

## **CITY OF MERCED**

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

## **Meeting Agenda**

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

Tuesday, September 4, 2018	6:00 PM	Council Chambers, 2nd Floor, Merced Civic	
	0.001 1	Center, 678 W. 18th Street, Merced, CA 95340	

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

### NOTICE TO PUBLIC

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

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

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

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

### INDIVIDUALS WITH DISABILITIES

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

### A. CLOSED SESSION ROLL CALL

### B. CLOSED SESSION

- B.1. <u>18-421</u> SUBJECT: <u>CONFERENCE WITH LABOR NEGOTIATORS -- Agency</u> Designated Representative: City Manager Steve Carrigan; Employee Organizations: Merced Police Officers' Association (MPOA); Merced Association of Police Sergeants. AUTHORITY: Government Code Section 54957.6
- B.2. <u>18-422</u> SUBJECT: <u>PUBLIC EMPLOYMENT Title: City Attorney; Authority:</u> Government Code Section 54957

B.3.	<u>18-444</u>	SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED		
		LITIGATION 54956.9(d)(3) - Receipt of a claim or other written		
		communication from a potential plaintiff threating litigation		
B.4.	<u>18-445</u>	SUBJECT: CONFERENCE WITH LEGAL COUNSEL EXISTING		
		LITIGATION; McKinnon, et. al. v. City of Merced; Case No.		
		1:18-CV-01124-LJO-SAB; AUTHORITY: Government Code Section		
		<u>54956.9(d)(1)</u>		

### C. CALL TO ORDER

C.1. Invocation - Father Ryan Bradley, St. Luke's Angelican Church

C.2. Pledge of Allegiance to the Flag

### D. ROLL CALL

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

### E. REPORT OUT OF CLOSED SESSION

### F. SPECIAL PRESENTATIONS

Needle Exchange Program - Dr. Oscar Ramos and Dr. Yang Cao

### 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. <u>18-415</u> 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. <u>18-432</u> SUBJECT: Information-Only Contracts

#### **REPORT IN BRIEF**

Notification of awarded Non-Public Works contracts under \$31,000 and of Public Works contracts under \$69,833.

#### AUTHORITY

Pursuant to the authority delegated to the City Manager on behalf of the City by Article XI, Section 1109, of the Merced City Charter to execute Public Works contracts under the adjusted FY 2018-2019 threshold of \$69,833.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2018-2019 threshold of \$31,000.00, the contracts listed on the attached table were entered into by the City.

I.3. <u>18-410</u> SUBJECT: Information Only-Planning Commission Meeting Minutes of July 5, 2018

### RECOMMENDATION

For information only.

 I.4.
 18-412
 SUBJECT: Information Only - Site Plan Review Committee Meeting

 Minutes of April 26, 2018
 Minutes of April 26, 2018

#### RECOMMENDATION

For information only.

I.5.	<u>18-433</u>	SUBJECT: <u>City Council/Public Financing and Economic</u> Development/Parking Authority Meeting Minutes of August 6, 2018
		<b>REPORT IN BRIEF</b> 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 August 6, 2018.
I.6.	<u>18-427</u>	SUBJECT: <u>Set a Public Hearing for the Housing and Urban</u> Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER)
		<b>REPORT IN BRIEF</b> Set a public hearing for Monday, September 17, 2018, to consider the Housing and Urban Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER).
		<b>RECOMMENDATION</b> <b>City Council -</b> Adopt a motion setting a public hearing for Monday, September 17, 2018, to consider the Housing and Urban Development Consolidated Annual Performance and Evaluation Report (CAPER).
1.7.	<u>18-333</u>	SUBJECT: 2018 Local Agency Biennial Notice
		<b>REPORT IN BRIEF</b> Accept and file the 2018 Local Agency Biennial Notice to review the City's Conflict of Interest Code.
		<b>RECOMMENDATION</b> <b>City Council</b> - Adopt a motion accepting and filing the 2018 Local Biennial Notice; and, directing staff to return the amended Conflict of Interest Code within 90 days of this date for final adoption by City Council.
I.8.	<u>18-398</u>	SUBJECT: 2019 Cafeteria Plan Renewal
		REPORT IN BRIEF

Consider approving the renewal of the 2019 Cafeteria Plan regarding employees' and retirees' health and welfare benefits.

### RECOMMENDATION

**City Council** - Adopt a motion approving the employees' health and welfare benefits cafeteria plan renewal for calendar year 2019 and authorizing the City Manager or Assistant City Manager to execute the necessary documents.

 I.9.
 18-400
 SUBJECT: 2018 California Office of Traffic Safety Selective Traffic

 Enforcement Program (STEP) Grant
 Enforcement Program (STEP) Grant

### **REPORT IN BRIEF**

Consider the acceptance of grant funding in the amount of \$100,000 from the California Office of Traffic Safety STEP Grant to reimburse the City for traffic enforcement operations conducted on overtime.

#### RECOMMENDATION

City Council - Adopt a motion:

A. Accepting the grant award and increasing the revenue budget in account 035-1016-324.01-02 by \$100,000; and,

B. Appropriating the same to Fund 035-Police Office of Traffic Safety Grant Fund; and,

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

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

I.10. <u>18-418</u> SUBJECT: <u>Second Amendment to the Contract with Data Ticket, Inc.</u>

#### **REPORT IN BRIEF**

Second Amendment to the Agreement for Professional Services with Data Ticket, Inc. for the addition of AB503, processing of Indigent Payment Plans.

### RECOMMENDATION

**City Council -** Adopt a motion approving the second amendment to the agreement for professional services with Data Ticket, Inc., for the addition of AB503, processing of Indigent Payment Plans and authorizing the City Manager or Assistant City Manager to execute the necessary documents.

 I.11.
 18-345
 SUBJECT: Award Contract to Cardno, Inc. to Perform Engineering

 Evaluation of Elevated Water Tanks, Project No. 117025

### **REPORT IN BRIEF**

Consider approving an agreement for professional services (structural engineering) to evaluate the condition of the elevated water tanks at Well Sites #1, #2, and #7.

### RECOMMENDATION

**City Council -** Adopt a motion approving an agreement for professional services (engineering design services) with Cardno, Incorporated, in the amount of \$121,253; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

 I.12.
 <u>18-359</u>
 SUBJECT: Rejecting all Bids for the Yosemite Avenue Corporation

 Yard Satellite (Leaf Collection Site), Project No. 116017

### **REPORT IN BRIEF**

Consider rejecting all of the bids for the Yosemite Avenue Corporation Yard Satellite (Leaf Collection Site) due to insufficient project funding.

### RECOMMENDATION

**City Council** - Adopt a motion rejecting all bids for the Yosemite Avenue Corporation Yard Satellite (Leaf Collection Site), Project 116017 due to insufficient project funding and directing staff to re-advertise the project after reduction of project scope.

I.13. <u>18-397</u> SUBJECT: <u>Approval of Small Government Enterprise License</u> <u>Agreement (SG-ELA) with Environmental Systems Research Institute,</u> <u>Inc., (Esri), and Waiver of the Competitive Bidding Requirement (Sole</u> <u>Source)</u>

### **REPORT IN BRIEF**

Considers entering into a three-year agreement with Environmental Systems Research Institute, Inc., (Esri) for GIS software licenses and maintenance.

### RECOMMENDATION

**City Council** - Adopt a motion waiving the competitive bidding requirements as stated in Section 3.04.210 of the Merced Municipal Code for the Sole Source Purchase of software licenses and maintenance; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

I.14. <u>18-401</u> SUBJECT: <u>Authorization to Purchase Two New Way Sidewinder</u>

Refuse Trucks for \$569,478.82, One Articulating Telescopic Aerial Bucket Truck for \$155,245.61 and Five Chevrolet Silverado 2500 HD Trucks for \$199,441.40 and to Waive the Competitive Bidding Requirements to Allow the Purchase to be Made Through Cooperative Purchasing Agreements with Sourcewell (formerly known as the National Joint Powers Alliance [NJPA])

### **REPORT IN BRIEF**

Considers authorizing the purchase of the following replacement vehicles for the Public Works Department: two New Way Sidewinders refuse trucks for \$569,478.82 from Ruckstell California Sales, Inc., one Articulating Telescopic Aerial Bucket Truck from Altec, Inc. for \$155,245.61 and Five Chevrolet Silverado 2500 HD Trucks for \$199,441.40 from the National Auto Fleet Group and to Waive the Competitive Bidding Requirements to Allow the Purchase to be Made Through Cooperative Purchasing Agreements with Sourcewell (formerly known as the NJPA).

### RECOMMENDATION

**City Council** - Adopt a motion:

A. Approving the purchase of two New Way Sidewinder refuse trucks, one articulating telescopic aerial bucket truck and five Chevrolet Silverado 2500 HD work trucks; and,

B. Waiving the City's competitive bidding requirement and authorizing the purchases to be made with cooperative purchase agreements with various vendors through Sourcewell, a government procurement program; and,

C. Authorizing the City Manager or Assistant City Manager to execute any necessary documents for the purchases specified above.

 I.15.
 18-394
 SUBJECT: Fourth Amendment to Professional Services Agreement

 with Stantec Consulting Services, Inc., for the City of Merced
 Wastewater Collection System (Sewer) Master Plan Update

### **REPORT IN BRIEF**

Consider approving a fourth amendment to an agreement with Stantec Consulting Services, Inc., for additional CEQA/EIR related efforts, updates to the Wastewater Collection System Master Plan, including additional stakeholder and staff input on the draft plan as well as further specific task evaluation(s).

### RECOMMENDATION

**City Council** - Adopt a motion approving a fourth amendment to professional services agreement with Stantec Consulting Services, Inc., in the amount of \$130,400 for the City of Merced Sewer Master Plan Update; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

### 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. <u>18-437</u> SUBJECT: <u>Public Hearing - Reintroduction of Ordinance 2492,</u> <u>Amending Section 10.16.010, "Speed Limits." of the Merced Municipal</u> <u>Code</u>

### **REPORT IN BRIEF**

Consider the reintroduction of Ordinance 2492 amending Section 10.16.010, "Speed Limits," of the Merced Municipal Code. Amendment to the Speed Limits section consist of modification to the speed limits throughout the City.

### RECOMMENDATION

**City Council** - Adopt a motion reintroducing **Ordinance 2492**, an Ordinance of the City Council for the City of Merced, California, amending Section 10.16.010, "Speed Limits" of the Merced Municipal Code

### **K. REPORTS**

K.1. <u>18-443</u> SUBJECT: <u>Options for Median Island Landscaping</u>

### **REPORT IN BRIEF**

On June 18, 2018, Council Member Belluomini discussed the landscape in median islands within the City. Council directed staff to present alternative solutions to median island landscaping with implementation strategies.

### RECOMMENDATION

Provide direction to staff regarding the options presented for median island landscaping.

K.2.	<u>18-431</u>	SUBJECT: Overview of North Merced Annexation Feasibility Study Process
		<b>REPORT IN BRIEF</b> The City Council will receive an overview of the proposed North Merced Annexation Feasibility Study process.
		RECOMMENDATION Information Only.
K.3.	<u>18-439</u>	SUBJECT: <u>Request City Council Direction Regarding Next Steps on</u> Industrial Park Land Development
		<b>REPORT IN BRIEF</b> City staff is requesting direction from the City Council regarding next steps on industrial park land for development.
		<b>RECOMMENDATION</b> Provide direction to staff regarding the annexation of Industrial Park land.
L. Bl	JSINESS	
L. Bl L.1.	JSINESS <u>18-371</u>	SUBJECT: Appointments (2) - Building and Housing Board of Appeals
		SUBJECT: <u>Appointments (2) - Building and Housing Board of Appeals</u> REPORT IN BRIEF Accept nominations to fill Building and Housing Board of Appeals vacancies.
		<b>REPORT IN BRIEF</b> Accept nominations to fill Building and Housing Board of Appeals
		REPORT IN BRIEF Accept nominations to fill Building and Housing Board of Appeals vacancies. RECOMMENDATION City Council - Adopt a motion accepting nominations and appointing two individuals to the Building and Housing Board of Appeals and directing

### RECOMMENDATION

City Council - Adopt a motion stating the City's position on each of the

two proposed League Resolutions and directing the City's official League voting delegate to cast votes as such at the League's Annual Business Meeting on Friday, September 14, at the Long Beach Convention Center.

- L.3. Request to Add Item to Future Agenda
- L.4. City Council Comments

### **M. ADJOURNMENT**



Agenda Item B.1.

Meeting Date: 9/4/2018

**SUBJECT:** <u>CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative:</u> <u>City Manager Steve Carrigan; Employee Organizations: Merced Police Officers' Association</u> (MPOA); Merced Association of Police Sergeants. AUTHORITY: Government Code Section <u>54957.6</u>



Agenda Item B.2.

Meeting Date: 9/4/2018

**SUBJECT:** <u>PUBLIC EMPLOYMENT - Title: City Attorney; Authority: Government Code Section</u> <u>54957</u>



### Agenda Item B.3.

Meeting Date: 9/4/2018

## **SUBJECT:** <u>CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION 54956.9(d)(3)</u> - Receipt of a claim or other written communication from a potential plaintiff threating litigation



Agenda Item B.4.

Meeting Date: 9/4/2018

**SUBJECT:** <u>CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; McKinnon, et. al.</u> <u>v. City of Merced; Case No. 1:18-CV-01124-LJO-SAB; AUTHORITY: Government Code Section</u> <u>54956.9(d)(1)</u>



### Agenda Item I.1.

Meeting Date: 9/4/2018

### 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.





Agenda Item I.2.

Meeting Date: 9/4/2018

Report Prepared by: Kirkland Greene, Records Clerk II

SUBJECT: Information-Only Contracts

### **REPORT IN BRIEF**

Notification of awarded Non-Public Works contracts under \$31,000 and of Public Works contracts under \$69,833.

### AUTHORITY

Pursuant to the authority delegated to the City Manager on behalf of the City by Article XI, Section 1109, of the Merced City Charter to execute Public Works contracts under the adjusted FY 2018-2019 threshold of \$69,833.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2018-2019 threshold of \$31,000.00, the contracts listed on the attached table were entered into by the City.

### **ATTACHMENTS**

1. "Information-Only" Contracts Table for August 2018

## **Exhibit 1 – Table of Contracts**

## 9/4/2018 City Council Meeting

			(Page 1 of 2)
<b>Department/Division</b>	Vendor	Purpose/Location	Amount
		Non-Disclosure Agreement for Sharing Application	
	National Meter & Automation, Inc.	Program Interface (API) Information for BEACON and/or	
0403 – Information Technology	(DBA: Badger Meter, Inc.)	AquaCUE (also allows City access to Test Environment).	(No funds.)
	Regents of the University of	Agreement for Use of Facility - Bob Hart Square, for the	
0804 – Planning	California (Merced)	UC Merced "Cat Crawl" on August 24, 2018.	(No funds.)
		Professional Services Agreement to Conduct a Level 1	
1106 – Public Works - Water	Water Systems Optimization, Inc.	Validation for a 2018 Water Audit Submission.	\$ 2,500.00
		Furnish all labor and materials to remove asbestos at 1800	
		Stretch Rd.; Parsons Ave. Corridor Project No. 107023.	
0803 – Engineering	E. T. Abatement, Inc.	(Statement of Services, PO #131612.)	\$ 3,940.00
		Compaction testing for all new sidewalks, concrete areas,	
		driveways, curbs and gutters, cross gutters, paving, etc.;	
		Yosemite Avenue Improvements – Project No. 113055.	
0803 – Engineering	Kleinfelder, Inc.	(Statement of Services, PO #131855.)	\$ 4,619.55
1108 – Wastewater Treatment		Agreement for Professional Services to Perform a	
Facility (WWTF)	Stantec Consulting Services, Inc.	Preliminary Capacity Assessment of the WWTF.	\$ 7,800.00
		Furnish all materials, supplies, labor and costs associated	
	Scott A. Middleton (DBA:	with the restoration of the Lion's Den at the Applegate Park	
1201 – Recreation and Parks	Middleton Handyman Services)	Zoo. (Statement of Services, PO #131593.)	\$10,000.00
		Agreement for Professional Services to Serve as Legal	
0301 – City Attorney	Thomas E. Lewis, Attorney-at-Law	Counsel for the City's Personnel Board.	\$10,000.00
		Furnish all materials, labor, and costs associated with the	
		restoration of the barbecue pits located at Rahilly, Joe	
	Scott A. Middleton (DBA:	Herb, and McNamara Parks.	
1201 – Recreation and Parks	Middleton Handyman Services)	(Statement of Services, PO #131664.)	\$11,600.00
		Drill eight (8) borings, collect samples, and make	
		recommendations for full-depth reclamation (FDR), along	
		"R" St. between Loughborough and Yosemite Avenues.	
0803 – Engineering	Technicon Engineering Services, Inc.	(Statement of Services, PO #131806.)	\$13,905.00

*Copies of all of the contracts listed above are available in the City Clerk's Office.* 17

## **Exhibit 1 – Table of Contracts (Continued)**

## 9/4/2018 City Council Meeting

			(Page 2 of 2)
		Security System Sale and Services Agreement/Installment	
		Agreement to Provide Security Systems, Monitoring and	
1119 – Public Works - Facilities	Hoffman Electronic Systems	Maintenance for Various City-Owned Properties.	\$18,660.00
		Provide surveying services to determine right-of-way line	
		for Project No. 119003 - "R" Street and Loughborough	
	Golden Valley Engineering &	Drive to Yosemite Avenue Road Reconstruction.	
0803 – Engineering	Surveying, Inc.	(Statement of Services, PO #131805.)	\$21,400.00
		Construction of two (2) concrete bleachers at the Youth	
		Sports Complex, on West Ave., between Wardrobe Ave.	
0803 – Engineering	ANV Contractors, Inc.	and 7th St. (Statement of Services, PO #131688.)	\$24,000.00



# CITY OF MERCED

## ADMINISTRATIVE REPORT

### Agenda Item I.3.

Meeting Date: 9/4/2018

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

SUBJECT: Information Only-Planning Commission Meeting Minutes of July 5, 2018

### RECOMMENDATION

For information only.

### **ATTACHMENTS**

1. PC Minutes of 07-05-2018

## **CITY OF MERCED Planning Commission**

## MINUTES

Merced City Council Chambers Wednesday, July 5, 2018

Chairperson DYLINA called the meeting to order at 7:01 p.m., followed by a moment of silence and the Pledge of Allegiance.

<u>Secretary's Note</u>: At this time, at the request of Chairperson DYLINA, Planning Manager ESPINOSA introduced the newly appointed Planning Commissioner SCOTT G. DREXEL to the Commission.

## ROLL CALL

Commissioners Present:	Mary Camper, Scott G. Drexel, Jeremy Martinez, Peter Padilla, and Chairperson Robert Dylina	
Commissioners Absent:	Sonia Alshami and Travis Colby	
Staff Present:	Director of Development Services McBride, Planning Manager Espinosa, Associate Planner Nelson, Planner Mendoza-Gonzalez, Deputy City Attorney Fincher, and Recording Secretary Davis	

## 1. APPROVAL OF AGENDA

M/S PADILLA-CAMPER, and carried by unanimous voice vote (two absent), to approve the Agenda as submitted.

### 2. MINUTES

M/S PADILLA-MARTINEZ, and carried by unanimous voice vote (two absent), to approve the Minutes of June 6, 2018, as submitted.

## 3. <u>COMMUNICATIONS</u>

None.

## 4. **<u>ITEMS</u>**

4.1 Conditional Use Permit (CUP) #1225, initiated by Juan Mondragon, on behalf of William Lee Liu and Tai Ho Liu, Trustees, property owner. This application involves a request to allow the sale of beer and wine for on-site consumption within a restaurant (Carnitas Michoacan) located at 1540 Yosemite Parkway. The subject site is generally located at the southeast corner at Yosemite Parkway and Shirley Street, within a Neighborhood Commercial (C-N) Zone. (Item was heard originally at the meeting of May 23, 2018).

Commissioner PADILLA recused himself from the hearing due to a professional conflict associated with the applicant.

Planner MENDOZA-GONZALEZ reviewed the report on this item. For further information, refer to Staff Report #18-12 - Addendum.

Mr. MENDOZA-GONZALEZ noted the new crime map included in his report, that he created with the assistance of the Merced Police Department at the request of Chairperson DYLINA and asked the Commission to provide feedback.

There was no one present wishing to speak regarding the project; therefore, public testimony was opened and closed at 7:14 p.m.

M/S CAMPER-MARTINEZ, to adopt a Categorical Exemption regarding Environmental Review #18-46, and approve Conditional Use Permit #1225, subject to the Findings and thirteen (13) Conditions set forth in Staff Report #18-12 Addendum (RESOLUTION #3096):

 AYES: Commissioners Camper, Drexel, Martinez, and Chairperson Dylina
 NOES: None
 ABSENT: Commissioners Alshami and Colby
 ABSTAIN: Commissioner Padilla

Commissioner PADILLA returned to the dais.

4.2 Vesting Tentative Subdivision Map (VTSM) #1308 ("Bellevue Ranch West Villages 17-22"), initiated by Benchmark Engineering, applicant for Baxter Ranches, LLC, property owner. This application involves the subdivision of approximately 165 acres into 14 large lots. This property is generally located on the west side of M Street, between Bellevue Road and Arrow Wood Drive (extended), within Planned Development (P-D) #42 and has the following General Plan Designations: Regional/Community Commercial (RC), High-Medium Residential (HMD), Low-Medium Residential (LMD), School (SCH), Open Space (OS), and Low Density Residential (LD).

Associate Planner NELSON reviewed the report on this item. For further information, refer to Staff Report #18-15.

Public testimony was opened at 7:25 p.m.

Speaker from the Audience in Favor:

RICK MUMMERT, Benchmark Engineering, Representative of the Applicant, Escalon

There were no speakers from the audience in opposition to the project.

Public testimony was completed at 7:27 p.m.

<u>Secretary's Note</u>: Chairperson DYLINA and Commissioner PADILLA disclosed to the Commission that they both had fact-finding meetings with the applicant at separate times prior to the meeting.

M/S PADILLA-CAMPER, and carried by the following vote, to find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH #9212055)] remains sufficient and no further documentation is required (CEQA Section 15162 Findings) and approve Vesting Tentative Subdivision Map #1308 ("Bellevue Ranch West Villages 17-22"), subject to the Findings and twenty-four (24) Conditions set forth in Staff Report #18-15 (RESOLUTION #3097):

- AYES: Commissioners Camper, Drexel, Martinez, Padilla, and Chairperson Dylina
  NOES: None
  ABSENT: Commissioners Alshami and Colby
  ABSTAIN: None
- 4.3 <u>Cancellation of July 18, 2018, Planning Commission Meeting</u> <u>due to lack of items.</u>
- M/S MARTINEZ-CAMPER, and carried by unanimous voice vote (two absent), to cancel the Planning Commission meeting of July 18, 2018, due to lack of items.

## 5. **<u>INFORMATION ITEMS</u>**

## 5.1 <u>Calendar of Meetings/Events</u>

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

Ms. ESPINOSA informed the Commission that Cannabis items will be brought before them starting on the meeting of August 8; with the retail items starting September 19 and 20, for a Wednesday and Thursday meeting.

Commissioners CAMPER, MARTINEZ, and Chairperson DYLINA announced to the Commission that they will be unable to attend the meeting of September 20, 2018, because they will be attending Merced FEAST.

Ms. ESPINOSA suggested a schedule change for the September meetings for Tuesday and Wednesday, September 18 and 19, instead of Wednesday and Thursday.

**Planning Commission Minutes** Page 5 July 5, 2018

#### 6. **ADJOURNMENT**

There being no further business, Chairperson DYLINA adjourned the meeting at 7:43 p.m.

Respectfully submitted,

KIM ESPINOSA, Secretary Merced City Planning Commission

**APPROVED:** 

Z

**ROBERT DYLINA**, Chairperson Merced City Planning Commission

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## **CITY OF MERCED Planning Commission**

## **Resolution #3096**

WHEREAS, the Merced City Planning Commission at its regular meeting of July 5, 2018, held a public hearing and considered **Conditional Use Permit #1225,** initiated by Juan Mondragon, on behalf of William Lee Liu and Tai Ho Liu, Trustees, property owner. This application involves a request to allow the sale of beer and wine for on-site consumption within a restaurant (Carnitas Michoacan) located at 1540 Yosemite Parkway. The subject site is generally located at the southeast corner at Yosemite Parkway and Shirley Street, within a Neighborhood Commercial (C-N) Zone; also known as Assessor's Parcel Number 035-082-001; and,

**WHEREAS**, the Merced City Planning Commission concurs with Findings A through E of Staff Report #18-12 - Addendum; 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 #18-46, and approve Conditional Use Permit #1225, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner Camper, seconded by Commissioner Martinez, and carried by the following vote:

AYES: Commissioners Camper, Martinez, Drexel, and Chairperson Dylina

NOES: None

ABSENT: Commissioners Alshami and Colby

ABSTAIN: Commissioner Padilla

PLANNING COMMISSION RESOLUTION # 3096 Page 2 July 5, 2018

Adopted this  $5^{th}$  day of July 2018

Chairperson, Planning Commission of the City of Merced, California

**ATTEST:** Secretary

Secretary

<u>Attachment:</u> Exhibit A – Conditions of Approval

n:shared:planning:PC Resolutions: CUP#1225 (Carnitas Michoacan)

## Conditions of Approval Planning Commission Resolution # 3096 Conditional Use Permit #1225

- The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan) and Exhibit 2 (floor plan) - Attachments B and C of Staff Report #18-12 - Addendum.
- 2. All conditions contained in Resolution #1249 ("Standard Conditional Use Permit Conditions") shall apply.
- 3. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
- 4. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.
- The developer/applicant shall indemnify, protect, defend (with counsel 5. 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 Furthermore, developer/applicant shall approvals granted herein. 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 restaurant shall meet all applicable Merced County Health Department requirements.
- 8. The restaurant shall meet all applicable Alcoholic Beverage Control requirements.
- 9. Alcoholic beverages shall not be allowed outside the building. A future outdoor seating area with alcohol service may be allowed with approval from both the Site Plan Review Committee and Alcoholic Beverage Control.
- 10. This approval is for alcohol sales as an ancillary use to the primary restaurant only.
- 11. Request to operate as a nightclub, bar, or similar use shall require an additional review and approval from the Planning Commission.
- 12. The City reserves the right to periodically review the area for potential problems. Should excessive calls for service or violation of these conditions of approval occur, the City may consider revocation of the Conditional Use Permit (CUP) after a public hearing and following the procedures outlined in the Merced Municipal Code.
- 13. Alcohol sales shall cease at 11:00 p.m. regardless of the business hours for the restaurant.

n:shared:planning:PC Resolutions: CUP #1225 Exhibit A

## **CITY OF MERCED Planning Commission**

## **Resolution #3097**

WHEREAS, the Merced City Planning Commission at its regular meeting of July 5, 2018, held a public hearing and considered Vesting Tentative Subdivision Map #1308, initiated by Benchmark Engineering, applicant for Baxter Ranches, LLC, property owner. This application involves the subdivision of approximately 165 acres into 14 large lots. This property is generally located on the west side of M Street, between Bellevue Road and Arrow Wood Drive (extended), within Planned Development (P-D) #42 and has the following General Plan Designations: Regional/Community Commercial (RC), High-Medium Residential (HMD), Low-Medium Residential (LMD), School (SCH), Open Space (OS), and Low Density Residential (LD); also known as Assessor's Parcel Numbers (APN) 224-010-009, 224-010-011, and 224-010-021; and,

**WHEREAS**, the Merced City Planning Commission concurs with Findings A through F of Staff Report #18-15; and,

**NOW THEREFORE**, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH#9212055)] remains sufficient and no further documentation is required (CEQA Section 15162 Findings), and approve Vesting Tentative Subdivision Map #1308, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner Padilla, seconded by Commissioner Camper,

and carried by the following vote:

AYES:	Commissioners	Padilla,	Camper,	Martinez,	Drexel,	and
	Chairperson Dyl	ina				
NOES:	None					
ABSENT:	Commissioners A	Alshami a	nd Colby			
ABSTAIN:	None					

PLANNING COMMISSION RESOLUTION #3097 Page 2 July 5, 2018

Adopted this 5<sup>th</sup> day of July 2018

Chairperson, Planning Commission of the City of Merced, California

**ATTEST:** Secretary

<u>Attachment:</u> Exhibit A – Conditions of Approval

N:\SHARED\PLANNING\PC RESOLUTIONS\RESOLUTIONS\ VTSM #1308 (BRW big lots).docx

## Conditions of Approval Planning Commission Resolution # 3097 Vesting Tentative Subdivision Map # 1308

- 1. The proposed project shall be constructed/designed as shown on Exhibit 1 (vesting tentative map) -- Attachment C of Staff Report #18-15, except as modified by the conditions.
- 2. All conditions contained in Resolution #1175-Amended ("Standard Tentative Subdivision Map Conditions") shall apply.
- 3. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
- 4. The Project shall comply with the conditions set forth in Bellevue Ranch Master Development Plan (BRMDP) previously approved for this project by City Council Resolution #95-24 adopted May 15, 1995.
- 5. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
- 6. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify,

defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

- 7. 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.
- 8. Should any conflicts arise between the tentative map conditions contained herein and those conditions, mitigation measures, and guiding principles contained in the BRMDP, Appendices D, E, and F, or any other pertinent Sections/Appendices of the BRMDP, said conditions, mitigation measures, guiding principles, and sections/appendices shall take precedence.
- 9. Consistent with Condition of Approval #91 of the BRMDP, the Backbone Improvement Plans for the Large Lot Final Map shall be reviewed by the local transit authority to locate appropriate locations and designs for bus stop facilities on arterial and collector streets.
- 10. Prior to development of commercial and multi-family uses within the project area, Site Plan Review or a Conditional Use Permit shall be obtained in according with the City's Zoning Ordinance. Further subdivision of the large lots into small lots for single-family development requires a Tentative Subdivision Map.
- 11. Consistent with Conditions of Approval #39 and #40 of the BRMDP, the necessary right of way shown in the BRMDP for all major arterials, intersections, special intersections, and the M Street Transitway shall be dedicated within the large-lot Final Map to the satisfaction of the City Engineer.
- 12. Consistent with Condition #75 of the BRMDP, collector streets that do not have fronting lots may utilize the "collector street alternative" design with a 64-foot-wide right-of way. This shall be provided on the Final Map of the large lot subdivision.
- 13. Consistent with Condition #4 of the BRMDP, a minimum 15-foot-wide landscape buffer area shall be required along Bellevue Road. A solid decorative masonry wall shall be provided in this buffer area adjacent to any residential development.
- 14. Street names shall be approved by the City Engineer.

- 15. Offer for dedication, by Final Map, all collector and arterial street rightsof-way and all necessary easements and as needed for irrigation, utilities, drainage, landscaping, and open space.
- 16. Consistent with Mitigation Measure 4.14.6 of the BRMDP, prior to approval of a Final Map, the project applicant shall submit all plans for review to affected electric utilities.
- 17. Consistent with Condition #7 of the BRMDP, Lot Z, Lot 17-A and all other lands designated as "Park" on the Master Development Plan or otherwise agreed upon by the applicant and City shall be dedicated with the Final Map.
- 18. Street frontage improvements for the dedicated park areas within Lot Z and Lot V17-A shall be installed as follows: Lot Z with the development of Lots V21-B, V21-A, V22-A, and V-22B; Lot V17-A with the development of Lot V17-C.
- 19. The Fahrens Creek flood channel/open space corridor shall be dedicated by Final Map. Prior to or concurrent with submittal of a Final Map, the applicant shall provide the Engineering Department with a plan showing the 12-foot–wide path within the 25-foot-wide linear park way along Fahrens Creek.
- 20. Consistent with Condition #20 of the BRMDP, Site Plan Review is required prior to any grading permits and/or construction of any improvements within the Fahrens Creek corridor including, but not limited to, bicycles/pedestrian paths, tree plantings, habitat installation, aesthetic enhancement, landscape design and landscape construction plans, with input from the California Department of Fish and Wildlife.
- 21. Developer shall provide landscape/irrigation/wall plans for all areas to be maintained by the City through the Community Facilities District (CFD) for each Village as development occurs within the Village.
- 22. Project infrastructure improvement plans shall include the provision of adequately sized utilities adjacent to school sites consistent with the BRMDP.
- 23. Prior to the submittal of the Large Lot Final Map, the developer shall submit a Development and Improvement Phasing Implementation Plan (DIPIP) showing the improvements to be constructed with each Large Lot and the order of expected development. This Plan shall be approved by the City Engineer and will be included as part of the Subdivision Agreement for the Large Lot Final Map. If the proposed large lots are

developed in such a manner that they are not contiguous to existing improvements (i.e., water, sewer, roads, etc.), all intervening improvements between the existing improvement and the Large Lot being developed shall be installed. The DIPIP may require the construction of a road for circulation purposes, an all-weather surface shall be constructed to provide access to the utilities. All street frontage improvements shall include the construction of two-thirds street width with full improvements (sidewalk, curb, gutter, etc.) on the side where the development is occurring. The remainder of the street improvements shall be the responsibility of the large lot that shares the street frontage. Reimbursement for these improvements may be available per Merced Municipal Code (MMC) Sections 15.40.070 and 15.40.080 for sewer and water improvements and Section 17.58.020 for street improvements. Reimbursement for sewer and water lines shall not occur past the 10<sup>th</sup> anniversary of the date the lines were accepted by the City and shall not occur past the 15<sup>th</sup> anniversary of the date the street improvements were accepted by the City.

24. All infrastructure required per Table 6.1 of the BRMDP (or as amended as allowed by the Master Development Plan, Development Agreement, or by City Council) shall be installed at time of development of each large lot.

N:\SHARED\PLANNING\PC RESOLUTIONS\RESOLUTIONS\ Exhibit A VTSM #1308 (BRW big lots).docx



# CITY OF MERCED

## ADMINISTRATIVE REPORT

### Agenda Item I.4.

Meeting Date: 9/4/2018

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

SUBJECT: Information Only - Site Plan Review Committee Meeting Minutes of April 26, 2018

### RECOMMENDATION

For information only.

### **ATTACHMENTS**

1. SP Minutes of 04-26-2018

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

## MINUTES

Planning Conference Room 2<sup>nd</sup> Floor Civic Center Thursday, April 26, 2018

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

## 1. ROLL CALL

Committee Members Present:	Development Services Director McBride, Acting City Engineer Son, and Chief Building Official Frazier				
Committee Members Absent:	None				
Staff Present:	Planner/Recording Secretary Mendoza- Gonzalez				

## 2. <u>MINUTES</u>

M/S SON/FRAIZER, and carried by unanimous voice vote, to approve the Minutes of April 5, 2018, as submitted.

## 3. <u>COMMUNICATIONS</u>

None.

## 4. **<u>ITEMS</u>**

4.1 <u>Site Plan Application #418, submitted by Pacific Gas & Electric,</u> property owner, to relocate a PG&E Service Center to a portion of the northeast corner of Kibby Road and Childs Avenue, within a Heavy Industrial (I-H) Zone.

Planner MENDOZA-GONZALEZ reviewed the application for this item. For further information, refer to Draft Site Plan Review Committee Resolution #418.

The applicant and his associates were in attendance to answer questions from the Committee.

Chairperson McBRIDE recommended modifying Condition #29 to note that the applicant may form a Community Facilities District prior to obtaining the Certificate of Occupancy for the 23,500-s.f. garage/warehouse identified as Building C at Exhibit C.

M/S SON/FRAZIER, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #18-03, and approve Site Plan Application #418, subject to the Findings and thirty-three (33) conditions set forth in the Draft Resolution #418 with a modification to Condition #29 as follows:

(Note: Strikethrough deleted language, <u>underline</u> added language.)

"29. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received. <u>The applicant shall begin forming the CFD prior to obtaining the Certificate of Occupancy for the 23,500-s.f. garage/warehouse identified as Building C at Exhibit C."</u>

AYES:	Committee	Members	Son,	Frazier,	and
	Chairperson	McBride			
NOES:	None				
ABSENT:	None				

4.2 <u>Site Plan Application #420, submitted by Homer H. Blomberg, on</u> behalf of Kenneth L. Musson, property owner, to locate a Major Repair auto body shop inside 2 existing structures (835 s.f. and 848 <u>s.f. respectively</u>) located at 227, 235, and 241 W. 11<sup>th</sup> Street, within <u>a General Commercial (C-G) Zone.</u> Planner MENDOZA-GONZALEZ reviewed the application for this item. For further information, refer to Draft Site Plan Review Committee Resolution #420.

The applicant and his associates were in attendance to answer questions from the Committee.

Chairperson McBRIDE noted that vehicle access to the duplex is currently only available from the adjacent parcel to the east [Assessor's Parcel Number (APN) 031-334-016]. He recommended adding Condition #24 to maintain direct vehicle access to the duplex. Chairperson McBRIDE explained that vehicle access may be preserved by requiring a cross-access easement or lot merger between APN's 031-334-016 and 031-334-008.

Committee Member SON noted that the sidewalk and driveways along 11<sup>th</sup> Street may need to be upgraded to meet current Engineering Standards. He recommended adding Condition #25, requiring Encroachment Permits to repair the sidewalk and driveways within the subject site.

Committee Member FRAZIER recommended modifying Conditions #12, #13, #14, #16, and #17 to require that these conditions be satisfied prior to issuance of certificate of occupancy or business license.

M/S SON/FRAZIER, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #18-43, and approve Site Plan Application #420, subject to the Findings and twenty-three (23) conditions set forth in the Draft Resolution #420 with the additions of Conditions #24 and #25, and modifications to Conditions #12, #13, #14, #16, and #17, as follows:

(Note: Strikethrough deleted language, <u>underline</u> added language.)

"24. Prior to issuance of a certificate of occupancy or business license, the applicant shall either record a lot merger or a crossaccess easement for Assessor Parcel Numbers (APN's) 031-334-016 and 031-334-008.

- "25. Prior to issuance of a certificate of occupancy or business license, the applicant shall obtain encroachment permits to improve the sidewalk and the two driveways along the subject site (APN's 031-334-016 and 031-334-008) and bring them in compliance with current Engineering Standards.
- "12. Plans for Building Permits shall be drawn by a licensed design professional (e.g. an architect or engineer), prior to issuance of certificate of occupancy or business license.
- "13. The applicant shall work with the City's Water Quality Control Division (and other pertinent departments as determined by the WQC Division) and comply with all requirements for this type of business and obtain all proper permits prior to the final inspection issuance of certificate of occupancy or business license. Said requirements may include, but are not limited to, ensuring that all items are stored in secondary containments, installing sand separators, installing grease interceptors, and installing floor drains.
- "14. The applicant shall work with the City's Fire Department to ensure that a Hot Permit is obtained for welding activities. A list of hazardous chemicals used in the conduct of business shall be provided to the Fire Department <u>prior to issuance of</u> <u>certificate of occupancy or business license.</u>
- "16. The applicant shall work with the City's Refuse Department to determine the exact location for a refuse enclosure <u>prior to</u> <u>issuance of certificate of occupancy or business license</u>. In addition, the applicant shall work with the City's Refuse Department to determine if a recycling container will be required to comply with AB 341. If it is required, the container shall be enclosed within a refuse enclosure built to City Standards. Prior to pouring the concrete for the refuse enclosure, the contractor shall contact the Refuse Department at 209-385-6800 to arrange an inspection by Refuse Department staff to verify the location and angle of the enclosure.
- "17. The applicant shall provide a minimum of 5 parking spaces for the automotive repair shop, prior to issuance of certificate of occupancy or business license."

Site Plan Review Committee Minutes Page 5 April 26, 2018

AYES:Committee Members Son, Frazier, and Chairperson<br/>McBrideNOES:NoneABSENT:None

### 5. ADJOURNMENT

There being no further business, Chairperson McBRIDE adjourned the meeting at 2:48 p.m.

Respectfully submitted,

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

**APPROVED:** 

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

CITY OF MERCED SITE PLAN REVIEW COMMITTEE RESOLUTION #418

Pacific Gas & Electric (PG&E)	Relocate a PG&E Service Center.
APPLICANT	PROJECT
	A portion of the northeast corner of
245 Market St., MC N15G	Kibby Road and Childs Avenue.
ADDRESS	PROJECT SITE
San Francisco, CA 94105	061-033-027
CITY/STATE/ZIP	APN
(415) 271-7100	Heavy Industrial (I-H)
PHONE	ZONING

In accordance with Chapter 20.68 of the Merced City Zoning Ordinance, the Site Plan Review Committee reviewed and administratively approved Site Plan Application #418 on April 26, 2018, submitted by Pacific Gas & Electric, property owner, to relocate a PG&E Service Center to a portion of the northeast corner of Kibby Road and Childs Avenue, within a Heavy Industrial (I-H) Zone. Said property being more particularly described as the remainder of Parcel 1 as shown on the map entitled "Parcel Map For TRI-Valley Growers," recorded in Book 70, Page 25 of Merced County Records; also known as Assessor's Parcel Number (APN) 061-033-027.

WHEREAS, Planning staff conducted an environmental review (Initial Study #18-03) of the Project in accordance with the requirements of the California Environmental Quality Act (CEQA) as part of Site Plan Review #418. A Negative Declaration (i.e., no significant environmental effects) has been found as shown on Exhibit G.

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

- A) The proposal complies with the General Plan designation of Industrial (IND) and the Zoning classification of Heavy Industrial (I-H).
- B) A Boundary Adjustment (Boundary Adjustment #17-04) was recently approved for the subject site (refer to Resolution #946 at Attachment E). This boundary adjustment reduced the size of the subject site from 58.2 acres to 56.2 acres. The boundary adjustment was recorded with the Merced County Clerk's Office on December of 2017 (see Condition #3).
- C) The proposed PG&E Service Center consist of a 9,100-square-foot operations building, a 15,400-square-foot regional management office, and a 23,500square-foot garage/warehouse building. All buildings will be pre-engineered single-story metal buildings. A 2,000-square-foot structure will cover a portion of the laydown area.

- D) The Project site plan at Exhibit B includes a future regional spoils recycling yard (184,843 s.f.) on the northern portion of the parcel (see Condition #33).
- E) The developed area site plan at Exhibit C includes an employee parking lot (144 parking spaces), a customer parking lot (6 parking spaces), and a company vehicle parking lot (180 parking spaces). The parking requirement for a warehouse is 1 parking space per 2,000 square feet of floor area or 1 per 2 employees working during the largest shift, whichever is greater. The parking requirement for an office/professional use is 1 parking space per 250 s.f. of floor area. The subject site has adequate parking, as PG&E is required to have a minimum of 62 parking spaces for their regional office and 17 parking spaces for their warehouse and operations building. Vehicle access to these parking lots is available from Kibby Road (through 3 driveways) and from E. Childs Avenue (through 1 driveway).
- F) Parking lot trees are not required but are encouraged to be installed per the City's Parking Lot Landscape Standards. Trees should be a minimum of 15 gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees should be selected from the City's approved tree list). Trees should be installed at a ratio of at least one tree for every six parking spaces. Street trees shall be planted as required by City Standards.
- G) The applicant has indicated that the hazardous materials storage area will be bermed and impermeable. Oil-filled equipment will be placed in secondary containments within the storage area. Hazardous waste drums will be placed on pallets to enable regular inspections for leaks and drips, and a spill kit would be stored within or adjacent to the storage area for emergency use. A Hazardous Materials Business Plan and a Spill Prevention Control & Countermeasures Plan (SPCC) will be prepared for this site.
- H) The applicant is requesting approval for a 10-foot-tall fence with this application. The request for barbed wire fencing shall require a minor use permit (see Conditions #31 and #32).

NOW, THEREFORE, BE IT RESOLVED that the Merced City Site Plan Review Committee does approve Site Plan Application #418 subject to the following conditions:

- 1) The subject site shall be constructed as shown on Exhibit B (Project site plan), Exhibit C (developed area site plan), and Exhibit D (elevations/floor plans), except as modified by the conditions of approval within this resolution.
- 2) All conditions contained in Site Plan Review #79-1 Amended ("Standard Conditions for Site Plan Review Application") shall apply.
- 3) The Project shall comply with all relevant conditions set forth in Resolution #946 from Boundary Adjustment #17-04.
- 4) All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply including, but not limited to, the California Building Code and Fire Codes.

- 5) The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officients, 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. The City's selection of counsel is subject to the developer/applicant's reasonable approval, which shall not be unreasonably withheld. 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) Notwithstanding all other conditions, all construction and improvements shall be in strict accordance with Zoning, Building, and all other codes, ordinances, standards, and policies of the City of Merced.
- 8) All plans and supporting documents submitted for Building Permits shall meet or exceed the Building Codes in effect at the time of building permit application submittal.
- 9) Appropriate turning radii shall be provided within the parking areas to allow for Fire Department and refuse truck access.
- 10) All required Fire Permits shall be obtained from the City of Merced Fire Department during the building permit stage.
- 11) If the parking area or warehouse is to be gated, there must be a minimum 22-footwide clearance for emergency vehicles to pass through when the gate is opened. Any locking devices used on the gates shall be approved by the Fire Department prior to installation.

- 12) Bicycle racks shall be provided for the office/professional uses, as required under Zoning Ordinance Section 20.38.080 "Bicycle Parking."
- 13) The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.
- 14) As required by Merced Municipal Code Section 17.04.050 and 17.04.060, full public improvements shall be installed/repaired if the permit value of the project exceeds \$100,000.00. Public improvements may include, but not be limited to, repairing/replacing the sidewalk, curb, gutter, and street corner ramp(s), so that they comply with ADA standards and other relevant City of Merced/State/Federal standards and regulations.
- 15) All mechanical equipment shall be screened from public view.
- 16) Any outdoor storage shall be screened from the public view with either a chainlink fence with privacy slats or a non-transparent fence.
- 17) The premises shall remain clean and free of debris and graffiti at all times.
- 18) The applicant shall contact the City's Water Quality Control Division and comply with all requirements for this type of business and obtain all pertinent permits prior to the final inspection. Said requirements may include, but may not be limited to, utilizing secondary containers and providing spill kits for leaks or spills.
- 19) A backflow prevention device shall be provided for all water services (i.e., domestic, irrigation, and fire) per Merced Municipal Code.
- 20) The developer shall work with the City's Engineering Department to determine the requirements for storm drainage on the site. The developer shall provide all necessary documentation for the City's Engineering Department to evaluate the storm drain system. All storm drain systems shall be installed to meet City Standards and State regulations.
- 21) The project shall comply with all the Post Construction Standards required to comply with State requirements for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).
- 22) All landscaping shall be kept healthy and maintained, and any damaged or missing landscaping shall be replaced immediately.
- 23) The applicant shall work with the City's Refuse Department to determine the best location for the refuse enclosure and to determine if a recycling container would be required.
- 24) The applicant shall submit an Industrial User Survey to the City's Water Quality Control Division during the building permit stage.
- 25) All portions of the property not occupied by paving or building shall be maintained to acceptable standards for health, fire safety, and aesthetic reasons. Grasses and weeds shall be kept to a maximum of six inches (however, the use of xeriscape is

acceptable), or as otherwise required by the Fire Department and Merced County Health Department.

- 26) Parking lot and building lighting shall be shielded or oriented in a way that does not allow "spill-over" onto adjacent lots in compliance with the California Energy Code requirements.
- 27) The Project shall have a separate Irrigation and Domestic water service line going from the water main to the property line.
- 28) Irrigation for all on-site landscaping shall be provided by a drip system or microspray system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other State or City mandated water regulations.
- 29) Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received. The applicant shall begin forming the CFD prior to obtaining the Certificate of Occupancy for the 23,500-s.f. garage/warehouse identified as Building C at Exhibit C.
- 30) Gravel surfaces may be used in areas not intended for vehicle traffic (e.g. parking areas, driving aisles, etc.), subject to the approval of the Director of Development Services.
- 31) The applicant's request to install a 10-foot-tall fence is being approved with this permit.
- 32) The request to install barbed wire fencing shall require approval of a Minor Use Permit from the Planning Department.
- 33) The future regional spoils recycling yard (184, 843 s.f.) is being approved with this site plan permit, but shall comply with all conditions of approval found on this report (Site Plan Resolution #418). A building permit application shall be submitted to the Building Department before constructing the regional spoils recycling yard. Minor changes to the design of the regional spoils recycling yard may be approved administratively by the Director of Development Services, or be referred to the Site Plan Review Committee, if deemed necessary by the Director of Development Services.

Site Plan Review Resolution #418 April 26, 2018 Page 6

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

4-26-2018 DATE

Francisco Mendoza-Gonzalez

Planner TITLE

**Exhibits** 

A) Location Map

B) Project Site Plan

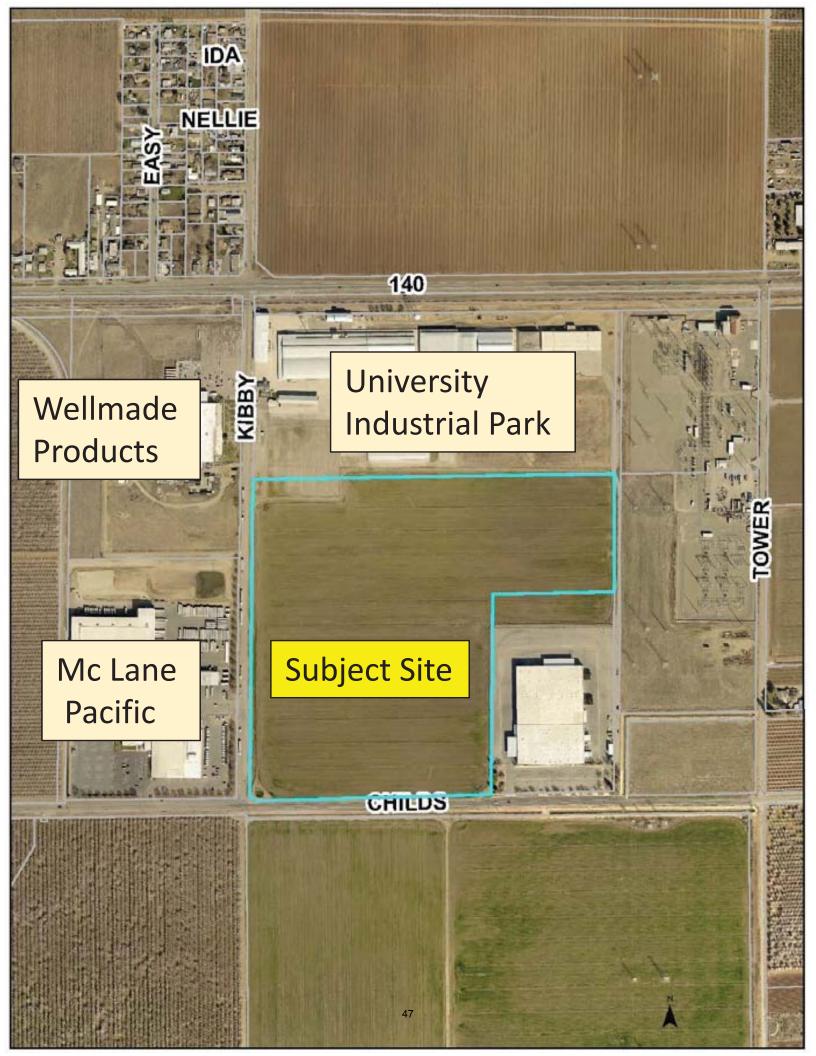
C) Developed Area Site Plan

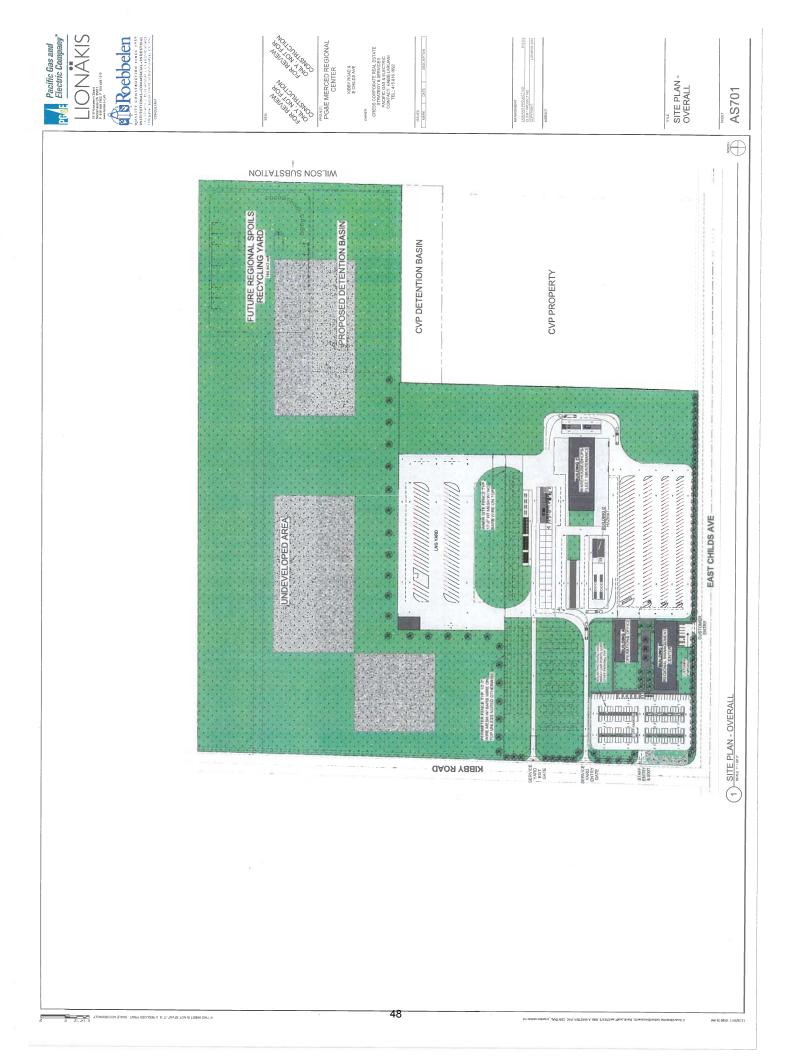
D) Elevations/Floor Plans

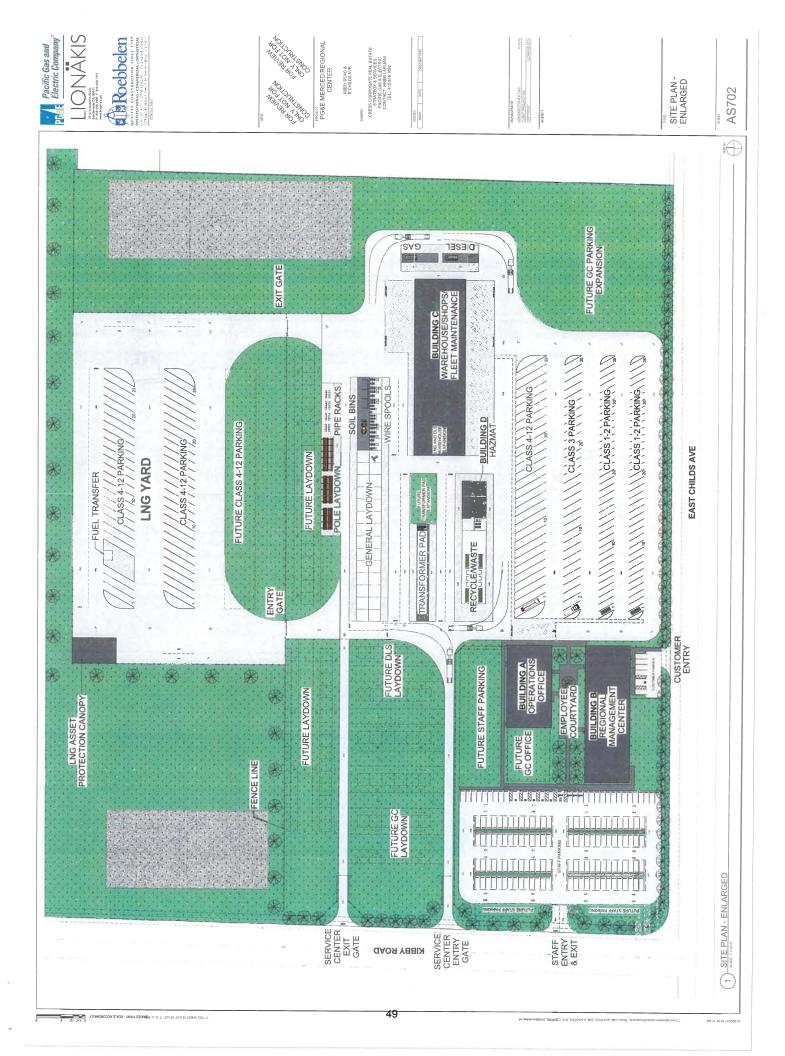
E) Boundary Adjustment Resolution #946 (from BA #17-04)

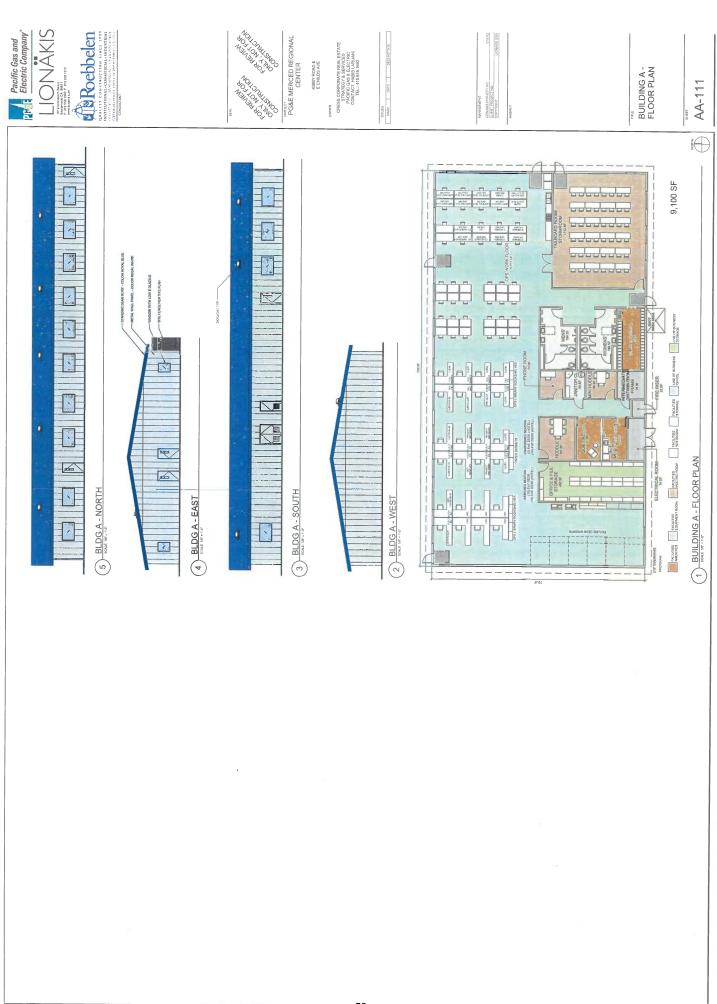
F) Initial Study

G) Negative Declaration









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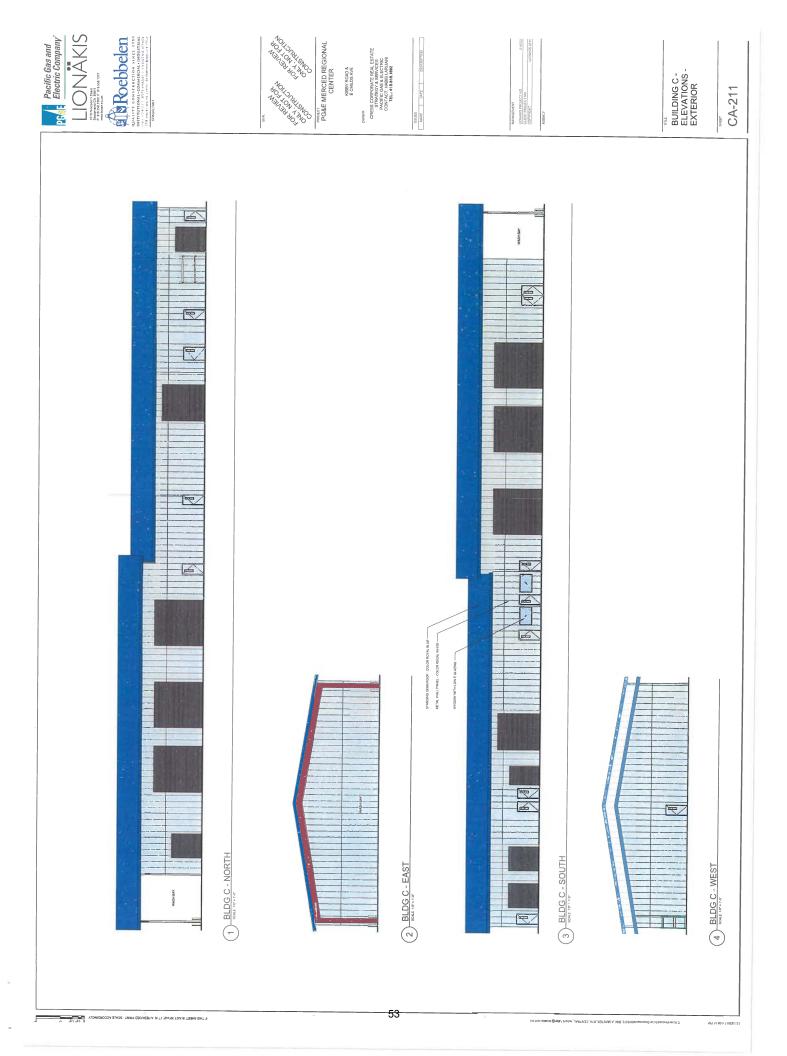
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### <u>CITY OF MERCED</u> Minor Subdivision Committee Boundary Adjustment #17-04

### **RESOLUTION #946**

WHEREAS, the Merced City Minor Subdivision Committee met on December 12, 2017, to consider Boundary Adjustment Application #17-04, which would provide for the realignment of two lots as shown on the location map at Exhibit A and described in Exhibit B and Exhibit C (Parcel One - APN: 061-033-022 and "Remainder Parcel" - APN: 061-033-023) attached hereto.

Said Boundary Adjustment will result in the 2 newly adjusted parcels as shown on the map at Exhibit D and as described in Exhibits E and F attached hereto.

WHEREAS, said Boundary Adjustment #17-04 has been reviewed by the Merced Minor Subdivision Committee which has found:

- 1. In accordance with Government Code Section 66412(d), Boundary Adjustment #17-02 is excluded from the Subdivision Map Act requirements since the land taken from one parcel is added to another parcel and the number of parcels resulting is the same as, or less than the number of parcels at the beginning of the process.
- 2. The parcels being created do not violate the Merced Municipal Code Section 18.12.050 Lots.
- 3. The parcels being created conform to the minimum parcel size and dimensions for the City of Merced (Merced City Code, Zoning Ordinance).
- 4. The proposed minor subdivision complies with the currently adopted City of Merced General Plan.

NOW, THEREFORE, BE IT RESOLVED that the Minor Subdivision Committee for the City of Merced does approve Boundary Adjustment Application #17-04, submitted by Lyons Land and Cattle, Inc. and CVP Acquisition Corporation, property owners, subject to the following conditions:

- 1. As required by the State Subdivision Map Act, the following shall be provided to the Planning Department before this Boundary Adjustment can be finalized by the recording of a Certificate of Compliance:
  - a. The following documents prepared and 'wet stamped" by a licensed land surveyor, or a registered civil engineer authorized to perform land surveying:
    - i. Complete legal descriptions and exhibits of all newly adjusted parcels being certified.
    - ii. Map closures of lots being certified.

- b. A letter from the Merced County Tax Collector stating that taxes on all property involved have been paid. The Merced County Recorder requires a specific letter from the Tax Collector. Please contact the Merced County Tax Collector to determine if any additional taxes are due and to obtain the required letter.
- c. Signed and notarized grant deeds transferring property from one owner to another.
- d. Signed and notarized modifications to the Deeds of Trust and the recorded partial reconveyances of the Deeds of Trust affected by this boundary adjustment.
- e. An updated title report (dated within 30 days of the recording of the Certificates of Compliance).
- f. Recording fees.

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

Adopted this 12th day of December, 2017.

Chairman, Minor Subdivision Committee of the City of Merced, California Kim Espinosa for Scott McBride

ATTEST:

ing Secretary

Exhibits:

- A) Location Map
- B) Legal Description Existing Parcel 1
- C) Legal Description Existing Remainder Parcel
- D) Map of Adjusted Parcels
- E) Legal Description of Adjusted Parcel 1
- F) Legal Description of Adjusted Remainder Parcel

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#### LEGAL DESCRIPTION

#### **EXISTING PARCEL 1**

#### (Owner: CVP Acquisition Corporation)

All that certain real property situate in the southwest guarter of Section 26, Township 7 South, Range 14 East, Mount Diablo Base and Meridian in the City of Merced, County of Merced, State of California, described as follows:

Parcel 1 as shown on that certain Parcel Map filed for record in the office of the Merced County Recorder on October 22, 1991, in Book 70 of Parcel Maps, at Pages 24 and 25, being a division of a portion of Lots 12 and 13 as shown on the "Map of Grimes Subdivision No. 1" filed in Book 9 of Official Plats at Page 19, Merced County Records.

APN: 061-033-022; Containing 12.58 acres, more or less

# EXHIBIT B

#### **LEGAL DESCRIPTION**

#### **EXISTING "REMAINDER" PARCEL**

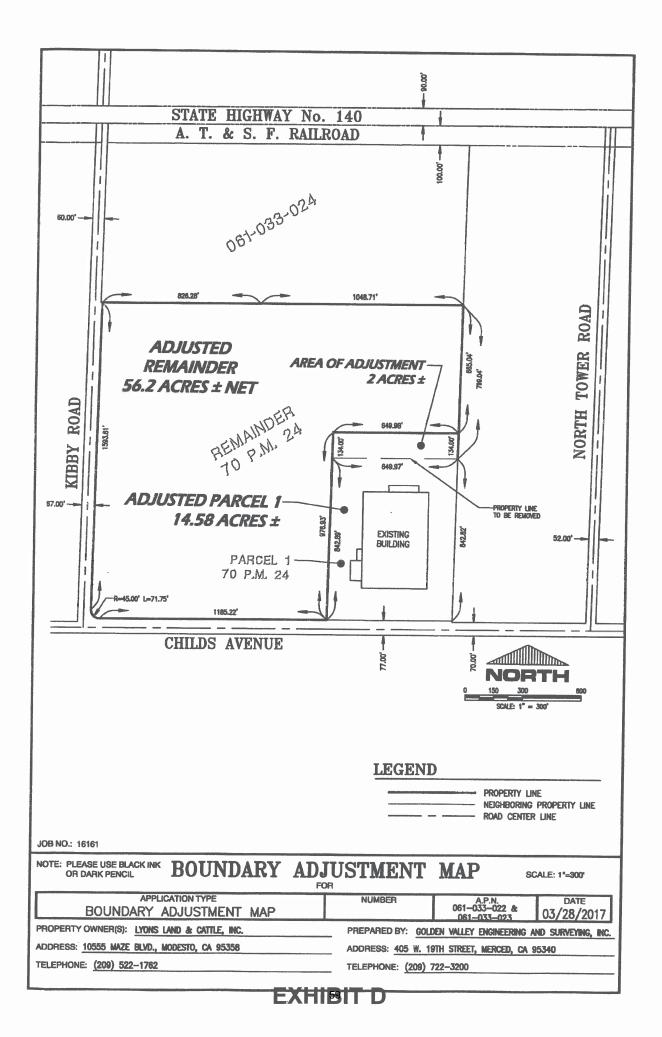
#### (Owner: Lyons Land & Cattle, Inc.)

All that certain real property situate in the southwest quarter of Section 26, Township 7 South, Range 14 East, Mount Diablo Base and Meridian in the City of Merced, County of Merced, State of California, described as follows:

"Remainder" as shown on that certain Parcel Map filed for record in the office of the Merced County Recorder on October 22, 1991, in Book 70 of Parcel Maps, at Pages 24 and 25, being a division of a portion of Lots 12 and 13 as shown on the "Map of Grimes Subdivision No. 1" filed in Book 9 of Official Plats at Page 19, Merced County Records.

APN: 061-033-023; Containing 58.2 acres, more or less

# **EXHIBIT C**



### Property Line Adjustment For Lyons Land and Cattle, Inc. and CVP Acquisition

### ADJUSTED PARCEL 1

All that certain real property situate in the southwest quarter of Section 26, Township 7 South, Range 14 East, Mount Diablo Base and Meridian, City of Merced, County of Merced, State of California, described as follows:

All of Parcel 1 as shown on that certain Parcel Map for Tri-Valley Growers filed in Book 70 of Parcel Maps at Pages 24-25, Merced County Records.

Together with a portion of the "Remainder" Parcel as shown on that certain Parcel Map for Tri-Valley Growers filed in Book 70 of Parcel Maps at Pages 24-25, Merced County Records described as follows:

BEGINNING at the northwest corner of said Parcel 1; thence N. 00°26'15" E. along the northerly extension of the west line of said Parcel 1, a distance of 134.00 feet; thence N. 89°16'00" E. parallel with the north line of said Parcel 1, a distance of 650.00 feet to a point on the east line of said "Remainder" Parcel; thence S. 00°26'15" W. along said east line, a distance of 134.00 feet to the northeast corner of said Parcel 1; thence S. 89°16'00" W. along the north line of said Parcel 1 a distance of 650.00 feet to the point of beginning.

EXHIBIT E

Said Adjusted Parcel 1 containing: 14.58 acres, more or less



J.N. 16-161

### Property Line Adjustment For Lyons Land and Cattle, Inc. and CVP Acquisition

### ADJUSTED REMAINDER

All that certain real property situate in the southwest quarter of Section 26, Township 7 South, Range 14 East, Mount Diablo Base and Meridian, City of Merced, County of Merced, State of California, described as follows:

The "Remainder" Parcel as shown on that certain Parcel Map for Tri-valley Growers filed in Book 70 of Parcel Maps at Pages 24-25, Merced County Records.

Excepting therefrom the following described portion thereof:

BEGINNING at the northwest corner of Parcel 1 as shown on the above referenced Parcel Map; thence N. 00°26'15" E. along the northerly extension of the west line of said Parcel 1, a distance of 134.00 feet; thence N. 89°16'00" E. parallel with the north line of said Parcel 1, a distance of 650.00 feet to a point on the east line of said "Remainder" Parcel; thence S. 00°26'15" W. along said east line, a distance of 134.00 feet to the northeast corner of said Parcel 1; thence S. 89°16'00" W. along the north line of said Parcel 1, a distance of 650.00 feet to the point of beginning.

Said Adjusted Parcel 2 containing: 56.2 acres, more or less



### CITY OF MERCED PLANNING & PERMITTING DIVISION

**TYPE OF PROPOSAL:** Site Plan Review #418

**INITIAL STUDY:** #18-03

**DATE RECEIVED:** February 23, 2018 (date application determined to be complete)

LOCATION: The parcel at the northeast corner of Childs Avenue and Kibby Road

ASSESSOR'S PARCEL NUMBERS: 061-033-027

(SEE ATTACHED MAP AT ATTACHMENTS A)

Please forward any written comments by April 26, 2018 to:

Francisco Mendoza-Gonzalez, Planner City of Merced Planning & Permitting Division 678 West 18<sup>th</sup> Street Merced, CA 95340 209-385-6929 mendozaf@cityofmerced.org

Applicant Contact Information:

Pacific Gas & Electric Attn: Tom Crowley 245 Market St., MC N15G San Francisco, CA 94105 (415) 271-7100 Thomas.crowley@pge.com

### **PROJECT DESCRIPTION**

The Project site consists of 28 acres within a vacant 56.2-acre parcel (APN: 061-033-027) located at the northeast corner of Kibby Road and Childs Avenue (Attachment A). The subject site has a zoning designation of Heavy Industrial (I-H) and a General Plan designation of Industrial (IND). The subject site is generally surrounded by industrial and agricultural uses.

The Project includes the construction of a new PG&E Service Center with a 9,100-square-foot operations building, a 15,400-square-foot regional management office, a 23,500-square-foot warehouse/garage, an employee parking lot (144 spaces), several laydown areas, a company vehicle parking lot (180 spaces), a customer parking lot (6 spaces), and a future regional spoils recycling yard (184, 843 s.f.).

### Project Location

The subject site is located within the southeast quadrant of Merced. The subject site is surrounded by industrial uses to the north, east, and west (across Kibby Road). Agricultural uses are located south of the subject site, across Childs Avenue. The closest single-family homes are located

# EXHIBIT F

approximately 1,200 feet north of the subject site, at the northwest corner of Highway 140 and Kibby Road (within County jurisdiction). The table below identifies the surrounding uses:

Table 1Surrounding Uses (Refer to Attachment A)					
Surrounding	Existing Use	Zoning	<b>City General Plan</b>		
Land	of Land	Designation	Land Use Designation		
	Merced University Industrial	Heavy Industrial			
North	Park	(I-H)	Industrial (IND)		
	Vacant Land	Heavy Industrial			
South	(across Childs Avenue)	(I-H)	Industrial (IND)		
		Heavy Industrial			
East	Pacific Gas & Electric	(I-H)	Industrial (IND)		
		Heavy Industrial			
West	Wellmade Products	(I-H)	Industrial (IND)		

## **1. INITIAL FINDINGS**

- A. The proposal is a project as defined by CEQA Guidelines Section 15378.
- B. The Project is not a ministerial or emergency project as defined under CEQA Guidelines (Sections 15369 and 15369).
- C. The Project is therefore discretionary and subject to CEQA (Section 15357).
- D. The Project is not Categorically Exempt.
- E. The Project is not Statutorily Exempt.
- F. Therefore, an Environmental Checklist has been required and filed.

## 2. CHECKLIST FINDINGS

- A. An on-site inspection was made by this reviewer on March 21, 2018.
- B. The checklist was prepared on March 23, 2018.
- C. The *Merced Vision 2030 General Plan* and its associated Environmental Impact Report [EIR (SCH# 2008071069)] were certified in January 2012. The document comprehensively examined the potential environmental impacts that may occur as a result of build-out of the 28,576-acre Merced (SUDP/SOI). For those significant environmental impacts (Loss of Agricultural Soils and Air Quality) for which no mitigation measures were available, the City adopted a Statement of Overriding Considerations (City Council Resolution #2011-63). This document herein incorporates by reference the *Merced Vision 2030 General Plan, the General Plan Program EIR* (SCH# 2008071069), and Resolution #2011-63.

As a subsequent development project within the SUDP/SOI, many potential environmental effects of the Project have been previously considered at the program level and addressed within the General Plan and associated EIR. (Copies of the General Plan and its EIR are available for review at the City of Merced Planning and Permitting Division, 678 West 18th Street, Merced, CA 95340.) As

a second tier environmental document, Initial Study #18-03 plans to incorporate goals and policies to implement actions of the *Merced Vision 2030 General Plan*, along with mitigation measures from the General Plan EIR, as mitigation for potential impacts of the Project.

Project-level environmental impacts and mitigation measures (if applicable) have been identified through site-specific review by City staff. This study also utilizes existing technical information contained in prior documents and incorporates this information into this study.

# **3.** Environmental Impacts:

Will the proposed project result in significant impacts in any of the listed categories? Significant impacts are those that are substantial, or potentially substantial, changes that may adversely affect the physical conditions within the area affected by the Project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. An economic or social change by itself shall not be considered a significant effect on the environment. A social or economic change related to a physical change may be considered in determining whether the physical change is significant. (Section 15372, State CEQA Guidelines. Appendix G of the Guidelines contains examples of possible significant effects.)

A narrative description of all "potentially significant," "negative declaration: potentially significant unless mitigation incorporated," and "less than significant impact" answers are provided within this Initial Study.

# A. Aesthetics

## **SETTING AND DESCRIPTION**

The project site is located in southeast Merced, approximately three miles east of Downtown and two miles east of Highway 99. The project site consists of vacant land totaling 28 acres. The terrain is generally flat. The site is surrounded by industrial uses to the north, east, and west. Agricultural uses are located south of the subject site, across Childs Avenue. The nearest residential neighborhoods are located 1,000 feet to the north and 2,500 feet to the west. The surrounding metal buildings have an industrial design that range in size between 60,000 square feet and 175,000 square feet. These buildings and structures range in height, between 20 and 40 feet.

The PG&E Service Center includes a 9,100-square-foot operations building, a 15,400-square-foot regional management offices, a 23,500-square-foot warehouse/garage. All of these buildings will have a similar design and simple rectangular form. The exterior will be constructed out of prefinished metal wall panels. The building heights will range between 19 feet and 25 ½ feet.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
A. <u>Aesthetics.</u> Will the Project:				
1) Have a substantial adverse effect on a scenic vista?				✓

2)	Substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?		✓
3)	Substantially degrade the existing visual character or quality of the site and its surroundings?	✓	
4)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	✓	

### 1) No Impact

No designated scenic vistas exist on the project site or in the project area. Therefore, no impacts in this regard would occur with this development.

### 2) No Impact

There are no officially designated State Scenic Highways or Routes in the project vicinity. Therefore, the Project would have no impact on scenic resources, such as rock outcroppings, trees, or historic buildings within a scenic highway.

### 3) Less-Than-Significant Impact

The proposed project would transform the site from an undeveloped site to a fully developed site. The proposed 26-foot tall structures would change the visual character, but not necessarily degrade the visual character of the site or surrounding area. The proposed buildings would have similar design (and scale) as the surrounding industrial buildings. The building would be set back approximately 250 feet from Kibby Road with landscaping and trees between the road and structures to improve the quality of the street view. Based on these factors, this impact is considered to be less than significant.

### 4) Less Than Significant

Construction of the proposed project and off-site improvements include new lighting on the buildings and throughout the parking lots. This new lighting could be a source of light or glare that would affect the views in the area. However, the City of Merced has adopted the California Green Building Standards Code as Section 17.07 of the Merced Municipal Code. As administered by the City, the Green Building Standards Code prohibits the spillage of light from one lot to another. This would prevent new glare effects on the existing buildings surrounding the project site.

## **B.** Agriculture Resources

### **SETTING AND DESCRIPTION**

Merced County is among the largest agriculture producing Counties in California (ranked fifth), with a gross income of more than \$4.4 billion in 2014. The County's leading agriculture commodities include milk, almonds, cattle and calves, chickens, sweet potatoes, and tomatoes.

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less-Than- Significant Impact	No Impact
B.	Agriculture Resources. Will the Project:				
	<ol> <li>Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and monitoring Program of the California Resources Agency, to non-agriculture?</li> </ol>			✓	
	2) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
	3) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?			✓	
	4) Cause development of non-agricultural uses within 1,000 feet of agriculturally zoned property (Right-to-Farm)?			✓	

### 1) Less-Than-Significant Impact

The project site is located within the City Limits of Merced. The California Department of Conservation prepares Important Farmland Maps through its Farmlands Mapping and Monitoring Program (FMMP). The system of classifying areas is based on soil type and use. According to the 2014 Merced County Important Farmlands Map, the project site is classified as "Unique Farmland". The conversion of this land from farmland to a developed urban parcel was analyzed as part of the Environmental Review for the *Merced Vision 2030 General Plan*. This impact was acknowledged as a significant and unavoidable impact, and a Statement of Overriding Considerations (City Council Resolution #2011-63) has been adopted. Therefore, CEQA requires no further review. This impact is considered less than significant.

### 2) No Impact

There are no Williamson Act contract lands in this area and the land is not currently zoned for agricultural uses. Therefore, there is no impact.

### 3) Less-Than-Significant Impact

Refer to Item #1 above.

### 4) Less-Than-Significant Impact

The nearest land being used for farming is located south of the subject site (across Childs Avenue within County jurisdiction). The proposed development would not cause the use of this land to change.

# C. Air Quality

### SETTING AND DESCRIPTION

The project site is in the San Joaquin Valley Air Basin (SJVAB), which includes the southern half of the Central Valley and is approximately 250 miles long and an average of 35 miles wide. The Coast Ranges, which have an average height of 3,000 feet, serve as the western border of the SJVAB. The San Emigdio Mountains, part of the Coast Ranges, and the Tehachapi Mountains, part of the Sierra Nevada, are both south of the SJVAB. The Sierra Nevada extends in a northwesterly direction and forms the air basin's eastern boundary. The SJVAB is mostly flat with a downward gradient to the northwest.

The climate of the SJVAB is heavily influenced by the presence of these mountain ranges. The mountain ranges to the west and south induce winter storms from the Pacific Ocean to release precipitation on the western slopes, producing a partial rain shadow over the valley. A rain shadow is defined as the region on the leeward side of a mountain where noticeably less precipitation occurs because clouds and precipitation on the windward side remove moisture from the air. In addition, the mountain ranges block the free circulation of air to the east and entrap stable air in the Central Valley for extended periods during the cooler months.

Winters in the SJVAB are mild and fairly humid, and summers are hot, dry, and typically cloudless. During the summer, a high-pressure cell is centered over the northeastern Pacific, resulting in stable meteorological conditions and steady northwesterly winds.

### **Existing Ambient Air Quality**

The California Air Resources Board (ARB) and the U.S. Environmental Protection Agency (EPA) focus on ozone, carbon monoxide (CO), nitrogen dioxide (NO<sub>2</sub>), sulfur dioxide (SO<sub>2</sub>), particulate matter (PM), and lead as indicators of ambient air quality. Because these are the most prevalent air pollutants known to be deleterious to human health, and because extensive health-effects criteria documents are available, they are commonly referred to as criteria air pollutants.

EPA has established primary and secondary national ambient air quality standards (NAAQS) for ozone, CO, NO<sub>2</sub>, SO<sub>2</sub>, respirable particulate matter 10 micrometers or less in diameter (PM<sub>10</sub>), fine particulate matter 2.5 micrometers or less in diameter (PM<sub>2.5</sub>), and lead. The primary and secondary standards are intended to protect public health and public welfare, respectively. In addition to the NAAQS, ARB has established California ambient air quality standards (CAAQS) for sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particulate matter. In most cases, the CAAQS are more stringent than the NAAQS.

Concentrations of criteria air pollutants are measured at several monitoring stations in the SJVAB. Since 1991, there have been two monitoring stations in Merced: S. Coffee Avenue and 2334 M Street. Table C-1 summarizes air quality data from these monitoring stations for the most recent years available. The 8-hour state and federal ozone, 1-hour state ozone, state and federal  $PM_{2.5}$ , and state  $PM_{10}$  standards were all exceeded on multiple days between 2011 and 2016, while the federal  $PM_{10}$  standard has never been exceeded (see Table C-1).

	Merced—S. Coffee Avenue Merced—2334 M Stre			Street				
		Ozone			Р	$\mathbf{PM}_{10}$		
Year	8-Hour State	8-Hour Federal <sup>1</sup>	1-Hour State	Federal PM <sub>2.5</sub> <sup>2</sup>	State <sup>2</sup>	Federal <sup>2</sup>	Federal PM <sub>2.5</sub> <sup>2</sup>	
2016	29	28	2	5	6	0	2	
2015	34	29	2	15	5	0	5	
2014	44	40	3	16	9	0	5	
2013	31	29	5	16	13	0	11	
2012	25	24	2	8	9	0	4	
2011	41	38	2	21	8	0	2	

### Table C-1 **Ambient Air Quality in Merced:** Number of Days Exceeding State and Federal Standards

matter 10 micrometers or less in diameter

<sup>1</sup>National 2015 standard (0.070 part per million).

<sup>2</sup> Measured number of days over the 24-hour standard.

Source: ARB 2017a

Both ARB and EPA use monitoring data to designate areas according to their attainment status for criteria air pollutants. The purpose of the designations is to identify areas with air quality problems and thereby initiate planning efforts for improvement. The three basic designation categories are nonattainment, attainment, and unclassified. Unclassified is used in an area that cannot be classified on the basis of available information as meeting or not meeting the standards. In addition, the California designations include a subcategory of the nonattainment designation, called *nonattainment-transitional*. The nonattainment-transitional designation is given to nonattainment areas that are progressing and nearing attainment. Table C-2 presents the attainment designations for Merced County for each criteria pollutant.

	Designation/Class	ification		
Pollutant	Federal Standards	State Standards		
Ozone—1-Hour	No Federal Standard <sup>1</sup>	Nonattainment/Severe		
Ozone—8-Hour	Nonattainment/Extreme	Nonattainment		
PM <sub>10</sub>	Attainment	Nonattainment		
PM <sub>2.5</sub>	Nonattainment	Nonattainment		
СО	Unclassified/Attainment	Unclassified/Attainment		
NO <sub>2</sub>	Unclassified/Attainment	Attainment		
SO <sub>2</sub>	Unclassified/Attainment	Attainment		
Lead (Particulate)	No Designation/Classification	Attainment		
Hydrogen Sulfide	No Federal Standard	Unclassified		
Sulfates	No Federal Standard	Attainment		
Visibility-Reducing Particles	No Federal Standard	Unclassified		
Vinyl Chloride No Federal Standard Attainment				
	$O_2$ = nitrogen dioxide; $PM_{2.5}$ = fine particulate ulate matter 10 micrometers or less in diameter			
	and ambient air quality standard was revoked or			

 Table C-2

 Merced County Attainment Designations (Federal and State)

The San Joaquin Valley Air Pollution Control District (SJVAPCD) attains and maintains air quality conditions in Merced County through a comprehensive program of planning regulation, enforcement, technical innovation, and promotion of the understanding of air quality issues. The clean-air strategy of SJVAPCD includes preparing plans for the attainment of ambient air quality standards, adopting and enforcing rules and regulations governing air pollution sources (SJVAPCD 2017b), and issuing permits for stationary sources of air pollution. SJVAPCD also inspects stationary sources and responds to citizen complaints, monitors ambient air quality and meteorological conditions, and implements programs and regulations required by the federal Clean Air Act and the California Clean Air Act.

The *Guide for Assessing and Mitigating Air Quality Impacts* is an advisory document that provides uniform procedures for lead agencies, consultants, and project applicants to use when addressing air quality in environmental documents (SJVAPCD 2015). The guide contains:

- criteria and thresholds for determining whether a project may have a significant adverse impact on air quality;
- specific procedures and modeling protocols for quantifying and analyzing air quality impacts;
- methods available to mitigate impacts; and
- information for use in air quality assessments and environmental impact reports that will be updated more frequently such as air quality data, regulatory setting, climate, and topography.

### **Air Quality Plans**

SJVAPCD prepares and submits air quality attainment plans (AQAPs) in compliance with California Clean Air Act requirements. The California Clean Air Act also requires a triennial assessment of the extent of air quality improvements and emission reductions achieved through the use of control measures. The assessment requires that the attainment plans be reviewed and, if necessary, revised to correct for deficiencies in progress and incorporate new data or projections. As a nonattainment area, the region also must submit rate-of-progress milestone evaluations in accordance with the Clean Air Act Amendments. These milestone reports include compliance demonstrations showing that the requirements have been met for the nonattainment area.

The AQAPs and reports present comprehensive strategies to reduce emissions of reactive organic gases (ROG), oxides of nitrogen (NO<sub>X</sub>), and  $PM_{10}$  from stationary, area, mobile, and indirect sources. These strategies include adopting rules and regulations; implementing a new and modified indirect-source review (ISR) program; adopting local air quality plans; and implementing stationary-, mobile-, and indirect-source control measures. Table C-3 summaries SJVAPCD's most current AQAPs.

Pollutant	Plan Title	Date	Status
	SJVAB 8-Hour O <sub>3</sub> Plan (2015 EPA Standard)	Pending	Public workshops in progress
	SJVAB 8-Hour O3 Plan (2008 EPA standard)	June 2016	Adopted by SJVAPCD June 2016
Ozone	San Joaquin Valley's 2013 Plan to Attain the Revoked Federal 1-Hour $O_3$ Standard	November 2013	Submitted to EPA in December 2013 <sup>1</sup>
	Draft Staff Report, 8-Hour O3 Reasonably Available Control Technology—State Implementation Plan Analysis	April 2006	Adopted by SJVAPCD in August 2006
	2007 San Joaquin Valley 8-Hour O3 Plan	March 2012	Approved by ARB in June 2007 Approved by EPA in March 2012
Carbon Monoxide	2004 Revision to the California State Implementation Plan for CO Updated Maintenance Plan For Ten Federal Planning Areas	July 2004	Adopted by ARB July 2004
	2007 $PM_{10}$ Maintenance Plan and Request for Redesignation	September 2007	Approved by EPA in November 2008
Respirable	2012 PM <sub>2.5</sub> Plan to Attain the Federal 24-Hour PM <sub>2.5</sub> Standard	January 2013	Submitted to EPA in November 2014 <sup>2</sup>
and Fine Particulate Matter	2015 Plan for the 1997 PM <sub>2.5</sub> Standard	April 2015	Approved by SJVAPCD in April 2015 and submitted to EPA
	2016 Moderate Area Plan for the 2012 PM <sub>2.5</sub> Standard	September 2016	Adopted by SJVAPCD in September 2016
	2018 PM <sub>2.5</sub> Plan for 1997, 2006, and 2012 PM <sub>2.5</sub> Standards	Pending	Public workshops in progress

 Table C-3

 Summary of SJVAPCD Air Quality Attainment Plans

Notes: ARB = California Air Resources Board; CO = carbon monoxide; EPA = U.S. Environmental Protection Agency;  $O_3$  = ozone;  $PM_{2.5}$  = fine particulate matter 2.5 micrometers or less in diameter;  $PM_{10}$  = respirable particulate matter 10 micrometers or less in diameter; SJVAB = San Joaquin Valley Air Basin; SJVAPCD = San Joaquin Valley Air Pollution Control District

<sup>1</sup> Effective June 15, 2005, EPA revoked in full the national 1-hour ozone ambient air quality standard, including associated designations and classifications. The *2013 Plan for the Revoked 1-Hour O<sub>3</sub> Standard* was approved by SJVAPCD's Governing Board on September 19, 2013. The plan demonstrates that the air basin will attain the revoked 1-hour ozone standard by 2017.

 $^2$  SJVAPCD submitted a Supplemental Document for the 2012 PM<sub>2.5</sub> Plan demonstrating that attainment of the 2006 PM<sub>2.5</sub> standard by 2015 would not be practical. The document requested a reclassification of SJVAB to serious nonattainment.

Sources: SJVAPCD 2013, 2017c, 2017d; ARB 2011, 2017b

### **Indirect-Source Review**

The Indirect-Source Review (ISR) Rule (Rule 9510) and the Administrative ISR Fee Rule (Rule 3180) (SJVAPCD 2017b) are the result of state requirements outlined in California Health and Safety Code Section 40604 and the State Implementation Plan (SIP). SJVAPCD's AQAPs include the SIP's commitments to reach the ambient air-pollution standards on schedule. The plans identify growth and reductions in multiple source categories. They also quantify the reduction from current SJVAPCD rules and proposed rules, as well as state and federal regulations, and then model future emissions to determine whether SJVAPCD may reach attainment for applicable pollutants.

Rule 9510 applies to new developments that exceed a certain threshold size. An application must be submitted for any project that exceeds the Rule 9510 thresholds listed below unless the Project would have mitigated emissions of less than 2 tons per year (tpy) each of NOx and PM<sub>10</sub>.

- 50 residential units
- 2,000 square feet of commercial space
- 9,000 square feet of educational space
- 10,000 square feet of government space
- 20,000 square feet of medical or recreational space
- 25,000 square feet of light industrial space
- 39,000 square feet of general office space
- 100,000 square feet of heavy industrial space
- 9,000 square feet of any land use not identified above

The Project is subject to Rule 9510 because it would involve developing more than 25,000 square feet of light industrial space between the warehouse/fleet/shop building, hazardous materials storage, material laydown area, and regional spoils recycling yard. Additionally, construction and operational NO<sub>x</sub> emissions would exceed 2 tpy.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
C. <u>Air Quality.</u> Would the Project:				
1) Conflict with or obstruct implementation of the applicable air quality plan?			✓	
2) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			~	
<ul> <li>3) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for O<sub>3</sub> precursors)?</li> </ul>			✓	
4) Expose sensitive receptors to substantial pollutant concentrations?			✓	
5) Create objectionable odors affecting a substantial number of people?			~	

Impacts are evaluated below on the basis of both State CEQA Guidelines Appendix G criteria and SJVAPCD significance criteria.

SJVAPCD's thresholds for determining environmental significance separate a project's short-term emissions from long-term emissions. The short-term emissions are related mainly to the construction phase of a project. For this project, the long-term emissions are related primarily to worker trips, equipment operation at the regional spoils recycling yard, along with emissions generated from building water, energy, and waste that would occur indefinitely as a result of project operations.

### 1) Less-than-Significant Impact

Air quality plans describe air pollution control strategies to be implemented by a city, county, or region. SJVAPCD is responsible for developing and implementing AQAPs for each criteria air pollutant for which the region does not meet the applicable standard. AQAP documents are transmitted to ARB and EPA for incorporation into the SIP, a general plan to attain and maintain the NAAQS for complying with the federal Clean Air Act.

Table C-3 lists recent SJVAPCD AQAPs. The plans account for projections of population growth and vehicle miles traveled (VMT) provided by the San Joaquin Council of Governments in the SJVAB and identify strategies for bringing regional emissions into compliance with federal and state air quality standards. Because population growth and projected VMT are the basis of the AQAPs' strategies, a project would conflict with a plan if it would result in more growth or VMT than projected in the applicable plan. The primary

way of determining whether a project would result in more growth or VMT than in the AQAPs is to determine consistency with the applicable general plan.

The *Merced Vision 2030 General Plan* (City of Merced 2012) is the applicable general plan. However, the population projections used in the previous general plan, the *Merced Vision 2015 General Plan* (City of Merced 1997), included projects through 2035 and were higher than those used in the 2030 general plan (see Table C-4). The project site is in the Manufacturing/Industrial land use designation in the *Merced Vision 2030 General Plan*. Because the Project would involve relocating an existing land use within the plan area, it can be assumed that it was included in the *Merced Vision 2030 General Plan*. It is reasonable to assume that the growth was accounted for in the AQAPs' calculations and that this project would not create a significant impact. Therefore, implementation of the Project would not exceed the assumptions used to develop the air quality plans and would neither obstruct nor conflict with implementation strategies. The impact would be less than significant.

	Population within City	Percent of
Year	2015 SUDP Area	<b>Merced County</b>
Merced Vision 2015	General Plan (1997): 1990–2035 H	Projections
1990	60,900	34.1
1995	83,830	35.2
2000	89,940	35.5
2010	116,800	38.3
2015	133,250	39.2
2020	149,700	39.7
2035	202,070	42.3
Merced Vision 2030	General Plan (2012): 2000–2030 H	Projections
2000	63,893	30.4
2005	74,010	30.7
2010	85,798	31.1
2015	99,463	31.6
2020	115,305	32.1
2030	154,961	33.7

 Table C-4

 Population Projections in the Current and Previous Merced General Plans

Notes: City = City of Merced; SUDP = Specific Urban Development Plan Sources: City of Merced 1997, 2012

# 2) Less-than-Significant Impact

SJVAPCD published the *Guide for Assessing and Mitigating Air Quality Impacts*, which is intended as an advisory document for other agencies, consultants, and project proponents to use when preparing CEQA documents (SJVAPCD 2015). Table C-5 lists the SJVAPCD-adopted thresholds of significance for emissions of criteria air pollutants and/or their precursors (ROGs and NO<sub>X</sub> are precursors to ozone; hereafter, ozone precursors are included in reference to ozone).

	Emissior	ns (tpy)
Pollutant/Precursor	Construction	Operations
Carbon Monoxide (CO)	100	100
Oxides of Nitrogen (NO <sub>X</sub> )	10	10
Reactive Organic Gases (ROG)	10	10
Oxides of Sulfur (SO <sub>X</sub> )	27	27
Respirable Particulate Matter (PM <sub>10</sub> )	15	15
Fine Particulate Matter (PM <sub>2.5</sub> )	15	15

#### Table C-5 SJVAPCD-Adopted Thresholds of Significance for Criteria Pollutants and Precursors

#### **Construction Emissions**

Project construction would temporarily generate ROG,  $NO_X$ ,  $PM_{10}$ , and  $PM_{2.5}$  emissions from the use of off-road construction equipment, on-road motor vehicles, soil excavation and material transport. ROG and  $NO_X$  emissions are associated primarily with exhaust from mobile equipment. Fugitive dust emissions occur primarily during site preparation and grading and vary based on parameters such as soil silt content, soil moisture, wind speed, acreage of disturbance area, and miles traveled by construction vehicles on- and offsite.

The Project includes the construction of the PG&E Merced Regional Center in two phases. Construction of Phase 1 would extend for approximately 16 months and construction of Phase 2 would occur within 5 years of Phase 1 being completed for approximately 4 weeks. To conservatively estimate construction-related emissions generated by the Project, construction of Phase 1 was assumed to have overlapping phases and begin in 2018. Construction of Phase 2 was conservatively modeled to occur in 2019. Should construction of Phase 2 begin later than 2019, the emissions presented in this analysis would be conservative because emission factors in later years account for technology improvements and efficiencies. Construction-related emissions Estimator Model (CalEEMod), Version 2016.3.2 (CAPCOA 2017). CalEEMod allows the user to enter project-specific construction information, such as types, number, and horsepower of construction equipment, and number and length of off-site motor vehicle trips. Emissions were calculated using project-specific equipment lists and a construction schedule provided by Roebbelen.

Table C-6 presents the Project's total estimated construction-related emissions of criteria air pollutants. Construction-related air quality impacts were determined by comparing these modeling results with applicable SJVAPCD significance thresholds. Additional modeling assumptions and details are provided in Appendix C-1 of the CEQA Guidelines.

Voor/Degenintien	Emissions (tpy)							
Year/Description	ROG	NOx	СО	SOx	<b>PM</b> <sub>10</sub>	PM2.5		
2018 Emissions	0.61	3.67	2.19	0.01	0.40	0.24		
2019 Emissions	0.22	1.33	0.86	0.00	0.17	0.10		
SJVAPCD								
Regional	10	10	100	27	15	15		
Thresholds <sup>1</sup>								
Exceed Threshold?	No	No	No	No	No	No		
Notes: $CO = carbon monoxide; NO_X = oxides of nitrogen; PM_{2.5} = fine particulate matter 2.5 micrometers or less in diameter; PM_{10} = respirable particulate matter 10 micrometers or less in diameter; ROG = reactive organic gases; SJVAPCD = San Joaquin Valley Air Pollution Control District; SOX = oxides of sulfur; tpy = tons per year 1SJVAPCD 2015$								

 Table C-6

 Estimated Unmitigated Annual Construction-Related Emissions

Construction-related emissions of ROG, NO<sub>X</sub>, CO, SO<sub>X</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> would not exceed applicable mass emission thresholds established by SJVAPCD (see Table C-4). The contractor is also required to comply with SJVAPCD's Regulation VIII, Fugitive Dust PM<sub>10</sub> Prohibitions (SJVAPCD 2017b) and to implement all applicable control measures, as required by law. Regulation VIII includes the following required control measures, among others:

- During active operations, apply water or chemical/organic stabilizers/suppressants sufficient to limit visible dust emissions (VDE) to 20 percent opacity.
- When handling bulk materials, apply water or chemical/organic stabilizers/suppressants sufficient to limit VDE to 20 percent opacity.
- Load all haul trucks such that the freeboard is not less than 6 inches when material is transported across any paved public access road sufficient to limit VDE to 20 percent opacity.
- Cover haul trucks with a tarp or other suitable cover.
- Clean the interior of the cargo compartment or cover the cargo compartment before the empty truck leaves the site.
- Prevent carryout and trackout, or immediately remove carryout and trackout when it extends 50 feet or more from the nearest unpaved surface exit point of a site.

#### **Operational Emissions**

Operational emissions following construction of the Project would be generated by mobile, area, energy, and stationary sources. Mobile-source emissions are associated with employee and visitor vehicle trips and the use of off-road equipment. Area sources would include consumer products, periodic architectural coatings, and landscape equipment for residential land uses. Energy sources would include natural gas combustion for space and water heating in the buildings. Stationary-source emissions are associated with the occasional use of the emergency backup generator.

This analysis presents a conservative estimate of emissions because the Project would relocate the existing Merced Service Center to the project site. The net change in operational emissions was not calculated. Operational emissions associated with the emergency generator, worker trips, building energy, water, waste, and use of off-road equipment were modeled using CalEEMod Version 2016.3.2. Additional modeling assumptions and details are provided in Appendix C-1.

Table C-7 presents the Project's annual operational emissions and compares them with SJVAPCD thresholds of significance. The Project would result in daily operational emissions of approximately 2 tpy of CO, 2 tpy of NO<sub>X</sub>, and less than 1 tpy of ROG, SO<sub>X</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub>. The Project's annual long-term operational emissions would not exceed SJVAPCD's thresholds of significance.

Samuel Decemination		<b>Emissions (tpy)</b>							
Source/Description	ROG	NOx	СО	SOx	<b>PM</b> <sub>10</sub>	PM <sub>2.5</sub>			
Annual Emissions	0.40	2.20	1.67	0.01	0.35	0.11			
SJVAPCD Regional Thresholds <sup>1</sup>	10	10	100	27	15	15			
Exceed Threshold?	No	No	No	No	No	No			

 Table C-7

 Estimated Unmitigated Annual Operational Emissions

in diameter;  $PM_{10}$  = respirable particulate matter 10 micrometers or less in diameter; ROG = reactive organic gases; SJVAPCD = San Joaquin Valley Air Pollution Control District;  $SO_X$  = oxides of sulfur; tpy = tons per year <sup>1</sup>SJVAPCD 2015

The Project is subject to Rule 9510, which requires the applicant to provide an approved air impact assessment (AIA) application to SJVAPCD, including:

- an estimate of construction-related and operational emissions before implementation of mitigation measures;
- a list of the mitigation measures to be applied to the Project;
- an estimate of emissions for each applicable pollutant for the Project, or each phase thereof, following the implementation of mitigation; and
- a calculation of the applicable off-site fee, if required.

The ISR Rule specifies the following general mitigation requirements in the assessment for construction and operation:

- Exhaust emissions for construction equipment greater than 50 horsepower used or associated with the development project shall be reduced by 20 percent of the total NO<sub>x</sub> and by 45 percent of the total PM<sub>10</sub> emissions from the statewide average as estimated by ARB. This can be achieved by using add-on controls, cleaner fuels, or newer lower emitting equipment.
- The Project's operational baseline NO<sub>X</sub> emissions shall be reduced by 33.3 percent over a period of 10 years as quantified in the approved AIA.

• The Project's operational baseline PM<sub>10</sub> emissions shall be reduced by 50 percent over a period of 10 years as quantified in the approved AIA.

These requirements could be met through any combination of on-site emission reduction measures or offset off-site fees. However, to be credited toward ISR requirements, any on-site emission reductions must be both quantifiable and verifiable.

The Project would be required to implement all applicable dust control measures during project construction to maintain compliance with Regulation VIII and Rule 9510. The Project's annual long-term operational emissions would not exceed SJVAPCD's thresholds of significance. Therefore, based on the emissions estimates shown in Tables C-6 and C-7, with implementation of dust control measures as required by Regulation VIII and compliance with Rule 9510, the Project's construction-related and operational emissions would not violate an ambient air quality standard or contribute substantially to an existing violation. This impact would be less than significant.

#### 3) Less-than-Significant Impact

A significant impact related to air quality would occur if implementing the Project would result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is nonattainment under an applicable NAAQS or CAAQS.

The cumulative analysis of construction-related and operational emissions focuses on whether a specific project would result in a cumulatively considerable increase in emissions. By its very nature, air pollution is largely a cumulative impact. The nonattainment status of regional pollutants is a result of past and present development within the SJVAB, and this regional impact is cumulative rather than attributable to any one source. A project's emissions may be individually limited but cumulatively considerable when taken in combination with past, present, and future development projects. The thresholds of significance are relevant to whether a project's individual emissions would result in a cumulatively considerable incremental contribution to existing cumulative air quality conditions. If a project's emissions would be less than those threshold levels, the Project would not be expected to result in a considerable incremental contribution to the significant cumulative impact.

As shown in Tables C-6 and C-7, the Project would not generate emissions of criteria air pollutants that would exceed any threshold for construction or operational activities. Because the thresholds of significance for criteria pollutants would not be exceeded, the Project's construction-related and operational emissions would not result in a cumulatively considerable net increase for any criteria pollutant for which SJVAPCD is in nonattainment under applicable NAAQS or CAAQS. Therefore, this impact would be less than significant.

#### 4) Less-than-Significant Impact

Sensitive receptors are facilities that house or attract children, the elderly, and people with illnesses, or other people who are especially sensitive to the effects of air pollutants. Examples of sensitive receptors include hospitals, schools, convalescent facilities, and

residential areas. The Project is on undeveloped land in an area partly developed with industrial and agricultural uses. The considerable buffer distance from the nearest sensitive receptor would provide a substantial distance for pollutant concentrations to dilute to nominal levels. ARB has published guidance showing a 70 percent decrease in PM emissions at 500 feet from freeways, which are continuous emission sources, and an 80 percent decrease at 1,000 feet from distribution centers (ARB 2005). The closest residence to the project site is 1,200 feet to the northwest

The greatest potential for project-related emissions of toxic air contaminants (TACs) is related to the diesel PM emissions that would be generated by heavy-duty construction equipment. Off-road construction equipment used for the Project would generate diesel exhaust PM emissions. According to the Office of Environmental Health Hazard Assessment, health risk assessments that determine the health risks associated with exposure of residential receptors to TAC emissions should be based on a 30-year exposure period (OEHHA 2015). However, health risk assessments should be limited to the period/duration of emissions-generating activity. Project construction would last approximately 16 months, less than 5 percent of the required exposure period for health risk assessments. Additionally, because no sensitive receptors are in the project vicinity, the risk of exposure would be minimal.

Neither construction-related nor operational emissions for the Project would exceed the thresholds of significance. Therefore, the Project would not expose nearby sensitive receptors to substantial pollutant concentrations. This impact would be less than significant.

#### 5) Less-than-Significant Impact

The occurrence and severity of odor impacts depend on numerous factors, including the nature, frequency, and intensity of the source; wind speed and direction; and the presence of sensitive receptors. Offensive odors rarely cause any physical harm, but they still can be very unpleasant, leading to considerable distress and often generating citizen complaints to local governments and regulatory agencies.

Project construction equipment would emit diesel exhaust that could result in short-term odorous emissions. However, because of the temporary nature of these emissions, the highly diffusive properties of diesel exhaust, and the location of the project site, construction-related odors would not affect a substantial number of people. Standard construction techniques would be implemented, and the odors would be temporary and typical of most construction sites. Once constructed, the regional spoils recycling yard would include the use of a shaker machine, wheel loader, water truck, and two hauler trucks to transport materials to the project site; however, the ongoing operations would not be a source of odors.

Potential sources of odors during project construction would include exhaust from diesel construction equipment. Odors from off-road equipment and on-road vehicles would be temporary and typical of most construction sites. Therefore, potential odor emissions would be short term and would not be considered harmful or a nuisance to a substantial number of people. This impact would be less than significant.

# **D. Biological Resources**

# **SETTING AND DESCRIPTION**

The project site is located in southeast Merced. There are industrial businesses to the north, east, and west of the subject site. The property south of the subject site (across Childs Avenue), is designated for agricultural uses. The project site does not contain any trees, creeks, or other wetland areas.

The general project area is located in the Central California Valley eco-region (Omernik 1987). This eco-region is characterized by flat, intensively farmed plains with long, hot, dry summers and cool, wet winters (14-20 inches of precipitation per year). The Central California Valley eco-region includes the Sacramento Valley to the north, the San Joaquin Valley to the south, and it ranges between the Sierra Nevada Foothills to the east and the Coastal Range foothills to the west. Nearly half of the eco-region is actively farmed, and about three-fourths of that farmed land is irrigated.

The biological resources evaluation, prepared as part of the *Merced Vision 2030 General Plan Program Environmental Impact Report* (EIR), does not identify the project area as containing any seasonal or non-seasonal wetland or vernal pool areas. Given the adjacent, built-up, urban land uses and major roadways, no form of unique, rare or endangered species of plant and/or animal life could be sustained on the subject site.

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
D.	<b>Biological Resources.</b> Would the Project:				
1)	Have a substantial adverse effect, either directly or through habitat modification, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				~
2)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			√	
3)	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				√
4)	A				~
5)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			✓	
6)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓

#### 1) No Impact

The proposed project would not have any direct effects on animal life by changing the diversity of species, number of species, reducing the range of any rare or endangered species, introducing any new species, or leading to deterioration of existing fish or wildlife habitat. Although the *Merced Vision 2030 General Plan* identifies several species of plant and animal life that exist within the City's urban boundaries, the subject site does not contain any rare or endangered species of plant or animal life.

#### 2) Less-than-Significant Impact

The proposed project would not have any direct effects on riparian habitat or any other sensitive natural community. The City General Plan identifies Bear, Black Rascal, Cottonwood, Miles, Fahrens, and Owens Creeks within the City's growth area. The subject site is approximately 2.5 miles from Black Rascal Creek. Black Rascal Creek is a Water of the U.S. under the jurisdiction of the U.S. Army Corps of Engineers (ACOE), the California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board. Any proposed "fill of that waterway would be subject to permits from ACOE, CDFW, and the Regional Water Quality Control Board. No such "fill" or disturbance of the waterway is proposed as part of this development. The City's General Plan requires the preservation of the creek in its natural state. No riparian habitat identified in CDFW or USFW plans are present on the project site. Therefore, the Project would have a less-than-significant impact on riparian habitat.

#### 3) No Impact

The project site would not have any direct effect on wetlands as no wetlands have been identified in the project area.

#### 4) No Impact

The Project would not have any adverse effects on any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridor, or impede the use of native wildlife nursery sites.

#### 5) Less Than Significant Impact

The Project would not interfere with any local policies or ordinances protecting biological resources such as tree preservation policy or ordinance. The City requires the planting and maintenance of street trees along all streets and parking lot trees in parking lots but has no other tree preservation ordinances.

#### 6) No Impact

The proposed project would not conflict with the provisions of a habitat conservation plan. There are no adopted Habitat Conservation Plans, Natural Conservation Community Plan, or other approved local, regional, or state Habitat Conservation Plan for the City of Merced or Merced County.

# **E.** Cultural Resources

# **SETTING AND DESCRIPTION**

The City of Merced area lies within the ethnographic territory of the Yokuts people. The Yokuts were members of the Penutian language family, which held all of the Central Valley, San Francisco Bay Area, and the Pacific Coast from Marin County to near Point Sur.

Merced County was first explored by Gabriel Moraga in 1806, when he named the Merced River, "El Rio de Nuestra Senra de la Merced." Moraga's explorations were designed to locate appropriate sites for an inland chain of missions. Moraga explored the region again in 1808 and 1810.

# Archaeology

Archaeological sites are defined as locations containing significant levels of resources that identify human activity. Very little archaeological survey work has been conducted within the City or its surrounding areas. Creeks, drainage, and sloughs exist in the northern expansion area of the City, and Bear Creek and Cottonwood Creek pass through the developed area. Archaeological sites in the Central Valley are commonly located adjacent to waterways and represent potential for significant archaeological resources.

Paleontological sites are those that show evidence of pre-human existence. They are small outcroppings visible on the earth's surface. While the surface outcroppings are important indications of paleontological resources, the geological formations are the most important. There are no known sites within the project area known to contain paleontological resources of significance.

#### **Historic Resources**

In 1985, in response to community concerns over the loss of some of the City's historic resources, and the perceived threats to many remaining resources, a survey of historic buildings was undertaken in the City. The survey focused on pre-1941 districts, buildings, structures, and objects of historical, architectural, and cultural significance. The survey area included a roughly four square-mile area of the central portion of the City.

The National Register of Historic Places, the California Historical Landmarks List, and the California Inventory of Historic Resources identify several sites within the City of Merced. These sites are listed on the Merced Historical Site Survey and are maintained by the Merced Historical Society. There are no listed historical sites on the project site.

According to the environmental review conducted for the General Plan, there are no listed historical sites and no known locations within the project area that contain sites of paleontological or archeological significance. The General Plan (Implementation Action SD-2.1.a) requires that the City utilize standard practices for preserving archeological materials that are unearthed during construction, as prescribed by the State Office of Historic Preservation.

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
Е.	Cultural Resources. Would the Project:				
1)	Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?			✓	
2)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?			~	
3)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			~	
4)	Disturb any human remains, including those interred outside of formal cemeteries?			~	

#### 1) Less-than-Significant Impact

The Project would not alter or destroy any known historic or archaeological site, building, structure, or object; nor would it alter or affect unique ethnic cultural values or restrict religious or sacred uses. According to the environmental review conducted for the General Plan, there are no listed historical sites and no known locations within the project area that contain sites of historical or archeological significance. The General Plan (Implementation Action SD-2.1.a) requires that the City utilize standard practices for preserving archeological materials that are unearthed during construction, as prescribed by the State Office of Historic Preservation.

#### 2) Less-than-Significant Impact

The Project would not alter or destroy any known prehistoric or archaeological site, building, structure, or object; nor would it alter or affect unique ethnic cultural values or restrict religious or sacred uses. According to the environmental review conducted for the General Plan, there are no listed historical sites and no known locations within the project area that contain sites of historical or archeological significance. The General Plan (Implementation Action SD-2.1.a) requires that the City utilize standard practices for preserving archeological materials that are unearthed during construction, as prescribed by the State Office of Historic Preservation.

#### 3) Less-than-Significant Impact

The Project would not alter or destroy any paleontological resource, site, or unique geological feature. According to the environmental review conducted for the General Plan, there are no listed historical sites and no known locations within the project area that contain sites of paleontological significance. The General Plan (Implementation Action SD-2.1.a) requires that the City utilize standard practices for preserving archeological materials that are unearthed during construction, as prescribed by the State Office of Historic Preservation.

# 4) Less-than-Significant Impact

The proposed project would not disturb any known human remains, including those interred outside of formal cemeteries; nor would it alter or affect unique ethnic cultural values or restrict religious or sacred uses. There are no known cemeteries in the project area. Excavation of the site would be needed to construct the proposed project, so it is possible that human remains would be discovered. However, Section 7050.5 of the California Health and Safety Code requires that if human remains are discovered during the construction phase of a development, all work must stop in the immediate vicinity of the find and the County Coroner must be notified. If the remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner the appropriate method for the disposition of the remains and any associated grave goods. Additionally, the City's General Plan (Implementation Action SD-2.1.a) requires that the City utilize standard practices for preserving archeological materials that are unearthed during construction, as prescribed by the State Office of Historic By following the requirements of the Health and Safety Code and Preservation.

Compliance with the City's General Plan, this potential impact would be less than significant.

# F. Geology and Soils

# **SETTING AND DESCRIPTION**

The City of Merced is located approximately 150 miles southeast of San Francisco along the east side of the southern portion of the Great Valley Geomorphic Province, more commonly referred to as the San Joaquin Valley. The valley is a broad lowland bounded by the Sierra Nevada to the east and Coastal Ranges to the west. The San Joaquin Valley has been filled with a thick sequence of sedimentary deposits from Jurassic to recent age. A review of the geological map indicates that the area around Merced is primarily underlain by the Pleistocene Modesto and Riverbank Formations with Holocene alluvial deposits in the drainages. Miocene-Pliocene Mehrten and Pliocene Laguna Formation materials are present in outcrops on the east side of the SUDP/SOI. Modesto and Riverbank Formation deposits are characterized by sand and silt alluvium derived from weathering of rocks deposited east of the SUDP/SOI. The Laguna Formation is made up of consolidated gravel sand and silt alluvium and the Mehrten Formation is generally a well-consolidated andesitic mudflow breccia conglomerate.

# **Faults and Seismicity**

A fault, or a fracture in the crust of the earth along which rocks on one side have moved relative to those on the other side, are an indication of past seismic activity. It is assumed that those that have been active recently are the most likely to be active in the future, although even inactive faults may not be "dead." "Potentially Active" faults are those that have been active during the past two million years or during the Quaternary Period. "Active" faults are those that have been active within the past 11,000 years. Earthquakes originate where movement or slippage occurs along an active fault. These movements generate shock waves that result in ground shaking.

Based on review of geologic maps and reports for the area, there are no known "active" or "potentially active" faults, or Alquist-Priolo Earthquake Fault Zones (formerly referred to as a Special Studies Zone) in the SUDP/SOI. In order to determine the distance of known active faults within 50 miles of the Site, the computer program EZ-FRISK was used in the General Plan update.

# Soils

Soil properties can influence the development of building sites, including site selection, structural design, construction, performance after construction, and maintenance. Soil properties that affect the load-supporting capacity of an area include depth to groundwater, ponding, flooding, subsidence, shrink-swell potential, and compressibility.

			Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
F.		Geology and Soils. Would the Project:				
	1)	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
	a)	Rupture of a known earthquake fault, as delineated on the most recent Alquist- Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?			<b>↓</b>	
	b)	Strong seismic ground shaking?			1	
	c)	Seismic-related ground failure, including liquefaction?				
	d)	Landslides?			✓	
	2)	Result in substantial soil erosion or loss of topsoil?			✓	
	3)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?			~	
	4)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			~	
	5)	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓

# 1) Less than Significant Impact

The project site is not located within a mapped fault hazard zone, and there is no record or evidence of faulting on the project site (City of Merced General Plan Figure 11.1). Because no faults underlie the project site, no people or structures would be exposed to substantial adverse effects related to earthquake rupture.

According to the City's *Merced Vision 2030 General Plan* EIR, the probability of soil liquefaction occurring within the City of Merced is considered to be a low to moderate hazard; however, a detailed geotechnical engineering investigation would be required for the Project in compliance with the California Building Code (CBC).

There would be no exposure to any geological hazards in the project area.

Ground shaking of moderate severity may be expected to be experienced on the project site during a large seismic event. All building permits are reviewed to ensure compliance with the California Building Code (CBC). In addition, the City enforces the provisions of the Alquist Priolo Special Study Zones Act that limit development in areas identified as having special seismic hazards. All new structures shall be designed and built in accordance with the standards of the California Building Code.

# APPLICABLE GENERAL PLAN GOALS AND POLICIES

The City's Merced Vision 2030 General Plan contains policies that address seismic safety.

Goal Area S-2: Seismic Safety:						
Goal: Reasonable Safety for City Residents from the Hazards of Earthquake and						
Other G	eologic Activity					
Policies	Policies					
S-2.1	<b>S-2.1</b> Restrict urban development in all areas with potential ground failure					
	characteristics.					

The Project would not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving landslides.

Landslides generally occur on slopes of 15 percent or greater. The project site's topography is generally of slopes between 0 and 3 percent, which are considered insufficient to produce hazards other than minor sliding during seismic activity.

Therefore, no hazardous conditions related to seismic ground shaking would occur with the implementation of the Project. Additionally, the implementation of the Project would not lead to offsite effects related to hazards related to seismic groundshaking, nor would any existing off-site hazards be exacerbated.

# 2) Less-Than-Significant Impact

Construction associated with the proposed project could result in temporary soil erosion and the loss of top soil due to construction activities, including clearing, grading, site preparation activities, and installation of the proposed buildings and other improvements. The City of Merced enforces a Storm Water Management Program in compliance with the Federal Clean Water Act. All construction activities are required to comply with the City's Erosion and Sediment Control Ordinance (MMC §15.50.120.B), including the implementation of Best Management Practices (BMPs) to limit the discharge of sediment.

#### 3) Less Than Significant Impact

The City of Merced is located in the Valley area of Merced County and is therefore less likely to experience landslides than other areas in the County. The probability of soil liquefaction actually taking place anywhere in the City of Merced is considered a low hazard. Soil types in the area are not conducive to liquefaction because they are either too coarse or too high in clay content. According to the *Merced Vision 2030 General Plan* EIR, no significant free face failures were observed within this area and the potential for lurch cracking and lateral spreading is, therefore, very low within the this area.

# 4) Less-Than-Significant

Expansive soils are those possessing clay particles that react to moisture changes by shrinking (when they dry) or swelling (when they become wet). Expansive soils can also consist of silty to sandy clay. The extent of shrinking and swelling is influenced by the environment, extent of wet or dry cycles, and by the amount of clay in the soil. This physical change in the soils can react unfavorably with building foundations, concrete walkways, swimming pools, roadways, and masonry walls.

Implementation of General Plan Policies, adherence to the Alquist-Priolo Act, and enforcement of the California Building Code (CBC) Standards would reduce the effect of this hazard on new buildings and infrastructure associated with the Project. This would reduce potential impacts to a less-than-significant level.

# 5) No Impact

The project site would not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater. However, the proposed project would be served by the City's sewer system. No new septic systems are allowed within the City Limits.

# **G. Hazards and Hazardous Materials**

# **SETTING AND DESCRIPTION**

# **Hazardous Materials**

A substance may be considered hazardous due to a number of criteria, including toxicity, ignitability, corrosiveness, or reactivity. The term "hazardous material" is defined in law as any material that, because of quantity, concentration, or physical, or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment.

# Wildland and Urban Fire Hazards

Both urban and wildland fire hazard potential exists in the City of Merced and surrounding areas, creating the potential for injury, loss of life, and property damage. Urban fires primarily involve the uncontrolled burning of residential, commercial, or industrial structures due to human activities. Wildland fires affect grassland, brush or woodlands, and any structures on or near these fires. Such fires can result from either human-made or natural causes.

Urban fires comprise the majority of fires in the City of Merced. The site is adjacent to undeveloped ag land which could be a source for a wildland fire. However, the City of Merced Fire Department has procedures in place to address the issue of wildland fires, so no additional mitigation would be necessary.

# **Airport Safety**

The City of Merced is impacted by the presence of two airports-Merced Regional Airport, which is in the southwest corner of the City, and Castle Airport (the former Castle Air Force Base), located approximately eleven miles northwest of the subject site.

The continued operation of the Merced Regional Airport involves various hazards to both flight (physical obstructions in the airspace or land use characteristics that affect flight safety) and safety on the ground (damage due to an aircraft accident). Growth is restricted around the Regional Airport in the southwest corner of the City due to the noise and safety hazards associated with the flight path.

Castle Airport also impacts the City. Portions of the northwest part of the City's SUDP/SOI and the incorporated City are within Castle's safety zones. The primary impact is due to noise (Zones C and D), though small areas have density restrictions (Zone B2). The military discontinued operations at Castle in 1995. One important criterion for determining the various zones is the noise factor. Military aircraft are designed solely for performance, whereas civilian aircraft have extensive design features to control noise.

Potential hazards to flight include physical obstructions and other land use characteristics that can affect flight safety, which include: visual hazards such as distracting lights, glare, and sources of smoke; electronic interference with aircraft instruments or radio communications; and uses that may attract flocks of birds. In order to safeguard an airport's long-term usability, preventing encroachment of objects into the surrounding airspace is imperative.

According to the Merced County Airport Land Use Compatibility Plan, the project site is not located in any restricted safety zones for either airport, and no aircraft overflight, air safety, or noise concerns are identified.

# Railroad

Hazardous materials are regularly shipped on the BNSF and SP/UP Railroad lines that pass through the City. While unlikely, an incident involving the derailment of a train could result in the spillage of cargo from the train in transporting. The spillage of hazardous materials could have devastating results. The City has little to no control over the types of materials shipped via the rail lines. There is also a safety concern for pedestrians along the tracks and vehicles utilizing at-grade crossings. The design and operation of at-grade crossings allows the City some control over railrelated hazards. Ensuring proper gate operation at the crossings is the most effective strategy to avoid collision and possible derailments. The Atishon Topeka and Santa Fe Railroad is approximately 1,000 feet from the site and Union Pacific Railroad is over 2 miles away.

# **Public Protection and Disaster Planning**

Hospitals, ambulance companies, and fire districts provide medical emergency services. Considerable thought and planning have gone into efforts to improve responses to day-to-day emergencies and planning for a general disaster response capability.

The City's Emergency Plan and the County Hazardous Waste Management Plan both deal with detailed emergency response procedures under various conditions for hazardous material spills. The City also works with the State Department of Health Services to establish cleanup plans and to monitor the cleanup of known hazardous waste sites within the City.

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
G.	Hazards and Hazardous Materials.				
	Would the Project:				
1)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			~	
2)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			~	
3)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				√
4)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			V	
5)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard for people residing or working in the project area?			✓	
6)	For a project within the vicinity of a private airstrip, would the Project result in a safety hazard for people residing or working in the project area?			~	
7)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			✓	
8)	Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?			~	

# 1) Less-Than-Significant Impact

Construction activities associated with the proposed project would involve the use, storage, transport, and disposal of oil, gasoline, diesel fuel, paints, solvents, and other hazardous materials. The Project would be required to adhere to all applicable federal and state health

and safety standards. Construction activity must also be in compliance with the California Occupational Safety and Health Administration regulations (Occupational Safety and Health Act of 1970). Compliance with these requirements would reduce the risk of hazards to the public to a less-than-significant level.

### 2) Less-Than-Significant Impact

Construction on the project site would be reviewed for the use of hazardous materials at the building permit stage. Implementation of Fire Department and Building Code regulations for hazardous materials, as well as implementation of federal and state requirements, would reduce any risk caused by a future use on the site from hazardous materials to a less than-significant-level.

#### APPLICABLE GENERAL PLAN GOALS AND POLICIES

The City of Merced *Vision 2030 General Plan* contains policies that address hazardous materials.

Goal Are	Goal Area S-7: Hazardous Materials				
Goal: H	azardous Materials Safety for City Residents				
Policies					
S-2.1	Prevent injuries and environmental contamination due to the uncontrolled release of hazardous materials.				
Implem	enting Actions:				
<b>7.1.</b> a	Support Merced County in carrying out and enforcing the Merced County Hazardous Waste Management Plan.				
7.1.b	Continue to update and enforce local ordinances regulating the permitted use and storage of hazardous gases, liquids, and solids.				
7.1.d	Provide continuing training for hazardous materials enforcement and response personnel.				

#### 3) No Impact

The nearest school is Pioneer Elementary School, located at the southwest corner of E. Gerard Avenue and S. Coffee Street. The site is not within <sup>1</sup>/<sub>4</sub> mile of this school. There are no other existing or proposed schools within <sup>1</sup>/<sub>4</sub> mile of the site. Given the distance the existing school is from the site and the fact that no other schools are proposed within <sup>1</sup>/<sub>4</sub> mile of the site, there is no impact.

#### 4) Less-Than-Significant Impact

No project actions or operations would result in the release of hazardous materials that could affect the public or the environment, and no significant hazard to the public or the environment would result with project implementation. This potential impact is less than significant.

### 5) Less-Than-Significant Impact

The project site is not located within two miles of any public airport and is not within any safety or overflight zone for either the Merced Regional Airport or the Castle Airport, and no public or private airfields are within two miles of the project area.

#### 6) Less-Than-Significant Impact

The closest private airstrip to the site is approximately 9 miles away. There would be no hazard to people living or working on the project site.

#### 7) Less-Than-Significant Impact

The proposed project will not adversely affect any adopted emergency response plan or emergency evacuation plan. No additional impacts would result from the development of the project area over and above `those already evaluated by the EIR prepared for the *Merced Vision 2030 General Plan*.

#### **APPLICABLE GENERAL PLAN GOALS AND POLICIES:**

The Merced Vision 2030 General Plan contains policies that address disaster preparedness.

Goal Are	Goal Area S-1: Disaster Preparedness				
Goal: G	eneral Disaster Preparedness				
Policies					
S-1.1	Develop and maintain emergency preparedness procedures for the City.				
Implem	enting Actions:				
<b>1.1.</b> a	Keep up-to-date through annual review the City's existing Emergency Plan and coordinate with the countywide Emergency Plan.				
1.1.b	Prepare route capacity studies and determine evacuation procedures and routes for different types of disasters, including means for notifying residents of a need to evacuate because of a severe hazard as soon as possible.				
7.1.d	Provide continuing training for hazardous materials enforcement and response personnel.				

#### 8) Less-Than-Significant Impact

According to the EIR prepared for the *Merced Vision 2030 General Plan*, the risk for wildland fire within the City of Merced is minimal. According to the Cal Fire website, the Merced County Fire Hazard Severity Zone Map shows the project site is designated as a "Local Responsibility Area" (LRA) with a Hazard Classification of "LRA Unzoned."

The City of Merced Fire Department is the responsible agency for responding to fires at the subject site. The project site is located within Fire District #4, and is served by Station #54 located on 99 E. 16<sup>th</sup> St.(approximately 3.5 miles from the project site).

The site is near agricultural land that could be susceptible to wildland fires. However, the City of Merced Fire Department has procedures in place to address the issue of wildland

fires, so no additional mitigation would be necessary. This potential impact is less than significant.

# H. Hydrology and Water Quality

# SETTING AND DESCRIPTION

# Water Supplies and Facilities

The City's water supply system consists of four elevated storage tanks with a combined storage capacity of approximately 1.4 million gallons, 22 wells and 14 pumping stations equipped with variable speed pumps that attempt to maintain 45 to 50 psi (pounds per square inch) nominal water pressure. The City is required to meet State Health pressure requirements, which call for a minimum of 20 psi at every service connection under the annual peak hour condition and maintenance of the annual average day demand plus fire flow, whichever is stricter. The project site would be serviced by an existing water main in Kibby Road.

# Storm Drainage/Flooding

In accordance with the adopted *City of Merced Standard Designs of Common Engineering Structures*, percolation/detention basins are designed to temporarily collect runoff so that it can be metered at acceptable rates into canals and streams that have limited capacity. The Project would be required to adhere to the Post Construction Standards for compliance with the City's Phase II MS4 permit issued by the state of California.

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
H.	Hydrology and Water Quality.				
	Would the Project:				
1)	Violate any water quality standards or waste discharge requirements?			~	
2)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			✓	
3)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or offsite?			~	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
4) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or offsite?			~	
5) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			~	
6) Otherwise substantially degrade water quality?			✓	
7) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				✓
8) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?			✓	
<ul><li>9) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?</li></ul>			✓	
10) Inundation by seiche, tsunami, or mudflow?			✓	

# 1) Less-Than-Significant Impact

The Project is not expected to violate any water quality standards or waste discharge requirements during construction or operation. In addition to compliance with standard construction provisions, the Project shall be required to comply with the Draft Merced Storm Water Master Plan and the Storm Water Management Plan, and obtain all required permits for water discharge. During project operations, the City has developed requirements to minimize the impact to storm water quality caused by development and redevelopment. The increase in impervious areas caused by development can cause an increase in the type and quantity of pollutants in storm water runoff. Prior planning and design to minimize pollutants in runoff from these areas is an important component to storm water quality management. These standards are set forth in the City's Post-Construction Standards Plan and provide guidance for post-construction design measures to ensure that storm water quality is maintained. Compliance with these requirements and permits would reduce the impact to a less than significant level.

#### APPLICABLE GENERAL PLAN GOALS AND POLICIES:

The *Merced Vision 2030 General Plan* contains policies that address Water Quality and Storm Drainage.

Goal Area P-5: Storm Drainage and Flood Control

Goal: An Adequate Storm Drainage Collection and Disposal System in Merced					
Policies					
P-5.1	Provide effective storm drainage facilities for future development.				
P-5.2	Integrate drainage facilities with bike paths, sidewalks, recreation facilities, agricultural activities, groundwater recharge, and landscaping.				

Implem	Implementing Actions:					
5.1.a	Continue to implement the City's Storm Water Master Plan and the Storm Water Management Plan and its control measures.					
5.1.c	Continue to require all development to comply with the Storm Water Master Plan and any subsequent updates.					

# 2) Less-Than-Significant Impact

The City of Merced is primarily dependent on groundwater sources that draw from the San Joaquin aquifer. The City has storage capacity of approximately 1.4 million gallons in four elevated storage tanks; 22 active well sites with one under construction, and 14 pumping stations, which provide service to meet peak hour urban level conditions and the average daily demand plus fire flows.

According to the City of Merced Draft Water Master Plan, the estimated average peak water demand in 2012 was 23.1 mgd.

The proposed project is estimated to use approximately 30,000 gallons of water per day. This would represent 0.13% of the estimated average daily water consumption in 2012. Although development of the site would restrict onsite recharge where new impervious surface areas are created, all alterations to groundwater flow would be captured and routed to the storm water percolation ponds or pervious surfaces with no substantial net loss in recharge potential anticipated. This reduces this impact to a less-than-significant level.

# 3) Less-Than-Significant Impact

The proposed project would result in modifications to the existing drainage pattern on the site. If required by the City's Engineering Department, the Project will be designed to capture all surface water runoff onsite and then drain into the City's existing storm drainage system.

The project site is currently vacant and consists of pervious surfaces. The proposed project would create impervious surfaces over a large portion of the project site, thereby preventing precipitation from infiltrating and causing it to pond or runoff. However, stormwater flows would be contained onsite and piped or conveyed to the City's stormwater system, there would be no potential for increased erosion or sedimentation.

Developed storm drainage facilities in the area are adequate to handle this minor increase in flows. The Project would not result in a substantial alteration of drainage in the area, and no offsite uses would be affected by the proposed changes. All potential impacts are less than significant.

#### 4) Less-Than-Significant Impact

The proposed project would alter the existing drainage pattern of the site, but not in a manner that would result in flooding. The site is currently vacant and any construction on the site would alter the drainage pattern and reduce the absorption capability of the site. There are no streams or rivers that would be affected. All storm runoff would be captured onsite and conveyed through pipes to the City's stormwater system. Any changes to the site would drain into the City's existing storm drain system which would prevent any onsite or offsite flooding. This potential impact is less than significant.

#### 5) Less-Than-Significant Impact

Construction on the site will drain into the City's existing storm drain system. The developer would be required to provide documentation showing the capacity exists within the existing lines and basin to serve this project.

#### 6) Less-Than-Significant Impact

The proposed project would not substantially degrade water quality. The proposed project would be served by the City's water system and all water runoff will be contained onsite then directed out to the City's storm drain system. The construction of the Project would not affect the water quality and would not degrade water quality in the area. This potential impact is less than significant.

#### 7) Less-Than-Significant Impact

The Project does not include the construction of any housing on this site. Therefore, there are no impacts.

#### 8) Less-Than-Significant Impact

The Flood Insurance Rate Map shows the Project within a Zone "AO," limited flood hazard area. As required with all new construction, the Project would be required to comply with all requirements of the California Building Code (CBC) to ensure construction of the buildings meets the minimum requirements set forth by the CBC and the requirements of Flood Zone "AO." Therefore, therefore there are no impacts.

#### 9) Less-Than-Significant Impact

The proposed project would not expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam. According to Figure 11.3 of the *Merced Vision 2030 General Plan*, the project site is outside the inundation area of the Yosemite Lake Dam and the Bear Reservoir Dam. In the case of dam failure, the General Plan Safety Element addresses local hazard response procedures. This potential impact is less than significant.

#### 10) Less-Than-Significant Impact

The proposed project is located approximately 80 miles from the Pacific Ocean, distant from any large lakes, and not within the inundation zones for Lake Yosemite or Bear Reservoir at an elevation ranging from approximately 173 feet above MSL. According to the City's General Plan Safety Element, the City of Merced is not subject to inundation by tsnami, seiche, or mudflow. This potential impact is less than significant.

# I. Land Use and Planning

# **SETTING AND DESCRIPTION**

The project site is located within the City Limits of Merced and within its Specific Urban Development Plan and Sphere of Influence (SUDP/SOI).

#### **SURROUNDING USES**

Refer to Page 2 of this Initial Study and the map at Attachment A for the surrounding land uses.

#### **Current Use**

The project site is 56.2 acres of vacant land located on the east side of Kibby Road, between Highway 140 and Childs Avenue.

The proposal is consistent with the City's zoning designation of Heavy Industrial (I-H) and the General Plan designation of Industrial (IND). The Project consists of a 9,100-square-foot operations building, a 15,400-square-foot regional management offices, a 23,500-square-foot warehouse/garage, and associated parking. The project site plan is found at Attachment B.

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
I.	Land Use and Planning.				
	Would the Project:				
	1) Physically divide an established community?			√	
	<ul> <li>2) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?</li> </ul>			✓	
	3) Conflict with any applicable habitat conservation plan or natural community conservation plan?				✓

# 1) Less-Than-Significant Impact

The project site is within the boundaries of the Merced City Limits. It would not physically divide the community as it is already part of the City. This potential impact is less than significant.

#### 2) Less-Than-Significant Impact

The proposal is consistent with the zoning designation of Heavy Industrial (I-H) and the General Plan designation of Industrial (IND). All environmental effects caused by this project are being evaluated in this document and appropriate mitigation measures will be

applied to address any negative effects on the environment. Therefore, this impact is less than significant.

# 3) No Impact

No Habitat Conservation Plans or Natural Community Conservation Plans have been adopted by the City of Merced. Therefore, there would be no impact.

# J. Mineral Resources

# **SETTING AND DESCRIPTION**

The City of Merced does not contain any mineral resources that require managed production according to the State Mining and Geology Board. Based on observed site conditions and review of geological maps for the area, economic deposits of precious or base metals are not expected to underlie the City of Merced or the project site. According to the California Geological Survey, Aggregate Availability in California - Map Sheet 52, Updated 2006, minor aggregate production occurs west and north of the City of Merced, but economic deposits of aggregate minerals are not mined within the immediate vicinity of the SUDP/SOI. Commercial deposits of oil and gas are not known to occur within the SUDP/SOI or immediate vicinity.

According to the Merced County General Plan Background Report (June 21, 2007), very few traditional hard rock mines exist in the County. The County's mineral resources are almost all sand and gravel mining operations. Approximately 38 square miles of Merced County, in 10 aggregate resource areas (ARA), have been classified by the California Division of Mines and Geology for aggregate. The 10 identified resource areas contain an estimated 1.18 billion tons of concrete resources with approximately 574 million tons in Western Merced County and approximately 605 million tons in Eastern Merced County. Based on available production data and population projections, the Division of Mines and Geology estimated that 144 million tons of aggregate would be needed to satisfy the projected demand for construction aggregate in the County through the year 2049. The available supply of aggregate in Merced County substantially exceeds the current and projected demand.

			Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
J.		Mineral Resources. Would the Project:				
	1)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
	2)	Result in the loss of availability of a locally- important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				✓

# K. Noise

# SETTING AND DESCRIPTION

Potential noise impacts of the proposed project can be categorized as those resulting from construction and those from operational activities. Construction noise would have a short-term effect; operational noise would continue throughout the lifetime of the Project. Construction associated with the development of the Project would increase noise levels temporarily during construction. Operational noise associated with the development would occur intermittently with the continued operation of the proposed project.

Some land uses are considered more sensitive to noise levels than other uses. Sensitive land uses can include residences, schools, nursing homes, hospitals, and some public facilities, such as libraries. The noise level experienced at the receptor depends on the distance between the source and the receptor, the presence or absence of noise barriers and other shielding devices, and the amount of noise attenuation (lessening) provided by the intervening terrain. For line sources such as motor or vehicular traffic, noise decreases by about 3.0 to 4.5A –weighted decibels (dBA) for every doubling of the distance from the roadway.

#### **Noise from Other Existing Sources**

Vehicular noise from Kibby Road would be the primary existing noise source at the project site. The nearest railroad corridor is 1,000 feet from the project site. The site is surrounded by various industrial businesses that generate operational noise on a daily basis. The are no sensitive uses located within 1,000 feet of the project site.

According to the *Merced Vision 2030 General Plan*, noise exposure not exceeding 80 dB is considered to be a "normally acceptable" noise level for industrial uses.

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
K.	Noise. Would the Project result in:				
1)	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			~	
2)	Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			~	
3)	A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the Project?			~	
4)	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the Project?			~	

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
5)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the project area to excessive noise levels?			✓	
6)	For a project within the vicinity of a private airstrip, would the Project expose people residing or working in the project area to excessive noise levels?			1	

# 1) Less Than Significant with Mitigation

#### Construction Noise

Construction of the Project would temporarily increase noise levels in the area during the construction period. Therefore, the noise from construction may be steady for a few months and then cease all together. Construction activities, including site preparation and grading, building construction, and sidewalk and street improvements would be considered an intermittent noise impact throughout the construction period. These activities could result in various effects on sensitive receptors, depending on the presence of intervening barriers or other insulating materials. However, because the site is surrounded by other industrial uses which are not considered sensitive receptors, this impact is less than significant.

# **Operational Noise**

Operational noise would be the main noise source expected from the proposed project. Traffic coming to and from the project site would generate the most noise. However, the site is surrounded by industrial uses, which are generally expected to be significantly louder than low impact zones (like residential zones). Implementation of the Project would not lead to continued offsite effects related to noise generated by the Project. Given the noise lack of low impact zones near the subject site, this potential impact is less than significant.

#### 2) Less-Than-Significant Impact

Implementation of the proposed project would not result in the generation of any ground borne vibration or noise. This is a less-than-significant impact.

# 3) Less-Than-Significant Impact

As noted above, operational noise would be expected from the proposed project. Any development on the site could be considered an increase in the ambient noise given the fact that the site is currently vacant. However, as explained previously, the site is within a Heavy Industrial (I-H) Zone and surrounded by industrial businesses. The potential impacts of this project in the vicinity are less than significant.

# 4) Less-Than-Significant Impact

The project construction will cause temporary and periodic increases in the ambient noise levels. However, because the construction noise will only be temporary and the increase in noise generated from the site would be minimal, the impacts are less than significant.

# 5) Less-Than-Significant Impact

The Project is not located within the noise contours of any public airport. The project site is located approximately 6 miles from active areas of the Merced Regional Airport and approximately 11 miles from the Castle Airport. However, the airstrip has a flight pattern that goes northwest/southeast, which does not fly over the project site. Given its location, the private airstrip should not pose a hazard to the project development. Therefore, no population working or living at the site would be exposed to excessive levels of aircraft noise. This potential impact is less than significant.

# 6) Less-Than-Significant Impact

See section #5 above.

# L. Population and Housing

# **SETTING AND DESCRIPTION**

The Project does not induce the construction of housing units. The proposed office, warehouse, and service center will create approximately 50,000 square feet of building footprint.

# **Expected Population and Employment Growth**

According to the State Department of Finance population estimates for 2016, the City of Merced's population was estimated to be 83,962. Population projections estimate that the Merced SUDP area will have a population of 159,900 by the Year 2030.

According to the *Merced Vision 2030 General Plan*, the City of Merced is expected to experience significant employment growth by the Year 2030.

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
L.	Population and Housing.				
	Would the Project:				
1)	Induce substantial population growth in an area either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			~	
2)	Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
3) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				~

### 1) Less-Than-Significant Impact

Temporary construction-related jobs would result due to the renovation and construction associated with the Project, but it is unlikely that construction workers would need to relocate to Merced in order to work temporarily on the project site.

The implementation of the Project would increase the population of the project site due to job opportunities related to the Project. This project is essentially a request to relocate an existing service center with an existing labor force. Based on these factors, this potential impact would be less than significant.

#### 2) No Impact

The subject site is within a Heavy Industrial Zone, which does not permit the construction of housing units and does not contain any existing residential structures. No housing would be displaced as a result of this project. There is no impact.

#### 3) No Impact

The project site is vacant. No housing would be displaced as a result of this project. There is no impact.

# **M. Public Services**

# **SETTING AND DESCRIPTION**

#### **Fire Protection**

The City of Merced Fire Department provides fire protection, rescue, and emergency medical services from five fire stations throughout the urban area. Fire Station #54 is located at 99 E. 16<sup>th</sup> Street, approximately 3.5 miles from the site. This Station would serve the proposed project.

#### **Police Protection**

The City of Merced Police Department provides police protection for the entire City. The Police Department employs a mixture of sworn officers, non-sworn officer positions (clerical, etc.), and unpaid volunteers (VIP). The service standard used for planning future police facilities is approximately 1.37 sworn officers per 1,000 population, per the Public Facilities Financing Plan.

#### Schools

The public school system in Merced is served by three districts: 1) Merced City School District (elementary and middle schools); 2) Merced Union High School District (MUHSD); and 3) Weaver Union School District (serving a small area in the southeastern part of the City with

elementary schools). The districts include various elementary schools, middle (junior high) schools, and high schools.

As the City grows, new schools will need to be built to serve our growing population. According to the Development Fee Justification Study for the MUHSD, Merced City students are generated by new development at the following rate:

Table 6Student Gen	eration Rates	
Commercial/Industrial Category	Elementary (K-8) (Students per 1,000 sq.ft.)	High School (9-12) (Students per 1,000 sq.ft.)
Retail	0.13	0.038
Restaurants	0.00	0.157
Offices	0.28	0.048
Services	0.06	0.022
Wholesale/Warehouse	0.19	0.016
Industrial	0.30	0.147
Multi-Family	0.559 (per unit)	0.109 (per unit)

Based on the table above, the proposed 15,400-square-foot regional management office, 9,100-square-foot operations building, and 23,500-square-foot garage/warehouses, the Service Center would generate 12 K-8 students and 2 high school student.

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
М.	Public Services. Would the Project:				
1)	Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:				
	a) Fire Protection?			✓	
	b) Police Protection?			✓	
	c) Schools?			✓	
	d) Parks?			✓	
	e) Other Public Facilities?			$\checkmark$	

# 1) Less Than Significant

# a) Fire Protection

The project site is located within Fire District #54 and would be served by Fire Station #54, located at 99 E. 16<sup>th</sup> Street (approximately 3.5 miles from the project site). The response from this station would meet the desired response time of 4 to 6 minutes, citywide, 90 percent of the time, within the financial constraints of the City. The proposed change in land use designation would not affect fire protection services, and no new or modified fire facilities would be needed. Any changes to the building or site would be required to meet all requirements of the California Fire Code and the Merced Municipal Code. Compliance with these requirements would reduce any future impacts to a less than significant level.

At the time a building permit is issued, the developer would be required to pay Public Facility Impact Fees (PFIF). A portion of this fee goes to cover the cities costs for fire protection such as fire stations, etc. In addition, the developer may be required to annex into the City's Community Facilities District for Services. This would result in an assessment paid with property taxes in which a portion of the tax would go to pay for fire protection services. Compliance with all Fire, Building, and Municipal Code requirements as well as payment of the Public Facility Impact Fees, and potential annexation into the City's CFD for services would reduce any potential impacts to a less than significant level.

# b) Police Protection

The site would be served by the City Police Department. The development of the vacant project site could result in more calls to the site. Implementation of the proposed project would not require any new or modified police facilities.

The same requirements for paying Public Facility Impact Fees and potentially annexation into the City's Community Facilities District for Services would apply with a portion of the fees and taxes collected going toward the costs for police protection. Therefore, this potential impact is reduced to a less-than-significant level.

# c) Schools

Based on the table and discussion provided in the "Settings and Description" section above, the proposed development would likely generate additional students to the school system. As appropriate, the developer would be required to pay all fees due under the Leroy F. Greene School Facilities Act of 1988. Once these fees are paid, the satisfaction of the developer of his statutory fee under California Government Code §65995 is deemed "full and complete mitigation" of school impacts. This potential impact is less than significant.

# d) Parks

Joe Herb Park is located approximately 2 miles west of the site. This is not a housing development, so the Project is not expected to significantly increase the use of neighborhood or regional parks.

Payment of the fees required under the Public Facilities Financing Program (PFIF) as described above would be required at time of building permit issuance to help fund future parks and maintenance of existing parks as well as the payment of fees in lieu of land

dedication for future parks would be required at the building permit stage. The proposed amenities onsite and the payment of fees would reduce this potential impact to less than significant.

# e) Other Public Facilities

The development of the Project could impact the maintenance of public facilities and could generate impacts to other governmental services. Payment of the fees required under the Public Facilities Financing Program (PFIF) as described above would mitigate these impacts to a less than significant level.

# N. Recreation

# **SETTING AND DESCRIPTION**

The City of Merced has a well-developed network of parks and recreation facilities. Four City parks and recreation facilities are located within a one-mile radius of the project site.

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
N.	<b><u>Recreation.</u></b> Would the Project:				
1)	Increase the use of neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			~	
2)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				~

# 1) Less the Significant Impact

Development of the Project may increase the use of neighborhood or regional parks. However, payment of the required development fees at the building permit stage along with the amenities on site would reduce the potential impacts to a **less than significant** level.

# 2) No Impact

The Project is not responsible for the construction or expansion of any recreational facilities.

# **O.** Transportation/Traffic

# SETTING AND DESCRIPTION

#### Roadway System

The project site is in southeast Merced, approximately 3 miles from downtown and 2 miles east of State Route (SR) 99. The project site is bounded by East Childs Avenue to the south and Kibby Road to the west. SR 140 (Yosemite Parkway) is north of the project site. The study area is shown in Figure P-1.

SR 140 (Yosemite Parkway) is a mixed urban and rural highway, oriented east to west that connects Merced with Mariposa County and Yosemite National Park. SR 140 functions as a major arterial roadway between SR 99 and Santa Fe Avenue within the developed area of Merced. East of Santa Fe Avenue near the project site, SR 140 transitions to a two-lane undivided rural highway with turn pockets at major intersections, paralleling the BNSF Railway's Stockton Subdivision east to Planada before turning northeast toward Mariposa County.

East Childs Avenue is an arterial roadway oriented east to west through southern Merced. East Childs Avenue begins at SR 59 (Los Banos Highway)/Martin Luther King Jr. Way within the developed area of Merced and continues east to Cunningham Road (beyond Merced's eastern boundary) and South Fresno Road. At SR 59/Martin Luther King Jr. Way, West Childs Avenue meets East Childs Avenue at an offset intersection and continues west to West Avenue at the edge of Merced Regional Airport. The project site is north of East Childs Avenue, which generally functions as a two-lane minor arterial roadway in the project area.

Kibby Road is a two-lane roadway oriented north to south through undeveloped or partly developed areas in eastern Merced. Kibby Road functions as a local collector roadway, connecting East Childs Avenue in the south with East Yosemite Avenue in the north.

Campus Parkway is a partially completed limited-access expressway, oriented north to south that will link SR 99 in South Merced with Yosemite Avenue in the vicinity of the University of California (UC) Merced campus. The completed portion of Campus Parkway extends from the SR 99 interchange at Mission Avenue to an interim terminus at East Childs Avenue. This portion of Campus Parkway is a 4-lane facility with a wide median. The posted speed limit on Campus Parkway is 55 miles per hour. Contingent upon the future build-out and expansion of the UC Merced campus and the adjacent University Community Planning Area, new roadways would connect and extend Campus Parkway north of SR 140.

#### Transit Service

The Transit Joint Powers Authority for Merced County has jurisdiction over public transit in Merced County and operates The Bus, the county's regional public transit system. The closest bus service to the project site is provided on Route P (Planada Commuter), a limited daytime service between Merced and Planada with approximately four to five round-trips on weekdays (headways of approximately 2 hours) and three round-trips on weekends (headways of approximately 2.5 hours or more). Route P has stops at Kibby Road/SR 140. Alternatively, more

frequent service is available farther from the project site on Route M5 (Merced South-East), which travels along a loop via eastbound East Childs Avenue, southbound Coffee Street, and westbound East Gerard Avenue. Route M5 generally operates daytime service only, approximately every 30 minutes on weekdays and every hour on weekends.

# Pedestrian and Bicycle Facilities

Pedestrian and bicycle activity is relatively light in the project vicinity because most of the surrounding area is undeveloped or developed with agricultural or light industrial uses. In general, no sidewalks or bikeway facilities are provided along the roadway segments adjacent to the project site, and pedestrians and bicyclists are restricted to use of the roadway shoulders (which may only be partially paved and improved) or the outer edges of travel lanes. The west side of Kibby Road and north side of East Childs Avenue adjacent to the McLane Pacific Distribution Center at 3876 East Childs Avenue have been partially improved with curbs, but do not include paved sidewalks, and the path of travel may be obstructed by landscaping or other features.

# Railroads

SR 140 parallels the BNSF Railway's Stockton Subdivision near the project site. A grade crossing is in the project vicinity along Kibby Road, immediately south of the SR 140 intersection.

# Vehicle Miles Traveled

Senate Bill (SB) 743 directs the Governor's Office of Planning and Research (OPR) to develop new guidelines for assessing transportation-related impacts that "promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses" (Public Resources Code Section 21099[b][1]). These new guidelines will replace automobile delay, as described through level of service (LOS), with more appropriate criteria and metrics based on travel demand, such as "vehicle miles traveled, vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated" (Public Resources Code Section 21099[b][1]). The State CEQA Guidelines are expected to be amended to include guidance for measuring travel demand and to recommend that delays related to congestion no longer be considered a significant impact under CEQA (OPR 2016).

In November 2017, OPR transmitted its final proposal for changes to the State CEQA Guidelines for adoption by the California Natural Resources Agency, which has yet to begin a formal rulemaking process to adopt the proposed changes. While some California jurisdictions have already begun implementing SB 743 at a local level, the City of Merced has not yet adopted any formal changes to its thresholds and guidelines. Therefore, the analysis presented in this section continues to use the current State CEQA Guidelines thresholds and related local thresholds in determining the significance of potential project impacts.

# Level of Service

Roadway operating conditions are described using the concept of level of Service (LOS). LOS is a qualitative measure of vehicle delay and accounts for the effects of several factors: speed, travel time, traffic interruptions, freedom to maneuver, safety, and driving comfort/convenience. LOS

ranges from LOS A to LOS F, from best to worst, covering the entire range of traffic operations that might occur. In general, LOS A represents free-flow conditions with no congestion, LOS E describes conditions approaching or at maximum capacity, and LOS F represents severe congestion and delay under stop-and-go conditions (Table P-1).

Table P-1 Level of Service Thresholds for Unsignalized Intersections		
Level of Service	Vehicle Delay (seconds/vehicle)	Description
А	$Delay \le 10.0$	Free Flow/Insignificant Delays: No approach phase is fully utilized and no vehicle waits longer than one red indication.
В	$10.0 < \text{Delay} \le 15.0$	Operation/Minimal Delays: An occasional approach phase is fully utilized. Many drivers design to feel somewhat restricted within platoons of vehicles.
С	$15.0 < \text{Delay} \le 25.0$	Stable Operation/Acceptable Delays: Major approach phases fully utilized. Most drivers feel somewhat restricted.
D	25.0 < Delay ≤ 35.0	Approaching Unstable/Tolerable Delays: Drivers may have to wait through more than one red signal indication. Queues may develop but dissipate rapidly, without excessive delays.
E	35.0 < Delay ≤ 50.0	Unstable Operation/Significant Delays: Volumes at or near capacity. Vehicles may wait through several signal cycles. Long queues from upstream from the intersection.
F	Delay > 50.0	Forced Flow/Excessive Delays: Represents jammed conditions. Intersection operates below capacity with low volumes. Queues may block upstream intersections.

Source: Transportation Research Board 2000: Exhibits 16-2 and 17-2

Existing traffic conditions were analyzed at the following three intersections during the weekday a.m. and p.m. peak hours, which represent the busiest 60-minute periods (i.e., four consecutive 15minute periods) during the 2-hour weekday a.m. and p.m. periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively):

- East Childs Avenue/Kibby Road
- SR 140/Kibby Road •
- East Childs Avenue/Campus Parkway •





**Project Location and Study Intersections** 

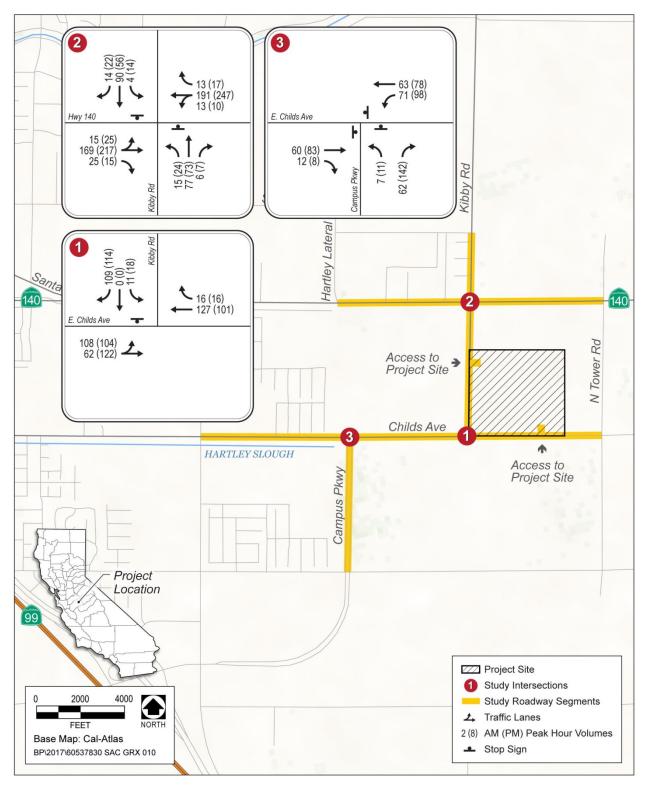
Both study intersections with Kibby Road are unsignalized intersections with stop control for the minor street approaches along Kibby Road. The East Childs Avenue/Campus Parkway intersection is currently a 3-way stop controlled intersection (the north leg of the intersection is currently only a partially-completed stub), but will eventually be signalized as part of future extension of Campus Parkway north towards SR 140.

The operation of the three selected intersections were evaluated for the following scenarios:

- *Existing Conditions*—Existing peak-hour volumes and intersection and roadway-segment lane geometry.
- *Existing with Project Conditions*—Existing peak-hour volumes and intersection and roadway-segment lane geometry, plus project-generated traffic.
- *Cumulative No Project Conditions*—Existing peak-hour volumes, plus traffic generated by all foreseeable transportation and development projects that would affect the transportation system in the study area, including approved projects that have not yet been built, pending development projects that have not yet been approved, and other land use growth envisioned to occur by 2030. Future-year traffic volumes were referenced from the Wal-Mart Regional Distribution Center Draft Environmental Impact Report (Wal-Mart DEIR), which accounted for traffic growth forecasted in the Merced County Association of Governments' travel demand forecasting model and additional travel demand generated by other nearby approved projects (City of Merced 2009). Adjustments were made as necessary to account for turning movements where existing peak-hour traffic levels have grown since the analysis conducted in the Wal-Mart DEIR.
- *Cumulative with Project Conditions*—Cumulative No Project Conditions plus project-generated traffic.

The analysis of intersection LOS was conducted using the Traffix analysis program. The analysis uses procedures from the Transportation Research Board's *Highway Capacity Manual 2000* methodology for unsignalized intersections. Table P-1 shows the correlation between average stopped delay and LOS for unsignalized intersections. The results of the analysis indicate that all three intersections currently operate at an acceptable LOS C or better (Table P-2). Figure P-2 presents the Existing Conditions traffic volumes for each study intersection.

No.	Intersection Location		A.M. Pea	ak Hour	P.M. Peak Hour		
		Control	Delay <sup>1</sup>	LOS	Delay	LOS	
1	East Childs Avenue/Kibby Road	Unsignalized	9.8	А	9.8	Α	
2	SR 140/Kibby Road	Unsignalized	14.7	В	17.6	С	
3	East Childs Avenue / Campus Parkway	Unsignalized	8.0	А	8.6	A	





Traffic Volumes—Existing No Project Conditions

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
Р.	Transportation/Traffic.				
	Would the Project:				
1)	Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e. result in a substantial increase in either vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?			~	
2)	Exceed, either individually or cumulatively, a level of service standard established by the County Congestion Management Agency for designated roads or highways?			~	
3)	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				~
4)				~	
5)	Result in inadequate emergency access?			~	
6)	Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			4	

# 1) Less-than-Significant Impact

See Section #2 (below).

#### 2) Less-than-Significant Impact

#### Level of Service

The City of Merced has established LOS D as the acceptable standard for intersections and roadways for new streets in new growth areas and for most existing city streets, except under special circumstances (City of Merced 2012). However, maintaining LOS D at existing intersections is not always feasible, appropriate, or necessary. People may expect and

tolerate varying levels of congestion depending on location (e.g., central Merced) and time of day. Heavier traffic can also be a reason to encourage greater pedestrian activity and heavier transit use in such areas. Other factors may also make better LOS infeasible. In central Merced, for example, widening existing streets could disrupt stable, older neighborhoods. Given these considerations, longer delays such as those under LOS E or LOS F may be acceptable at peak hours in these areas.

For the purposes of this analysis, significant impacts at unsignalized intersections would be assumed to occur when adding project traffic would cause either of the following:

- An increase in traffic congestion resulting in an intersection operating at LOS E or worse. For unsignalized intersections, the need for a traffic signal is to be determined based on the traffic signal warrants described in Chapter 4C of the *California Manual of Uniform Traffic Control Devices* (CA MUTCD).
- An increase in total intersection volumes of more than 5 percent at an intersection that is already operating at LOS E or LOS F under the background (i.e., no project) condition.

### Project Travel Demand

Travel demand represents the estimated trips in each relevant travel mode (e.g., automobile, transit, biking, walking) that would be generated by the Project, the origins and destinations of those trips, and the way in which they are assigned to the available transportation facilities.

#### **Trip Generation**

The Project's trip generation was based on the number of employees anticipated on-site. As described in the Project Description, the Project would include approximately 200 employees (Table P-3) at full operations.

Table P-3 Personnel Estimates							
Location	Line of Business	Personnel Estimate					
	Customer Care	22					
	Electric Transmission & Distribution	45					
	Gas Engineering, Construction, & Operations	8					
Customer Service Office—	Enterprise Programs	1					
81 FTEs	External Affairs & Public Policy	1					
	Human Resources	1					
	Information Technology	2					
	Safety and Shared Services	1					
	Customer Care	14					
	Electric Transmission & Distribution	43					
Service Center— 116 FTEs	Gas Engineering, Construction, & Operations	39					
11011125	Information Technology	5					
	Safety and Shared Services	9					

Liquefied Natural Gas (LNG)	6
Regional Spoils Recycling Yard— 3 FTEs	3
Total	200
Note: FTE = Full-Time Equivalent	
Source: Data provided by PG&E in 2018	

The following conservative assumptions were made to determine the Project's trip generation:

- All employees would be present at the project site every weekday; therefore, employees at the project site would be expected to generate approximately 400 daily person-trips (one trip to and one trip from the site for each employee).
- All person-trips would take place by automobiles (no trips by transit, biking, walking, or other modes), and all employees would travel in single-occupancy vehicles (i.e., no carpooling).
- Approximately 75 percent of the trips (300 trips) would take place during the a.m. and p.m. peak hours. The remaining 25 percent of the trips (100 trips) would take place outside of the a.m. and p.m. peak hours.

# Trip Distribution

The directions of approach and departure for trips that would be generated by the Project were estimated based on the regional distribution of existing developed areas in Merced and the surrounding study area. Based on prevailing traffic patterns, roadway capacity, and consultation with the City of Merced and Pacific Gas and Electric Company, three major roadway routes were identified (SR 140, East Childs Avenue, and Campus Parkway). Site ingress/egress for vehicles would be provided along East Childs Avenue for the customer parking lot and along Kibby Road for the remaining components of the Project, including the staff parking area, truck parking area, LNG yard, and Regional Spoils Recycling Yard.

The trip distribution assumes the following assignment/circulation patterns:

- Approximately 80 percent of the employees commuting during the peak hour were assumed to travel via East Childs Avenue: 5 percent to and from the east and 75 percent to and from the west at the East Childs Avenue/Kibby Road intersection. Of the latter, approximately 60 percent were assumed to take Campus Parkway, with the remaining 15 percent assumed to continue along East Childs Avenue west of the East Childs Avenue/Campus Parkway intersection.
- Approximately 20 percent of the employees commuting during the peak hour were assumed to travel via SR 140: 5 percent to and from the north, 5 percent to and from the east, and 10 percent to and from the west at the SR 140/Kibby Road intersection.

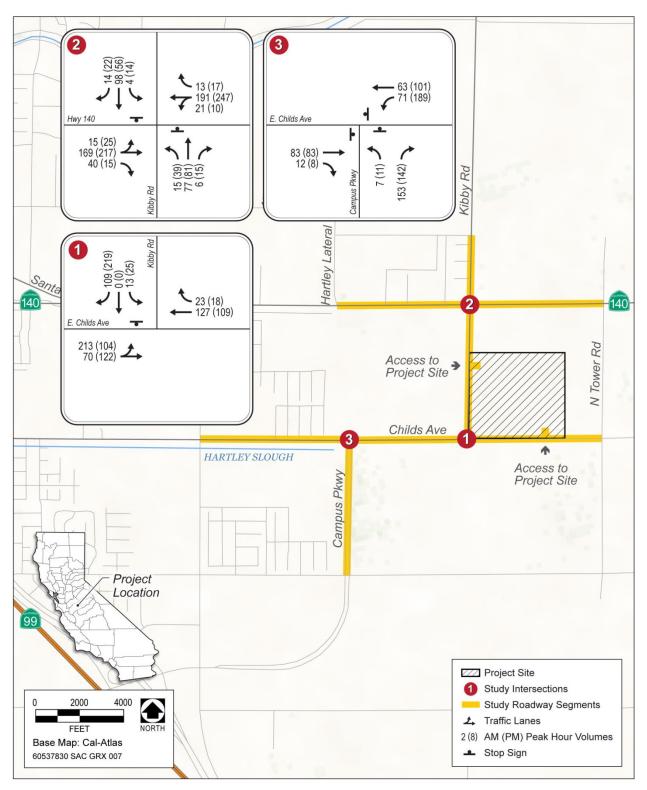
Table P-4 summarizes the Project's trip generation and distribution.

		Table P-4 Proposed Project Trip Distribution Ass	sumptions			
		Staff, Service Yard, and LNG Yard (via K		)		
Daily	Peak Hour	Direction (to and from)		ge of Total fic (%)	Traffic Volume (Trips)	
Trips	Trips (75%)		A.M.	P.M.	A.M.	P.M.
		Kibby Road South To/From East Childs Avenue	80	80	112	112
		West via East Childs Avenue	75	75	105	105
		Campus Parkway	60	60	84	84
		West of Campus Parkway via East Childs Avenue	15	15	21	21
186	140	East via East Childs Avenue	5	5	7	7
		Kibby Road North To/From SR 140	20	20	28	28
		North of SR 140 North via Kibby Road	5	5	7	7
		East via SR 140	5	5	7	7
		West via SR 140	10	10	14	14
		Customer Area (via East Childs Av	enue)			
		Kibby Road South To/From East Childs Avenue	80	80	8	8
		West via East Childs Avenue	75	75	8	8
		Campus Parkway	60	60	6	6
		West of Campus Parkway via East Childs Avenue	15	15	2	2
14	11	East via East Childs Avenue	5	5	1	1
		Kibby Road North To/From SR 140	20	20	2	2
		North of SR 140 North via Kibby Road	5	5	1	1
		East via SR 140	5	5	1	1
		West via SR 140	10	10	1	1

#### Existing with Project Conditions

All three study intersections would operate at an acceptable LOS (LOS D or better) under Existing with Project Conditions (Table P-5). Therefore, the Project would have a less-thansignificant impact under Existing with Project Conditions. For reference, Table P-5 also includes the results for Existing No Project Conditions. Figure P-3 presents the Existing with Project Conditions traffic volumes for each study intersection.

	Intersection Location		Ex	Existing No Project Conditions			Exis	-	vith Proje litions	ect
No		Control	Control A.M. Peak Hour		P.M. Peak Hour		A.M. Peak Hour		P.M. Peak Hour	
				Delay <sup>1</sup>	LOS	Delay	LOS	Delay	LOS	Delay
1	East Childs Avenue/Kibby Road	Unsignalized	9.8	А	9.8	А	10.3	В	10.5	В
2	SR 140/Kibby Road	Unsignalized	14.7	В	17.6	С	15.3	С	18.8	С
3	East Childs Avenue / Campus Parkway	Unsignalized	8.0	А	8.6	А	8.5	А	9.6	А





Traffic Volumes—Existing with Project Conditions

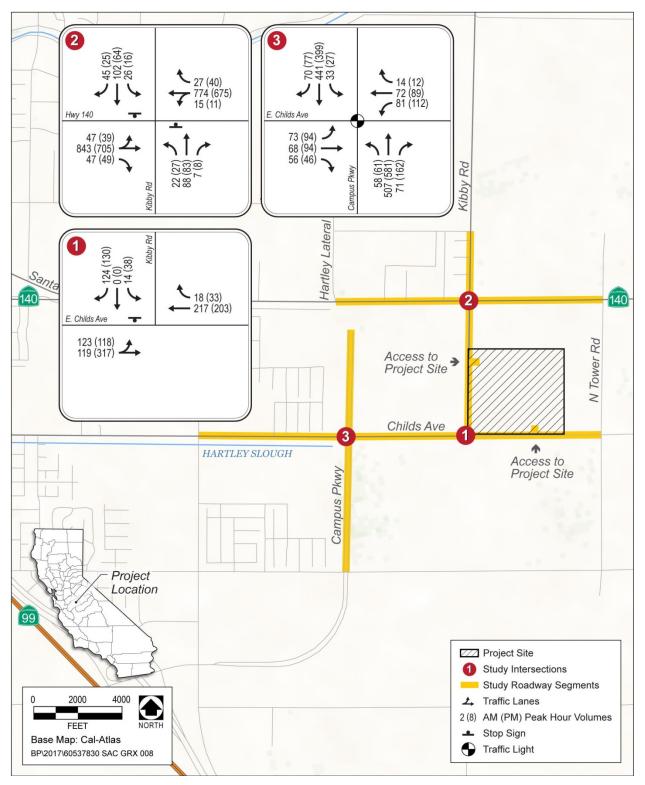
#### Cumulative Conditions

Intersection operations under Cumulative No Project Conditions and Cumulative with Project Conditions were also evaluated. As shown in Table P-6, the results of the analysis indicate that the East Childs Avenue/Kibby Road and East Childs Avenue/Campus Parkway intersections would operate at acceptable LOS (D or better) under both Cumulative No Project Conditions and Cumulative with Project Conditions. Average delays at the East Childs Avenue/Campus Parkway intersection would slightly improve under Cumulative with Project Conditions because the Project would add traffic to turning movements that would operate better than the overall intersection as a whole. The SR 140/Kibby Road intersection, however, is expected to operate at a below-standard LOS F under both scenarios. Figure P-4 and Figure P-5 present the traffic volumes for Cumulative No Project Conditions and Cumulative with Project Conditions, respectively, for each study intersection.

Na	Intersection	Control	Cum	ulative Condi	No Projetions	ect	Cumu		with Pro itions	oject
No.	Location	Control	A.M. Peak Hour		P.M. Peak Hour		A.M. Peak Hour		P.M. Peak Hour	
			Delay <sup>1</sup>	LOS	Delay	LOS	Delay	LOS	Delay	LOS
1	East Childs Avenue/Kibby Road	Unsignalized	10.9	В	12.4	В	11.6	В	13.0	В
2	SR 140/Kibby Road	Unsignalized	>= 50.0	F	>= 50.0	F	>= 50.0	F	>= 50.0	F
3	East Childs Avenue / Campus Parkway	Signalized	17.9	С	18.1	С	17.7	С	21.2	С

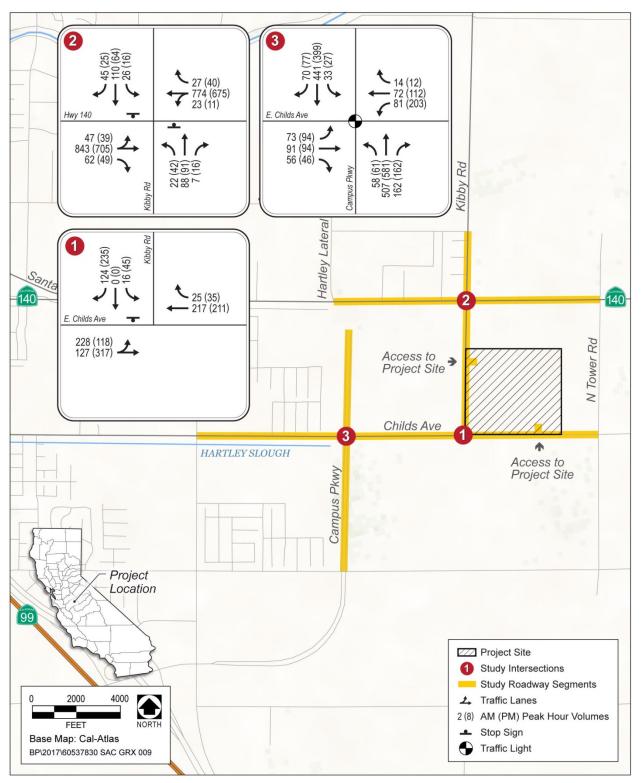
approach.

However, under Cumulative with Project Conditions, the Project would only increase traffic volumes at the SR 140/Kibby Road intersection by approximately 2 percent during each of the a.m. and p.m. peak hours (relative to Cumulative No Project Conditions), which would not exceed the 5 percent increase in total intersection volume established in the significance thresholds described previously. Therefore, the Project would not result in a potentially significant cumulative impact at this intersection based on the expected increase in total traffic volumes attributable to the Project. This impact would be less than significant.





Traffic Volumes—Cumulative No Project Conditions





Traffic Volumes—Cumulative with Project Conditions

### 3) No Impact

The Project would be constructed in an existing industrial and agricultural area on undeveloped land. The Project would not result in a change in air traffic patterns, including air traffic associated with any airports. The closest airport is Merced Regional Airport, located approximately 6 miles to the west. Therefore, no impact would occur.

#### 4) Less-than-Significant Impact

The Project would not change existing design features of roads and highways in the project vicinity. The Project is on undeveloped land in an area that is partly developed with industrial and agricultural uses.

As described under Setting and Description, a grade crossing on the BNSF Railway's Stockton Subdivision at Kibby Road is immediately south of the SR 140/Kibby Road intersection. The crossing is a typical design, indicated by crossbucks and protected with standard (double-gate) crossing arms, flashing red lights, and bells.

During field surveys to conduct traffic counts at the SR 140/Kibby Road intersection, one to two trains were observed passing through this crossing during each of the a.m. and p.m. peak periods. There is currently space for approximately two standard-sized automobiles to queue ahead of the grade crossing on the northbound Kibby Road approach to SR 140, with the right-turn pocket onto eastbound SR 140 capable of accommodating an additional vehicle. Observations of queuing activity did not identify queues of more than two vehicles on this approach at any one time, and any queues that developed generally dissipated quickly.

Although the Project would increase the amount of vehicle traffic passing through this grade crossing, it would not generate substantial volumes of large-vehicle traffic (such as tractor-trailer trucks) that could potentially extend into the crossing when approaching the SR 140/Kibby Road intersection along northbound Kibby Road. Any project-generated traffic would be required to yield and obey grade crossing devices and signage, as at any other grade crossing. Given these considerations, the Project would not substantially increase safety hazards at this crossing. This impact related to safety hazards would be less than significant.

#### 5) Less-than-Significant Impact

The project site is on undeveloped land in an area that is partly developed with industrial and agricultural uses. Site ingress/egress points would be located along East Childs Avenue and Kibby Road, the latter of which would provide direct access to the north (SR 140/Kibby Road intersection) and to the south (Kibby Road and East Childs Avenue). Standard conditions of approval require development and implementation of a traffic control plan to reduce the potential effects of project construction activities on transportation and to maintain routes for passage of emergency response vehicles on roadways affected by construction activities. Furthermore, the Project would not result in changes in emergency access to the site or surrounding uses, as the Project would have a less-than-significant impact on the three study intersections located along each of the major roadway routes serving the study area. Therefore, project construction and operation would not pose a

significant obstacle to emergency response vehicles. This impact on emergency access would be less than significant.

### 6) Less-than-Significant Impact

The Project is not expected to generate substantial new demand for public transit services, and existing transit service in the area would likely have sufficient capacity to handle any marginal increase in transit ridership associated with the Project. The *Final Short Range Transit Plan 2012–2017* for The Bus did not identify any substantial changes to transit service planned in the project vicinity (TJPAMC 2012). The Project would not include design features or create substantial amounts of vehicle traffic that could conflict with adopted policies, plans, or programs regarding public transit services or facilities, nor would it otherwise decrease the performance or safety of any existing or planned transit services or facilities.

Similarly, the Project is not expected to generate substantial amounts of bicycle or pedestrian activity. Existing bikeway and pedestrian facilities in the project vicinity are limited; however, the Project would construct sidewalks or other standard frontage improvements required by the City of Merced. Similar frontage improvements and other street improvements would be required as part of the development of other tracts in the area, gradually creating a continuous network of bicycle and pedestrian facilities to serve the area. Furthermore, the Project would not include design features or create substantial amounts of vehicle traffic that could conflict with adopted policies, plans, or programs regarding bicycle or pedestrian facilities, nor would it otherwise decrease the performance or safety of any existing or planned bicycle or pedestrian facilities. Therefore, this impact would be less than significant.

# P. Utilities and Service Systems

# SETTING AND DESCRIPTION

# Water

The City's water system is composed of 22 groundwater production wells located throughout the City, approximately 350 miles of main lines, and 4 water tower tanks for storage. Well pump operators ensure reliability and adequate system pressure at all times to satisfy customer demand. Diesel powered generators help maintain uninterrupted operations during power outages. The City of Merced water system delivered more than 24 million gallons of drinking water per day in 2013 to approximately 20,733 residential, commercial, and industrial customer locations. The City is required to meet State Health pressure requirements, which call for a minimum of 20 psi at every service connection under the annual peak hour condition and maintenance of the annual average daily demand plus fire flow, whichever is stricter. The City of Merced Water Division is operated by the Public Works Department.

The City of Merced's wells have an average depth of 414 feet and range in depth from 161 feet to 800 feet. The depth of these wells would suggest that the City of Merced is primarily drawing water from a deep aquifer associated with the Mehrten geological formation. Increasing urban demand and associated population growth, along with an increased shift by agricultural users from surface water to groundwater and prolonged drought have resulted in declining groundwater levels due to overdraft. This condition was recognized by the City of Merced and the Merced Irrigation

District (MID) in 1993, at which time the two entities began a two-year planning process to ensure a safe and reliable water supply for Eastern Merced County through the year 2030. Integrated Regional Water Planning continues today through various efforts.

### Wastewater

Wastewater (sanitary sewer) collection and treatment in the Merced urban area is provided by the City of Merced. The wastewater collection system handles wastewater generated by residential, commercial, and industrial uses in the City.

The City Wastewater Treatment Plant (WWTP), located in the southwest part of the City about two miles south of the airport, has been periodically expanded and upgraded to meet the needs of the City's growing population and new industry. The City's wastewater treatment facility has a capacity of 11.5 million gallons per day (mgd); with an average flow in 2006, of 8.5 mgd. The City has recently completed an expansion project to increase capacity to 12 mgd and upgrade to tertiary treatment with the addition of filtration and ultraviolet disinfection. Future improvements would add another 8 mgd in capacity (in increments of 4 mgd), for a total of 20 mgd. This design capacity can support a population of approximately 174,000. The collection system will also need to be expanded as development occurs.

Treated effluent is disposed of in several ways depending on the time of year. Most of the treated effluent (75% average) is discharged to Hartley Slough throughout the year. The remaining treated effluent is delivered to a land application area and the on-site City-owned wetland area south of the treatment plant.

### Storm Drainage

The Draft *City of Merced Storm Drainage Master Plan* addresses the collection and disposal of surface water runoff in the City's SUDP. The study addresses both the collection and disposal of storm water. Systems of storm drain pipes and catch basins are laid out, sized, and costed in the plan to serve present and projected urban land uses.

It is the responsibility of the developer to ensure that utilities, including storm water and drainage facilities, are installed in compliance with City regulations and other applicable regulations. Necessary arrangements with the utility companies or other agencies will be made for such installation, according to the specifications of the governing agency and the City (Ord. 1342 § 2 (part), 1980: prior code § 25.21(f)). The disposal system is mainly composed of MID facilities, including water distribution canals and laterals, drains, and natural channels that traverse the area.

The City of Merced has been involved in developing a Storm Water Management Plan (SWMP) to fulfill requirements of storm water discharges from Small Municipal Separate Storm Sewer System (MS4) operators in accordance with Section 402(p) of the Federal Clean Water Act (CWA). The SWMP was developed to also comply with General Permit Number CAS000004, Water Quality Order No. 2003-0005-DWQ.

### Solid Waste

The City of Merced is served by the Highway 59 Landfill and the Highway 59 Compost Facility, located at 6040 North Highway 59. The County of Merced is the contracting agency for landfill operations and maintenance, as the facilities are owned by the Merced County Association of Governments. The City of Merced provides services for all refuse pick-up within the City limits and franchise hauling companies collect in the unincorporated areas. In addition to these two

landfill sites, there is one private disposal facility, the Flintkote County Disposal Site, at SR 59 and the Merced River. This site is restricted to concrete and earth material.

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
Р.	<b>Utilities and Service Systems.</b>				
	Would the Project:				
1)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			~	
2)	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			~	
3)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			~	
4)	Have sufficient water supplies available to serve the Project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
5)	Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?			~	
6)	Be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?			✓	
7)	Comply with federal, state, and local statutes and regulations related to solid waste?			~	

### 1) Less Than Significant Impact

The project site would be served by City sewer system. There is sufficient capacity for serving this project within the City of Merced. This potential impact is less than significant.

### 2) Less Than Significant Impact

The City's current water and wastewater system is capable of handling this project within the City of Merced. There is an existing sewer line along Kibby Road. No significant environmental impacts would result from connecting to the line. A water line currently exists in Kibby Road along the property frontage. No new construction for water facilities would be required. This potential impact is less than significant.

### 3) Less Than Significant Impact

The Project would be required to provide storm drainage facilities that would capture storm water onsite and be routed to the City's storm drain system. No new facilities or expansions of existing facilities are needed. This potential impact is less than significant.

#### 4) Less Than Significant Impact

As explained above, no new water facilities are needed for this project. The existing water system is sufficient to serve the development. Potential impacts are less than significant.

### 5) Less Than Significant Impact

Refer to item 2 above.

### 6) Less Than Significant Impact

The City of Merced uses the Highway 59 Landfill. Sufficient capacity is available to serve the future project. According to the *Merced Vision 2030 General Plan* DEIR, the landfill has capacity to serve the City through 2030. Potential impacts are less than significant.

### 7) Less Than Significant Impact

All construction on the site would be required to comply with all local, state, and federal regulations regarding solid waste, including recycling. Potential impacts are less than significant.

# **Q.** Mandatory Findings of Significance

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
Q.	Mandatory Findings of Significance.				
	Would the Project:				
1)	Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			✓	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
2) Have impacts that are individually limited,				
but cumulatively considerable?				
("Cumulatively considerable" means that				
the incremental effects of a project are				
considerable when viewed in connection				
with the effects of past projects, the effects				
of other current projects, and the effects of				
probably future projects?)			✓	
3) Have environmental effects which will				
cause substantial adverse effects on human				
beings, either directly or indirectly?				
			$\checkmark$	

### 1) Less-Than-Significant Impact

As previously discussed in this document, the Project does not have the potential to adversely affect biological resources or cultural resources, because such resources are lacking on the project site, and any potential impacts would be avoided with implementation of the mitigation measures and other applicable codes identified in this report. Also, the Project would not significantly change the existing urban setting of the project area. Thus, this impact would be less than significant.

#### 2) Less-Than-Significant Impact

The Program Environmental Impact Report conducted for the *Merced Vision 2030 General Plan, the General Plan Program EIR* (SCH# 2008071069), has recognized that future development and build-out of the SUDP/SOI will result in cumulative and unavoidable impacts in the areas of Air Quality and Loss of Agricultural Soils. In conjunction with this conclusion, the City has adopted a Statement of Overriding Considerations for these impacts (Resolution #2011-63) which is herein incorporated by reference.

The certified General Plan EIR addressed and analyzed cumulative impacts resulting from changing agricultural uses to urban uses. No new or unaddressed cumulative impacts will result from the Project that have not previously been considered by the certified General Plan EIR or by the Statement of Overriding Considerations, or mitigated by this Expanded Initial Study. This Initial Study does not disclose any new and/or feasible mitigation measures which would lessen the unavoidable and significant cumulative impacts.

The analysis of impacts associated with the development would contribute to the cumulative air quality and agricultural impacts identified in the General Plan EIR. In the case of air quality, emissions from the proposed project would be less than significant. The nature and extent of these impacts, however, falls within the parameters of impacts previously analyzed in the General Plan EIR. No individual or cumulative impacts will be

created by the Project that have not previously been considered at the program level by the General Plan EIR or mitigated by this Initial Study.

### 3) Less-Than-Significant Impact

Development anticipated by the *Merced Vision 2030 General Plan* will have significant adverse effects on human beings. These include the incremental degradation of air quality in the San Joaquin Basin, the loss of unique farmland, the incremental increase in traffic, and the increased demand on natural resources, public services, and facilities. However, consistent with the provisions of CEQA previously identified, the analysis of the proposed project is limited to those impacts which are peculiar to the project site or which were not previously identified as significant effects in the prior EIR. The previously-certified General Plan EIR and the Statement of Overriding Considerations addressed those cumulative impacts; hence, there is no requirement to address them again as part of this project.

This previous EIR concluded that these significant adverse impacts are accounted for in the mitigation measures incorporated into the General Plan EIR. In addition, a Statement of Overriding Considerations was adopted by City Council Resolution #2011-63 that indicates that the significant impacts associated with development are offset by the benefits that will be realized in providing necessary jobs for residents of the City. The analysis and mitigation of impacts have been detailed in the Environmental Impact Report prepared for the *Merced Vision 2030 General Plan*, which is incorporated into this document by reference.

While this issue was addressed and resolved with the General Plan EIR in an abundance of caution, in order to fulfill CEQA's mandate to fully disclose potential environmental consequences of projects, this analysis is considered herein. However, as a full disclosure document, this issue is repeated in abbreviated form for purposes of disclosure, even though it was resolved as a part of the General Plan.

Potential impacts associated with the Project's development have been described in this Initial Study. All impacts were determined to be less than significant.

# **R.** Greenhouse Gas Emissions

### SETTING AND DESCRIPTION

Certain gases in the earth's atmosphere, classified as greenhouse gases (GHGs), play a critical role in determining the earth's surface temperature. A portion of the solar radiation that enters the atmosphere is absorbed by the earth's surface, and a smaller portion of this radiation is reflected back toward space. Infrared radiation is absorbed by GHGs; as a result, infrared radiation released from the earth that otherwise would have escaped back into space is instead trapped, resulting in a warming of the atmosphere. This phenomenon, known as the greenhouse effect, is responsible for maintaining a habitable climate on Earth.

GHGs are present in the atmosphere naturally, are released by natural sources and anthropogenic sources, and are formed from secondary reactions taking place in the atmosphere. The following GHGs are widely accepted as the principal contributors to human-induced global climate change and are relevant to the Project: carbon dioxide (CO<sub>2</sub>), methane, and nitrous oxide.

Emissions of  $CO_2$  are byproducts of fossil fuel combustion. Methane is the main component of natural gas and is associated with agricultural practices and landfills. Nitrous oxide is a colorless GHG that results from industrial processes, vehicle emissions, and agricultural practices.

Global warming potential (GWP) is a concept developed to compare the ability of each GHG to trap heat in the atmosphere relative to  $CO_2$ . The GWP of a GHG is based on several factors, including the relative effectiveness of a gas in absorbing infrared radiation and the length of time the gas remains in the atmosphere (i.e., its atmospheric lifetime). The reference gas for GWP is  $CO_2$ ; therefore,  $CO_2$  has a GWP of 1. The other main GHGs that have been attributed to human activity include methane, which has a GWP of 28, and nitrous oxide, which has a GWP of 265 (IPCC 2013). For example, 1 ton of methane has the same contribution to the greenhouse effect as approximately 28 tons of  $CO_2$ . GHGs with lower emissions rates than  $CO_2$  may still contribute to climate change, because they are more effective than  $CO_2$  at absorbing outgoing infrared radiation (i.e., they have high GWPs). The concept of  $CO_2$ -equivalents ( $CO_2e$ ) is used to account for the different GWP potentials of GHGs to absorb infrared radiation.

R.	Greenhouse Gas Emissions.	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less- Than- Significant Impact	No Impact
	Would the Project:				
	) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
	2) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				

### 1) Less -than-Significant Impact

The San Joaquin Valley Air Pollution Control District (SJVAPCD) is responsible for protecting public health and welfare through the administration of federal and state air quality laws and policies. In December 2009, SJVAPCD adopted the *Final Staff Report Addressing Greenhouse Gas Emissions Impacts under the California Environmental Quality Act* (SJVAPCD 2009). SJVAPCD also developed guidance for land-use agencies to address GHG emissions impacts for new development projects. Projects complying with an approved GHG emissions reduction plan or GHG mitigation program would have a less-than-significant individual and cumulative impact related to GHG emissions. Projects implementing best performance standards and reducing project-specific GHG emissions by at least 29 percent compared to the business-as-usual condition would have a less-than-significant individual and cumulative impact on global climate change under this guidance. However, models used to estimate GHG emissions now include some of the statewide

measures that previously would have been used to evaluate this 29 percent reduction performance standard, so this particular method of comparison is out of date.

To establish the context in which to consider the Project's GHG emissions, this analysis used guidance from the adjacent Sacramento Metropolitan Air Quality Management District (SMAQMD) to determine significance. In 2014, SMAQMD adopted a significance threshold for GHG emissions consistent with the goals of Assembly Bill (AB) 32: 1,100 metric tons (MT) CO<sub>2</sub>e per year for construction-related and operational emissions (SMAQMD 2014). This significance threshold was developed to assess the consistency of a project's emissions with the statewide framework for reducing GHG emissions.

The impacts associated with GHG emissions generated by the Project are related to the emissions from short-term construction and operations. Off-road equipment, materials transport, and worker commutes during construction of the Project would generate GHG emissions. Total construction-related and operational GHG emissions were calculated using methods and assumptions described for criteria air pollutants, and compared to the SMAQMD threshold of 1,100 MT CO<sub>2</sub>e. Total construction-related emissions for the Project would be 693 MT CO<sub>2</sub>e—including 498 MT CO<sub>2</sub>e in 2018 and 195 MT CO<sub>2</sub>e in in 2019. Emissions generated by the Project during operations are related to indirect GHG emissions associated with increased worker trips, equipment usage, energy from electricity use and limited direct GHG emissions as a result of regular testing and maintenance of the emergency generator. Operational-related GHG emissions generated by the Project are 859 MT CO<sub>2</sub>e per year. Additional modeling assumptions and details are provided in Appendix C-1.

GHG emissions associated with construction of the Project are short-term and will cease following completion of construction activity. Neither construction nor operational emissions exceed the 1,100 MT CO<sub>2</sub>e threshold. Therefore, the Project would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment. This impact would be less than significant.

### 2) Less-than-Significant Impact

In 2006, California enacted AB 32, the California Global Warming Solutions Act of 2006 (California Health and Safety Code Section 38500 et seq.). AB 32 establishes regulatory, reporting, and market mechanisms to achieve reductions in GHG emissions and establishes a cap on statewide GHG emissions. It requires that statewide GHG emissions be reduced to 1990 levels by 2020.

In 2008 and 2014, the California Air Resources Board (ARB) approved the Climate Change Scoping Plan (Scoping Plan) and the first update to the Climate Change Scoping Plan: Building on the Framework, respectively (ARB 2008; ARB 2014). In 2016, the state legislature passed Senate Bill SB 32, which established a 2030 GHG emissions reduction target of 40 percent below 1990 levels. In response to SB 32 and the companion legislation of AB 197, ARB approved the Final Proposed 2017 Scoping Plan Update: The Strategy for Achieving California's 2030 GHG Target in November 2017 (ARB 2017). The 2017

Scoping Plan draws from the previous plans to present strategies to reaching California's 2030 GHG reduction target. The Project would comply with any mandate or standards set forth by an adopted Scoping Plan Update effecting construction activities and operations.

In 2012, the City of Merced adopted the *Merced Climate Action Plan* to address the reduction of major sources of GHG emissions. The plan established an emissions target of 1990 levels by 2020, commensurate with the State of California's target (City of Merced 2012). To meet this goal, the City adopted values, goals, and strategies to reduce emissions. Goals of the plan include:

- enhanced mobility of all transportation modes;
- sustainable community design;
- water conservation and technology;
- protection of air resources;
- waste reduction;
- increased use of renewable energy sources;
- building energy conservation; and
- public outreach and involvement.

The Project would be consistent with the goals of the *Merced Climate Action Plan*. The Project would relocate existing employees to a more energy-efficient building. The new building would be constructed to meet the current California Green Building Standards Code and would be consistent with the Building Energy Conservation Goal. Additionally, operation of the regional spoils recycling facility would reduce the disposal of waste and would support waste reduction goals.

As mentioned above, the Project would not exceed emissions thresholds adopted by SMAQMD and would be consistent with the applicable requirements of the *Merced Climate Action Plan*. Therefore, the Project would not conflict with any applicable plans, policies, or regulations adopted for the purpose of reducing GHG emissions. This impact would be less than significant.

# 4. **ENVIRONMENTAL DETERMINATION**

On the basis of this initial environmental evaluation:

I find that the project could have a significant effect on the environment, and that **X** a NEGATIVE DECLARATION HAS BEEN PREPARED for public review.

April 26, 2018

Francisco Mendoza-Gonzalez, Planner

Kim Espinosa, Planning Manager Environmental Coordinator City of Merced

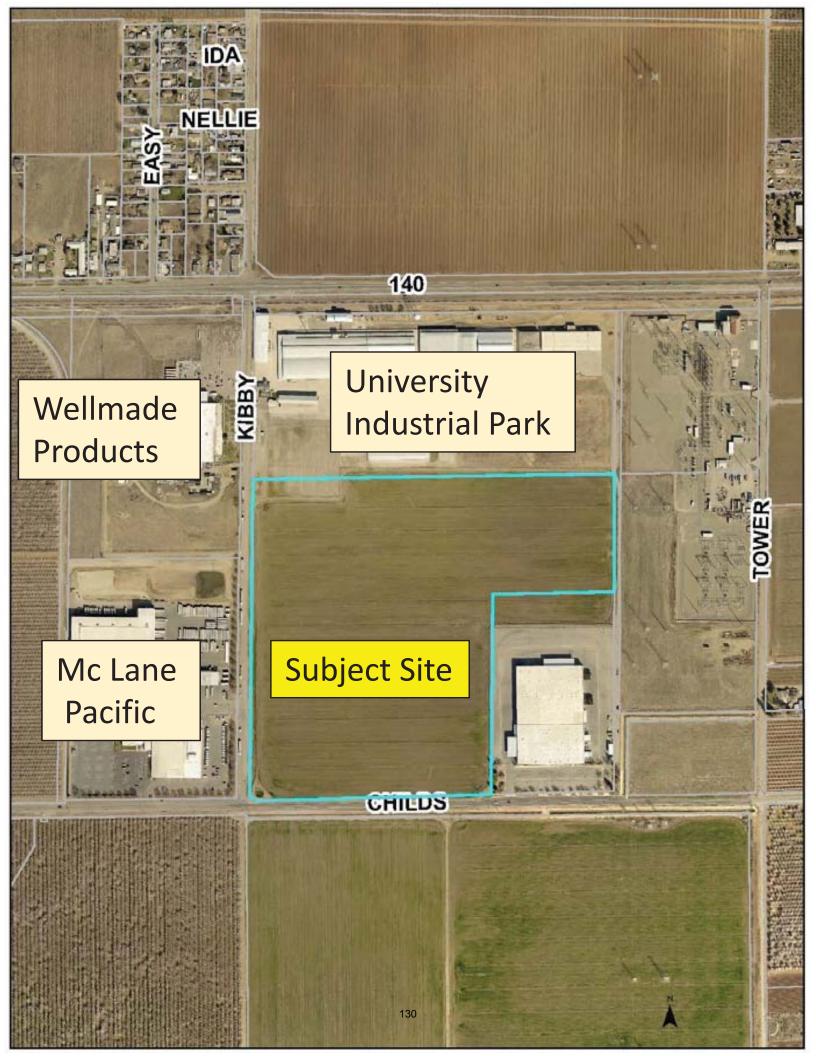
# 5. **PREPARERS OF THE INITIAL STUDY**

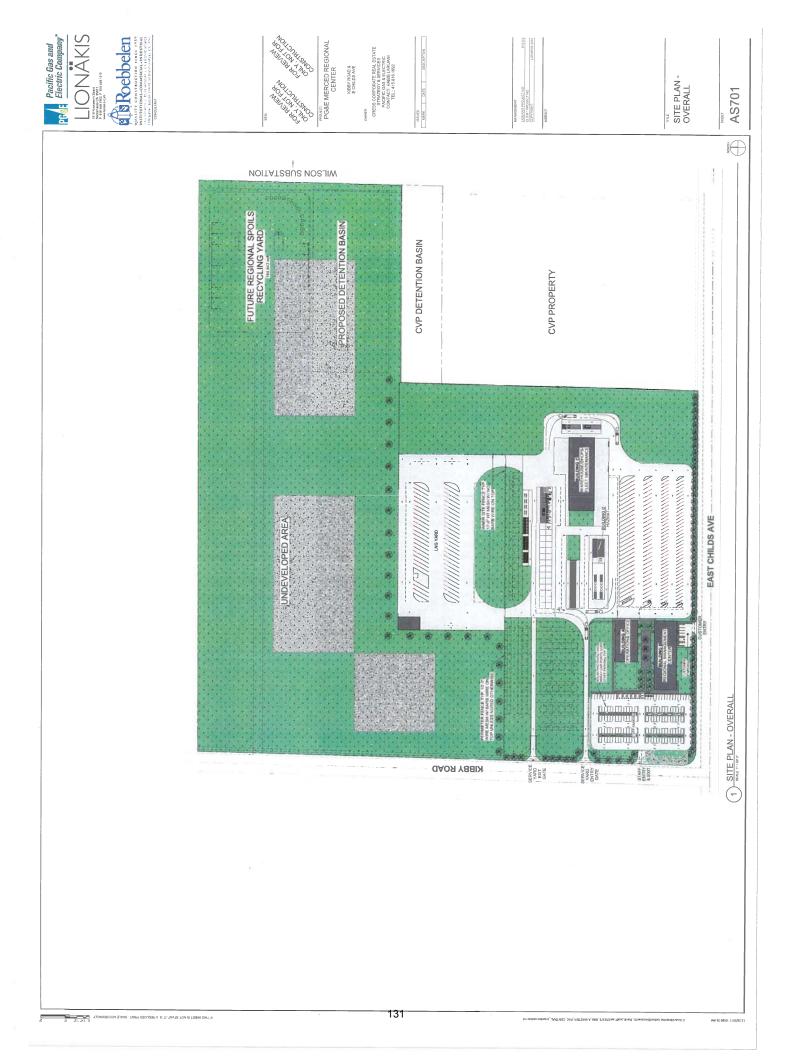
#### LEAD AGENCY

City of Merced Planning & Permitting Division 678 West 18<sup>th</sup> Street Merced, CA 95340 (209) 385-6929 Francisco Mendoza-Gonzalez, Planner

#### **ATTACHMENTS:**

- A) Location Map
- B) Site Plan





## **NOTICE OF DETERMINATION**

То: \_\_\_\_

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

X County Clerk County of Merced 2222 M Street Merced, CA 95340 2018 MAY -1 PM 2:06

MERGED COUNTY CLERK



From : City of Merced 678 West 18th Street Merced, CA 95340 (209) 385-6858

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

**Project Title:** Site Plan #418

**Project Applicant:** Pacific Gas & Electric (PG&E)

Lead Agency Contact: Francisco Mendoza-Gonzalez

Project Location - City: Merced

**Phone No.** 209-385-6858

Project Location - County: Merced

**Project Description:** The Project includes the construction of a new PG&E Service Center with a 9,100-square-foot operations building, a 15,400-square-foot regional management office, a 23,500-square-foot warehouse/garage, an employee parking lot (144 spaces), several laydown areas, a company vehicle parking lot (180 spaces), a customer parking lot (6 spaces), and a future regional spoils recycling yard (184, 843 s.f.), on a 56.2-acre parcel within a Heavy Industrial (I-H) Zone.

This is to advise that the City of Merced (Lead Agency) has approved the above-described project on April 26, 2018 and has made the following determination:

- 1. The project <u>will not</u> have a significant effect on the environment.
- 2. A Negative Declaration was prepared for this project pursuant to provisions of CEQA.
- 3. A Statement of Overriding Considerations was not adopted for the project.
- 4. Findings were made pursuant to provisions of CEQA.

This is to certify that the Negative Declaration and a record of the project approval are available to the general public at the City of Merced, 678 West 18th Street, Merced, CA 95340, 209-385-6858.

KIMESINOSA Signature: 2

Date: 4/27/2018

Kim Espinosa, Manning Manager City of Merced

### CITY OF MERCED SITE PLAN REVIEW COMMITTEE RESOLUTION #420

	repairs) inside 2 existing structures
Homer H. Blomberg	(835 s.f. and 848 s.f. respectively).
APPLICANT	PROJECT
1260 T St. ADDRESS	227, 235, and 241 W. 11 <sup>th</sup> St. PROJECT SITE
Merced, CA 95341	031-334-016 and 031-334-008
CITY/STATE/ZIP	APN
(310) 486-6808 PHONE	General Commercial (C-G) ZONING

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In accordance with Chapter 20.68 of the Merced City Zoning Ordinance, the Merced City Site Plan Review Committee considered and approved Site Plan Review Application #420 on April 26, 2018, submitted by Homer H. Blomberg, on behalf of Kenneth L. Musson, property owner, to locate a major repair auto body shop inside 2 existing structures (835 s.f. and 848 s.f. respectively) located at 227, 235, and 241 W. 11<sup>th</sup> Street, within a General Commercial (C-G) Zone; said property being more particularly described as Lots 21, 22, 23, 24, and a portion of Lot 20 from Block 279 as shown on the map entitled "Supplemental Map to Town of Merced" recorded in Volume 2, Page 12 of Parcel Maps, Merced County Records; also known as Assessor's Parcel Numbers 031-334-016 and 031-334-008.

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

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

- A) The proposal complies with the City of Merced General Plan designation of General Commercial (CG) and the zoning designation of General Commercial (C-G).
- B) The subject site has a legal non-conforming duplex (3,361 s.f.) with a two-car garage (540 s.f.) located on the eastern portion of the property. The property owner would like to continue renting out this duplex while the auto body shop is in operation. This residential structure is approximately 25 feet away from the proposed auto body shop.
- C) The applicant is proposing to locate the auto body shop inside two existing structures located on the western portion of the parcel. The applicant will use the existing 835-s.f. detached 3-car garage as a prep station for customer

vehicles. To the south of that garage is an 848-s.f. garage that will be used as a body and frame shop with storage spaces.

- D) The applicant has indicated that employee and customer parking will be provided in front of the auto body shop. Parking is not shown on the site plan, but must be provided on the plans during the building permit stage. The parking requirement for vehicle repair and maintenance uses is 1 parking space per 400 square feet of the floor area. Based on the proposed 1,683-square-foot auto body shop (combined space of two structures), the applicant will be required to provide a minimum of 5 parking stalls (Condition #17). The parking spaces shall be designed and constructed to meet the City's parking requirements and Engineering standards. ADA parking shall be provided as close to the shop as possible, while satisfying Building Code requirements. Parking lot trees shall be installed to meet City requirements as described under Condition #9.
- E) The subject site is surrounded by a variety of commercial and high-density residential properties. Automotive-related businesses are common throughout the neighborhood as Merced Mustang & Muscle Cars, Garza Tires, Pete's Auto Body Shop, Super Shop Auto Repair, Bob's Auto Paint & Equipment, Car Plus, Hertz, Rich's Auto Body, and Sky Blue Mobile Glass are all located within 1,000 feet of the subject site. Given the nature of the businesses in the surrounding area, the Site Plan Review Committee is of the opinion that this request for an auto body shop would not create any unusual circumstances for the neighborhood.
- F) A Public Hearing Notice was mailed to adjacent residential property owners at least 10 days before the public hearing, in accordance with MMC Section 20.68.050.E and MMC Chapter 20.70. Staff did not receive any public comments for this project as of the time that this report was prepared (4/18/2018).
- G) Approval of this site plan permit constitutes as approval of interface review as required by MMC Chapter 20.32.
- H) Due to the changes in building use/occupancy, the applicant shall apply for a building permit and submit plans drawn by a qualified licensed design professional (Condition #12).

NOW, THEREFORE, BE IT RESOLVED that the Merced City Site Plan Review Committee does approve Site Plan Review Application #420, subject to the following conditions:

- 1. All applicable conditions contained in Site Plan Approval Resolution #79-1-Amended ("Standard Conditions for Site Plan Application") shall apply.
- 2. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply including, but not limited to, the California Building Code and Fire Codes.

- 3. The site shall be constructed as shown on Exhibit B (site plan), Exhibit C (photographs of elevations), and as modified by the conditions of approval within this resolution.
- 4. Notwithstanding all other conditions, all construction and improvements shall be in strict accordance with Zoning, Building, and all other codes, ordinances, standards, and policies of the City of Merced.
- 5. As required by Merced Municipal Code Section 17.04.050 and 17.04.060, full public improvements shall be installed/repaired if the permit value of the project exceeds \$100,000.00. Public improvements may include, but not be limited to, repairing/replacing the sidewalk, curb, gutter, and street corner ramp(s), so that they comply with ADA standards and other relevant City of Merced/State/Federal standards and regulations.
- 6. The applicant shall contact the Merced County Environmental Health Department and comply with all requirements for this type of business and obtain all pertinent permits prior to the final inspection.
- 7. Business activities not originally approved with this request may require additional permits from the Merced County Environmental Health Department, City of Merced Fire Department, City of Merced Building Department, or the City of Merced Water Quality Control Division. The applicant shall be responsible for contacting all pertinent regulatory agencies and informing them of any significant changes in business activities, equipment, or hazardous chemicals used in this facility and obtaining proper permits.
- 8. All signing shall comply with the City's Sign Ordinance. Sign permits shall be obtained prior to installing any permanent signing. This site is prohibited from having illuminated signs on the north elevations, fronting the nearby apartment complex across from the adjacent alley. A Temporary Sign Permit shall be obtained prior to installing any temporary signs or banners. Flags, pennants, temporary freestanding signs, inflatable signs, or A-frame signs are not allowed. Should the applicant/business owner violate these signing restrictions, the City reserves the right to revoke the Site Plan Review Permit for a used car lot and major repairs on this site per the revocation procedures in the Merced Municipal Code.
- 9. Parking lot trees shall be provided at a ratio of one tree for every 6 parking spaces. These trees shall be installed per the City's Parking Lot Landscape Standards, shall be a minimum of 15- gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree list).
- 10. The applicant shall provide sufficient lighting for the parking lot and on the building. Lighting shall be shielded or oriented in a way that does not allow "spill-over" onto adjacent lots in compliance with the California Energy Code requirements.
- 11. Auto service repairs shall be conducted away from the public view, inside a screened or enclosed structure. Repair activities shall be limited to those found in the City's "Minor Repair" and "Major Repair" categories (as defined by Merced Municipal Code Section 20.90.020 Vehicle Repair and Maintenance, Minor and Merced Municipal Code Section 20.90.020 Vehicle Repair and Maintenance, Major) and shall be subject

to Building, Fire, and County Environmental Health Department requirements. All storage of auto-related waste products shall be located away from the public view within a structure.

- 12. Plans for Building Permits shall be drawn by a licensed design professional (e.g. an architect or engineer), prior to issuance of certificate of occupancy or business license.
- 13. The applicant shall work with the City's Water Quality Control Division (and other pertinent departments as determined by the WQC Division) and comply with all requirements for this type of business and obtain all proper permits prior to issuance of certificate of occupancy or business license. Said requirements may include, but are not limited to, ensuring that all items are stored in secondary containments, installing sand separators, installing grease interceptors, and installing floor drains.
- 14. The applicant shall work with the City's Fire Department to ensure that a Hot Permit is obtained for welding activities. A list of hazardous chemicals used in the conduct of business shall be provided to the Fire Department prior to issuance of certificate of occupancy or business license.
- 15. Non-operable vehicles shall require a No Exposure Certificate from the State Water Resource Control Board. Non-operable vehicles shall either be stored inside the automotive repair shop or enclosed within a non-transparent fenced area. Should the applicant choose to install a fenced area, the materials, colors, and location of the fence shall be reviewed and approved by the Planning Department.
- 16. The applicant shall work with the City's Refuse Department to determine the exact location for a refuse enclosure prior to issuance of certificate of occupancy or business license. In addition, the applicant shall work with the City's Refuse Department to determine if a recycling container will be required to comply with AB 341. If it is required, the container shall be enclosed within a refuse enclosure built to City Standards. Prior to pouring the concrete for the refuse enclosure, the contractor shall contact the Refuse Department at 209-385-6800 to arrange an inspection by Refuse Department staff to verify the location and angle of the enclosure.
- 17. The applicant shall provide a minimum of 5 parking spaces for the automotive repair shop, prior to issuance of certificate of occupancy or business license.
- 18. The parking lot layouts shall comply with all applicable City Standards.
- 19. The applicant shall install missing street trees and an irrigation system within the rightof-way adjacent to the project site, as required by the City's Engineering Department. A landscape and irrigation plan shall be submitted to the Engineering Department for approval prior to the issuance of Building/Fire permits. All landscaping shall be installed prior to the business opening; details on requirements to be worked out with the Engineering Department to ensure compliance with water conservation regulations based on recent State directives.
- 20. Colors used for the exterior of the automotive repair shop shall be of a neutral type approved by Planning staff prior to painting the building.

- 21. Any outdoor storage shall be screened from the public view with either a chain-link fence with privacy slats or a non-transparent fence. Details to be worked out with Planning staff at the building permit stage.
- 22. All existing landscaping shall be kept healthy and maintained, and any damaged or missing landscaping shall be replaced immediately.
- 23. The premises shall remain clean and free of debris and graffiti at all times.
- 24. Prior to issuance of a certificate of occupancy or business license, the applicant shall either record a lot merger or a cross-access easement for Assessor Parcel Numbers (APN's) 031-334-016 and 031-334-008.
- 25. Prior to issuance of a certificate of occupancy or business license, the applicant shall obtain encroachment permits to improve the sidewalk and the two driveways along the subject site (APN's 031-334-016 and 031-334-008) and bring them in compliance with current Engineering Standards.

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

April 26, 2018 DATE

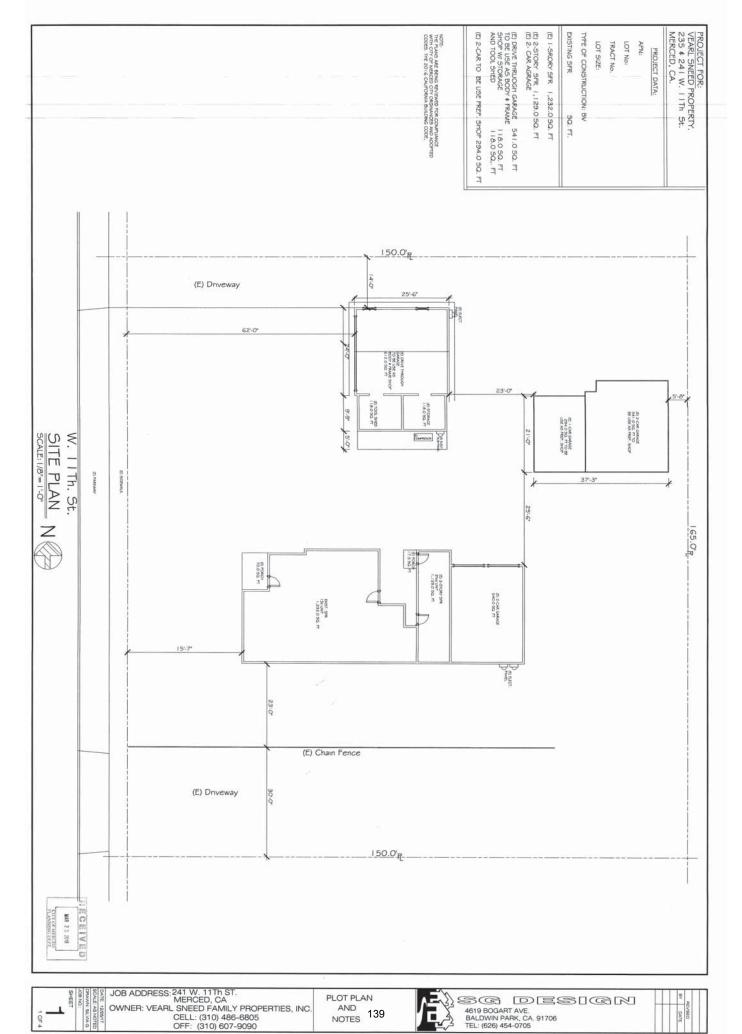
Francisco Mendoza-Gonzalez

Planner TITLE

Exhibits:

- A) Location Map
- B) Site Plan
- C) Photographs of Elevations
- D) Categorical Exemption











# **NOTICE OF EXEMPTION**

To:	Office of Planning and P.O. Box 3044 Sacramento, CA 95812 County Clerk County of Merced 2222 M Street Merced, CA 95340		From:	(Public Agency) City of Merced 678 West 18th St. Merced, CA 95340	
<b>Project Title:</b>	SP #420	(Environmen	tal Review #18-	43)	
Project Appli	icant: Homer H. Bl	omberg			
<b>Project Location (Specific):</b> 227, 235, and 241 W. 11 <sup>th</sup> St. <b>APN:</b> 031-334-016 and 031-334-008					
Project Location - City: Merced			<b>Project Locat</b>	ion - County: Merced	
Description of Nature, Purpose, and Beneficiaries of Project:					
Name of Public Agency Approving Project:			City of Merced		
Name of Person or Agency Carrying Out Project:			Homer H. Blomberg		
Exempt Status: (check one)        Ministerial (Sec. 21080(b)(1); 15268);        Declared Emergency (Sec. 21080(b)(3); 15269(a));        Emergency Project (Sec. 21080(b)(4); 15269(b)(c));        X Categorical Exemption. State Type and Section Number: 15301 (a)        Statutory Exemptions. State Code Number:        General Rule (Sec. 15061 (b)(3))					
pro ope are		As defined under the above referenced Section, the proposed project consists of minor interior/exterior alterations, such as operating an auto body shop within existing buildings, which are considered to be exempt under the CEQA Guidelines per Section 15301 (a).			
Lead Agency:       City of Merced         Contact Person:       Francisco Mendoza-Gonzalez       Area Code/Telephone: (209) 385-6858					
Signature:	Atto	Date: _	4-3-2018	Title: Planner	
		Date Received (If applicable)	Date Received for Filing at OPR: If applicable)		
Authority Cited: Sections 21083 and 21110. Public Resources Code					

Reference: Sections 21108, 21152, and 21152.1. Public Resources Code



# ADMINISTRATIVE REPORT

# Agenda Item I.5.

Meeting Date: 9/4/2018

**SUBJECT:** <u>City Council/Public Financing and Economic Development/Parking Authority Meeting</u> <u>Minutes of August 6, 2018</u>

# **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 August 6, 2018.

# ALTERNATIVES

1. Approve as recommended; or,

2. Approve, subject to amendments.

### ATTACHMENTS

1. Minutes of August 6, 2018



# **CITY OF MERCED**

Minutes

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

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

Monday, August 6, 2018	6:00 PM
A. CLOSED SESSIO	ON ROLL CALL
Present:	<ul> <li>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</li> </ul>
Absent:	: 0
B. CLOSED SESSIO	ON
	Mayor MURPHY called the Closed Session to order at 5:03 PM.
B.1.	SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED
	LITIGATION Significant Exposure to Litigation pursuant to Government
	<u>Code section 54956.9(d)(2): (1) case</u>
B.2.	SUBJECT: CONFERENCE WITH LABOR NEGOTIATORS Agency
	Designated Representative: City Manager Steve Carrigan; Employee
	Organizations: Merced Police Officers' Association (MPOA); Merced
	Association of Police Sergeants. AUTHORITY: Government Code
	Section 54957.6
B.3.	SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION -
	Title: City Manager; Authority: Government Code Section 54957
	Clerk's Note: Council adjourned from Closed Session at 5:55 PM.
C. CALL TO ORDER	
	Mayor MURPHY called the Regular Meeting to order at 6:00 PM.
C.1. Invocation - Bruce	Metcalf, Merced Rescue Mission

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

C.2. Pledge of Allegiance to the Flag

Council Member BELLUOMINI 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.

**Clerk's Note:** Mayor MURPHY stated that Council would reconvene to Closed Session after the Regular Meeting.

#### F. CEREMONIAL MATTERS

# F.1. SUBJECT: <u>Recognition of Outgoing City Commission Members</u>

#### **REPORT IN BRIEF**

Certificates for City Board, Committee, or Commission Members who have completed their terms.

Mayor MURPHY presented certificates of recognition to Planning Commissioner Travis COLBY, Youth Council Member Julian PEREZ, and Youth Council Member Yadira HERNANDEZ.

### F.2. SUBJECT: Proclamation - National Health Center Week

#### **REPORT IN BRIEF**

Presented to Tony Weber and Jennifer Henson, Golden Valley Health Centers.

Mayor Pro Tempore MCLEOD presented the proclamation for National Health Center Week to Yamilet VALLADOLID, Manager of Government Affairs at Golden Valley Health Centers.

#### G. WRITTEN PETITIONS AND COMMUNICATIONS

The Clerk's Office received an email regarding Item L.2. that was printed

and placed on the dais.

#### H. ORAL COMMUNICATIONS

Gary HODNETT, Merced - spoke on a sidewalk that needs repairing.

Monica VILLA, Merced - spoke on various topics.

#### I. CONSENT CALENDAR

Items I.2. Information-Only Contracts, I.7. City-Owned Real Property Request #18-11 for Use of Bob Hart Square (Merced Center for the Performing Arts and Playhouse Merced), I.8. Agreement with the Merced Irrigation District for Well Site 20 Storm Water Discharge to Hartley Canal, Project No. 107033, I.9. Right-of-Way Dedication for Tyler Road and Mission Avenue, and I.11. Administering Agency State Program Supplement No. 012-N1 and Agreement Summary (E-76) for a Congestion Mitigation and Air Quality Improvement (CMAQ) Grant CML-5085(029) -Project 111066 Westerly Bike Path Connection; 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

I.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.

I.3.	SUBJECT: Information Only - Traffic Committee Meeting Minutes of May 8, 2018
	RECOMMENDATION
	For information only.
	This Consent Item was approved.
I.4.	SUBJECT: <u>City Council/Public Financing and Economic</u> Development/Parking Authority Meeting Minutes of July 2, 2018
	REPORT IN BRIEF
	Official adoption of previously held meeting minutes.
	RECOMMENDATION
	<b>City Council/Public Financing and Economic</b> <b>Development/Parking Authority -</b> Adopt a motion approving the meeting minutes of July 2, 2018.
	This Consent Item was approved.
I.5.	SUBJECT: <u>Correct Typographical Error on Fiscal Year 2018-19</u> <u>Annual Special Tax Rates (Exhibit A) for Community Facilities</u> <u>District (CFD) No. 2003-2 (Services) of the City of Merced</u>
	REPORT IN BRIEF
	Considers amending Exhibit A of Resolution No. 2018-38, authorizing the establishment of Annual Special Tax Rates for Fiscal Year 2018-19 to correct Special Tax Rates typographical error for Improvement Area 35.
	RECOMMENDATION
	<b>City Council</b> - Adopt a motion adopting <b>Resolution 2018-53</b> , a Resolution of the City of Merced, California, acting as the Legislative Body of the Community Facilities No. 2003-2 (Services) of the City of Merced, amending Resolution No. 2018-38 to correct Exhibit A thereto related to the Annual Special Tax Rates for said district for Fiscal Year 2018-19.
	This Consent Item was approved.

I.6.

SUBJECT: Proposed Facility Use Agreement (Parking Agreement)

Between the Regents of the University of California, on Behalf of its Merced Campus, and City of Merced

#### **REPORT IN BRIEF**

Proposed Agreement to lease 125 parking spaces in the Merced Center Garage to the Regents of the University of California, Merced campus, for the University of California Merced Downtown Campus Center.

#### **RECOMMENDATION:**

**Parking Authority -** Adopt a motion approving the Facility Use Agreement (Parking Agreement) with the Regents of the University of California; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

This Consent Item was approved.

I.10. SUBJECT: Agreement for Use of City Right-of-Way with County of Merced for Fence, Landscape, and Irrigation on 13th Street and 15th Street

#### **REPORT IN BRIEF**

Considers approving the agreement for use of City right-of-way with the County of Merced to allow fencing, landscape, and irrigation in the City right-of-way near the new County mental health building.

#### RECOMMENDATION

**City Council** - Adopt a motion approving the agreement for use of City right-of-way with the County of Merced; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

This Consent Item was approved.

I.2. SUBJECT: Information-Only Contracts

#### **REPORT IN BRIEF**

Notification of awarded Non-Public Works contracts under \$30,000 and of Public Works contracts under \$67,779.

#### AUTHORITY

Pursuant to the authority delegated to the City Manager on behalf of the City by Article XI, Section 1109, of the Merced City Charter to execute

Public Works contracts under the adjusted FY 2017-2018 threshold of \$67,779.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2017-2018 threshold of \$30,000.00, the contracts listed on the attached table were entered into by the City.

Council Member BELLUOMINI pulled this item to ask about the Welcome Center and Main Street Association contract and if there were any changes to past practices.

Director of Economic Development Frank Quintero stated that the contract is same as the City has done in the past.

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

- Aye: 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

I.7.

SUBJECT: <u>City-Owned Real Property Request #18-11 for Use of</u> Bob Hart Square (Merced Center for the Performing Arts and <u>Playhouse Merced</u>)

#### **REPORT IN BRIEF**

Consider allowing the use of Bob Hart Square from 8:00 a.m. to 11:30 p.m. on Saturday, August 18, 2018, by Playhouse Merced for the Playhouse Merced 2018 Gala and fundraising dinner (including the serving of alcohol).

#### RECOMMENDATION

**City Council** - Adopt a motion approving the use of Bob Hart Square from 8:00 a.m. to 11:30 p.m. on Saturday, August 18, 2018, for a fundraiser gala and dinner, to include the serving of alcohol; subject to the conditions outlined in the administrative staff report.

Council Member MARTINEZ pulled this item to have a representative discuss the event.

Director of Development Services Scott MCBRIDE gave a brief discription of the event.

A motion was made by Council Member Martinez, seconded by Council Member Belluomini, that this agenda item be approved. The motion carried I.8.

	by the following vote:
Aye:	<ul> <li>7 - Council Member Belluomini, Council Member Martinez, Mayor Pro Tempore McLeod, Council Member Pedrozo, Council Member Serratto, Mayor Murphy, and Council Member Blake</li> </ul>
No:	0
Absent:	0
	SUBJECT: Agreement with the Merced Irrigation District for Well Site 20 Storm Water Discharge to Hartley Canal, Project No. 107033 REPORT IN BRIEF Authorizes an agreement with the Merced Irrigation District (MID) to discharge storm water from the new Well 20 pump station site to the adjacent Hartley Canal.
	RECOMMENDATION City Council - Adopt a motion:
	A. Approving a water drainage agreement with the Merced Irrigation District and payment of the associated fees; and,
	B. Approving an amendment to an Agreement for Professional Services with Luhdorff and Scalmanini Consulting Engineers Inc., in the amount of \$32,440 for engineering design services; and,
	C. Authorizing the City Manager or Assistant City Manager to execute the necessary documents.
	uncil Member BELLUOMINI pulled this item to ask about the drainage sin.
dra cor	uncil Member BELLUOMINI and staff discussed the accessibility to the inage basin, the maintenance of the field, the timeline of the instruction of the drainage basin, and the potential development of a ports complex.
	A motion was made by Council Member Belluomini, seconded by Council Member Pedrozo, that this agenda item be approved. The motion carried by the following vote:
Aye:	<ul> <li>7 - Council Member Belluomini, Council Member Martinez, Mayor Pro Tempore McLeod, Council Member Pedrozo, Council Member Serratto, Mayor Murphy, and Council Member Blake</li> </ul>
No	0

**No:** 0

#### Absent: 0

I.9.

# SUBJECT: <u>Right-of-Way Dedication for Tyler Road and Mission</u> Avenue

#### **REPORT IN BRIEF**

Consider dedicating to the public a portion of City owned property along Tyler Road and Mission Avenue for road and public utility purposes.

#### RECOMMENDATION

**City Council -** Adopt a motion adopting **Resolution 2018-54**, a Resolution of the City Council of the City of Merced, California, approving dedication of road right-of-way and public utility easement along Tyler Road and Mission Avenue for public road use.

Council Member MARTINEZ pulled this item to ask if it was related to the Item I.8 project.

A motion was made by Council Member Martinez, seconded by Council Member Blake, 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
- I.11.

SUBJECT: Administering Agency State Program Supplement No. 012-N1 and Agreement Summary (E-76) for a Congestion Mitigation and Air Quality Improvement (CMAQ) Grant CML-5085(029) - Project 111066 Westerly Bike Path Connection

#### **REPORT IN BRIEF**

Consider a resolution approving a California Department of Transportation Program Supplement for the use of \$996,000 in CMAQ Grant funding for construction engineering and project construction of the Westerly Bike Path Connection.

#### RECOMMENDATION

City Council - Adopt a motion:

A. Adopting Resolution 2018-55, a Resolution of the City Council of

the City of Merced, California, approving Federal-Aid Projects Program Supplement Agreement No. 012-N1; and,

B. Accepting CMAQ grant funds and increasing revenue in account 450-1104-321.32-00 by \$996,000 and appropriating the same to account 450-1104-637.65-00-111066 for construction engineering and project construction of the Westerly Bike Path Connection; and,

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

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

Council Member SERRATTO pulled this item to ask if this project would effect the Highway 59 Redevelopment project.

Deputy Director of Public Works Steven SON stated that the improvements would be modified to accomodate the redevelopment of Highway 59.

A motion was made by Council Member Serratto, seconded by Council Member Blake, 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. PUBLIC HEARINGS

J.1.

SUBJECT: <u>Public Hearing- Amendment to Merced Municipal Code</u> Section 10.44, "Bicycles"

#### **REPORT IN BRIEF**

The Bicycle Advisory Commission has recommended the amendment of the Merced Municipal Code Section 10.44, "Bicycles," to modernize the bicycle registration process while continuing to preserve the Police Department's enforcement ability.

#### RECOMMENDATION

**City Council** - Adopt a motion introducing **Ordinance 2491**, an Ordinance of the City Council of the City of Merced, California, amending Section 10.44, "Bicycles," of the Merced Municipal Code. Principal Planner Michael HREN gave a slide show presentation on the amendment to the Merced Municipal Code Section 10.44, "Bicycles'.

Mayor MURPHY opened the Public Hearing at 6:41 PM.

Steven LERER, Bicycle Advisory Committee, Merced - spoke on registering his bicycle on the registry.

Ellis ASHBROOK, Merced - spoke on the challenges of registering a bicycle.

Monica VILLA, Merced - spoke on the challenge the homeless face registering their bicycles online. She also asked about a time limit to have bicycles registered.

Mayor MURPHY closed the Public Hearing at 6:48 PM.

Council Member BELLUOMINI and staff discussed the reporting of second hand bicycle sales, a language change in the Ordinance, and the definition of operate and ride.

Council Member BELLUOMINI requested language changes in the Ordinance.

Mayor MURPHY questioned the need to carry proof of registration and suggested deleting that section of the ordinance.

Council and staff discussed police enforcement of bicycle registration.

A motion was made by Council Member Belluomini, seconded by Council Member Blake, introducing Ordinance 2491 with amendments to change the word "operate" to "ride" in section 10.44.030, make the language of weekly reporting for second hand bicylce sales clearer, change L Street to Canal Street, and deleting section 10.44.040. 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. REPORTS**

K.1.

### SUBJECT: <u>Update on Celebrate Safe Illegal Fireworks Enforcement</u> and Public Outreach Campaign

#### **REPORT IN BRIEF**

Provides an update on the 2018 Fourth of July Celebrate Safe Campaign and efforts to address illegal fireworks within the City.

#### RECOMMENDATION

It is recommended that the City Council accept the report and provide staff with recommendations and direction for addressing issues related to the use of illegal fireworks for next year's Fourth of July holiday.

Fire Chief Michael WILKINSON and Police Chief Christopher GOODWIN gave a slide show presentation updating the Celebrate Safe Illegal Fireworks Enforcement and Public Outreach Campaign.

City Manager Steve CARRIGAN spoke briefly on the Illegal Fireworks Enforcement and Public Outreach Campaign.

Council and staff discussed the hours and days of operation for firework booths, partnering with the County for illegal firework enforcement, and the impact on City resources. Council also suggested getting young people involved through the Youth Council or the high schools and a possible venue for a family firework show.

Clerk's Note: No formal action was taken on this item.

SUBJECT: Discussion on the Speed Zone Study and Request to Set a Public Hearing Regarding the Speed Zone Ordinance

#### **REPORT IN BRIEF**

Requests the City Council to set a public hearing for August 20, 2018, to consider amending Merced Municipal Code Section 10.16.010- Speed Limits to implement recommendations made in the speed zone study.

#### RECOMMENDATION

**City Council** - Adopt a motion setting a public hearing for Monday, August 20, 2018 at 7:00 PM to consider amending the Speed Zone Ordinance.

Deputy Public Works Director Steven SON gave a slide show presentation on the Speed Zone Study.

Council and Mr. SON discussed lowering the speed limit on various streets throughout the city and justifying speed limit changes.

Rick SANDFORD JR.- spoke on speed limits in residential areas.

K.2.

A motion was made by Council Member Pedrozo, seconded by Council Member Blake, to set the Public Hearing for the August 20th 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. BUSINESS

L.1.

#### SUBJECT: Continued Discussion on a Volunteer Recognition Program

#### **REPORT IN BRIEF**

This item is in response to Mayor Murphy's request to discuss a volunteer recognition program pursuant to City Council Administrative Policies and Procedures C-1 with examples from other municipalities.

#### RECOMMENDATION

It is requested Council give staff further direction on this item.

Mayor MURPHY spoke on developing a volunteer recognition program.

Council discussed a selection committee, holding a reception, selecting recipients from council districts, number of recipients, and using other City volunteer recognition program models.

Council directed staff to develop a volunteer recognition program to include an April reception, a recipient from each district, and to use criteria similar to that of Elk Grove.

# L.2. SUBJECT: <u>Appointment - Recreation and Parks Commission</u>

#### **REPORT IN BRIEF**

Considers accepting nominations and appointing one individual to the Recreation and Parks Commission.

#### RECOMMENDATION

**City Council** - Adopt a motion accepting nominations and appointing one individual to serve on the Recreation and Parks Commission, with a term date of July 1, 2022.

Valente HUITRON, Recreation and Parks Commission Applicant, Merced - gave a brief introduction of himself and discussed his involvement in the community.

A motion was made by Council Member Pedrozo, seconded by Council Member Blake, to appoint Valente Huitron to the Recreation and Parks Commission. 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.3. Request to Add Item to Future Agenda

Council Member PEDROZO requested an update on the High Speed Rail project.

Council Member BELLUOMINI requested a Local Agency Formation Commission (LAFCO) presentation on Agriculture Preservation for the September 4th meeting and a Recreation and Parks Resolution for the September 4th meeting.

Council Member BLAKE - requested to add an item on the VIPER Program, options for incentive programs for downtown infill, and a feasibility of a park or extension of Bob Hart Square.

Mayor MURPHY - requested to add a resolution to the August 20th meeting on water.

#### L.4. City Council Comments

Council Member PEDROZO reported on attending the Campus Parkway groundbreaking ceremony.

Council Member BELLUOMINI reported on attending the Campus Parkway groundbreaking ceremony. He encourged everyone to attend the National Night Out event and the Playhouse Gala event. He also reported on attending the Local Agency Formation Commission (LAFCO) meeting.

Mayor Pro Tempore MCLEOD reported on attending the Main Street Association meeting.

Council Member BLAKE reported on attending the Hotel/Motel dinner and the Main Street Association meeting.

Council Member SERRATTO reported on attending the Main Street Association Meeting, Campus Parkway groundbreaking ceremony and the Hotel/Motel dinner.

Council Member MARTINEZ reported on attending the Hotel/Motel dinner and Campus Parkway groundbreaking ceremony.

Mayor MURPHY reported on attending the swearing-in ceremony of new Police Officers, the Merced County Association of Governments meeting, the recognition for Binational Teachers, the Campus Parkway groundbreaking ceremony, and a meeting with two members of the State Water Resource Control Board. He encouraged the community to attend the Water Rally in Sacramento on August 20th.

Clerk's Note: Council adjourned to Closed Session at 8:50 PM.

### **M. ADJOURNMENT**

**Clerk's Note:** Council adjourned the Regular Meeting at 9:39 PM to Monday August 20, 2018 at 7:00 PM.

A motion was made by Council Member Blake, seconded by Council Member Serratto, to adjourn the Regular Meeting to Monday August 20, 2018 at 7:00 PM. 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

# Agenda Item I.6.

Meeting Date: 9/4/2018

*Report Prepared by:* Mark E. Hamilton, Housing Division Supervisor, Housing Division, Development Services Department

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

# **REPORT IN BRIEF**

Set a public hearing for Monday, September 17, 2018, to consider the Housing and Urban Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER).

# RECOMMENDATION

**City Council** - Adopt a motion setting a public hearing for Monday, September 17, 2018, to consider the Housing and Urban Development Consolidated Annual Performance and Evaluation Report (CAPER).

# 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 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 et seq., of the City of Merced and Pursuant to 24 CFR 91.520 [Performance Reports] et seq., the City will submit the CAPER to the Department of Housing and Urban Development (HUD).

# **CITY COUNCIL PRIORITIES**

As provided for in the 2017-18 Adopted Budget and approved in the 2017 U.S. Department of Housing and Urban Development Annual Action Plan.

# DISCUSSION

Staff is requesting Council to set a public hearing for September 17, 2018, to consider the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER describes activities and accomplishments identified in the 2017 HUD Annual Plan.

#### File #: 18-427

Additionally, the CAPER lists goals and funds allocated to each activity for the fiscal year. The City used a variety of funding sources with differing guidelines to achieve the community's housing goals.

The CAPER is generally viewed as a report card for how the City performed in executing its previous year's Action Plan and how the Action Plan followed the current 5-year (2015-2020) Consolidated Plan.

The following are major programs within the plan:

- Community Development Block Grant (CDBG) (Federal)
- HOME Investment Partnership Program (HOME) (Federal)
- Program Income (from various Federal and State Programs)

Significant resources are used to assist people by providing decent, safe, and affordable housing. Other efforts target community safety, youth programs, recreation, public facilities, economic development, and neighborhood revitalization.

A draft version of the CAPER will be available for public review beginning August 31, 2018. To allow additional exposure and opportunity for public comment, it will be posted within the Housing Division's section on the City's website. Public Hearing Notices were published in both the Merced Sun-Star and Merced County Times and on the City of Merced's website.

### History and Past Actions

Each year the City of Merced prepares an Annual Action Plan for submission to the U.S. Department of Housing and Urban Development (HUD). The framework for the Annual Action Plan finds its roots in the *City of Merced 2015-2020 Consolidated Plan*. The *Consolidated Plan* is a five-year planning document, outlining the City's strategy for pursuing federal, state, and local resources to meet housing and community development needs of low- and moderate-income residents.

The City Council approves the submission of the HUD Annual Action Plan after a public hearing. The HUD Annual Action Plan for FY 2017 was adopted by the Merced City Council in April 2017 and amended in August 2017.

# IMPACT ON CITY RESOURCES

No appropriation of general funds is needed.





# ADMINISTRATIVE REPORT

# Agenda Item I.7.

Meeting Date: 9/4/2018

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

# SUBJECT: 2018 Local Agency Biennial Notice

# **REPORT IN BRIEF**

Accept and file the 2018 Local Agency Biennial Notice to review the City's Conflict of Interest Code.

# RECOMMENDATION

**City Council** - Adopt a motion accepting and filing the 2018 Local Biennial Notice; and, directing staff to return the amended Conflict of Interest Code within 90 days of this date for final adoption by City Council.

# ALTERNATIVES

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

# AUTHORITY

The Political Reform Act of 1971 (as amended) and Title 2, Division 6, California Code of Regulations. City of Merced Charter, Section 200.

# DISCUSSION

The Political Reform Act requires government agencies to adopt and maintain a Conflict of Interest Code, which designates individual positions that make or participate in the making of government decisions that may foreseeably have a material effect on financial interests. Individuals in those designated positions are required to file a California Fair Political Practices Commission (FPPC) Form 700 - Statement of Economic Interests, disclosing financial interests they may have within the City of Merced.

The biennial review of the Conflict of Interest Code for the City Council is required under the California Political Reform Act. The Act further requires that code amendments be submitted to the City Council within 90 days of filing the Local Agency Biennial Notice. The purpose of the review is to determine whether the Code remains accurate or, alternatively, whether the Code should be amended.

# ATTACHMENTS

1. 2018 Local Agency Biennial Notice

# **2018 Local Agency Biennial Notice**

Name of Agency:	City of Merced		
	678 W. 18th Street, Merced C.		
	John Tresidder		209-388-7122
tresidderj@ Email:	cityofmerced.org	Alternate Email:	cityclerk@cityofmerced.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- O Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- O Other (describe) \_

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

#### Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2018**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

# PLEASE DO NOT RETURN THIS FORM TO THE FPPC.





# ADMINISTRATIVE REPORT

# Agenda Item I.8.

Meeting Date: 9/4/2018

Report Prepared by: Rosa M. Kindred-Winzer, Insurance Coordinator

# SUBJECT: 2019 Cafeteria Plan Renewal

# **REPORT IN BRIEF**

Consider approving the renewal of the 2019 Cafeteria Plan regarding employees' and retirees' health and welfare benefits.

# RECOMMENDATION

**City Council** - Adopt a motion approving the employees' health and welfare benefits cafeteria plan renewal for calendar year 2019 and authorizing the City Manager or Assistant City Manager to execute the necessary documents.

# ALTERNATIVES

- 1. Approve, as recommended by staff and Employee Benefits Committee; or,
- 2. Direct staff to develop other options; or,
- 3. Deny; or,
- 4. Take no action.

# AUTHORITY

Charter of the City of Merced, Article XI, Fiscal Administration. Memoranda of Understanding (MOU) with recognized labor bargaining units and Management Compensation Plan. "The plans shall be selected solely by the City following review of proposals by the Employee Benefits Committee, whose role is advisory to the City Council."

# **CITY COUNCIL PRIORITIES**

As provided for in the 2018-19 Adopted Budget.

# DISCUSSION

The City of Merced provides five (5) forms of core insurance coverage as benefits to City employees: medical, dental, vision, disability and life insurance. These are provided through an implemented IRS Section 125 Cafeteria Plan where employees can select from two (2) options in each coverage category. The insurance plans are selected solely by the City (City Council) upon review and recommendation of the proposal by the Employee Benefits Committee. The MOUs stated that the role of the Employee Benefits Committee is advisory to the City Council.

#### History and Past Actions

The Employee Benefits Committee (Committee) met with Alliant Insurance Services (broker of record) on July 31, 2018 to review group benefits. The informational meeting was held to bring the Committee up to date with benefit plan offerings and to review premium renewal for medical coverage as well as review annual premium summary for all lines of benefit coverage for plan year 2019.

The Committee was encouraged to speak with their respective units and respond with a recommendation. Both staff and the Employee Benefits Committee are recommending no plan design changes and acceptance of annual premium renewal for all lines of coverage for plan year 2019.

# **Description**

### **Major Medical Plan**

The major medical plan with Anthem has been provided through a self-funded pool with CSAC EIA Health effective October 1, 2005. The program provides members an alternative to group health insurance plans using the concept of pooling to reduce insurance premiums through consolidating the fixed costs over a larger population of members. In 2006, the EIA Health program began a new partnership with Self Insured Schools of California (SISC). This relationship and collaborative effort gives the EIA Health program more stability and has provided an opportunity for lower rates and premium savings.

The major medical plan received a 3.97% rate increase for plan year 2019. The increase in premium no longer includes requirements for reinsurance fees posed by the ACA to stabilize premium coverage in the individual market and lower the effects of adverse selection for insurers.

Compared to the 2018 annual premium, the 2019 renewal for health insurance is expected to be a premium increase of \$325,440. The annual premium for health insurance will be \$8,494,422.

# Retiree Group Medicare Advantage Plan

Effective January 1, 2016, the City moved Medicare eligible retirees to a group Medicare Advantage Plan sponsored by United HealthCare (UHC). Working closely with our broker of record (Alliant Insurance Service), the City found an alternative Medicare retiree medical and prescription benefit platform that delivers premium cost savings to both the City and the retiree while providing essentially the same benefits as provided to full-time employees. United HealthCare® has a group Medicare Advantage PPO plan underwritten by United HealthCare Insurance Company that delivers all the benefits of Original Medicare Parts A, B and D as well as additional benefits and features.

The major medical plan received a 1.97% rate decrease for plan year 2019.

Compared to the 2018 annual premium, the 2019 renewal for the retiree group Medicare Advantage Plan is expected to be a premium decrease of \$20,507. The annual premium for Medicare retiree health insurance will be \$1,021,370.

# Flexible Spending Account (FSA)

### File #: 18-398

The City's Flexible Spending Account (FSA) has been offered to employees as of January 1, 2009. The third party administrator for the benefit is Benefit Coordinators Corporation (BCC). The FSA is a benefit that allows individuals to contribute pre-tax dollars from their paycheck to a spending account that can be used for eligible expenses as outlined in Section 125 of the Internal Revenue Service (IRS) regulations. Although the IRS maximum contribution is \$2,600 for out-of-pocket medical expenses and \$5,000 for dependent care expenses, the City's maximum contribution is \$2,500 for out-of-pocket medical expenses and \$5,000 for dependent care expenses.

An enhancement to the benefit was added at the start of plan year 2015 with debit cards issued by the FSA administrator. The debit cards allows participating individuals to pay for eligible FSA expenses at the point of service; therefore, avoiding the submission of claim form(s) or waiting for reimbursement. FSA debit cards may be used at any eligible location wherever MasterCard is accepted.

The FSA debit cards are good for a three (3)-year period. Participants are encouraged to retain their card after exhausting all available funds for reuse next program year after re-enrolling during the open enrollment period. FSA debit cards are valid for future plan years until the expiration date printed on the front of the card is reached. There is no additional cost to the City, or employees, for the benefit enhancement.

# **Dental Plan**

The dental plan with Delta Dental of California is provided through a self-funded dental program with CSAC EIA effective January 1, 2011. The program covers approximately 116 public agencies with more than an approximate total of 31,000 employees. The current core dental plan provides for benefits at 100% up to a maximum per patient amount of \$1,000 per plan year. The dental plan received a 2.4% rate increase for plan year 2019. The rate increase is based on a review of the City of Merced's group dental experience and projected changes in dental trend. There is not an expected plan design change for plan year 2019. The annual premium for dental insurance will be \$593,065.

# Vision Plan

The vision benefit is provided through Vision Service Plan (VSP) effective July 1, 1998 and is a fully insured plan. The vision plan renewal has a two-year rate guarantee through December 31, 2019. The vision plan received a rate pass; therefore, there is no increase/decrease in premium. There is not an expected plan design change for plan year 2019. The annual premium for vision insurance will be \$78,462.

# **Disability Plan**

The group disability plan is provided by VOYA (formally ING) through CSAC EIA effective March 1, 2011. The disability plan renewal has a three-year rate guarantee through December 31, 2020. The disability plan received a 2% rate increase for plan year 2019. The disability plan rate is based on the overall annual salary rate for employees. The increase is due to increased salaries as well as an increase in positions. There is not an expected plan design change for plan year 2019. The annual premium for group disability insurance is \$70,508.

# Life Insurance

#### File #: 18-398

The group life insurance plan is provided by VOYA (formally ING) through CSAC EIA effective March 1, 2011. The life insurance plan renewal has a three-year rate guarantee through December 31, 2020. The life insurance plan received a 0.7% rate increase for plan year 2019. The life insurance plan rate is based on the overall annual salary rate for employees. The increase is due to increased salaries as well as an increase in positions. There is not an expected plan design change for plan year 2019. The annual premium for group life insurance is \$27,570.84.

# IMPACT ON CITY RESOURCES

The 2019 Cafeteria Plan estimated benefit increases were anticipated as part of the FY 2018/19 Budget. No appropriation of funds is needed.





# ADMINISTRATIVE REPORT

### Agenda Item I.9.

Meeting Date: 9/4/2018

Report Prepared by: Lance Eber, Crime Analyst, Police Department

**SUBJECT:** <u>2018 California Office of Traffic Safety Selective Traffic Enforcement Program (STEP)</u> <u>Grant</u>

# **REPORT IN BRIEF**

Consider the acceptance of grant funding in the amount of \$100,000 from the California Office of Traffic Safety STEP Grant to reimburse the City for traffic enforcement operations conducted on overtime.

# RECOMMENDATION

**City Council** - Adopt a motion:

A. Accepting the grant award and increasing the revenue budget in account 035-1016-324.01-02 by \$100,000; and,

- B. Appropriating the same to Fund 035-Police Office of Traffic Safety Grant Fund; and,
- C. Approving the use of pooled cash until reimbursement from the grant is received; and,
- D. Authorizing the City Manager to execute the necessary documents.

# ALTERNATIVES

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

# AUTHORITY

Charter of the City of Merced, Section 200.

# CITY COUNCIL PRIORITIES

As provided for in the 2018-19 Adopted Budget

# DISCUSSION

#### **Background**

The Merced Police Department (MPD) first received this same grant funding beginning in October

# File #: 18-400

2007. This upcoming grant funding/award will be our tenth year that the California Office of Traffic Safety (OTS) has offered us grant funding to operate their traffic/DUI enforcement grants.

# **Description**

The MPD submitted a grant application for grant funding from the OTS. OTS is offering the grant funding to the MPD.

The grant requested funding under OTS's Selective Traffic Enforcement Program (STEP) Grant. The grant's mission is to reduce the number of persons killed and injured in alcohol involved crashes and other primary collision factors. The funded strategies include conducting DUI checkpoints and DUI patrols. The program will also conduct stakeout operations for officers to concentrate on repeat DUI offenders on probation who have had their license suspended or revoked. Court sting operations will focus on DUI offenders with suspended or revoked license who get behind the wheel after leaving court. Warrant service operations target repeat DUI violators who failed to appear in court or violated their probation. Other operations include targeted patrols for speeding, distracted driving, motorcycle enforcement, seat belt violations, and other traffic laws. These operations are designed to earn media attention with press releases thus enhancing the overall deterrent effect for drinking and driving and obeying traffic laws.

There is money set aside to conduct assemblies at the middle schools.

There is money set aside to purchase bike helmets for children.

There is money set aside to purchase supplies to conduct DUI checkpoints.

The application included our request to fund the program accordingly:

Personnel & Benefits	=	\$82,504
Travel (in state only)	=	\$7,091
Contractual Services	=	\$4,500
Equipment	=	\$-0-
Other Direct Costs	=	\$5,905
TOTAL REQUEST	=	\$100,000
Match Amount	=	\$-0-

This grant does not require a match of any type (in-kind or cash). It is a 100% reimbursement grant. Funds are first expended by the MPD and then requests for reimbursement are submitted on a quarterly basis. The grant program period will be October 1, 2018 through September 30, 2019.

# IMPACT ON CITY RESOURCES

Staff is requesting that Council accept the grant award and increase the revenue budget in account 035-1016-324.01-02 by \$100,000; and, appropriate the same to Fund 035; and, allow the use of pooled cash until reimbursement from the grant is received. Without grant funding, the operations described in this grant would not get accomplished.

# ATTACHMENTS

1. OTS STEP Grant Agreement/Award

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1. GRANT TITLE Selective Troffic Enforcement Program (STEP)			
Selective Traffic Enforcement Program (STEP) 2. NAME OF AGENCY	3. Grant Period		
Merced Police Department	5. Grant renou		
4. AGENCY UNIT TO ADMINISTER GRANT	From: 10/01/2018		
Merced Police Department	To: 09/30/2019		
5. GRANT DESCRIPTION			
Best practice strategies will be conducted to reduce the num	ber of persons killed and injured in crashes involving		
alcohol and other primary collision factors. The funded stra			
enforcement operations focusing on primary collision factor			
special enforcement operations encouraging motorcycle saf			
number of bicycle and pedestrian collisions, and educational	I programs. These strategies are designed to earn media		
<ul><li>attention thus enhancing the overall deterrent effect.</li><li>6. Federal Funds Allocated Under This Agreement Sha</li></ul>	II Not Exceed: \$100,000,00		
<b>9</b>	Ill Not Exceed:         \$100,000.00           vith the terms and conditions of the following which are by this		
reference made a part of the Agreement:	in the terms and conditions of the following which are by this		
• Schedule A – Problem Statement, Goals and Objectives	and Method of Procedure		
• Schedule B – Detailed Budget Estimate and Sub-Budget			
Schedule B-1 – Budget Narrative and Sub-Budget Narrat	ive (if applicable)		
• Exhibit A – Certifications and Assurances			
• Exhibit B* – OTS Grant Program Manual			
*Items shown with an asterisk (*), are hereby incorporated by refe			
These documents can be viewed at the OTS home web page			
We, the officials named below, hereby swear under penalty of p authorized to legally bind the Grant recipient to the above descr			
IN WITNESS WHEREOF, this Agreement has been executed by			
8. Approval Signatures	•		
A. GRANT DIRECTOR	B. AUTHORIZING OFFICIAL OF AGENCY		
NAME:         Lance Eber         PHONE:         (209)         385-4701           TITLE:         Crime Analyst         FAX:         (209)         388-7862	NAME: Steven S. Carrigan PHONE: (209) 385-6834 TITLE: City Manager FAX: (209) 723-1780		
TITLE:         Crime Analyst         FAX:         (209) 388-7862           ADDRESS:         611 W 22nd St.         FAX:         (209) 388-7862	TITLE: City Manager FAX: (209) 723-1780 ADDRESS: 611 W 22nd Street		
Merced, CA 95340	Merced, CA 95340		
EMAIL. eberl@cityoffnerced.org	EMAIL: carrigans@cityofmerced.org		
Laweller 8/2/2018			
(Signature) (Date)	(Signature) (Date)		
C. FISCAL OR ACCOUNTING OFFICAL	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY		
NAME:Venus RodriguezPHONE:(209)385-8547TITLE:Interim Finance OfficerFAX:(209)385-6940	NAME:         Rhonda L. Craft         PHONE:         (916) 509-3030           TITLE:         Director         FAX:         (916) 509-3055		
ADDRESS: 611 W 22nd Street	ADDRESS: 2208 Kausen Drive, Suite 300		
Merced, CA 95340	Elk Grove, CA 95758		
EMAIL: rodriguezv@cityofmerced.org EMAIL: rhonda.craft@ots.ca.gov			
line 8/16/18			
(Signature) (Date)	(Signature) (Date)		
E. ACCOUNTING OFFICE OF OFFICE OF TRAFFIC SAFETY	9. DUNS INFORMATION		
NAME: Carolyn Vu	DUNS #: 169211554		
ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	REGISTERED ADDRESS: 678 W 18th St		
Lik 0.000, CA 73730	CITY:Merced ZIP+4:95340-4708		

10. PROJECT	10. PROJECTED EXPENDITURES					
FUND	CFDA	ITEM/APPROPRIATIO	DN F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164-AL-19	20.608	0521-0890-101	2018	2018	29/18	\$65,000.00
402PT-19	20.600	0521-0890-101	2018	2018	29/18	\$35,000.00
			AGREEMENT TOTAL	Г	\$100,000.00	
			AMOUNT EN \$100,000		Y THIS DOCUMENT	
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.			PRIOR AMOU AGREEMENT \$ 0.00		ERED FOR THIS	
OTS ACCOUNT	TING OFFICE	<b>X'S SIGNATURE</b>	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
Ľ			SIGILD	\$100,000	).00	

#### 1. PROBLEM STATEMENT

As evidenced below, Merced continues to have concerns and problems with collisions that have injuries and fatalities. In 2017, Merced had 3 fatalities. We only had 4 in 2016. Total number of people injured in collisions in Merced in 2017 was 637 which is an increase from 2016 when we had 533. During 2017, MPD issued 2,827 tickets for traffic moving violations and 151 traffic administrative citations. MPD had 334 DUI arrests in 2017. This is an increase from the 255 in 2016. Collisions involving pedestrians decreased from 58 to 52 from 2016 to 2017. Collisions decreased from 58 to 52 from 2016 to 2017. Nighttime collisions decreased from 174 to 173 from 2016 to 2017. Total calls for service for collisions decreased from 2,172 to 2,011. MPD is continuing to have issues with traffic violations, unsafe driving resulting in injuries and fatalities, and driving while under the influence of alcohol. MPD will use OTS grant funding to drastically reduce all of these traffic related issues. MPD will use OTS funding to impact the City of Merced, our jurisdiction for law enforcement activities.

#### 2. PERFORMANCE MEASURES

#### A. Goals:

- 1. Reduce the number of persons killed in traffic collisions.
- 2. Reduce the number of persons injured in traffic collisions.
- 3. Reduce the number of pedestrians killed in traffic collisions.
- 4. Reduce the number of pedestrians injured in traffic collisions.
- 5. Reduce the number of bicyclists killed in traffic collisions.
- 6. Reduce the number of bicyclists injured in traffic collisions.
- 7. Reduce the number of persons killed in alcohol-involved collisions.
- 8. Reduce the number of persons injured in alcohol-involved collisions.
- 9. Reduce the number of persons killed in drug-involved collisions.
- 10. Reduce the number of persons injured in drug-involved collisions.
- 11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
- 12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
- 13. Reduce the number of motorcyclists killed in traffic collisions.
- 14. Reduce the number of motorcyclists injured in traffic collisions.
- 15. Reduce hit & run fatal collisions.
- 16. Reduce hit & run injury collisions.
- 17. Reduce nighttime (2100 0259 hours) fatal collisions.
- 18. Reduce nighttime (2100 0259 hours) injury collisions.

10.	Treadee ingittaine (2100 - 026) nouis) injury comptons.	
В.	Objectives:	Target Number
1.	Issue a press release announcing the kick-off of the grant by November 15. The kick-off	1
	press releases and media advisories, alerts, and materials must be emailed to the OTS	
	Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for	
	approval 14 days prior to the issuance date of the release.	
2.	Participate and report data (as required) in the following campaigns, National Walk to	10
	School Day, NHTSA Winter & Summer Mobilization, National Bicycle Safety Month,	
	National Click it or Ticket Mobilization, National Teen Driver Safety Week, National	
	Distracted Driving Awareness Month, National Motorcycle Safety Month, National Child	
	Passenger Safety Week, and California's Pedestrian Safety Month.	
3.	Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and	12
	traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or	
	revoked license as a result of DUI convictions. Updated HOT sheets should be distributed	
	to patrol and traffic officers monthly.	
4.	Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing	1
	(SFST) (minimum 16 hours) POST-certified training.	
5.	Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving	1
	Enforcement (ARIDE) 16 hour POST-certified training.	
6.	Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	1
7.	Send law enforcement personnel to the DRE Recertification training.	1
8.		1
9.	Send law enforcement personnel to DRE Instructor training.	1

10. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during	ng 5
the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance t	
overall deterrent effect and promote high visibility, it is recommended the grantee issue	
advance press release and conduct social media activity for each checkpoint. For	
combination DUI/DL checkpoints, departments should issue press releases that mention	
DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should	
read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support	
independent DL checkpoints. Only on an exception basis and with OTS pre-approval w	
OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkp	oint
screeners should be DRE- or ARIDE-trained.	
11. Conduct DUI Saturation Patrol operation(s).	24
12. Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to app	
in court.	
13. Conduct Stakeout operation(s) that employ police officers to observe the "worst of the	2
worst" repeat DUI offender probationers with suspended or revoked driver licenses.	2
	10
14. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision	on 18
factor violations.	
15. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drive	rs 8
using hand held cell phones and texting.	
16. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or duri	ng 4
events with a high number of motorcycle incidents or collisions resulting from unsafe	
speed, DUI, following too closely, unsafe lane changes, improper turning, and other	
primary collision factor violations by motorcyclists and other drivers.	
17. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	2
18. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas	
during events with a high number of pedestrian and/or bicycle collisions resulting from	
violations made by pedestrians, bicyclists, and drivers.	
	6
19. Conduct Traffic Safety educational presentation(s) with an effort to reach community	6
members. Note: Presentation(s) may include topics such as distracted driving, DUI, spe	ed,
bicycle and pedestrian safety, seat belts and child passenger safety.	
3. METHOD OF PROCEDURE	
A. <u>Phase 1 – Program Preparation</u> (1 <sup>st</sup> Quarter of Grant Year)	
• The department will develop operational plans to implement the "best practice" stra	ategies outlined in the
objectives section.	
• All training needed to implement the program should be conducted this quarter.	
• An training needed to implement the program should be conducted this quarter.	
	marter.
• All grant related purchases needed to implement the program should be made this of	
<ul> <li>All grant related purchases needed to implement the program should be made this of</li> <li>In order to develop/maintain the "Hot Sheets," research will be conducted to identi</li> </ul>	fy the "worst of the
<ul> <li>All grant related purchases needed to implement the program should be made this of</li> <li>In order to develop/maintain the "Hot Sheets," research will be conducted to identi worst" repeat DUI offenders with a suspended or revoked license as a result of DU</li> </ul>	fy the "worst of the I convictions. The Hot
<ul> <li>All grant related purchases needed to implement the program should be made this of</li> <li>In order to develop/maintain the "Hot Sheets," research will be conducted to identi worst" repeat DUI offenders with a suspended or revoked license as a result of DU Sheets may include the driver's name, last known address, DOB, description, currently and the driver's name.</li> </ul>	fy the "worst of the I convictions. The Hot nt license status, and th
<ul> <li>All grant related purchases needed to implement the program should be made this of</li> <li>In order to develop/maintain the "Hot Sheets," research will be conducted to identi worst" repeat DUI offenders with a suspended or revoked license as a result of DU Sheets may include the driver's name, last known address, DOB, description, curre number of times suspended or revoked for DUI. Hot Sheets should be updated and</li> </ul>	fy the "worst of the I convictions. The Hot nt license status, and th
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• If an OTS-supplied, template-based press release is used, there is no need for pre-approval, 8/3/2018 3:40:45 PM <sup>174</sup> Page 4 of 15

however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.

- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at <u>pio@ots.ca.gov</u> and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at <u>pio@ots.ca.gov</u> and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

# C. <u>Phase 3 – Data Collection & Reporting</u> (Throughout Grant Year)

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.

# 4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

# 5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Fund Number	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164 AL-19	20.608	Minimum Penalties for Repeat Offenders for Driving While	\$65,000.00
402PT-19	20.600	Intoxicated State and Community Highway Safety	\$35,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
Positions and Salaries		
<u>Full-Time</u>		<b>t</b> 0.00
		\$0.00
Overtime DUI/DL Checkpoints	20.608	\$22,000,00
DUI Saturation Patrols	20.608	\$32,000.00 \$15,360.00
Warrant Service Operations	20.608	\$13,300.00
Stakeouts	20.608	\$4,000.00
Traffic Enforcement	20.600	\$11,520.00
Distracted Driving	20.600	\$3,840.00
Motorcycle Safety	20.600	\$2,560.00
Night-time Click It Or Ticket	20.600	\$960.00
Pedestrian and Bicycle Enforcement	20.600	\$2,400.00
PT Benefits @ 7.65%	20.600	\$1,629.00
AL Benefits @ 7.65%	20.608	\$4,235.00
Part-Time	20.000	¢ 1,255.00
<u>rur</u> mine		\$0.00
Category Sub-Total		\$82,504.00
B. TRAVEL EXPENSES	I	
In State travel	20.600	\$7,091.00
		\$0.00
Category Sub-Total		\$7,091.00
C. CONTRACTUAL SERVICES		
Multi-Media Presentations	20.600	\$4,500.00
Category Sub-Total		\$4,500.00
D. EQUIPMENT		
		\$0.00
Category Sub-Total		\$0.00
E. OTHER DIRECT COSTS		
Bicycle Helmets	20.600	\$500.00
DUI Checkpoint Supplies	20.608	\$5,405.00
Category Sub-Total		\$5,905.00
F. INDIRECT COSTS		
		\$0.00
Category Sub-Total		\$0.00

BUDGET NARRATIVE	
<b>PERSONNEL COSTS</b> DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	QUANTITY 5
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	24
Warrant Service Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Stakeouts - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	18
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	8
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	5
PT Benefits @ 7.65% - 7.65% Benefits Breakdown 1.45% Medicare 6.20 Social Security	1
AL Benefits @ 7.65% - 7.65% Benefits Breakdown 1.45% Medicare 6.20 Social Security	1
<b>TRAVEL EXPENSES</b> In State travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Governor's Highway Safety Association (GHSA) and International Association of Chiefs of Police DRE Conference in Anaheim. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
<b>CONTRACTUAL SERVICES</b> Multi-Media Presentations - Multi-Media Presentations - to provide high-impact traffic safety presentations to convey the message about the consequences of drinking and driving, distracted driving and making the right choices when behind the wheel.	6
and making the right choices when behind the wheel. EQUIPMENT	

OTHER DIRECT COSTS	
Bicycle Helmets - Bicycle Helmets - helmets to be distributed during bicycle rodeos and other bicycle	50
safety related events.	50
	1
DUI Checkpoint Supplies - DUI Checkpoint Supplies - on-scene supplies needed to conduct sobriety	1
checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant	
high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators,	
lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan,	
anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of	
food and beverages will not be reimbursed.	
INDIRECT COSTS	
-	
STATEMENTS/DISCLAIMERS	
Program Income default statement:	
There will be no program income generated from this grant.	
Enforcement Grent Quote Disclaimer:	
Enforcement Grant Quota Disclaimer:	
Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law	
enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives	
here under.	

#### CERTIFICATIONS AND ASSURANCES HIGHWAY SAFETY GRANTS (23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

### Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to

civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

#### NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all
  applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts,
  documents, information, facilities, and staff, and to cooperate and comply with any program or compliance
  reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination
  Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal nondiscrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding

recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

## POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **CERTIFICATION REGARDING FEDERAL LOBBYING**

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING**

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

#### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

# Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

## Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension or debarment.

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or

that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

## PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### LAW ENFORCEMENT AGENCIES

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."





## ADMINISTRATIVE REPORT

Agenda Item I.10.

Meeting Date: 9/4/2018

Report Prepared by: Renie Fagundes, Accountant III, Finance

## SUBJECT: Second Amendment to the Contract with Data Ticket, Inc.

## **REPORT IN BRIEF**

Second Amendment to the Agreement for Professional Services with Data Ticket, Inc. for the addition of AB503, processing of Indigent Payment Plans.

## RECOMMENDATION

**City Council** - Adopt a motion approving the second amendment to the agreement for professional services with Data Ticket, Inc., for the addition of AB503, processing of Indigent Payment Plans and authorizing the City Manager or Assistant City Manager to execute the necessary documents.

## ALTERNATIVES

- 1. Approve, as recommended; or
- 2. Refer matter back to staff for changes; or
- 3. Deny

## AUTHORITY

Chapter 3.04, Purchasing System, sets forth procedures for contracting for professional services.

## DISCUSSION

Since July 2006, the City has contracted with Data Ticket for web based software and processing of parking citations. The services include processing of payments, appeals scheduling and Franchise Tax Board (FTB) tax lien participation, obtaining social security numbers, sending notices to customers, filing adjustments on the Data Ticket database and FTB database and managing the monthly reports. Citizens have access to Data Ticket (Citation Processing Center) 24 hours a day, seven days a week. The website allows them to view, appeal and pay their citations.

Assembly Bill 503 and Assembly Bill 2544 passed and became effective July 1, 2018, which requires Public Agencies to have a payment plan option available for indigent persons. The City worked with Data Ticket and developed a request for indigent payment plan, terms and conditions. Data Ticket has also modified their software to accommodate indigent payment plan requests.

The City and Data Ticket have created a process in which Data Ticket will scan the requests into their software system, the City will review the requests for completeness and approve or deny the request

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based on the documents provided, and lastly Data Ticket will send the approval/denial letter. The fee for Data Ticket to complete this process is \$2.00 for each request and \$0.85 per letter. The inclusion of this process and fees requires a Second Amendment to the contract.

## **IMPACT ON CITY RESOURCES**

Funds have been approved for the Fiscal Year 18-19 budget, it is not anticipated that additional funds will be needed.

## ATTACHMENTS

- 1. AB503
- 2. AB2544
- 3. Data Ticket, Inc. contract with 1<sup>st</sup> Amendment
- 4. Amendment #2



#### Assembly Bill No. 503

#### CHAPTER 741

An act to amend Sections 4760, 21107.8, 40215, and 40220 of, and to repeal Section 12808.1 of, the Vehicle Code, relating to vehicles.

[Approved by Governor October 13, 2017. Filed with Secretary of State October 13, 2017.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 503, Lackey. Vehicles: parking violations: registration or driver's license renewal.

(1) Existing law, with specified exceptions, requires an agency that processes notices of parking violations and notices of delinquent parking violations to proceed under only one of 3 specified options in order to collect an unpaid parking penalty, including filing an itemization of unpaid parking penalties and service fees with the Department of Motor Vehicles for collection with the registration of the vehicle.

This bill would instead authorize a processing agency to proceed under one of those 3 specified options. With regard to the option involving an itemization of penalties and fees, the bill would authorize a processing agency, commencing July 1, 2018, to file that itemization only after the issuing agency provides a payment plan option for indigent persons, as specified, the processing agency provides notice of the payment plan and the process related to indigency determination in a specified manner, and the registered owner or lessee fails to enroll in the payment plan within the time specified in the notice or is not eligible for the payment plan, as specified. The bill would authorize a person to demonstrate that he or she is indigent by providing specified information relating to, among other things, his or her income or receipt of benefits under certain social services programs. The bill would require the processing agency to rescind the filing of an itemization of unpaid parking penalties and service fees with the department for an indigent individual, for one time only, if the registered owner or lessee subsequently enrolls in a payment plan, as specified. The bill would make conforming changes to related provisions.

This bill would require each California State University and community college district governing board, by August 1, 2018, to adopt a parking citation payment plan, with specified requirements, for individuals with multiple unpaid parking citations. The bill would require a California State University or community college district governing board that does not adopt a parking citation payment plan by the required date to implement specified payment plan provisions as described in the bill.

(2) Existing law, with specified exceptions, requires the department to refuse to renew the registration of a vehicle if the registered owner or lessee

has been mailed a notice of a delinquent parking violation relating to standing or parking, the processing agency has filed or electronically transmitted to the department an itemization of unpaid parking penalties, and the owner or lessee has not paid the parking penalties, unless he or she pays to the department, at the time of application for renewal, the full amount of all outstanding parking penalties and administrative fees, as shown by records of the department.

This bill would add an exception to the requirement to refuse to renew the registration if the itemization of unpaid parking penalties has been rescinded. The bill would also require the department to allow a registered owner or lessee to file a certification that the vehicle will not be operated, moved, or left standing upon a highway if the registered owner or lessee currently owes parking penalties and administrative fees for that vehicle, regardless of whether or not that registered owner or lessee is currently on an active payment plan, as specified.

(3) Existing law requires the Department of Motor Vehicles to refuse to issue or renew a driver's license if the applicant has been mailed a notice of his or her delinquent parking violation relating to standing or parking, the processing agency has filed or electronically transmitted to the department an itemization of unpaid parking penalties, including administrative fees, and the applicant has not paid the parking penalty and administrative fee, unless the applicant pays to the department, at the time of application, the full amount of all outstanding parking penalties and administrative fees, as shown by records of the department.

This bill would repeal that provision and make a conforming change.

## The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) It is sound public policy to remove barriers that prevent Californians from registering their vehicles.

(b) Adding the cost of parking violations to the total cost of registering a motor vehicle can prevent indigent Californians from being able to afford their registration fees. Furthermore, failure to register a vehicle reduces revenue for the state and local governments.

(c) Currently, drivers who are unable to pay their parking tickets have no guaranteed right to set up a payment plan or have their tickets and penalties reduced if they are considered indigent.

(d) Drivers who are unable to pay their parking tickets and who then lapse behind on their registration fees are subjected to increased fines and fees that are difficult to recover from.

(e) These same drivers are barred from filing an affidavit of nonuse in order to prevent the increase in registration fines and fees and are subject to penalties exceeding 100 percent of the original registration fee.

SEC. 2. Section 4760 of the Vehicle Code is amended to read:

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4760. (a) (1) Except as provided in subdivision (b) or (d), the department shall refuse to renew the registration of a vehicle if the registered owner or lessee has been mailed a notice of delinquent parking violation relating to standing or parking, the processing agency has filed or electronically transmitted to the department an itemization of unpaid parking penalties, including administrative fees pursuant to Section 40220, and the owner or lessee has not paid the parking penalty and administrative fee pursuant to Section 40211, unless he or she pays to the department, at the time of application for renewal, the full amount of all outstanding parking penalties and administrative fees, as shown by records of the department, or the itemization of unpaid parking penalties has been rescinded pursuant to Section 40220.

(2) When the department receives the full amount of all outstanding parking penalties and administrative fees pursuant to paragraph (1), it shall issue a receipt showing each parking penalty and administrative fee that has been paid, the processing agency for that penalty and fee, and a description of the vehicle involved in the parking violations. The receipt shall also state that, to reduce the possibility of impoundment under Section 22651 or immobilization under Section 22651.7 of the vehicle involved in the parking violation, the registered owner or lessee may transmit to that processing agency a copy or other evidence of the receipt.

(b) The department shall not refuse to renew the registration of a vehicle owned by a renter or lessor if the applicant provides the department with the abstract or notice of disposition of parking violation issued pursuant to subdivision (c) for clearing all outstanding parking penalties and administrative fees as shown by the records of the department.

(c) The court or designated processing agency shall issue an abstract or notice of disposition of parking violation to the renter or lessor of a vehicle issued a notice of delinquent parking violation relating to standing or parking if the renter or lessor provides the court or processing agency with the name, address, and driver's license number of the rentee or lessee at the time of occurrence of the parking violation.

(d) The department shall not refuse to renew the registration of a vehicle if the citation was issued prior to the registered owner taking possession of the vehicle.

(e) The department shall allow a registered owner or lessee to file a certification that the vehicle will not be operated, moved, or left standing upon a highway pursuant to Section 4604, if the registered owner or lessee currently owes parking penalties and administrative fees for that vehicle, regardless of whether or not that registered owner or lessee is currently on an active payment plan pursuant to Section 40220.

SEC. 3. Section 12808.1 of the Vehicle Code is repealed.

SEC. 4. Section 21107.8 of the Vehicle Code is amended to read:

21107.8. (a) (1) A city, county, or city and county may, by ordinance or resolution, find and declare that there are privately owned and maintained offstreet parking facilities as described in the ordinance or resolution within the city, county, or city and county that are generally held open for use of

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the public for purposes of vehicular parking. Upon enactment by a city, county, or city and county of the ordinance or resolution, Sections 22350, 23103, and 23109 and the provisions of Division 16.5 (commencing with Section 38000) shall apply to privately owned and maintained offstreet parking facilities, except as provided in subdivision (b).

(2) (A) If a city, county, or city and county enacts an ordinance or resolution authorized by paragraph (1), the city, county, or city and county may include in that ordinance or resolution authorization for the operator of a privately owned and maintained offstreet parking facility to regulate unauthorized parking in that facility.

(B) (i) If a city, county, or city and county has exercised its authority pursuant to subparagraph (A) and unauthorized parking is regulated in a privately owned and maintained offstreet parking facility, the owner or operator of that facility shall include in a parking fee invoice instructions that describe the manner in which to contest the parking fee invoice.

(ii) If a city, county, or city and county has exercised its authority pursuant to subparagraph (A) and unauthorized parking is regulated in a privately owned and maintained offstreet parking facility, the owner or operator of that facility shall not file with, or transmit to, the Department of Motor Vehicles a parking fee invoice for the purpose of having the Department of Motor Vehicles attempt to collect unpaid parking fees by refusing to renew the registration of a vehicle pursuant to Section 4760.

(b) (1) Notwithstanding subdivision (a), an ordinance or resolution enacted pursuant to that subdivision does not apply to an offstreet parking facility unless the owner or operator has caused to be posted in a conspicuous place at each entrance to that offstreet parking facility a notice not less than 17 by 22 inches in size with lettering not less than one inch in height, to the effect that the offstreet parking facility is subject to public moving vehicle laws and violators may be subject to a parking invoice fee.

(2) If applicable, a parking receipt distributed to drivers shall include language explicitly stating that violators may be subject to a parking invoice fee.

(c) An ordinance or resolution shall not be enacted pursuant to subdivision (a) without a public hearing on the matter and 10 days prior written notice to the owner and operator of the privately owned and maintained offstreet parking facility involved.

(d) Section 22507.8 may be enforced without enactment of an ordinance or resolution as required pursuant to subdivision (a) or the posting of a notice at each entrance to the offstreet parking facility as required by paragraph (1) of subdivision (b).

(e) The department shall not be required to provide patrol or to enforce any provision of this code in a privately owned and maintained offstreet parking facility subject to this section except those provisions applicable to private property actions not described in this section.

(f) A city, county, or city and county that authorizes private parking regulation pursuant to this section shall, in its ordinance or resolution, include provisions that include all of the following:

(1) Procedures for dispute resolution in accordance with Section 40215, including all of the following:

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(A) A written and publicly available dispute resolution policy that includes specified time periods for notifications, review, and appeal.

(B) An administrative hearing process that includes all of the following:

(i) Options for a hearing in person or by mail.

(ii) Administrative review.

(iii) A hearing by a third-party examiner who has been adequately trained and who provides an independent, objective, fair, and impartial review.

(iv) Personal delivery or delivery by first-class mail of the examiner's decision.

(v) Authority for the examiner to allow payment of the parking invoice fee in installments for persons showing evidence of inability to pay the parking invoice fee in full.

(2) A prohibition against incentives based on the number of invoices issued or the number or percentage of disputed invoices adjudicated that uphold parking invoice fees.

(3) A cap on a parking invoice fee that is commensurate with the most nearly equivalent municipal parking fine.

(4) Measures to prevent a private parking regulator from representing itself as a government enforcement agency, including a prohibition against the use of terminology in ordinances, resolutions, and parking fee invoices that is restricted to governmental law enforcement and a requirement that a conspicuous statement be included on parking fee invoices to the effect that "This parking invoice fee notice is not issued by the [local government]."

SEC. 5. Section 40215 of the Vehicle Code is amended to read:

40215. (a) For a period of 21 calendar days from the issuance of a notice of parking violation or 14 calendar days from the mailing of a notice of delinquent parking violation, exclusive of any days from the day the processing agency receives a request for a copy or facsimile of the original notice of parking violation pursuant to Section 40206.5 and the day the processing agency complies with the request, a person may request an initial review of the notice by the issuing agency. The request may be made by telephone, in writing, or in person. There shall not be a charge for this review. If, following the initial review, the issuing agency is satisfied that the violation did not occur, that the registered owner was not responsible for the violation, or that extenuating circumstances make dismissal of the citation appropriate in the interest of justice, the issuing agency shall cancel the notice of parking violation or notice of delinquent parking violation. The issuing agency shall advise the processing agency, if any, of the cancellation. The issuing agency or the processing agency shall mail the results of the initial review to the person contesting the notice, and, if following that review, cancellation of the notice does not occur, include a reason for that denial, notification of the ability to request an administrative hearing, and notice of the procedure adopted pursuant to subdivision (b) for waiving prepayment of the parking penalty based upon an inability to pay.

(b) If the person is dissatisfied with the results of the initial review, the person may request an administrative hearing of the violation no later than 21 calendar days following the mailing of the results of the issuing agency's initial review. The request may be made by telephone, in writing, or in person. The person requesting an administrative hearing shall deposit the amount of the parking penalty with the processing agency. The issuing agency shall adopt a written procedure to allow a person who is indigent, as defined in Section 40220, to request an administrative hearing without payment of the parking penalty upon satisfactory proof of an inability to pay the amount due. An administrative hearing shall be held within 90 calendar days following the receipt of a request for an administrative hearing, excluding time tolled pursuant to this article. The person requesting the hearing may request one continuance, not to exceed 21 calendar days.

(c) The administrative hearing process shall include all of the following: (1) The person requesting a hearing shall have the choice of a hearing by mail or in person. An in-person hearing shall be conducted within the jurisdiction of the issuing agency. If an issuing agency contracts with an administrative provider, hearings shall be held within the jurisdiction of the issuing agency or within the county of the issuing agency.

(2) If the person requesting a hearing is a minor, that person shall be permitted to appear at a hearing or admit responsibility for the parking violation without the necessity of the appointment of a guardian. The processing agency may proceed against the minor in the same manner as against an adult.

(3) The administrative hearing shall be conducted in accordance with written procedures established by the issuing agency and approved by the governing body or chief executive officer of the issuing agency. The hearing shall provide an independent, objective, fair, and impartial review of contested parking violations.

(4) (A) The issuing agency's governing body or chief executive officer shall appoint or contract with qualified examiners or administrative hearing providers that employ qualified examiners to conduct the administrative hearings. Examiners shall demonstrate those qualifications, training, and objectivity necessary to conduct a fair and impartial review. An examiner shall not be employed, managed, or controlled by a person whose primary duties are parking enforcement or parking citation, processing, collection, or issuance. The examiner shall be separate and independent from the citation, collection, or processing function. An examiner's continued employment, performance evaluation, compensation, and benefits shall not, directly or indirectly, be linked to the amount of fines collected by the examiner.

(B) (i) Examiners shall have a minimum of 20 hours of training. The examiner is responsible for the costs of the training. The issuing agency may reimburse the examiner for those costs.

(ii) Training may be provided through any of the following:

(I) An accredited college or university.

(II) A program conducted by the Commission on Peace Officer Standards and Training.

(III) American Arbitration Association or a similar established organization.

(IV) Through a program approved by the governing board of the issuing agency, including a program developed and provided by, or for, the issuing agency.

(iii) Training programs may include topics relevant to the administrative hearing, including, but not limited to, applicable laws and regulations, parking enforcement procedures, due process, evaluation of evidence, hearing procedures, and effective oral and written communication.

(iv) Upon the approval of the governing board of the issuing agency, up to 12 hours of relevant experience may be substituted for up to 12 hours of training. In addition, up to eight hours of the training requirements described in clause (i) may be credited to an individual, at the discretion of the governing board of the issuing agency, based upon training programs or courses described in clause (ii) that the individual attended within the last five years.

(5) The officer or person who issues a notice of parking violation shall not be required to participate in an administrative hearing. The issuing agency shall not be required to produce any evidence other than the notice of parking violation or copy of the notice and information received from the Department of Motor Vehicles identifying the registered owner of the vehicle. The documentation in proper form shall be prima facie evidence of the violation.

(6) The examiner's decision following the administrative hearing may be personally delivered to the person by the examiner or sent by first-class mail, and, if the notice is not cancelled, include a written reason for that denial.

(7) The examiner or the issuing agency may, at any stage of the initial review or the administrative hearing process, and consistent with the written guidelines established by the issuing agency, allow payment of the parking penalty in installments, or the issuing agency may allow for deferred payment, if the person provides evidence satisfactory to the examiner or the issuing agency, as the case may be, of an inability to pay the parking penalty in full. If authorized by the governing board of the issuing agency, the examiner may permit the performance of community service in lieu of payment of a parking penalty.

(d) The provisions of this section relating to the administrative appeal process do not apply to an issuing agency that is a law enforcement agency if the issuing agency does not also act as the processing agency.

SEC. 6. Section 40220 of the Vehicle Code is amended to read:

40220. (a) Except as otherwise provided in Sections 40221 and 40222, the processing agency may proceed under one of the following options in order to collect an unpaid parking penalty:

(1) (A) File an itemization of unpaid parking penalties and service fees with the department for collection with the registration of the vehicle

pursuant to Section 4760. Beginning July 1, 2018, the processing agency shall not file an itemization pursuant to this subdivision unless all of the following conditions have been satisfied:

(i) The issuing agency provides a payment plan option for indigent persons that, at a minimum, does all of the following:

(I) Allows payment of unpaid parking fines and fees to be paid off in monthly installments of no more than twenty-five dollars (\$25) for total amounts due that are three hundred dollars (\$300) or less. However, unpaid parking fines and fees shall be paid off within 18 months. There shall be no prepayment penalty for paying off the balance prior to the payment period expiring.

(II) Waives all late fees and penalty assessments, exclusive of any state surcharges described in Sections 70372, 76000, and 76000.3 of the Government Code, if an indigent person enrolls in the payment plan. Waived late fees and penalty assessments may be reinstated if the person falls out of compliance with the payment plan.

(III) Limits the processing fee to participate in a payment plan to five dollars (\$5) or less for indigent individuals and twenty-five dollars (\$25) or less for all other individuals. The processing fee for an indigent individual may be added to the payment plan amount, at the discretion of the indigent owner.

(IV) Allows for application for indigency determination for a period of 60 calendar days from the issuance of a notice of parking violation, or 10 days after the administrative hearing determination, whichever is later.

(ii) The processing agency includes the information described in subclauses (I) and (II) in the notice of parking violation, and includes both in the notice of parking violation and on its public Internet Web site, a Web page link and telephone number to more information on the program. The linked Web page shall include all of the following information:

(I) The availability of an installment payment plan, and the timeframe in which to apply.

(II) The person's right to request an indigency determination and the timeframe in which he or she must apply.

(III) Clear language about how the person can request an indigency determination and what that determination will entail.

(IV) Documents needed by the processing agency to make an indigency determination.

(iii) The registered owner or lessee fails to enroll in the payment plan within the time specified in the notice or is not eligible for the payment plan because he or she is not indigent.

(B) The processing agency shall allow a registered owner or lessee who falls out of compliance with the payment plan a one-time extension of 45 calendar days from the date the plan becomes delinquent to resume payments before the processing agency files an itemization of unpaid parking penalties and service fees with the department pursuant to subparagraph (A).

(C) The processing agency shall rescind the filing of an itemization of unpaid parking penalties and service fees with the department for an indigent

individual, for one time only, if the registered owner or lessee enrolls in a payment plan and pays a late fee of no more than five dollars (\$5).

(D) (i) By August 1, 2018, each California State University and community college district governing board shall adopt a parking citation payment plan for individuals with multiple unpaid parking citations. A parking citation payment policy adopted under this subparagraph shall include, but not be limited to, all of the following requirements:

(I) Late fees shall be placed in abeyance while the payment plan is in place and the individual adheres to its terms, and shall be waived once the payment plan is completed.

(II) Once the payment plan is in place and the individual adheres to its terms, an itemization of unpaid parking penalties and service fees as described in subparagraph (A) shall not be filed with the department.

(III) Each California State University and community college district campus shall post the parking citation payment policy on its Internet Web site for students' awareness and access.

(ii) A California State University or community college district governing board that fails to implement a parking citation payment plan pursuant to clause (i) by August 1, 2018, shall implement the payment plan as provided in subparagraphs (A) to (C), inclusive, and subdivision (c).

(2) (A) If more than four hundred dollars (\$400) in unpaid penalties and fees have been accrued by any person or registered owner, proof thereof may be filed with the court with the same effect as a civil judgment. Execution may be levied and other measures may be taken for the collection of the judgment as are authorized for the collection of an unpaid civil judgment entered against a defendant in an action on a debtor. The court may assess costs against a judgment debtor to be paid upon satisfaction of the judgment. The processing agency shall send a notice by first-class mail to the person or registered owner indicating that a judgment shall be entered for the unpaid penalties, fees, and costs and that, after 21 calendar days from the date of the mailing of the notice, the judgment shall have the same effect as an entry of judgment against a judgment debtor. The person or registered owner shall also be notified at that time that execution may be levied against his or her assets, liens may be placed against his or her property, his or her wages may be garnished, and other steps may be taken to satisfy the judgment. If a judgment is rendered for the processing agency, that agency may contract with a collection agency to collect the amount of that judgment.

(B) Notwithstanding any other law, the processing agency shall pay the established first paper civil filing fee at the time an entry of civil judgment is requested.

(3) If the registration of the vehicle has not been renewed for 60 days beyond the renewal date, and the citation has not been collected by the department pursuant to Section 4760, file proof of unpaid penalties and fees with the court with the same effect as a civil judgment as provided in paragraph (2).

(b) This section does not apply to a registered owner of a vehicle if the citation was issued prior to the registered owner taking possession of the

vehicle, and the department has notified the processing agency pursuant to Section 4764.

(c) (1) For purposes of paragraph (1) of subdivision (a), a person is "indigent" if any of the following conditions is met:

(A) The person meets the income criteria set forth in subdivision (b) of Section 68632 of the Government Code.

(B) The person receives public benefits from any of the programs listed in subdivision (a) of Section 68632 of the Government Code.

(2) The person may demonstrate that he or she is indigent by providing either of the following information, as applicable:

(A) Proof of income from a pay stub or another form of proof of earnings, such as a bank statement, that shows that the individual meets the income criteria set forth in subdivision (b) of Section 68632 of the Government Code, subject to review and approval by the processing agency or its designee. The processing agency or its designee shall not unreasonably withhold its approval.

(B) Proof of receipt of benefits under the programs described in subparagraph (B) of paragraph (1), including, but not limited to, an electronic benefits transfer card or another card, subject to review and approval by the processing agency. The processing agency or its designee shall not unreasonably withhold its approval.

(3) If a defendant's indigent status is found to have been willfully fraudulent, his or her fines and fees reduction shall be overturned and the full amount of fines and fees shall be restored.

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## **ASSEMBLY BILL**

No. 2544

#### Introduced by Assembly Member Lackey (Coauthors: Assembly Members Baker and Eduardo Garcia) (Coauthors: Senators Wieckowski and Wiener)

February 15, 2018

An act to amend Section 40220 of the Vehicle Code, relating to vehicles.

#### LEGISLATIVE COUNSEL'S DIGEST

AB 2544, as introduced, Lackey. Parking violations.

Existing law authorizes an agency that processes unpaid parking violations to proceed under 3 specified options to collect the unpaid penalty. Under one option, a processing agency is authorized to file an itemization of the unpaid penalties with the Department of Motor Vehicles for collection with the registration of the vehicle. Existing law requires this option, starting on July 1, 2018, to include a process to provide a payment plan for indigent persons.

This bill would permit the processing agency the option to collect the unpaid penalties along with the vehicle registration through the department, but only after providing a payment plan to indigent persons, and would make that option applicable to all unpaid parking penalties, regardless of the date on which the ticket was issued.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 40220 of the Vehicle Code is amended 2 to read:

3 40220. (a) Except as otherwise provided in Sections 40221 4 and 40222, the processing agency may proceed under one of the 5 following options in order to collect an unpaid parking penalty:

(1) (A) File an itemization of unpaid parking penalties and service fees with the department for collection with the registration of the vehicle pursuant to Section 4760. Beginning July 1, 2018, the processing agency shall not file an itemization <del>pursuant to this subdivision</del> to collect any unpaid parking penalties, regardless of

*the date on which the ticket was issued,* unless all of the followingconditions have been satisfied:

(i) The issuing agency provides a payment plan option forindigent persons that, at a minimum, does all of the following:

15 (I) Allows payment of unpaid parking fines and fees to be paid 16 off in monthly installments of no more than twenty-five dollars

17 (\$25) for total amounts due that are three hundred dollars (\$300)

18 or less. However, unpaid parking fines and fees shall be paid off

within 18 months. There shall be no prepayment penalty for paying
off the balance prior to the payment period expiring.

20 off the balance prior to the payment period expiring. 21 (II) Waives all late fees and penalty assessments, exclusive of

any state surcharges described in Sections 70372, 76000, and 76000.3 of the Government Code, if an indigent person enrolls in

the payment plan. Waived late fees and penalty assessments may be reinstated if the person falls out of compliance with the payment

26 plan.

(III) Limits the processing fee to participate in a payment plan
to five dollars (\$5) or less for indigent-individuals *persons* and

29 twenty-five dollars (\$25) or less for all other individuals. *persons*.

30 The processing fee for an indigent individual person may be added

to the payment plan amount, at the discretion of the indigent owner.*person.* 

(IV) Allows for application for indigency determination for a
period of 60 calendar days from the issuance of a notice of parking
violation, or 10 days after the administrative hearing determination,
whichever is later.

(ii) The processing agency includes the information described
 in subclauses (I) and (II) in the notice of parking violation, and

1 includes both in the notice of parking violation and on its public

2 Internet Web site, a Web page link and telephone number to more

3 information on the program. The linked Web page shall include4 all of the following information:

5 (I) The availability of an installment payment plan, and the 6 timeframe in which to apply.

7 (II) The person's right to request an indigency determination 8 and the timeframe in which he or she must apply.

9 (III) Clear language about how the person can request an 10 indigency determination and what that determination will entail.

(IV) Documents needed by the processing agency to make anindigency determination.

(iii) The registered owner or lessee fails to enroll in the payment
plan within the time specified in the notice or is not eligible for
the payment plan because he or she is not indigent.

16 (B) The processing agency shall allow a registered owner or 17 lessee who falls out of compliance with the payment plan a 18 one-time extension of 45 calendar days from the date the plan 19 becomes delinquent to resume payments before the processing 20 agency files an itemization of unpaid parking penalties and service 21 fees with the department pursuant to subparagraph (A).

(C) The processing agency shall rescind the filing of an
itemization of unpaid parking penalties and service fees with the
department for an indigent-individual, *person*, for one time only,
if the registered owner or lessee enrolls in a payment plan and pays
a late fee of no more than five dollars (\$5).

27 (D) (i) By August 1, 2018, each California State University 28 and community college district governing board shall adopt a 29 parking citation payment plan for individuals *persons* with multiple 30 unpaid parking citations. A parking citation payment policy 31 adopted under this subparagraph shall include, but not be limited 32 to, all of the following requirements:

(I) Late fees shall be placed in abeyance while the payment plan
is in place and the *individual person* adheres to its terms, and shall
be waived once the payment plan is completed.

36 (II) Once the payment plan is completed.
36 (II) Once the payment plan is in place and the individual person
37 adheres to its terms, an itemization of unpaid parking penalties

38 and service fees as described in subparagraph (A) shall not be filed

39 with the department.

1 (III) Each California State University and community college 2 district campus shall post the parking citation payment policy on 2 its Internet Web site for students' supersonal access

3 its Internet Web site for students' awareness and access.

4 (ii) A California State University or community college district 5 governing board that fails to implement a parking citation payment 6 plan pursuant to clause (i) by August 1, 2018, shall implement the 7 payment plan as provided in subparagraphs (A) to (C), inclusive, 8 and subdivision (c).

9 (2) (A) If more than four hundred dollars (\$400) in unpaid penalties and fees have been accrued by any person or registered 10 owner, proof thereof may be filed with the court-with and shall 11 12 have the same effect as a civil judgment. Execution may be levied 13 and other measures may be taken for the collection of the judgment 14 as are authorized for the collection of an unpaid civil judgment 15 entered against a defendant in an action on a debtor. The court may assess costs against a judgment debtor to be paid upon 16 17 satisfaction of the judgment. The processing agency shall send a 18 notice by first-class mail to the person or registered owner 19 indicating that a judgment shall be entered for the unpaid penalties, fees, and costs and that, after 21 calendar days from the date of 20 21 the mailing of the notice, the judgment shall have the same effect 22 as an entry of judgment against a judgment debtor. The person or 23 registered owner shall also be notified at that time that execution may be levied against his or her assets, liens may be placed against 24 25 his or her property, his or her wages may be garnished, and other 26 steps may be taken to satisfy the judgment. If a judgment is 27 rendered for the processing agency, that agency may contract with 28 a collection agency to collect the amount of that judgment. 29 (B) Notwithstanding any other law, the processing agency shall

a) pay the established first paper civil filing fee at the time an entry
b) of civil judgment is requested.

(3) If the registration of the vehicle has not been renewed for
60 days beyond the renewal date, and the citation has not been
collected by the department pursuant to Section 4760, file proof
of unpaid penalties and fees with the court with the same effect as
a civil judgment as provided in paragraph (2).

(b) This section does not apply to a registered owner of a vehicleif the citation was issued prior to the registered owner takingpossession of the vehicle, and the department has notified the

40 processing agency pursuant to Section 4764.

1 (c) (1) For purposes of paragraph (1) of subdivision (a), a person 2 is "indigent" if any of the following conditions is met:

3 (A) The person meets the income criteria set forth in subdivision4 (b) of Section 68632 of the Government Code.

5 (B) The person receives public benefits from any of the 6 programs listed in subdivision (a) of Section 68632 of the 7 Government Code.

8 (2) The person may demonstrate that he or she is indigent by 9 providing either of the following information, as applicable:

10 (A) Proof of income from a pay stub or another form of proof 11 of earnings, such as a bank statement, that shows that the individual

*person* meets the income criteria set forth in subdivision (b) of

13 Section 68632 of the Government Code, subject to review and

14 approval by the processing agency or its designee. The processing

15 agency or its designee shall not unreasonably withhold its approval.

16 (B) Proof of receipt of benefits under the programs described

17 in subparagraph (B) of paragraph (1), including, but not limited

18 to, an electronic benefits transfer card or another card, subject to

19 review and approval by the processing agency. The processing

agency or its designee shall not unreasonably withhold its approval.(3) If a defendant's indigent status is found to have been

willfully fraudulent, his or her fines and fees reduction shall be

23 overturned and the full amount of fines and fees shall be restored.

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## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 14 day of 2013, 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 Data Ticket, Inc., a California Corporation, whose address of record is 4600 Campus Drive, Suite 200, Newport Beach, California 92660, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to process parking citations; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide processing 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 processing 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 Finance Officer 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. TERM OF AGREEMENT. The term of this Agreement shall be from July 1, 2013 through June 30, 2018

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 Seventy Thousand Dollars (\$70,000.00) per year.

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

<sup>205</sup> 3 (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

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

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

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

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

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

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

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

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

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

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

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

<sup>208</sup> 6 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

nkle City Manager

ATTEST: JOHN M. BRAMBLE, CITY CLERK

mmin ssistant/Deputy City Clerk

APPROVED AS TO FORM:

213526 PO#: 110025 ACCOUNT DATA:

Verified by Finance Officer. BY:

Funds available in Ey 1314. Ink 4/19/13

\$70,000.00 001-1007-522-17-00 N:\SHARED\Attorney\Agreements\Finance\2013\PSA - Data Ticket Re Processing Citations-v2.doc



CONSULTANT DATA TICKET, INC., A California Corporation B nature eu ped Name) Its: (Title)

BY: (Signature)

BEOOK WESTERT (Typed Name)

Its: <u>Coo</u> (Title)

Taxpayer I.D. No.

ADDRESS: 4600 Campus Drive Suite 200 Newport Beach CA 92660

<b>TELEPHONE</b>	:
FAX:	
E-MAIL:	

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> 4600 Campus Drive, Suite 200 Newport Beach, CA 92660 949 752 6937 (x) 310 - Phone MFleming@DataTicket.com

## FULL SERVICE FEE PROPOSAL FOR THE CITY OF MERCED

Description	Proposed Fee
A monthly minimum charge	-0-
Fee for processing and collecting	\$ 0.95 per Citation
Fee for collecting each out-of-state citation	25% of Collections
DMV Holds and Releases	-0-
Reports	-0-
Conversion Fee	-0-
Review, Hearing and Court Appearances (Scheduling)	\$0.75 per Occurrence
Additional Correspondence/Appeal Letters	\$1.11 per
Refunds, NSF's and Charge-backs handled by Company	\$5.00 per Occurrence
Delinquent Collections	30% of Collections
Postage at the prevailing rate, currently	\$ 0.46 per Piece
Payment Processing and Depositing	\$0.20 per Payment
FTB Social Security Number	\$3.00 per Request (Reduced from \$5.00)
Collections made at FTB	15% of Collections
Escrow Account (Agency will pay all bank charges) Credit Reporting Collections (FDCPA Reporting)	<ul><li>\$50 per Month</li><li>(New Charge)</li><li>30% of Collections</li></ul>

**Convenience Fee to Violator:** for Company Credit Card Usage (Web Site, phone & credit/debit card payments). No fee charged to City.

## **Confidential Information**

FrusersiMARJORIE.charile/2013 NO BID/MercedSimplefiedFullFaeSched5-13.doc

## EXHIBIT A



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4600 Campus Drive, Suite 200 Newport Beach, CA 92660 949 752 6937 (x) 310 - Phone MFleming@DataTicket.com

FULL SERVICE FEE PROPOSAL FOR:

## THE CITY OF MERCED

Description	Cost
Manual Parking Citation Processing:	\$0.95
<ul> <li>Electronic Parking Citation Processing: Services for the above-mentioned items include:</li> <li>Citation entry into Data Ticket's Citation Management System</li> <li>Registered owner information for all citations issued on California license plates</li> <li>In-house, bi-lingual Customer Service staff</li> <li>Call recording of all inbound and outbound customer service calls</li> <li>Interactive Voice Response System available 24/7</li> <li>California DMV Holds and Release performed daily</li> </ul>	\$0.95
<ul> <li>Correspondence: 1<sup>st</sup> class postage at prevailing rate: currently: Services for the above-mentioned item include:</li> <li>Semi-custom Courtesy and Delinquent Notices sent to the registered owners</li> <li>Return envelopes included in courtesy and delinquent notices for responsible par submit payment or appeal</li> <li>Semi-custom letters and additional correspondence</li> </ul>	<b>\$0.46</b> ty to
<ul> <li>Payment Acceptance, Processing and Deposit: Services for the above-mentioned items include:</li> <li>Processing of checks, cash, money orders and credit/debit cards</li> <li>Payments received and batched</li> <li>Payments double-blind taped</li> <li>All payments and supporting documentation scanned and saved to network</li> <li>Payments keyed and updated to system</li> <li>Deposit Slips filled out</li> <li>Bonded and Insured Courier takes deposits to the Bank daily</li> </ul>	\$0.20
<ul> <li>Out-of-State Collections: 25% of revenue collections</li> <li>This fee will cover all expenses associated with obtaining out-of-state registered</li> </ul>	ected

- I his fee will cover all expenses associated with obtaining out-of-state registered owner information and will be due when a citation is paid
- This fee is not combined with any other collections charge. For example if a citation is rolled to a delinquent status, only 30% of revenue collected will be charged

## CONFIDENTIAL INFORMATION



4600 Campus Drive, Suite 200 Newport Beach, CA 92660 949 752 6937 (x) 310 - Phone MFleming@DataTicket.com

FULL SERVICE FEE PROPOSAL FOR:

## THE CITY OF MERCED

#### Description

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#### <u>Cost</u>

No Charge

30% of revenue collected

#### **Delinquent Collections:**

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- If the citation is placed on a DMV hold and payment is made at DMV, Data Ticket will not be paid this fee, rather the City will obtain the full amount collected
- In addition to the Courtesy Notice, three additional notices will be sent to the registered owner
- Notices will be sent via 1<sup>st</sup> Class Mail

### **Online Access:**

#### Services for the above-mentioned item include:

Access via the Internet for the City's citizens and visitors to perform the following functions:

- View citation specific information
- Pay via VISA, MasterCard, Discover and American Express credit or debit cards
- Print a receipt for payment processed
- Request an Administrative Review online
- Ability to attach supporting documentation to an Administrative Review
- Request a Hearing online
- Ability to attach supporting documentation to a Hearing
- Get general information regarding the citation and adjudication processes

Access via the Internet for the City's personnel to perform the following functions:

- View citation specific information
- · Process payments via cash, money order, or credit / debit cards
- Process refunds issued by the City
- Process insufficient funds notification
- Reduce, dismiss, void and place citations on system holds
- Manage the adjudication process, including the ability to enter judgments on citations
- · Generate, view and print and save month-end and real-time reports
- · Generate, view and print notices and appeal decisions
- Add unlimited citation specific notes
- Review citation specific notes entered by Data Ticket's customer service staff

## CONFIDENTIAL INFORMATION

4600 Campus Drive, Suite 200 Newport Beach, CA 92660 949 752 6937 (x) 310 - Phone MFleming@DataTicket.com

FULL SERVICE FEE PROPOSAL FOR:

THE CITY OF MERCED

## Description

## Adjudication:

1<sup>st</sup> Level Reviews Hold & Referral

Place each citation on a Review Hold

DATA

TICKFT<sup>inc.</sup>

Forward to Agency for review and decision

### **Appeal Decision Letters**

- Data Ticket will send a custom judgment letter to the Appellant via 1st Class Mail
- All letters will be available on the web for City personnel to view and/or re-print at anvtime

## 2<sup>nd</sup> Level Hearing Hold & Judgment

- Data Ticket will place each citation on a Hearing Hold
- · Forward to Agency for scheduling, hearing and decision

### Additional Correspondence

#### Franchise Tax Board Processing SSN Look-up

 This fee will be assessed to lookup a social security number associated with a particular registered owner and address. This charge is charged per unique SSN, not per citation

### **FTB Collections**

• This fee is charged if a citation is paid at the Franchise Tax Board. This charge is not combined with any other charge. For example if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged.

#### **Credit Reporting Collections** Legal Action Not Required

• This fee is charged if a citation is paid at the Third Party Collections. This charge is not combined with any other charge. For example if a citation is rolled to delinquent status and paid at Third Party Collections, only the 30% of revenue collected will be charged

## Joint Banking Account Services

## Services for the above-mentioned item include:

- Daily deposits of funds to the City's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- · Month-end reconciliation of all funds collected

## **CONFIDENTIAL INFORMATION**

### \$3.00 per SSN

## 15% of revenue collected

### 30% of revenue collected

\$50.00 per month

\$0.75 per Citation

Cost

\$1.11 per Letter

\$0.75 per Citation

\$1.11 per Letter



4600 Campus Drive, Suite 200 Newport Beach, CA 92660 949 752 6937 (x) 310 - Phone MFleming@DataTicket.com

FULL SERVICE FEE PROPOSAL FOR:

## THE CITY OF MERCED

- ٠ Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket's invoice
- Disbursement of the net remittance to the City
- Scanning of all payments directly to joint bank account daily

#### Description

#### **Refunds, Charge-backs and NSF's**

- \$5.00 per instance Verification & issuance of all refunds to citizen who are due a refund via 1<sup>st</sup> Class Mail
- Verification of all NSF's & charge-backs on credit cards
- Reverse applied payments and re-open citation
- Add all fees and penalties
- · Send up to three additional collection notices with all additional penalties applied
- Provide additional customer service for these issues
- Handle additional collections payments

#### FEES CHARGED TO THE PATRON

- A convenience fee will be assessed to the citizen in the event they choose to pay • online, via the IVR or phone with a customer service representative. There is NO fee is charged to the City.
- An administrative fee will be assessed to citizens who wish to participate in a payment plan. This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the citizen confirming the details of the payment plan. The City will have the ability to determine whether Payment Plans are accepted and if so, what the parameters for payment will be. There is NO fee to the City.

## **CONFIDENTIAL INFORMATION**

# Cost

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

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 2/5 day of m.4 y, 2018, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Data Ticket, Inc., a California Corporation, 4600 Campus Drive, Suite 200, Newport Beach, California 92660, ("Consultant").

WHEREAS, City is undertaking a project to process parking citations; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated June 17, 2013; and,

WHEREAS, City and Consultant desire to amend said Agreement to extend the term of the agreement.

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

Section 3, "TERM OF AGREEMENT," of the Agreement is hereby 1. amended to read as follows:

> "3. TERM OF AGREEMENT. The term of this Agreement shall be from July 1, 2013 to June 30, 2019.

Except as herein amended, the Agreement dated June 17, 2013, shall 2. remain in full force and effect.

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

> CITY OF MERCED A California Charter Municipal Corporation

Citv Manager

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ATTEST: STEVE CARRIGAN, CUTY CLERK Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: <u>Have</u> 5/1/18 City Attorney Date

PO#: 130679 ACCOUNT DATA:

BY: Verified by Finance Officer 14279 Funds Contingent upon City Council approval of Ey 18/19 Budget une 6/4/18 FL 414/18





CONSULTANT DATA TICKET, INC., A California Corporation

BY: ////// (Signature)

(Typed Name)

Its: <u>Chul Operating Office</u>

BY: (Signature)

(Typed Name)

Its: President-(Title)

Taxpayer I.D. No. 93.10 10 8111

ADDRESS: 4600 Campus Dr., Ste 200 Newport Beach, CA 92660

 TELEPHONE:
 <u>4494287240</u>

 FAX:
 <u>949281-3195</u>

 E-MAIL:
 <u>CluntScrvices@DataTicket.com</u>

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2603 Main Street, Suite 300 Irvine, California 92614 949-428-7241 www.ClientServices.com

#### CITY OF MERCED AMENDMENT #2 TO THE AGREEMENT DATED JUNE 17, 2013

#### AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MERCED and DATA TICKET, INC.

This amendment to the Agreement between The City of Merced (AGENCY) and Data Ticket, Inc. (COMPANY) is to amend and include the addition of AB 503 Services/Fees:

# Acceptance and Scanning of Indigent Payment Plan Requests (Approval/Denial by Agency)

• This process includes the acceptance of documentation via the web and US Mail, review of the documentation, scanning of all documentation and attachment to the citation to which it applies. Based on each Agency's unique business rules, the Agency will either accept or deny each request and then proceed to setup the payment plan or issue a letter of denial with a reason for the denial.

#### **Indigent Payment Plan Letters**

#### \$0.85 per letter

\$2.00 per request

All other terms and conditions of the Agreement remain as originally written.

ACCEPTED:

City of Merced

Signature

ACCEPTED:

Data Ticket, Inc.

Signature

Print Name and Title

Date APPROVED AS TO FORM:

HOLL Proprietary and Confidential to Data Ticket, Inc. HERIN DEPUTY CITY Attorney Print Name and Title

Date

Phone: 949-428-7241 08/13/18



# ADMINISTRATIVE REPORT

#### Agenda Item I.11.

Meeting Date: 9/4/2018

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

**SUBJECT:** <u>Award Contract to Cardno, Inc. to Perform Engineering Evaluation of Elevated Water</u> <u>Tanks, Project No. 117025</u>

#### **REPORT IN BRIEF**

Consider approving an agreement for professional services (structural engineering) to evaluate the condition of the elevated water tanks at Well Sites #1, #2, and #7.

#### RECOMMENDATION

**City Council** - Adopt a motion approving an agreement for professional services (engineering design services) with Cardno, Incorporated, in the amount of \$121,253; 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 modifications as conditioned by City Council; or,
- 3. Refer to staff for reconsideration of specific items; or,
- 4. Deny.

# AUTHORITY

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

Services with an estimated value greater than \$31,000 are made by written contract in accordance with Merced Municipal Code, Title 3 - Revenue and Finance, Chapter 3.04.

#### **CITY COUNCIL PRIORITIES**

As provided for in the 2018-19 Adopted Budget

# DISCUSSION

The City of Merced's municipal water supply system includes elevated water tanks at Well Sites #1, #2 and #7. The tanks were installed in approximately 1917, 1951, and 1968, respectively, and range in size from 300,000 - 500,000 gallons. Generally water is pumped into the tanks from groundwater wells at the sites and thereafter gravity influences flow out of the tanks through discharge piping. Elevated water tanks serve multiple purposes with the primary being to regulate and maintain the pressure in the distribution system piping. Additional benefits include that the tanks provide an

emergency source of water (storage capacity) and, in the event of a power outage, water would still flow under the influence of gravity.

In 2001, the City procured the services of CH2MHill of Redding, California, to investigate the condition of Tanks #1 and #2. The purpose of the study was to determine if the tanks were meeting system reliability needs for water flow and demand, and also analysis for earthquake risks. The study included field investigation of the tanks' structural condition and concrete footings. Both tanks exhibited cracks in the concrete footings and various degrees of rust/corrosion on the structures themselves. CH2MHill's study acknowledge that Tanks #1 and #2 construction did not conform to current standards and retrofitting would be necessary to achieve risk reduction from a seismic event. Staff do not have information that a similar evaluation has been performed on Tank #7.

At this time staff believes it is appropriate to determine the relevant costs to retrofit and maintain the three elevated tanks as necessary for current code compliance, versus demolition and removal of the structures. Due to the age of the structures the potential risks from an earthquake will only increase as the concrete footings are exposed to weathering. A comprehensive study of all three tanks is preferable since Tank #7 does not have historical documents available.

#### Request-for-Proposals

Staff solicited proposals to obtain the services of a consulting firm with an appropriately licensed structural engineer. One firm submitted a proposal as of the suspense date- Cardno, Inc., of Ventura, California.

Staff requested that Cardno Inc. provide a scope-of-work to appraise the tanks' condition at the Well Sites #1, #2 and #7 and develop cost estimates for evaluation.

The Cardno, Inc. contract under consideration includes:

- Evaluating the three tanks current conditions including a visual inspection utilizing a 100-foot boom lift;
- Reviewing available documentation on Well Sites #1 and #2;
- Evaluating the condition of Tank #7's concrete footings;
- Performing a structural analysis of each tank to determine compliance with California Building Code and American Water Works Association requirements;
- Developing costs estimates to bring the tanks into compliance with the applicable requirements;
- Developing cost estimates to demolish the tanks.

The Cardno, Inc. fee proposal for completing the above tasks is for the not-to-exceed sum of \$121,253. Staff will present options for City Council consideration at a future date to determine the fate of the three tanks.

#### IMPACT ON CITY RESOURCES

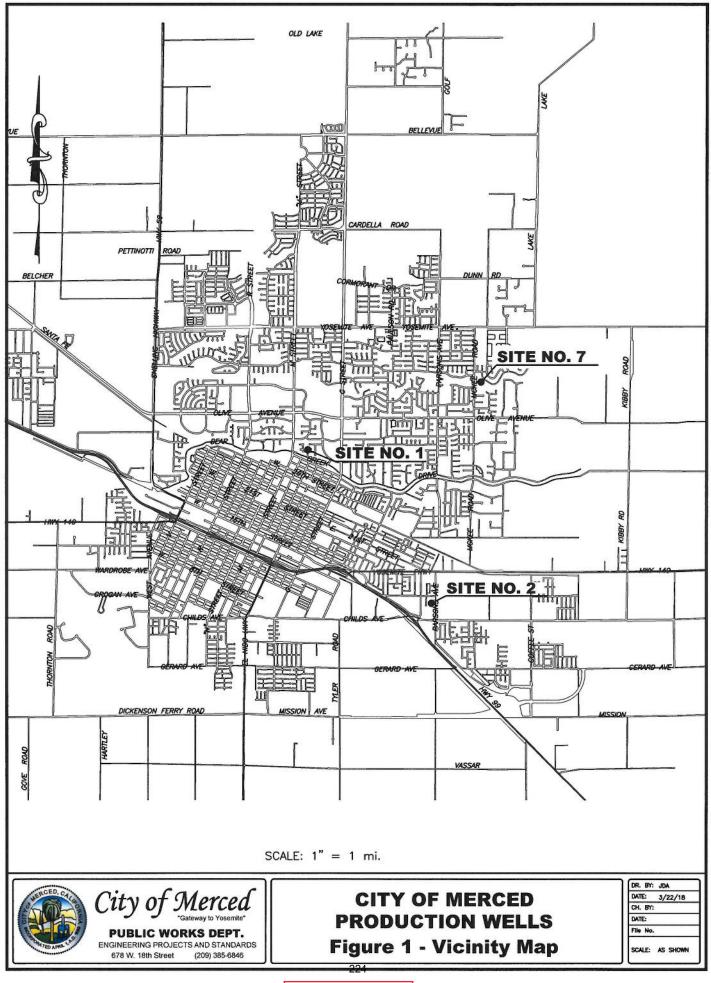
This project was established as a Capital Improvement Project and account 557-1106-637.65-00-

#### File #: 18-345

117025 contains sufficient funding to complete the project.

#### **ATTACHMENTS**

- 1. Vicinity Map
- 2. Well Site #1 Tank Example Aerial Photograph
- 3. Cardno, Inc. Contract



ATTACHMENT 1



ATTACHMENT 2

FIGURE 2 - WELL SITE 1

# AGREEMENT FOR PROFESSIONAL SERVICES (Design Professional)

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 Cardno, Inc., a Delaware Corporation authorized to do business in California, whose address of record is 4572 Telephone Road, #916, Ventura, California 93003, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to evaluate the elevated water storage tanks at Well Sites #1, #2 and #7; and,

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

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

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

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer 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

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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 One Hundred Twenty-One Thousand Two Hundred Fifty-Three Dollars (\$121,253.00).

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.

INDEMNITY. To the fullest extent permitted by law (including, 9. without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, protect, defend (with legal counsel reasonably acceptable to City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property, or expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, the negligence, recklessness, willful misconduct of Consultant or its employees, subcontractors, or agents in the performance of this Agreement. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

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- 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.

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(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:

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

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

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

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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.

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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: Kylou 7/31/18 City Attorney Date

ACCOUNT DATA:

BY: Verified by Finance Officer

CONSULTANT CARDNO, INC., a California Corporation

BY: Au (light Signature)

<u>Jams Anderger</u> (Typed Name) Its: <u>Senior Prescim Manciger</u> (Title)

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

(Typed Name)

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

Taxpayer I.D. No. 45-2663666

ADDRESS: 4572 Telephone Rd. #916 Ventura, CA 93003

TELEPHONE: (805) 644-4157 FAX: (805) 644-5610 E-MAIL: james.anderson@cardno.com



July 11, 2018

Joseph D. Angulo Public Works – Engineering City of Merced 678 West 18<sup>th</sup> Street Merced, CA 95340 Cardno 601 N. McDowell Boulevard Petaluma, CA 94954 USA Phone: 707-766-2090 Fax: 707-789-0414 www.cardno.com

#### Subject: Structural Engineering Services for Elevated Water Tank Evaluation – Proposal

Dear Mr. Angulo,

Cardno, Inc., along with our teaming partners RMA GeoScience, Inc. and Leon Environmental (further referred to as the Cardno Team), are pleased to submit a proposal for the City of Merced's Structural Engineering Services for Elevated Water Tank Evaluation. The Cardno Team has nearly two decades of experience in developing technical specifications, managing groundwater sampling projects, and monitoring contractor performance to ensure contractual requirements are achieved.

The Cardno Team brings a professional team with vast knowledge and experience to deliver unmatched customer service and technical results for the City of Merced. Our clients know us as trusted partners that work and maintain professional relationships that stand the test of time. Each proposed team member is well versed in identifying creative solutions to challenging issues, ensuring safety measures, streamlining and optimizing processes and systems, and identifying cost saving measures our clients.

Thank you for considering the Cardno Team for this opportunity; we look forward to working with you on this contract and building a strong relationship moving forward. If you have questions, please do not hesitate to contact me at the below listed contact information.

Sincerely,

Senior Business Development Manager 385-228-2249 leif.law@cardon.com

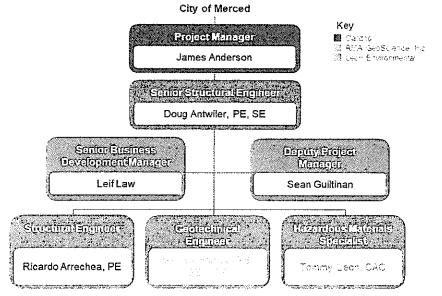
Enclosed: Technical Proposal – Team organization and proposed scope of work/ schedule. A copy of fee schedule and budget included in separately.

# **EXHIBIT** A



Page 2

# **Team Organization**



#### Figure 1 Organizational Chart

#### RMA GeoScience, Inc.

RMA GeoScience, Inc. provides geotechnical and materials engineering services to public agencies, land developers, and institutions for roads, highways, buildings, housing, and utility infrastructure. Their professional team specializes in geotechnical engineering, geo-environmental consulting, materials testing, and special inspection services. They are a part of the RMA Group of Companies, a group of employee-owned engineering firms with more than 50 years' experience.

# Leon Environmental

Leon Environmental has served clients across California since 2005. Their senior staff have over 60 years of combined experience in the asbestos & LBP abatement industry. Leon Environmental Services has the unique quality of having hands-on experience managing abatement projects and working in the field with real situations and problem solving. Leon Environmental's provide vast experience and knowledge of the asbestos abatement industry, lead-based paint abatement, and compliance with the law in situations where containment clearance and negative pressure is hard to achieve.

CHTY OF MERCED HREQUEST FOR PROPOSAL JULY 11, 2016



# Proposed Scope of Work and Schedule

### 1. Scope of Work

#### Task 1: Evaluate Site Conditions

After review of any inspection, maintenance, and technical reports and existing structural drawings provided by the City to familiarize themselves with the project background, the Cardno Project Manager and Deputy Project Manager will arrange to meet with the City representative and visit the site. The purpose of the meeting will be to ensure alignment with City expectations for the project, meet with other City's departments as necessary to understand what permits will be required, and perform a reconnaissance survey of the site to evaluate existing well station conditions. The survey will include identifying potential hazards which could affect the work, such as the proximity of overhead power lines, site access and size constraints, the tower demolition drop zone, coordination with existing site operations, and traffic flow and neighboring property conditions. This information will allow the necessary technical specifications to be incorporated into the engineering analysis of the tank construction and current conditions, including subsurface exploration of footings as appropriate.

The inspections and surveys described above will be overseen by an experienced Field Technician, serving as the Site Supervisor, who will also be the resident project representative who performs the majority of the inspections during the contractor's work. This will allow the Site Supervisor to gain a thorough understanding of site conditions and more effectively estimate the costs to demolish each tank as applicable.

The Cardno Team's specific tasks for Task 1 are detailed below:

Tanks #1 and #2

- Review existing structural drawings (provided by the City of Merced) for Tank #1 and #2. If existing structural drawings are not available for these tanks additional investigation will be required to determine the exact construction of these tanks. This additional investigation is not part of the current scope of the project.
- Review previous inspection, maintenance, and technical reports on Tank #1 and #2 (provided by the City) to gain a better understanding of any known conditions for the towers.
- Perform a visual and tactile survey of the exterior of the water towers using an aerial lift with a 100 foot boom. Previous reports have noted that access to the catwalk around the tanks is not in accordance with Occupational Safety and Health Administration guidelines, so the survey will be limited to the legs and the exterior walls of the tank that are visible from the lift. A survey of the roof or interior of the tanks are not part of the current scope of the project.
- It is our understanding the concrete used in the foundations for both Tank #1 and Tank #2 have ASR.
   A previous report outlined damage observed to a single foundation on each tank structure that was exposed. Additional foundation testing for these two tanks was explicitly excluded by the RFP.

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#### Tenk #7

- Review previous inspection, maintenance, and technical reports on Tank #7 (provided by the City) to gain a better understanding of any known condition for this tower.
- Perform a visual and tactile survey of the exterior of the water tower using an aerial lift with a 100 foot boom. Previous reports have noted that access to the catwalk around the tanks is not in accordance with Occupational Safety and Health Administration guidelines, so the survey will be limited to the legs and the exterior walls of the tank that are visible from the lift. A survey of the roof or interior of the tanks are not part of the current scope of the project.
- It is our understanding that existing drawings for the tower are not available. During the course of this survey, measurements and dimensions will be taken on structural elements of the legs for the existing tower to allow for an analysis of the existing structure as part of Task #2.
- Excavate around one of the existing foundations in an attempt to try and identify the type of foundation used for this water tower and any applicable details. This will include taking measurements on the exposed portion of the foundation, performing Ground Penetrating Radar scanning on the surfaces of the foundation to attempt and identify the reinforcement, performing limited demolition in isolated areas to identify the size of the reinforcement in the foundation, taking a core of the foundation, and having a petrographic analysis performed on the core to evaluate whether or not the foundation may have ASR.
- Test the exterior coatings on existing tank for the presence of lead.

#### Task 2: Produce Report of Findings

The Cardno Team will provide a brief signed and sealed letter report summarizing the findings from the visual and tactile structural survey of each of the three elevated water tanks. The report for tank #7 will include a copy of the testing report for the petrographic investigation on the foundation concrete. Our staff will provide testing reports for the existing exterior coatings and perform a static structural analysis on legs and foundations of each of the three water tanks to determine with they are adequate to resist current wind and seismic loading provisions in accordance with American Water Works Association and California Building Code requirements.

The Cardno Team will provide a brief signed and sealed design report/letter for each of the three elevated water tanks outlining the findings from the static structural analysis on the legs and foundations and will develop a strengthening/reinforcement strategy for each tank structure and foundation (if required) to comply with current wind and seismic loading provisions. Our team will create design development drawings for the reinforcement strategy for each tank structure and foundation if required, and provide a brief signed and sealed design report/letter for each of the three elevated water tanks outlining the proposed strengthening/reinforcement strategy for the elevated water tanks and foundations.

Following the evaluation, our team will develop estimated costs for bringing each of the three water tanks into compliance with the wind and seismic load requirements of the current applicable regulations and develop estimated costs for demolishing each tank.

#### Task 3: Project Closeout Services

We will provide project closeout documentation in accordance with any and all permit conditions (if applicable) and will submit documentation on any investigation generated hazardous waste disposal (if applicable).





#### 2. Estimated Schedule

The Cardno Team has an established history of meeting critical project deadlines. Our team of experts will ensure the City's priorities are met while finding ways to save time and money. The below estimated schedule highlights the Cardno Team's ability to quickly respond to the City's needs and efficiently complete project milestones. A summarized schedule of project milestones is provided in Table 1; a full project schedule is included below in a separate chart in Figure 2.

Table 1	Project Schedule
Task 1	Surveying of the existing towers and documentation of the existing conditions will take approximately 4-5 weeks to complete once we receive authorization to proceed and can arrange access to the site.
	Evaluation of the three existing towers for compliance with existing building codes will take approximately 8-10 weeks to complete after the survey has been completed.
Task 2	Development of possible reinforcement for the existing towers to comply with current building code requirements will take approximately 8-10 weeks to complete once the tower evaluation is completed.
Task 3	Project closeout documentation and documentation of any investigation generated hazardous waste disposal will be supplied within 30 days of completion of final tasks.



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Task 1. Evaluate Site Conditions	
Project kickoff meeting and coordination with city	
Initial document review	
Inspection of Water Tower #1	
Inspection of Water Tower #2	
Inspection of Water Tower #7 (includes exterior and foundation inspection)	
Documentation of findings	
Task 2. Produce Report of Findings	
Static analysis of existing water towers to code	
Static analysis of existing water tower connections to current code	
Evaluation of existing foundation to current code	
Creation of design report	
Design of strengthening for existing water towers	
Design of enlargement/ strengthening for foundation for loads	
Creation of specifications for development of estimate	
Creation of design development drawings	
Creation of summary report outlying findings	
Detailed estimation of reinforcement and demolishing options	
Task 3. Project Closeout Documentation	
Submittal of closeout documentation	
Submittal of investigation generated hazardous waste disposal documentation	
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**Project Schedule** Figure 2

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# 3. Project Tasks and Constraints Beyond Outlined Scope of Work

The following items may affect the project work and or schedule and are outside of our control:

- The inspections can only be performed during calm weather. Use of tall boom lifts during
  moderate to high winds or storm events is not safe. Weather concerns at the site may delay the
  inspection and lead to additional unforeseen costs that would be an additional service.
- Access to the site is controlled by the City. If there are areas of the site that are not accessible a complete survey of the tower may not be able to be performed.
- It is our understanding that existing structural drawings exist for Tank #1 and Tank #7. The
  proposal that has been provided is based on these drawings being made available before performing
  the onsite surveys.
- It is our understanding that at least two of these water towers are historical. Based on previous reviews of the structures it is likely that remedial measures to strengthen the elevated water tanks will change the aesthetic appearance of these structures.
- There will not be waste generated in the investigation process. The material generated from the vacuum clearance exploration will be used to backfill the excavations.

### 4. Additional Tasks and Services Noted

The following items are not included as part of the current scope:

- Investigation of the interior of the water tanks.
- Investigation of the roof of the water tanks (excluded from the scope because of lack of safe access
  to the upper areas of the existing water tank based on the findings of previous reports. The previous
  reports indicate that the roofs for tanks 1 and 2 have holes through them and, unless these have
  been repaired or replaced, it is assumed that they would still need to be repaired or replaced).
- Investigation of the existing foundations on Tanks #1 and #2 (specifically excluded in the RFP).
- Final construction documents for reinforcing the existing tank structures.
- An analysis of the walls of the water tanks.
- Dynamic analysis of the existing water tank structures.
- As built drawings of the existing water tanks.
- Evaluation of onsite structures that are not part of the tank itself.
- Evaluation of water flow/storage demands and/or design of replacement tanks at these locations.

# Fee Proposal and Budget

Cardno has provided our proposed fee and budget proposal in a separate document the City's request.

FEE SCHEDULE AND BUDGET



City of Merced - Structural Engineering Services for Elevated Water Tank Evaluation

TASK / SUBTASK	# OF UNITS	UNIT	UNIT COST	LINE ITEM TOTAL	SUBTASK TOTAL
TASK 1. EVALUATE SITE CONDITIONS			<u> </u>		·· · · · · · · · · · · · · · · · · · ·
PROJECT KICKOFF MEETING AND COORDINATION WITH					
Project Manager	12	hour	\$155	\$1,860	
Deputy Project Manager (call into kickoff meeting)	1	hour	\$130	\$130	
Senior Structural Engineer (call into kickoff meeting)	1	hour	\$195	\$195	
Structural Engineer	12	hour	\$175	\$2,100	
Vehicle	2	day	\$115	\$230	
Per diem (overnight stay)	1	GSA Rate	\$51	\$51	
Hotel / Taxes	1	GSA Rate	\$105	\$105	¢4.074
Subtotal					\$4,671
INITIAL DOCUMENT REVIEW					
Project Manager	4	hour	\$155	\$620	
Structural Engineer	20	hour	\$175	\$3,500	
Subtotal					\$4,120
INSPECTION OF WATER TOWER #1	~	<b>k</b>	****	6000	
Senior Structural Engineer	2 28	hour	\$195 \$175	\$390 \$4.000	
Structural Engineer	28 24	hour hour	\$175 \$100	\$4,900 \$2,400	
Equipment Operator Vehicle	6	day	\$100	\$690	
Per diem (overnight stay)	6	GSA Rate	\$51	\$306	
Hotel / Taxes	6	GSA Rate	\$105	\$630	
Subtotal	-			+	\$9,316
INSPECTION OF WATER TOWER #2	-				
Senior Structural Engineer	2	hour	\$195	\$390	
Structural Engineer	28	hour	\$175	\$4,900	
Equipment Operator	24	hour	\$100	\$2,400	
Vehicle	6	day	\$115	\$690	
Per diem (overnight stay)	6	GSA Rate	\$51	\$306	
Hotel / Taxes	6	GSA Rate	\$105	\$630	¢0.040
Subtotal					\$9,316
INSPECTION OF WATER TOWER #7 (includes exterior and	foundation	inspection)			
Project Manager	3	hour	\$155	\$465	
Senior Structural Engineer	2	hour	\$195	\$390	
Structural Engineer	48	hour	\$175	\$8,400	
Geotechnical Staff Engineer (subcontractor)	4	hour	\$157	\$628	
Geotechnical Staff Geologist (subcontractor)	13	hour	\$92	\$1,196	
Equipment Operator	32	hour	\$100	\$3,200	
CAC (field survey / travel / reporting)	13	hour	\$135	\$1,755	
Laboratory samples	12	sample	\$11 \$2,500	\$132	
Utility Vacuum Excavation (2 man crew/equipment per day)	2 9	day	\$3,500 \$115	\$7,000 \$1,035	
Vehicle Per diem (overnight stay)	9	day GSA Rate	\$51	\$459	
Hotel / Taxes	9	GSA Rate	\$105	\$945	
Subtotal	Ŭ	Connace	ψ100	4010	\$25,605
DOCUMENTATION OF FINDINGS	-		<b>.</b>	*= : =	
Project Manager	2	hour	\$155	\$310	
Structural Engineer	40	hour	\$175	\$7,000	\$7 240
Subtotal					\$7,310
TASK 1 TOTAL					\$60,338
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 FEE SCHEDULE AND BUDGET
 Security of Merced - Structural Engineering Services for Elevated Water Tank Evaluation

TASK / SUBTASK	# OF UNITS	UNIT	UNIT COST	LINE ITEM TOTAL	SUBTASK TOTAL
TASK 2. PRODUCE REPORT OF FINDINGS					
STATIC ANALYSIS OF EXISTING WATER TOWERS (#1, #2,	#7) TO COD	E			
Senior Structural Engineer	4	hour	\$195	\$780	
Structural Engineer Subtotal	40	hour	\$175	\$7,000	\$7,780
STATIC ANALYSIS OF EXISTING WATER TOWERS (#1, #2,	#7) CONNE	CTIONS TO	CURRENT C	ODE	
Senior Structural Engineer Subtotal	24	hour	\$195	\$4,680	\$4,680
EVALUATION OF EXISTING FOUNDATION TO CURRENT O	ODE (WATE	R TOWERS	#1, #2, #7)		
Structural Engineer	24	hour	\$175	\$4,200	
Subtotal					\$4,200
CREATION OF DESIGN REPORT					
Senior Structural Engineer	4	hour	\$195	\$780	
Structural Engineer Subtotal	12	hour	\$175	\$2,100	\$2,880
DESIGN OF STRENGTHENING FOR EXISTING WATER TO		. 47\			
Senior Structural Engineer	4	hour	\$195	\$780	
Structural Engineer	40	hour	\$175	\$7,000	
Subtotal					\$7,780
DESIGN OF ENLARGEMENT/STRENGTHENING OF FOUND	DATION FOR	LOADS (WA	ATER TOWE	RS #1, #2, #7	7)
Senior Structural Engineer Subtotal	50	hour	\$195	\$9,750	\$9,750
CREATION OF SPECIFICATIONS FOR DEVELOPMENT OF	ESTIMATE				
Structural Engineer	24	hour	\$175	\$4,200	
Subtotal					\$4,200
CREATION OF DESIGN DEVELOPMENT DRAWINGS					
Senior Structural Engineer	8	hour	\$195	\$1,560	
Senior Drafter	32	hour	\$120	\$3,840	¢5 400
Subtotal					\$5,400
CREATION OF SUMMARY REPORT OUTLING FINDINGS					
Senior Structural Engineer	4	hour	\$195 \$175	\$780	
Structural Engineer Subtotal	12	hour	\$175	\$2,100	\$2,880
DETAILED ESTIMATION OF REENFORCEMENT & DEMOLI		ONS			
Deputy Project Manager	4	hour	\$130	\$520	
Senior Structural Engineer	4	hour	\$195 \$175	\$780 \$1.400	
Structural Engineer Estimator	8 32	hour hour	\$175 \$155	\$1,400 \$4,960	
Subtotal	52	110-01	¢100	+ 1,000	\$7,660
TASK 2 TOTAL					\$57,210



 FEE SCHEDULE AND BUDGET
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TASK / SUBTASK	# OF UNITS	UNIT	UNIT COST	LINE ITEM TOTAL	SUBTASK TOTAL
TASK 3. PROJECT CLOSEOUT SERVICES					
SUBMITTAL OF CLOSEOUT DOCUMENTATION					
Project Manager	8	hour	\$155	\$1,240	
Deputy Project Manager	4	hour	\$130	\$520	
Structural Engineer	6	hour	\$175	\$1,050	
Senior Drafter	4	hour	\$120	\$480	
Subtotal	-		+	4100	\$3,290
SUBMITTAL OF INVESTIGATION GENERATED HAZAR	DOUS WASTE D	SPOSAL D	OCUMENTA	TION	
Project Manager	1	hour	\$155	\$155	
Deputy Project Manager	2	hour	\$130	\$260	
Subtotal	E	nour	φ100	φ200	\$415
TASK 3 TOTAL					\$3,705
PROJECT TOTAL (not to exceed estimate)		· · · · · · · · · · · · · · · · · · ·	<u>+</u>		\$121,253

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FEE SCHEDULE AND BUDGET

City of Merced - Structural Engineering Services for Elevated Water Tank Evaluation

TASK / SUBTASK	# OF UNITS	UNIT	UNIT COST	LINE ITEM	SUBTASK TOTAL
FEE SCHEDULE	HOURLY	RATE			
Senior Structural Engineer	\$195				
Structural Engineer	\$175				
Project Manager	\$155				
Estimator	\$155				
Geotechnical Engineer (subcontractor)	\$157				
CAC (subcontractor)	\$135				
Deputy Project Manager	\$130				
Senior Drafter (Graphics / AutoCAD Specialist)	\$120				
Equipment Operator	\$100				
Geotechnical Staff Geologist (subcontractor)	\$92				
Utility Vacuum Excavation (2 man crew/equipment per day)	\$3,500				
Vehicle/Pickup Truck (full day)	\$115				
Markup (subcontractors/materials/rental)	8%				



# **ADMINISTRATIVE REPORT**

#### Agenda Item I.12.

Meeting Date: 9/4/2018

Report Prepared by: John Ainsworth, Temporary Senior Engineer, Engineering Dept.

**SUBJECT:** <u>Rejecting all Bids for the Yosemite Avenue Corporation Yard Satellite (Leaf Collection</u> <u>Site), Project No. 116017</u>

#### **REPORT IN BRIEF**

Consider rejecting all of the bids for the Yosemite Avenue Corporation Yard Satellite (Leaf Collection Site) due to insufficient project funding.

#### RECOMMENDATION

**City Council** - Adopt a motion rejecting all bids for the Yosemite Avenue Corporation Yard Satellite (Leaf Collection Site), Project 116017 due to insufficient project funding and directing staff to readvertise the project after reduction of project scope.

### ALTERNATIVES

- 1. Approve, as recommended by staff; or,
- 2. Deny; or,
- 3. 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 2018-19 Adopted Budget.

#### DISCUSSION

The scope of work consists of the demolition, clearing, and grubbing of an existing rock sales yard to install the improvements for a City-operated Corporation Yard Satellite to include fleet services and refuse and leaf collection services to enhance existing services for the City and residents.

Staff prepared construction plans and specifications, and the project was advertised for bids. Bids were opened on July 10, 2018, with the following results:

1. Rolfe Construction Company (Atwater, CA)	\$ 1,207,216.50
2 Smith Construction Company Inc. (Freeno, CA)	¢ 1 6// 713 67

2. Smith Construction Company, Inc. (Fresno, CA) \$1,644,713.67

The bid amounts that were received from the contractors were higher than what was budgeted for in

#### File #: 18-359

FY 2018-19. For this reason, staff is requesting Council to reject all bids. Staff will be evaluating the best option to reduce the scope of work for the project while maintaining essential functions at that site and will be rebidding the project as soon as possible.

### IMPACT ON CITY RESOURCES

This project was established as a Capital Improvement Project and the FY 2018-19 adopted budget under accounts 670-1103-637.65-00-116017, 558-1112-637.65-116017, and 553-1108-637.65-00-116017 are inadequate to award this project under the current bid.

### ATTACHMENTS

- 1. Location Map
- 2. Bid Results



:\1 Current Projects\116017 - Yosemite Ave Storm Debris Recycle\Dwg\0952\_1\_recover000.dwg

#### Bid Opening 7/10/2018

Bia Opening //10/2018				ROLFE CONSTRUCTION ATWATER, CA			SMITH CONSTR. CO., INC FRESNO, CA				
		UNIT OF	ESTIMATED	UNIT ITEM			UNIT			ITEM	
NO.	ITEM	MEASURE	QUANTITY		PRICE		TOTAL		PRICE		TOTAL
1	Permits, Bonds and Licenses	LS	1	\$	36,556.00	\$	36,556.00	\$	54,244.00	\$	54,244.00
2	Dust Control	LS	1	\$	5,928.00	\$	5,928.00	\$	6,600.00	\$	6,600.00
3	Public Convenience & Safety	LS	1	\$	7,306.00	\$	7,306.00	\$	9,713.00	\$	9,713.00
4	Water Pollution Control	LS	1	\$	5,928.00	\$	5,928.00	\$	12,664.30	\$	12,664.30
5	Surveying Services	LS	1	\$	9,282.00	\$	9,282.00	\$	7,854.00	\$	7,854.00
6	Coordination	LS	1	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
7	Demolition, Clearing and Grubbing	LS	1	\$	21,476.00	\$	21,476.00	\$	58,034.80	\$	58,034.80
8	Water Well Destruction	LS	1	\$	9,256.00	\$	9,256.00	\$	6,380.00	\$	6,380.00
9	Remove Septic Tank and Leach Field	LS	1	\$	8,918.00	\$	8,918.00	\$	6,050.00	\$	6,050.00
10	4" DIP Water Main	LF	492	\$	58.50	\$	28,782.00	\$	84.41	\$	41,529.72
11	4" Gate Valve	EA	4	\$	950.00	\$	3,800.00	\$	996.33	\$	3,985.32
12	Wharf Hydrant	EA	1	\$	3,063.00	\$	3,063.00	\$	1,434.40	\$	1,434.40
13	3/4-inch Hose Bib	EA	3	\$	867.00	\$	2,601.00	\$	473.67	\$	1,421.01
14	2" Water Service	LF	159	\$	30.00	\$	4,770.00	\$	70.74	\$	11,247.66
15	Pressure Testing and Disinfection	LS	1	\$	6,292.00	\$	6,292.00	\$	4,117.30	\$	4,117.30
16	Connection to existing Water System	LS	1	\$	5,471.00	\$	5,471.00	\$	4,950.00	\$	4,950.00
17	Backflow Preventer/Compound Meter	EA	1	\$	15,071.00	\$	15,071.00	\$	7,973.00	\$	7,973.00
18	4" SDR-35 Sewer Line	LF	786	\$	25.50	\$	20,043.00	\$	56.80	\$	44,644.80
19	6" SDR-35 Sewer Line	LF	54	\$	74.50	\$	4,023.00	\$	229.25	\$	12,379.50
20	Sanitary Sewer Manhole	EA	3	\$	2,905.00	\$	8,715.00	\$	4,842.93	\$	14,528.79
21	Sanitary Sewer Drop Manhole	EA	1	\$	6,919.00	\$	6,919.00	\$	1,108.25	\$	1,108.25
22	Sanitary Sewer Clean-Out	EA	4	\$	765.00	\$	3,060.00	\$	346.25	\$	1,385.00
23	Sand-Oil Separator	EA	1	\$	18,174.00	\$	18,174.00	\$	7,087.00	\$	7,087.00
24	12" PVC Storm Drain	LF	371	\$	47.00	\$	17,437.00	\$	102.12	\$	37,886.52
25	24" Storm Drain Manhole	EA	2	\$	3,159.00	\$	6,318.00	\$	2,607.00	\$	5,214.00
26	Asphalt Concrete	Ton	916	\$	137.50	\$	125,950.00	\$	137.50	\$	125,950.00
27	Aggregate Base	CY	2,180	\$	66.70	\$	145,406.00	\$	60.50	\$	131,890.00
28	Structural Concrete (Headwalls)	CY	94	\$	802.00	\$	75,388.00	\$	1,540.90	\$	144,844.60
29	Pedestrian Railing	LF	265	\$	34.50	\$	9,142.50	\$	75.63	\$	20,041.95
30	Reinforced Concrete Slabs	SF	25,354	\$	9.50	\$	240,863.00	\$	19.25	\$	488,064.50
31	Concrete Curbing	LF	318	\$	52.00	\$	16,536.00	\$	19.80	\$	6,296.40
32	City Street Lights	EA	1	\$	14,255.00	\$	14,255.00	\$	9,075.00	\$	9,075.00
33	Yard Lights	EA	5	\$	9,068.00	\$	45,340.00	\$	7,150.00	\$	35,750.00
34	Conduits and Pull Boxes	LS	1	\$	28,717.00	\$	28,717.00	\$	109,450.00	\$	109,450.00
35	Pavement Markings	LS	1	\$	3,575.00	\$	3,575.00	\$	2,838.00	\$	2,838.00
36	Trash Enclosure	LS	1	\$	6,341.00	\$	6,341.00	\$	14,147.70	\$	14,147.70
37	6-Foot Chain-Link Fence w/Slats	LF	1,360	\$	23.80	\$	32,368.00	\$	33.00	\$	44,880.00
38	Chain-Link Fence w/Slats on CMU Wall	LF	480	\$	27.00	\$	12,960.00	\$	46.75	\$	22,440.00
39	25-Foot Automatic Chain-Link Sliding Gate	EA	1	\$	29,575.00	\$	29,575.00	\$	20,567.80	\$	20,567.80
40	30-Foot Chain-Link Dual Swing Gate	EA	1	\$	13,000.00	\$	13,000.00	\$	4,180.00	\$	4,180.00
41	30-Foot Automatic Chain-Link Sliding Gate	EA	1	\$	30,420.00	\$	30,420.00	\$	16,170.00	\$	16,170.00
42	1-Block High CMU Wall	LF	15	\$	1,516.00	\$	22,740.00	\$	50.01	\$	750.15
43	2-Block High CMU Wall	LF	155	\$	53.00	\$	8,215.00	\$	82.50	\$	12,787.50
44	3-Block High CMU Wall	LF	100	\$	79.00	\$	7,900.00	\$	118.80	\$	11,880.00
45	4-Block High CMU Wall	LF	105	\$	105.00	\$	11,025.00	\$	140.80	\$	14,784.00
46	5-Block High CMU Wall	LF	75	\$	132.00	\$	9,900.00	\$	158.40	\$	11,880.00
47	6-Block High CMU Wall	LF	110	\$	158.50	\$	17,435.00	\$	114.91	\$	12,640.10
48	Parking Lot Gravel	CY	180	\$	88.00	\$	15,840.00	\$	61.11	\$	10,999.80
49	Bollards	EA	4	\$	2,131.00	\$	8,524.00	\$	398.45	\$	1,593.80
50	Final Clean-Up	LS	1	\$	14,612.00	\$	14,612.00	\$	6,380.00	\$	6,380.00
		CO	NSTRUCTION C	COST	1	\$	1,207,216.50			\$	1,644,713.67

Adjusted per unit price

# CITY OF MERCED





# ADMINISTRATIVE REPORT

Agenda Item I.13.

Meeting Date: 9/4/2018

Report Prepared by: Michael Machado, GIS Coordinator - Public Works

**SUBJECT:** <u>Approval of Small Government Enterprise License Agreement (SG-ELA) with</u> <u>Environmental Systems Research Institute, Inc., (Esri), and Waiver of the Competitive Bidding</u> <u>Requirement (Sole Source)</u>

#### **REPORT IN BRIEF**

Considers entering into a three-year agreement with Environmental Systems Research Institute, Inc., (Esri) for GIS software licenses and maintenance.

#### RECOMMENDATION

**City Council** - Adopt a motion waiving the competitive bidding requirements as stated in Section 3.04.210 of the Merced Municipal Code for the Sole Source Purchase of software licenses and maintenance; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

#### ALTERNATIVES

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

#### AUTHORITY

Charter of the City of Merced, Section 200; Merced Municipal Code Section 3.04.210 - Exemptions for Competitive Bidding.

#### **CITY COUNCIL PRIORITIES**

As provided for in the 2018-19 Adopted Budget.

# DISCUSSION

Background

Several divisions within the Public Works Department have expanded their use of the Esri GIS platform. Examples include field crews using the Esri Collection Application to log work completed in the field. The Trees Division uses the software to catalogue tree data, including locations of newly planted trees and condition of existing trees. The Sewer/Storm Drains divisions also use the field

software to log inspections and schedule maintenance activities. Other divisions, including Water and Water Quality Control are actively developing the software to meet their needs in the field.

Due to an increase in use and interest, the current Esri GIS platform cannot support the needs of the City. Therefore, in order to meet future needs, more Esri GIS software licensing is needed. With an upgrade to the Enterprise License Agreement, other Public Works Divisions, including Refuse and Streets, will be able to use the software to aid in daily operations.

#### **Description**

Esri SG-ELA is a contract in which a customer commits to a set fee for a specified period of time (three years) in exchange for a set of unlimited software and maintenance. Services and training are typically included.

A major benefit of Esri SG-ELA is that it is more cost effective then adding software licenses to the current system. For example, included with the Esri SG-ELA are 250 Level 2 ArcGIS Online Named User accounts. Without the SG-ELA, the cost of one Level 2 ArcGIS Online Named User is \$450 annually. The total cost for 250 user accounts without the SG-ELA would be \$112,500 yearly; over three years the cost of these user accounts would be \$337,500. Comparatively, the total cost of the Esri SG-ELA over the three year agreement term is \$120,000. The City would realize a savings of \$217,500 over the three-year period based on the cost these user accounts.

Additionally, Esri SG-ELA will offer a number of other benefits. These include a considerable reduction in administrative costs, providing maintenance on all Esri software deployed under the agreement, offering complete flexibility to deploy software products when and where needed, and lastly increasing collaboration between City departments by providing greater access to data across all City divisions.

Esri is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (see Attachment 3). As such, staff is requesting waiving the competitive bidding requirements in order to upgrade the existing Esri licensing and provide for annual maintenance services.

#### IMPACT ON CITY RESOURCES

Funding for the first year of the agreement has been included in the FY 2018/2019 adopted budget for Public Works. This includes a split between Water, Sewer, Storm Drains, Water Quality Control, Refuse, Trees, Streets, and Administration. Year two and three of the contract will be budgeted for in Fiscal Years 2019/2020 and 2020/2021.

# ATTACHMENTS

- 1. Enterprise License Agreement
- 2. Price Quote
- 3. Sole Source Letter



 Esri Use Only:

 Cust. Name

 Cust. #

 PO #

 Esri Agreement #

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

#### SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

# Table AList of Products

#### **Uncapped Quantities**

Desktop Software and Extensions (Single Use) ArcGIS Desktop Advanced ArcGIS Desktop Standard ArcGIS Desktop Basic ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

#### **Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup (Advanced and Standard) ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

#### Enterprise Optional Servers

ArcGIS Image Server

#### **Developer** Tools

ArcGIS Engine ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics ArcGIS Runtime (Standard) ArcGIS Runtime Analysis Extension

#### Limited Quantities

One (1) Professional subscription to ArcGIS Developer\* Two (2) Esri CityEngine Advanced Single Use Licenses 250 Level 1 ArcGIS Online Named Users 250 Level 2 ArcGIS Online Named Users 37,500 ArcGIS Online Service Credits 250 Level 1 ArcGIS Enterprise Named Users 250 Level 2 ArcGIS Enterprise Named Users 5 Insights for ArcGIS Enterprise

#### **OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	4				
Number of Tier 1 Help Desk individuals authorized to call Esri					
Maximum number of sets of backup media, if requested**	2				
Self-Paced e-Learning	Uncapped				
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri far purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)					

\* Maintenance is not provided for these items

\*\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN. This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

#### Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)	
By:Authorized Signature	
Printed Name:	
Title:	
Date:	
CUSTOM	IER CONTACT INFORMATION
Contact:	Telephone:
Address:	Fax:
City, State, Postal Code:	E-mail:
Country:	

#### Quotation Number (if applicable): \_\_\_\_\_

....

# APPROVED AS TO FORM:

OKEP 7/31/18 Deputy City Attorney

## **1.0—ADDITIONAL DEFINITIONS**

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <u>http://www.esri.com/legal/software-license</u> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"**Product(s)**" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

#### 2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to

Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or thirdparty computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

#### 3.0—TERM, TERMINATION, AND EXPIRATION

- 3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.
- 3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.
- **3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.
- 3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.
- **3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on

agreement will be the day after the expiration date of this Agreement.

# 4.0—PRODUCT UPDATES

- 4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.
- 4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <a href="http://support.esri.com/en/content/">http://support.esri.com/en/content/</a> /productlifecycles. Updates for Products in the mature and retired phases may not be available.
  - Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <u>http://www.esri.com/legal</u>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

#### a. Tier 1 Support

- 1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
- 2. The Tier 1 Help Desk will be fully trained in the Products.
- 3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

- 4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
- 5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
- 6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

#### b. Tier 2 Support

- 1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
- 2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
- 3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- 4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
- 5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

#### 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

#### 7.0—Administrative Requirements

- 7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.
- 7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.
- 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

#### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the shipto address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30)

calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- **b.** The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

#### 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- **9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- **9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- **9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Environmental Systems Research Institute, Inc. 380 New York St Redlands, CA 92373-8100 Phone: 909-793-2853 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order. Quote is valid from: 08/02/2018 To: 10/31/2018

# Quotation # 20534089

Date: August 2, 2018

Customer # 112160 Contract #

City of Merced Public Works 678 W 18th St Merced, CA 95340

ATTENTION: Michael Machado PHONE: (209) 384-5789 FAX: (209) 723-1720

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 1	30,000.00	30,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 2	40,000.00	40,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 3	50,000.00	50,000.00
			Item Total:	120,000.00
			Subtotal:	120,000.00
			Sales Tax:	0.00
		Estimated Shipping & Handling	2 Day Delivery) :	0.00
		Contra	ct Pricing Adjust:	0.00
			Total:	\$120,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Heather Glock

Email: hglock@esri.com

Phone: 909-793-2853 x8948

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/legla/supplemental-terms-and-conditions apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076

This offer is limited to the terms and conditaons incorporated and attached herein.



# SOLE SOURCE LETTER Environmental Systems Research Institute, Inc. (Esri) 380 New York Street Redlands, CA 92373 Telephone: 909-793-2853, Ext. 1-1990 Email: jricks@esri.com

DATE: July 26, 2018

TO: City of Merced

FROM: Jackie Ricks, Esri Contracts and Legal Services

**RE:** Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri<sup>®</sup> software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

Jackie Ricks Contract Coordinator



Contracts & Legal Services Dept. 380 New York Street Redlands, CA 92373 Voice 909.793.2853 Ext. 1-1990 jricks@esri.com



# ADMINISTRATIVE REPORT

# Agenda Item I.14.

# Meeting Date: 9/4/2018

Report Prepared by: Wally Broughton, Acting Public Works Manager - Operations

**SUBJECT:** Authorization to Purchase Two New Way Sidewinder Refuse Trucks for \$569,478.82, One Articulating Telescopic Aerial Bucket Truck for \$155,245.61 and Five Chevrolet Silverado 2500 HD Trucks for \$199,441.40 and to Waive the Competitive Bidding Requirements to Allow the Purchase to be Made Through Cooperative Purchasing Agreements with Sourcewell (formerly known as the National Joint Powers Alliance [NJPA])

# **REPORT IN BRIEF**

Considers authorizing the purchase of the following replacement vehicles for the Public Works Department: two New Way Sidewinders refuse trucks for \$569,478.82 from Ruckstell California Sales, Inc., one Articulating Telescopic Aerial Bucket Truck from Altec, Inc. for \$155,245.61 and Five Chevrolet Silverado 2500 HD Trucks for \$199,441.40 from the National Auto Fleet Group and to Waive the Competitive Bidding Requirements to Allow the Purchase to be Made Through Cooperative Purchasing Agreements with Sourcewell (formerly known as the NJPA).

# RECOMMENDATION

City Council - Adopt a motion:

A. Approving the purchase of two New Way Sidewinder refuse trucks, one articulating telescopic aerial bucket truck and five Chevrolet Silverado 2500 HD work trucks; and,

B. Waiving the City's competitive bidding requirement and authorizing the purchases to be made with cooperative purchase agreements with various vendors through Sourcewell, a government procurement program; and,

C. Authorizing the City Manager or Assistant City Manager to execute any necessary documents for the purchases specified above.

# 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

Merced City Charter, Section 200. Municipal Code Section 3.04.210 - Exemptions from competitive bidding.

# **CITY COUNCIL PRIORITIES**

The purchase of replacement vehicles support the critical operations performed by the City's Public Works departments.

# DISCUSSION

Staff is requesting authorization to purchase several fleet vehicles that ten or more years old and have exceeded their useful life. The vehicles sought to be purchased include two refuse trucks, a specialized traffic signal vehicle, and five work trucks for the Water Division. All vehicles requested for purchase in this report will meet the California Air Resources Board (CARB) Tier IV final clean air vehicle pollution rating. A breakdown of the purchase is as follows:

Unit#	Yr	Existing Fleet Vehicle	Replacement Vehicle	Department	Budget Amt.	New Veh #	Vendor	Sourcewell Cost
Replacements								
E-1144	2008	Ford F-560	F-650 Bucket Truck	Streets	\$ 175,000.00	R-1493	Allec	\$155,245.61
E-1122	2006	Peterbilt	Newway Sidewinder	Refuse	\$ 295,500.00	E-1509	Ruckstell	\$284,739.41
E-1186	2006	Peterbilt	Newway Sidewinder	Refuse	\$ 295,500.00	E-1510	Ruckstell	\$284,739.41
W-1118	2008	Ford F-350	Chevy 3/4 ton utility body	Water Dept	\$ 41,000.00	W- <b>1</b> 511	National Auto Fleet Group	\$39,888.28
W-1119	2007	Ford F-150	Chevy 3/4 ton utility body	Water Dept	\$ 41,000.00	W-1512	National Auto Fleet Group	\$39,888.28
W-1203	2008	F-150	Chevy 3/4 ton utility body	Water Dept	\$ 41,000.00	W-1514	National Auto Fleet Group	\$39,888.28
<b>W-12</b> 04	2008	Ford F-150	Chevy 3/4 ton utility body	Water Dept	\$ 41,000.00	W- <b>1</b> 515	National Auto Fleet Group	\$39,888.28
W-1042	2006	Ford F-250	Chevy 3/4 ton utility body	Water Dept	\$ 41,000.00	E-1516	National Auto Fleet Group	\$39,888.28

Section 3.04.210 of the Merced Municipal Code provides that the City Council can approve a waiver of the City's competitive bidding requirements when such purchases are made pursuant to cooperative purchasing in conjunction with other governmental entities. The Public Works Department, Fleet Services Division, is requesting authorization to waive the competitive bidding requirement for the vehicle purchases which will allow the purchases to be made utilizing the nationwide government procurement service Sourcewell, which was formerly known as the NJPA. The City has been a member of the NJPA municipal contracting agency for many years and has made numerous successful purchases of equipment and vehicles by utilizing NJPA competitive bid pricing. In June 2018, as part of their new marketing strategy, the NJPA changed their name to Sourcewell. The City's membership with this agency was unaffected by the name change.

Buying these vehicles directly through these outside programs requires waiving the City's competitive bid requirements. In addition to cost savings, purchasing directly from these government programs allows the city to standardize equipment, which is a desire of the Fleet Services Division. With standardized equipment, Fleet Services will have the ability to reduce parts inventory, ensure the vehicle controls, handling, and maneuvering are the same for vehicles that are currently being used by City employees. The vehicles requested in this report will be the same make and model as other akin City equipment.

Recently, the City began a pilot program to refurbish refuse vehicles. This program achieves replacement savings for vehicles that meeting California Air Resources Board (CARB) Tier IV final clean air vehicle pollution rating, but have other functional deficiencies. The two refuse trucks scheduled to be replaces do not meeting CARB Tier IV ratings. Should the refurbish method be used for these replacements, cost savings would not be achieved due to the need of complete engine replacements.

# IMPACT ON CITY RESOURCES

The purchase of these vehicles was included in the FY 18/19 adopted budget; no appropriation of fund is needed.

# ATTACHMENTS

- 1. Approved Vehicle Purchases-Cost Analysis
- 2. Ruckstell Quote
- 3. Altec Quote
- 4. Sourcewell Quote
- 5. Sourcewell Agreement

Unit #	Make/Model	Replace with Model	Department	Budget Amt.	New Veh #	Vendor	Soι	rcewell Cost
Replacements								
E-1144	Ford F-550	Altec Model AT37G	Streets	\$ 175,000.00	R-1493	Altec	\$	155,245.61
E-1070	Peterbilt	7400 International	Refuse	\$ 165,000.00	E-1508	Ruckstell	\$	147,977.60
E-1029	Peterbilt	7400 International	Refuse	\$165,000.00	E-1507	Ruckstell	\$	147,977.60
E-1122	Peterbilt	Newway Sidewinder	Refuse	\$ 295,500.00	E-1509	Ruckstell	\$	284,739.41
E-1186	Peterbilt	Newway Sidewinder	Refuse	\$ 295,500.00	E-1510	Ruckstell	\$	284,739.41
W-1118	Ford F-350	SWD 3/4 ton utility body	Water Dept	\$ 41,000.00	W-1511	National Auto Fleet Group	\$	39,888.28
W-1119	Ford F-150	SWD 3/4 ton utility body	Water Dept	\$ 41,000.00	W-1512	National Auto Fleet Group	\$	39,888.28
W-1203	F-150	SWD 3/4 ton utility body	Water Dept	\$ 41,000.00	W-1514	National Auto Fleet Group	\$	39,888.28
W-1204	Ford F-150	SWD 3/4 ton utility body	Water Dept	\$ 41,000.00	W-1515	National Auto Fleet Group	\$	39,888.28
W-1042	Ford F-250	SWD 3/4 ton utility body	Water Dept	\$ 41,000.00	E-1516	National Auto Fleet Group	\$	39,888.28



Fresno, CA 93778

# **Estimate**

Date	Estimate #
6/13/2018	03241

Name / Address

City of Merced 678 W. 18th Merced, CA 95340

		Rep	Requeste	d by:	FOB	P.O. No.
		EI	WALL	Y	MERCED	
Item	Description		Qty		Cost	Total
Equipment Equipment Freight	31 YARD NEWAY SIDEWINDER AUTOMATED W / THE FOLLOWING OPTIONS MOUNTED ON PETERBILT FRONT MOUNT, TANDEM VANE PUMP HALOGEN MID-BODY BACK-UP LIGHTS (2) HALOGEN BACK-UP LIGHTS ON TAILGATE (2 HALOGEN WORK LIGHTS (1 LIGHT IN HOPPE LIGHT CURBSIDE TOWARD ARM) INTEGRATED STROBE LIGHT PACKAGE SYST ROUND LIGHTS MOUNTED UPPER TAILGATE UPPER LIGHT BAR WITH (2) STOP / TAIL (ST. ELECTRONIC FILTER BY-PASS INDICATOR IN ARM CONTROL JOYSTICK ON COUNSEL ARM CONTROLS ROCKER SWITCHES UNDER SHOVEL / BROOM RACK PRE-CRUSHER PANEL HOPPER ACCESS LADDER 2-YEAR CYLINDER WARRANTY 1-YEAR BODY WARRANTY 1-YEAR ARM WARRANTY 1-YEAR HYDRAULIC WARRANTY 2019 520 PETERBILT R/H DRIVE (INCLUDING Shipping	A 2019 520 P) R AND 1 EM - 2 ANDARD ) CAB SEAT	1P 1		125,145.99 132,350.00 6,000.00	125,145.997 132,350.007 6,000.00
Thank you for you	ar business.		Sub	total		
			Sale	Sales Tax (8.25%)		
			Tot	tal		

Signature

Phone #         559-233-3277         Fax #         559-233-9844         E-mail         info@ruckstell.com		Phone #	559-233-3277	Fax #	559-233-9844	E-mail	info@ruckstell.com
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Fresno, CA 93778

# **Estimate**

Date	Estimate #
6/13/2018	03241

Name / Address

City of Merced 678 W. 18th Merced, CA 95340

		Rep	Requeste	d by:	FOB	P.O. No.
		EI	WALL	Y	MERCED	
Item	Description		Qty		Cost	Total
	THIS IS YOUR APPROVED NJPA PRICING					
Thank you for your bu	siness.		Sub	total		\$263,495.99
we would expect the to	date of estimate. This estimate is not a contract or otal price to complete the work stated above, based u	upon our initial	Sale	s Ta	x (8.25%)	\$21,243.42
	al parts and/or labor are required, we will inform yo ork. A signed estimate is required prior to beginnin		<b>Total</b> \$284,73		\$284,739.41	

Signature

Phone #         559-233-3277         Fax #         559-233-9844         E-mail         info@r	
---	--



July 30, 2018 Our 89th Year

#### <u>Ship To:</u>

CITY OF MERCED 1776 GROGAN AVE Merced, CA 95340 US

Attn: Phone: 209-385-6801 Email:

# Altec Quotation Number:440743 - 3Account Manager:Don HildebrandtTechnical Sales Rep:Rhawnie Kraak

<u>Item</u>

#### **Description**

#### <u>Unit</u>

- 1. ALTEC Model AT37G telescoping/articulating continuous rotation aerial device with an insulating articulating arm, insulating telescopic upper boom, and the patented ISO-Grip insulating system at the boom tip. Includes the following features:
  - A. Ground to bottom of platform height: 37.8 feet
  - B. Working height: 42.8 feet
  - **C.** Maximum reach to edge of platform. Side Mounted Platform: 26.6 feet. End Mounted Platform: 28.3 feet (at 14.4 foot platform height).
  - D. Telescopic boom extension: 9 feet 8 inches
  - E. Continuous rotation
  - F. Insulating Aerial Device, ANSI Category C, 46kV and Below
  - **G.** Articulating Arm: Articulation is from -7 to 90 degrees. Insulator provides 12 inches of isolation.
  - **H.** Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.
  - I. Telescoping upper boom: Articulation is from -25 to 75 degrees.
  - J. Master/ Slave Leveling: Platform automatically maintains level during boom articulation through a lifetime master/slave hydraulic leveling system that requires no major preventive maintenance.
  - **K.** The INSULATING UPPER CONTROL SYSTEM includes a single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers.
  - L. One set of tool outlets at the platform providing up to 5 gpm of flow for open center tools
  - **M.** Hydraulic System: Open center system operating at 5gpm and 2,400 psi.
  - **N.** Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion.
  - **O.** Structural Warranty all of the following applicable major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You

Bill To: CITY OF MERCED 1776 GROGAN AVE Merced, CA 95340 United States

Price

1

Qty

Page 1 of 10



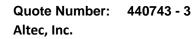
<u>ltem</u>	Description	<u>Qty</u>	Price
	P. Manuals: Two (2) operator and Maintenance/Parts manuals		
2.	AT37G Unit Model	1	
3.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms and platform. Secondary Stowage & Start/Stop is activated with an air plunger at the platform and switch at the lower control station.	1	
4.	Post style pedestal mounting *Pedestal to be 3" over standard (or 17.125")	1	
5.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1	
6.	Platform leveling at lower controls	1	
7.	Platform Configuration Walk-In, Single One-Man, End Mounted, with bracket 24"x30"x42" 180 Degree Rotator	1	
8.	Custom Platform Step *No Steps - Walk-in Platform	1	
9.	254 Platform Cover - foam filled vinyl (24 x 30) for single, one-man, fiberglass platform. Included Altec A logo.	1	
10.	Platform Capacity, 400LBS.	1	
11.	Altec Patented ISO-Grip Insulating 4 Function, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Forward/back operates upper boom in/out, tiller operates rotation CW/CCW, up/down operates lower boom up/down, and twist operates articulating arm up/down. Platform leveling is controlled with a separate interlocked control handle.	1	
12.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
13.	Powder coat unit Altec White.	1	
14.	Additional Unit Option Run air to platform; air supplied from VMAC Underhood Compressor - With Quick Disconnects	1	
15.	Additional Unit Option Light Brackets: Two (2) for Strobes - one each side of articulating arm One (1) for Golight - bottom of lower boom ENG REF: Lights.pdf in Teamcenter	2	
16.	Additional Unit Option Add larger slip ring(s) for three lights installed above rotation	1	
	Unit & Hydraulic Acc.		
17.	HVI-22 Hydraulic Oil (Standard).	32	
18.	Standard Pump For PTO	1	
	We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You		Page 2



<u>ltem</u>	Description	<u>Qty</u>	<u>Price</u>
19.	Hot shift PTO for automatic transmission	1	
20.	360 Polyurethane tool tray (19 x 8 x 8), includes brackets for attaching to platform.	1	
	Body		
21.	Altec Body	1	
22.	Steel Body	1	
23.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	
	<ul> <li>A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.</li> <li>B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.</li> <li>C. Heavy-Gauge Welded Steel Frame Construction.</li> <li>D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.</li> <li>E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.</li> <li>F. Steel Treated For Improved Primer Bond And Rust Resistance.</li> <li>G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.</li> <li>H. B-Line Channel Installed In Compartments</li> </ul>		
24.	Smooth Galvanneal Steel Floor	1	
25.	Low-Side General Service (LGS)	1	
26.	Finish Paint Body Altec White (Applies To Steel And Aluminum)	1	
27.	Undercoat Body	1	
28.	108" Estimated Body Length (Engineering To Determine Final Length)	1	
29.	94" Body Width	1	
30.	40" Body Compartment Height	1	
31.	20" Body Compartment Depth	1	
32.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
33.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings	6	
34.	Stainless Steel Rotary Paddle Latches With Keyed Locks	6	
35.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
36.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	6	
37.	Chains On All Horizontal Doors	1	
38.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
	We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You		Page 3 c



<u>ltem</u>	Description	<u>Qty</u>	<u>Price</u>
39.	1st Horizontal (SS) - Fixed Shelf With Removable Dividers On 8 Inch Centers Centered	1	
40.	Rear Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	4	
41.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	4	
42.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 8" Centers	1	
43.	Rear Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
44.	Body Frame Designed For ATG Subbase	1	
45.	Flip-Top Lid Installed Curbside (Includes Full Set Of Adjustable Dividers) Ensure 4" clearance height for tools - Treadplate Lid, Extending Full length of Curbside Compartments - Hinged Inboard; Open from Curbside	1	
46.	36" L Steel Tailshelf, Width To Match Body	1	
47.	Steel Cross Storage Located Between Tailshelf Floor And Top Of Chassis Frame Rail, With Drop Down Doors And Keyed Latches On Streetside And Curbside, As Wide As Possible	1	
48.	Smooth Galvanneal Steel Tailshelf	1	
	Body and Chassis Accessories		
49.	ICC Underride Protection	1	
50.	Custom Towing Device Class V Receiver	1	
51.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1	
52.	Front Torsion Bar Installed On Chassis	1	
53.	Rear Torsion Bar Installed On Chassis	1	
54.	Appropriate counterweight added for stability.	1	
55.	Cable Step Installed At Rear, Double Step with Rigid Top Step	1	
56.	Platform Rest, Rigid with Rubber Tube	1	
57.	Boom Rest for a Telescopic Unit	1	
58.	Mud Flap Without Altec Logo (Pair) install as close as possible to the rear wheels.	1	
59.	Wheel Chocks, Rubber, 9.75'' L x 7.75'' W x 5.00'' H, with 4'' L Metal Hairpin Style Handle (Pair) Shipped Loose	1	
60.	U-Shaped Grab Handle	1	
61.	Slope Indicator Assembly For Machine Without Outriggers	1	
62.	Fold Over, Post Style Cone Holder (Holds up to four 15"x15" large cones) Mounted on	1	
	We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You		Page 4 o





<u>ltem</u>	Description	<u>Qty</u>	<u>Price</u>
	Streetside of Tailshelf		
63.	Custom Air Compressor VMAC Underhood Air Compressor System VR70 Including: - Two (2) 200 Hour Service Kits - One (1) 400 Hour Service Kit - 30-40 PSI & 70 CFM (as recommended for intended use) - Aftercooler & Filter - mounted to bulkhead	1	
64.	Custom Air Compressor Accessories Pneumatic Air: - One (1) 1" connection front of chassis, curbside with ball value for on/off operation - One (1) 3/8" quick disconnect at rear of tailshelf	1	
65.	Triangular Reflector Kit, Shipped Loose	1	
66.	Custom Safety Equipment Abatix - EZ-Stop Shock Absorbing Lanyard, 3ft, Shipped Loose	1	
67.	Soft Vinyl Lanyard Pouch	1	
68.	Vinyl manual pouch for storage of all operator and parts manuals	1	
69.	Additional Body/Chassis Accessory -Streetside pole rack -Mounted to top of compartments -Two "cradle" poles - front cradle to be fixed height (18.5") - adjustable width for 4"-10" diameter poles - middle cradle - spaced evenly between front and rear cradle - rear cradle to be fixed height (5.5" to center of rear roller) and adjustable width for 4"-13" diameter poles -Nylon rollers on cradles for easy storage -Ratchet strap system for tie-down ENG REF: Ratchet.pdf in Teamcenter Ensure poles clear chassis door by a minimum of 2"	1	
	Electrical Accessories		
70.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
71.	Custom Strobe Light Whelen L31HAFCA - Mounted on bracket on each side of articulating arm - Hard wired in cab, battery hot	2	
72.	6-Position Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Oval Lights On Body Sides, Two (2) Round Lights At Rear	1	
73.	Directional Light Bar, Amber, LED, 51" Long Recessed in Tailshelf	1	
74.	Remote Spot Light, LED, Permanent Mount with Wireless Dash Mounted Controls and Programmable Wireless Remote Installed on bracket on articulating arm	1	
75.	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio	1	
	We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You		Page 5 c



<b>RAtec</b>	
ltem	

<u>ltem</u>	Description	Qty	<u>Price</u>
	<ul> <li>A. 7" Color LCD Monitor With LED Backlighting And Proximity Indicators</li> <li>B. 2 Inputs With Independent Triggers</li> <li>C. Heated Infrared Camera With Day/Night Sensor And Audio</li> <li>D. Mirror/Normal View</li> <li>E. IP68 Rated</li> <li>F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical)</li> <li>G. 20 Meter Cable Assembly</li> </ul>		
76.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
77.	7-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
78.	Ford Upfitter Switches (Supplied With Chassis)	1	
79.	Inverter, 3000 Watt, Pure Sine Wave, 120 VAC (Sensata #12/3000N) Curbside 1st Vert on Inverter Shelf, Next to Batteries ENG REF: Inverter-Batteries	1	
80.	Deep Cycle Auxiliary Battery For Vented Applications (Group 31)	2	
81.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure (1) Rear Curbside Tailshelf (1) Curbside Bin wall - forward facing	2	
	- Both Recessed		
82.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
83.	Install secondary stowage system.	1	
84.	PTO Indicator Light Installed In Cab	1	
	Finishing Details		
85.	Powder Coat Unit Altec White	1	
86.	Finish Paint Body Accessories Above Body Floor Altec White	1	
87.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
88.	Heavy Duty Cargo Coating, Rhino, Cargo Area Floor and Tailshelf - or Armorthane - Include Curbside Compartment Top	1	
89.	English Safety And Instructional Decals	1	
90.	Vehicle Height Placard - Installed In Cab	1	



<u>ltem</u>	Description	<u>Qty</u>	Price
91.	Placard, HVI-22 Hydraulic Oil	1	
92.	Dielectric test unit according to ANSI requirements. *Non-Insulating Unit - Dielectric Test Not Necessary	1	
93.	Pre-delivery / Customer Validation Inspection Required	1	
94.	Stability test unit according to ANSI requirements.	1	
95.	Non-Focus Factory Build	1	
96.	Delivery Of Completed Unit	1	
97.	Inbound Freight	1	
98.	Additional Finishing Detail CA Smog Certificate	1	
99.	AT37G FA Installation	1	
	<u>Chassis</u>		
100.	Chassis	1	
101.	Altec Supplied Chassis	1	
102.	2019 Model Year	1	
103.	Ford F550	1	
104.	4x2	1	
105.	60 Clear CA (Round To Next Whole Number)	1	
106.	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1	
107.	Chassis Cab	1	
108.	XL Trim Package	1	
109.	Chassis Color - White	1	
110.	Chassis Wheelbase Length - 168 inch	1	
111.	Ford Gas 6.8L	1	
112.	Ford Torqshift 6-Speed (6R140) Automatic Transmission (w/PTO Provision)	1	
113.	GVWR 19,500 LBS	1	
114.	6,500 LBS Front GAWR	1	
115.	14,706 LBS Rear GAWR	1	
116.	225/70R19.5 Front Tire	1	
117.	225/70R19.5 Rear Tire	1	
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<u>ltem</u>	Description	Qty	<u>Price</u>
118.	Hydraulic Brakes	1	
119.	Park Brake In Rear Wheels	1	
120.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
121.	No Idle Engine Shut-Down Required	1	
122.	50-State Emissions	1	
123.	Ford 40 Gallon Fuel Tank (Rear)	1	
124.	AM/FM Radio	1	
125.	Keyless Entry	1	
126.	Power Door Locks	1	
127.	Power Windows	1	
128.	Running Boards (Supplied By Chassis OEM)	1	
129.	Other Seat Options Cloth - 40/Mini Console/40	1	
	Additional Pricing		
130.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
131.	Documentation Fees	1	

	SUB-TOTAL FOR UNIT/BODY/CHASSIS:	\$143,018.35
	Doc & Admin Fees:	\$100.00
	Estimated Sales Tax:	\$11,807.26
	Delivery to Customer:	\$320.00
	TOTAL FOR UNIT/BODY/CHASSIS:	\$155,245.61
Altec Industries, Inc.	-	

ΒY

Rhawnie Kraak

Notes:

Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You



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Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

Altec Extended Warranty Option:

Labor/Material/Expense for 1 Year. Price to be quoted

An Altec Extended Warranty is an extension of Altec's Limited Warranty, that protects you from the repair cost associated with defects of materials and workmanship beyond the first year of ownership.

A number of packages are available and can be quoted upon request.

Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

F.O.B. - Customer Site

Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

- Any payments made by credit card will incur a 3% convenience fee.
  - Delivery: 330 days after receipt of order PROVIDING:

A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.

- B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
- C. Customer approval drawings are returned by requested date.
- D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.

E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but is not limited to tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

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Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

- 9 This quotation is valid until SEP 13, 2018. After this date, please contact Altec Industries, Inc. for a possible extension.
- 10 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 11 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.
- 12 Please direct all questions to Don Hildebrandt at (707) 678-0800



7/24/2018

QuoteID: 7692 Order Cut Off Date: TBA

Mr Wallace Broughton City of Merced

1776 Grogan Ave

Merced, California, 95341

Dear Wallace Broughton,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (2019 Chevrolet Silverado 2500HD (CC25953) 2WD Double Cab 158.1" Work Truck 8.1' Box, Harbor 8' Trademaster Service Body & Ladder Rack) and delivered to your specified location, each for

	One Unit
Contract Price	\$27,679.22
Harbor 8' Trademaster Service Body & Ladder Rack	\$9,161.00
Tax (8.2500 %)	\$3,039.32
Tire fee	\$8.75
Total	\$39,888.28

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Quoting Department

Account Manager

(855) 289-6572

275

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper Account Manager Email: Fleet@NationalAutoFleetGroup.com Office: (855) 289-6572 Fax: (831) 480-8497

CHEVROLET







Fleet@NationalAutoFleetGroup.com





GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

Mail: National Auto Fleet Group 490 Auto Center Drive Watsonville, CA 95076

Email: <u>Fleet@nationalautofleetgroup.com</u>

We will then send a W-9 if you need one

Please contact our main office with any questions: 1-855-289-6572

# Vehicle Configuration Options

# **Sales Quote**

Page 1 of 1

255 Voyager Ave Brea, CA 92821 Phone: 714-996-0411 Fax: 714-996-0695

Sales Quote Sales Quote Date: Inside Sales Rep.: Kimbe

SQ15047 7/24/2018 Kimberly Bellamy

DEALER # 1330 W.	MAIN ST. RA, CA 91801	Ship To: CITY OF MERCED 1776 GROGAN AVE MERCED, CA 95341	
Tax Ident. Type Ship Via Terms Location	Legal Entity 2% 10 Days, Net 30 BREA	Customer ID SalesPerson VIN	FLW01 JENNIFER
Territory	REGION 1		

Harbor Truck Bodies is Not Held Responsible for any items not listed on this order/quote.

Pricing on quote is valid 30 days from sales quote date.

item No.	Description	Exp. Notes	Unit	Qty.	Unit Price	Net Price
CHEV-056-E-SRW	CHEVY 56" CA EXTENDED CAB SRW GAS-		EACH	1		
HT098-1541A	8-FT TRADEMASTER FOR 56CA SRW.		EACH	1	4,912.60	4,912.60
	VERTICAL SERIES-C/S & S/S W/STAINLESS					
	STEEL POP TOP LIDS. BODY IS APPROX 98"L, 79"W, 49" FLOOR, 41"H, 15"D					
	COMPARTMENTS					
Y08AWHITE	Painted White		EACH	1		
MBL08	BED LINER FOR 8-FT BODY (COVERS BED		EACH	1	682.50	682.50
	AREA, BACK WRAPPERS, BULKHEAD, &		Eneri		002.50	002.50
	TAILGATE)					
RKTFL098-1541-E	8-FT TAPERED-LEG SIDE-LOADER OVER-CAB		EACH	1	1,041.60	1,041.60
	RACK W/ HOOKS, SWING AWAY BAR AND					
	REMOVABLE REAR BAR					
Z08-GM/BRUL79-08-	MOUNT U-RECESS BUMPER W/ 8" STEP &		EACH	1	125.30	125.30
LED MREC-IV-42	LED LIGHTS					
WIREC-IV-42	RECEIVER, CLASS IV FOR BODY. 2" TUBE.		EACH	1	364.00	364.00
	10,000LB CAPACITY. (USE WITH 42" WIDE FRAME)					
M7PRONG	7 PRONG TRAILER CONNECTOR (POLLAK)		EACH	1	144.20	144.20
MBCK-UP-GM-5F9	AFTERMARKET BACK UP CAMERA FOR GM		EACH	1	209.30	209.30
	W/ 5F9 PROVISION (MBCK-UP-GM-5F9)					
SURCHARGE	SURCHARGE DUE TO STEEL & ALUMINUM		EACH	1	375.00	375.00
	COST INCREASE					
RK55	SHIELD, REAR CAB EXPANDED METAL WITH		EACH	1	556.50	556.50
	STEEL FRAME					
MPDI FUEL CHARGE	PDI FOR NEW VEHICLE		EACH	1	225.00	225.00
FREIGHT	FUEL CHARGE		EACH	1	75.00	75.00
	Freight		EACH	1	450.00	450.00

Amount Exempt from Sales Tax 9,161.00 Authorized Signature Dealer VIN/VON	Date	Invoice Discount: Total Sales Tax	0.00
P.O.#		Total:	9,161.00

EMISSIC	EMISSIONS		
Code	Description		
FE9	EMISSIONS, FEDERAL REQUIREMENTS		
ENGINE			
Code	Description		
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI, E85-COMPATIBLE, FLEXFUEL, capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (STD)		
TRANS	IISSION		
Code	Description		
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED, with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)		
AXLE			
Code	Description		
GT5	REAR AXLE, 4.10 RATIO		
PREFER	RED EQUIPMENT GROUP		
Code	Description		
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP, includes standard equipment		
WHEELS	3		
Code	Description		
PYN	WHEELS, 17" (43.2 CM) STEEL, includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. (STD)		
TIRES			
Code	Description		
QHQ	TIRES, LT245/75R17E ALL-SEASON, BLACKWALL, (STD)		
SPARE 1	TIRE		
Code	Description		
ZHQ	TIRE, SPARE LT245/75R17E ALL-SEASON, BLACKWALL		
PAINT			
Code	Description		
GAZ	SUMMIT WHITE		
PAINT S	CHEME		
Code	Description		
ZY1	PAINT, SOLID		
SEAT TY	Ϋ́E		
Code	Description		

7/24/2018

Sell, service, and deliver letter

/24/2018	Sell, service, and deliver letter
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER RECLINE, with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)
SEAT TRI	M
Code	Description
H2Q	DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM
RADIO	
Code	Description
IOB	AUDIO SYSTEM, CHEVROLET INFOTAINMENT SYSTEM WITH 7" DIAGONAL COLOR TOUCH- SCREEN, AM/FM STEREO, with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones. (STD)
ADDITION	
Code	Description
PCM	WT FLEET CONVENIENCE PACKAGE (DOUBLE CAB ONLY), includes (AKO) tinted windows, (KI4) 110V outlet, (AQQ) Remote Keyless Entry and (A91) remote locking tailgate. Double Cab includes (DPN) outside heated power-adjustable vertical trailering mirrors. Crew Cab includes (DL8) outside, heated power-adjustable mirrors.
	CAPPED FUEL FILL
NZ4	WHEELS, 17" X 7.5" (43.2 CM X 19.1 CM) FULL-SIZE, STEEL SPARE.
9J4	BUMPER, REAR, DELETE
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL TRAILERING, UPPER GLASS, MANUAL-FOLDING AND EXTENDING, BLACK;, Includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass (convex glass is not heated and not power adjustable) and addition of auxiliary cargo lamp for backing up (helps to see trailer when backing up with a trailer) and amber auxiliary clearance lamp and includes (DD8) auto-dimming inside rearview mirror.
AKO	GLASS, DEEP-TINTED
AQQ	REMOTE KEYLESS ENTRY, Includes (A91) remote locking tailgate.)
KI4	POWER OUTLET, 110-VOLT AC
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING
C99	AIRBAG DEACTIVATION SWITCH, FRONTAL PASSENGER-SIDE
SFW	BACK-UP ALARM CALIBRATION, This calibration will allow installation of an aftermarket back up alarm.
5F9	REAR CAMERA CALIBRATIONS WITHOUT GUIDELINES, A calibration without guidelines will be flashed at the plant. Vehicle will not have a rear camera. Camera will be added by the upfitter.
BODY CC	DE
Code	Description
ZW9	PICKUP BOX, DELETE, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, spare tire delete and spare tire carrier delete.
GVWR	
Code	Description
GEH	GVWR, 9500 LBS. (4309 KG), (STD)

# 2019 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Double Cab 158.1" Work Truck 8.1' Box

# WINDOW STICKER

CODE	MODEL	MSRP
CC25953	2019 Chevrolet Silverado 2500HD 2WD Double Cab 158.1" Work Truck 8.1' Box	\$37,500.00
	OPTIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI, E85-COMPATIBLE, FLEXFUEL, capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (STD)	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED, with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP, includes standard equipment	\$0.00
PYN	WHEELS, 17" (43.2 CM) STEEL, includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. (STD)	\$0.00
QHQ	TIRES, LT245/75R17E ALL-SEASON, BLACKWALL, (STD)	\$0.00
ZHQ	TIRE, SPARE LT245/75R17E ALL-SEASON, BLACKWALL	\$335.00
GAZ	SUMMIT WHITE	\$0.00
ZY1	PAINT, SOLID	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER RECLINE, with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)	\$0.00
H2Q	DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM	\$0.00
IOB	AUDIO SYSTEM, CHEVROLET INFOTAINMENT SYSTEM WITH 7" DIAGONAL COLOR TOUCH- SCREEN, AM/FM STEREO, with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones. (STD)	\$0.00
PCM	WT FLEET CONVENIENCE PACKAGE (DOUBLE CAB ONLY), includes (AKO) tinted windows, (KI4) 110V outlet, (AQQ) Remote Keyless Entry and (A91) remote locking tailgate. Double Cab includes (DPN) outside heated power-adjustable vertical trailering mirrors. Crew Cab includes (DL8) outside, heated power-adjustable mirrors.	\$670.00
	CAPPED FUEL FILL	INC
NZ4	WHEELS, 17" X 7.5" (43.2 CM X 19.1 CM) FULL-SIZE, STEEL SPARE.	\$0.00
9J4	BUMPER, REAR, DELETE	INC
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL TRAILERING, UPPER GLASS, MANUAL-FOLDING AND EXTENDING, BLACK;, Includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass (convex glass is not heated and not power adjustable) and addition of auxiliary cargo lamp for backing up (helps to see trailer when backing up with a trailer) and amber auxiliary clearance lamp and includes (DD8) auto-dimming inside rearview mirror.	INC
AKO	GLASS, DEEP-TINTED	INC
AQQ	REMOTE KEYLESS ENTRY, Includes (A91) remote locking tailgate.)	INC
KI4	POWER OUTLET, 110-VOLT AC	INC

7/24/2018	Sell, service, and deliver letter	
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING	INC
C99	AIRBAG DEACTIVATION SWITCH, FRONTAL PASSENGER-SIDE	INC
SFW	BACK-UP ALARM CALIBRATION, This calibration will allow installation of an aftermarket back up alarm.	INC
5F9	REAR CAMERA CALIBRATIONS WITHOUT GUIDELINES, A calibration without guidelines will be flashed at the plant. Vehicle will not have a rear camera. Camera will be added by the upfitter.	\$50.00
ZW9	PICKUP BOX, DELETE, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, spare tire delete and spare tire carrier delete.	(\$675.00)
GEH	GVWR, 9500 LBS. (4309 KG), (STD)	\$0.00
	SUBTOTAL	\$37,880.00
	Advert/ Adjustments	\$0.00
	Manufacturer Destination Charge	\$1,495.00
	TOTAL PRICE	\$39,375.00
Est City: M Est Highwa Est Highwa		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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# Standard Equipment

#### MECHANICAL

Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (Does not include E85 capability with (ZW9) pickup box delete.)

Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)

Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)

Pickup box

GVWR, 9500 lbs. (4309 kg) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine. Not available with CK25943.)

Air cleaner, high-capacity

Differential, heavy-duty locking rear

Rear wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 150 amps

Trailer brake controller, integrated (Standard with (E63) pickup box. Available to order with (ZW9) pickup box delete.)

Frame, fully-boxed, hydroformed front section

Recovery hooks, front, frame-mounted, black

Trailering equipment Trailering hitch platform 2.5" with a 2.0" insert for HD, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector to hook up parking lamps, backup lamps, right and left turn signals, an electric brake lead, battery and a ground, The trailer connector also includes the 4-way for use on trailers without brakes - park, brake/turn lamps (Standard on Double Cab models with a pickup box and includes (JL1) integrated trailer brake controller. Included with (PCN) Silverado HD Custom on Crew Cab models. Not available with (ZW9) pickup box delete or (9J4) rear bumper delete.)

Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DuraLife brake rotors

Capless Fuel Fill (Gas engine only. Not available with (ZW9) pickup box delete.)

Exhaust, aluminized stainless-steel muffler and tailpipe

#### EXTERIOR

Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered

Tires, LT245/75R17E all-season, blackwall

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)

Bumper, front chrome

CornerStep, rear bumper (Requires (E63) pickup box.)

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https://www.nationalautofleetgroup.com/OrderRequest/SSDPrint/7692?ws=true&se=true&ssdType=BodyUpfitQuote

## Bumper, rear chrome with bumper CornerSteps (Requires (E63) pickup box.)

Grille, chrome with chrome mesh inserts

Grille surround, chrome

Headlamps, halogen projector-beam

Lamps, cargo area, cab mounted with switch on center switch bank

Mirrors, outside high-visibility vertical trailering, Black with manual folding and extension and lower convex spotter glass (Standard on Double Cab models. Included on Crew Cab models with (ANQ) Alaskan Snow Plow Special Edition. Not available with (PCM) WT Convenience Package.) (Standard on Double Cab models. Included on Crew Cab models with (ANQ) Alaskan Snow Plow Special Edition. Not available with (PCM) WT Fleet Convenience Package (Double Cab).)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection caps, top

Tailgate, locking, utilizes same key as ignition and door (Not available with (AQQ) Remote Keyless Entry.)

Tailgate, EZ-Lift and Lower (Standard and only available on Double Cab models. Deleted when (ZW9) pickup box delete is ordered.)

#### ENTERTAINMENT

Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-andscan and digital clock, includes Bluetooth streaming audio for music and select phones.

SiriusXM Radio, delete

6-speaker audio system

Bluetooth for phone, personal cell phone connectivity to vehicle audio system

## INTERIOR

Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)

Seat trim, Vinyl

Seat, rear full-width folding bench, 3-passenger (includes child seat top tether anchor) (Requires Double Cab models.)

Floor covering, Graphite-colored rubberized-vinyl

Steering column, manual Tilt-Wheel

Steering wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information

Windows, power with driver express up and down and express down on all other windows

Door locks, power

Cruise control, steering wheel-mounted

Air conditioning, single-zone

Assist handle, front passenger and driver on A-pillars

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Daytime Running Lamps with automatic exterior lamp control

Airbags Double Cab: Frontal Airbags- Driver single stage and Front Passenger dual-stage; Thorax side-impact, seat mounted, both driver and front passenger; roof-rail front and rear outboard seating positions; Passenger Sensing System - Infant only suppression for passenger and passenger seat belt reminder status displayed on overhead console (With (ZW9) pickup box delete on Double Cab you will get single-stage frontal and thorax side-impact, driver and front passenger, and roof-rail side-impact, front and rear outboard seating positions. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar, delete also deletes driver information center compass.

Rear Vision Camera (Removed when (ZW9) pickup box delete is ordered.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on your teen's driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

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June 6, 2018

The National Joint Powers Alliance (NJPA) will formally be known as Sourcewell beginning June 6, 2018.

The NJPA Board of Directors on May 15, 2018 voted to approve changing the organization's name to Sourcewell. Documentation has been formally submitted for Sourcewell to be registered and trademarked, both federally and in Minnesota, with the appropriate agencies.

Sourcewell has worked intentionally to mitigate the implications of this change to current and potential members, currently awarded vendors, and other existing partners. After June 6th, 2018, Sourcewell will maintain and continue to recognize the National Joint Powers Alliance name. Membership agreements, contracts, and agreements entered into with the National Joint Powers Alliance will remain valid and continue in effect without impact. This will ensure contractual continuity and safeguard any disruptions to engagement with Sourcewell. This includes membership, use of cooperative purchasing contracts, or other contractual engagements.

Sincerely

Marcus Miller General Counsel and Director of Government Relations

# STATE OF MINNESOTA COUNTY OF TODD

# RESOLUTION ESTABLISHING CORPORATE AND AGENCY NAME FOR REGION 5 SERVICE COOPERATIVE AS SOURCEWELL (F/K/A National Joint Powers Alliance)

# Resolution No. 2018-07

WHEREAS, the Board of Directors previously authorized and directed staff undertake all actions necessary and sufficient to "rebrand" Region 5 Service Cooperative; and

WHEREAS, after careful study and consideration, the name Sourcewell was chosen as the legal, organizational, and agency name for Region 5 Service Cooperative; and

WHEREAS, the organizational bylaws were duly adopted, ratified and approved and became effective as of the May 2018 Board of Directors meeting; and

WHEREAS, Article 1, Section 1 of said bylaws establishes Sourcewell as the legal organizational name for Region 5 Service Cooperative; and

WHEREAS, Minnesota Statutes, § 123A.21 provides that the "care, management, and control" of Region 5 Service Cooperative is vested in its Board of Directors, including the power and authority to establish the legal name of the organization.

NOW THEREFORE BE IT RESOLVED by the Board of Directors as follows:

- 1. The name National Joint Powers Alliance is replaced and the legal, organizational, and agency name of Region 5 Service Cooperative is Sourcewell.
- 2. The official and effective date of this change is June 6, 2018.
- 3. All prior contracts and other legal obligations established or incurred under the name National Joint Powers Alliance remain in full force and effect.
- 4. All contracts or other legal obligations undertaken on and after June 6, 2018 shall be executed and performed in the name Sourcewell.
- 5. This Resolution is effective upon signature and shall henceforth serve as sufficient and official proof and evidence of the legal, organizational and agency name for Region 5 Service Cooperative.

6. The Executive Director, or his designee, is authorized and directed to provide copies of this resolution to third parties as requested or required and to affix the same to legal documents when necessary.

Chairperson, Sourcewell Board of Directors

ATTEST:

**Clerk to the Board of Directors** 



## **ADMINISTRATIVE REPORT**

## Agenda Item I.15.

Meeting Date: 9/4/2018

Report Prepared by: Ken F. Elwin, PE, Director of Public Works

**SUBJECT:** Fourth Amendment to Professional Services Agreement with Stantec Consulting Services, Inc., for the City of Merced Wastewater Collection System (Sewer) Master Plan Update

## **REPORT IN BRIEF**

Consider approving a fourth amendment to an agreement with Stantec Consulting Services, Inc., for additional CEQA/EIR related efforts, updates to the Wastewater Collection System Master Plan, including additional stakeholder and staff input on the draft plan as well as further specific task evaluation(s).

## RECOMMENDATION

**City Council** - Adopt a motion approving a fourth amendment to professional services agreement with Stantec Consulting Services, Inc., in the amount of \$130,400 for the City of Merced Sewer Master Plan Update; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

## ALTERNATIVES

1. Approve, as recommended by staff; or,

2. Approve, subject to conditions other than recommended by staff (identify specific findings and/or conditions amended to be addressed in the motion); or,

3. Deny; or,

4. Refer to staff for reconsideration of specific items (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 et seq.

Services with an estimated value greater than \$31,000.00 are made by written contract in accordance with Merced Municipal Code, Title 3 - Revenue and Finance, Chapter 3.04.

## CITY COUNCIL PRIORITIES

As provided for in the Fiscal Year 2018/2019 Adopted Budget.

## DISCUSSION

In April 2013, the City of Merced (City) authorized Stantec Consulting Services, Inc. (Stantec) to prepare an update to the City's 2007 Draft Sewer Master Plan. The scope of that effort included the

## File #: 18-394

following major tasks:

- 1. Update New Land Use Assumptions (2030 Vision General Plan) and Wastewater Flows;
- 2. Assess Available Capacity in Sewers;
- 3. Determine Sewer System Needs at General Plan Buildout;
- 4. Develop Interim Service Plan;
- 5. Develop Sewer Repair and Replacement Program;
- 6. Develop Industrial Waste Acceptance Decision Matrix;
- 7. Project Meetings;
- 8. Prepare Draft and Final Master Plan Report; and,
- 9. Project Management and Administration.

Amendment No. 1 also placed on hold the following tasks as originally described in the Agreement:

- Develop Sewer Repair and Replacement Program Task 5
- Prepare Draft and Final Master Plan Report Task 8

Funding for the modifications to Tasks 3, 4, 6, 7 and 9 was made available through Amendment No. 1, by reducing the authorized budgets for Task 5 and 8, which were placed on hold. The end result of Amendment No. 1 was no net increase or decrease in the originally authorized budget (\$112,000).

Amendment No. 2 provided for finalizing the Sewer Master Plan, as well as additional tasks requested by City staff. With regards to the additional tasks in Amendment No.2, there are two that should be highlighted that deals with (1) the coordination and review of satellite pretreatment facilities engineering evaluation, and (2) the associated CEQA Environmental documentation.

Amendment No. 3 included modifications to some of the existing approved tasks, as well as additional tasks, including an evaluation of satellite treatment plants, an evaluation of the potential expansion of the Wastewater Treatment Facility (WWTF), including an opinion of potential cost, and looking at financing options for the implementation of the recommendations in the final Draft Sewer Master Plan.

This amendment includes additional effort for field studies in support of a project specific evaluation of specific potential construction impacts with regards to Plan A. It was determined that this Plan has enough specificity and detail to be evaluated at a project specific level. Stantec will prepare the EIR at a program level to accommodate uncertainties with plan implementation (such as operational conditions and future connections), but where project level details exist, Project level analysis will be completed for components where such detail has been developed. This modification will require additional consideration for specific construction impacts and require additional surveys. In this Amendment No. 4, the additional costs are reflected in Tasks 15 through 20. The aforementioned has been an upgrade to the previous programmatic level EIR scope to a more program/project specific scope hybrid.

In addition, this Amendment requests consideration to authorize the budgets for tasks associated with CEQA document development and preparation to be adjusted for current rates schedules. This work (Tasks 15 through 20) was originally authorized by Amendment No. 2 in 2015, however, that work has been on hold since that time pending completion of the WCS Master Plan. This is reflected

in Tasks 15 through 20 of this Amendment No. 4.

This amendment also seeks to cover the additional cost due to scope creep of the previously approved amendments and includes additional evaluation of a satellite treatment facility and additional stakeholder meetings as well as additional City Council workshops regarding input to the draft plan.

Development of cost estimates for the two WWTRF location options added to the report with this Amendment (no. 4), including various tabulations summarizing facilities the two options would have in common and facilities unique to each.

Updates to the previously developed system hydraulic model to address comments provided by both City staff and stakeholders. Update of previously developed simulation scenarios.

Additional effort required for preparation of a second draft report (Final Draft Master Plan), which included among others, the addition of three additional sections and an executive summary section, as well as, changing the name of "Sewer Master Plan" to the "Wastewater Collection System (WCS) Master Plan".

The City has prepared and approved to form the amendment to professional services agreement and it is signed by the consultant (Attachment 1).

## History and Past Actions

The Sewer Master Plan is designed to evaluate and help the City plan and expand its wastewater collection sewer system to meet the needs of its growing population.

As part of a prior contract, Stantec Consulting Services, Inc., previously known as ECO:LOGIC, was hired to update the North Merced Sewer Master Plan. Later, amendments to the contract added work for the South Merced Sewer Master Plan, and subsequently to develop a comprehensive Merced Sewer Master Plan based on the existing 2015 SUDP/SOI.

During 2006-2007, new development boundaries were being proposed as part of the General Plan Update. As a result of the uncertainty of the SUDP/SOI boundary during the General Plan evolution, it was decided to postpone the finalization of Sewer Master Plan since it was directly tied to the City's overall growth boundary. Subsequently, a 2007 Draft Sewer Master Plan was prepared by the Consultant based on the wastewater system analysis up to that point. It was the intent that once the Merced Vision 2030 General Plan was adopted, the Draft Sewer Master Plan would be finalized and submitted for formal adoption by the City Council.

With the adoption of the City's Merced Vision 2030 General Plan, it was decided that the 2007 Draft Sewer Master Plan needed to be finalized based on the new 2030 Specific Urban Development Plan/Sphere of Influence (SUDP/SOI).

At the April 1, 2013, City Council meeting, Council approved an \$112,000 contract with Stantec Consulting Services, Inc., to resume the update of the wastewater collection system model and

#### File #: 18-394

Sewer Master Plan work that was put on hold in 2007 to include the proposed 2030 SUDP/SOI.

At the June 16, 2014, City Council meeting, Council approved a no cost First Amendment with Stantec Consulting Services, Inc., for a scope of work change to include the development of additional servicing alternatives not originally included in the agreement.

Task 4 of the agreement was also modified to include additional interim servicing plans that involved both UC Merced and the UC Campus Communities North and South.

Task 6 of the agreement was modified with Amendment No. 1 to include evaluation of remaining WWTF capacity. This was undertaken in the context of the potential to serve one or more significant industrial users, while still meeting existing City service commitments. The effort associated with Task 6 and the projection of future WWTF influent flows described as part of Task 3 (see above) were discussed in a summary report entitled Merced WWTF Industrial Waste Acceptance Evaluation (May 2014, Stantec).

In addition, more effort was desired in the form of Stantec participation in City Council and stakeholder meetings. The intent of these meetings was to present alternative sewer servicing concepts to the City Council and stakeholders to allow for input and direction allowing Stantec to produce a master plan document. This additional effort was reflected in Task 7, project meetings.

A small increase in the allowance for Task 9, Project Management and Administration was authorized with Amendment No. 1 as well, to account for the additional time the system evaluation would require beyond the schedule in the original Agreement authorization.

Amendment No. 1 also placed on hold the following tasks as originally described in the Agreement:

- Develop Sewer Repair and Replacement Program Task 5
- Prepare Draft and Final Master Plan Report Task 8

Funding for the modifications to Tasks 3, 4, 6, 7 and 9 was made available through Amendment No. 1, by reducing the authorized budgets for Task 5 and 8, which were placed on hold. The end result of Amendment No. 1 was no net increase or decrease in the originally authorized budget (\$112,000).

Amendment No. 2, dealt primarily with the addition of the task for the preparation of the Draft EIR and some other minor amendments to the existing tasks. The end result of Amendment No. 2 was a net increase in the originally authorized budget (\$324,000).

Amendment No. 3 focused on financing options for a potential Assessment District, as well as evaluated the concept of a satellite treatment facility and expansion of the City's WWTF.

## IMPACT ON CITY RESOURCES

Account 553-1107-532.17-00 - Project 113059 contains sufficient funding for the contract amendment.

## ATTACHMENTS

- 1. Fourth Amendment
- 2. Scope of Services Amendment No. 4

## FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (Design Professional)

THIS FOURTH AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_\_day of \_\_\_\_\_\_, 2018, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Stantec Consulting Services, Inc., a New York Corporation, whose address of record is 200, 10160 – 112 Street, Edmonton AB, Canada T5K 2L6, ("Consultant").

WHEREAS, City is undertaking a project to prepare Sewer Master Plan for the City of Merced ("Project"); and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated April 1, 2013, a First Amendment to said Agreement dated June 16, 2014, a Second Amendment to said Agreement dated April 20, 2015 and a Third Amendment to said Agreement dated April 17, 2017; and

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

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

1. Section 27, "ADDITIONAL SCOPE OF SERVICES," is hereby added to the Agreement to read as follows:

"27. ADDITIONAL SCOPE OF SERVICES. The Scope of Services is amended in accordance with the changes outlined in Exhibit 1 attached hereto."

2. Section 28, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"28. ADDITIONAL COMPENSATION. The City shall pay to Consultant the not to exceed additional sum of One Hundred Thirty Thousand Four Hundred Dollars (\$130,400.00) for the additional services described in

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Exhibit 1 and in accordance with the fee schedule set forth on Exhibit 1, attached hereto."

3. Except as herein amended, the Agreement dated April 1, 2013, First Amendment dated June 16, 2016, Second Amendment dated April 20, 2015 and Third Amendment dated April 17, 2017, shall remain in full force and effect.

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

> CITY OF MERCED A California Charter Municipal Corporation

BY: \_\_\_\_\_\_City Manager

ATTEST: STEVE CARRIGAN, CITY CLERK

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

**APPROVED AS TO FORM:** 

BY: Kylang 7/8/18 CityAttorney Date

ACCOUNT DATA:

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## CONSULTANT STANTEC CONSULTING SERVICES, INC., A New York Corporation

BY: <u>Pur hi</u> (Signature) David Price (Typed Name) Its: <u>Senior Associate</u> (Title) BY: It I Bee, (Signature) <u>Steven L. Beck</u> (Typed Name) Its: <u>Series Principal</u> (Title)

Taxpayer I.D. No. <u>68-0309852</u>

ADDRESS: 3875 Atherton Road Rocklin, CA 95765

TELEPHONE: (916) 773-8100 FAX: (916) 773-8448 E-MAIL: <u>steven.beck@stantec.com</u>

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## City of Merced Sewer Master Plan Project Update Scope of Services

## Amendment No. 4

In April of 2013, the City of Merced (City) authorized Stantec Consulting Services, Inc. (Stantec) to prepare an update to the City's 2007 Draft Sewer Master Plan. The scope of this effort including Amendments No. 1, No. 2 and No. 3, authorized subsequently, includes the following major tasks:

- 1) Update New Land Use Assumptions (2030 Vision General Plan) and Wastewater Flows
- 2) Assess Available Capacity in Sewers
- 3) Determine Sewer System Needs at General Plan Buildout
- 4) Develop Interim Service Plan
- 5) Develop Sewer Repair and Replacement Program
- 6) Develop Industrial Waste Acceptance Decision Matrix
- 7) Project Meetings
- 8) Prepare Draft and Final Master Plan Report
- 9) Project Management and Administration
- 10) coordination and review of satellite pretreatment facilities engineering evaluation
- 11) Evaluate conveyance options for flows from University and Airport Satellite Industrial Pretreatment facilities
- 12) Expansion of the City WWTF
- 13) Estimate Cost of Handling waste streams from pretreatment facilities
- 14) Prepare Draft and Final Technical Memorandum
- 15) Project Definition and Organization (Environmental)
- 16) Preparation of the Environmental Checklist, Initial Study, and Notice of Preparation
- 17) Preparation of Draft EIR
- 18) Preparation of the Final EIR
- 19) Certification of the Final EIR and Project Approval
- 20) Environmental Documentation Project Management, Meetings and Quality Control
- 21) Asset Management Support
- 22) Satellite Treatment Information
- 23) Financing Options
- 24) Assessment District Formation Assistance



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EXHIBIT 1



Stantec has worked with City staff completing the tasks described above and in more detail in the attached Agreement for Professional Services dated April 1, 2013 (the Agreement), and subsequent Amendments Nos.1, 2 and 3.

After the Draft Sewer Master Plan was produced in October 2016 City staff requested refinements of the evaluation of the remaining capacity in the existing trunk sewer system in the context of the approved, or "entitled" projects/properties in the North Merced area. That was, in part, based on comments received from both staff and stakeholders on the October 2016 Draft. The additional effort associated with these Tasks is described herein.

In addition to this evaluation of the "entitled" projects/properties in North Merced, the City also requested additional evaluation of the concept of a "satellite" treatment facility located in North Merced as an alternative to the recommended trunk sewer conveyances included in the Draft Sewer Master Plan (October 2016). The effort for this evaluation was not all anticipated in Amendment No. 3, where the evaluation of the satellite concept was initially described. Stakeholder and staff feedback on the Draft Master Plan resulted in a much more detailed assessment and comparison of collection system options based on the location of future treatment capacity. It also resulted in the Draft Wastewater Collection System (WCS) Master Plan, as it was renamed, to include additional material (three (3) new sections, or chapters and an executive summary). The effort for this additional work is described herein.

The City further engaged with stakeholders interested in the Draft WCS Master Plan (December 2017) which resulted in one (1) additional stakeholder meeting in November 2017 and one (1) additional workshop with the City Council in February of 2018 which were not anticipated in Amendment No. 3. In addition, Stantec staff participated in a presentation to the City Council on April 2, 2018. The effort to prepare for, attend and follow up on these meetings is described herein in Task 7.

Additional cost opinions authorized by Amendment No. 3 required some additional effort beyond that anticipated. To keep the public process going on the WCS Master Plan, budget for tasks previously authorized for environmental documentation (Task 17) were utilized by Stantec in consultation with City staff. This Amendment No. 4 Scope of Services attempts to describe fully the additional effort expended to date, including identifying additional budget for meetings, project management, and master plan preparation. In this Amendment No. 4, the additional costs are reflected in Tasks 7, 8 and 9.

This Amendment No. 4 includes additional effort for field studies in support of a project specific evaluation of specific potential construction impacts. Based on discussions during the EIR kickoff meeting with City staff (spring 2018) and the December 2017 updates to the Master Plan, the City believes Plan A has enough specificity and detail to be evaluated at a project specific level. Stantec will prepare the EIR at a program level to accommodate uncertainties with plan implementation (such as operational conditions and future connections), but where project level details exist, Project level analysis will be completed for components where such detail has been developed. This modification will require additional consideration for specific construction impacts and require additional surveys. In this Amendment No. 4, the additional costs are reflected in Tasks 15 through 20.

In addition, this Amendment respectfully requests the City to authorize the budgets for tasks associated with CEQA document development and preparation to be adjusted for current rates. This work (Tasks 15 through 20) was originally authorized by Amendment No. 2 in 2015. Much of that work has been on hold since that time pending completion of the WCS Master Plan. This is reflected in Task 15 through 20 of this Amendment No. 4.



City staff and Stantec have agreed that the Agreement approved in April 2013 should be amended to include the additional effort summarized above and detailed in this Amendment No. 4 Scope of Services.

This Amendment No. 4 proposes to modify the scope of services as follows:

#### TASK 1: UPDATE NEW LAND USE ASSUMPTIONS AND WASTEWATER FLOW

As described by the scope of services for Task 1 per the current Agreement.

Budget: No change. \$11,088

#### TASK 2: ASSESS AVAILABLE CAPACITY IN SEWERS

As described by the scope of services for Task 2 per the current Agreement.

Budget: No change. \$8,512

#### TASK 3: DETERMINE SEWER SYSTEM NEEDS AT GENERAL PLAN BUILDOUT

As described by the scope of services for Task 3 per the current Agreement.

Budget: No change. \$29,300

#### TASK 4: DEVELOP INTERIM SERVICE PLAN

As described by the scope of services for Task 4 per the current Agreement.

Budget: No change. \$22,250

#### TASK 5: DEVELOP SEWER REPAIR AND REPLACEMENT PROGRAM

As described by the scope of services for Task 5 per the current Agreement.

Budget: No change. \$16,500

#### TASK 6: INDUSTRIAL WASTE ACCEPTANCE DECISION MATRIX

As described by the scope of services for Task 6 per the current Agreement.

Budget: No change. \$21,150

#### TASK 7: PROJECT MEETINGS

The scope of this task is amended to include additional effort including:

- One (1) additional meeting with the Stakeholder group to present the Final Draft WCS Master Plan and discuss Financing options. November 2017 meeting preparation and follow-up.
- Two (2) additional City Council Workshops to present the Final Draft WCS Master Plan, the first of which took place in February 2018 and with the second held in April 2018. This effort includes meeting preparation, participation and presentation before the Council, as well as follow-up.
- Allowance for additional meetings with City staff at City offices in Merced.



Therefore, Stantec is requesting the authorized amount of this task be increased as indicated here and in the attached Amendment #4 Consulting Services Fee Estimate Breakdown.

Revised Budget: \$56,400 (\$7,600 additional)

#### TASK 8: PREPARE DRAFT AND FINAL MASTER PLAN REPORT

The scope of this task is amended to include additional effort including:

- Development of three new introductory chapters and an Executive Summary, with changes throughout the prior (October 2016) draft Master Plan to address consistency with these new chapters and incorporate a new scenario analyzed as an option to the previously recommended/preferred plan. This additional scenario compares the provision of treatment and reclamation at the existing WWTRF site with provision of the same service at two locations 1) the existing WWTRF site (Plan A), and 2) a hypothetical second site in North Merced where a new NMWWTRF would be constructed along with extensive effluent storage and agricultural reuse facility improvements (Plan B). Feasible options were summarized in a new chapter 8, with recommendations on the preferred system plan. This resulted in the addition of a total of 4 new chapters and the Executive Summary.
- Development of cost estimates for the two WWTRF location options added to the report with this Amendment (no. 4), including various tabulations summarizing facilities the two options would have in common and facilities unique to each.
- Updates to the previously developed system hydraulic model to address comments provided by both City staff and stakeholders. Update of previously developed simulation scenarios.
- Additional effort required for preparation of a second draft report (Final Draft Master Plan).

Therefore, Stantec is requesting the authorized amount of this task be increased as indicated here and in the attached Amendment #4 Consulting Services Fee Estimate Breakdown.

Revised Budget: \$93,800 (\$32,800 additional)

#### **TASK 9: PROJECT MANAGEMENT AND ADMINISTRATION**

Additional budget is requested for Project Management and Administration effort to cover the balance of the additional WCS master planning work authorized by this Amendment No. 4. Project management for the environmental document (Tasks 15-20) is included in Task 20. The scope of this task (9) is amended to include additional effort related to managing the expanded Master Planning scope and additional Engineering support and oversight through project completion (effectively April 2018).

Therefore, Stantec is requesting the authorized amount of this task be increased as indicated here and in the attached Amendment #4 Consulting Services Fee Estimate Breakdown.

Revised Budget: \$25,200 (\$10,700 additional)

## TASK 10: COORDINATION AND REVIEW OF SATELLITE PRETREATMENT FACILITIES ENGINEERING EVALUATION

As described by the scope of services for Task 10 per the current Agreement and Amendment No. 3, thereto, which removed this task.

Budget: No change. \$0



## TASK 11: EVALUATE CONVEYANCE OPTIONS FOR FLOWS FROM UNIVERSITY AND AIRPORT SATELLITE INDUSTRIAL PRETREATMENT FACILITIES

As described by the scope of services for Task 11 per the current Agreement and Amendment No. 3, thereto, which removed this task.

Budget: No change. \$0

#### TASK 12: EXPANSION OF THE CITY WWTF

As described by the scope of services for Task 12 per the current Agreement and Amendment No. 3, thereto.

Budget: No change. \$30,000

## TASK 13: ESTIMATE COST OF HANDLING WASTE STREAMS FROM PRETREATMENT FACILITIES

As described by the scope of services for Task 13 per the current Agreement and Amendment No. 3, thereto, which removed this task.

Budget: No change. \$0

#### TASK 14: PREPARE DRAFT AND FINAL TECHNICAL MEMORANDUM

As described by the scope of services for Task 14 per the current Agreement and Amendment No. 3, thereto.

Budget: No change \$20,400

#### TASK 15: PROJECT DEFINITION AND ORGANIZATION (ENVIRONMENTAL)

The scope of this task is amended to include additional effort including:

- Revisions to the draft Project Description resulting from modifications to the preliminary draft sewer master plan described in Amendment No. 3 and this Amendment No. 4, including modifications to the project alternatives presented in the master plan.
- In addition, since this effort was originally authorized in 2015 (Amendment No. 2), the billing
  rates for Stantec staff have been adjusted upward. Additional hours were added to this task
  in anticipation of public interest and coordination with the City regarding the alternatives and
  cumulative analysis.

Therefore, Stantec is requesting the authorized amount of this task be increased as indicated here and in the attached Amendment #4 Consulting Services Fee Estimate Breakdown.

Revised Budget: \$25,800 (\$10,700 additional)

## TASK 16: PREPARATION OF THE ENVIRONMENTAL CHECKLIST, INITIAL STUDY, AND NOTICE OF PREPARATION

The scope of this task is amended to include additional effort including:

• Revisions to the draft Project Description resulting from modifications to the preliminary draft sewer master plan described in Amendment No. 3 and this Amendment No. 4, including modifications to the project alternatives presented in the master plan.



In addition, since this effort was originally authorized in 2015 (Amendment No. 2), the billing rates for Stantec staff have been adjusted upward. In addition, since this effort was originally authorized in 2015 (Amendment No. 2), the billing rates for Stantec staff have been adjusted upward. Additional hours were added to this task in anticipation of public interest and coordination with the City regarding the alternatives and cumulative analysis.

Therefore, Stantec is requesting the authorized amount of this task be increased as indicated here and in the attached Amendment #4 Consulting Services Fee Estimate Breakdown.

Revised Budget: \$12,500 (\$2,500 additional)

#### TASK 17: PREPARATION OF THE DRAFT EIR

The scope of this task is amended to include additional effort including:

- Revisions to the draft Project Description resulting from modifications to the preliminary draft sewer master plan described in Amendment No. 3 and this Amendment No. 4, including modifications to the project alternatives presented in the master plan. Based on discussions during the EIR kickoff meeting and updates to the Master Plan, Plan A has enough specificity and detail to be evaluated at a project specific level. Stantec will prepare the EIR at a program level to accommodate uncertainties with plan implementation (such as operational conditions and future connections) but where project level details exist Project level for components where such detail has been developed. This modification will require additional consideration for specific construction impacts and require additional surveys. We have included budget for this additional effort, which may include additional engineering support and will include desktop and field surveys by Stantec specialists for resources such as land use, biological, and cultural that have occurred after the initial kick off meeting.
- In addition, since this effort was originally authorized in 2015 (Amendment No. 2), the billing
  rates for Stantec staff have been adjusted upward. In addition, since this effort was originally
  authorized in 2015 (Amendment No. 2), the billing rates for Stantec staff have been adjusted
  upward. Additional hours were added to this task in anticipation of public interest and
  coordination with the City regarding the alternatives and cumulative analysis.

Therefore, Stantec is requesting the authorized amount of this task be increased as indicated here and in the attached Amendment #4 Consulting Services Fee Estimate Breakdown.

Revised Budget: \$164,100 (\$21,100 additional)

#### **TASK 18: PREPARATION OF THE FINAL EIR**

As described by the scope of services for Task 18 per the current Agreement and Amendment No. 2, thereto. Since this effort was originally authorized in 2015 (Amendment No. 2), the billing rates for Stantec staff have been adjusted upward. In addition, in anticipation of more public comments on the Draft EIR than originally estimated in Amendment No. 2, hours were added to this task for responding to comments.

Therefore, Stantec is requesting the authorized amount of this task be increased as indicated here and in the attached Amendment #4 Consulting Services Fee Estimate Breakdown.

Revised Budget: \$37,250 (\$17,000 additional)



### TASK 19: CERTIFICATION OF THE FINAL EIR AND PROJECT APPROVAL

As described by the scope of services for Task 19 per the current Agreement and Amendment No. 2, thereto. Since this effort was originally authorized in 2015 (Amendment No. 2), the billing rates for Stantec staff have been adjusted upward. In addition, in anticipation of more public comments on the Draft EIR than originally estimated in Amendment No. 2, hours were added to this task for completing the administrative record.

Therefore, Stantec is requesting the authorized amount of this task be increased as indicated here and in the attached Amendment #4 Consulting Services Fee Estimate Breakdown.

Revised Budget: \$7,600 (\$3,000 additional)

#### TASK 20: ENVIRONMENTAL DOCUMENTATION PROJECT MANAGEMENT, MEETINGS AND QUALITY CONTROL

As described by the scope of services for Task 20 per the current Agreement and Amendments No. 2 and 3, thereto. Since this effort was originally authorized in 2015 (Amendment No. 2), the billing rates for Stantec staff have been adjusted upward.

In addition, hours were added to this task for coordination (conference calls, meetings, etc.) with the City.

Therefore, Stantec is requesting the authorized amount of this task be increased as indicated here and in the attached Amendment #4 Consulting Services Fee Estimate Breakdown.

Revised Budget: \$43,700 (\$14,700 additional)

#### TASK 21: ASSET MANAGEMENT SUPPORT

As described by the scope of services for Task 21 per the current Agreement and Amendment No. 3, thereto, which removed this task.

Budget: No change. \$0

#### **TASK 22: SATELLITE TREATMENT INFORMATION**

As described by the scope of services for Task 21 per the current Agreement and Amendment No. 3, thereto.

Budget: No change. \$8,200

#### **TASK 23: FINANCING OPTIONS**

As described by the scope of services for Task 23 per the current Agreement and Amendment No. 3, thereto.

Budget: No change. \$11,500

### TASK 24: ASSESSMENT DISTRICT FORMATION ASSISTANCE

The scope of this task is amended to include additional effort including:

• Additional effort required for preparation of mapping for the Project Delineation task (Task 24.1) identified in authorized Amendment No. 3.



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Therefore, Stantec is requesting the authorized amount of this task be increased as indicated here and in the attached Amendment #4 Consulting Services Fee Estimate Breakdown.

Revised Budget: \$ 123,000 (\$10,300 additional)

#### SUMMARY

Stantec will work with City staff throughout the process to ensure that the City's expectations and objectives are met, and that the City is informed of the status of the work under each task.

Stantec will invoice the City for charges incurred on a time and material basis. The overall budget authorization for this effort is increased to \$768,050

Stantec is ready to proceed upon receipt of written authorization from the City. Please feel free to contact the Project Manager, Dave Price, with any questions you have regarding this proposal at 360-560-1069.





## ADMINISTRATIVE REPORT

## Agenda Item J.1.

Meeting Date: 9/4/2018

Report Prepared by: Steven C. Son, City Engineer, Engineering Division

**SUBJECT:** <u>Public Hearing - Reintroduction of Ordinance 2492, Amending Section 10.16.010,</u> <u>"Speed Limits." of the Merced Municipal Code</u>

## **REPORT IN BRIEF**

Consider the reintroduction of Ordinance 2492 amending Section 10.16.010, "Speed Limits," of the Merced Municipal Code. Amendment to the Speed Limits section consist of modification to the speed limits throughout the City.

## RECOMMENDATION

**City Council** - Adopt a motion reintroducing **Ordinance 2492**, an Ordinance of the City Council for the City of Merced, California, amending Section 10.16.010, "Speed Limits" of the Merced Municipal Code

## ALTERNATIVES

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

## AUTHORITY

Charter of the City of Merced, Section 200.

## CITY COUNCIL PRIORITIES

As provided for in the FY 2016-17 General Fund appropriation.

## DISCUSSION

The City of Merced conducted its last speed zone study in 2011 and adopted Ordinance No. 2370 which became effective June 15, 2011. The existing speed zone study has expired and currently the City speed limits are unenforceable by radar or LIDAR without an updated engineering and traffic speed study.

Engineering Staff requested City Council to set a public hearing for August 20, 2018, to consider amending Merced Municipal Code Section 10.16.010 - Speed Limits to implement recommendations made in the speed zone study.

At the August 20, 2018, City Council Meeting, Council requested Yosemite Avenue from McKee Avenue to the easterly city limits to be reevaluated to see if the recommended speed limit can be

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reduced from 55 mph to 50 mph. After careful consideration, Yosemite Avenue from McKee Avenue to the easterly city limit can be reduced to 50 mph. For this reason, the Ordinance has been updated to reflect Yosemite Avenue from McKee Avenue to the easterly city limit be posted at 50 mph.

The general public provided comments regarding Olive Avenue from McKee Avenue to the easterly city limit. Staff reexamined the recommended speed limit. Based on reexamination of this section of Olive Avenue, an error was discovered. The field study indicated that the 85% of the general public is currently traveling this section of Olive Avenue at 49 mph. With reference to the California Manual for Setting Speed Limits, Olive Avenue should be posted at 50 mph. However, given the zoning and the vehicle accident history, Omni-Means reduced their recommended speed limit of Olive from McKee Avenue to easterly city limit to be posted at 45 mph. Staff did not see that the consultant had already reduced the speed limit as much as possible. For this reason, this section of Olive Avenue should be posted at 45 mph and not at 40 mph as recommended by Staff as provided in the previous amended ordinance. Because of this error, all of the speed limit recommendations were reevaluated and it was determined that this was the only error.

## **HISTORY AND PAST ACTIONS**

On January 17, 2017, City Council approved a general fund appropriation in the amount of \$100,000 to conduct a speed zone study.

On April 12, 2017, the City of Merced contracted with Omni-Means, LTD to conduct the speed zone study. The study is now complete and must be adopted by ordinance at a future City Council meeting.

On August 20, 2018, the first public hearing was scheduled to consider amending Merced Municipal Code Section 10.16.010 - Speed Limits to implement recommendations made in the speed zone study.

## IMPACT ON CITY RESOURCES

None at this time.

## **ATTACHMENTS**

1. Ordinance 2492

## ORDINANCE NO.

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, AMENDING SECTION 10.16.010, "SPEED LIMITS," OF THE MERCED MUNICIPAL CODE

# THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN AS FOLLOWS:

**SECTION 1. AMENDMENT TO CODE.** Section 10.16.010, "Speed Limits," of the Merced Municipal Code is hereby amended to read as follows:

"10.16.010 Speed Limits.

A. The prima facie speed limits stated in this section are determined and declared to be the most appropriate to facilitate the orderly movement of traffic, and are reasonable and safe, and are established as designated in the following paragraphs, which prima facie speed limits become effective, when appropriate signs giving notice thereof are erected, upon the following streets:

- 1. 2nd Street:
  - a. Thirty (30) miles per hour from West Avenue to Q Street;
- 2. 8th Street:
  - a. Thirty (30) miles per hour from V Street to Martin Luther King, Jr. Way;
- 3. 10th Street:
  - a. Twenty-five (25) miles per hour from V Street to R Street;

- 4. 11th Street:
  - a. Thirty (30) miles per hour from V Street to R Street;
  - b. Thirty (30) miles per hour from R Street to M Street;
  - c. Thirty (30) miles per hour from M Street to G Street;
- 5. 12th Street:
  - a. Twenty-five (25) miles per hour from V Street to G Street;
- 6. 13th Street:
  - a. Forty (40) miles per hour from V Street to M Street;
  - b. Thirty-five (35) miles per hour from Q Street to G Street;
- 7. 13th Street, East:
  - a. Thirty-five (35) miles per hour from G Street to B Street;
- 8. 14th Street:
  - a. Thirty-five (35) miles per hour from R Street to G Street;
- 9. 15th Street:
  - a. Thirty (30) miles per hour from V Street to Martin Luther King, Jr. Way;
- 10. 15th Street, East:
  - a. Thirty (30) miles per hour from G Street to B Street;

- 11. 16th Street:
  - a. Forty-five (45) miles per hour from West City Limit to Highway 59;
  - b. Thirty-five (35) miles per hour from Highway 59 to R Street;
  - c. Thirty-five (35) miles per hour from R Street to G Street;
  - d. Forty (40) miles per hour from G Street to Yosemite Parkway;
- 12. 18th Street:
  - a. Thirty (30) miles per hour from V Street to O Street;
  - b. Thirty (30) miles per hour from O Street to Martin Luther King, Jr. Way;
  - c. Thirty (30) miles per hour from Martin Luther King, Jr. Way to G Street;
  - d. Thirty (30) miles per hour from G Street to Cedar Avenue;
- 13. 19th Street:
  - a. Thirty (30) miles per hour from V Street to G Street;
- 14. 20th Street:
  - a. Thirty (30) miles per hour from W Street to R Street;
  - b. Thirty (30) miles per hour from R Street to M Street;
  - c. Twenty-five (25) miles per hour from M Street to G Street;
- 15. 20th Street, East:
  - a. Thirty-five (35) miles per hour from G Street to Glen Avenue;

- 16. 21st Street:
  - a. Twenty-five (25) miles per hour from W Street to O Street;
  - b. Thirty-five (35) miles per hour from M Street to G Street;
- 17. 21st Street, East:
  - a. Thirty-five (35) miles per hour from G Street to East City Limit;
- 18. 22nd Street:
  - a. Thirty (30) miles per hour from Canal Street to G Street;
  - b. Twenty-five (25) miles per hour from W Street to R Street;
- 19. 23rd Street:
  - a. Thirty (30) miles per hour from V Street to M Street;
  - b. Thirty (30) miles per hour from M Street to G Street;
- 20. 23rd Street, East:
  - a. Thirty (30) miles per hour from G Street to Glen Avenue;
- 21. 25th Street:
  - a. Thirty (30) miles per hour from R Street to M Street;
- 22. 26th Street:
- a. Thirty (30) miles per hour from M Street to G Street;

- 23. 26th Street, East:
  - a. Twenty-five (25) miles per hour from G Street to Glen Avenue;
- 24. 27th Street:
  - a. Thirty (30) miles per hour from M Street to G Street;
- 25. 27th Street, East:
  - a. Twenty-five (25) miles per hour from G Street to 7th Avenue;
  - b. Thirty (30) miles per hour from Glen Avenue to McKee Road;
- 26. Alexander Avenue:
  - a. Thirty (30) miles per hour from Rambler Road to G Street;
- 27. Alexander Avenue, East:
  - a. Thirty (30) miles per hour from G Street to Oleander Avenue;
  - b. Thirty-five (35) miles per hour from Oleander Avenue to Parsons Avenue;
  - c. Thirty (30) miles per hour from Parsons Avenue to McKee Road;
- 28. Austin Avenue:
  - a. Thirty (30) miles per hour from Devonwood Drive to Olive Avenue;
  - b. Thirty (30) miles per hour from Olive Avenue to Loughborough Drive;

- 29. Auto Center Drive:
  - a. Thirty (30) miles per hour from Westerly end to V Street;
- 30. B Street:
  - a. Thirty-five (35) miles per hour from Childs Avenue to 15th Street;
- 31. Bear Creek Drive Northwest:
  - a. Thirty-five (35) miles per hour from Highway 59 to Brookside Drive;
  - b. Thirty-five (35) miles per hour from Brookside Drive to R Street;
  - c. Thirty-five (35) miles per hour from R Street to M Street;
  - d. Thirty-five (35) miles per hour from M Street to G Street;
- 32. Bear Creek Drive Northeast:
  - a. Thirty-five (35) miles per hour from G Street to East City Limits;
- 33. Bear Creek Drive Southeast:
  - a. Thirty (30) miles per hour from G Street to 6th Avenue;
  - b. Thirty-five (35) miles per hour from 6th Avenue to Cameron Lane;
- 34. Bellevue Road:
  - a. Fifty (50) miles per hour from West City Limit to G Street;

- 35. Brookdale Drive:
  - a. Thirty (30) miles per hour from G Street to Cherokee Avenue;
  - b. Thirty (30) miles per hour from Cherokee Avenue to Parsons Avenue;
- 36. Buena Vista Drive:
  - a. Thirty-five (35) miles per hour from Highway 59 to R Street;
  - b. Thirty (30) miles per hour from R Street to M Street;
  - c. Thirty (30) miles per hour from M Street to Campus Drive;
- 37. Campus Parkway:
  - a. Fifty-five (55) miles per hour from northbound Highway 99 to Childs Avenue;
- 38. Canal Street:
  - a. Thirty (30) miles per hour from 13th Street to 16th Street;
  - b. Thirty (30) miles per hour from Main Street to Railroad;
  - c. Twenty-five (25) miles per hour from Railroad to 27th Street;
- 39. Cardella Road:
  - a. Forty (40) miles per hour from G Street to M Street;
  - b. Forty-five (45) miles per hour from M Street to West Dead End;

- 40. Cherokee Avenue:
  - a. Thirty (30) miles per hour from Seneca Street to El Portal Drive;
- 41. Childs Avenue:
  - a. Thirty-five (35) miles per hour from West Avenue to Martin Luther King, Jr. Way;
  - b. Thirty-five (35) miles per hour from Martin Luther King, Jr. Way to G Street;
  - c. Fifty (50) miles per hour from G Street to DeLong Street;
  - d. Thirty (30) miles per hour from Motel Drive to Parsons Avenue;
  - e. Forty (40) miles per hour from Parsons Avenue to Weaver Avenue;
  - f. Fifty (50) miles per hour from Coffee Road to Doane Lateral;
  - g. Fifty-five (55) miles per hour from Doane Lateral to Kibby Road;
  - h. Fifty-five (55) miles per hour from Kibby Road to Tower Road;
- 42. Coffee Road:
  - a. Forty (40) miles per hour from Childs Avenue to Baker Road;
  - b. Forty (40) miles per hour from Childs Avenue to Gerard Avenue;
- 43. College Green Drive:
  - a. Thirty (30) miles per hour from Olive Avenue to Park Avenue;
- 44. Collins Drive:
  - a. Twenty-five (25) miles per hour from Olive Avenue to M Street;

- 45. Columbia Avenue:
  - a. Thirty (30) miles per hour from G Street to Cherokee Avenue;
  - b. Thirty (30) miles per hour from Cherokee Avenue to El Portal Drive;
- 46. Cone Avenue:
  - a. Forty (40) miles per hour from (Rios Street)
     West City Limit to East City Limit (Bermuda Street);
- 47. Cooper Avenue:
  - a. Forty (40) miles per hour from Ashby Road to Highway 59;
- 48. D Street:
  - a. Thirty (30) miles per hour from Childs Avenue to 13th Street;
- 49. Devonwood Drive:
  - a. Thirty-five (35) miles per hour from Mistwood Drive to Austin Avenue;
  - b. Thirty (30) miles per hour from Austin Avenue to Meadows Avenue;
- 50. Dinkey Creek:
  - a. Thirty (30) miles per hour from Coffee Street to Albert;
  - b. Thirty (30)miles per hour from Parsons Avenue to East Dead End (Arroyo Court/Rye Court);

- 51. Donna Drive:
  - a. Thirty-five (35) miles per hour from R Street to M Street;
  - b. Thirty (30) miles per hour from M Street to G Street;
  - c. Thirty (30) miles per hour from G Street to Joerg Avenue;
- 52. El Portal Drive:
  - a. Thirty (30) miles per hour from G Street to Cherokee Avenue;
  - b. Thirty (30) miles per hour from Cherokee Avenue to Joerg Avenue;
  - c. Thirty (30) miles per hour from Joerg Avenue to Parsons Avenue;
- 53. G Street:
  - a. Thirty-five (35) miles per hour from Childs Avenue to 11th Street;
  - b. Thirty-five (35) miles per hour from 11th Street to 19th Street;
  - c. Thirty-five (35) miles per hour from 19th Street to North Bear Creek Drive;
  - d. Forty (40) miles per hour from North Bear Creek Drive to Olive Avenue;
  - e. Forty-five (45) miles per hour from Olive Avenue to Yosemite Avenue;
  - f. Fifty-five (55) miles per hour from Yosemite Avenue to Cardella Road;
  - g. Fifty-five (55) miles per hour from Cardella Road to Bellevue Road;
  - h. Fifty-five (55) miles per hour from Bellevue Road to Old Lake Road;

- 54. Gardner Road:
  - a. Forty-five (45) miles per hour from Yosemite Avenue to Cardella Road;
- 55. Gerard Avenue:
  - a. Forty (40) miles per hour from South Highway 59 to Las Brisas Court;
  - b. Forty (40) miles per hour from N Street to South Highway 59;
- 56. Gerard Avenue, East:
  - a. Thirty-five (35) miles per hour from Parsons Avenue to Coffee Street;
  - b. Forty-five (45) miles per hour from Coffee Street to Tower Road;
- 57. Glen Avenue:
  - a. Thirty (30) miles per hour from Yosemite Parkway to Santa Fe Drive;
  - b. Thirty (30) miles per hour from Santa Fe Drive to South Bear Creek Drive;
- 58. Gove Road:
  - a. Fifty-five (55) miles per hour from southerly City Limit to Dickinson Ferry Road;
- 59. Grogan Avenue:
  - a. Forty-five (45) miles per hour from Wardrobe Avenue to West Avenue;
- 60. Joerg Avenue:
  - a. Thirty (30) miles per hour from El Portal Drive to Yosemite Avenue;

- 61. Kibby Road:
  - a. Fifty (50) miles per hour from Childs Avenue to Highway 140;
- 62. Lopes Avenue:
  - a. Thirty-five (35) miles per hour from Thornton Road to West Avenue;
- 63. Loughborough Drive:
  - a. Thirty (30) miles per hour from Mistwood Drive to Olive Avenue;
  - b. Thirty (30) miles per hour from Olive Avenue to Austin Avenue;
  - c. Thirty (30) miles per hour from Austin Avenue to R Street;
  - d. Thirty (30) miles per hour R Street to M Street;
- 64. M Street:
  - a. Thirty (30) miles per hour from Childs Avenue to 16th Street;
  - b. Thirty-five (35) miles per hour from 16th Street to North Bear Creek Drive;
  - c. Forty (40) miles per hour from North Bear Creek Drive to Olive Avenue;
  - d. Forty (40) miles per hour from Olive Avenue to Yosemite Avenue;
  - e. Forty-five (45) miles per hour from Yosemite Avenue to Cardella Road;
  - f. Forty-five (45) miles per hour from Cardella Road to Bellevue Road;
- 65. Macready Drive:
  - a. Twenty-five (25) miles per hour from Grogan Avenue to Grogan Avenue;

- 66. Main Street:
  - a. Thirty (30) miles per hour from V Street to O Street;
  - b. Thirty (30) miles per hour from O Street to Martin Luther King, Jr. Way;
  - c. Thirty (30) miles per hour from Martin Luther King, Jr. Way to G Street;
- 67. Main Street, East:
  - a. Forty (40) miles per hour from G Street to Yosemite Parkway;
- 68. Mansionette Drive:
  - a. Thirty-five (35) miles per hour from Yosemite Avenue to Mercy Avenue;
- 69. Martin Luther King, Jr. Way:
  - a. Thirty (30) miles per hour from 13th Street to 21st Street;
- 70. McKee Road:
  - a. Forty (40) miles per hour from Alexander Avenue to Olive Avenue;
  - b. Forty-five (45) miles per hour from Olive Avenue to North City Limit (Yosemite Avenue);
- 71. Meadows Avenue:
  - a. Twenty-five (25)miles per hour from Devonwood Drive to Olive Avenue;
  - b. Thirty (30) miles per hour from Olive Avenue to Loughborough Drive;

- 72. Merced Avenue:
  - a. Thirty-five (35) miles per hour from Motel Drive to Parsons Avenue;
  - b. Thirty-five (35) miles per hour from Coffee Street to East City Limits (Sable Street);
- 73. Mission Avenue:
  - a. Fifty-five (55) miles per hour from Coffee Street to East City Limits (Tower Road);
- 74. Motel Drive:
  - a. Forty-five (45) miles per hour from Childs Avenue to Yosemite Parkway;
- 75. N Street:
  - a. Thirty (30) miles per hour from Childs Avenue to 13th Street;
  - b. Thirty-five (35) miles per hour from Childs Avenue to Gerard Avenue;
- 76. O Street:
  - a. Thirty (30) miles per hour from 13th Street to 18th Street;
- 77. Olive Avenue:
  - a. Forty-five (45) miles per hour from Highway 59 to Meadows Avenue;
  - b. Forty-five (45) miles per hour from Meadows Avenue to G Street;
- 78. Olive Avenue, East:
  - a. Forty (40) miles per hour from G Street to Lincoln Avenue;

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- b. Forty (40) miles per hour from Lincoln Avenue to McKee Road;
- c. Forty-five (45) miles per hour from McKee Road to East City Limit (Larkspur Avenue);
- 79. Olivewood Drive:
  - a. Thirty (30) miles per hour from M Street to R Street;
  - b. Thirty (30) miles per hour from R Street to Meadows Avenue;
- 80. Park Avenue:
  - a. Thirty (30) miles per hour from Olive Avenue to Alexander Avenue;
  - b. Thirty (30) miles per hour from Alexander Avenue to G Street;
- 81. Parsons Avenue:
  - a. Forty-five (45) miles per hour from Coffee Street to Dinkey Creek Avenue;
  - b. Forty (40) miles per hour from Dinkey Creek Avenue to Yosemite Parkway;
  - c. Thirty-five (35) miles per hour from Stretch Road to South Bear Creek Drive;
  - d. Forty (40) miles per hour from North Bear Creek Drive to Alexander Avenue;
  - e. Thirty-five (35) miles per hour from Alexander Avenue to Olive Avenue;
  - f. Forty (40) miles per hour from Olive Avenue to Brookdale Drive;
  - g. Forty-five (45) miles per hour from Brookdale Drive to North City Limits (Destiny Drive);

- 82. Paulson Road:
  - a. Forty (40) miles per hour from East Yosemite Avenue to North City Limit;
- 83. R Street:
  - a. Thirty-five (35) miles per hour from Childs Avenue to 13th Street;
  - b. Thirty-five (35) miles per hour from 13th Street to 22nd Street;
  - c. Thirty-five (35) miles per hour from 22nd Street to North Bear Creek Drive;
  - d. Forty (40) miles per hour from North Bear Creek Drive to Olive Avenue;
  - e. Forty (40) miles per hour from Olive Avenue to Yosemite Avenue;
- 84. Rambler Road:
  - a. Twenty-five (25) miles per hour from R Street to M Street;
  - b. Thirty (30) miles per hour from M Street to College Green Drive;
- 85. S Street:
  - a. Twenty-five (25) miles per hour from 16th Street to 24th Street;
- 86. San Jose Avenue:
  - a. Thirty-five (35) miles per hour from Yosemite Avenue to Lehigh Drive;
- 87. Santa Fe Avenue, East:
  - a. Forty (40) miles per hour from G Street to 6th Avenue;

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- b. Forty (40) miles per hour from 6th Avenue to Glen Avenue;
- c. Forty (40) miles per hour from Glen Avenue to Stretch Road;
- 88. T Street:
  - a. Twenty-five (25) miles per hour from 16th Street to 24th Street;
- 89. Thornton Avenue:
  - a. Fifty-five (55) miles per hour from Dickinson Ferry Road to Lopes Avenue;
- 90. Tower Road:
  - a. Forty-five (45) miles per hour from Childs Avenue to Highway 140;
- 91. University Drive:
  - a. Thirty (30) miles per hour from San Jose Drive to M Street;
- 92. V Street:
  - a. Thirty-five (35) miles per hour from West Avenue to 13th Street;
  - b. Thirty (30) miles per hour from 16th Street to 23rd Street;
  - c. Thirty (30) miles per hour from 13th Street to 16th Street;
- 93. Wardrobe Avenue:
  - a. Forty-five (45) miles per hour from Thornton Road to West Avenue;

- 94. West Avenue:
  - a. Thirty-five (35) miles per hour from South of Childs Avenue;
  - b. Thirty-five (35) miles per hour from Childs Avenue to V Street;
  - c. Thirty-five (35) miles per hour from V Street to 8th Street;
- 95. Yosemite Avenue:
  - a. Forty-five (45) miles per hour from R Street to M Street;
  - b. Forty-five (45) miles per hour from M Street to G Street;
  - c. Forty-five (45) miles per hour from R Street to Highway 59;
- 96. Yosemite Avenue, East:
  - a. Forty-five (45) miles per hour from G Street to Paulson Road;
  - b. Forty-five (45) miles per hour from Paulson Road to Gardner Avenue;
  - c. Forty-five (45) miles per hour from Gardner Avenue to McKee Road;
  - d. Fifty (50) miles per hour from McKee Road to East City Limits (Lake Road)."

**SECTION 2. EFFECTIVE DATE.** This Ordinance shall be in full force and effect thirty (30) days after its adoption.

**SECTION 3. SEVERABILITY.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections,

subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 4. PUBLICATION.** The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the \_\_\_\_ day of \_\_\_\_\_, 2018, and was passed and adopted at a regular meeting of said City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2018, by the following called vote:

AYES: Council Members:

- NOES: Council Members:
- ABSTAIN: Council Members:

ABSENT: Council Members:

## **APPROVED:**

Mayor

## ATTEST: STEVE CARRIGAN, CITY CLERK

BY:

Assistant/Deputy City Clerk

(SEAL)

## **APPROVED AS TO FORM:**

Kity Attorney Date





## ADMINISTRATIVE REPORT

## Agenda Item K.1.

Meeting Date: 9/4/2018

## SUBJECT: Options for Median Island Landscaping

## **REPORT IN BRIEF**

On June 18, 2018, Council Member Belluomini discussed the landscape in median islands within the City. Council directed staff to present alternative solutions to median island landscaping with implementation strategies.

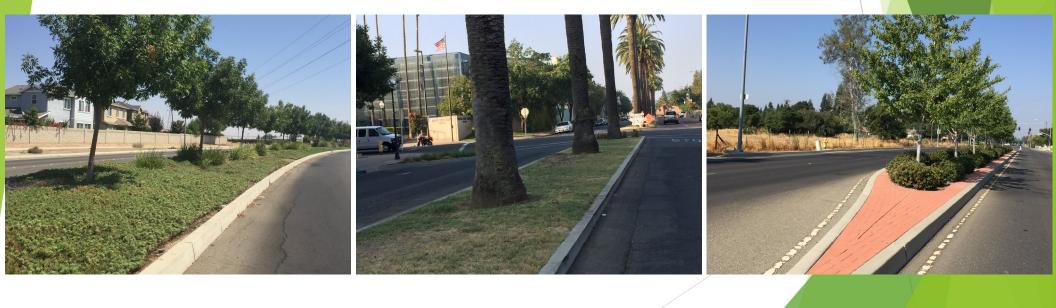
## RECOMMENDATION

Provide direction to staff regarding the options presented for median island landscaping.

## ATTACHMENTS

1. Presentation

# City of Merced Median Islands



# Purpose of Median Islands

- The two-way left turn lane can be a source of accidents particularly on arterial roadways with numerous driveways.
- Replacing the two-way left turn lane with a median can eliminate these movements and thereby reduce traffic accidents.
- Medians will slow traffic in many cases due to the presence of the curb on the driver's side.
- This visual friction can be enhanced by median separations or breaks and other visual median vegetation.
- When combined with street trees and other traffic calming techniques, medians can play a role to help reduce traffic speeds along a corridor.

# Median Islands and Drought

- January 2014 Governor declares State of Emergency due to Drought
- April 2014 Governor issues Executive Order to extend State of Emergency
- Prohibits irrigating ornamental turf on public street medians
- 2015 City Administration directs staff to remove irrigation sprinkler system in medians (R Street and Yosemite) and replace with drip irrigation only to existing trees
- April 2017 Governor lifts State of Drought Emergency by Executive Order EO B-40-17
- Maintaining Conservation as a way of life
- State Water Resources Control Board (Water Board) continues permanent prohibitions of wasteful water use
- Irrigating ornamental turf on public street medians remains

# Median Islands Moving Forward

- Majority of City's medians have no ornamental turf
- Locations with ornamental turf:
  - N Street (16<sup>th</sup> Street to 20<sup>th</sup> Street)
  - Yosemite Ave (West and East Side of R Street)
  - R Street (South of Yosemite Ave)









# **Options for Council Consideration:**

- Solicit Request for Proposals (RFP) from qualified landscape engineer/architect to design typical median landscape and irrigation system and to provide cost estimate. Plant species shall be drought tolerant. This design would be used as a template for medians throughout the City. (Probable Cost Estimate - \$10k - \$15K)
- Request quotes from qualified landscape contractors to mirror the current landscape design in the medians on Yosemite Ave (west of R Street) and on R Street (north of Yosemite). Staff could be used to remove existing turf. (Probable Cost Estimate - \$50k - \$70K)
- 3. Utilize staff to remove existing turf and replace with tree bark mulch. This would be a challenge in some areas since the center of the medians are heaved above the existing top of curb and the mulch could potentially end up in the street. (Probable Cost Estimate \$8,500 \$10,000)
- Request quotes from contractors to add stamped concrete in medians leaving adequate tree well space for existing trees. Again, staff could be used to remove existing turf. (Probable Cost Estimate - \$285k - \$400K)

## Median Islands



# Questions/Comments







## ADMINISTRATIVE REPORT

## Agenda Item K.2.

Meeting Date: 9/4/2018

Report Prepared by: Kim Espinosa, Planning Manager, Development Services Department

## SUBJECT: Overview of North Merced Annexation Feasibility Study Process

## **REPORT IN BRIEF**

The City Council will receive an overview of the proposed North Merced Annexation Feasibility Study process.

## RECOMMENDATION

Information Only.

## ALTERNATIVES

None.

## AUTHORITY

Not Applicable.

## **CITY COUNCIL PRIORITIES**

"Future Annexations/Growth of City" is listed under "Future Planning" on the Fiscal Year 2018-19 Council Goals and Priorities.

## DISCUSSION

Background

On January 3, 2012, the Merced City Council adopted the *Merced Vision 2030 General Plan*, which includes a 28,000-acre growth boundary [known as the Specific Urban Development Plan (SUDP)/Sphere of Influence (SOI)]. In August 2016, the City of Merced executed a new Tax Sharing Agreement with the County of Merced, which allows annexations to the City to move forward.

Prior to the adoption of the General Plan, throughout the 1980's, 1990's, and early 2000's, the City grew at a steady pace and annexations occurred on a regular basis. In fact from 1997-2008, 20 annexations were completed adding over 3,835 acres of residential, commercial, and industrial land to the City's inventory. The last annexation to the City was completed in 2009, just after the start of the great recession. From 2009 to 2015, no annexation applications were processed by the City due in part to the downturn in the economy and housing market as well as the lack of a tax sharing agreement with the County.

## File #: 18-431

In 2015 and 2016, two annexation applications for properties directly adjacent to the City Limits (of approximately 8 and 28 acres respectively) were submitted to the City, and have been going through the environmental review process and City approval process. Also during this time, the City began work on the City's Wastewater Collection System Master Plan to address wastewater collection infrastructure required to serve the City's Sphere of Influence. This work is on-going.

Starting in 2017 and into 2018, the City began meeting with property owners interested in pursuing annexation to the City of Merced for large properties within North Merced in the vicinity of the UC Merced campus. The potential annexations currently being considered in the North Merced Area are of various sizes, locations, and purposes or potential uses. Annexation laws and adopted LAFCO procedures, as well as the City's General Plan policies, make those areas immediately adjacent to the existing city limits, or "contiguous," the easiest and most likely areas to annex. Those areas of interest that are not adjacent to the current city limits or are "non-contiguous" may be annexed, but will require a larger working group of property owners to ensure the area can be annexed as one contiguous area. The City's General Plan also discusses some annexation priorities to create continuity with UC Merced and promote economic development.

The City has consulted with Merced County LAFCO staff regarding the general interest and location of the proposed annexations. Given the number of interested potential applicants and scale of the potential annexations, LAFCO would like the City to consolidate the annexations into as few as is feasible that also provide for a comprehensive planning and service approach that is orderly and logical, which is consistent with the City's General Plan and Bellevue Community Plan (BCP) policies. (The BCP calls for annexations to begin along the Bellevue Corridor in order to create continuity with UC Merced.) Additionally, LAFCO is discouraging any annexations that create peninsulas, islands, or large bays which fragment services or create irregular boundaries.

In May 2018, City staff held a joint meeting with the owners and developers of large parcels in North Merced regarding a potential North Merced Annexation. Merced County LAFCO staff was also present. City staff indicated that the City would be moving forward with obtaining consulting services to determine the feasibility of a large North Merced annexation. The property owners were also told that the City would be seeking reimbursement for the cost of those consulting services from those properties which will benefit from the proposed annexation.

The North Merced Annexation Study Area consists of approximately 7,600 acres within the City's Sphere of Influence, generally located east of G Street and north of Yosemite Avenue (see below). The Study Area currently has approximately 700 separate parcels and over 600 property owners. However, there are approximately 10-15 property owners who control large areas of over 100 acres or more who have expressed strong interest in annexation to the City.

### Proposed Scope of Work

City staff has prepared a Request for Proposals (RFP) which was sent out to approximately 15 to 20 consultants and posted on the City's website on August 27, 2018. The City is seeking to secure a contract with a qualified consultant or team of consultants that would provide the following scope of services:

## File #: 18-431

- Review all previously adopted plans, environmental documents, entitlement approval documents, as well as supporting information for creating a project baseline and general information, such as current and potential land uses, zoning, environmental constraints, numbers of registered voters living in the study area, available services and utilities, etc.
- Conduct up to 20 assessment meetings with each potential annexation applicant and/or project developer in the area to gauge project readiness, land use entitlement needs, state or federal permit needs, and financial support/ability.
- Conduct up to 4 meetings with Merced County LAFCO, Merced County, the City, and other current and future approval agencies and service providers to develop a framework of policy and other critical issues that will need to be addressed in any future annexation application(s).
- Organize and hold a series of community workshops (at least 5 total). As part of this effort, the consultant will provide specific education on annexations procedures, requirements, roles, and rights of landowners, residents, and registered voters in the potential annexation boundary area. The consultants would also share conceptual plans or as much detail as possible on the potential annexation and development projects in the North Merced Area. Input should also be sought from existing residents regarding desired public infrastructure/utility improvements they would like to see implemented as part of any annexation.
- Formally poll land owners and registered voters consistent with annexation legal procedures and requirements to gauge support for annexation proposal(s).
- Provide an analysis of any potential alternatives to annexation, such as out of boundary service agreements, establishment of out of boundary service districts, etc.
- Prepare a formal report with recommendations specific to annexation implementation, including timelines, possible phasing, potential boundaries for dividing the area into multiple annexation areas; maps, expected budget, cost allocation approach, and other critical analysis items which may impede or support annexations in the North Merced Area. This analysis should include an assessment of those areas that are most likely to be ready for annexation in the short, medium, and long term, based on willing property owners, numbers of registered voters/existing residents, number of impediments to annexation, access to infrastructure and utilities, etc.
- Participate in up to two public workshops where the final report will be presented to the Planning Commission, City Council, Stakeholders, and the public.

The anticipated time frame to complete the above work would be approximately 4 to 6 months.

## RFP Review and Selection Schedule

The tentative RFP schedule is summarized in the table below:

Action	Date	Notes
RFP Released	Monday, August 27, 2018	
Proposers Meeting	Friday, September 21, 2018	1:30 P.M. to 4:00 P.M.
Proposal Due Date	Thursday, October 4, 2018	Received by 5:00 P.M.
Consultant Interviews	Tuesday, October 30, 2018	Please Block Out Entire Day.

developers/land owners who will benefit from annexation reimburse the City for the costs of this project.

Approval

## ATTACHMENTS

1. Map of North Merced Annexation Study Area

Monday, November 19, 2018

The City has not established a budget for this process as of this date, but is intending to have

(Tentative)

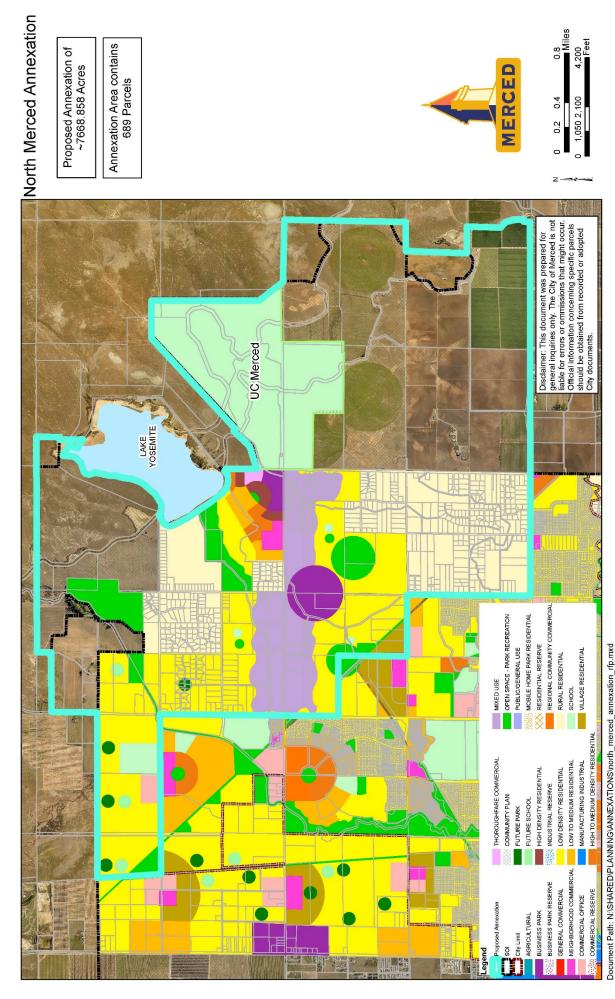
2. Presentation

## File #: 18-431

City Council Contract

**IMPACT ON CITY RESOURCES** 

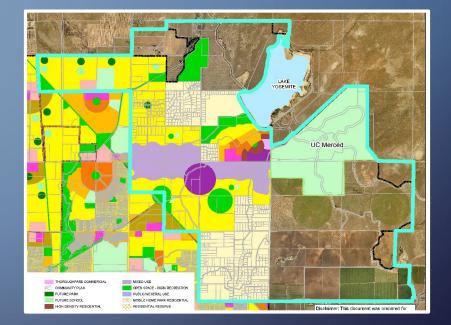
6:00 P.M. (Consultant Attendance not required)



North Merced Annexation Feasibility Study Area

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CITY COUNCIL MEETING—SEPTEMBER 4, 2018 KIM ESPINOSA, PLANNING MANAGER

# <sup>∞</sup><u>BACKGROUND</u>

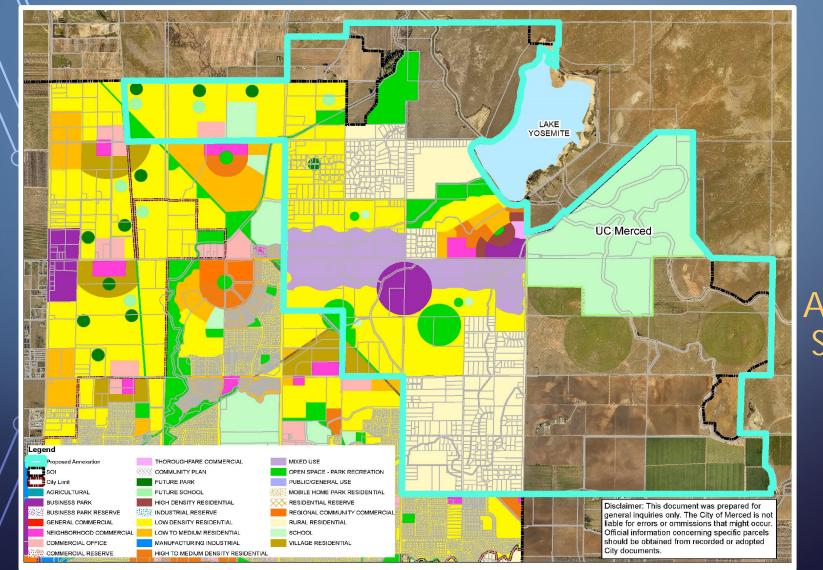
- Staff meetings with interested property owners in North Merced
- LAFCO items for consideration
  - -Contiguous v. Non-Contiguous
  - -Bellevue Corridor Plan
  - -Ag Mitigation

## • Next Steps

- -Property Owner Survey
- -Reimbursement Agreements for cost of work

# <sup>©</sup>NORTH MERCED ANNEXATION STUDY AREA

- Approximately 7,600 acres within the City's Sphere of Influence
- Generally located east of G Street and north of Yosemite Avenue
- Approximately 700 separate parcels and over 600 property owners
- Approximately 10-15 property owners who control large areas of over 100 acres or more



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## NORTH MERCED ANNEXATION STUDY AREA

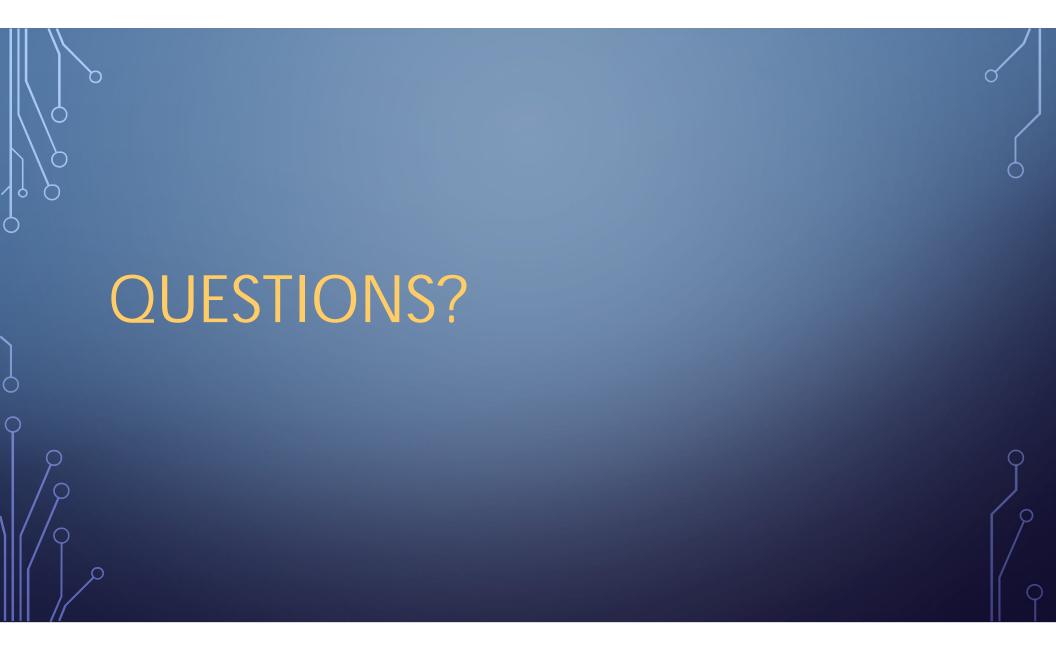
# ▶ PROPOSED SCOPE OF WORK

City staff has prepared a Request for Proposals (RFP) which was sent out to approximately 15 to 20 consultants and posted on the City's website on August 27, 2018. The requested scope of services includes:

- Review all historical documents
- Conduct up to 20 assessment meetings with each potential annexation applicant and/or project developer
- Conduct up to 4 meetings with partnering agencies
- Organize and hold a series of community workshops (at least 5)
- Formally poll land owners and registered voters
- Provide an analysis of any potential alternatives to annexation
- Prepare a formal report
- Participate in two public workshops

# ▷ RFP REVIEW & SELECTION SCHEDULE

Action	Date	Notes	
RFP Released	Monday, August 27, 2018		
Proposers Meeti	ng Friday, September 21, 2018	1:30 P.M. to 4:00 P.M.	
Proposal Due Da	te Thursday, October 4, 2018	Received by 5:00 P.M.	
Consultant Interviews	Tuesday, October 30, 2018	Please Block Out Entire Day.	
City Council Contract Approv	Monday, November 19, al 2018 (Tentative)	6:00 P.M. (Consultant Attendance not required)	





## **ADMINISTRATIVE REPORT**

## Agenda Item K.3.

Meeting Date: 9/4/2018

Report Prepared by: Frank Quintero, Director of Economic Development

SUBJECT: <u>Request City Council Direction Regarding Next Steps on Industrial Park Land</u> <u>Development</u>

## **REPORT IN BRIEF**

City staff is requesting direction from the City Council regarding next steps on industrial park land for development.

## RECOMMENDATION

Provide direction to staff regarding the annexation of Industrial Park land.

## ALTERNATIVES

1. Direct staff to pursue the annexation of Industrial Park Study Area #7; or,

2. Direct staff to pursue the annexation of Industrial designated land with the City Sphere of Influence; or,

3. Direct staff to concurrently pursue the annexation of Industrial designated land within the City's Sphere of Influence and Industrial Park Study Area #7.

## AUTHORITY

Merced City Charter, Section 200

## **CITY COUNCIL PRIORITIES**

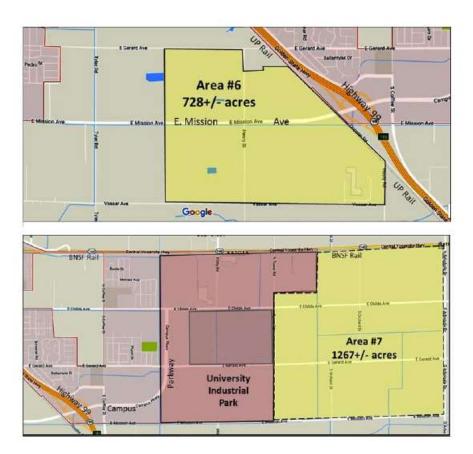
City of Merced Adopted Budget Fiscal Year 2018-2019, Section 7 - Economic Development, Objective #1 - "Proceed with the necessary steps towards developing a new local and/or regional industrial park."

## DISCUSSION

The City Council and staff agree that planning needs to take place now to secure suitable areas for industrial park land development. The consultant team of Chabin Concepts and DSG Advisors conducted a feasibility study of where to site the next industrial park. Five locations were considered for future industrial park development.

The areas making the final cut were Area #6, situated south of Mission Avenue/Highway 99/Campus Parkway interchange and Area #7 located north of the Mission Avenue/Highway 99/Campus Parkway interchange and east of the University Industrial Park (See FIGURE 1). At the City Council meeting of June 19, 2017, the City Council considered selecting Industrial Park Study Area #6 (±728-acres) or Industrial Park Study Area #7 (±1267-acres.) The Council selected Industrial Park Study Area #7.

Consultants Quad Knopf conducted an outreach effort polling the property owners in Study Area #7 if they supported or opposed annexation of the subject area as an industrial park. Quad Knopf reported that 42.3% (761-acres) supported the transition of their land from agriculture to industrial and 34.6% (342-acres) opposed the transition of the their land from agriculture to industrial. During the neighborhood meeting, residents expressed concern about losing prime agricultural farmland, additional truck traffic, water, and flooding should the Area become an industrial park.



## FIGURE 1 - Industrial Park Study Areas #6 and #7

Staff and the consultant met with County and LAFCO to discuss annexing Study Area #7. Other entitlements and studies required for the annexation include a General Plan Amendment, Pre-Zoning, Sphere of Influence Amendment, Master/Specific Plan, Environment Impact Report, Infrastructure Plan, and Targeted Industrial Analysis.

The discussion at hand relates to providing direction to staff on the next steps to implementing Council's priority project of annexing Industrial Park Study Area #7. Staff anticipates the project will be phased between 3 to 5 years.

## New Factors to Consider

## One-Voice Meeting with the Economic Development Administration: The Merced County One

Voice delegation, including Economic Development Director Quintero and Council members Pedrozo and Serratto met with staff from the Economic Development Administration (EDA). When asked about funding for the development of a new industrial park, the EDA representative suggested that the City of Merced phase the project and secure a private sector developer. Industrial park developments are generally a joint venture between the public and private sectors involving industrial developers such as ProLogis or Panattoni Development Company.

**Altamont Corridor Express Train:** The Ceres to Merced ACE Extension Project Draft Environmental Impact Report (DEIR) states that to support train layovers, storage, maintenance, and operations associated with the extension to Merced, a new layover facility would be constructed north of downtown Merced. The DEIR identifies a primary and alternative site for the Merced Layover Facility. The primary site is located near southbound Highway 99 and W. 16<sup>th</sup> Street off-ramp located in the County. The alternative site is located north of the primary site and is best known as the former Ragu plant found in the Western Industrial Park.

Staff anticipates that support and service industries would want to locate near the layover facility. The information released in the DEIR came after staff began investigating the Industrial Park Study Areas.

## Industrial Park Development Phasing and Implementation Alternatives

**Industrial Park Study Area #7:** Council's priority is to move forward with bringing Area #7 in as the City's next developable Industrial Park. Staff anticipates securing the entitlements and related studies may take 3 to 5 years. Development of the future industrial park is seen as a phased project. A new sizeable industrial park is definitely needed to support and attract job-creating investments to the City of Merced.

As previously stated, Area #7 requires the following entitlements and studies: Annexation, General Plan Amendment, Pre-Zoning, Sphere of Influence Amendment, Master/Specific Plan, Environment Impact Report, Infrastructure Plan, and Targeted Industrial Analysis.

**South of the Airport Industrial Park:** Immediately south of the Airport Industrial Park are 5-parcels totaling ±258-acres (See FIGURE 2). The parcels are within the City's Sphere of Influence, and are currently designated on the Merced County General Plan as a mix of Industrial Reserve and Agriculture. Infrastructure and utilities are located north of the site at Thornton Avenue and Hawk Drive in the Airport Industrial Park. To bring these properties into the City requires Annexation, Pre-Zoning, and California Environmental Quality Act review. The annexation may be considered an extension of the Airport Industrial Park.

**Northwest Merced Industrial Area:** Along the west side of Highway 59 between Rascal Creek are 12-parcels totaling ±440-acres (See FIGURE 3). The subject area lies within the City of Merced Sphere of Influence on the General Plan Map with Industrial and Business Park designations. Properties are designated Industrial on the County's General Plan Map. To bring these properties into the City requires Annexation, General Plan Amendment, Pre-Zoning, and California Environmental Quality Act review.

## FIGURE 2 - South of the Airport Industrial Park



FIGURE 3 - Rascal Creek to Yosemite Avenue



Next Steps: The City Council and staff should continue focusing on annexing and developing

## File #: 18-439

Industrial Park Study Area #7. However, given the long-term nature of the project as a whole, requesting funding from the Economic Development Administration, and securing a private developer, the Council may also want to consider pursuing the industrial park areas already located within the City's Sphere of Influence (Figures 2 and 3) while moving forward with Area #7. These concurrent actions would ensure providing ample industrial park property to support the ACE Train layover facility and secure sufficient developable land for future job generating investments.

## IMPACT ON CITY RESOURCES

At this point, no appropriation of funds is needed. However, moving forward with the items identified under the heading of Next Steps will require the use of consultants, securing consultants, and appropriation of funds.

## CITY OF MERCED



## **ADMINISTRATIVE REPORT**

## Agenda Item L.1.

Meeting Date: 9/4/2018

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

## SUBJECT: Appointments (2) - Building and Housing Board of Appeals

## **REPORT IN BRIEF**

Accept nominations to fill Building and Housing Board of Appeals vacancies.

## RECOMMENDATION

**City Council** - Adopt a motion accepting nominations and appointing two individuals to the Building and Housing Board of Appeals and directing staff to continue recruitment for additional vacancies.

## ALTERNATIVES

- 1. Approve, as recommended; or,
- 2. Approve, subject to other than recommended; or,
- 3. Deny; or,
- 4. Direct the Clerk's Office to continue recruitment for the vacancies.

## AUTHORITY

Merced Municipal Code, Section 3.38.050.

## DISCUSSION

The Building and Housing Board of Appeals was established upon the adoption of Ordinance No. 2151 at the April 5, 2004 City Council meeting. The purpose of the Building and Housing Board of Appeals is to hear and decide appeals of orders, decisions, or determinations made by the Chief Building Official relative to the application an interpretation of the Merced Municipal Code, including all Building Code, Housing Code, Administrative Code, Electrical Code, Mechanical Code, Plumbing Code, Fire Prevention Code, and Abatement of Dangerous Buildings Code. The Board meets once a year.

## ATTACHMENTS

- 1. Application of Ashley McComb Thanadabouth
- 2. Application of Curtis Papineau
- 3. Current Roster

## Profile

Ashley	М	McComb Thanadabouth
First Name	Middle Initial	Last Name
Golden Valley Engineering & Surveying	Project Er	ngineer
Employer	Job Title	
Email Address		
Primary Phone	Alternate Phone	e
Are you 18 years of age or ol	der? (Require	ed)
⊙ Yes ⊂ No		
Question applies to multiple boards		
Do you live within the City Li	mits of Merce	ed? (Required)
⊙ Yes ∩ No		

Street Address	Suite or Apt	
	State	
City		Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

⊙ Yes ⊙ No

Are you currently serving on a Board or Commission? If so, please list:

## Which Boards would you like to apply for?

Building and Housing Board of Appeals: Submitted

Question applies to multiple boards Highest Level of Education Completed: \*

Master's Degree

## Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

⊙ Yes ⊙ No

If you selected no, please identify how you would like to be contacted:

## Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

As a Merced native, I am eager to participate in volunteer positions where I can use my professional experience to contribute to my community. I hold a Professional Civil Engineering License in the State of California, and I am a candidate for the Structural Licence examination. I have worked in the Civil/Structural Engineering field for more than 8 years.

Please list your current employer and relevant volunteer experience.

## What is your understanding of the roles and responsibilities of this Board or Commission?

To hear and decide appeals of orders, decisions, or determinations made by the Chief Building Official relative to the application and interpretation of the following codes: Merced Municipal Code, including all Building Codes, Housing, Administrative, Electrical, Mechanical, Plumbing, Fire Prevention, and Abatement of Dangerous Buildings.

Do you have experience or special knowledge pertaining to this Board or Commission?

Please, see attached resume.

## **Requirements**

Question applies to multiple boards **AB 1234 Ethics Training** 

✓ I Agree \*

Question applies to multiple boards **Attendance Policy** 

✔ I Agree \*

Statement of Economic Interests - FPPC Form 700

▼ I Agree \*

Question applies to multiple boards

Oath of Office

✓ I Agree \*

## ✓ I Agree \*

## How did you hear about this vacancy? \*

### Other

## **Denise Frazier**

If you selected other, please indicate how you learned about the vacancy:

## Demographics

## **Ethnicity**

None Selected

Gender

None Selected

Date of Birth

## Submission

## AM

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

## Profile

Curtis	R	Papineau	
First Name	Middle Initial	Last Name	
	_		
Papineau Home Improvement	Owner		
Employer	Job Title		
Email Address			
Primary Phone	Alternate Phone		
	Automato Friono		
Are you 18 years of age or older	? (Required	(k	
⊙ Yes ⊖ No			

Question applies to multiple boards

## Do you live within the City Limits of Merced? (Required)

## ⊙ Yes ⊙ No

Street Address	Suite or Apt	
	State	
City		Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

⊙ Yes ∩ No

#### No

Are you currently serving on a Board or Commission? If so, please list:

## Which Boards would you like to apply for?

Building and Housing Board of Appeals: Submitted

Question applies to multiple boards Highest Level of Education Completed: \*

Some College, No Degree

## Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

⊙ Yes ⊙ No

If you selected no, please identify how you would like to be contacted:

## **Interests & Experiences**

Tell us about yourself, and why you are applying for this particular Board or Commission:

I am a general contractor and I have an interest in the process.

Please list your current employer and relevant volunteer experience.

Papineau Home Improvement

What is your understanding of the roles and responsibilities of this Board or Commission?

I have a limited knowledge of the roles and responsibilities of this board.

Do you have experience or special knowledge pertaining to this Board or Commission?

I have over 40 years experience in the construction field.

Any other comments you would like to add that may assist the City Council in their decision?

## **Requirements**

Question applies to multiple boards

## AB 1234 Ethics Training

## ✓ I Agree \*

Question applies to multiple boards **Attendance Policy** 

## ✓ I Agree \*

## **Statement of Economic Interests - FPPC Form 700**

## ✓ I Agree \*

Question applies to multiple boards **Oath of Office** 

✓ I Agree \*

Question applies to multiple boards Public Scrutiny

✓ I Agree \*

## A Friend

If you selected other, please indicate how you learned about the vacancy:

## **Demographics**

## Ethnicity

Caucasian/Non-Hispanic

### Gender

Male

### 02/28/1960

Date of Birth

## Submission

## C.R.P.

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.



# City of Merced, CA BUILDING AND HOUSING BOARD OF APPEALS

BOARD ROSTER				
D	ALFRED ALVAREZ 2nd Term Jul 01, 2014 - Jul 01, 2018	Appointing Authority City Council Position Member Office/Role Civil Engineer		
	VACANCY			





#### ADMINISTRATIVE REPORT

#### Agenda Item L.2.

#### Meeting Date: 9/4/2018

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

#### SUBJECT: City Council Position on League of California Cities Resolutions

#### **REPORT IN BRIEF**

Provides direction to the City's official League of California Cities voting delegate on two proposed League Resolutions.

#### RECOMMENDATION

**City Council** - Adopt a motion stating the City's position on each of the two proposed League Resolutions and directing the City's official League voting delegate to cast votes as such at the League's Annual Business Meeting on Friday, September 14, at the Long Beach Convention Center.

#### ATTACHMENTS

1. League of California Cities Resolution Packet



#### **\*REVISED**

## Annual Conference Resolutions Packet

## 2018 Annual Conference Resolutions



Long Beach, California

September 12 – 14, 2018

\*This packet has been updated to clarify the distinction between the support received from cities and support received from individual city officials for the proposed resolutions.

#### **INFORMATION AND PROCEDURES**

**<u>RESOLUTIONS CONTAINED IN THIS PACKET</u>**: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, <u>two resolutions</u> have been introduced for consideration at the Annual Conference and referred to League policy committees.

<u>POLICY COMMITTEES</u>: Five policy committees will meet at the Annual Conference to consider and take action on the resolutions referred to them. The committees are: Environmental Quality, Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works. The committees will meet from 9:00 - 11:00 a.m. on Wednesday, September 12, at the Hyatt Regency Long Beach. The sponsors of the resolutions have been notified of the time and location of the meeting.

**GENERAL RESOLUTIONS COMMITTEE**: This committee will meet at 1:00 p.m. on Thursday, September 13, at the Hyatt Long Beach, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

**ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY**: This meeting will be held at 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center.

**PETITIONED RESOLUTIONS**: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 13. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: <u>mdesmond@cacities.org</u> or (916) 658-8224

#### **GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS**

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

#### **Guidelines for Annual Conference Resolutions**

- 1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
- 2. The issue is not of a purely local or regional concern.
- 3. The recommended policy should not simply restate existing League policy.
- 4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
  - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
  - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

#### LOCATION OF MEETINGS

#### **Policy Committee Meetings**

Wednesday, September 12, 9:00 – 11:00 a.m. Hyatt Regency Long Beach 200 South Pine Avenue, Long Beach

#### The following committees will be meeting:

- **1.** Environmental Quality
- 2. Governance, Transparency & Labor Relations
- 3. Housing, Community & Economic Development
- 4. Revenue & Taxation
- 5. Transportation, Communication & Public Works

#### **General Resolutions Committee**

Thursday, September 13, 1:00 p.m. Hyatt Regency Long Beach 200 South Pine Avenue, Long Beach

#### Annual Business Meeting and General Assembly Luncheon

Friday, September 14, 12:30 p.m. Long Beach Convention Center 300 East Ocean Boulevard, Long Beach

#### **KEY TO ACTIONS TAKEN ON RESOLUTIONS**

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action			
			1	2	3
		to ( 2 - Ge	•	esolutions ( olutions Co	mmendation Committee mmittee

#### ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	<u>^</u>	2
		1	2	3
2	Repeal Preemption of Regulating Pesticides			
	GOVERNANCE, TRANSPARENCY & LABOR RELATI	ONS POLIC	Y COMMI	TEE
	· · · · · · · · · · · · · · · · · ·	1	2	3
1	Local Municipal Authority, Control, and Revenue			
HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE				
		1	2	3
1	Local Municipal Authority, Control, and Revenue			
			-	•
	<b>REVENUE &amp; TAXATION POLICY CO</b>	<b>MMITTEE</b>		
		1	2	3
1	Local Municipal Authority, Control, and Revenue			
1	Local Municipal Authority, Control, and Revenue			

#### Local Municipal Authority, Control, and Revenue 1

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: <u>www.cacities.org</u>. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

#### KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES	<u>KEY</u>	TO ACTIONS TAKEN
1. Policy Committee	А	Approve
2. General Resolutions Committee	D	Disapprove
3. General Assembly		No Action
A CTION EQOTNOTES		Refer to appropriate policy committee for study
ACTION FOOTNOTES	а	Amend+
* Subject matter covered in another resolution	Aa	Approve as amended+
** Existing League policy	Aaa	Approve with additional amendment(s)+
*** Local authority presently exists		Refer as amended to appropriate policy committee for study+
	Raa	Additional amendments and refer+
	Da	Amend (for clarity or brevity) and Disapprove+
	Na	Amend (for clarity or brevity) and take No Action+
	W	Withdrawn by Sponsor

#### **Procedural Note:**

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: <u>Resolution Process</u>.

#### 1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE LEAGUE TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE AND EXPLORE THE PREPARATION OF A BALLOT MEASURE AND/OR CONSTITUTIONAL AMENDMENT THAT WOULD FURTHER STRENGTHEN LOCAL DEMOCRACY AND AUTHORITY

Source: City of Beverly Hills

Concurrence of five or more cities/city officials

Cities: Duarte; Oceanside

<u>City Officials</u>: Sho Tay, Mayor, Arcadia; Emily Gabel-Luddy, Mayor, Burbank; Steven Scharf, Council Member, Cupertino; Alan Wapner, Mayor pro Tem, Ontario; Lydia Kou, Council Member, Palo Alto; Bill Brand, Mayor, Redondo Beach; David Terrazas, Mayor, Santa Cruz; Michael Goldman, Council Member, Sunnyvale; Patrick Furey, Mayor, Torrance; Lauren Meister, Council Member, West Hollywood

<u>Referred to</u>: Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works Policy Committees

**WHEREAS**, the State of California is comprised of diverse communities that are home to persons of differing backgrounds, needs, and aspirations; yet united by the vision that the most accessible, responsive, effective, and transparent form of democratic government is found at the local level and in their own communities; and

WHEREAS, subsidiarity is the principle that democratic decisions are best made at the most local level best suited to address the needs of the People, and suggests that local governments should be allowed to find solutions at the local level before the California Legislature imposes uniform and overreaching measures throughout the State; and

**WHEREAS**, the California Constitution recognizes that local self-government is the cornerstone of democracy by empowering cities to enact local laws and policies designed to protect the local public health, safety and welfare of their residents and govern the municipal affairs of charter cities; and

WHEREAS, over recent years there have been an increasing number of measures introduced within the Legislature or proposed for the state ballot, often sponsored by powerful interest groups and corporations, aimed at undermining the authority, control and revenue options for local governments and their residents; and

WHEREAS, powerful interest groups and corporations are willing to spend millions in political contributions to legislators to advance legislation, or to hire paid signature gatherers to qualify deceptive ballot proposals attempting to overrule or silence the voices of local residents and their democratically-elected local governments affected by their proposed policies; and

**WHEREAS**, powerful interest groups and corporations propose and advance such measures because they view local democracy as an obstacle that disrupts the efficiency of

implementing corporate plans and increasing profits and therefore object when local residents either through their elected city councils, boards of supervisors, special district boards, or by action of local voters—enact local ordinances and policies tailored to fit the needs of their individual communities; and

WHEREAS, public polling repeatedly demonstrates that local residents and voters have the highest levels of confidence in levels of government that are closest to the people, and thus would be likely to strongly support a ballot measure that would further strengthen the ability of communities to govern themselves without micromanagement from the state or having their authority undermined by deep-pocketed and powerful interests and corporations.

**RESOLVED** that the League of California Cities should assess the increasing vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and/or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy to best preserve their local quality of life.

#### **Background Information on Resolution No. 1**

Source: City of Beverly Hills

#### **Background:**

The relationship between the state and cities functions best as a partnership where major policy issues are approached by the state with careful consideration of the varied conditions among the state's 482 cities and 58 counties. There should be an appreciation of the importance of retaining local flexibility to tailor policies to reflect the needs and circumstances of the local community. Still, cities have had to respond to state legislation that undermines the principle of "local control" over important issues such as land use, housing, finance, infrastructure, elections, labor relations and other issues directly affecting cities.

Alexis de Tocqueville's "Democracy in America" examined the operation of the principle of subsidiarity in the early 19<sup>th</sup> century. Subsidiarity is an organizing principle that states matters should be handled by the smallest, lowest or least centralized competent authority. Tocqueville wrote that "Decentralization has not only an administrative value, but also a civic dimension, since it increases the opportunities for citizens to take interest in public affairs; it makes them get accustomed to using freedom." Tocqueville's works were first published in 1835 with a second volume published in 1840. The United States had a population of just 17 million people in 1840, less than 50% of the population of California today and yet there was value found in decentralization.

Another consideration is to examine how the European Union ("EU") operates. There are two prime guiding principles for the EU. The first is principle of conferral, which states that the EU should act only within the limits of the competences conferred on it by the treaties. The second, which is relevant to this resolution, is the principle of subsidiarity, which states that the EU should act only where an objective cannot be sufficiently achieved by the member states acting alone. Sacramento should operate in a similar manner and only govern when objectives need to be achieved at a much larger level than a local government.

For years, Governor Jerry Brown himself has spoken on the principle of "subsidiarity." Governor Brown has asserted for numerous years that local officials should have the flexibility to act without micromanagement from Sacramento.

Legislation introduced in both 2017 and 2018 by the state legislature has continually threatened local control in flagrant opposition to the principle of subsidiarity. This has included, but not been limited to, Senate Bill 649 (Hueso) Wireless Telecommunications Facilities ("SB 649") in 2017; AB 252 (Ridley-Thomas) Local government: taxation: prohibition: video streaming services ("AB 252") in 2017; and Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus ("SB 827") in 2018.

SB 649 would have applied to all telecommunications providers and the equipment they use, including "micro-wireless," "small cell," and "macro-towers," as well as a range of video and cable services. The bill would have allowed the use of "small cell" wireless

antennas and related equipment without a local discretionary permit in all zoning districts as a use by-right, subject only to an administrative permit. Additionally, SB 649 provided a de facto CEQA exemption for the installation of such facilities and precluded consideration by the public for the aesthetic, nuisance, and environmental impacts of these facilities. SB 649 would have also removed the ability for cities to obtain fair and reasonable compensation when authorizing the use of public property and rights of way from a "for profit" company for this type of use.

SB 649 passed out of the State Assembly by a vote of 46-16-17 and out of the State Senate by a vote of 22-10-8 despite over 300 cities and 47 counties in California providing letters of opposition. Ultimately, Governor Brown vetoed the bill as he believed "that the interest which localities have in managing rights of way requires a more balanced solution than the one achieved in this bill." It is strongly believed that the issue of wireless telecommunications facilities is not over and it is anticipated that legislation will be introduced on this topic in January 2019.

Another example of an incursion into local control was AB 252, which would have prohibited any tax on the sale or use of video streaming services, including sales and use taxes and utility user taxes. Over the last two decades, voters in 107 cities and 3 counties have adopted measures to modernize their Utility User Tax ("UUT") ordinances. Of these jurisdictions, 87 cities and 1 county approved ordinances to allow a UUT on video providers. Prior to its first Committee hearing, AB 252 received opposition letters from 37 cities, the League of California Cities, South Bay Council of Governments, California Contract Cities Association, and nine other organizations. This bill failed in the Assembly Revenue and Taxation Committee 8-0-2, which the author of the Committee chaired.

More recently, SB 827 would have overridden local control on housing development that was within ½ mile of a major transit stop or ¼ mile from a high-quality bus corridor as defined by the legislation with some limitations. On April 17, 2018, SB 827 failed in the Senate Transportation and Housing Committee 4-6-3 but was granted reconsideration. State legislators have indicated they will continue to introduce legislation that will override local zoning ordinances for the development of affordable housing in conjunction with mixed use and/or luxury condominium/apartment housing.

These are just three examples of the increasing attempts by Sacramento to supersede local control. Presently, there are discussions occurring in Sacramento to ban cities from creating their own municipal broadband or to prohibit local ordinances over the regulation of shared mobility devices such as dockless electric scooters. These decisions should remain with each individual jurisdiction to decide based on the uniqueness of their community and the constituents that live in each city.

Often fueled by the actions of special interest groups, Sacramento is continually attempting to overreach their authority with various incursions on local control. The desire in Sacramento to strip communities of their ability to make decisions over issues which should remain at the local level seems to intensify each state legislative cycle. Increasingly, legislation is being introduced with a "one-size-fits-all" approach which is detrimental in a state with over 40 million residents that have extremely diverse communities from the desert to the sea, from the southern to the northern borders.

Loren King in the book "Cities, Subsidiarity and Federalism" states, "Decisions should be made at the lowest feasible scale possible". The proposed resolution directs the League of California Cities to assess the increasing vulnerabilities to local authority, control and revenue. It also directs the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment which would aim to ensure that decisions are made as close to home as possible.

Local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state's voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic. Any ballot measure and/or constitutional amendment should institutionalize the principle of subsidiarity, while encouraging inclusive regional cooperation that recognizes the diversity of California's many individual communities. The time has come to allow the residents of California's voters to decide if they prefer top down governance from Sacramento or bottom up governing from their own locally elected officials.

#### League of California Cities Staff Analysis on Resolution No. 1

Staff:	Dan Carrigg, Johnnie Pina
Committees:	Governance, Transparency and Labor Relations
	Housing, Community & Economic Development
	Revenue & Taxation
	Transportation, Communication and Public Works

#### Summary:

This Resolution states that the League of California Cities should assess the vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

#### **Background:**

The City of Beverly Hills is sponsoring this resolution in reaction to their concerns over measures coming from the Legislature and the initiative process attempting to roll back local control and hinder cities from providing optimal services to their residents.

As examples, the city cites the 2017-2018 legislative cycle, the Legislature introduced bills such as Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, and AB 252 (Ridley-Thomas) proposing to prohibit taxes on video streaming services, and more recently Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing. SB 649 was vetoed by the Governor and SB 827 died in policy committee, however if these measures had been signed into law they would have impinged on the ability of a local government to be responsive to the needs of their constituents.

The city maintains that "local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state's voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic."

#### **Fiscal Impact:**

By requesting the League to "assess" vulnerabilities and "explore" the preparation of a ballot measure that would further protect local authority, there are no proposals to be quantified. But it is presumed that the League would not pursue a measure that did not have positive impacts of further protecting local authority.

For the League as an organization, however, the fiscal impact of sponsoring a ballot measure can be very expensive. It can take several million dollars to qualify a measure via signature gathering, and much more to fund an effective campaign and overcome organized opposition.

#### **Comments:**

1) Ballot measure advocacy is a settled aspect of California's political process. This year's November ballot is an example of that, with proposals ranging from dividing California

into three states, restoring rent control, repealing transportation funding, to funding housing and water bonds. Three other measures are not on the November ballot after their sponsors spent millions gathering signatures to qualify measures, then leveraged last-minute legislative deals in exchange for pulling them from the ballot.

- 2) Most major stakeholder organizations in Sacramento have realized that they cannot rely on legislative advocacy alone to protect their interests, but must develop and maintain the capacity to protect their interests in the ballot process as well.
- 3) The League has been engaged in ballot advocacy for nearly 20 years. In the early 2000's, city officials were angered by repeated state raids of local revenues. These concerns led to the League —for the first time in its then 100-year history—developing a ballot advocacy infrastructure that included forming and fundraising for an issues political action committee (PAC), establishing a network of regional managers, and building a coalition with other organizations that ultimately led to the passage of Prop. 1A of 2004. Over the years, the League's successful campaigns include the passage of Proposition 1A and Proposition 99 and the defeat of Propositions 90 and 98.

#### a. Yes on Proposition 1A (2004)

As a result of the passage of Prop 1A, local government revenues that otherwise would have been raided by the state legislature were kept in local coffers. This resulted in increased funding for public safety, health, libraries, parks and other locally delivered services. Proposition 1A PASSED WITH 83.7% OF THE VOTE.

#### b. No on Proposition 90 (2006)

Prop. 90 was a well-financed special interest-backed initiative that sought to eliminate most of local governments' land use decision making authority. Led by the League, the opposition educated voters on how this measure's far reaching provisions would have cost taxpayers billions of dollars by driving up the cost of infrastructure projects, prevented voters and state and local agencies from enacting environmental protections, jeopardized public safety services and more. Proposition 90 FAILED WITH 52.4% OF THE VOTERS VOTING NO.

#### c. No on Proposition 98 Yes on Proposition 99 (2008)

Given the hidden agendas within Prop 98, our message was not always an easy one to communicate to the electorate. The No on 98/ Yes on 99 campaign was able to educate voters on the important differences between both measures. As a result, important eminent domain reforms were enacted and both land use decision making and rent control were preserved within our communities. Proposition 98 FAILED WITH 61.6% OF THE VOTERS VOTING NO. Proposition 99 PASSED BY 61% OF THE VOTE.

#### d. Yes on Proposition 22 (2010)

As a result of the passage, local governments have been able to pay for infrastructure investment, create local jobs and avoid devastating cuts in our communities. Proposition 22 APPROVED BY 60.7% OF VOTERS.

- 4) While the League has been able to recently defeat several major legislative proposals aimed and undermining local authority, and avoid a battle over the Business Roundtable's measure in November due to the "soda tax" deal, the threats to local authority and revenue remain a constant concern. Other interest groups may be emboldened by some of the recent "deals" cut by ballot proponents and seek to implement similar strategies for the 2020 ballot. The next Governor may also have different philosophies then Governor Jerry Brown on "subsidiarity."
- 5) The League's President opted to send this resolution to four policy committees for several reasons: (a) the recent major threats to local control covered broad policy areas: telecom, land use, contracting, and revenue; and (b) having this issue vetted broadly within the League policy process will provide a better assessment of the depth of concern for the vulnerability to local control within the membership
- 6) If the membership chooses to approve this measure, it is strongly advisable to retain continued flexibility for the League to "assess" vulnerabilities and "explore" options. Any ballot initiative consideration must be approached very carefully by the organization. It is a difficult and very expensive endeavor that can have additional political ramifications. For 120 years the League's core mission has been to protect local control and it has gone to the ballot successfully before to do so -- but any such effort must be approached thoughtfully, prudently and cautiously.

#### **Existing League Policy:**

Related to this Resolution, existing policy provides:

- The League of California Cities' Mission Statement is, "To expand and protect local control for cities through education and advocacy. To enhance the quality of life for all Californians"
- The League of California Cities' Summary of Existing Policy and Guidelines states, "We Believe
  - Local self-governance is the cornerstone of democracy.
  - Our strength lies in the unity of our diverse communities of interest.
  - In the involvement of all stakeholders in establishing goals and in solving problems.
  - In conducting the business of government with openness, respect, and civility.
  - The spirit of public service is what builds communities.
  - Open decision-making that is of the highest ethical standards honors the public trust.
  - Cities are the economic engine of California.
  - The vitality of cities is dependent upon their fiscal stability and local autonomy.
  - The active participation of all city officials increases the League's effectiveness.
  - Focused advocacy and lobbying is most effective through partnerships and collaboration.
  - Well-informed city officials mean responsive, visionary leadership, and effective and efficient
  - o city operations."
- Click here to view the Summary of Existing Policy and Guiding Principles 2018.

#### Support:

The following letters of concurrence were received: Steven Scharf, Cupertino City Council Member; Michael S. Goldman, Sunnyvale City Council; Lydia Kou, Palo Alto City Council Member; David Terrazas, Mayor of Santa Cruz; Peter Weiss, Mayor of Oceanside; Alan D. Wapner, Mayor pro Tem of Ontario; Patrick Furey, Mayor of Torrance; Lauren Meister, West Hollywood Council Member; Liz Reilly, Duarte Mayor Pro Tem; Bill Brand, Mayor of Redondo Beach; Sho Tay, Mayor of Arcadia; Emily Gabel-Luddy, Mayor of Burbank.

#### 2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Source: City of Malibu

Concurrence of five or more cities/city officials

Cities: Agoura Hills; Calabasas; Moorpark

<u>City Officials</u>: Brett Lee, Mayor pro Tem, Davis; Catherine Carlton, Council Member, Menlo Park; Suza Francina, Council Member, Ojai; Carmen Ramirez, Mayor pro Tem, Oxnard; Tom Butt, Mayor, Richmond; Lindsay Horvath, Council Member, West Hollywood <u>Referred to</u>: Environmental Quality

**WHEREAS**, anticoagulant rodenticides are poisonous bait products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals, including pets, that accidentally ingest the products. Approximately 10,000 children under the age of six are accidentally poisoned by anticoagulant rodenticides each year nationwide; and

WHEREAS, in response to these harms, the California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides; and

**WHEREAS**, the state of California currently only recognizes the harm posed by secondgeneration anticoagulant rodenticides, which are prohibited in state wildlife habitat areas but are still available for agricultural purposes and by certified applicators throughout the state of California; and

**WHEREAS**, first-generation anticoagulant rodenticides are still available to the public and used throughout California without limitation; and

**WHEREAS**, nonpoisonous rodent control methods, such as controlling trash, sealing buildings, setting traps, erecting raptor poles and owl boxes, and removing rodent nesting areas are also effective rodent control methods; and

WHEREAS, the state of California preempts cities from regulating pesticides; and

**WHEREAS**, many cities across California have passed resolutions restricting pesticide use on city property and have expressed the desire to ban the use of pesticides within their jurisdictions.

**NOW, THEREFORE, BE IT RESOLVED** by the General Assembly of the League of California Cities, assembled in Long Beach, California on September 14, 2018, to do as follows:

- 1. Encourage the state of California to fund and sponsor further research into the negative impacts of anticoagulant rodenticides to determine whether the use of these products should be further restricted or banned statewide.
- 2. Direct the League of California Cities staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impact of anticoagulant rodenticides;
- 3. Encourage cities throughout California to eliminate use of anticoagulant rodenticides as part of their maintenance program in city-owned parks, lands, and facilities and to report on the effectiveness of other rodent control methods used in in their maintenance program;
- 4. Encourage property owners throughout California to eliminate use of anticoagulant rodenticides on their properties;
- 5. Encourage cities throughout California to join in these advocacy efforts to mitigate the unintended negative impacts of anticoagulant rodenticides;
- 6. Endorse a repeal of California Food and Agriculture Code § 11501.1 to end local preemption of regulating pesticides; and
- 7. Call for the Governor and the Legislature to work with the League of California Cities and other stakeholders to consider and implement this reform.

#### **Background Information on Resolution**

<u>Source:</u> City of Malibu <u>Background:</u>

#### A. Anticoagulant rodenticides are unnecessarily destructive and dangerous

Anticoagulant rodenticides contain lethal agents that disrupt the normal blood clotting or coagulation process causing dosed rodents to die from uncontrolled bleeding or hemorrhaging. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait. Animals commonly targeted by anticoagulant rodenticides include rats, mice, gophers and squirrels. Non-target predator wildlife victims, which are exposed to an 80-90% risk of poisoning, include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. The endangered species at risk of poisoning include fishers, spotted owls, and San Joaquin foxes. The use of anticoagulant rodenticides not only harms rodents, but it commonly harms pets, such as dogs, cats, and bunnies, and other wildlife that mistakenly eat the bait through primary poisoning or that unknowingly consume animals that have ingested the anticoagulant rodenticide through secondary poisoning. Children also suffer poisoning by mistakenly ingesting anticoagulant rodenticides.

California recognizes the grave harm that can be caused by anticoagulant rodenticides and has partially restricted access to second-generation anticoagulant rodenticides by the public:

Because of documented hazards to wildlife, pets and children, the California Department of Pesticide Regulation has restricted public access to some of these materials in California. As of July 1, 2014, rodenticide products containing the active ingredients brodifacoum, bromadiolone, difethialone and difenacoum are only to be used by licensed applicators (professional exterminators).<sup>1</sup>

California has also prohibited the use of these ingredients in any "wildlife habitat area," which is defined as "any state park, state wildlife refuge, or state conservancy."<sup>2</sup>

The United State Environmental Protection Agency<sup>3</sup> and the California Department of Pesticide Regulation<sup>4</sup> have both documented in detail the damage to wildlife from second-generation anticoagulant rodenticides in support of the 2014 consumer ban on the purchase and use of the products. While first-generation anticoagulant rodenticides are less toxic, they are far more abundant due to their continued availability to all members of public.<sup>4</sup> The California Department of Fish & Wildlife was tasked with collecting data on poisoning incidents to ascertain the effectiveness of the restrictions on second-generation anticoagulant rodenticides. After almost four years of collecting data, there was no evidence supporting a reduction in the number of poisonings.

<sup>&</sup>lt;sup>1</sup> https://www.wildlife.ca.gov/living-with-wildlife/rodenticides.

<sup>&</sup>lt;sup>2</sup> Cal. Food and Agric. Code § 12978.7.

<sup>&</sup>lt;sup>3</sup> https://www.epa.gov/rodenticides/restrictions-rodenticide-products

<sup>&</sup>lt;sup>4</sup> https://www.cdpr.ca.gov/docs/registration/reevaluation/chemicals/brodifacoum\_final\_assess.pdf

Recent studies by the University of California, Los Angeles and the National Park Service on bobcats have shown that first-generation anticoagulant rodenticide poisoning levels similar to the second-generation anticoagulant rodenticides poisoning levels.<sup>5</sup> A comprehensive study of 111 mountain lions in 37 California counties found first-generation anticoagulant rodenticides in the liver tissue of 81 mountain lions (73% of those studied) across 33 of the 37 counties, and second-generation anticoagulant rodenticides in 102 mountain lions (92% of those studied) across 35 of the 37 counties.<sup>6</sup> First-generation anticoagulant rodenticides were identified as contributing to the poisoning of Griffith Park mountain lion, P-22, (who was rescued), and the deaths of Newbury Park mountain lion, P-34, and Verdugo Hills mountain lion, P-41.

This data demonstrates the inadequacy of current legislative measures to ameliorate the documented problem caused by both second-generation and first-generation anticoagulant rodenticides.

## **B.** State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides

A general law city may not enact local laws that conflict with general state law.<sup>7</sup> Local legislation that conflicts with state law is void.<sup>8</sup> A local law conflicts with state law if it (1) duplicates, (2) contradicts, or (3) enters a field that has been fully occupied by state law, whether expressly or by implication. A local law falling into any of these categories is "preempted" and is unenforceable.

State law expressly bars local governments from regulating or prohibiting pesticide use. This bar is codified in the California Food and Agricultural Code § 11501.1(a):

This division and Division 7 . . . are of statewide concern and occupy the whole field of regulation regarding the registration, sale, transportation, or use of pesticides to the exclusion of all local regulation. Except as otherwise specifically provided in this code, no ordinance or regulation of local government, including, but not limited to, an action by a local governmental agency or department, a county board of supervisors, or a city council, or a local regulation adopted by the use of an initiative measure, may prohibit or in any way attempt to regulate any matter relating to the registration, transportation, or use of pesticides, and any of these ordinances, laws or regulations are void and of no force or effect.

State law also authorizes the state to take action against any local entity that promulgates an ordinance or regulation that violates § 11501.1(a).<sup>9</sup> The statute was specifically adopted to overrule a 30 year old court decision in *People v. County of Mendocino*,<sup>10</sup> which had held that a

<sup>&</sup>lt;sup>5</sup> L. E. K. Serieys, et al, "Anticoagulant rodenticides in urban bobcats: exposure, risk factors and potential effects based on a 16-year study," *Ecotoxicology* (2015) 24:844–862.

<sup>&</sup>lt;sup>6</sup> J. Rudd, et al, "Prevalence of First-Generation and Second-Generation Rodenticide Exposure in California Mountain Lions," Proceeding of the 28<sup>th</sup> Vertebrate Pest Conference, February 2018.

<sup>&</sup>lt;sup>7</sup> Cal. Const. art. XI § 7.

<sup>&</sup>lt;sup>8</sup> City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal. 4th 729, 743.

<sup>&</sup>lt;sup>9</sup> Cal. Food and Agric. Code § 11501.1, subd. (b).

<sup>&</sup>lt;sup>10</sup> People ex rel. Deukmejian v. County of Mendocino (1984) 36 Cal. 3d 476.

local regulation prohibiting aerial application of phenoxy herbicides was not then preempted by state or federal law.<sup>11</sup>

The use of pesticides is broadly regulated by state law. In the language of preemption law, the state "occupies the field," leaving no room for additional local law on the subject. Accordingly, a city's ban on the use of anticoagulant rodenticides would be unenforceable.

# C. California should repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to decide how to regulate pesticides within their own jurisdictions based on local concerns

The state of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Recognizing that cities' power to "make and enforce within its limits all local, police, sanitary, and other ordinances and regulations" is presently preempted by the general laws of the state, cities throughout California request that the state provide cities with the authority to decide how to deal with rodents based on their land use.

Depending on such land use, cities may decide to allow the use of nonpoisonous control methods, non-anticoagulant rodenticides, or anticoagulant rodenticides, if necessary. Nonpoisonous methods to control rodent pests, include sealing entrances to buildings, sanitizing property, removing rodent habitats, such as ivy or wood piles, setting traps, and erecting raptor poles or owl boxes. For example, a recent landmark study by Ventura County established that installing raptor poles for hawks and owls was more effective than anticoagulant rodenticides in reducing the damage to water control levees caused by ground squirrel burrows. Burrows decreased by 66% with the change.<sup>12</sup>

The ultimate goal is to allow cities to address their local concerns with the input of community members at open and public meetings. Presently, cities are unable to adequately address local concerns; they are limited to encouraging or discouraging behavior.

#### D. Conclusion

The negative effects from the use of anticoagulant rodenticides across California has garnered the interest of cities and community members to remedy the problem. By presenting this resolution to the League of California Cities, the City of Malibu hopes to organize support and gain interest at the state level to repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to regulate pesticides based on individual, local concerns.

<sup>11</sup> *IT Corp. v. Solano County Bd. Of Supervisors* (1991) 1 Cal. 4th 81, fn. 9; *Turner v. Chevron USA Inc.*, 2006 WL 1314013, fn. 14 (unpublished).

<sup>12</sup> http://vcportal.ventura.org/BOS/District2/RaptorPilotStudy.pdf

#### League of California Cities Staff Analysis on Resolution No. 2

Staff:Erin Evans-FudemCommittee:Environmental Quality

#### Summary:

This resolution seeks to have the state and the League study the negative impacts of anticoagulant rodenticides and address the inability of cities to regulate the use of rodenticides and pesticides.

Specifically related to anticoagulant rodenticides, the resolution would encourage the state to fund research into the negative impacts and a potential restriction or ban; direct the League to consider creating a task force to study and report on the unintended negative consequences; encourage cities and property owners to eliminate use; and encourage cities to join advocacy efforts. In addition, the resolution would direct the League to endorse repeal of a statute that preempts local regulation of pesticides.

#### **Background:**

The City of Malibu is sponsoring this resolution out of concern about the effect of a certain type of rodent control (anticoagulant rodenticides) has on other wildlife. According to the City, anticoagulant rodenticides disrupt the blood clotting process and therefore cause rodents to die from bleeding or hemorrhaging. This rodenticide is commonly used on rats, mice, gophers, and squirrels. Predator animals that eat rodents can be exposed to anticoagulant rodenticides if they consume animals that have eaten the bait. These animals include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. Furthermore, pets can also be exposed to anticoagulant rodenticides if they eat the bait or consume animals that have eaten the bait.

Some cities have passed "ceremonial resolutions" locally. For example, the City of Malibu has two ordinances in place to discontinue use of rodenticides and traps in city-owned parks, roads, and facilities, as well as encourage businesses and property owners not to use anticoagulant rodenticides on their property.

#### **Fiscal Impact:**

Costs to cities would include using alternative methods of rodent control and studying the efficacy. Since the resolution encourages, but does not mandate action by cities, city costs would be taken on voluntarily.

Fiscal impact to the League would include costs associated with the task force, scientific research, and educating League staff and members. For the task force, the League may incur costs associated with staffing, convening, and educating a task force to study anticoagulant rodenticides, as well as the cost of writing a report. This could include a need for outside experts with knowledge of pesticides and their ecological impacts. League resources would also be utilized to support proposals to repeal the statute preempting local regulation of pesticides; however, this cost may be absorbed with existing staff resources.

#### **Comments:**

*Pesticides are regulated by federal and state governments.* The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) reserves for the federal government authority over pesticide labeling. States can adopt stricter labeling requirements and can effectively ban sale and use of pesticides that do not meet state health or safety standards.<sup>1</sup> For 51 years, California has reserved regulation of pesticides for the state only, preempting local regulation.<sup>2</sup> This preemption has been ratified and confirmed in subsequent court decisions and legislation. However, County Agricultural Commissioners work to enforce the state laws. Local governments may regulate or restrict pesticide use in their own operations, including use in municipal buildings or parks.<sup>34</sup>

*Broad direction*. This resolution would direct the League to take a position allowing broad local discretion over pesticide regulation in general. Because the regulation of anticoagulant rodenticides is largely based in science, additional or outside expertise may be needed to ensure full understanding of the science behind rodent control methods. The resolution itself is not limited to allowing local governments to regulate anticoagulant rodenticides, which this resolution otherwise targets.

*Rodent control methods*. There are numerous methods of controlling rodents, including lethal traps, live traps, and poison baits. There are two generations of rodenticide poisons because after rodents became resistant to the first generation, the second was developed. The U.S. Environmental Protection Agency (U.S. EPA) provides the following information below related to the science and use of anticoagulant rodenticides:

Most of the rodenticides used today are anticoagulant compounds that interfere with blood clotting and cause death from excessive bleeding. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait.

First-generation anticoagulants include the anticoagulants that were developed as rodenticides before 1970. These compounds are much more toxic when feeding occurs on several successive days rather than on one day only. Chlorpophacinone, diphacinone and warfarin are first-generation anticoagulants that are registered to control rats and mice in the United States.

Second-generation anticoagulants were developed beginning in the 1970s to control rodents that are resistant to first-generation anticoagulants. Second-generation anticoagulants also are more likely than first-generation anticoagulants to be able to kill after a single night's feeding. These compounds kill over a similar course of time but tend to remain in animal tissues longer than do first-generation ones. These properties mean that second-generation products pose greater risks to nontarget species that might feed on bait only once or that might feed upon animals that have eaten the bait. Due to these

<sup>&</sup>lt;sup>1</sup> California Department of Pesticide Regulation (CDPR), *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 9, https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf.

<sup>&</sup>lt;sup>2</sup> California Food and Agriculture Code § 11501.1 (1967).

<sup>&</sup>lt;sup>3</sup> CDPR, A Guide to Pesticide Regulation in California: 2017 Update, pg. 9,

https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf.

<sup>&</sup>lt;sup>4</sup> County Agricultural Commissioners work with CDPR to enforce state laws. CDPR, *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 13, <u>https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf</u>.

risks, second-generation anticoagulant rodenticides no longer are registered for use in products geared toward consumers and are registered only for the commercial pest control and structural pest control markets. Second-generation anticoagulants registered in the United States include brodifacoum, bromadiolone, difenacoum, and difethialone.

Other rodenticides that currently are registered to control mice include bromethalin, cholecalciferol and zinc phosphide. These compounds are not anticoagulants. Each is toxic in other ways.<sup>5</sup>

*Legislative attempts to ban.* Several legislative measures have been introduced to ban the use of certain anticoagulant rodenticides (AB 1687, Bloom, 2017. AB 2596, Bloom, 2016). However, neither of these measures were heard and failed to pass key legislative deadlines.

#### **Existing League Policy:**

The League does not have policy related to pesticides or rodenticides.

Related to federal regulation, League policy states:

• The League supports flexibility for state and local government to enact environmental and other standard or mandates that are stronger than the federal standards. However, the League reserves the right to question or oppose stronger standards on the merits. The League also opposes legislation that prohibits state and local governments from enacting stricter standards.

#### Support:

The following letters of concurrence were received: William Koehler, Mayor of Agoura Hills; Fred Gaines, Mayor of Calabasas; Brett Lee, Mayor Pro Tem of Davis; Catherine Carlton, Menlo Park City Council Member; Janice Parvin, Mayor of Moorpark; Suza Francina, Ojai City Council Member; Carmen Ramirez, Oxnard City Council Member; Tom Butt, Mayor of Richmond; Lindsey Horvath, West Hollywood City Council Member

## **LETTERS OF CONCURRENCE** Resolution No. 1

Local Municipal Authority, Control and Revenue



### Office of the City Council

Sho Tay Mayor

April A. Verlato Mayor Pro Tem

Peter M. Amundson Council Member

Tom Beck Council Member

Roger Chandler Council Member July 10, 2018

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

## SUBJECT:2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASINGVULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE

Dear Committee:

As the Mayor of the City of Arcadia, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that prohibits constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,

Sho Tay

Mayor, City of Arcadia

cc: City of Arcadia City Council Vice Mayor John Mirisch, City of Beverly Hills

240 West Huntington Drive Post Office Box 60021 Arcadia, CA 91066-6021 (626) 574-5403 City Hall (626) 446-5729 Fax www.ArcadiaCA.gov

# CITY OF BURBANK

July 11, 2018

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

#### SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE

Dear Committee:

As the Mayor of the City of Burbank, on my own behalf, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot. These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

showbel- Inday

Emily Gabel-Luddy Mayor, City of Burbank

cc: Vice Mayor John Mirisch, City of Beverly Hills Jennifer Quan, League Regional Public Affairs Manager (via email) From:Steven Scharf <scharf.steven@gmail.com>Sent:Sunday, July 08, 2018 8:34 PMTo:Cindy OwensSubject:Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking only for myself, and not on behalf of the City of Cupertino or other Cupertino City Council Members, I hereby give my support for such a measure. You may use my name as a supporter.

Sincerely, Steven Scharf Cupertino City Council Member



## <u>Cíty of Duarte</u>

1600 Huntington Drive | Duarte, CA 91010 | Bus. 626.357.7931 | Fax 626.358.0018 | www.accessduarte.com

July 10, 2018

Mayor

**General Resolutions Committee** League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

#### 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING **VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL,** AND REVENUE

John Fasana

Mayor Pro Tem Liz Reilly

#### Councilmembers

Margaret E. Finlay Samuel Kang Tzeitel Paras-Caracci

> **City Manager** Darrell J. George

Dear Committee:

The City of Duarte supports the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) (Wireless Telecommunications Facilities) or the more recently introduced Senate Bill 827 (Wiener) (Planning and Zoning: Transit-Rich Housing Bonus) that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result of the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the State legislature and powerful interest groups should be prohibited in areas where it is unwarranted, and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, the City of Duarte strongly supports this resolution.

Sincerely,

Liz Reilly

Liz Reilly Mayor Pro Tem

Vice Mayor John Mirisch, City of Beverly Hills cc:



MAYOR PETER WEISS

July 10, 2018

COUNCIL MEMBERS JACK FELLER JEROME KERN CHARLES "CHUCK" LOWERY ESTHER SANCHEZ

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

#### SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE

Dear Committee:

I'm writing on behalf of the City of Oceanside to support the League of California Cities' ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,

to Wein

Peter Weiss MAYOR

cc: Vice Mayor John Mirisch, City of Beverly Hills



PAUL S. LEON MAYOR

ALAN D. WAPNER MAYOR PRO TEM

July 10, 2018

JIM W. BOWMAN DEBRA DORST-PORADA RUBEN VALENCIA COUNCIL MEMBERS

> General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

## Re: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE

Dear Committee Members,

As Mayor pro Tem for the City of Ontario, I support the Annual Conference Resolution proposed by the City of Beverly Hills calling for the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

In recent years, the state legislature has aggressively ramped up its efforts to wrestle authority away from local government. In the past session alone, we saw egregious and unprecedented attacks on local control with several bills that strike at the heart of local government. These bills, including Senate Bill 649 (Hueso – Wireless Telecommunications Facilities) and Senate Bill 827 (Wiener – Planning and Zoning: Transit-Rich Housing Bonus) show a blatant contempt for the ability of local governments to meet the needs of the local community.

Unfortunately, these bills are likely only the beginning. As such, there is a need for a ballot measure and/or constitutional amendment to clearly enshrine the role of local government in regulating local issues. The passage of the proposed resolution by the City of Beverly Hills recognizes that it is local government, not the state legislature, that best understands the local community and is therefore best-situated to regulate and respond to local issues. For these reasons, I strongly support this resolution.

Sincerely,

Alan D. Wapner Mayor pro Tem – City of Ontario

cc: Vice Mayor John Mirisch, City of Beverly Hills

SCOTT OCHOA

CITY MANAGER

SHEILA MAUTZ

CITY CLERK

JAMES R. MILHISER

TREASURER

July 11, 2018

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

## Re: EXPLORING A RESOLUTION TO RESPOND TO INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY

Dear Committee Members:

As one Councilmember of the City of Palo Alto, and in my individual capacity and not on behalf of the Council as a body, or the City, I write to support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills. This resolution asks the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide voters an opportunity to further strengthen local authority and preserve the role of local democracy. If the resolution passes, I encourage the League to ensure any potential measure includes both charter and general law cities.

State legislation introduced in both 2017 and 2018 has continually threatened to erode local control. Whether this was SB 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I support this resolution.

Sincerely,

Lydia Kau Sectoresserates Lydia Kou Councilmember, City of Palo Alto

cc: Palo Alto City Council Mayor John Mirisch, City of Beverly Hills James Keene, Palo Alto City Manager

> P.O. Box 10250 Palo Alto, CA 94303 650.329.2477 650.328.3631 fax



Bill Brand Mayor 415 Diamond Street, P.O. BOX 270 Redondo Beach, California 90277-0270 www.redondo.org tel 310 372-1171 ext. 2260 fax 310 374-2039

July 9, 2018

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

#### SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE

Dear Committee:

As Mayor of Redondo Beach, I support the League of California Cities Annual Conference Resolution proposed by the City of Beverly Hills calling for the LCC to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, The State Legislature is continuing to introduce proposals that impinge on the ability of local governments to institute discretionary legislation that is responsive to the needs of their communities.

These continual incursions into local control by the State Legislature, and powerful special interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely, OK

Bill Brand



#### MAYOR AND CITY COUNCIL

809 Center Street, Room 10, Santa Cruz, CA 95060 • (831) 420-5020 • Fax: (831) 420-5011 • citycouncil@cityofsantacruz.com

July 9, 2018

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

# RE: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL, AND REVENUE

Dear General Resolutions Committee Members:

As Mayor of the City of Santa Cruz, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents of local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 Ballot.

These continual incursions into local control by the State Legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

David Terrazas Mayor

cc: Vice Mayor John Mirisch, City of Beverly Hills

From:	Michael Goldman <miklg@yahoo.com></miklg@yahoo.com>
Sent:	Saturday, July 07, 2018 4:37 PM
То:	Cindy Owens
Subject:	Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking solely on my own behalf, I hereby give my whole-hearted support for such a measure. The essence of democracy is the control by the people of their community. As public servants, we elected officials serve the democratically expressed will of the public.

Sincerely,

Michael S. Goldman

Sunnyvale City Council, Seat 7



# TORRANCE

July 5, 2018

PATRICK J. FUREY MAYOR

> General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

#### SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE

Dear Committee:

As Mayor of the City of Torrance, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continually incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely

cc: Vice Mayor John Mirisch, City of Beverly Hills



City Hall 8300 Santa Monica Bevd. West Hollywood, CA 90069-6216 Tel: (323) 848-6460 Fax: (323) 848-6562

TTY: For hearing impaired (323) 848-6496

#### **CITY COUNCIL**

JOHN J. DURAN Mayor

JOHN D'AMICO Mayor Pro Tempore

> JOHN HEILMAN Councilmember

LINDSEY P. HORVATH Councilmember

> LAUREN MEISTER Councilmember

CITY UF West Hollywood

July 11, 2018

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

### SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE

Dear Committee:

As a Councilmember of the City of West Hollywood, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

During the current 2017-2018 regular session of the California Legislature, legislators introduced several pieces of legislation that have attempted to erode local control. Whether this was Senate Bill (SB) 649 (Hueso) Wireless Telecommunications Facilities, or more recently SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus, which was defeated in Committee, legislators continue to introduce proposals that impinge on the ability of local governments to self-determine.

Another good example of how the Legislature takes actions that are detrimental to local governments' control is the legislative compromise between the Legislature and beverages' manufacturers who agreed to withdraw their ballot initiative in exchange for the approval of Assembly Bill (AB) 1838 (Committee on Budget): Local government: taxation: prohibition: groceries, (Chapter 61, Statutes of 2016). As you know, AB 1838 basically prohibited the adoption of a local "soda tax" by any municipality for the next twelve years.





General Resolutions Committee League of California Cities July 11, 2018 Page two of two

These incursions into local control by the Legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

ham M. I

Lauren Meister, Councilmember

cc: Vice Mayor John Mirisch, City of Beverly Hills





# **LETTERS OF CONCURRENCE** Resolution No. 2

**Repeal Preemption of Regulating Pesticides** 



"Gateway to the Santa Monica Mountains National Recreation Area"

July 10, 2018

The Honorable Rich Garbarino League of California Cities 1400 K Street Sacramento, CA 95814

> Re: RESOLUTION OF LEAGUE OF CALIFORNIA CITIES DECLARING ITS CONTRACT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE §11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Agoura Hills supports the proposed above referenced resolution that supports the repeal of preemption in California Food and Agriculture Code §11501.1 that prevents local Governments from regulating pesticides.

Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

As the gateway to the Santa Monica Mountains we have been witness to the harmful effects of anticoagulant rodenticides on wildlife in our community, and surrounding areas.

For this reason, the City of Agoura Hills is supportive of this resolution, and requests the league's support.

Sincerely,

WILLIAM D. KOEHLER Mayor - City of Agoura Hills

cc: Ms. Meg Desmond - <u>mdesmond@cacities.org</u> Ms. Mary Linden - <u>mlinden@malibucity.org</u> Mr. Greg Ramirez - <u>gramirez@ci.agoura-hills.ca.us</u>



FRED GAINES Mayor

# July 9, 2018

# **ORIGINAL BY U.S. MAIL**

### VIA EMAIL mdesmond@cacities.org

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, CA 95814

Re: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE §11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Calabasas supports the proposed resolution to support the repeal of the preemption clause in California Food and Agriculture Code Section 11501.1 regarding pesticide use and regulation so that each city in the State of California is able to decide how to regulate pesticides within their own jurisdiction to adequately address local concerns.

Accordingly, we concur in the submission by the City of Malibu of the above-referenced resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

The City of Calabasas has identified the devastating effect of anticoagulent rodenticides on wildlife in our community and on the ecosystem in our native Santa Monica Mountains. While our City has adopted resolutions and implemented programs to discourage the use of the pesticides by our residents and businesses, we are limited by State law from taking more effective actions.

> 100 Civic Center Way Calabasas, CA 91302 (818) 224-1600 Fax (818) 2**4**947324

The Honorable Rich Garbarino, President League of California Cities July 9, 2018 Page 2

The City of Calabasas is in strong support of providing cities across the State of California with the authority to regulate pesticides based on local concerns in the communities and supports the proposed Resolution.

Sincerely,

~ Fred Gaines Mayor

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cc: Mary Linden (MLinden@malibucity.org)



July 13, 2018

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, California 95814

RE: A Resolution of the League of California Cities Declaring Its Commitment to Support the Repeal of Preemption in California Food and Agriculture Code § 11501.1 That Prevents Local Governments from Regulating Pesticides

Dear President Garbarino:

Anticoagulant rodenticides poison unintended targets, including predator wildlife in California and pets that ingest the products. These poisons cause painful, internal hemorrhaging in non-target animals. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Brett Lee Mayor Pro Tem

July 5, 2018

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, California 95814

#### RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80% to 90% of predator wildlife in our cities and throughout California. These poisons cause painful, internal hemorrhaging in non-target animals - including pets - that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

My own mother lost a dearly loved pet dog, who was poisoned when it ate a poisoned rat!

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

State law now preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Catherine Carlton

Environmental Committee Vice Chair for the League of California Cities



# CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021 Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 12, 2018

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, CA 95814

### RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Moorpark supports the above referenced resolution being brought to a vote at the upcoming League of California Cities Conference on September 14, 2018.

As a community surrounded by the beauty of the Santa Monica Mountains and its wildlife, the City adopted a resolution in 2013 urging Moorpark residents and businesses to not use anticoagulant rodenticides in Moorpark. In 2014, the City applauded passage of AB 2657, which removed many second generation anticoagulant rodenticides from the state.

However, as we are all unfortunately aware, scientific research continues to find anticoagulant rodenticides in non-target animals, including the natural predators that help regulate rodent populations and endangered species throughout California. Accordingly, the City has supported subsequent legislative proposals to ban all anticoagulant rodenticides statewide, including AB 2422, which is currently stalled in the state legislature.

The City further believes that local governments should have the opportunity to regulate pesticide usage within their jurisdictions if the communities they represent desire to do so. Therefore, the City supports the above referenced resolution being brought to a vote.

Yours truly,

fuice varin

Janice Parvin Mayor

Resolution of the League of California Cities re: Anticoagulant Rodenticides Page 2

cc: City Council City Manager Assistant City Manager Assistant to the City Manager League of California Cities, Meg Desmond (<u>mdesmond@cacities.org</u>) City of Malibu, Mary Linden (<u>MLinden@malibucity.org</u>) Councilmember Suza Francina City of Ojai 401 South Ventura Street, Ojai, CA 93023 Email: <u>Suzaojaicitycouncil@gmail.com</u> Cell: 805 603 8635

July 9, 2018

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, California 95814

#### RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely, Suza Francina Councilmember, City of Ojai July 12, 2018

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, California 95814

#### RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

I write as one council member of the City of Oxnard regarding the state law that preempts general law cities such as ours from regulating the use of pesticides. Our city is heavily impacted with environmental burdens associated with pesticide use as well as other industrial toxins, which affect the health of the people, wildlife and our environment. Oxnard residents are requesting that the use of pesticides in our public spaces be curtailed and restricted. This would include anticoagulant rodenticides, products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Letter to President Garbarino July 12, 2018 Page two

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018. Thank you very much for your attention to this.

Sincerely,

Carmer Jambez

Carmen Ramirez



Bay Front. Home Front. Out Front.

July 6, 2018

The Honorable Rich Garbarino President, League of California Cities 1400 K Street Sacramento, California 95814

Re: In Support to Repeal the Preemption in California Food and Agriculture Code § 11501.1 that Prevents Local Governments from regulating pesticides

Dear President Garbarino,

Anticoagulant rodenticides poison 80% to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of secondgeneration anticoagulant rodenticides in July 2014. Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides, which has minimized the impact of the State's ban. Despite collecting data for almost four years, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to the partial restriction of the supply.

As a member of the League of California Cities' Environmental Quality Policy Committee, I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Mayor Tom Butt Richmond, California



City Hall 8300 Santa Monica Blvd. West Hollywood, CA 90069-6216 Tel: (323) 848-6460 Fax: (323) 848-6562

TTY: For hearing impaired (323) 848-6496

#### **CITY COUNCIL**

JOHN J. DURAN Mayor

JOHN D'AMICO Mayor Pro Tempore JOHN HEILMAN

Councilmember

LINDSEY P. HORVATH Councilmember

> LAUREN MEISTER Councilmember



July 13, 2018

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, CA 95814

RE: A Resolution of the League of California Cities Declaring its Commitment to Support the Repeal of Preemption in California Food and Agriculture Code § 11501.1 that Prevents Local Governments from Regulating Pesticides

Dear President Garbarino,

I am writing to express my support for the above-mentioned resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 in order to give cities across California the authority to regulate and/or prohibit the use of pesticides in their local communities. I concur with the submission of the proposed resolution to the League of California Cities General Assembly annual meeting on September 14, 2018.

Granting local governments the ability to self-regulate pesticide use better enables cities to protect the health and safety of the public, animals, and the environment. Given that no two cities are identical, local governments must have the power to take a systematic approach to pesticide use and regulation that fits the specific needs of their city. Repealing this section of the code will provide cities the opportunity to act in the best interest of their jurisdiction to set a standard of regulation that offers comprehensive protection, better formulated to protect a community's individual needs.

The City of West Hollywood is in strong support of environmentally-sensitive pest management practices that minimize risk to people, companion and wild animals, resources, and the environment. As the proposed resolution explains, anticoagulant rodenticides have devastating effects on wildlife. The City of West Hollywood has implemented an Integrated Pest Management Program that supports environmentally-sensitive pest management while protecting the health and safety of the public. This policy is in compliance with the State and Federal regulations while catering to and prioritizing the needs of the City of West Hollywood.

here

Lindsey Horvath Councilmember

cc: Meg Desmond, League of CA Cities Councilmember Laura Z. Rosenthal, City of Malibu Elizabeth Shavelson, Assistant to the City Manager, City of Malibu Mary Linden, Executive Assistant, City of Malibu

414

