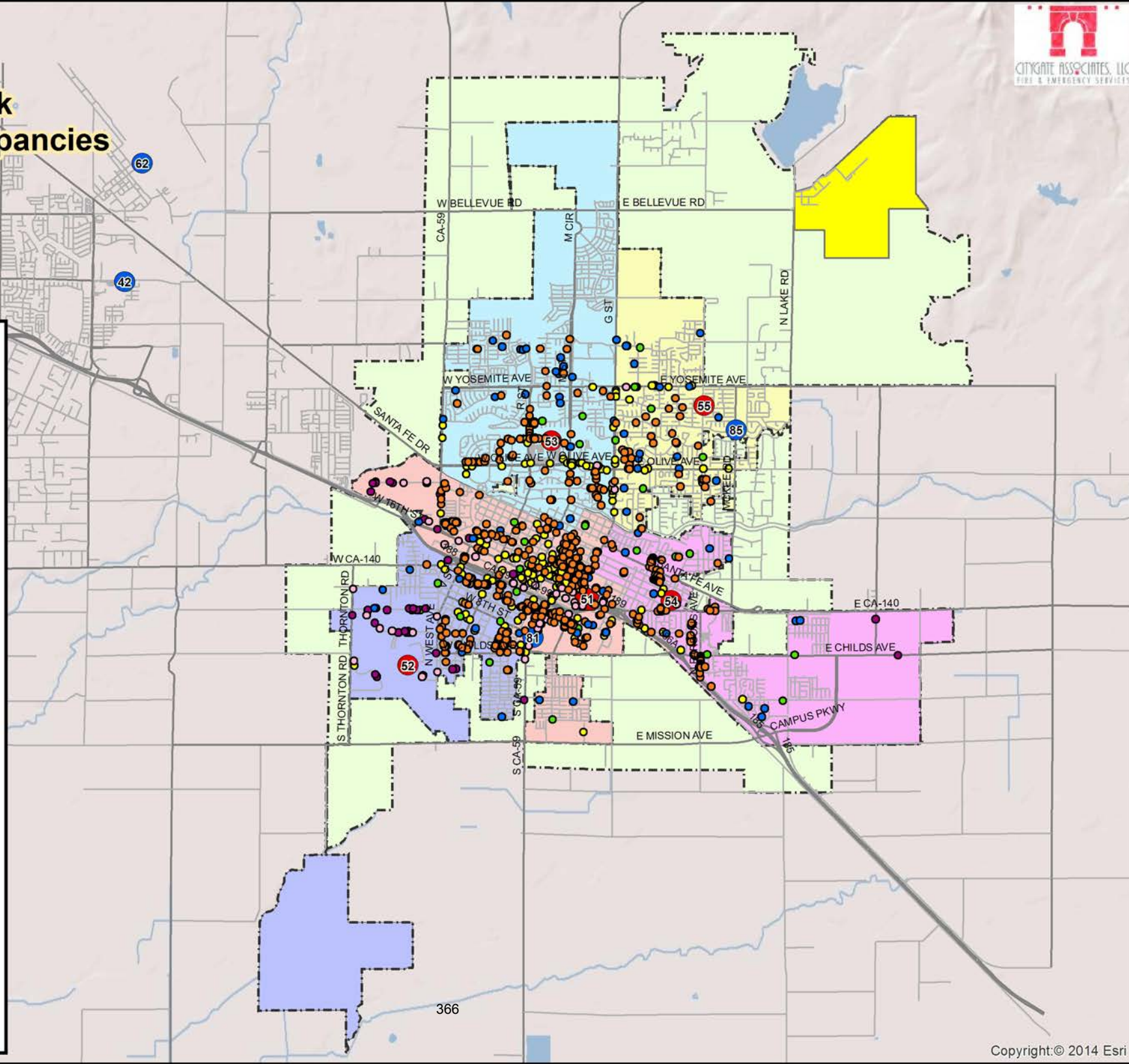
- "A" Occupancies
- "E" Occupancies
- "F" Occupancies
- "H" Occupancies
- "I" Occupancies
- "R" Occupancies

**First Due Areas**

- 51 First Due Area
- 52 First Due Area
- 53 First Due Area
- 54 First Due Area
- 55 First Due Area

**Boundaries**





- Merced Limits
- Sphere of Influence
- UC Merced Campus






# Merced FD Map 7 Risk: Hazardous Materials Sites

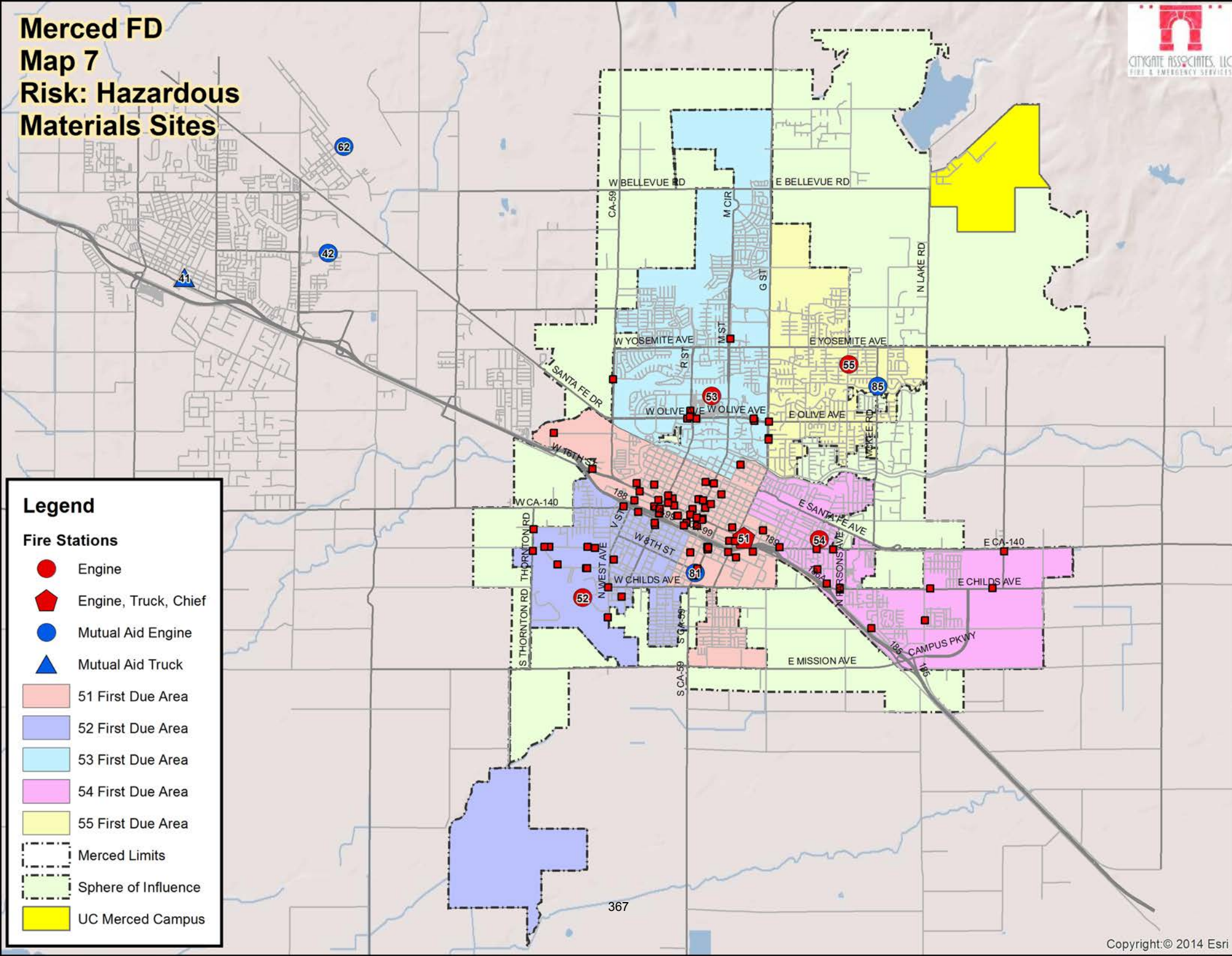
## Legend

### Fire Stations

-  Engine
-  Engine, Truck, Chief
-  Mutual Aid Engine
-  Mutual Aid Truck

-  51 First Due Area
-  52 First Due Area
-  53 First Due Area
-  54 First Due Area
-  55 First Due Area

-  Merced Limits
-  Sphere of Influence
-  UC Merced Campus



# Merced FD

## Map 8

### 1st Due Map

### 4 Minute Travel - 1 Engine

**Legend**

**Fire Stations**

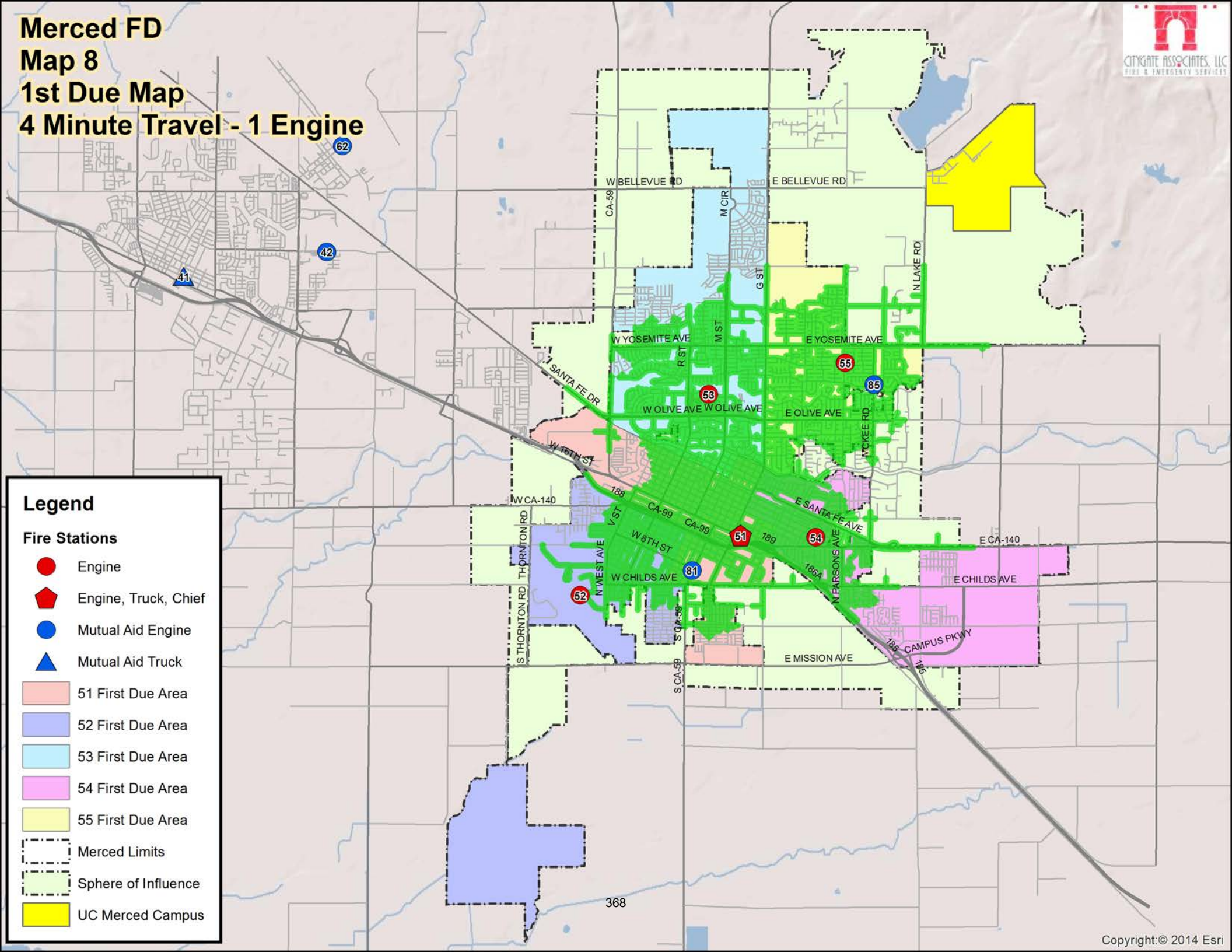
- Engine
- Engine, Truck, Chief
- Mutual Aid Engine
- Mutual Aid Truck

**First Due Areas**

- 51 First Due Area
- 52 First Due Area
- 53 First Due Area
- 54 First Due Area
- 55 First Due Area

**Boundaries**

- Merced Limits
- Sphere of Influence
- UC Merced Campus



# Merced FD

## Map 9

### 1st Due Map

### 1 Engine

### 5, 6, 7, 8 Minute Travel

#### Legend

**Fire Stations**

- Engine
- ◆ Engine, Truck, Chief
- Mutual Aid Engine
- ▲ Mutual Aid Truck

**Travel Time**

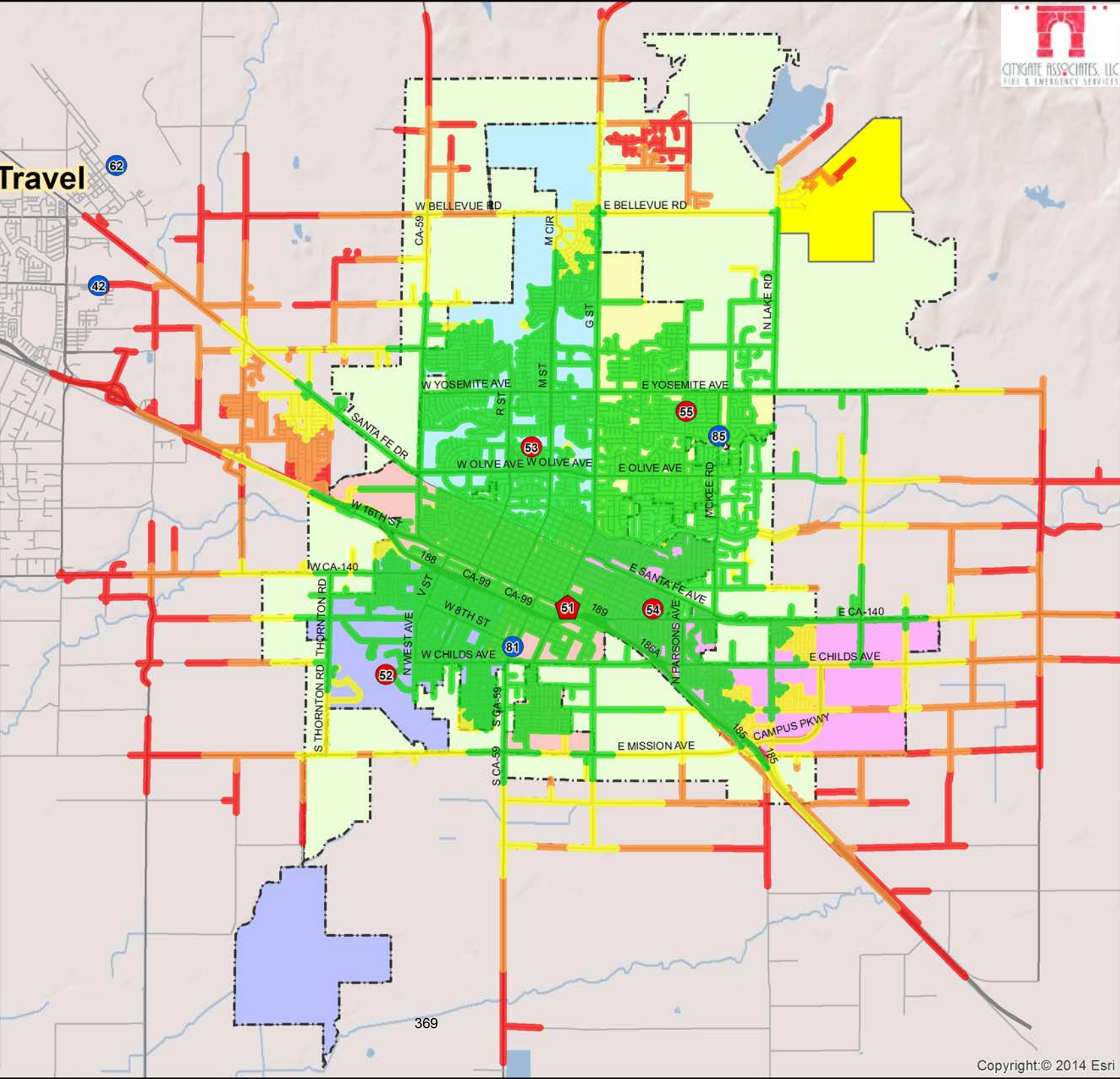
- 5 Minute Engine Travel
- 6 Minute Engine Travel
- 7 Minute Engine Travel
- 8 Minute Engine Travel

**First Due Areas**

- 51 First Due Area
- 52 First Due Area
- 53 First Due Area
- 54 First Due Area
- 55 First Due Area

**Other Features**

- Merced Limits
- Sphere of Influence
- UC Merced Campus



# Merced FD

## Map 10

### 1st Due Map

### 1 Engine

### 5, 6, 7, 8 Minute Travel

### no railroad crossings

#### Legend

##### Fire Stations

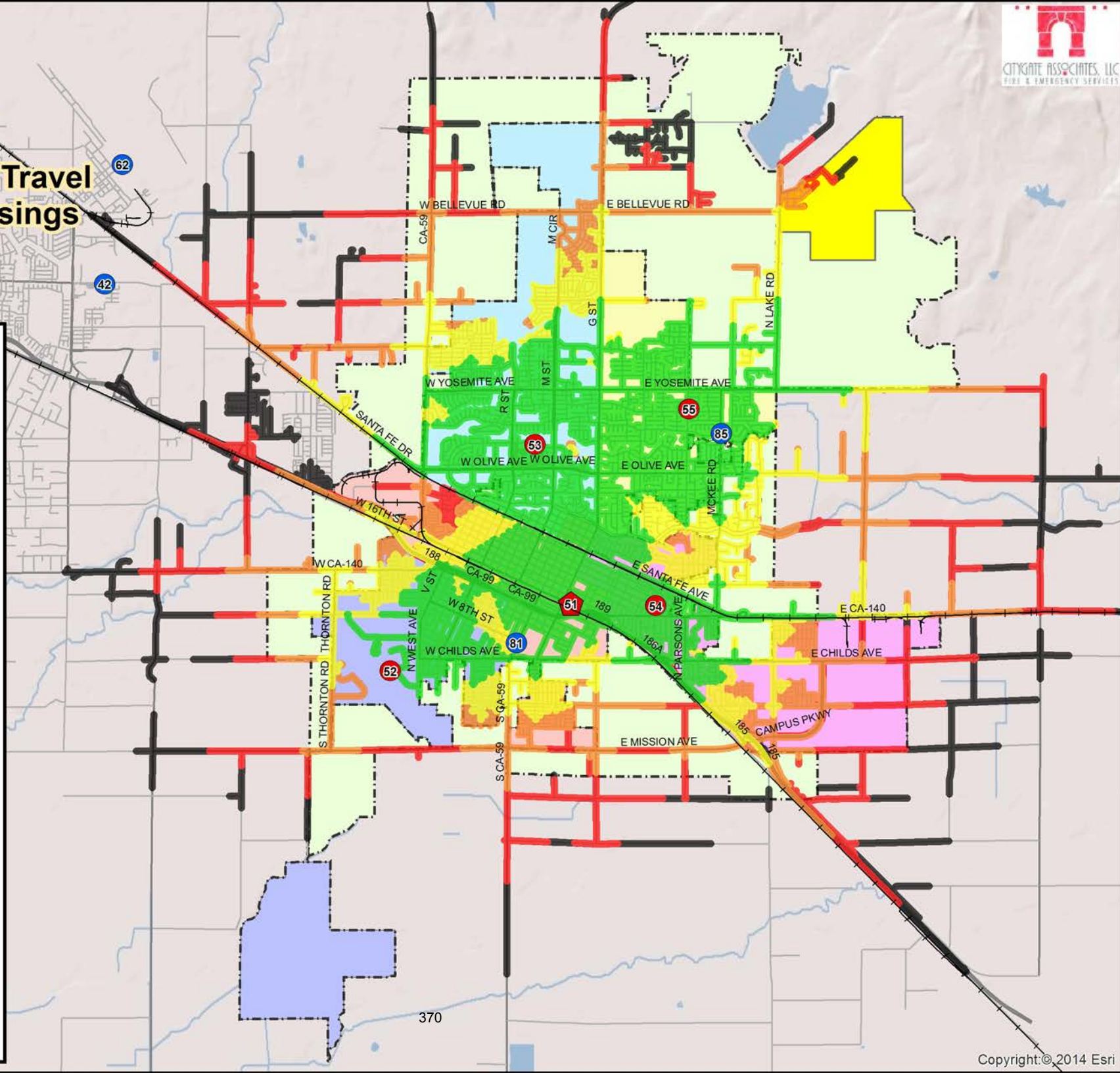
- Engine
- ◆ Engine, Truck, Chief
- Mutual Aid Engine
- ▲ Mutual Aid Truck

- 4 Minute Engine Travel
- 5 Minute Engine Travel
- 6 Minute Engine Travel
- 7 Minute Engine Travel
- 8 Minute Engine Travel

##### Railroads

- 51 First Due Area
- 52 First Due Area
- 53 First Due Area
- 54 First Due Area
- 55 First Due Area

- Merced Limits
- Sphere of Influence
- UC Merced Campus



# Merced FD

## Map 11

### ISO 1.5 Mile Travel Distance

**Legend**

**Fire Stations**

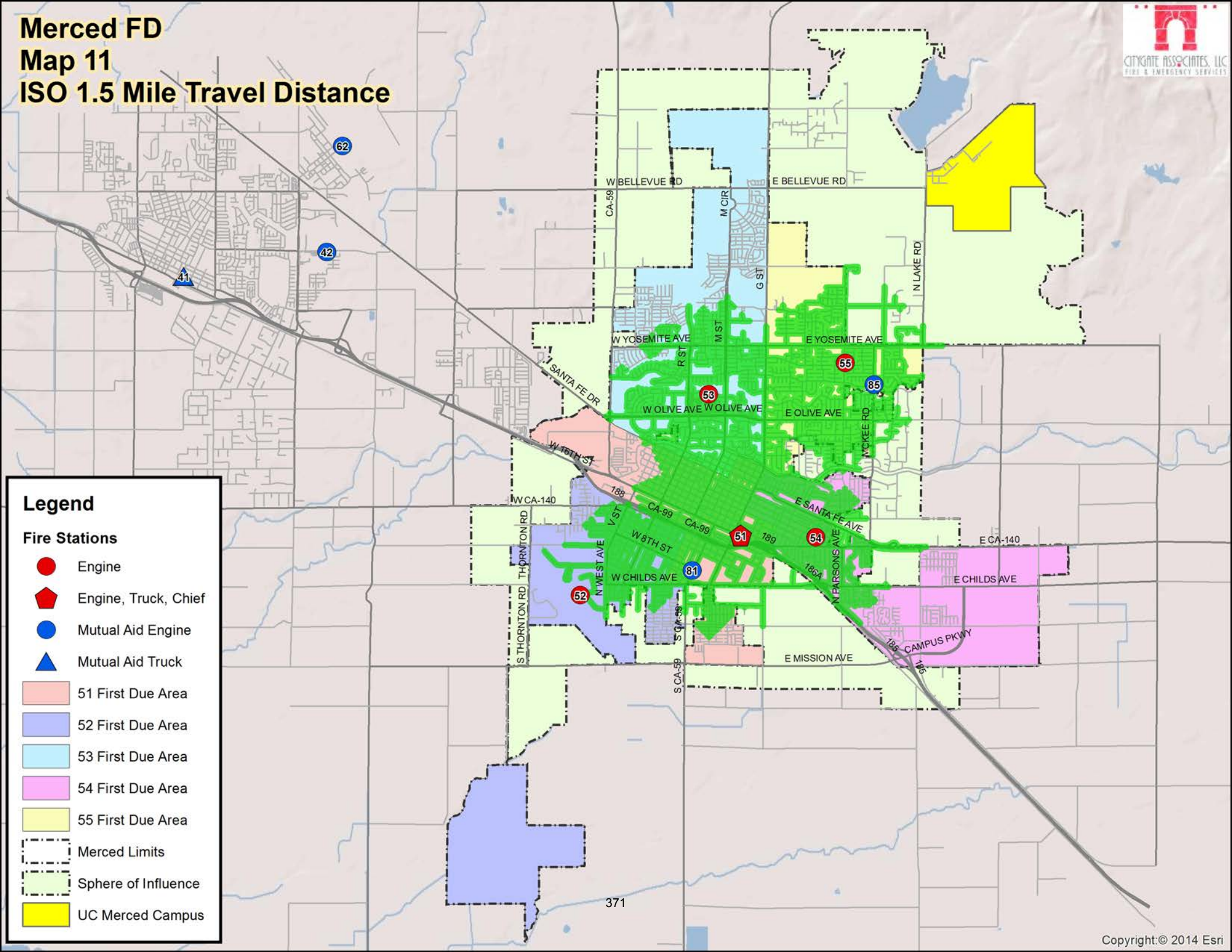
- Engine
- Engine, Truck, Chief
- Mutual Aid Engine
- Mutual Aid Truck

**First Due Areas**

- 51 First Due Area
- 52 First Due Area
- 53 First Due Area
- 54 First Due Area
- 55 First Due Area

**Boundaries**

- Merced Limits
- Sphere of Influence
- UC Merced Campus



# Merced FD

## Map 12

### 8 Minute ERF Travel: 1 BC, 3 Engines, 1 Truck

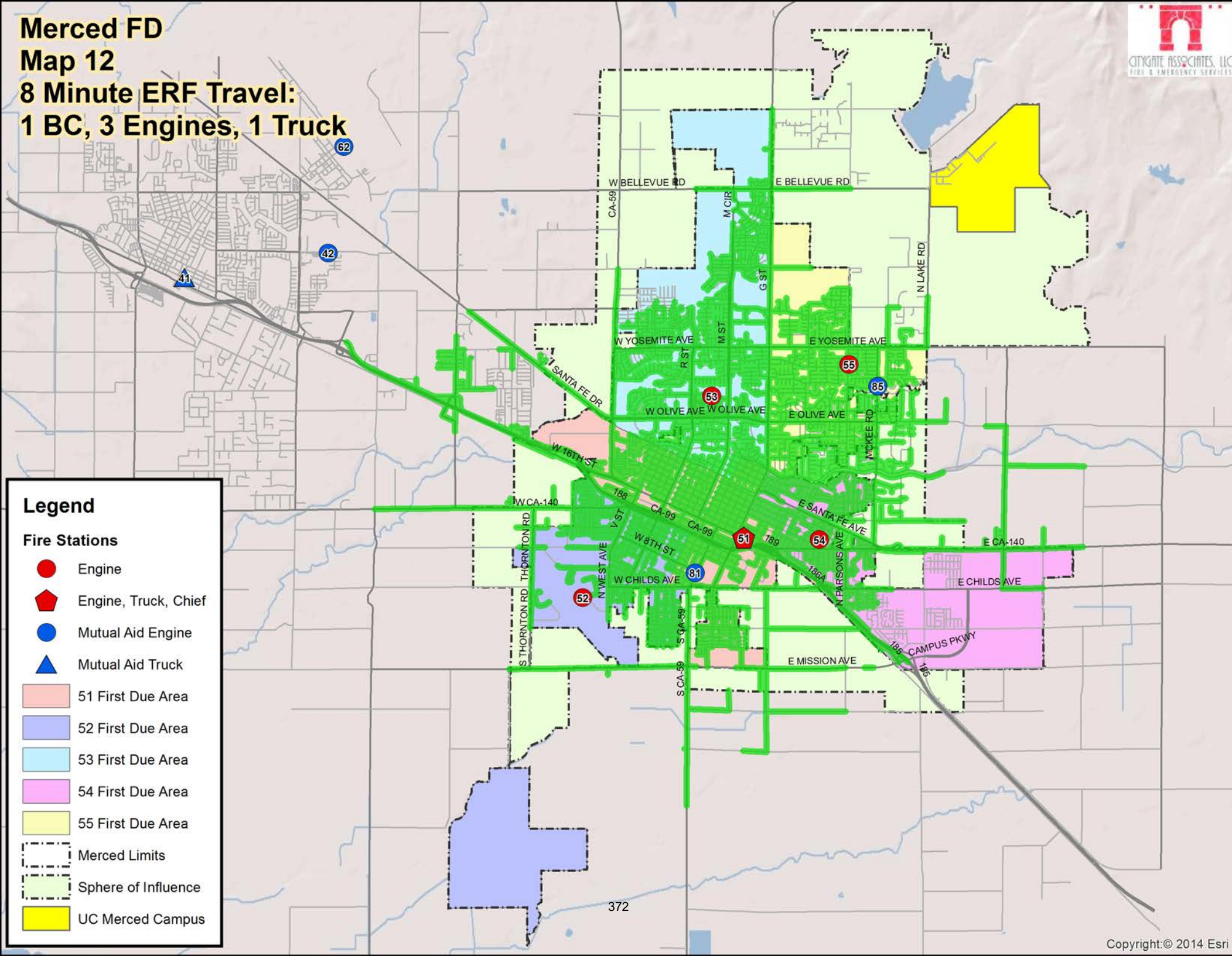
#### Legend

##### Fire Stations

- Engine
- ◆ Engine, Truck, Chief
- Mutual Aid Engine
- ▲ Mutual Aid Truck

- 51 First Due Area
- 52 First Due Area
- 53 First Due Area
- 54 First Due Area
- 55 First Due Area

- Merced Limits
- Sphere of Influence
- UC Merced Campus



# Merced FD

## Map 13

### 8 Minute Travel - 1 Truck



**Legend**

**Fire Stations**

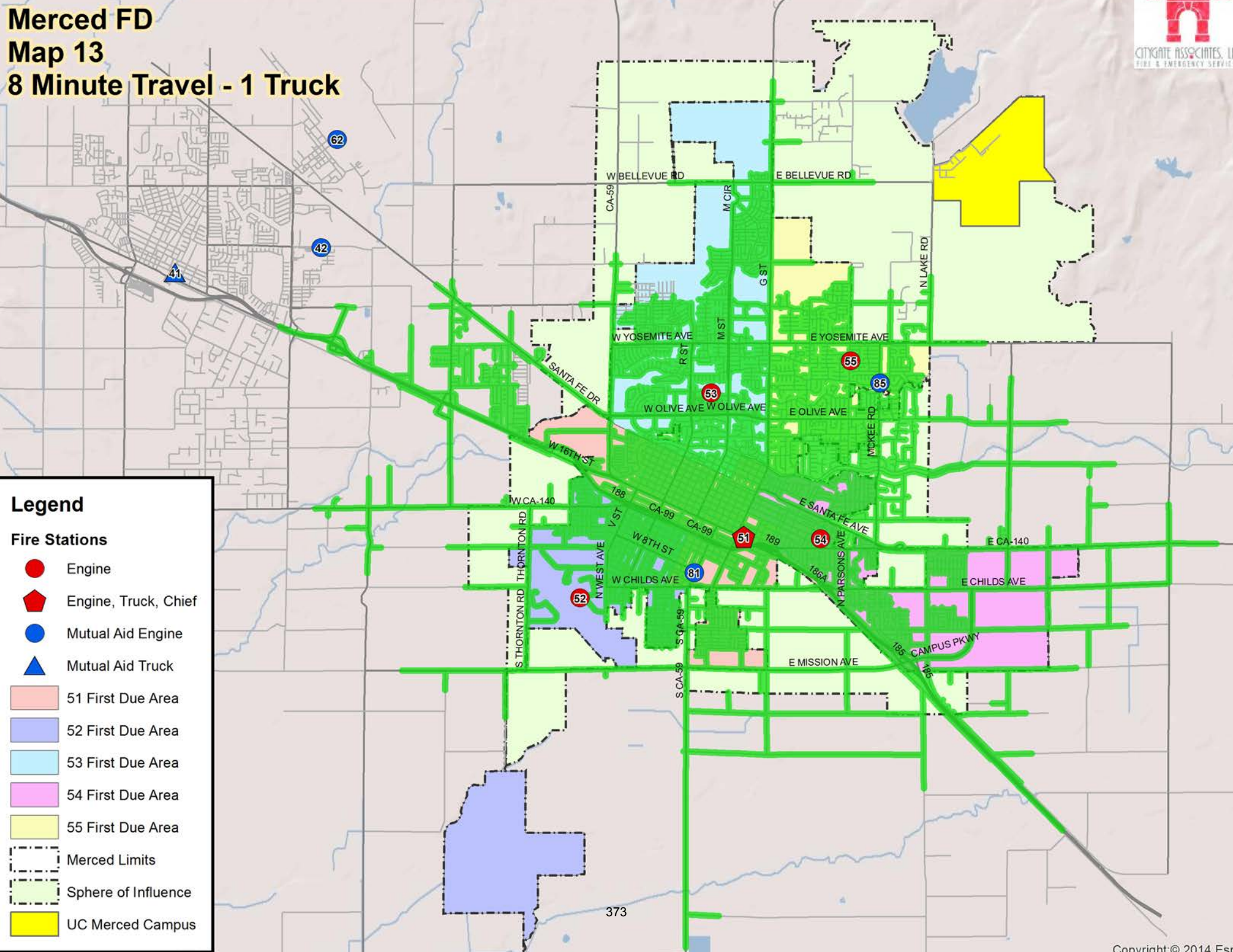
- Engine
- Engine, Truck, Chief
- Mutual Aid Engine
- Mutual Aid Truck

**First Due Areas**

- 51 First Due Area
- 52 First Due Area
- 53 First Due Area
- 54 First Due Area
- 55 First Due Area

**Boundaries**

- Merced Limits
- Sphere of Influence
- UC Merced Campus



# Merced FD

## Map 14

### 8 Minute Travel - 1 BC



### Legend

**Fire Stations**

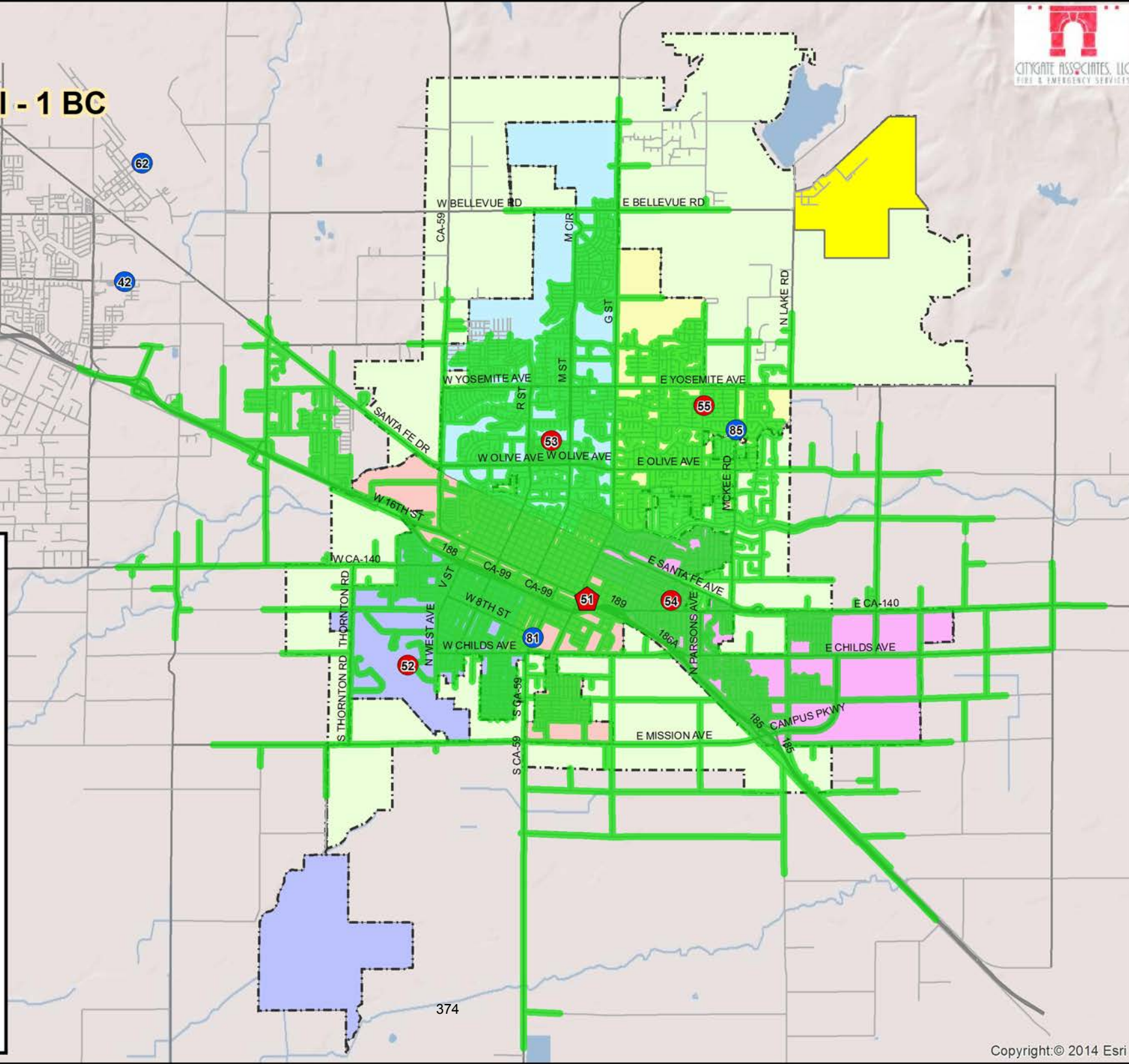
- Engine
- Engine, Truck, Chief
- Mutual Aid Engine
- Mutual Aid Truck

**First Due Areas**

- 51 First Due Area
- 52 First Due Area
- 53 First Due Area
- 54 First Due Area
- 55 First Due Area

**Boundaries**

- Merced Limits
- Sphere of Influence
- UC Merced Campus



# Merced FD

## Map 15

### All Incidents

1/1/2014 - 12/31/2016

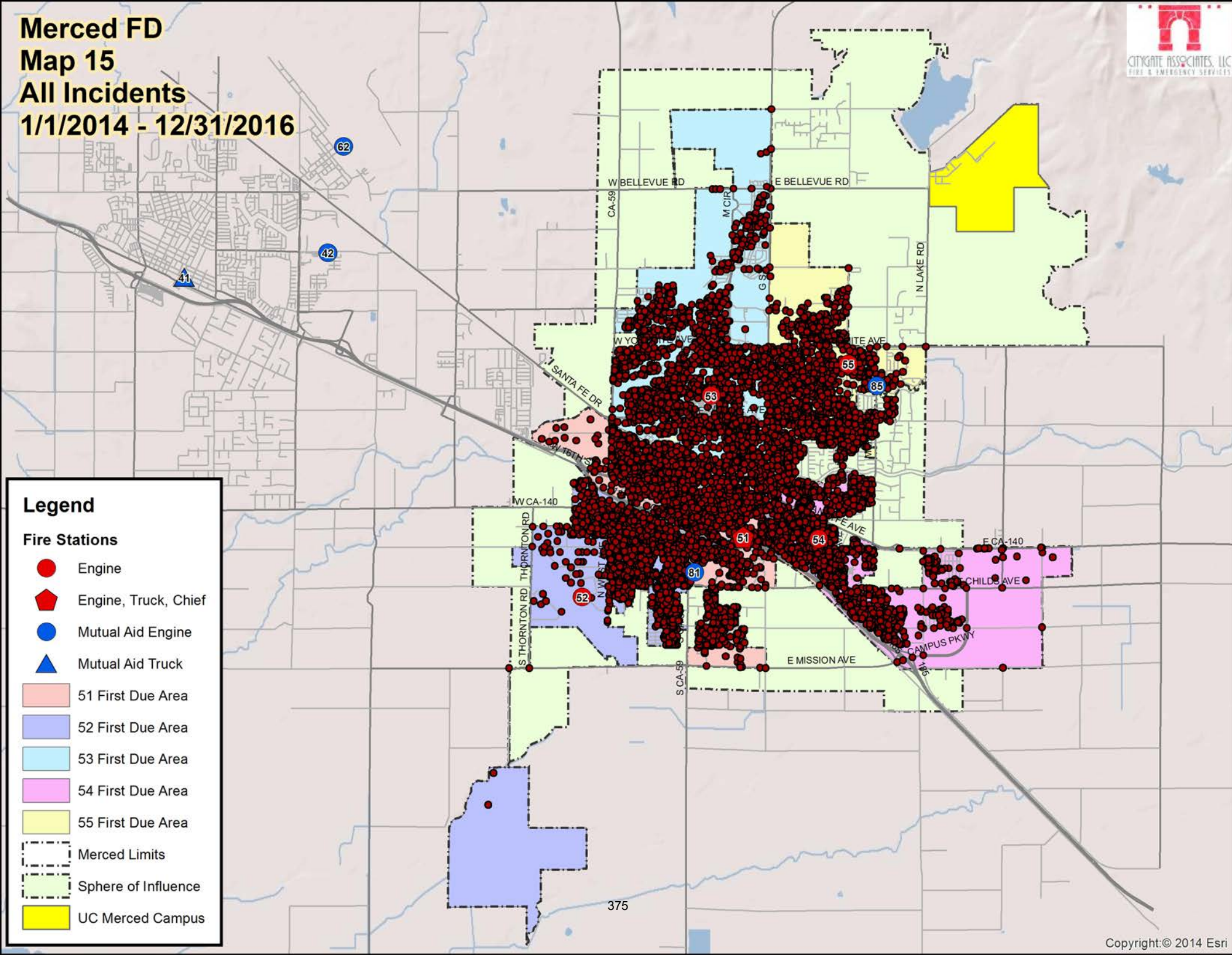
### Legend

#### Fire Stations

- Engine
- ◆ Engine, Truck, Chief
- Mutual Aid Engine
- ▲ Mutual Aid Truck

- 51 First Due Area
- 52 First Due Area
- 53 First Due Area
- 54 First Due Area
- 55 First Due Area

- Merced Limits
- Sphere of Influence
- UC Merced Campus



# Merced FD

## Map 16

### All EMS & Rescue Incident

1/1/2014 - 12/31/2016



**Legend**

**Fire Stations**

Engine

Engine, Truck, Chief

Mutual Aid Engine

Mutual Aid Truck

51 First Due Area

52 First Due Area

53 First Due Area

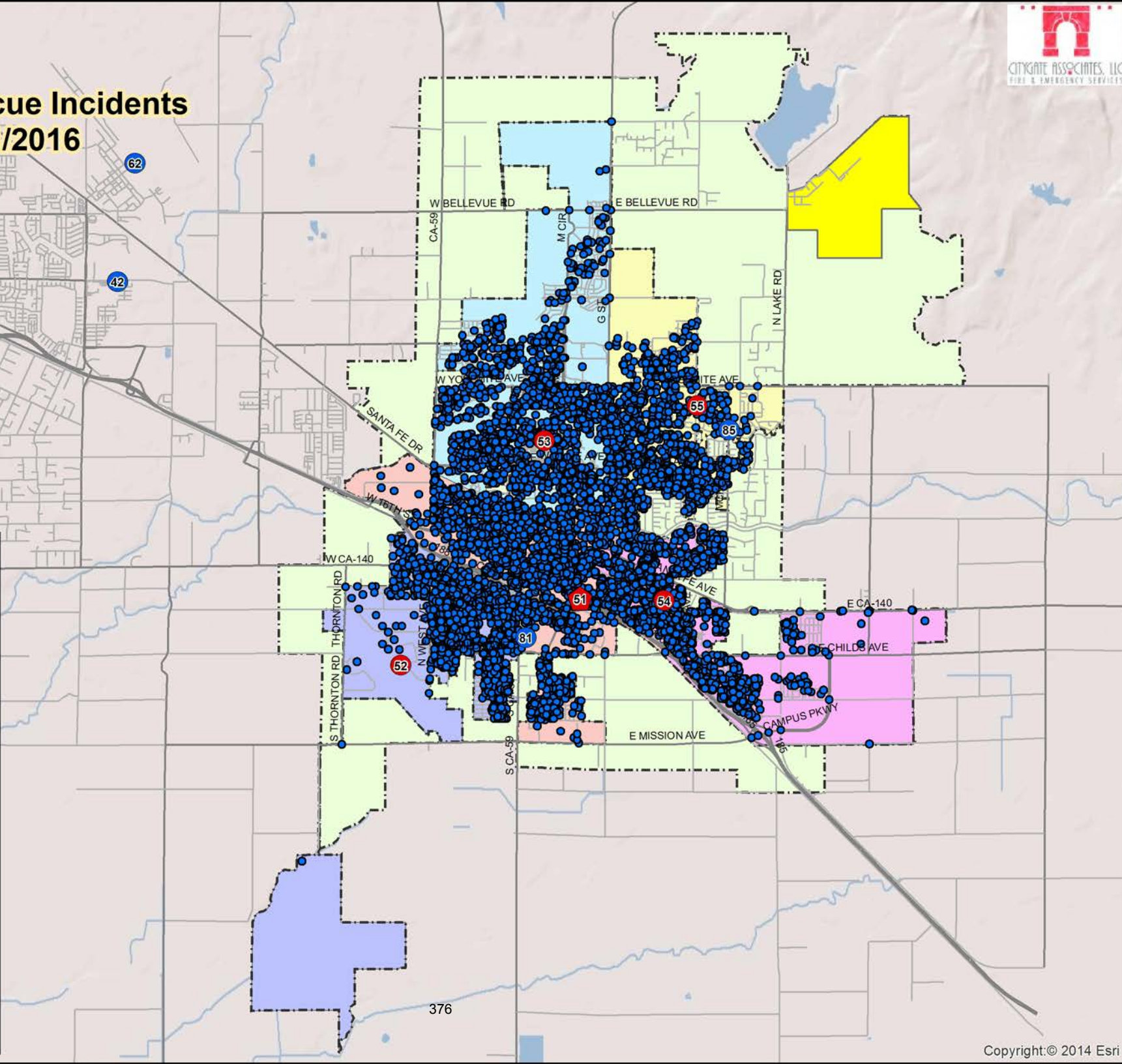
54 First Due Area

55 First Due Area

Merced Limits

Sphere of Influence

UC Merced Campus



# Merced FD

## Map 17

### All Fires

1/1/2014 - 12/31/2016

### Legend

**Fire Stations**

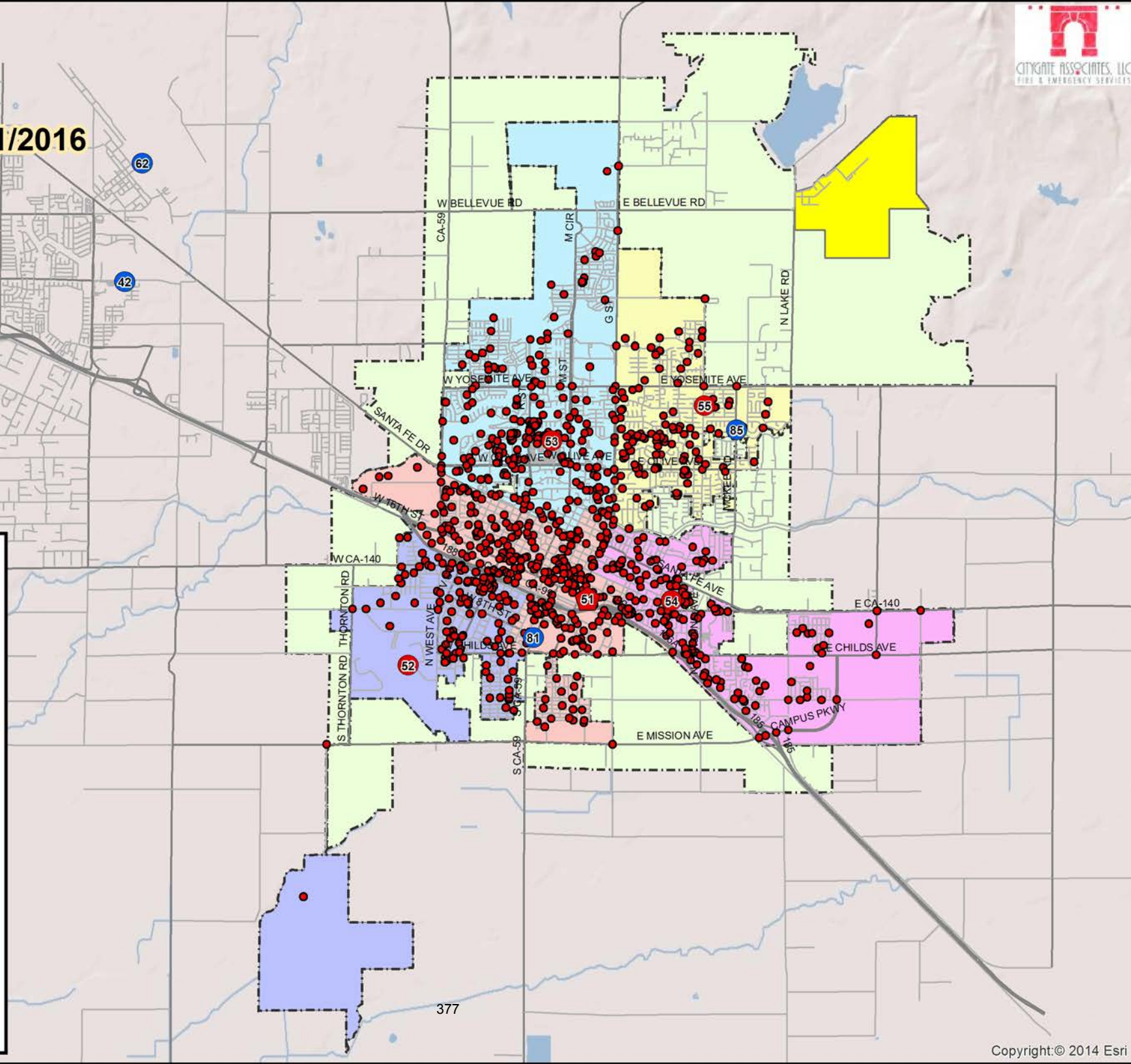
- Engine
- Engine, Truck, Chief
- Mutual Aid Engine
- Mutual Aid Truck

**First Due Areas**

- 51 First Due Area
- 52 First Due Area
- 53 First Due Area
- 54 First Due Area
- 55 First Due Area

**Boundaries**

- Merced Limits
- Sphere of Influence
- UC Merced Campus



# Merced FD

## Map 18

### All Structure Fires

1/1/2014 - 12/31/2016

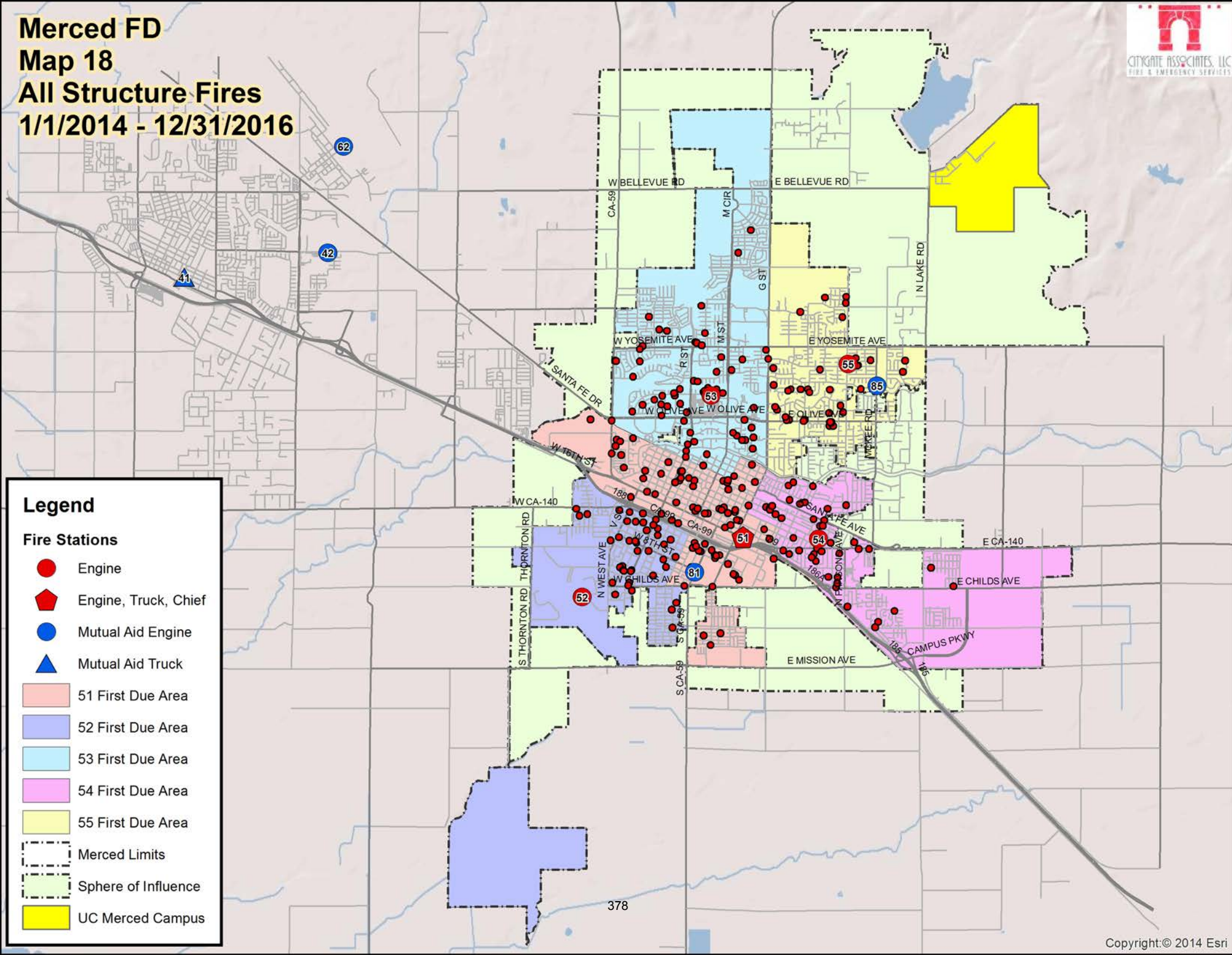
#### Legend

##### Fire Stations

- Engine
- ◆ Engine, Truck, Chief
- Mutual Aid Engine
- ▲ Mutual Aid Truck

- 51 First Due Area
- 52 First Due Area
- 53 First Due Area
- 54 First Due Area
- 55 First Due Area

- Merced Limits
- Sphere of Influence
- UC Merced Campus



# Merced FD













## Map 19

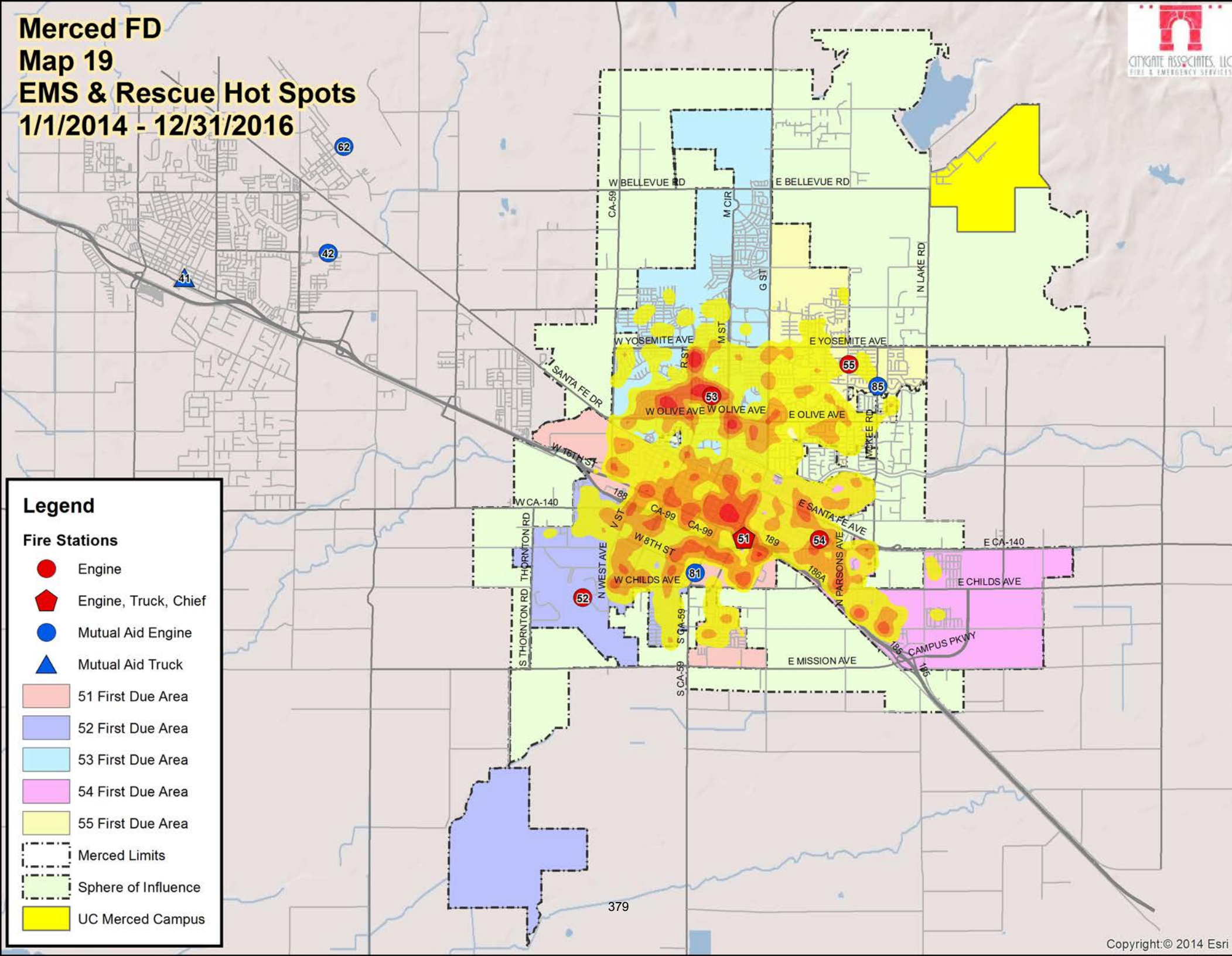
### EMS & Rescue Hot Spots

1/1/2014 - 12/31/2016

#### Legend

##### Fire Stations

-  Engine
-  Engine, Truck, Chief
-  Mutual Aid Engine
-  Mutual Aid Truck
-  51 First Due Area
-  52 First Due Area
-  53 First Due Area
-  54 First Due Area
-  55 First Due Area
-  Merced Limits
-  Sphere of Influence
-  UC Merced Campus



# Merced FD

## Map 20

### All Fires Hot Spots

1/1/2014 - 12/31/2016

### Legend

**Fire Stations**

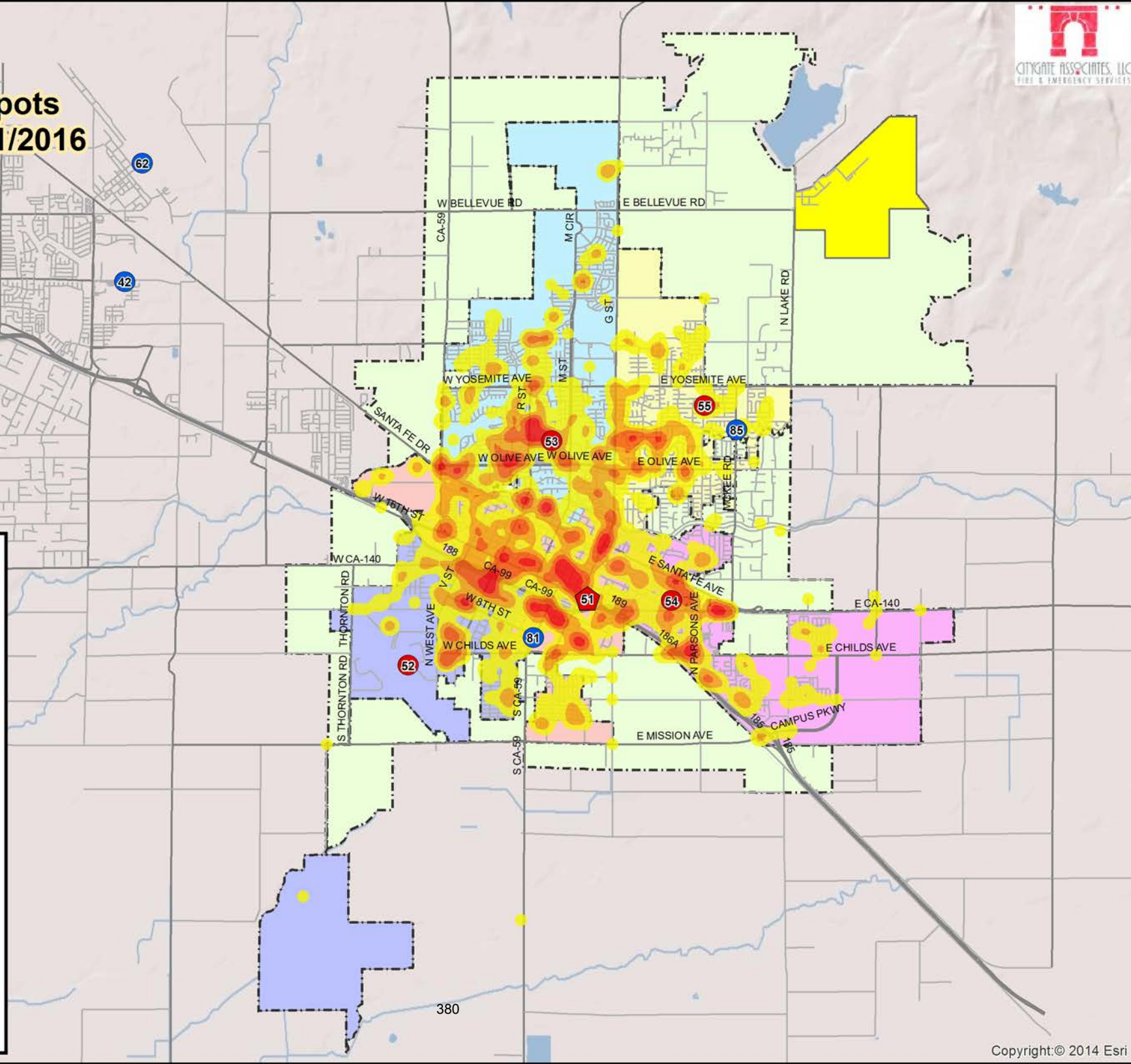
- Engine
- Engine, Truck, Chief
- Mutual Aid Engine
- Mutual Aid Truck

**First Due Areas**

- 51 First Due Area
- 52 First Due Area
- 53 First Due Area
- 54 First Due Area
- 55 First Due Area

**Other Features**

- Merced Limits
- Sphere of Influence
- UC Merced Campus



# Merced FD

## Map 21

### Structure Fires Hot Spots

1/1/2014 - 12/31/2016

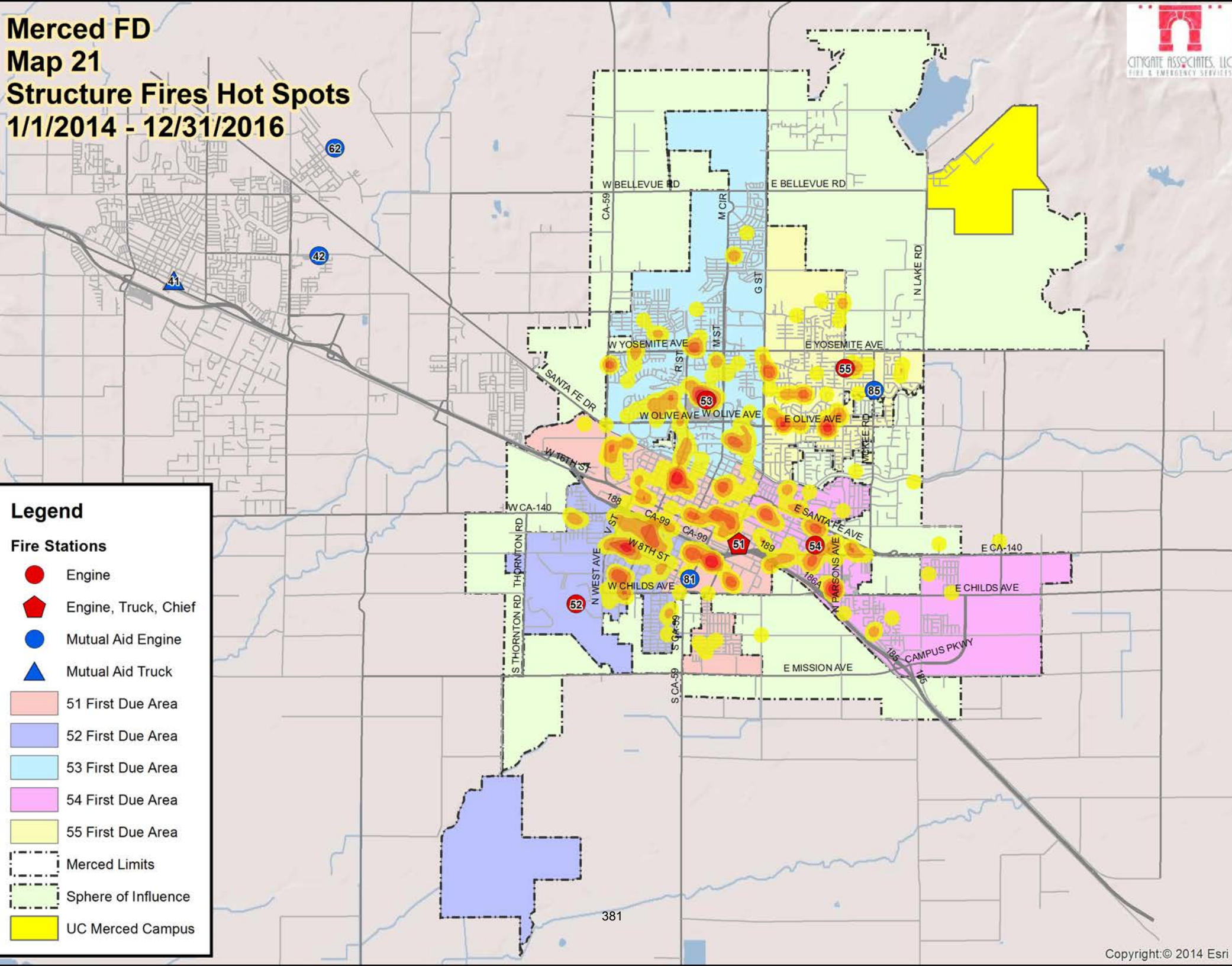
#### Legend

##### Fire Stations

- Engine
- ◆ Engine, Truck, Chief
- Mutual Aid Engine
- ▲ Mutual Aid Truck

- 51 First Due Area
- 52 First Due Area
- 53 First Due Area
- 54 First Due Area
- 55 First Due Area

- Merced Limits
- Sphere of Influence
- UC Merced Campus





# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item L.1.**

Meeting Date: 4/16/2018

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**SUBJECT:** City Council Downtown Subcommittee

### REPORT IN BRIEF

This item is in response to Mayor Pro-Tempore McLeod's request to discuss the formation of a Council subcommittee to meet with other local municipalities with successful downtown areas.

### RECOMMENDATION

Select Council subcommittee and direct staff as needed.