



CITY OF MERCED

Meeting Agenda

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

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

Monday, December 3, 2018

6:00 PM

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

Closed Session at 5:30 PM/ Regular Meeting at 6:00 PM

NOTICE TO PUBLIC

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

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

PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK

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

INDIVIDUALS WITH DISABILITIES

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

A. CLOSED SESSION ROLL CALL

B. CLOSED SESSION

- B.1. [18-623](#) 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

C. CALL TO ORDER

C.1. Invocation - Bruce Metcalf, Merced Rescue Mission

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

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

E. REPORT OUT OF CLOSED SESSION

F. CEREMONIAL MATTERS

F.1. [18-624](#) **SUBJECT:** Certificate of Recognition for Eric Berlier

REPORT IN BRIEF

Mayor Murphy will present a certificate of recognition to City of Merced Public Works Department Employee Eric Berlier for taking Grand Champion at the International Solid Waste Association of North America Road-E-O.

G. WRITTEN PETITIONS AND COMMUNICATIONS

H. ORAL COMMUNICATIONS

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

I. CONSENT CALENDAR

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

I.1. [18-529](#) **SUBJECT:** Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

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

RECOMMENDATION

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

I.2. [18-620](#) **SUBJECT:** Information-Only Contracts for the Month of November 2018

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. [18-610](#) **SUBJECT:** Information Only-Planning Commission Minutes of October 3, 2018

RECOMMENDATION

For information only.

I.4. [18-612](#) **SUBJECT:** Information Only-Site Plan Review Committee Minutes of October 18, 2018

RECOMMENDATION

For information only.

I.5. [18-621](#) **SUBJECT:** Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of November 5, 2018

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of November 5, 2018.

I.6. [18-506](#)

SUBJECT: Approval of Professional Services Agreement with Quad Knopf, Incorporated, for Engineering Design Services in the Amount of \$115,853 for Improvements at Well Sites #1, #2, and #7 Related to Project No. 118020

REPORT IN BRIEF

Considers authorizing an agreement for professional services, including engineering design services for various improvements at three municipal well sites.

RECOMMENDATION

City Council - Adopt a motion approving an agreement for professional services with Quad Knopf, Incorporated, in the amount of \$115,853, for engineering design services for improvements at three municipal well sites; and authorizing the City Manager or Assistant City Manager to execute the necessary documents.

I.7. [18-614](#)

SUBJECT: Adoption of Resolution Approving the City's 2018 Biennial Review and Revisions to the Conflict of Interest Code

REPORT IN BRIEF

Considers adopting a Resolution with amendments to the City's Conflict of Interest Code, as required by the Political Reform Act.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2018-80**, a Resolution of the City Council of the City of Merced, California, re-adopting the City's Conflict of Interest Code and rescinding Resolution No. 2016-55.

I.8. [18-619](#)

SUBJECT: Authorization to Alternatively Pursue a Purchase and Sale Agreement with Valley Children's Healthcare Regarding the Former Police Station Site

REPORT IN BRIEF

Staff is requesting Council authority to negotiate a purchase and sale agreement with Valley Children's Healthcare rather than an exclusive negotiation agreement.

RECOMMENDATION

City Council - Adopt a motion authorizing staff to negotiate a purchase and sale agreement with Valley Children's Healthcare rather than an exclusive negotiation agreement for the former Police Headquarters site; and directing staff to return the purchase and sale agreement to the City Council for consideration.

J. BUSINESS

J.1. Request to Add Item to Future Agenda

J.2. City Council Comments

K. ADJOURNMENT



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item B.1.

Meeting Date: 12/3/2018

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



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item F.1.

Meeting Date: 12/3/2018

SUBJECT: Certificate of Recognition for Eric Berlier

REPORT IN BRIEF

Mayor Murphy will present a certificate of recognition to City of Merced Public Works Department Employee Eric Berlier for taking Grand Champion at the International Solid Waste Association of North America Road-E-O.

ATTACHMENTS

1. Certificate of Recognition



Certificate of Recognition

presented to:

Eric Berlier

*2018 Grand Champion
International Solid Waste Association of North America Road-E-O*

December 3, 2018

*Mike Murphy
Mayor*

Date



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item I.1.

Meeting Date: 12/3/2018

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.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item I.2.

Meeting Date: 12/3/2018

Report Prepared by: Kirkland Greene, Records Clerk II

SUBJECT: Information-Only Contracts for the Month of November 2018

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 November 2018

Exhibit 1 – Table of Contracts12/3/2018 City Council Meeting

Department/Division	Vendor	Purpose/Location	Amount
1001 – Police	California Highway Patrol (CHP)	Memorandum of Understanding With the Merced City Police Department to Conduct Collision Investigations Involving Public Assets.	(No funds.)
0803 – Engineering	Merced County Department of Mental Health	Operation and Maintenance (O & M) Plan and Statement of Responsibility Agreement for Bio-Retention Ponds (located at 301 East 13th Street).	(No funds.)
2002 – Economic Development	Calen Chapman Consulting	Agreement for Professional Services to Compile and Collect Data and Generate Economic Snapshots for a Bi-Annual Set of Economic Development Reports (in October 2018 and in April 2019).	\$ 4,990.00
0803 – Engineering	Technicon Engineering Services, Inc.	Perform soil compaction tests for all sidewalks, ramps, bike paths, bridge footings, and other miscellaneous testing for the CMAQ Westerly Bike Path Project No. 111066. (Statement of Services, PO #132673.)	\$ 7,338.00
2002 – Economic Development	Chabin Concepts, Inc.	Agreement for Professional Services to Assist in Implementing an Economic Development Action Plan for 2018-2020.	\$10,000.00
0301 – City Attorney	Jackson Lewis P.C.	Engagement and Fee Agreement for Legal Services in Connection With Labor and Employment Issues and Defense of ERMA-Covered Matters.	\$15,000.00
2002 – Economic Development	International Parking Design, Inc.	Agreement for Professional Services to Study Downtown Parking Lot Designs and Costs.	\$24,500.00
2002 – Economic Development	Chabin Concepts, Inc.	Agreement for Professional Services to Provide Support for the City of Merced's Economic Development Efforts Through Outreach, Marketing, and Staff Supplementation.	\$28,000.00

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



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item I.3.

Meeting Date: 12/3/2018

Report Prepared by: Stephani Davis, Development Services Technician II, Planning Division

SUBJECT: Information Only-Planning Commission Minutes of October 3, 2018

RECOMMENDATION

For information only.

ATTACHMENTS

1. PC Minutes 10-03-2018

CITY OF MERCED
Planning Commission

MINUTES

Merced City Council Chambers
Wednesday, October 3, 2018

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

ROLL CALL

Commissioners Present: Mary Camper, Scott G. Drexel, Michael Harris, Peter Padilla, Sam Rashe, and Chairperson Robert Dylina

Commissioners Absent: Jeremy Martinez (excused)

Staff Present: Planning Manager Espinosa, Associate Planner Nelson, Deputy City Attorney Fincher, and Recording Secretary Davis

1. **APPROVAL OF AGENDA**

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

2. **MINUTES**

M/S PADILLA-DREXEL, and carried by unanimous voice vote (one absent), to approve the Minutes of September 18 and 19, 2018, as submitted.

3. **COMMUNICATIONS**

None.

4. **ITEMS**

- 4.1 (Consent) Vacation #18-03, initiated by Bright Development, to abandon a 20-foot-wide temporary access easement on 7 lots within the Summer Creek Subdivision, generally located west of McKee Road at Silverstone Drive.

Associate Planner NELSON reviewed the report on this item. For further information, refer to Staff Report #18-27.

M/S HARRIS-CAMPER, and carried by the following vote, to find that the proposed Vacation #18-03 (to abandon a 20-foot-wide temporary access easement on 7 lots within the Summer Creek Subdivision, generally located west of McKee Road at Silverstone Drive), is consistent with the *Merced Vision 2030 General Plan*.

AYES: Commissioners Camper, Drexel, Harris, Padilla, Rashe, and Chairperson Dylina

NOES: None

ABSENT: Commissioner Martinez

ABSTAIN: None

- 4.2 Tentative Subdivision Map #1309 (“Lantana, Phases 2 & 3”), initiated by Golden Valley Engineering, applicant for Rucker Construction Inc. Profit Sharing Plan, property owner. This application involves the subdivision of approximately 20.6 acres into 99 single-family residential lots, generally located on the south side of Pettinotti Road (extended) between El Redondo Drive (extended) and San Augustine Drive (extended), within an R-1-5 zone with a General Plan designation of Low-Density Residential (LD).

Associate Planner NELSON reviewed the report on this item. She noted a memo from staff (which was provided to the Commission at the meeting) recommending modifications to Conditions #4, #19, #20, #24, #25, #26, #27, #28, and #31. For further information, refer to Staff Report #18-28.

Public testimony was opened at 7:13 p.m.

Speaker from the Audience in Favor:

BOB RUCKER, Applicant, Twain Harte

Speaker from the Audience (Neutral):

MANUEL MARTIN, Merced

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

Public testimony was completed at 7:17 p.m.

M/S PADILLA-CAMPER, and carried by the following vote, to find that the previous environmental review [Environmental Review #04-22 for Barnell Annexation [a supplement to Expanded Initial Study #01-32 for Fahrens Creek North Annexation (SCH #2001101082)] remains sufficient and no further documentation is required (CEQA Section 15162 Findings) and approve Vesting Tentative Subdivision Map #1309 (“Lantana, Phases 2 & 3”), subject to the Findings and forty-three (43) Conditions set forth in Staff Report #18-28, with the modifications of Conditions #4, #19, #20, #24, #25, #26, #27, #28, and #31 as follows (RESOLUTION #4009):

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

- “4. The Project shall comply with the applicable conditions (as determined by City Staff) set forth for the approval of the Fahrens Creek Specific Plan. Specifically, application approvals for the Barnell Annexation #04-06, Pre-Zoning #04-06, and Mitigation Measures identified in Expanded Initial Study #04-22 (a supplement to Expanded Initial Study #01-32), and Exhibit D (“Public Benefits”) Section of the Pre-Annexation Development Agreement as they apply to this particular site and previously approved for this project development, except as modified.

- “19. All improvements along the subdivision frontage shall be installed, including but not limited to, sidewalk, curb, gutter, street lights, and street trees, except as indicated by Conditions #20 and #28.
- “20. Pettinotti Road shall be improved to three-quarters (3/4) of the ultimate width along the project frontage with ~~the first~~ each phase of construction. These improvements shall include all improvements to the center-line of the street, plus one 12-foot-wide travel lane, plus 4 feet of shoulder backing at a minimum with final design to be approved by the City Engineer. ~~The City reserves the right to request additional improvements as determined by the City Engineer.~~
- “24. Developers at each adjacent corner of a collector/arterial intersection are responsible for 50 percent of the cost of a traffic signal designated in the City of Merced Public Facilities Impact Fees, at each quarter-mile/half-mile collector intersection with Cardella Road as warrants are met in the judgment of the City Engineer. As such, this Developer shall be responsible for 12.5 percent of the signal at Cardella Road and San Augustine Drive or a proportionate share based on a traffic study provided by the applicant (with scope of work approved by the City of Merced). ~~In such a case, installation of an intersection traffic signal by one developer could be required at any of these locations by the City Engineer prior to full build-out of adjacent properties, if warrants are met, subject to adopted reimbursement policies.~~ At the time of the first final map, the owner’s engineer shall provide a cost estimate for these improvements (subject to the approval of the City Engineer) and shall provide cash security in an amount equal to 12.5% or a proportionate share as determined by a traffic study of the cost of the improvements. Improvements made by the developer that are reimbursable by the City may be subject to prevailing wage.
- “25. Mitigation Measure M-6 for the Barnell Annexation which included this property, required the construction of 2 travel lanes on Cardella Road west of San Augustine to State Highway 59.

Because this development is not solely responsible for the traffic being generated on Cardella Road and at the intersection of Cardella Road and State Highway 59, the development shall only be required to pay a proportionate share of the cost of the 2 travel lanes required by Mitigation Measure M-6. ~~these improvements.~~ The proportionate share shall be determined by the proportionate acreage included within the Barnell Annexation area or the proportionate share of this development's contribution to the traffic in this area based on a traffic study provided by the project developer (the scope of work to be approved by the City). ~~As such, this development is responsible for 28% of the cost of these improvements. The improvements shall be installed when determined to be needed by the City Engineer.~~ At the time of the first final map, the owner's engineer shall provide a cost estimate for these improvements (subject to the approval of the City Engineer). Prior to the first final map being approved, the property owner shall provide cash security in an amount equal to 28% the development's proportional share of the cost of the improvements. ~~As an arterial roadway, Cardella Road may be eligible for reimbursement for the cost of a collector roadway (74-foot wide) through the City's Public Facilities Financing Plan (PFFP). However, this roadway segment is not currently in the PFFP. If, prior to development of the subdivision, this segment of Cardella Road is added to the PFFP, the owner/developer shall only be responsible for 28% of the cost of the roadway improvements beyond a "collector equivalent."~~ ~~Improvements made by the developer that are reimbursable by the City may be subject to prevailing wage.~~

- “26. Mitigation Measure M-6 of the Barnell Annexation, a traffic signal is required at State Highway 59 and Cardella Road. This traffic signal is eligible for 100% reimbursement through the City's Public Facilities Financing Plan. However, the cost of installation of the signal is required to be paid up front by the owner/developer. Therefore, this project is required to contribute its proportional share (28%) of the cost of the traffic signal. The proportionate share of the cost shall be determine by the proportionate share of acres within the annexation area or by a

traffic study provided by the developer (scope of work to be approved by the City). Reimbursement may be requested and request reimbursement in accordance with the provisions of the City's Public Facilities Financing Plan. At the time of the first final map, the owner's engineer shall provide a cost estimate for these improvements (subject to the approval of the City Engineer) and shall provide cash security in an amount equal to ~~28%~~ the development's proportionate share of the cost of the improvements. Improvements made by the developer that are reimbursable by the City may be subject to prevailing wage.

- “27. The owner/developer shall either provide a traffic study (with scope of work to be approved by the City) to determine the project's contribution to the traffic at the intersection of Yosemite Avenue and San Augustine Drive to determine the project's fair share of the cost of the traffic signal at this intersection or, the owner/developer may choose to pay 12.5% of this traffic signal. The cost of the traffic signal shall be approved by the City Engineer. At the time of the first final map, the owner's engineer shall provide a cost estimate for these improvements (subject to the approval of the City Engineer) and the owner shall provide cash security in an amount equal to the development's proportional share or 12.5% of the cost of the improvements.
- “28. The developer is responsible for acquiring necessary right-of-way (R-O-W.) and constructing the extension of San Augustine Drive along the west property line with full R-O-W on the east side of San Augustine Drive, two travel lanes, and curb and gutter on the west side of San Augustine Drive (currently the north/south portion of La Cava Road). San Augustine Drive shall be constructed with the ~~first~~ each phase of construction.
- “31. 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). These requirements may be met for the subdivision as a whole or on a lot by lot basis.”

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

- 4.3 Modification to Tentative Subdivision Map #1291 (“Bright Homes”), initiated by Bright Development. This application involves a request for a modification of VTSM #1291 which would reconfigure the streets within the subdivision and reduce the number of lots from 168 lots to 161 lots. This property is generally located on the east side of G Street at Merrill Place (extended) within an R-1-5 zone with a General Plan designation of Low Density Residential (LD).

Associate Planner NELSON reviewed the report on this item. She noted an email received by the Planning Department and a memo from Staff (which were provided to the Commission at the meeting). The memo recommended modifications to Conditions #1, #10, #11, #12, #13, #22, and #25, the deletion of Condition #26, and the addition of Conditions #32 through #44. For further information, refer to Staff Report #18-29.

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

Speakers from the Audience in Favor:

DAVE BUTZ, Bright Development, Applicant, Modesto
RICK TELEGAN, 3rd Millennium Investments, Fresno

Mr. TELEGAN voiced concerns regarding the compliance of the tentative map’s temporary emergency vehicle access (EVA).

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

Public testimony was completed at 7:39 p.m.

Chairperson re-opened public testimony at 7:40 p.m. to allow the applicant to rebut public comment with his remaining time of 00:14:22.

Mr. BUTZ assured the public and the Commission that the map was reviewed by the Police Department and Fire Department and the temporary EVA did not raise concerns.

Public testimony was completed at 7:41 p.m.

M/S PADILLA-CAMPER, and carried by the following vote, to approve the modification to Vesting Tentative Map #1291 (“Bright Homes”) subject to the thirty-one (31) Conditions contained within Resolution #2904, including modifications to Conditions #1, #10, #11, #12, #13, #22, and #25, the deletion of Condition #26, and the addition of Conditions #32 through #44 as follows (RESOLUTION #2904):

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

- “1. The proposed project shall be constructed/designed as shown on Exhibit 1 [Proposed Vesting Tentative Map #1291 (Modified)] - Attachment C of Staff Report #18-29, subject to the listed conditions, except as modified by the conditions.
- “10. Developer shall design storm drainage with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases. Developer shall share costs of pump station with the subdivision to the north (“Palisades Park”) property owner to the north, if joint use occurs, or if pump station is necessary. Storm drainage shall comply with City Storm Drainage Master Plan.
- “11. Developer shall design sanitary sewer with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases. ~~Developer shall share costs of pump station with the subdivision to the north (“Palisades Park”) if joint use occurs, or if pump station is necessary.~~

- “12. Dedicate additional G Street right-of-way and easements to match *Merced Vision 2015 2030 General Plan* requirements for a 128-foot wide arterial, plus an additional 15 feet of right-of-way to accommodate the required landscape area, block wall, and utilities. A 7-foot-tall block wall shall be constructed along the project’s frontage on G Street. landscape and public facilities easements of 15 feet in width, including the construction of a 6-foot high masonry wall. Consistent with Planning Commission Resolution #2871 (Absolute Leeco Annexation), all of “G” Street within the annexation boundary shall be constructed at the time of improvements for the first tentative map, along with all other requirements listed in Condition #7 of said Resolution.
- “13. Dedicate additional right-of-way and easements along the northern half of Merrill Avenue to match *Merced Vision 2015 2030 General Plan* requirements for 74-foot wide collector (37-feet of ROW), an additional 10 feet of right-of-way to accommodate the required landscape area, block wall, and utilities. plus landscape and public facilities easements varying from 10 feet to 12 feet in width, including the construction of a 6-foot high masonry wall along the northern portion of the roadway. These improvements shall terminate at the northeast corner of the intersection of Merrill Avenue and “K” Drive as indicated on the Tentative Map. A 7-foot-tall block wall shall be constructed along the project’s frontage on Merrill Avenue (Place). The block wall may be constructed in phases consistent with the tentative map. All of the land required for this development’s share of Merrill Avenue (Place) shall be dedicated with the first final map.
- “22. ~~The secondary access point shall be located at the intersection of Foothill Drive and G Street. The secondary access point shall be installed prior to the issuance of the 1st certificate of occupancy permit.~~Secondary access to the subdivision shall be provided by a Temporary Emergency Vehicle Access easement constructed between Lots 1 and 15 of Modified Tentative Map #1291 to be maintained by the CFD.

- ~~“25. The cul-de-sac bulb, ‘J’ Court, shall be open-end style including sidewalk connectors to adjacent linear parks (within the PG&E easement) and local streets and walls from back-of-house to back-of-house. The linear park and PG&E Easement shall be designed in an open manner, with no fences or other hindrances that would impede pedestrian accessibility, of both easements as they intersect with each other and ‘J’ Court~~
- ~~“26. The cul-de-sac bulb labeled as ‘D’ Court shall be designed with park strips due to its extended length.~~
- “32. At the time of Final Map, all references to a “PFE” (Public Facilities Easement) shall be changed to reflect the actual purpose of the easement. For example, if the easement is for utilities and a block wall, the easement should be labeled as a PUE (Public Utilities Easement) and Block Wall easement.
- “33. The Emergency Vehicle Access (EVA) is allowed on G Street as a temporary access only. The design of the EVA shall be approved by the Fire, Engineering, and Planning Departments. Pedestrian access should be implemented into the EVA.
- “34. Once Palisades Drive and Foothill Drive are constructed which provides secondary access into the subdivision, the EVA shall be abandoned at the owner’s expense.
- “35. All easements shall be large enough to provide room for all utilities without utilities being placed underneath the City sidewalk.
- “36. The Tentative Map shows the EVA as “Lot A” and the 3.10 acres at the eastern edge of the subdivision as “Lot A”. This shall be corrected on the final map so that there is no duplication of the lot designations.
- “37. Access to Lot A (at the eastern edge of the subdivision) as shown on VTSM #1291 (Modified) shall be provided from this

subdivision. The exact location of the access point shall be determined when development occurs on Lot A.

“38. The location of the pump station shown on the park/basin parcel is not approved. The exact location of the pump station will be determined prior to the first final map.

“39. The cul-de-sacs at Court E and Court L shall be open-ended cul-de-sacs providing access to F Street.

“40. The owner shall work with the City of Merced to obtain the additional right of way needed for the southern portion of Merrill Place.

“41. The area shown as Lot A for the Emergency Vehicle Access on the tentative map shall be re-labeled due to duplication with the area to the east of the subdivision also shown as Lot A.

“42. The Emergency Vehicle Access (EVA) Easement area shall be dedicated to the City. If sewer and water main lines are to be placed this area, a public utilities easement shall be maintained upon vacation of the EVA.

“43. The EVA area may remain open to allow pedestrian access to the subdivision from G Street if the developer desires to do so after it is no longer needed as an EVA. However, if the pedestrian access is not maintained or problems arise with the use of the access area, it shall be the responsibility of the developer/subdivider to install the block wall in this area.

“44. “F” Street shall have a 94-foot-wide right-of-way to include the 74-foot-wide collector road and a 10-foot-wide easement. All walls, landscaping, and utilities shall be included in this easement area.”

October 3, 2018

AYES: Commissioners Camper, Drexel, Harris, Padilla, Rashe,
and Chairperson Dylina

NOES: None

ABSENT: Commissioner Martinez

ABSTAIN: None

4.4 Cancellation of October 17, 2018, Planning Commission
Meeting due to Lack of Items.

M/S PADILLA-RASHE, and carried by unanimous voice vote (one
absent), to cancel the Planning Commission meeting of October
17, 2018, due to lack of items.

5. **INFORMATION ITEMS**

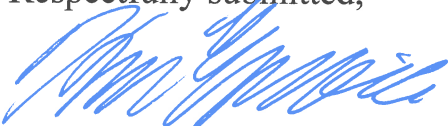
5.1 Calendar of Meetings/Events

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

6. **ADJOURNMENT**

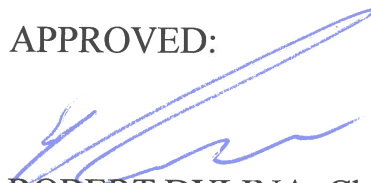
There being no further business, Chairperson DYLINEA adjourned the meeting
at 7:46 p.m.

Respectfully submitted,



KIM ESPINOSA, Secretary
Merced City Planning Commission

APPROVED:



ROBERT DYLINEA, Chairperson
Merced City Planning Commission

**CITY OF MERCED
Planning Commission**

Resolution #2904

MODIFIED by Planning Commission on 10/3/18 –see pg. 3-13

AMENDED by Planning Commission on 6/6/18 – see pg. 10
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Extended on 7/15/08, 7/15/09, 7/15/11, 7/11/13, and 10/10/15–See Pages 9-10
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AMENDED by City Council on 1/16/07 – Pg 3

WHEREAS, the Merced City Planning Commission at its regular meeting of November 8, 2006, held a public hearing and considered **Vesting Tentative Subdivision Map #1291** (“Bright Development”), initiated by Golden Valley Engineering, applicants for Bright Homes Corporation, property owner, to allow the subdivision of 39.8 acres into 168 single-family residential lots. The area is located east of G Street, and ¼ mile north of Cardella Road within an R-1-5 (Low Density Residential, 5,000-square-foot lot minimum) pre-zone; also known as Assessor’s Parcel No. 061-030-017 and -038; and,

WHEREAS, the Merced City Planning Commission does not concur with Findings A through V of Staff Report #06-41 – 4th Addendum, and finds as follows in additional Finding W:

“W. During their testimony during the public hearing, the project applicants indicated that they wanted changes to Condition Numbers 2, 16, 20, & 21 and the deletion of Condition #29. Planning staff indicated that these changes were not recommended since they appeared to be in conflict with the Voting Rights Act and the adopted Pre-Annexation Development Agreement signed by the applicants. The Planning Commission reviewed various documents regarding the Annexation Agreement and the City Attorney clarified the delay with the recordation of the annexation pending required pre-clearance under the Voting Rights Act.

“At that time, the Commission indicated that they didn't feel they had enough information to make a decision to approve the project at this point and they did not want to contradict the previous agreements. However, the applicants had asked that a decision be made at this meeting due to the previous continuances. Given the above, the Planning Commission voted to deny the applications and informed the applicants that they could appeal their decision to the City Council.”

WHEREAS, after reviewing the City’s Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning

PLANNING COMMISSION RESOLUTION #2904

Page 2 of ~~9~~ 13

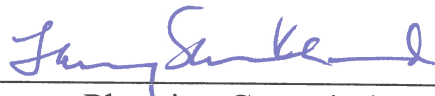
November 8, 2006 / January 16, 2007 / August 3, 2010 / July 15, 2011 / July 11, 2013 /
October 10, 2015 / June 6, 2018 / October 3, 2018

WHEREAS, 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 deny Vesting Tentative Subdivision Map #1291.

Upon motion by Commissioner Amey, seconded by Commissioner Burr, and carried by the following vote:

AYES: Commissioners Acheson, Amey, Burr, and Chairman Shankland
NOES: Commissioner Ward
ABSENT: Commissioners Conte and Fisher

Adopted this 8th day of November, 2006



Chairman, Planning Commission of
the City of Merced, California

ATTEST:


Secretary

n:shared:planning:PC Resolutions:#2904 VTSM #1291 Bright Development

January 16, 2007: At their regularly scheduled City Council meeting of January 16, 2007, the City Council considered the Applicant's appeal of the Planning Commission Denial of Vesting Tentative Subdivision Map #1291 ("Bright Development") and took the following action:

Upon Motion by Council Member Gabriault-Acosta, Seconded by Council Member Pollard, duly carried, resolved, to approve Findings A through S, finding that the previous environmental review [Expanded Initial Study #04-02 (Mitigated Negative Declaration) for the Absolute/Leeco Annexation] remains sufficient and no further documentation is required (Subsequent EIR/ND Section 15162 Findings), and approves Vesting Tentative Subdivision Map Application No. 1291 ("Bright Development"), subject to the amended conditions as recommended by Staff to the Planning Commission on November 8, 2006, and modification of Condition #21 of Staff Report No. 06-42 – 4th Addendum, as follows:

Modified
by PC on
10/3/18.
See pg. 11

1. ~~The proposed project shall be constructed/designed as shown on Exhibit 1 (Proposed Vesting Tentative Map) Attachment C, subject to the listed conditions.~~
2. All conditions contained in Resolution #1175-Amended ("Standard Tentative Subdivision Map Conditions") shall apply, as well as conditions and mitigation measures spelled out in the Pre-Annexation Development Agreement for Absolute/Leeco Annexation (including the need to comply with the 6-minute emergency response time in the Pre-Annexation Development Agreement), adopted April 17, 2006, and any subsequent amendments (see Attachment F for mitigation measures).
3. The proposed project shall comply with all standard Municipal Code (including R-1-5 design standards) and Subdivision Map Act requirements as applied by the City Engineering Department.
4. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.

5. 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. CFD procedures shall be initiated before final map approval. 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.
6. The developer/applicant shall indemnify, protect, defend, 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, or proceedings 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. 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. Street names to be approved by City Engineer.
9. Dedicate, by Final Map, all interior street rights-of-way and all necessary easements and as needed for irrigation, utilities, drainage,

landscaping, and open space, including any right-of-way necessary to reflect the modified alignment of the north-south oriented collector road in the eastern portion of the project located adjacent to the park and linear open space corridor.

Modified
by PC on
10/3/18.
See pg. 11

- ~~10. Developer shall design storm drainage with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases. Developer shall share costs of pump station with the subdivision to the north (“Palisades Park”) if joint use occurs, or if pump station is necessary. Storm drainage shall comply with City Storm Drainage Master Plan.~~

Modified
by PC on
10/3/18.
See pg. 11

- ~~11. Developer shall design sanitary sewer with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases. Developer shall share costs of pump station with the subdivision to the north (“Palisades Park”) if joint use occurs, or if pump station is necessary.~~

Modified by
PC on
10/3/18. See
pg. 11

- ~~12. Dedicate additional G Street right of way and easements to match Merced Vision 2015 General Plan requirements for 128 foot wide arterial, plus landscape and public facilities easements of 15 feet in width, including the construction of a 6 foot high masonry wall. Consistent with Planning Commission Resolution #2871 (Absolute Leeco Annexation), all of “G” Street within the annexation boundary shall be constructed at the time of improvements for the first tentative map, along with all other requirements listed in Condition #7 of said Resolution.~~

Modified by
PC on
10/3/18. See
pg. 11

- ~~13. Dedicate additional right of way and easements along the northern half of Merrill Avenue to match Merced Vision 2015 General Plan requirements for 74 foot wide collector (37 feet of ROW), plus landscape and public facilities easements varying from 10 feet to 12 feet in width, including the construction of a 6 foot high masonry wall along the northern portion of the roadway. These improvements shall terminate at the northeast corner of the intersection of Merrill Avenue and “K” Drive as indicated on the Tentative Map.~~

14. Provide for City review and approval of landscape/irrigation plans, prepared by a licensed landscape architect, for all areas of landscaping that are to be maintained by City.
15. Compliance with the 40-foot visual corner is required for corner lots (approximately 20 lots), and may result in the applicant constructing smaller homes on these lots or increasing the front yard setbacks. A 4-foot encroachment for the porch area can be allowed within this area. Details to be worked out with staff.
16. The effective date of this tentative map approval shall be the effective date of the final annexation for Absolute/Leeco. (Annexation to the City has not yet been finalized and is subject to pre-clearance under the Voting Rights Act before the Annexation can become effective.)
17. The proposed Community Park shall be designed for park and recreational use only. Basin or storm-water retention allowed within this park shall be consistent with the Park Master Plan. All bike trails within the linear park shall be a minimum width of 10-12 feet as per the Park Master Plan.
18. Refuse containers shall be stored out of site of the general public, including those homes located on the private driveways. A concrete pad (3 x 6 foot minimum) shall be installed in the side or back yard of each unit to house refuse containers with a paved path to the street.
19. There shall be no valley (cross) gutters installed within this subdivision.
20. Merrill Avenue shall be constructed to include a paved travel lane that is 23.5 feet wide curb-to-curb, with a 6-inch vertical asphalt curb along the south boundary line. The north side of Merrill Avenue will need to include curb and gutter, park strip, and a 5-foot sidewalk. Developer shall construct the roadway prior to issuance of the first certificate of occupancy. Developer shall complete the intersection of Foothill Drive and G Street by expanding the intersection to a 4-way, signalized intersection prior to the issuance of the 50th building permit. This

includes a median at the intersection of G Street and Merrill Avenue. The Developer shall coordinate the design of this roadway, to the extent feasible, with the adjoining property owner to the south.

21. The drainage basins along the PG&E power-line easements and within the neighborhood park/basins shall be designed in an open manner with no barriers, fences, etc., hindering their use as open space. All basins will need to be constructed and functional with City acceptance prior to issuance of the first certificate of occupancy. The linear and neighborhood parks will need to be transferred to the City of Merced per the terms of the Pre-Annexation Development Agreement.

Modified by
PC on
10/3/18. See
pg. 12

- ~~22. The secondary access point shall be located at the intersection of Foothill Drive and G Street. The secondary access point shall be installed prior to the issuance of the 1st certificate of occupancy permit.~~

23. City staff encourages and recommends the applicant to seek a water agreement with Merced Irrigation District for the usage of non-potable water for the use of irrigation of the City Landscaped areas such as Park-Strips, Parks, and any other area where non-potable water is allowed to be used and is approved by the Public Works Director.

24. The street tree and street light locations shall be approved by City Staff prior to approval of the first Final Map.

Modified
by PC on
10/3/18.
See pg. 12

- ~~25. The cul-de-sac bulb, 'J' Court, shall be open end style including sidewalk connectors to adjacent linear parks (within the PG&E easement) and local streets and walls from back of house to back of house. The linear park and PG&E Easement shall be designed in an open manner, with no fences or other hindrances that would impede pedestrian accessibility of both easements as they intersect with each other and 'J' Court.~~

Deleted by
PC on
10/3/18.

- ~~26. The cul-de-sac bulb labeled as 'D' Court shall be designed with park-strips due to its extended length.~~

27. City utility service (water and sewer) connections shall be located under the driveway for each lot that faces a City street. Water lines are privately owned and maintained between the meter and the home. Sewer lines are privately owned and maintained from the point of connection to the City-owned main sewer line.
28. Fire Hydrants to be provided and spaced in accordance with City of Merced standards. The maximum spacing between hydrants is 500 feet. Due to width issues of G Street, fire hydrants will need to be placed along the east side of this arterial roadway. The number and placement of fire hydrants to be worked out with the Fire Department.
29. The following design features shall be added to the elevations for the homes throughout the subdivision:
 - a. *Garages Doors:* Design features such as windows and door molds, or driveway pavement treatments, such as aggregate, integral color, and stamped patterns, shall be added. These designs shall be varied from one lot to the other.
 - b. *Front Elevations:*
 - i. All proposed elevations show stucco as the primary building facia material. At least one of the plans shall be amended to show wood siding as the primary facia material, or stone or brick panels (approximately 3 feet high) along the bottom of the facia as a required element, not an option.
 - ii. Each elevation is to be evenly distributed throughout the site. Prior to submittal of building permits, the applicant shall provide the Development Services Director with a “distribution plan” showing the: house plan elevation, color, roof material, porch design, and garage door/pavement design selected for each lot. In no case, shall any more than two adjacent lots in a row have the same elevation.

- iii. Blank rear and side elevations visible from a street are not permitted. The elevation shall include functional features (windows and doors, or be adorned with attractive features in addition to landscaping).
- iv. The color palette for houses shall be varied (at least 6 distinct sets of colors) and be consistent with the style of the house.
- v. High quality aesthetically pleasing materials (wood, stone, iron, pre-formed plastic fencing, etc.) shall be used.

BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: SPRIGGS, CORTEZ, GABRIALT-ACOSTA, POLLARD, SANDERS, WOOTEN
 NOES: COUNCIL MEMBERS: NONE
 ABSTAIN: COUNCIL MEMBERS: NONE
 ABSENT: COUNCIL MEMBERS: OSORIO

July 15, 2008/July 15, 2009: On July 15, 2008, the State of California gave a one-year extension to all active (not expired) tentative maps that were otherwise scheduled to expire on or before December 30, 2010. On July 15, 2009, the State of California gave a second, two-year extension. Therefore, this Tentative Map #1291 hereby has its expiration date extended to January 16, 2012.

July 15, 2011: On July 15, 2011, the State of California gave a 24-month extension to all active (not expired) tentative maps that were otherwise scheduled to expire on or before January 1, 2014. Therefore, Vesting Tentative Subdivision Map #1291 hereby has its expiration date extended to January 16, 2014.

July 11, 2013: On July 11, 2013, the State of California gave a 24-month extension to all active (not expired) tentative maps that were approved on or after January 1, 2000. Therefore, Vesting Tentative Subdivision Map #1291 hereby has its expiration date extended to January 16, 2016.

October 10, 2015: On October 10, 2015, the State of California gave a 24-month extension to all active (not expired) tentative maps that were approved on or after January 1, 2002, and not later than July 11, 2013. Therefore, Vesting Tentative Subdivision Map #1291 hereby has its expiration date extended to January 16, 2018.

June 6, 2018: At their regularly scheduled meeting of June 6, 2018, the Planning Commission approved the Extension of Vesting Tentative map #1291 (“Bright Homes”) for one year (to January 16, 2019), subject to the following additional conditions:

30. A revised vesting tentative map shall be submitted within 60 days of the date this extension is granted. The revised map shall include the following:
 - a. All lots shall be on property owned by the applicant.
 - b. All roads through the subdivision shall be on property owned by the applicant.
 - c. Access from Merrill Place into the subdivision on Palisades Drive shall be on property owned by the applicant or the right-of-way must have been dedicated to the City of Merced prior to submitting the revised map.
31. If after 60 days the above conditions have not been met, Vesting Tentative Map #1291 will automatically expire.

Upon motion by Commissioner PADILLA, seconded by Commissioner COLBY, and carried by the following vote:

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

NOES: None

ABSENT: None, (One vacancy)

ABSTAIN: None

October 3, 2018: At their regularly scheduled meeting of October 3, 2018, the Planning Commission approved the modifications to Vesting Tentative map #1291 (“Bright Homes”) subject to the conditions contained within this resolution, including modifications to Conditions #1, #10, #11, #12, #13, #22, and #25, the deletion of Condition #26, and the addition of Conditions #32 through #44. :

1. The proposed project shall be constructed/designed as shown on Exhibit 1 [Proposed Vesting Tentative Map #1291 (Modified)] - Attachment C of Staff Report #18-29, except as modified by the conditions.
10. Developer shall design storm drainage with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases. Developer shall share costs of pump station with the property owner to the north, if joint use occurs, or if pump station is necessary. Storm drainage shall comply with City Storm Drainage Master Plan.
11. Developer shall design sanitary sewer with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases.
12. Dedicate additional G Street right-of-way and easements to match *Merced Vision 2030 General Plan* requirements for a 128-foot wide arterial, plus an additional 15 feet of right-of-way to accommodate the required landscape area, block wall, and utilities. A 7-foot-tall block wall shall be constructed along the project’s frontage on G Street. Consistent with Planning Commission Resolution #2871 (Absolute Leeco Annexation), all of “G” Street within the annexation boundary shall be constructed at the time of improvements for the first tentative map, along with all other requirements listed in Condition #7 of said Resolution.
13. Dedicate additional right-of-way and easements along the northern half of Merrill Avenue to match *Merced Vision 2030 General Plan* requirements for 74-foot wide collector (37-feet of ROW), an additional 10 feet of right-of-way to accommodate the required landscape area, block wall, and utilities. A 7-foot-tall wall shall be constructed along the project’s frontage on Merrill Avenue (Place). The

- block wall may be constructed in phases consistent with the tentative map. All of the land required for this development's share of Merrill Avenue (Place) shall be dedicated with the first final map.
22. Secondary access to the subdivision shall be provided by a Temporary Emergency Vehicle Access easement constructed between Lots 1 and 15 of Modified Tentative map #1291 to be maintained by the CFD.
 25. The linear park and PG&E Easement shall be designed in an open manner, with no fences or other hindrances that would impede pedestrian accessibility.
 32. At the time of Final Map, all references to a "PFE" (Public Facilities Easement) shall be changed to reflect the actual purpose of the easement. For example, if the easement is for utilities and a block wall, the easement should be labeled as a PUE (Public Utilities Easement) and Block Wall easement.
 33. The Emergency Vehicle Access (EVA) is allowed on G Street as a temporary access only. The design of the EVA shall be approved by the Fire, Engineering, and Planning Departments. Pedestrian access should be implemented into the EVA.
 34. Once Palisades Drive and Foothill Drive are constructed which provides secondary access into the subdivision, the EVA shall be abandoned at the owner's expense.
 35. All easements shall be large enough to provide room for all utilities without utilities being placed underneath the City sidewalk.
 36. The Tentative Map shows the EVA as "Lot A" and the 3.10 acres at the eastern edge of the subdivision as "Lot A". This shall be corrected on the final map so that there is no duplication of the lot designations.
 37. Access to Lot A (at the eastern edge of the subdivision) as shown on VTSM #1291 (Modified) shall be provided from this subdivision. The exact location of the access point shall be determined when development occurs on Lot A.
 38. The location of the pump station shown on the park/basin parcel is not approved. The exact location of the pump station will be determined prior to the first final map.

39. The cul-de-sacs at Court E and Court L shall be open-ended cul-de-sacs providing access to F Street.
40. The owner shall work with the City of Merced to obtain the additional right of way needed for the southern portion of Merrill Place.
41. The area shown as Lot A for the Emergency Vehicle Access on the tentative map shall be re-labeled due to duplication with the area to the east of the subdivision also shown as Lot A.
42. The Emergency Vehicle Access (EVA) Easement area shall be dedicated to the City. If sewer and water main lines are to be placed this area, a public utilities easement shall be maintained upon vacation of the EVA.
43. The EVA area may remain open to allow pedestrian access to the subdivision from G Street if the developer desires to do so after it is no longer needed as an EVA. However, if the pedestrian access is not maintained or problems arise with the use of the access area, it shall be the responsibility of the developer/subdivider to install the block wall in this area.
44. "F" Street shall have a 94-foot-wide right-of-way to include the 74-foot-wide collector road and a 10-foot-wide easement. All walls, landscaping, and utilities shall be included in this easement area.

Upon motion by Commissioner PADILLA, seconded by Commissioner HARRIS, and carried by the following vote:

AYES: Commissioners Camper, Drexel, Harris, Padilla, Rashe, and Chairperson Dylina

NOES: None

ABSENT: Commissioner Martinez

ABSTAIN: None

CITY OF MERCED
Planning Commission

Resolution #4009

WHEREAS, the Merced City Planning Commission at its regular meeting of October 3, 2018, held a public hearing and considered **Tentative Subdivision Map #1309**, initiated by Golden Valley Engineering, applicant for Rucker Construction Inc. Profit Sharing Plan, property owner. This application involves the subdivision of approximately 20.6 acres into 99 single-family residential lots, generally located on the south side of Pettinotti Road (extended) between El Redondo Drive (extended) and San Augustine Drive (extended), within an R-1-5 zone with a General Plan designation of Low-Density Residential (LD); also known as Assessor's Parcel Numbers (APN's) 206-030-021 and -022; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through K of Staff Report #18-28; 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 Review #04-22 for Barnell Annexation [a supplement to Expanded Initial Study #01-32 for Fahrens Creek North Annexation (SCH#2001101082)] remains sufficient and no further documentation is required (CEQA Section 15162 Findings), and approve Vesting Tentative Subdivision Map #1309, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner DREXEL, seconded by Commissioner RASHE, and carried by the following vote:

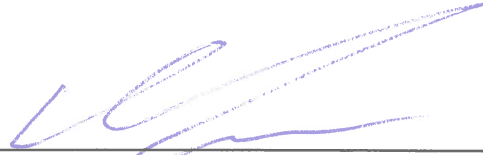
AYES: Commissioners Camper, Drexel, Harris, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: Commissioner Martinez
ABSTAIN: None

PLANNING COMMISSION RESOLUTION #4009

Page 2

October 3, 2018

Adopted this 3rd day of October 2018



Chairperson, Planning Commission of
the City of Merced, California

ATTEST:



Secretary

Attachment:

Exhibit A – Conditions of Approval

n:shared:planning:PC Resolutions:TSM #1309

Conditions of Approval
Planning Commission Resolution # 4009
Vesting Tentative Subdivision Map # 1309

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (Vesting Tentative Map #1309) -- Attachment B of Staff Report #18-28, 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 applicable conditions (as determined by City Staff) set forth for the approval of the Fahrens Creek Specific Plan. Specifically, application approvals for the Barnell Annexation #04-06, Pre-Zoning #04-06, and Mitigation Measures identified in Expanded Initial Study #04-22 (a supplement to Expanded Initial Study #01-32), and Exhibit D ("Public Benefits") Section of the Pre-Annexation Development Agreement as they apply to this particular site and previously approved for this project development, except as modified.
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.

General Subdivision

8. Dedication by Final Map of all interior street rights-of-way and all necessary easements will be made as shown on Vesting Tentative Subdivision Map #1309 and as needed for irrigation, utilities, drainage, landscaping, and open space.
9. Open-ended cul-de-sacs (combination of decorative walls/wrought iron with pedestrian gates) are required along the south side of Pettinotti Road (Lots 118, 119, 130, and 131) and the west side of El Redondo Drive (Lots 13, 14, 25, 26, 37, and 38).
10. City Engineer shall approve street names.
11. Traffic control signs, street markings, and striping shall be as directed by the City Engineer.
12. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.
13. Developer shall provide construction plans and calculations for all landscaping and public maintenance improvements. All such plans shall conform to City standards and meet approval of the City Engineer.
14. All undeveloped areas shall be maintained free of weeds or other debris.
15. Fire hydrants to be provided and spaced in accordance with City of Merced Standards. Additional fire hydrants are needed in the following

locations: On El Redondo Drive between Pettinotti Road and Cassis Drive; on Pettinotti Road between Bayonet and Cinnibar Court; and on Bayonet near Cassis Drive.

Street Improvements

16. Due to the existing poor condition of La Cava, Cardella and Pettinotti Roads, a complete reconstruction of these County roads will be ultimately necessary. This Project's share of these improvements shall be the north/south portion of La Cava Road (San Augustine Drive). The owner/developer shall work with the County to vacate all or a portion of La Cava Road to prevent dual roadways within the limited space available.
17. Streetlights per City Standards are required on La Cava Road (San Augustine Drive), Cardella, and Pettinotti Roads as required by the City Engineer.
18. All cul-de-sac bulbs shall have a minimum diameter of 96 feet and shall be posted as "no parking" in compliance with Fire Department Standards adopted by Merced Municipal Code Section 17.32.
19. All improvements along the subdivision frontage shall be installed, including but not limited to, sidewalk, curb, gutter, streetlights, and street trees, except as indicated by Conditions #20 and #28.
20. Pettinotti Road shall be improved to three-quarters (3/4) of the ultimate width along the project frontage with each phase of construction. These improvements shall include all improvements to the center-line of the street, plus one 12-foot-wide travel lane, plus 4 feet of shoulder backing at a minimum with final design to be approved by the City Engineer.
21. El Redondo Drive shall be extended with full improvements to Pettinotti Road with Phase 2 of the subdivision map.
22. All easements shall be large enough to provide room for all utilities without utilities being placed underneath the City sidewalk.
23. Developer shall coordinate with all utility companies and include utility information on the improvement plans at the time of Final Map submittal.
24. Developers at each adjacent corner of a collector/arterial intersection are responsible for 50 percent of the cost of a traffic signal designated in the City of Merced Public Facilities Impact Fees, at each quarter-mile/half-

mile collector intersection with Cardella Road as warrants are met in the judgment of the City Engineer. As such, this Developer shall be responsible for 12.5 percent of the signal at Cardella Road and San Augustine Drive or a proportionate share based on a traffic study provided by the applicant (with scope of work approved by the City of Merced). At the time of the first final map, the owner's engineer shall provide a cost estimate for these improvements (subject to the approval of the City Engineer) and shall provide cash security in an amount equal to 12.5% or a proportionate share as determined by a traffic study of the cost of the improvements. Improvements made by the developer that are reimbursable by the City may be subject to prevailing wage.

25. Mitigation Measure M-6 for the Barnell Annexation which included this property, required the construction of 2 travel lanes on Cardella Road west of San Augustine to State Highway 59. Because this development is not solely responsible for the traffic being generated on Cardella Road and at the intersection of Cardella Road and State Highway 59, the development shall only be required to pay a proportionate share of the cost of the 2 travel lanes required by Mitigation Measure M-6. The proportionate share shall be determined by the proportionate acreage included within the Barnell Annexation area or the proportionate share of this development's contribution to the traffic in this area based on a traffic study provided by the project developer (the scope of work to be approved by the City). At the time of the first final map, the owner's engineer shall provide a cost estimate for these improvements (subject to the approval of the City Engineer). Prior to the first final map being approved, the property owner shall provide cash security in an amount equal to the development's proportional share of the cost of the improvements.
26. Mitigation Measure M-6 of the Barnell Annexation, a traffic signal is required at State Highway 59 and Cardella Road. This traffic signal is eligible for 100% reimbursement through the City's Public Facilities Financing Plan. However, the cost of installation of the signal is required to be paid up front by the owner/developer. Therefore, this project is required to contribute its proportional share of the cost of the traffic signal. The proportionate share of the cost shall be determined by the proportionate share of acres within the annexation area or by a traffic study provided by the developer (scope of work to be approved by the City). Reimbursement may be requested in accordance with the

provisions of the City's Public Facilities Financing Plan. At the time of the first final map, the owner's engineer shall provide a cost estimate for these improvements (subject to the approval of the City Engineer) and shall provide cash security in an amount equal to the development's proportionate share of the cost of the improvements. Improvements made by the developer that are reimbursable by the City may be subject to prevailing wage.

27. The owner/developer shall either provide a traffic study (with scope of work to be approved by the City) to determine the project's contribution to the traffic at the intersection of Yosemite Avenue and San Augustine Drive to determine the project's fair share of the cost of the traffic signal at this intersection or, the owner/developer may choose to pay 12.5% of this traffic signal. The cost of the traffic signal shall be approved by the City Engineer. At the time of the first final map, the owner's engineer shall provide a cost estimate for these improvements (subject to the approval of the City Engineer) and the owner shall provide cash security in an amount equal to the development's proportional share or 12.5% of the cost of the improvements.
28. The developer is responsible for acquiring necessary right-of-way (R-O-W.) and constructing the extension of San Augustine Drive along the west property line with full R-O-W on the east side of San Augustine Drive, two travel lanes, and curb and gutter on the west side of San Augustine Drive (currently the north/south portion of La Cava Road). San Augustine Drive shall be constructed with each phase of construction.

Water/Sewer/Storm Drain

29. Developer shall demonstrate, to the satisfaction of the City Engineer, that adequate water and sewer systems are part of the project improvements. The Developer shall extend water and sewer from existing facilities as may be necessary.
30. Prior to the approval of the first Final Map, the applicant shall demonstrate to the City that storm drainage facilities are adequate to meet project demands and that improvements are consistent with the draft City of Merced Storm Drainage Master Plan.
31. 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). These requirements may be met for the subdivision as a whole or on a lot-by-lot basis.

32. Prior to the first final map approval, the owner shall provide confirmation that Lantana Estates has paid its share of the storm basin/pump station (located south of Monaco Drive and west of Horizons Avenue) that was installed by the Provence Subdivision, which the Lantana Estates Subdivision utilizes.

Building/Site Design

33. All dwellings shall be designed to include fire sprinklers as required by the California Fire Code.
34. No residential driveways shall front on any arterial or collector street (San Augustine Drive, Pettinotti Road, El Redondo Drive, and Cassis Drive).
35. All driveways shall provide a minimum length of 20 feet beyond the sidewalk. If a sidewalk is located within an easement area, the 20 feet shall be measured from the back of the sidewalk.
36. The project shall comply with all requirements of the California Building Code and all flood requirements of the Federal Emergency Management Agency (FEMA). All necessary documentation related to the construction of the residential uses shall be provided at the building permit stage.
37. Compliance with the visual triangle requirements for corner lots is required and may result in the applicant constructing smaller homes on these lots or increasing the front yard setbacks. A 4-foot encroachment for the porch area may be allowed within this area. Details to be worked out with staff.
38. Refuse containers shall be stored out of site of the general public. A concrete pad (3 x 6 foot minimum with a paved access to the street) shall be installed in the side or back yard of each unit to house refuse containers.
39. The following R-1-5 Zone “Façade Design” Provisions per Merced Municipal Code Section 20.10.070 G shall be added to the elevations for the homes throughout the subdivision:

- a. Garage frontage. A minimum of twenty-five (25%) percent of the front elevations along a street shall have a minimum twenty-five (25) foot setback for the garages.
- b. A minimum of twenty-five (25%) percent of the garages along a street with the standard twenty-foot setback shall have recessed doors.
- c. No three-car garages shall be allowed on 5,000-square-foot lots, except on lots with alley access or lots exceeding 60 feet in width.
- d. Front elevations. All subdivisions shall provide a variety of dwelling elevations appropriate for the scale of the project. Elevations shall be approved by the Development Services Director or his designee. At a minimum, the same elevations shall not be repeated for adjacent houses. Varied front setbacks and same two-story houses are encouraged as ways of achieving variety.
- e. Windows, doors, and garage doors (except recessed garage doors) on the front elevation shall have raised trim in order to provide visual interest and relief.
- f. Two-story dwelling units. Plans for two story structures to be constructed at the exterior boundary of a 5,000-square-foot or smaller lot subdivision adjoining a developed R-1 residential zoned area shall be reviewed by the Development Services Director or designee. The Director or designee shall consider the relationship of second-story windows, doors, and balconies with the privacy of neighbors, and may require that these features be redesigned or omitted from second-story rear walls.

Landscape

- 40. Developer shall submit landscape/irrigation/wall plans for areas to be maintained by the City for approval by City Engineer. All walls shall be solid masonry and 7 feet in height. Full landscaped designs are required for the Community Facilities District (CFD) areas. All landscaped areas along Cassis, San Augustine, and El Redondo Drives, as well as Pettinotti Road, shall be included in the CFD.
- 41. All landscaping shall comply with State Water Resources Control Board Resolution No. 2015-0032 "To Adopt an Emergency Regulation for

Statewide Urban Water Conservation” or the most recent water regulations adopted by the State and City addressing water conservation measures. If turf is proposed to be installed in park strips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed. All irrigation provided to street trees or other landscaping shall be provided with a drip irrigation or micro-spray system and shall comply with the City’s Water Efficient Landscape Ordinance (MMC Section 20.36.030).

42. Prior to final inspection of any home, all front yards and side yards exposed to public view shall be provided with landscaping to include, ground cover, trees, shrubs, and irrigation in accordance with Merced Municipal Code Section 20.36.050. Irrigation for all on-site landscaping shall be provided by a drip system or micro-spray system in accordance with the State’s Emergency Regulation for Statewide Urban Water Conservation or any other state or City mandated water regulations dealing with the current drought conditions. All landscaping shall comply with the City’s Water Efficient Landscape Ordinance (MMC Section 20.36.030).
43. A decorative wall and a 10-foot-wide landscape area along San Augustine Drive as required on collectors may be difficult to achieve with 80-foot length lots (Lots 1 – 7 and Lots 157 – 159). As such, a few lots may be lost, smaller homes built on the lots, or shifting the lots to the east may be required. Details to be worked out with staff.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item I.4.

Meeting Date: 12/3/2018

Report Prepared by: Stephani Davis, Development Services Technician II, Planning Division

SUBJECT: Information Only-Site Plan Review Committee Minutes of October 18, 2018

RECOMMENDATION

For information only.

ATTACHMENTS

1. SP Minutes 10-18-2018

CITY OF MERCED
Site Plan Review Committee

MINUTES

Planning Conference Room
2nd Floor Civic Center
Thursday, October 18, 2018

Chairperson McBRIDE called the meeting to order at 1:35 p.m.

1. **ROLL CALL**

Committee Members Present: Plans Examiner II England (for Chief Building Official Frazier), City Engineer Son, and Director of Development Services McBride

Committee Members Absent: None

Staff Present: Associate Planner Nelson, Planner Mendoza-Gonzalez, and Development Services Technician II/Recording Secretary Kuykendall

2. **MINUTES**

M/S SON-ENGLAND, and carried by unanimous voice vote, to approve the Minutes of August 16, 2018, as submitted.

3. **COMMUNICATIONS**

None.

4. **ITEMS**

- 4.1 Site Plan Application #422, submitted by Ma Guadalupe Garcias, applicant for David McGhee, Timothy L. Reusch, Anita Reusch, and Susan McGhee, property owners, to allow a food truck on the same parcel as a pest management company (Advanced Pest Management) and an automotive repair shop (Super Shop) located at 1525 and 1535 W 14th St, within a General Commercial (C-G) Zone.

Development Services Technician II KUYKENDALL reviewed the application. Refer to Draft Site Plan Resolution #422 for further information.

The applicant was in attendance to answer questions from the Committee.

Development Services Technician II KUYKENDALL recommended modifying Condition #18 to allow the taco truck to begin operation upon the submittal of Design Review and Building permit applications, as opposed to beginning operation after the permits have been obtained. This would allow the taco truck to begin operating sooner and be less impacted by this Condition.

M/S SON/ENGLAND, and carried by the following vote to adopt a Categorical Exemption regarding Environmental Review #18-57, and approve Site Plan Application #422, subject to the Findings and eighteen (18) conditions set forth in Draft Resolution #422 with a modification to Condition #18 as follows:

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

“18. The mobile food vendor business licenses shall not be issued until the existing businesses (Super Shop and Advanced IPM Pest Management) have ~~obtained~~ submitted all necessary building and design review ~~permits~~ permit applications for their signage.”

AYES: Committee Members England, Son, and Chairperson McBride

NOES: None

ABSENT: None

5. **INFORMATION ITEMS**

5.1 Calendar of Meetings/Events

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

Site Plan Review Committee Minutes

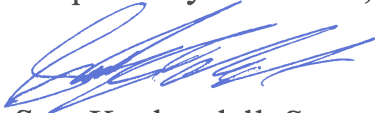
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October 18, 2018

6. **ADJOURNMENT**

There being no further business, Chairperson McBRIDE adjourned the meeting at 1:45 p.m.

Respectfully submitted,



Sam Kuykendall, Secretary

Merced City Site Plan Review Committee

APPROVED:



Scott McBride, Chairperson/

Director of Development Services

Merced City Site Plan Review Committee

CITY OF MERCED
SITE PLAN APPROVAL
RESOLUTION #422

<u>Lupita's Mexican Food Truck</u>	<u>Food Truck</u>
APPLICANT	PROJECT
<u>404 E. Grant Rd.</u>	<u>1535 W 14th Street</u>
ADDRESS	PROJECT SITE
<u>El Nido, Ca, 95317</u>	<u>031-181-010</u>
CITY/STATE/ZIP	APN
<u>(559) 223-1238</u>	<u>General Commercial (C-G)</u>
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 #422 on October 18, 2018, submitted by Ma Guadalupe Garcias, applicant for David McGhee, Timothy L. Reusch, Anita Reusch, and Susan McGhee, property owners, to allow a food truck on the same parcel as a pest management company (Advanced Pest Management) and an automotive repair shop (Super Shop) located at 1525 and 1535 W 14th St (APN 031-181-010), within a General Commercial (C-G) Zone. Said property being more particularly described as Lot 2 as shown on the Map entitled "Parcel Map for Bernice Duffus," recorded in Volume 30, Page 21 of Merced County Records; also known as Assessor's Parcel Number (APN) 031-181-010.

WHEREAS, the proposal is exempt from the California Environmental Quality Act (CEQA), and is in accordance with Section 15311, Class 11 (Exhibit D); and,

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

- A) A food truck is allowed with Site Plan Review approval within the General Commercial (C-G) Zone and complies with the General Plan designation of General Commercial (CG).
- B) As proposed by the applicant, the food truck satisfies the City Standards and expectations outlined under the Merced Municipal Code Section 20.44.020 – Food Trucks in Fixed Locations, regarding operational standards, hours of operation, parking and access, maintenance, advertising, and licenses.
- C) The subject site is currently occupied by an automotive repair shop (Super Shop) and a pest management company (Advanced Pest Management).
- D) The food truck would be located near the southeast corner of the parcel, approximately 25 feet from 14th Street and approximately 120 feet from V Street (see Exhibit B).
- E) The food truck would not block any driving aisles, fire lanes, fire hydrants, parking stalls, or building exits.

- F) This proposal does not include any outdoor seats or tables.
- G) Reserved parking for food truck patrons (2 spaces as required by code) would be available at the two parking spaces adjacent to the north of the food truck (see Exhibit B).
- H) Employee restrooms would be available inside Super Shop (see Condition #17).
- I) The applicant has acknowledged that the business will not utilize or install illuminated signs, movable signs, inflatable signs, A-Frame signs, flags, or pennants. Business signage will be located on the food truck only (see Condition #8).

NOW, THEREFORE, BE IT RESOLVED that the Merced City Site Plan Review Committee does approve Site Plan Review Application #422 subject to the following conditions:

- 1) All conditions contained in Site Plan Approval Resolution #79-1 ("Standard Conditions of Site Plan Approval") 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) and as modified by the conditions of approval within this resolution.
- 4) The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.
- 5) The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

October 18, 2018

- 6) Modifications to the location of the food truck shall be subject to review by the Planning Manager, or if deemed necessary, the Site Plan Review Committee.
- 7) At least two trash receptacles shall be provided while food is being served. The site and immediate area shall be maintained free of all debris and trash generated from the use.
- 8) All signage shall be contained on the food truck. No A-frame signs, banners, flags, or other moving or portable signs shall be permitted for this use anywhere onsite or off site.
- 9) The hours of operation shall be any span of time between 7:00 a.m. and 9:00 p.m. daily.
- 10) If the business is open after dark, lights shall be provided on the vehicle or on the property that are sufficient to light the vehicle and at least a 50-foot radius around the vehicle. If lights are not provided, the business shall close at sundown.
- 11) Disposal of waste products shall be limited to a Merced County Environmental Health Department approved commissary or an alternative approved facility.
- 12) The applicant shall comply with the Water Quality Control Division's (WQCD) Best Management Practices regarding the disposal of cooking grease and proper cleaning of kitchen equipment, as shown on Exhibit C, or as otherwise required by the WQCD.
- 13) The applicant shall comply with all City of Merced business licensing requirements and all requirements of the Merced County Health Department.
- 14) If problems arise as a result of this business that may require excessive Police Department service calls to the site or within the immediate area including, but not limited to, excessive harassment, malicious property damage, lewd and/or disorderly conduct, this approval may be subject to review and revocation by the City of Merced.
- 15) Food truck activities shall in no way interfere with the operation of the existing business on the lot, or nearby businesses, including noise, litter, loitering, and traffic circulation.
- 16) The applicant shall comply with all regulations found in Merced Municipals Code Section 20.44.020 - Food Trucks in Fixed Locations.
- 17) The applicant shall provide restroom facilities for their employees. These restrooms shall be available in a permanent building that meets the Health Department's requirements for distance from the business operation. Portable toilets shall not be allowed.
- 18) The mobile food vendor business licenses shall not be issued until the existing businesses (Super Shop and Advanced IPM Pest Management) have submitted all necessary building and design review permit applications for their signage.

If there are any questions concerning these findings and/or conditions, please contact Sam Kuykendall at (209) 385-6927.

10-18-2018

DATE



SIGNATURE

Development Services Tech II

TITLE

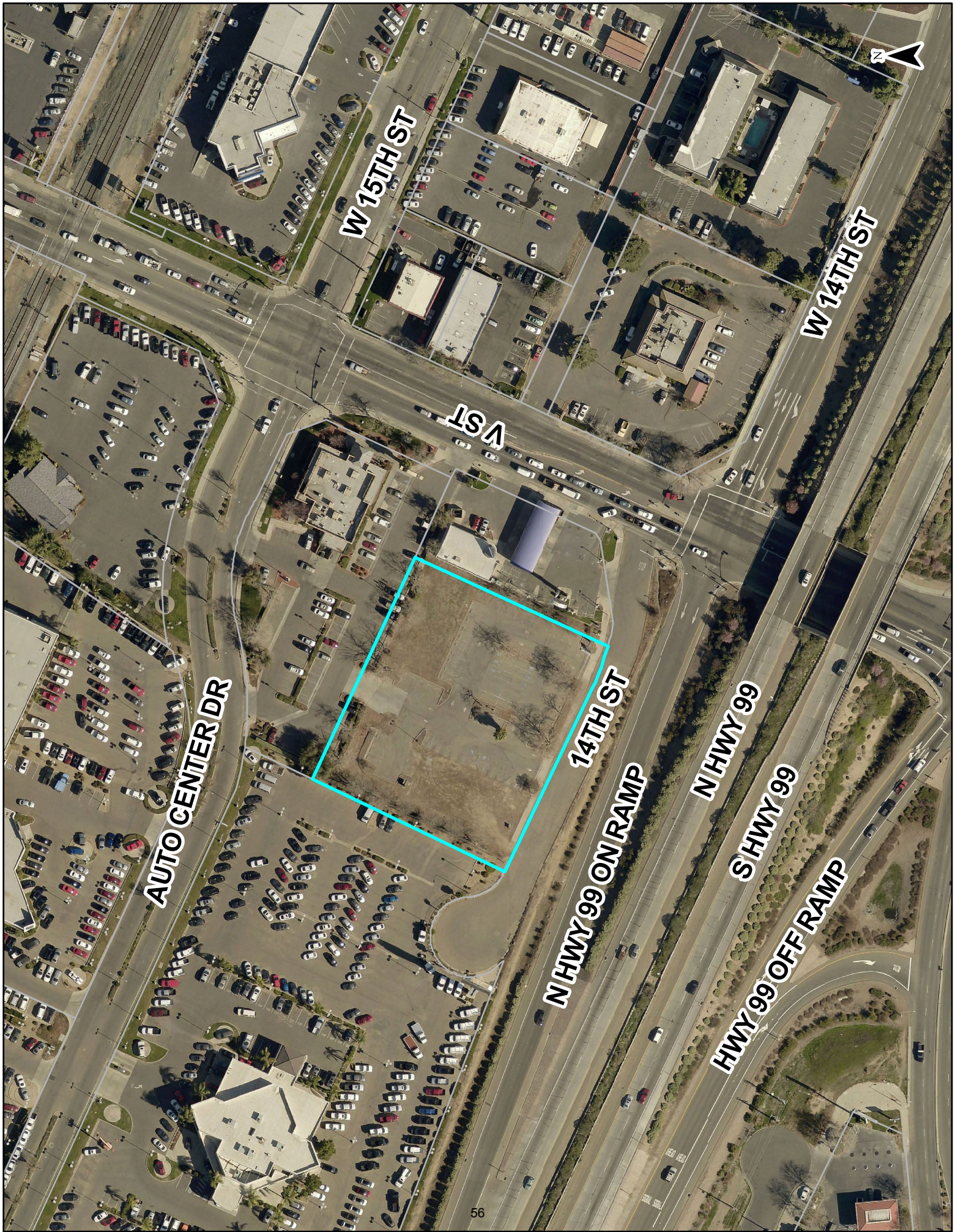
Site Plan Review #422

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October 18, 2018

Exhibits:

- A) Location Map
- B) Site Plan
- C) Water Quality Control Division Best Management Practices Brochure
- D) Categorical Exemption



W 15TH ST

W 14TH ST

15TH ST

14TH ST

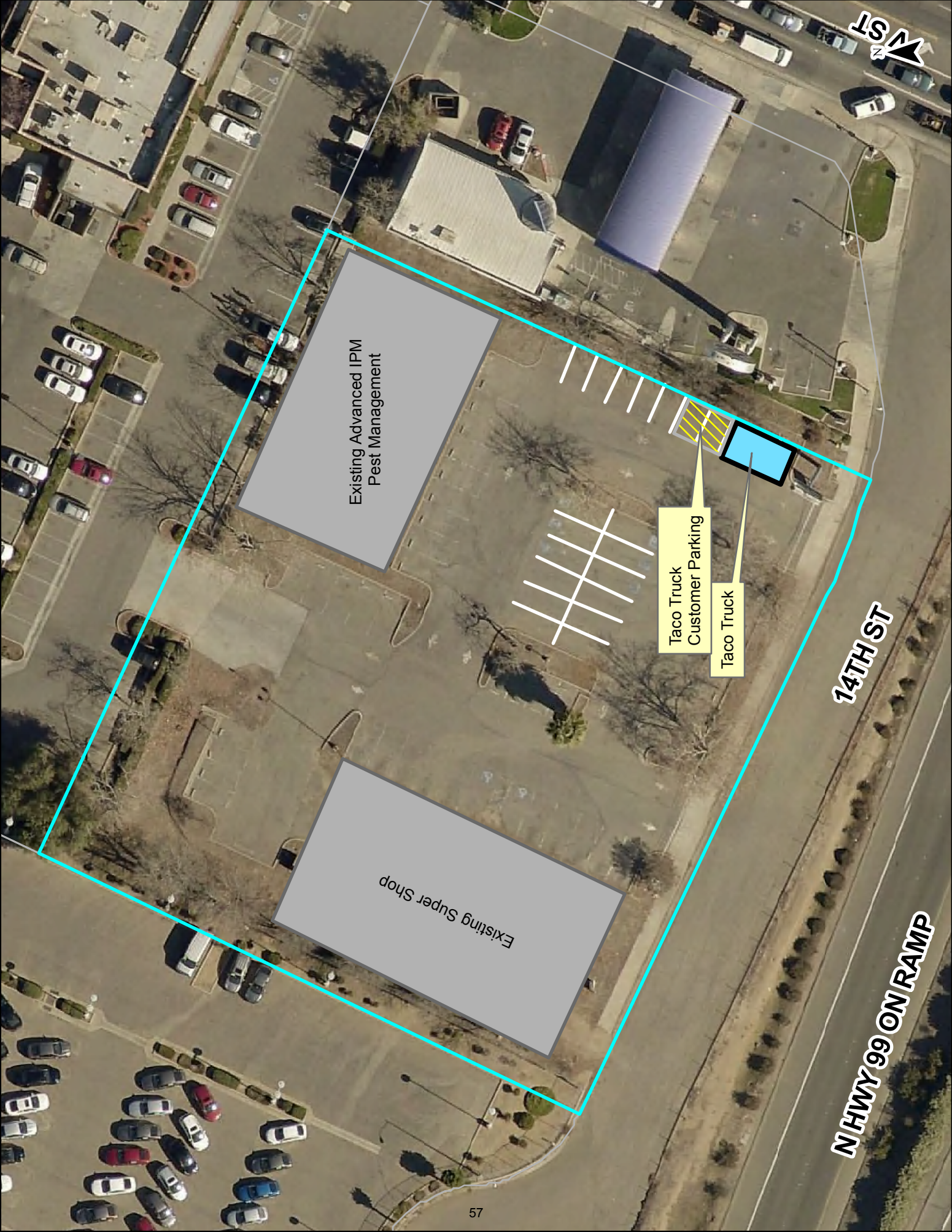
AUTO CENTER DR

N HWY 99 ON RAMP

N HWY 99

S HWY 99

HWY 99 OFF RAMP



Existing Advanced IPM
Pest Management

Existing Super Shop

Taco Truck
Customer Parking

Taco Truck

14TH ST

N HWY 99 ON RAMP

MERCED MUNICIPAL CODE

15.50.050 - Discharge of non-storm water prohibited


A. Except as provided in Section 15.50.060, it is unlawful, and a misdemeanor subject to punishment in accordance with Chapter 1.12 of this Code, for any person to make or cause to be made any non-storm water discharge.

B. Notwithstanding the exemptions provided by Section 15.50.060, if the regional water quality control board or the enforcement official determines that any otherwise exempt discharge causes or significantly contributes to violations of any storm water permit, or conveys significant quantities of pollutants to a surface water or storm water conveyance, or is a danger to public health or safety, such discharge shall be prohibited from entering the storm water conveyance system.

1.12.020 - General penalties

A. Misdemeanors. Unless otherwise provided, any person convicted of a misdemeanor under the provisions of this code shall be punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment in the county jail of Merced County for a period not exceeding one (1) year, or by both such fine and imprisonment.

**REPORT
ILLEGAL DUMPING
(209) 385-6905**

City of 
Merced
Gateway to Yosemite



For further information, please contact our office at:

City of Merced
Water Quality Control Division
1776 Grogan Avenue
Merced, CA 95341
(209) 385-6204
www.cityofmerced.org

**FOOD TRUCKS
AND
STORM WATER**



The City of Merced is promoting storm water pollution prevention through public outreach and the Storm Water Ordinance. The Merced Municipal Code 15.50.020 - Purpose and Intent states,

A. The purpose of this chapter is to protect and promote the health, safety, and general welfare of the citizens of City of Merced by controlling non-storm water discharges to the storm water conveyance system from spills, dumping, or disposal of materials other than storm water, and by reducing pollutants in urban storm water discharges to the maximum extent practicable.

B. This chapter is intended to assist in the protection and enhancement of the water quality of watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. Sections 1251 et seq.) and any subsequent amendments thereto, by reducing pollutants in storm water discharges to the maximum extent practicable and by prohibiting non-storm water discharges into the storm drain system.



Anything that spills or lands on the ground of areas such as streets, sidewalks, drainage channels, or parking lots of the City of Merced eventually becomes storm water pollution. Everything that flows into a storm drain, goes directly to our creeks and rivers, untreated. This means aquatic life can die off and areas for water recreation become unsafe for human enjoyment.

Mobile Food Trucks play a major role in minimizing storm water pollution, because of the mobile aspect of the business. The following are important responsibilities of Food Trucks to aid in the protection of our environment, as well as, the health, safety and general welfare of the citizens of Merced:

DO'S

Visit commissary DAILY for disposing of fats, oils and grease
- keep logs



Clean spills using dry methods, like absorbents



Clean kitchen equipment indoors or at wash facility with an oil separator or a grease interceptor



Clean mobile food truck at an approved wash facility



DON'TS

Do not dispose of waste fats, oils and grease in storm drains or drainage ditches



Do not use water to clean up spills



Do not clean kitchen equipment outdoors where wastewater could impact the storm drain



Do not clean mobile food truck at place of residence



NOTICE OF EXEMPTION

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

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

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

Project Title: SP #422 (Environmental Review #18-57)

Project Applicant: Lupita's Mexican Food

Project Location (Specific): 1535 W 14th St (APN: 031-181-010)

Project Location - City: Merced **Project Location - 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: Lupita's Mexican Food

Exempt Status: (check one)

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

Reasons why Project is Exempt: As defined under the above referenced Section, the proposed project consists of minor/exterior alterations, such as operating a food truck within a developed commercial site, which are considered to be exempt under the CEQA Guidelines per Section 15301 (a).

Lead Agency: City of Merced

Contact Person: Sam Kuykendall **Area Code/Telephone:** (209) 385-6927

Signature:  **Date:** 10/3/18 **Title:** Planning Technician

 X Signed by Lead Agency **Date Received for Filing at OPR:** _____
(If applicable)

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



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item I.5.

Meeting Date: 12/3/2018

SUBJECT: Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of November 5, 2018

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of November 5, 2018.

ALTERNATIVES

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

ATTACHMENTS

1. Minutes of November 5, 2018



CITY OF MERCED

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

Minutes

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

Monday, November 5, 2018

6:00 PM

A. CLOSED SESSION ROLL CALL

Clerk's Note: Council Member BELLUOMINI arrived to Closed Session at 5:09 PM.

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

Absent: 0

B. CLOSED SESSION

Mayor MURPHY called the Closed Session to order at 5:05 PM.

- B.1.** **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - Existing Litigation Case: *Merced Citizens for Responsible Planning, et al. v. City of Merced, et al.*; Merced County Superior Court Case No. 18CV-01143 Authority: Government Code Section 54956.9(d)(1)
- B.2.** **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - Existing Litigation Case: *Mayra Contreras, et al. v. City of Merced*; Merced County Superior Court Case No. 16CV-00260 Authority: Government Code Section 54956.9(d)(1)
- B.3.** **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.4.** **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 54956.9(d)(1)
- B.5.** **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL -- EXISTING

LITIGATION; Englert, et. al. v. City of Merced; Case No.
1:18-CV-01239-LJO-EPG; AUTHORITY: Government Code Section
54956.9(d)(1)

Clerk's Note: Council adjourned from Closed Session at 5:49 PM.

C. CALL TO ORDER

Mayor MURPHY called the Regular Meeting to order at 6:00 PM.

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

The invocation was delivered by Joel DORMAN from First Baptist Church.

C.2. Pledge of Allegiance to the Flag

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

D. ROLL CALL

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

Absent: 0

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

E. REPORT OUT OF CLOSED SESSION

There was no report.

F. WRITTEN PETITIONS AND COMMUNICATIONS

There were none.

G. ORAL COMMUNICATIONS

Alan CLAUNCH, Merced - spoke on the elections.

Darryl DAVIS, Merced - spoke on community and Police relationships.

H. CONSENT CALENDAR

Items H.3. Information Only - Merced Regional Airport Authority Meeting
Minutes of June 27, 2017; February 22, 2018; August 21, 2018; and

September 18, 2018, H.7. Acceptance of Donation of Four (4) Pet Oxygen Kits Valued at \$340.00 From Girl Scout Troop 3003, and H.14. Second Reading and Adoption of Ordinance 2496 to Amend Chapter 15.36 "Rates and Charges" for Water Service; 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

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

REPORT IN BRIEF

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

RECOMMENDATION

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

This Consent Item was approved.

H.2. **SUBJECT:** Information-Only Contracts for the Month of October, 2018

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.

This Consent Item was approved.

- H.4. **SUBJECT:** Information Only - Planning Commission Minutes of September 18 and 19, 2018

RECOMMENDATION

For information only.

This Consent Item was approved.

- H.5. **SUBJECT:** Information Only - Site Plan Commission Minutes of August 16, 2018

RECOMMENDATION

For information only.

This Consent Item was approved.

- H.6. **SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of October 1, 2018 and October 8, 2018

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic

Development/Parking Authority - Adopt a motion approving the meeting minutes of October 1, 2018 and October 8, 2018.

This Consent Item was approved.

- H.8. **SUBJECT:** Adoption of Resolution 2018-72 to Adopt the Annual Base Salary and Approve the Publically Adopted Pay Scale for the City Attorney as set forth in the City Attorney Employment Agreement as Approved by the City Council and Adoption of Resolution 2018-73 to Adopt the Annual Base Salary and Publically Adopted Pay Scale for the City Manager as set forth in the Second Amendment to the City Manager Employment Agreement as Approved by the City Council.

REPORT IN BRIEF

Considers the adoption of Resolution 2018-72 and 2018-73 to adopt

the annual base salaries and the publically adopted pay scales for the City Attorney and City Manager as set forth in the City Attorney Employment Agreement and the Second Amendment to the City Manager Employment Agreement.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2018-72**, a Resolution of the City Council of the City of Merced, California approving the annual base salary and the publically adopted pay scale for the City Attorney as established by the employment agreement for the City Attorney and as approved by the City Council; and,

B. Adopting **Resolution 2018-73**, a Resolution of the City Council of the City of Merced, California approving the annual base salary and the publically adopted pay scale for the City Manager as established by the second amendment to the employment agreement for the City Manager and as approved by the City Council; and,

C. Authorizing staff to submit the adopted Resolutions to the California Public Employees' Retirement System (CalPERS) for confirmation of annual salary amounts and pay scales.

This Consent Item was approved.

H.9.

SUBJECT: Resolution Extending the Period for Development or Disposition of Properties Transferred to the Housing Successor Agency (Housing Division) for a Period of Five (5) Years

REPORT IN BRIEF

Request that City Council approve resolution requesting an extension of a period of time for an additional five (5) years to develop or dispose of the properties transferred to the Housing Division from the former Redevelopment Agency.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2018-67**, a Resolution of the City Council of the City of Merced, California, extending the period for development or disposition of properties transferred from the former Merced Redevelopment Agency pursuant to Health and Safety Code Section 34176.1(e).

This Consent Item was approved.

H.10.

SUBJECT: Award Bid and Approve an Agreement in the Amount of \$798,955 with Avison Construction, Inc., for City Project No. 111066 for the CML-5085(029) Congestion Mitigation and Air Quality Improvement Program Westerly Bike Path Connection

REPORT IN BRIEF

Considers awarding a bid and approving an Agreement in the amount of \$798,955 with Avison Construction, Inc. for the construction of a concrete bicycle path near the intersection of Highway 59 and Buena Vista Drive and the installation of a bicycle and pedestrian bridge over Black Rascal Creek.

RECOMMENDATION

City Council - Adopt a motion:

A. Awarding a bid and approving an Agreement with Avison Construction, Inc. in the amount of \$798,955 for City Project No. 111066, the CML-5085(029) Congestion Mitigation and Air Quality (CMAQ) Westerly Bike Path Connection Project; and,

B. Authorizing the City Manager or Assistant City Manager to execute the necessary documents; and to approve change orders not to exceed \$79,895.50 (10% of the project cost.)

This Consent Item was approved.

H.11.

SUBJECT: Acceptance of Grant Funding in the Amount of \$346,000 from the California Office of Emergency Services (CAL OES) and \$105,000 in Geographic Information Systems (GIS) from the State of California for Upgrades to the City's 911 and GIS Systems

REPORT IN BRIEF

The City was recently awarded grant funds to upgrade its 911 and GIS systems. The Police Department will be using these funds to perform upgrades within the Public Safety Emergency Communications Center. These are direct funding grants, meaning that the grant funds will be held by CAL OES and the State and that all purchases will be directly funded by these agencies through a state purchasing program.

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting the California Office of Emergency Services grant funding in the amount of \$346,000.00 for 911 systems and \$105,000.00 from the State of California for GIS systems; and,

B. Approving the purchase and acceptance of items to upgrade the 911 and GIS systems through the state purchasing program.

This Consent Item was approved.

H.12.

SUBJECT: Acceptance of Department of Justice 2018 Bulletproof Vest Partnership Grant in the Amount of \$10,487.00 to Cover 50% of the Purchase Cost of New Vests

REPORT IN BRIEF

Accept grant award for reimbursement of bulletproof vest expenses.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a supplemental appropriation in the amount of \$10,487 in grant funds to account 061-1026-522.29-00 for 50% of the costs associated with the purchase of bulletproof vests; and,

B. Accepting and increasing the revenue budget in the amount of \$10,487 in account 061-1026-324.37-00 for the grant award amount; and,

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

This Consent Item was approved.

H.13.

SUBJECT: Authorization to Accept Grant Funding in the Amount of \$14,162 from the Merced County Remote Access Network Board (RAN) as Reimbursement Funding for the Purchase of a New Message Switch for Access to the California Law Enforcement Telecommunications System (CLETS)

REPORT IN BRIEF

Considers authorizing the acceptance of \$14,162 in Remote Access Network (RAN) funding from the Merced County RAN Board for the purchase of a new message switch for the City's use of the CLETS System by using pooled cash which will be reimbursed upon presentation of proof of purchase to the RAN Governing Board.

RECOMMENDATION

City Council - Adopt a motion:

A. Authorizing the acceptance of \$14,162 of grant funding from the Merced County RAN Board for the purchase of a CLETS message switch for the City's police computer system. Increase Revenue in account 001-1002-324-02-00 by \$14,162.00 and appropriate the same to expenditures account 001-1002-523-43-00; and,

B. Authorizing the use of pooled cash for the purchase of the message switch until the City receives reimbursement funds; and,

C. Authorizing the City Manager or Assistant City Manager to execute all necessary documents.

This Consent Item was approved.

H.15.

SUBJECT: Second Reading and Adoption of Ordinance 2497 to Amend Chapter 15.42.050 "Water Conservation Levels and Prohibitions"

REPORT IN BRIEF

Adoption of previously introduced Ordinance to Amend Chapter 15.42 of the Merced Municipal Code "Water Conservation Levels and Prohibitions."

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance 2497**, an Ordinance of the City Council of the City of Merced, California, amending Chapter 15.42.050, "Water Conservation Regulation," of the Merced Municipal Code.

This Consent Item was approved.

H.3.

SUBJECT: Information Only - Merced Regional Airport Authority Meeting Minutes of June 27, 2017; February 22, 2018; August 21, 2018; and September 18, 2018

RECOMMENDATION

For information only.

Council Member BELLUOMINI pulled this item to ask for clarification on changing the Airport Authority meetings to quarterly.

Director of Economic Development Frank QUINTERO explained that changing the Airport Authority meetings to quarterly to help acclimate the new Airport Manager into his new role. He also explained the Authority decided against it.

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

H.7.

**SUBJECT: Acceptance of Donation of Four (4) Pet Oxygen Kits
Valued at \$340.00 From Girl Scout Troop 3003**

REPORT IN BRIEF

Considers accepting a donation of four (4) pet oxygen kits for fire department apparatus from Girl Scout Troop 3003.

RECOMMENDATION

City Council - Adopt a motion accepting the donation of four (4) pet oxygen kits valued at \$340.00 from Girl Scout Troop 3003 for the fire department to place on fire apparatus.

Council Member PEDROZO pulled this item to allow the Girl Scout Troop 3003 to present their donation to the City of Merced Fire Department.

Mayor MURPHY presented the Girl Scout Troop 3003 with a Certificate of Recognition for their Pet Oxygen Kits.

A motion was made by Council Member Pedrozo, 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

H.14.

SUBJECT: Second Reading and Adoption of Ordinance 2496 to Amend Chapter 15.36 "Rates and Charges" for Water Service

REPORT IN BRIEF

Adoption of previously introduced Ordinance to Amend Chapter 15.36 of the Merced Municipal Code "Rates and Charges".

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance 2496**, an Ordinance of the City Council of the City of Merced, California, amending various sections of Chapter 15.36, "Rates and Charges," of the Merced Municipal Code dealing with water service.

Council Member BELLUOMINI pulled this item to state his opposition.

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

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

No: 1 - Council Member Belluomini

Absent: 0

I. PUBLIC HEARINGS

I.1.

SUBJECT: Public Hearing - Vacation No. 18-02 for the Adoption of a Resolution Ordering the Vacation of an Approximately 5.88 Acre Park Site Generally Located at the Southwest Corner of M Street and Arrow Wood Drive (Extended)

REPORT IN BRIEF

The City Council will consider approving a Resolution to order the vacation of an approximately 5.88 acre park site generally located at the southwest corner of M Street and Arrow Wood Drive.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2018-69**, a Resolution of the City Council of the City of Merced, California ordering the vacation of an approximately 5.88 acre park site generally located at the southwest corner of M Street and Arrow Wood Drive (extended) (Vacation #18-02).

Associate Planner Julie NELSON gave a slide show presentation on ordering the vacation of an approximately 5.88 acre park site.

Council Member BELLUOMINI and Ms. NELSON discussed maintaining park service and park access.

Mayor MURPHY opened the Public Hearing at 6:38 PM.

BM Engineering Consultant Rick MUMMERT spoke on the relocation of the Park.

Council Members and Mr. MUMMERT discussed the relocation of a park, the size of the park, and dual use facilities.

Alondra MORALES, Merced - spoke on parks in Southside Merced

Mayor MURPHY closed the Public Hearing at 6:50 PM.

A motion was made by Council Member Blake, seconded by Council Member Pedrozo, to adopt Resolution 2018-69. 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.2.

SUBJECT: Public Hearing - Tax Equity and Fiscal Responsibility Act (TEFRA) - Resolution Approving the Issuance of Tax Exempt Bonds for the Benefit of the Gateway Terrace II Project, Located at 13th and K Streets

REPORT IN BRIEF

Due to errors in the original published notice, a corrected notice has been published and this item will now be heard at the November 19, 2018 Council Meeting.

RECOMMENDATION

For Information Only

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

J. BUSINESS

J.1.

SUBJECT: Council Member Belluomini's Request to Discuss Police Community Relations

REPORT IN BRIEF

This item is in response to Council Member Belluomini's request to discuss police community relations pursuant to City Council Administrative Policies and Procedures C-1.

RECOMMENDATION

It is requested Council give staff direction on this item.

Council Member BELLUOMINI gave a slide show presentation on Police and Community Relations.

Isai PALMA, Merced - spoke on his support for improving police and community relations and a committee to give input to the Police Chief.

Sol RIVAS, Merced - spoke on her support for improving police and community relations.

Christina ACOSTA, Merced - spoke on her support for improving police and community relations and youth involvement in the committee input.

Victoria CASTILLO, Merced - spoke on police incidents with community members and citizen complaints.

Edward FLORES, Merced - spoke on community and faith based organizations to police relations.

Claudia GONZALEZ, Merced - spoke on improving police and community relations.

Reyna PERALTA, Merced - spoke on improving police and community relations.

Lizeth TORRES, Merced - spoke on improving police and community relations and her support for an advisory committee.

Whitney PIRTLE, Merced - spoke on using data for information and stated her support for improving police and community relations.

Alondra MORALES, Merced - spoke on her support for improving police and community relations.

Council discussed the state law policy changes, School Resource Officers, the City Council's role in policy making, and allowing the Police Chief to work on some of the issues before giving Council direction. They also discussed language in the current Police Policy, and a potential advisory

board.

Council Member BELLUOMINI made a motion to direct staff to prepare a report regarding the revisions to the Police Department procedures to conform with changes in state law in Senate Bill 1421 and Assembly Bill 748 regarding release of police records, revisions to the Police Department Citizen's Complaint Procedure and form to improve responsiveness within the limits of state law, and how additional training and an advisory board modeled on Stockton Police Department can be used to improve police community relations; to be presented at the January 21st Council Meeting.

Council discussed the motion.

Clerk's Note: Council Member BELLUOMINI'S motion failed due to a lack of a second.

A motion was made by Mayor Murphy, seconded by Council Member Pedrozo, to direct the Police Chief to give a presentation on the efforts to improve Police and Community Relations and his proposal on how to implement the new state laws and to better improve Police interaction with residents. 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

Clerk's Note: Council recessed at 8:04 PM and returned at 8:15 PM.

J.2.

SUBJECT: Update on Council Member Serratto's Request to Discuss City Council Code of Conduct Resolution (Ethics)

REPORT IN BRIEF

A subcommittee report and draft changes will be presented regarding Council Member Serratto's request to discuss a Council Code of Conduct Resolution update pursuant to City Council Administrative Policies and Procedures C-1.

RECOMMENDATION

It is requested Council give staff direction on this item.

Council Member SERRATTO gave a presentation on City Council Code of

Conduct Resolution (Ethics).

Council and City Attorney Phaedra NORTON discussed violations of the resolution.

Council Member BELLUOMINI requested language changes regarding request to speak forms and the election of chair when the Mayor and Mayor Pro Tempore are not present. He also requested a revision to the contents on the agenda, and rules of order regarding making motions.

Council discussed revising language regarding disclosing conversations with constituents.

A motion was made by Council Member Serratto, seconded by Council Member Pedrozo, to direct City Attorney Phaedra Norton to prepare an amended Resolution with the following changes: revising the communications section regarding discussions involving constituents, rules of order regarding speaker forms, and modifying the language regarding the selection of a Council Member as chair in the absence of the Mayor and Mayor Pro Tempore. 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.3. Request to Add Item to Future Agenda

No items were added.

J.4. City Council Comments

Council Member PEDROZO reported on attending the Mayor's Cup game. He also encouraged everyone to vote.

Council Member BELLUOMINI reported on attending the Merced Breakfast Lions Club Banquet.

Council Member SERRATTO encouraged everyone to vote.

Council Member MARTINEZ spoke on upcoming events in Merced and encouraged everyone to vote.

Mayor MURPHY reported on attending the Realtor Association meeting, the ribbon cutting for Cardenas Market, the Soropitimid meeting, meeting with Leadership Merced, the movie at the park event, UC Merced

Homecoming event, the Mayor's Cup game, a panel for a UC Merced class, a High Speed Rail meeting, the Police Swearing-In ceremony, the Merced Theatre Gala, the Merced Breakfast Lions Club Banquet, and reading a book to an elementary class at St. Paul's Elementary School. He also discussed the upcoming Veterans Day Parade, the Field of Honor event, and the Sharing of Harvest event.

K. ADJOURNMENT

Clerk's Note: The Regular Meeting adjourned at 8:53 PM.

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

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

No: 0

Absent: 0



ADMINISTRATIVE REPORT

Agenda Item I.6.

Meeting Date: 12/3/2018

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

SUBJECT: Approval of Professional Services Agreement with Quad Knopf, Incorporated, for Engineering Design Services in the Amount of \$115,853 for Improvements at Well Sites #1, #2, and #7 Related to Project No. 118020

REPORT IN BRIEF

Considers authorizing an agreement for professional services, including engineering design services for various improvements at three municipal well sites.

RECOMMENDATION

City Council - Adopt a motion approving an agreement for professional services with Quad Knopf, Incorporated, in the amount of \$115,853, for engineering design services for improvements at three municipal well sites; and authorizing the City Manager or Assistant City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve the agreement with Quad Knopf, Inc., 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

Well Site Improvements

The Director of Public Works has recommended the following improvements to three municipal well sites to enhance security, safety, and operational effectiveness:

Well Site #1-

- Installation of a modular office building with meeting/training room and restroom facilities;
- Replacement of a sub-grade vault's metal stairs for safety;
- Installation of metal awnings over select vehicles/materials to provide protection from the elements.

Well Site #2-

- Replace the existing chain-link fence with cinderblock wall and anti-climb pale fencing and gates for security;
- Installation of asphalt paving and valley gutters for storm water management;
- Installation of material storage bins (asphalt, road base fill, sand).

Well Site #7-

- Replace the existing chain-link fence with cinderblock wall and anti-climb pale fencing and gates for security;
- Installation of asphalt paving and valley gutters for storm water management;
- Installation of material storage bins (asphalt, road base fill, sand).

Request-for-Proposals

Staff solicited proposals to obtain the services of a consulting firm with an appropriately licensed civil engineer. Two companies submitted proposals as of the suspense date. An evaluation committee was convened consisting of Public Works Department Water and Engineering staff members. Each member rated the proposals by granting up to 100 points on criteria including, but not limited to: staff qualifications, technical experience, technical approach, and completeness. Shown below are the proposals' combined scores out of a maximum of 300 total points possible:

Quad Knopf, Inc., Merced, California	269
Cal Mill Engineering and Project Management, Turlock, California	208

The evaluators selected Quad Knopf, Inc. as the superior proposal. Their contract under consideration includes:

- Performing a topographic survey of the three well sites;
- Preparing preliminary design plans for the above proposed improvements;
- Preparation of Plans, Specifications, and Engineer's Cost Opinion for the improvements;
- Performing bidding and construction oversight management.

The Quad Knopf, Inc. fee proposal for completing the above tasks is for the not-to-exceed sum of \$115,853. Staff will request authorization from the City Council at a future date to award the improvements' construction contract.

IMPACT ON CITY RESOURCES

This project was established as a Capital Improvement Project and account 557-1106-637.65-00-118020 contains sufficient funding to complete the project.

ATTACHMENTS

1. Well Site 1 Aerial Photograph
2. Well Site 2 Aerial Photograph
3. Well Site 7 Aerial Photograph
4. Contract
5. Map



FIGURE 2 - WELL SITE 1



FIGURE 3 - WELL SITE 2



FIGURE 4 - WELL SITE 7

**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 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Quad Knopf, Inc., a California Corporation, whose address of record is 2816 Park Avenue, Merced, California 95348, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to construct improvements at three municipal well sites; and,

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

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

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the engineering design 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 "B" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

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

invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of One Hundred Fifteen Thousand Eight Hundred Fifty-Three Dollars (\$115,853.00).

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

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

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

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

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

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

9. INDEMNITY. To the fullest extent permitted by law (including, 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.

b. General Liability.

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

c. Automobile Insurance.

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

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

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

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

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

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

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

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

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

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

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

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

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

in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

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

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

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

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

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

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

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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: Kelly Fincher 10-30-18
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
QUAD KNOFF, INC.,
A California Corporation

BY: Ronald J. Watter
(Signature)

Ronald J. Watter
(Typed Name)

Its: CEO
(Title)

BY: Janel Freeman
(Signature)

Janel Freeman
(Typed Name)

Its: CFD
(Title)

Taxpayer I.D. No. 94-2228472

ADDRESS: P.O. Box 3699
Visalia, CA 93278

TELEPHONE: 559-733-0440

FAX: 559-733-7821

E-MAIL: janel.freeman@QKINC.COM

Proposal - City of Merced

Engineering Design Services for Improvements at Municipal Well Sites #1, #2, and #7



Previous Experience and Expertise

QK (formerly Quad Knopf), a California Corporation, has a diverse staff of 110 employees in six offices – Merced, Fresno, Visalia, Porterville, Bakersfield, and Roseville. QK's Merced office has a total of 14 employees.

QK is built on five distinct areas of expertise that work together to make the built environment possible. We have the industry's most creative professionals in:

- **Engineering Design & Construction Mgmt.**
- **Survey & GIS**
- Urban Design & Landscape Architecture
- Biology & Environmental Permitting
- Planning

In 2014, Quad Knopf combined resources with long-time teaming partner Fremming, Parson & Pecchenino (FP&P), a well-known and respected civil engineering and land surveying firm in Merced County and the Central Valley. The merger enabled both firms to expand their geographic presence, and provide enhanced specialized environmental, planning, construction support and GIS services to FP&P clients, while strengthening QK's water resources, surveying and civil engineering services.

The QK professionals selected for this project have extensive experience in providing engineering design services and construction support for drinking water facilities to public agencies. The Merced staff specifically have decades of experience with drinking water wells, storage tanks, pump stations, consolidation projects, water treatment, distribution system analysis and design, capacity studies, and water system master plans.

Qualifications of Subcontractors



HCS Engineering, Inc. **Electrical Engineering**

HCS ENGINEERING, INC. is an Electrical Engineering Consulting firm that has provided services to the heart of the Central Valley of California for the last 49 years. The firm has been in business since January 1969, when Hugh Charles Smith "HCS" opened the business in Stockton, California.

HCS Engineering, Inc. is dedicated to providing clients with outstanding electrical engineering consulting services. Since its formation, the firm has provided responsible services to Architects, Civil Engineers, Businesses, Industry, Schools, Healthcare and Government.

HCS Engineering, Inc. designs electrical systems to suit client needs within the economic constraints set forth by them and complete their projects in a timely and competent manner.

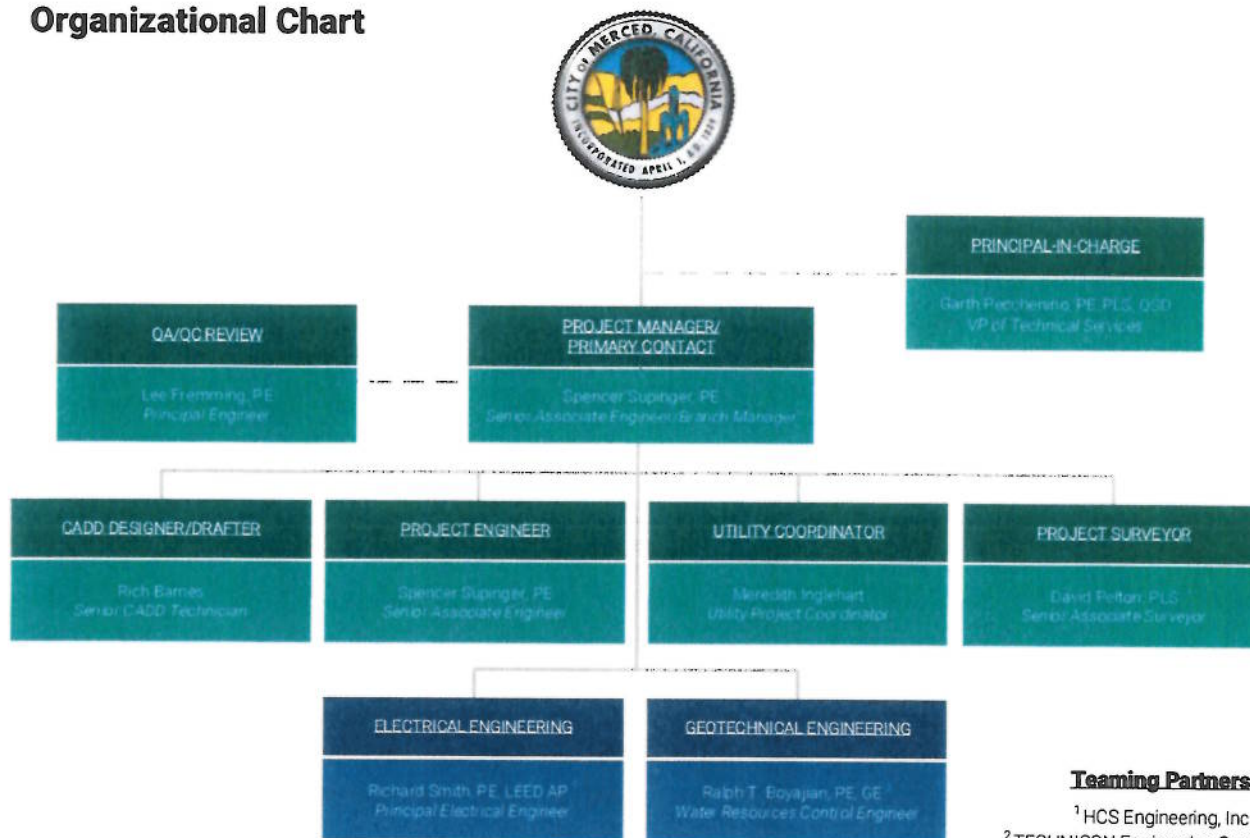
HCS Engineering, Inc. strives to produce the best balance of electrical design functionality, cost efficient schemes, and meet the highest green building and performance standards.

**TECHNICON Engineering Services, Inc.**
Geotechnical Engineering

TECHNICON is a geotechnical, environmental and materials testing engineering consulting firm established in March, 1989, in Fresno, CA by principals Darren G. Williams and Kent S. Baucher. A California corporation and certified California Small Business Enterprise, the firm maintains offices in Fresno, Atwater, and Visalia, California, and DSA LEA program approved testing laboratories in Fresno. Currently, the company is made up of 53 full- and part-time technical and administrative staff, including geotechnical and civil engineers; geologists; environmental specialists; steel and concrete special inspectors, and soils and concrete technicians.

TECHNICON's highly trained staff have extensive experience with expansive clays, collapsible soils, and slope stability, clay liners and shallow groundwater. TECHNICON's staff of field technicians are thoroughly trained in all aspects of earthwork construction and evaluations of field conditions related to our geotechnical studies. The scope of field and laboratory services for each project is customized to meet the needs of the client. Studies range from non-complex soils analysis reports to extensive geotechnical investigations and seismic analyses including liquefaction, seismic site response and maximum and probable earthquakes.

TECHNICON takes great care in the preparation of complete, clear, and concise reports that offer practical and cost-effective conclusions and recommendations. Recommendations are conceived after a thorough assessment of all site conditions and factors. Each detailed report includes a comprehensive evaluation of subsurface conditions at the project site to provide geotechnical engineering design parameters and recommendations for use in building and pavement design and preparation of construction specifications.

Organizational Chart**Teaming Partners:**¹ HCS Engineering, Inc.² TECHNICON Engineering Services, Inc.



Proposed Scope of Work

Scope of Work

Task 1 Evaluate Site Conditions

Task 1.1 – Obtain Information and Coordinate with the City

The design team would first meet with City staff and visit each of the well sites to confirm general site conditions and the proposed scope of work. A topographic survey of each of the well sites would be completed and the information converted to a CADD drawing to be used as the basis of the proposed improvements. After performing initial utility research of the project areas, QK would coordinate with and contract with a local contractor to pothole and confirm location and depth of existing utilities. The collected information would be shown on the topographic map and will be considered during development of the project plans and specifications. QK would also work with a geotechnical engineer to provide soil fill and grading recommendations for the site.

Please note that all survey work would be performed by or under the supervision of a California licensed Professional Land Surveyor and the appropriate seals and signatures will appear on the final bid plans.

Task 1.2 – Prepare Preliminary Design Report

The next task would include a summary of the site research and discussions with the City. It would include a list of the proposed improvements and any special design considerations or limitations that have been identified. The report would also include preliminary plans for the three well sites and a proposed schedule and cost estimate for the project. It will also outline any identified requirements for storm water management, air pollution control, regulatory permitting, demolition, or disposal of special waste. A draft report would be submitted to the City for review and a final draft issued after all City comments are addressed.

Deliverables: Draft Preliminary Design Report, Final Preliminary Design Report

Task 2 Prepare Plans and Specifications for Construction

Based on the proposed project and recommendations outlined in the approved Preliminary Design Report, QK will produce 60%, 90%, 100%, and final construction plans and specifications with the opportunity between versions to discuss with City staff the design intent and to resolve any issues or concerns. Construction drawings would include a topographic survey, demolition plan, site plan, utility plan & profiles (if warranted), grading plan, Storm Water Pollution Prevention Plan (SWPPP), construction details, and the appropriate electrical drawings to support the project.

Written technical specifications describing the work, materials, and applicable standards, including a list of bid items and their quantities shall be delivered to the City to include in the bid documents. Prior to bidding, the design engineer will use historical data on other recent public works projects and will communicate with local contractors and suppliers to generate an engineer's estimate of the construction costs for the project. It is understood that the City will provide their own front-end boiler plate documents.

Please note that all civil design work would be performed by or under the supervision of a California licensed Professional Civil Engineer. The appropriate seals and signatures will appear on the final bid plans and technical specifications.

Deliverables: 60%, 90%, 100% & Final Plans, Specifications, and Construction Cost Estimate for Project



Task 3 Project Bidding Services

Due to the project using public funds, the award of the construction contract will need to go through the public bidding process. The design engineer and other staff will provide support during the bid phase including creation of the pre-bid meeting agenda, attendance at the pre-bid meeting, response to questions and preparation of addenda, evaluation of the bid results and bidder documentation, and recommendation for contract award.

Deliverables: Pre-Bid Meeting Agenda, Bidding Addenda, Summary of Bid Results, Recommendation of Award

Task 4 Project Construction Services

Once the project has been awarded, a pre-construction meeting will be held to discuss the project, contract terms, the contractor's schedule, payment methods, and any other items as needed prior to construction. During construction, the design engineer will review all material submittals, respond to requests for information (RFIs), review change orders, review material testing results, review pay requests, perform periodic site visits to observe site conditions, construction methods, and progress and attend start-up sessions with contractor and equipment installers.

Deliverables: Responses to RFIs, Reviewed Submittals, Construction Observation Reports

Task 5 Project Closeout Services

Upon completion of the project, the design engineer will reconcile records with the Contractor to generate record as-built drawings of the improvements. The record drawings will be circulated to all parties for review before they are stamped and signed by the design engineer and provided to the City.

Deliverables: Final Punchlist, As-Built Drawings

Project Task/Constraints Beyond Consultant's Control

It is assumed that the City will be handling the following items, or they will be completed by others:

- CEQA compliance
- SWPPP reporting, monitoring, & registration on SMARTS
- Front end bidding documents and advertisement
- Permits & permit fees
- Labor compliance & registration with DIR website

It should be noted that we have qualified professionals that can help with all the above items and can be negotiated at a later time, if needed.

Other Services

Construction staking may be required for the project and can be added to our scope at a later time. It is also something that can be included in the construction budget, with the contractor supplying their own construction staking for the project.

Progress Payments

Progress payments, upon invoice, will be made monthly based on actual hours worked applied to the agreed-upon rates of compensation. QK's invoices shall identify hours worked by date for each named individual staff member, and include backup for all non-labor charges. QK must also identify any reimbursable expenses, and any necessary services outside the Scope of Work shall be identified and quantified.



Schedule

Improvements at Municipal Well Sites #1, #2, and #7		
Task No.	Task	Duration (Calendar Days)
Pre-Task	City Council Approval of Contract & Notice to Proceed	1 day
Task 1.0	EVALUATE SITE CONDITIONS	
Task 1.1	Obtain Information and Coordinate with the City	
	Initial Site Visit & Meeting with City	1 day
	Topographic Survey	2 days
	CADD Drafting	12 days
	Utility Research/Potholing	12 days
Task 1.2	Obtain Information and Coordinate with the City	
	Engineering & Analysis	9 days
	Report Text	9 days
	Preliminary Plans & Cost Estimate	16 days
	Construction Schedule	9 days
Task 2.0	PREPARE PLANS AND SEPCIFICATIONS FOR CONSTRUCTION	
	60% Plans, Specifications, and Cost Estimate	16 days
	90% Plans, Specifications, and Cost Estimate	3 days
	100% Plans, Specifications, and Cost Estimate	3 days
	Final Bid Plans, Specifications, and Cost Estimate	3 days
Task 3.0	PROJECT BIDDING SERVICES	
	Bidding Assistance & Addenda	28 days
	Prebid Meeting Agenda and Attendance	1 day
	Bid Review and Award Recommendation	8 days
	Construction Contract Award	1 day
Task 4.0	PROJECT CONSTRUCTION SERVICES	
	Pre-Construction Meeting	1 day
	Submittal Review	17 days
	Issue Notice to Proceed	1 day
	Review/Respond to RFIs, Change Orders, & Progress Payments	129 days
	Resident Project Representative Site Visits	129 days
Task 5.0	PROJECT CLOSEOUT SERVICES	
	Final Punchlist Site Walk	1 day
	As-Built Drawings	11 days

FEE PROPOSAL AND BUDGET - revised 9/25/18

Municipal Well Sites #1, #2, and #7

City of Merced

Task Description	Personnel Hours										Budget						
	Principal Engineer	Sr. Associate Engineer	Assistant Engineer	Senior CADD Technician	Surveyor	1-Person Survey Crew	Total Hours	TOTAL LABOR	Subconsultant	Subconsultant Markup 15%	Miscellaneous Expenses	Travel Expenses	Mileage	TOTAL NON-LABOR EXPENSES	TOTALS		
Labor Rates																	
Task 1.0 – Evaluate Site Conditions 1.1 - Obtain Information and Coordinate with the City Initial Site Visit & Meeting with City Topographic Survey CADD Drafting Utility Research Potholing + Subcontractor Subconsultants 1.2 - Prepare Preliminary Engineering Report Engineering & Analysis Report Text Preliminary Plans CADD Drafting Exhibits Construction Schedule Cost Estimate QA/QC Project Management Requirements	2.0	2.0	2.0				6.0	\$930.00	-	-			-	\$0.00	\$930.00		
		2.0			4.0	24.0	30.0	\$4,776.00	-	-			-	\$0.00	\$4,776.00		
		2.0	20.0	4.0			26.0	\$3,020.00	-	-			-	\$0.00	\$3,020.00		
		8.0	2.0			8.0	10.0	\$1,468.00	-	-			-	\$0.00	\$1,468.00		
		8.0	2.0				18.0	\$2,748.00	\$18,000.00	\$2,700.00			-	\$20,700.00	\$23,448.00		
		1.0	1.0				2.0	\$266.00	\$20,000.00	\$3,000.00			-	\$23,000.00	\$23,266.00		
		8.0	10.0				18.0	\$2,348.00	-	-	\$40.00		-	\$0.00	\$2,348.00		
		8.0	12.0				20.0	\$2,568.00	-	-			-	\$40.00	\$2,608.00		
		14.0	14.0				28.0	\$3,724.00	-	-			-	\$0.00	\$3,724.00		
		4.0	12.0	6.0			22.0	\$2,706.00	-	-			-	\$0.00	\$2,706.00		
		2.0	3.0				5.0	\$642.00	-	-			-	\$0.00	\$642.00		
		4.0	3.0				7.0	\$954.00	-	-			-	\$0.00	\$954.00		
		6.0	3.0	3.0			12.0	\$1,992.00	-	-			-	\$0.00	\$1,992.00		
Subtotals								\$29,072.00	\$38,000.00	\$5,700.00	\$40.00	\$0.00	\$0.00	\$43,740.00	\$72,812.00		
Task 2.0 – Prepare Plans & Specifications for Construction 60% Plans, Specifications, and Cost Estimate 90% Plans, Specifications, and Cost Estimate 100% Plans, Specifications, and Cost Estimate Final Bid Plans, Specifications, and Cost Estimate Meetings with City QA/QC Subconsultants	18.0	18.0	2.0				38.0	\$5,042.00	-	-	\$40.00		-	\$40.00	\$5,082.00		
	10.0	10.0	2.0				22.0	\$2,914.00	-	-	\$40.00		-	\$40.00	\$2,954.00		
	10.0	10.0	2.0				22.0	\$2,914.00	-	-	\$40.00		-	\$40.00	\$2,954.00		
	6.0	6.0	2.0				14.0	\$1,850.00	-	-	\$40.00		-	\$40.00	\$1,890.00		
	2.0	6.0	6.0				14.0	\$1,994.00	-	-			-	\$0.00	\$1,994.00		
	12.0	5.0	5.0				22.0	\$3,718.00	-	-			-	\$0.00	\$3,718.00		
	2.0	2.0	2.0				4.0	\$532.00	\$2,000.00	\$300.00			-	\$2,300.00	\$2,832.00		
	Subtotals								\$18,964.00	\$2,000.00	\$300.00	\$160.00	\$0.00	\$0.00	\$2,460.00	\$21,424.00	
	Task 3.0 – Project Bidding Services Bidding Assistance Prebid Meeting Agenda and Attendance Bidding Addenda Bid Review and Award Recommendation Subconsultants	4.0	4.0					8.0	\$1,064.00	-	-			-	\$0.00	\$1,064.00	
		2.0	4.0					6.0	\$752.00	-	-			-	\$0.00	\$752.00	
		4.0	4.0					8.0	\$1,064.00	-	-			-	\$0.00	\$1,064.00	
		2.0	2.0					4.0	\$532.00	-	-			-	\$0.00	\$532.00	
		Subtotals								\$0.00	\$450.00	\$68.00	\$0.00	\$0.00	\$518.00	\$518.00	
Subtotals								\$3,412.00	\$450.00	\$68.00	\$0.00	\$0.00	\$518.00	\$3,930.00			
Task 4.0 - Project Construction Services Submittal Review Review Progress Payments Respond to RFIs, Change Orders & Claims Resident Project Representative Site Visits Subconsultants		8.0	10.0					18.0	\$2,348.00	-	-			-	\$0.00	\$2,348.00	
		4.0						4.0	\$624.00	-	-			-	\$0.00	\$624.00	
		12.0	8.0					20.0	\$2,752.00	-	-			-	\$0.00	\$2,752.00	
		16.0	12.0					28.0	\$3,816.00	-	-			\$193.00	\$193.00	\$4,009.00	
		2.0						2.0	\$312.00	\$1,800.00	\$270.00			-	\$2,070.00	\$2,382.00	
		Subtotals								\$9,852.00	\$1,800.00	\$270.00	\$0.00	\$0.00	\$193.00	\$12,115.00	
		Task 5.0 - Project Closeout Services As-Built Drawings Final Punchlist Site Walk Project Closeout Subconsultants	2.0	10.0	2.0		6.0		20.0	\$2,626.00	-	-	\$40.00		-	\$40.00	\$2,666.00
	4.0		4.0					8.0	\$1,064.00	-	-			-	\$0.00	\$1,064.00	
	4.0							5.0	\$823.00	-	-			-	\$0.00	\$823.00	
	1.0							1.0	\$156.00	\$750.00	\$113.00			-	\$863.00	\$1,019.00	
	Subtotals								\$4,669.00	\$750.00	\$113.00	\$40.00	\$0.00	\$0.00	\$903.00	\$5,572.00	
	TOTALS								\$65,969.00	\$43,000.00	\$6,451.00	\$240.00	\$0.00	\$193.00	\$49,884.00	\$115,853.00	



2018 Charge Rate Schedule

Technical Services

Project Assistant	\$66 /hour
Project Administrator	\$88 /hour
Assistant CADD Technician/Designer /GIS Technician	\$83 /hour
Associate CADD Technician/Designer /GIS Analyst	\$97 /hour
Senior Associate CADD Technician/Designer/ GIS Analyst	\$112 /hour
Senior CADD Technician/Designer /GIS Analyst	\$127 /hour

Professional Services

Engineering

Assistant Engineer	\$110 /hour
Associate Engineer	\$133 /hour
Senior Associate Engineer	\$156 /hour
Senior Engineer	\$180 /hour
Principal Engineer	\$199 /hour

Planning/Environmental/Landscape Architecture

Assistant Planner/Environmental Scientist	\$77 /hour
Associate Planner/Environmental Scientist	\$97 /hour
Senior Associate Planner/Environmental Scientist	\$121 /hour
Senior Planner/Environmental Scientist/Landscape Architect	\$142 /hour
Principal Planner/Environmental Scientist	\$157 /hour
Senior Principal Planner/Environmental Scientist	\$187 /hour

Construction and Project Management

Field Construction Observer	\$99 /hour
Associate Field Construction Observer	\$118 /hour
Senior Field Construction Observer	\$138 /hour
Assistant Construction Manager	\$110 /hour
Associate Construction Manager	\$129 /hour
Project Manager	\$133 /hour
Senior Associate Construction/Project Manager	\$148 /hour
Senior Construction/Project Manager	\$165 /hour
Principal Project Manager	\$180 /hour

Surveying

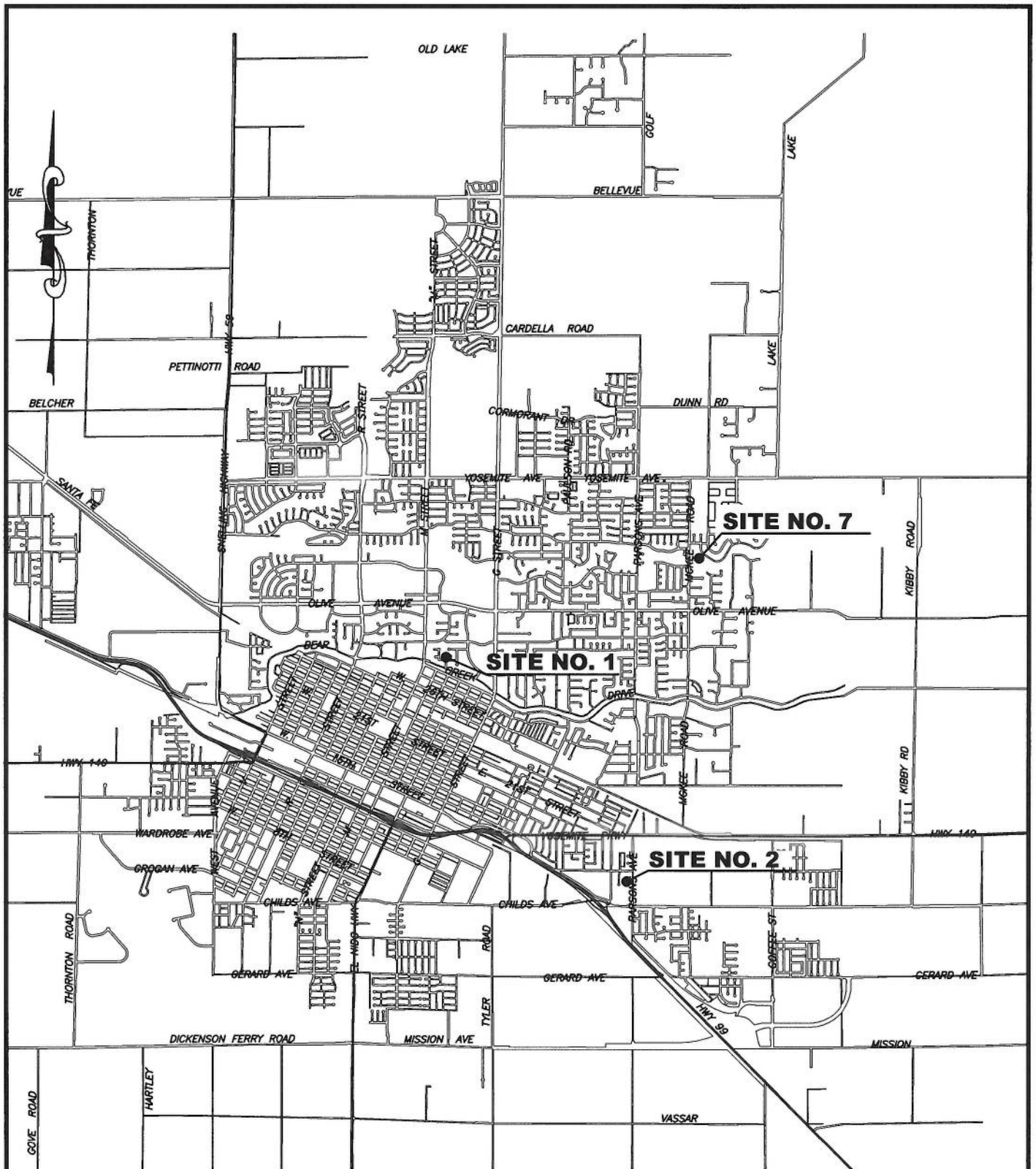
Assistant Surveyor	\$97 /hour
Associate Surveyor	\$110 /hour
Senior Associate Surveyor	\$133 /hour
Senior Surveyor	\$156 /hour
One-Person Survey Crew	\$121 /hour
Two-Person Survey Crew	\$198 /hour
Three-Person Survey Crew	\$240 /hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

Expenses:

Plotting, In-house Printing and Reproduction, Equipment Rentals, Laboratory Analyses	1.15 x Cost
Transportation and per diem	1.15 x Cost
Mileage	\$0.63/mile
Off-road vehicles	\$50.00/day
Communication expenses (telephone, parcel post, etc.)	1.15 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2018. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.



SCALE: 1" = 1 mi.



City of Merced
"Gateway to Yosemite"

PUBLIC WORKS DEPT.
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

CITY OF MERCED PRODUCTION WELLS Figure 1 - Vicinity Map

DR. BY: JDA
DATE: 3/22/18
CH. BY:
DATE:
File No.
SCALE: AS SHOWN



ADMINISTRATIVE REPORT

Agenda Item I.7.

Meeting Date: 12/3/2018

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

SUBJECT: Adoption of Resolution Approving the City's 2018 Biennial Review and Revisions to the Conflict of Interest Code

REPORT IN BRIEF

Considers adopting a Resolution with amendments to the City's Conflict of Interest Code, as required by the Political Reform Act.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2018-80**, a Resolution of the City Council of the City of Merced, California, re-adopting the City's Conflict of Interest Code and rescinding Resolution No. 2016-55.

ALTERNATIVES

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

AUTHORITY

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

CITY COUNCIL PRIORITIES

As provided for in the 2018-19 Adopted Budget.

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 purpose of the review is to determine whether the Code remains accurate or, alternatively, whether the Code should be amended.

Staff review of the Conflict of Interest Code for the City Council has been completed by the City Clerk's, Support Services and City Attorney's Offices. The FPPC has concluded that Section 87309 (c) of the Act prohibits a code reviewing body to require disclosure of interests which may not foreseeably be affected materially by decisions made or participated in by designated employees. The City Attorney's Office created additional disclosure categories and assigned each position to a category according to the specific duties and decisions that each position makes or participates in the 2016 review. Those categories remain the same.

The proposed changes in the attached revision accurately reflect the changes in personnel positions and division movement that occurred from 2016-2018.

The Conflict of Interest Code for the City Council was adopted by Resolution 1976-178, with subsequent amendments, Resolutions 2006-116, 2008-69, 2010-83, 2012-73, 2014-41, and 2016-55.

IMPACT ON CITY RESOURCES

No impact on resources at this time.

ATTACHMENTS

1. Resolution 2018-80

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA, RE-
ADOPTING THE CITY'S CONFLICT OF
INTEREST CODE AND RESCINDING
RESOLUTION NO. 2016-55**

WHEREAS, the Merced City Council previously adopted Resolution No. 2016-55, adopting the model Conflict of Interest Code set forth in Section 18730 of the California Code of Regulations; and

WHEREAS, the City Council desires to add positions that must be designated; revise the titles of existing positions; revise the disclosure categories of existing positions; and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.

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

SECTION 1. Any resolutions in conflict with this Resolution are hereby rescinded and repealed.

SECTION 2. CONFLICT OF INTEREST CODE - ADOPTED. The Political Reform Act, Government Code Section 81000, *et seq.*, requires State and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, that contains the terms of a standard Conflict of Interest Code, and may be incorporated by reference in an agency's code. The standard Conflict of Interest Code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and along with the attached Appendices, designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of the City of Merced.

SECTION 3. CONFLICT OF INTEREST CODE - STATEMENTS. Individuals holding the designated positions outlined in Appendix B shall file their statements with the Assistant City Clerk, who shall be and perform the duties of

filing officer for the City of Merced. Statements will be available for inspection and reproduction pursuant to Government Code Section 81008.

SECTION 4. SAVINGS CLAUSE. Any change provided for in this Conflict of Interest Code shall not affect or excuse any offense or act committed or done or omission or any penalty or forfeiture incurred or accruing under any other Conflict of Interest Code; nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered in connection with any other Conflict of Interest Code.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the _____ day of _____, 2018, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVE AS TO FORM:

BY: Vilij C. Turner 11-16-18
City Attorney Date

**CITY OF MERCED
CONFLICT OF INTEREST CODE
APPENDIX “A”**

Definitions:

1. “Public Official” means a member, officer, employee, or consultant of a state or local government agency. The term “public official” also includes individuals who perform the same or substantially the same duties as an individual holding an office or a position listed in Government Code Section 87200, including “other public officials who manage public investments” as that term is defined in 2 California Code of Regulations Section 18700.3.

2. “Member” shall include, but not be limited to, salaried or unsalaried members of boards or commissions with decision-making authority. A board or commission possess decision-making authority whenever:

- (A) It may make a final governmental decision;
- (B) It may compel a governmental decision, or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto which may not be overridden; or,
- (C) It makes substantive recommendations, which are, and over an extended period of time have been, regularly approved without significant amendment or modification by another public official or governmental agency.

3. “Disclosure Categories” means the financial interest of designated City employees as set forth below:

Category 1: **Full Disclosure.** All interests in real property as well as investments, business positions, sources of income, and gifts from any source in, or doing business in, the jurisdiction of the City, and all other interests, which are subject to the regulation or supervision of the City.

Category 2: **Real Property.** All interests in real property located within the City. Investments, business positions in business entities, income, and gifts from sources in, or doing business within the City which:

1. Are of the type which engages in the appraisal, acquisition, disposal, development of real property, or rehabilitation or construction of improvements on real property including architects, contractors, and subcontractors.
2. Are of the type which provides services, supplies, materials, machinery, or equipment of any type utilized by the City Department to which the designated employee is assigned.
3. Are of the type which is subject to the regulation or supervision of the City.

Category 3: **Business/Investments**. Investments, business positions in business entities, income, and gifts from sources in, or doing business within the City which:

1. Are of the type which engages in the appraisal, acquisition, disposal, development of real property, or rehabilitation or construction of improvements on real property including architects, contractors, and subcontractors.
2. Are of the type which provides services, supplies, materials, machinery, or equipment of any type utilized by the City Department to which the designated employee is assigned.
3. Are the type which is subject to the regulation or supervision by the City Department of the designated employee.

Category 4: **Consultants**. The Assistant City Clerk, after consultation with the City Attorney, shall designate the disclosure category for each consultant subject to this Code.

4. “Designated Employee” is an officer, employee, member, or consultant set forth on Appendix B of an agency whose position is designated in the code because the position entails the making or participation in the making of governmental decisions which may foreseeable have a material effect on any financial interest. (*Government Code Section 82019*)

(A) *Making* a governmental decision means the person:

1. Votes on a matter;
2. Appoints a person;
3. Obligates or commits his or her agency to any course of action; or,
4. Enters into any contractual agreement on behalf of his or her agency.

(B) *Participating in the making of a decision*, means the person:

1. Negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; or,
2. Advises or makes recommendations to the decision-maker by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the employee and the employee is attempting to influence the decision.

(C) The term “designated employee” does not include:

- Public officials specified in Government Code Section 87200:
 Planning Commissioners
 City Council Members
 Mayors
 City Managers
 City Attorneys
 City Treasurers
 Other city, county and local agency public officials who manage public investments
- Solely clerical, ministerial or manual positions
- Unsalaries members of boards or commissions, which are solely advisory

5. “Consultant” means an individual whom, pursuant to a contract with the City of Merced:

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule, or regulation;
 2. Adopt or enforce a law;
 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
 4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract, which requires agency approval;
 5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
 6. Grant agency approval to a plan, design, report, study, or similar item;
 7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency or for any subdivision thereof; or,
- (B) Serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

The City Manager or his designee may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and thus is not required to submit a Statement of Economic Interest. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager or his designee's determination is a public record and shall be retained for public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**CITY OF MERCED
CONFLICT OF INTEREST CODE
APPENDIX “B”**

The following is a listing of those designated individuals who are required to submit Statements of Economic Interests:

Public Officials:

Mayor/Chairperson
City Council Member /Public Financing and Economic Development Authority
Member/Flood Hazard Control Board Member/Merced Industrial
Development Authority Member/Parking Authority Member
City Manager/Executive Director/City Clerk
City Attorney/ General Counsel/Authority General Counsel
Finance Officer
Planning Commissioner

Members:

City Council Boards:

City Council
Parking Authority
Flood Hazard Control Board
Public Financing and Economic Development Authority
Merced Industrial Development Authority

Disclosure Category

All Boards and Commissions
are Merced Category 1 Filers.

Citizen Commissions, Committees, and Boards:

Arts and Culture Advisory Commission
Bicycle Advisory Commission
Building and Housing Board of Appeals
Disaster Council
Economic Development Advisory Committee
Measure C – Citizens Oversight Committee
Minor Subdivision Committee
Personnel Board
Planning Commission
Recreation and Parks Commission
Regional Airport Authority

Designated Employees:

Department	Position	Disclosure Category
City Manager	Assistant City Manager	1
	Assistant to the City Manager	1
	Assistant City Clerk	1
	Deputy City Clerk	3
City Attorney	Chief Deputy City Attorney	1
	Senior Deputy City Attorney	1
	Deputy City Attorney	1
Development Services	Director of Development Services	1
	Chief Building Official/Construction Project Official	1
<i>Planning:</i>	Planning Manager	1
	Principal Planner	1
	Associate Planner	1
	Planner	1
<i>Inspection Services:</i>	Chief Building Official	1
	Assistant Chief Building Official	1
	Building Inspector I/II/III	1
	Plans Examiner	2
	Engineering Technician I-IV (Inspection Services Only)	2
<i>Housing:</i>	Housing Finance Specialist	1
	Housing Program Supervisor	1

Department	Position	Disclosure Category
Economic Development	Director of Economic Development	1
	Development Associate	1
<i>Airport</i>	Airport Manager	1
Finance	Deputy Finance Officer	1
	Purchasing Supervisor	3
	Accountant III	3
	Payroll Coordinator	3
Fire	Fire Chief	1
	Fire Marshall	1
	Fire Deputy Chief	1
	Fire Battalion Chief	1
	Fire Captain	1
	Fire Inspector	1
Information Technology	Director of Information Technology	1
	Information Technology Manager	3
	Systems Engineer I/II/III	3
Police	Police Chief	1
	Police Captain	1
	Police Lieutenant	1
	Police Sergeant	1
	Community Service Officer	1
	Management Analyst	1
Parks and Community Services	Director of Parks and Community Services	1
	Recreation Manager	1
	Recreation Supervisor	3

Department	Position	Disclosure Category
Public Works	Director of Public Works	1
	Deputy Director of Public Works	1
	Public Works Manager – Operations	1
	Public Works Manager – Tax Services	2
	Public Works Manager – Water	2
	Public Works Manager – Wastewater	2
	WWTP Maintenance Supervisor	3
	WWTP Operations Supervisor	3
	Public Works Supervisor – Facilities	3
	Public Works Supervisor – Fleet	3
	Public Works Supervisor – Main Sewers/Storm Drains	3
	Public Works Supervisor – Parks/Trees	3
	Public Works Supervisor – Solid Waste	3
	Public Works Supervisor – Streets	3
	Public Works Supervisor – Water	3
	Public Works Supervisor – Lab\Environmental Control	3
	Environmental Control Supervisor	3
	GIS Coordinator	1
	Recycling Coordinator	1

Department	Position	Disclosure Category
<i>Engineering:</i>	Water Conservationist Specialist	1
	Management Analyst	1
	City Engineer	1
	Assistant Engineer	1
	Senior Engineer	1
	Associate Engineer	1
	Principal Architect	1
	Environmental Project Manager	1
	Engineering Technician I-IV	2
	Land Engineer	2
Support Services	Director of Support Services	1
	Insurance Coordinator	3
	Personnel Coordinator	3
Consultants	Plan Check Consultants	2
	Contract Employees	4
	Designated Consultants	4

**CITY OF MERCED
CONFLICT OF INTEREST CODE
APPENDIX “C”**

Individuals holding designated positions must report their interest according to the following disclosure categories:

Category 1: **Full Disclosure.** All interests in real property as well as investments, business positions, sources of income, and gifts from any source in, or doing business in, the jurisdiction of the City, and all other interests, which are subject to the regulation or supervision of the City.

Category 2: **Real Property.** All interests in real property located within the City. Investments, business positions in business entities, income, and gifts from sources in, or doing business within the City which:

1. Are of the type which engages in the appraisal, acquisition, disposal, development of real property, or rehabilitation or construction of improvements on real property including architects, contractors, and subcontractors.
2. Are of the type which provides services, supplies, materials, machinery, or equipment of any type utilized by the City Department to which the designated employee is assigned.
3. Are of the type which is subject to the regulation or supervision of the City.

Category 3: **Business/Investments.** Investments, business positions in business entities, income, and gifts from sources in, or doing business within the City which:

1. Are of the type which engages in the appraisal, acquisition, disposal, development of real property, or rehabilitation or construction of improvements on real property including architects, contractors, and subcontractors.

2. Are of the type which provides services, supplies, materials, machinery, or equipment of any type utilized by the City Department to which the designated employee is assigned.

3. Are the type which is subject to the regulation or supervision by the City Department of the designated employee.

Category 4: **Consultants**. The Assistant City Clerk, after consultation with the City Attorney, shall designate the disclosure category for each consultant subject to this Code.



ADMINISTRATIVE REPORT

Agenda Item I.8.

Meeting Date: 12/3/2018

Report Prepared by: Frank Quintero, Director of Economic Development

SUBJECT: Authorization to Alternatively Pursue a Purchase and Sale Agreement with Valley Children's Healthcare Regarding the Former Police Station Site

REPORT IN BRIEF

Staff is requesting Council authority to negotiate a purchase and sale agreement with Valley Children's Healthcare rather than an exclusive negotiation agreement.

RECOMMENDATION

City Council - Adopt a motion authorizing staff to negotiate a purchase and sale agreement with Valley Children's Healthcare rather than an exclusive negotiation agreement for the former Police Headquarters site; and directing staff to return the purchase and sale agreement to the City Council for consideration.

ALTERNATIVES

1. Approve as recommended by staff; or
2. Direct staff to pursue only an exclusive negotiation agreement with Valley Children's Healthcare as authorized on October 15, 2018; or,
3. Approve, subject to conditions as specified by the City Council; or,
4. Deny the request; or,
5. Refer back to staff for reconsideration of specific items as requested by the Council; or
6. Defer action until a specified date

AUTHORITY

Charter of the City of Merced, Section 200. Merced Municipal Code section 13.38.040.

CITY COUNCIL PRIORITIES

City of Merced Adopted Budget Fiscal Year 2018-2019, Section 10 - Public Safety, Police, Police Headquarters - "In accordance with Council Goals & Priorities concerning Future Planning, the Merced Police Department will continue to work closely with City staff to compose an accurate needs assessment and ideas for possible funding options for the construction of a new Police Headquarters."

DISCUSSION

On October 15, 2018, the City Council awarded the Former Police Headquarters Site Development Opportunity to Valley Children's Healthcare (VCH) for the construction of a 40,000 square-foot medical center. Council also authorized staff to pursue an Exclusive Negotiation Agreement with

VCH.

After the City Council meeting, staff met with VCH representatives to review and discuss transaction terms, due diligence periods, and entitlement and building permit processes. Given the studies that may be required as part of the project and length of time to enter into contracts, start, and complete the studies, VCH staff felt it would be more prudent to negotiate terms for a Purchase and Sale Agreement rather than an Exclusive Negotiation Agreement.

On May 15, 2017, the City Council adopted Resolution No. 2017-31 declaring the former Police Headquarters site a surplus property, and directed staff to market the property for sale. The tool used by staff to offer the property for sale was a Request for Proposal subject to the selected development proposal. Should the City Council agree to authorize staff to negotiate a Purchase and Sale Agreement with VCH, the approval would be consistent with the previous Council actions to dispose the surplus property.

If approved, staff will proceed with a Letter of Intent to VCH leading to a Purchase and Sale Agreement. The negotiated Agreement would be brought to the City Council for consideration.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENT

1. EXCERPT Admin Report - Item J.3



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item J.3.

Meeting Date: 10/15/2018

Report Prepared by: Frank Quintero, Director of Economic Development

SUBJECT: Authority to Pursue an Exclusive Negotiation Agreement Regarding the Former Police Headquarters Site

REPORT IN BRIEF

Staff is requesting authority from the City Council to begin discussions with Valley Children's Healthcare for an Exclusive Negotiation Agreement regarding the former Police Headquarters Site.

RECOMMENDATION

City Council - Adopt a motion authorizing staff to pursue an Exclusive Negotiation Agreement with Valley Children's Healthcare for the former Police Headquarters Site; and, directing staff to return the Exclusive Negotiation Agreement to the City Council for consideration.

ALTERNATIVES

1. Authorize staff to pursue an Exclusive Negotiation Agreement with Valley Children's Hospital as recommended by staff; or,
2. Direct staff to pursue an Exclusive Negotiation Agreement with True North Properties for a hotel and restaurant; or,
3. Direct staff to re-issue a Request for Proposal for the Former Police Headquarters Site; or,
4. Refer to staff for consideration of specific items (specific items to be addressed in the motion); or
5. Continue to a future meeting (date and time to be specified in the motion); or,
6. Deny

AUTHORITY

Merced City Charter, Section 200

CITY COUNCIL PRIORITIES

City of Merced Adopted Budget Fiscal Year 2018-2019, Section 10 - Public Safety, Police, Police Headquarters - "In accordance with Council Goals & Priorities concerning Future Planning, the Merced Police Department will continue to work closely with City staff to compose an accurate needs assessment and ideas for possible funding options for the construction of a new Police Headquarters."

DISCUSSION

On September 10, 2018, staff issued a Request for Proposal soliciting development proposals for the former 4.54-acre Police Headquarters site located on the northwest corner of Yosemite Avenue and Mansionette Drive (ATTACHMENTS 1 and 2). The proposals were due on September 21, 2018.

With 15 persons expressing interest in receiving the RFP for the development opportunity, staff received two proposals. Valley Children's Healthcare proposes to develop a medical center on the subject site, and the True North Properties proposes to develop a hotel and restaurant on the subject site.

Evaluation Committee

Staff formed an internal Evaluation Committee consisting of Assistant City Manager Stephanie Dietz, Finance Officer Venus Rodriguez, and Director of Economic Development Frank Quintero. The Committee unanimously agreed that the proposal from Valley Children's Healthcare would best suit the City of Merced because of its uniqueness, opportunity to serve as a draw to the community, and the area's need for advanced medical care.

The Evaluation Committee is requesting the City Council authorize staff to pursue an Exclusive Negotiation Agreement with Valley Children's Healthcare.

The Request for Proposal

Key components of the Request for Proposal (RFP) focused on the developer's ability to deliver a quality, well designed, and planned project. The proposed development should be consistent with the land use designation of neighborhood commercial, and would be unique, or different, for the community, and complement the surrounding land uses. The minimum bid considered for the subject site, \$1,980,000.00.

Other information asked for through the RFP included information about the development team members, relevant project experience, ability to pay for the property, and economic data such as building value and jobs. The RFP calls out that the selected respondent and the City would make best efforts to negotiate an Exclusive Negotiation Agreement (ENA), 60-days from selection. Should the top proposer and City not agree on terms for an ENA, the City retains the right to end discussions with the top respondent, and may pursue an ENA with next best proposer.

Proposal - Valley Children's Healthcare

To expand services in Merced, Valley Children's Healthcare proposes to develop a pediatric primary and specialty care medical office building on the Former Police Headquarters Site. Valley Children's pediatricians and pediatric specialists would be the occupants of the medical office building. The first phase of the building may consist of 15,000 to 20,000 square feet. They anticipate that demand for pediatric services in Merced could grow to require a 40,000-square-foot medical office at full build-out.

Over the past three years, Valley Children's has envisioned and executed three similar projects around the Valley. In July 2018, VCH opened an 18,716-square-foot medical office building in Clovis. On October 1, 2018, VCH opened a new 51,517-square-foot medical office building in Bakersfield. A 40,243-square-foot medical office building in Modesto is slated to open in February 2019. The Merced medical office building will be similar in design concept to the Clovis location (ATTACHMENT 3).

Other proposed project information (estimated):

Land Price: Valley Children's offering price is \$1,980,000 for the site, all cash at close of escrow. In addition, VCH is offering five percent above another third party's bona fide offer in excess of \$1,980,000 for the site.

Project Value: \$20 to \$30 million at full build-out.

Job Creation: 50 to 60 full-time equivalent employees at full build-out

Salary and Benefits: \$4 million to \$5 million at full-build out

Property Taxes: VCH is a tax-exempt organization

Sales Taxes: Medical services provided by VCH are not subject to sales taxes

Valley Children's Healthcare anticipates that the City of Merced will receive financial benefit from the families who visit the medical offices. At full build-out, VCH estimates serving 12,000 patients from outside Merced.

Proposal - True North Properties

True North Properties (TNP) believes there is a need for a new, high quality extended-stay style hotel in the subject area since all the existing hotels are oriented to State Route 99. The proposer feels the subject site is an ideal location for a 3-4 story hotel that will encompass approximately 2.5 acres of the site (ATTACHMENT 4 - Example projects included). The hotel use may require a General Plan Amendment since the proposed land use is not allowed in the neighborhood commercial land use designation.

The 3-story hotel will encompass approximately 2.5-acres leaving approximately 2-acres for a sit down restaurant or multi-tenant retail building. True North Properties has not had time to market the property, but they do have some specific tenant(s) that would be well suited for the remainder of the property.

True North Properties intends to market and design both the former Police HQ Site and the Wathen property into one integrated project. The Wathen family members, who currently own the adjacent 22-acres, will remain partners in both the future 22-acre development, and possibly the former Police HQ Site.

Since the City acquired the subject property from the Wathen Family with the purpose of constructing a Police Headquarters, True North Properties believes there are benefits to combining the two properties into a single integrated development. Benefits for integrating the two sites include supporting architectural styles, landscaping, complimentary uses, marketing efforts, and consistent on-going management.

Other proposed project information (estimated):

Land Price: True North Properties proposes a purchase price of \$2,000,000 subject to obtaining a General Plan Amendment and other entitlements.

Project Value: \$15 to \$18 million at full build-out.

Job Creation: Subject to the brand of hotel selected and commercial uses

Salary and Benefits: Subject to the brand of hotel selected and commercial uses

Property Taxes: Subject to the brand of hotel selected and commercial uses

Sales Taxes: Subject to the brand of hotel selected and commercial uses

Staff understands that hotel corporations and commercial establishments have different building, machinery, equipment, operation, and employee requirements. With this in mind staff appreciates that some data could not provide as part of the proposal. The hotel developer listed as a partner in True North Properties' proposal is The Hotel Group. The company has relationships with Marriott, Hilton, Hyatt and other national brands. True North Properties re-used a former bank building in Merced at the southwest corner of R Street and W. Olive Avenue, and has connections with major commercial users.

Property History

The subject site, 4.54-acre Former Police HQ Site, was acquired from the Estate of Spaulding Wathen on March 1, 2010 for \$1,090,135.00. As the Great Recession took its toll on construction in Merced, the City did not collect sufficient development fees to start build on the subject site. The City Council re-considered the Police Headquarters project, and concluded the site was not the optimal location to serve the community as a whole. Council directed staff to find another location for the Police HQ Project.

The former Merced Sun Star site was acquired as the new Police HQ site, and staff started the process to meet the Surplus Land Act offering required public entities the property for affordable housing projects or park purposes. The City did not receive correspondence requesting acquisition of the parcel.

Staff retained the subject site with the thought that the asset could be included as part of a funding or construction transaction such as a Public Private Partnership (P3). Although a P3 remains an option to complete the Police HQ Project, staff concluded that the economic conditions best supported the sale of the subject site and using the proceeds as capital to advance the Police HQ Project.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Subject Site Map
2. Surrounding Land Uses
3. VCH Site Plans and Elevations
4. True North Site Plan, Elevations & Example Projects

ATTACHMENT 1

SUBJECT SITE
+/- 4.54 acres

MAISONNETTE DR

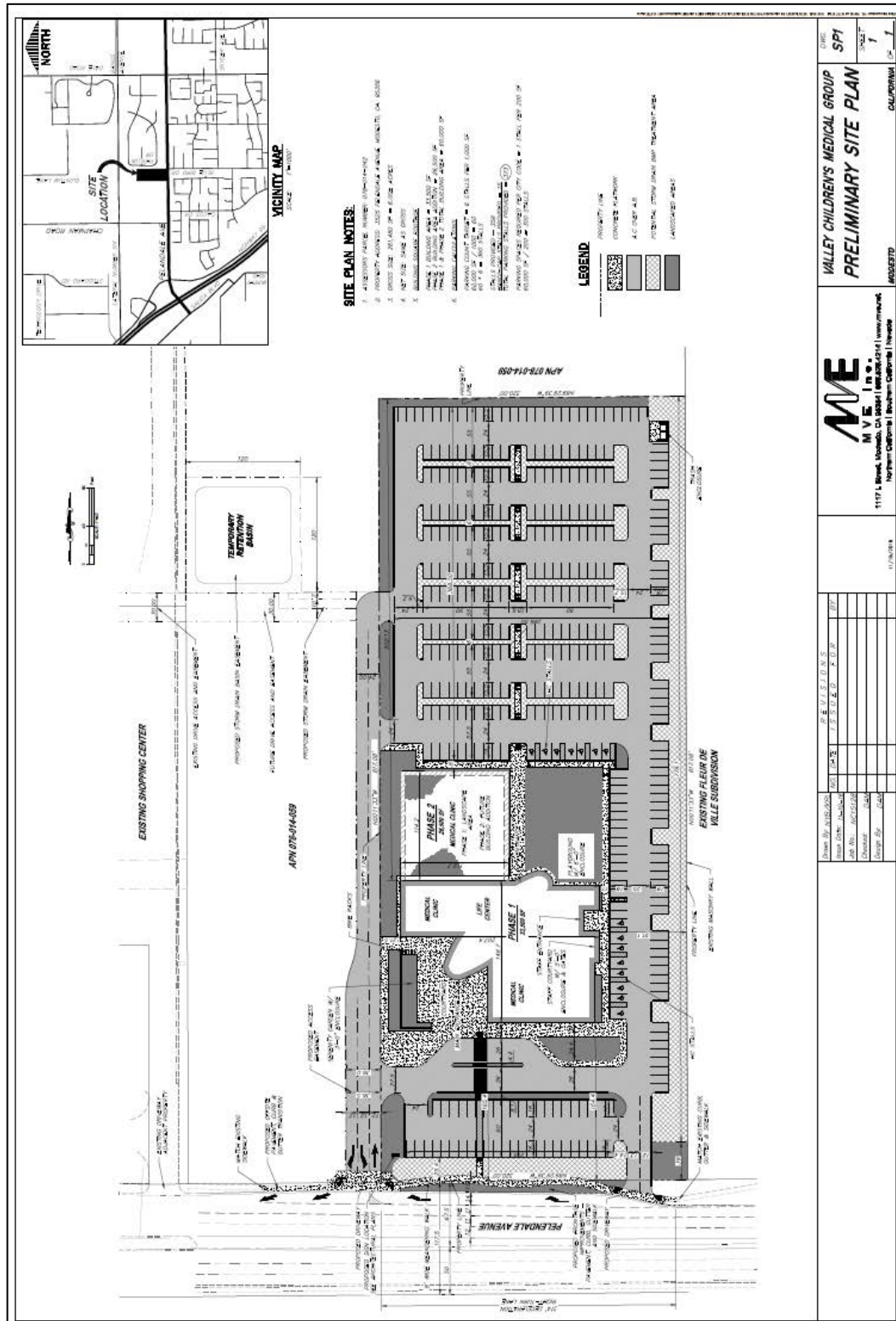
YOSEMITE AVE

City of Merced
Former Police HQ Site
APN 231-040-021

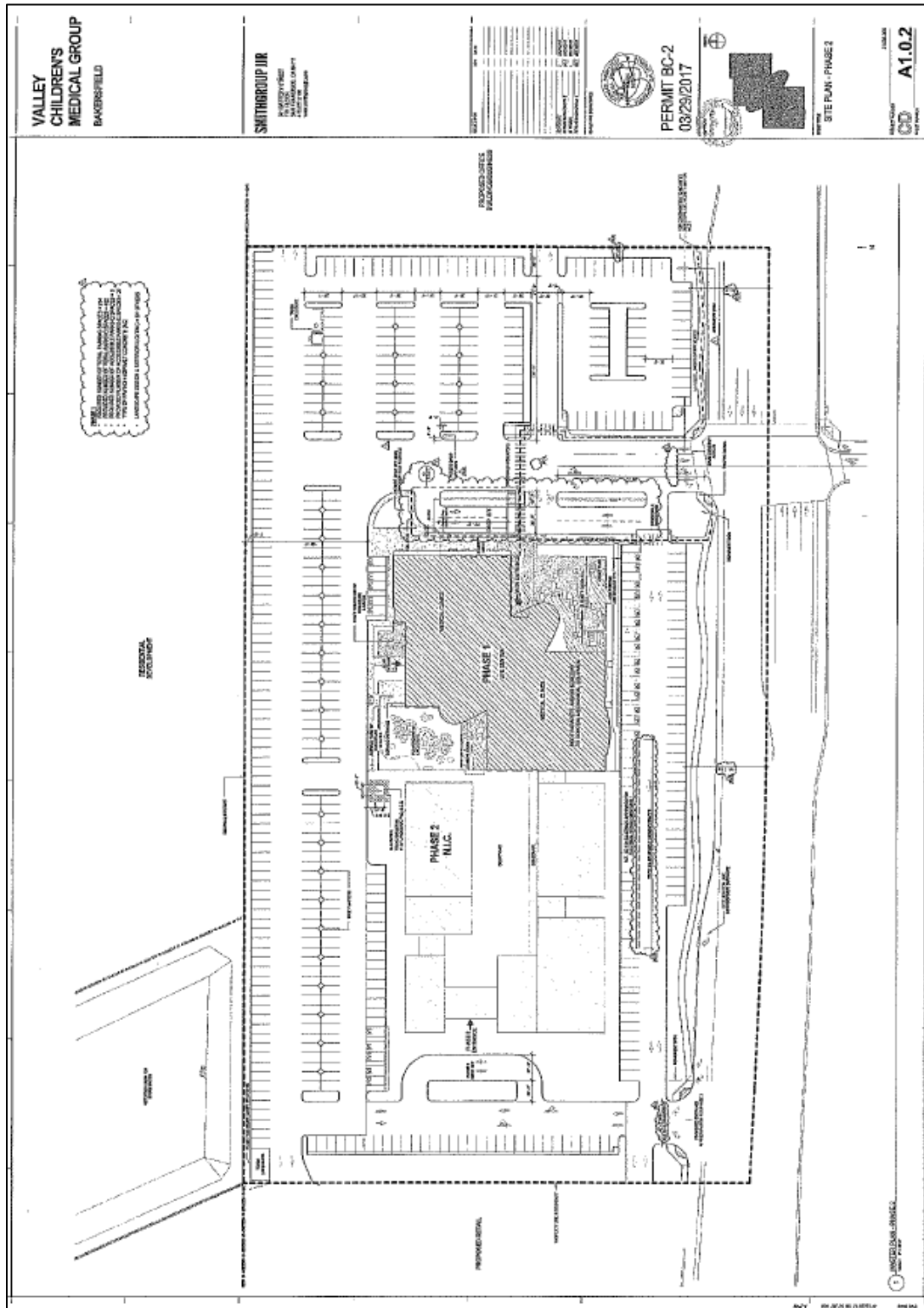




Modesto Site Plan



Bakersfield Site Plan

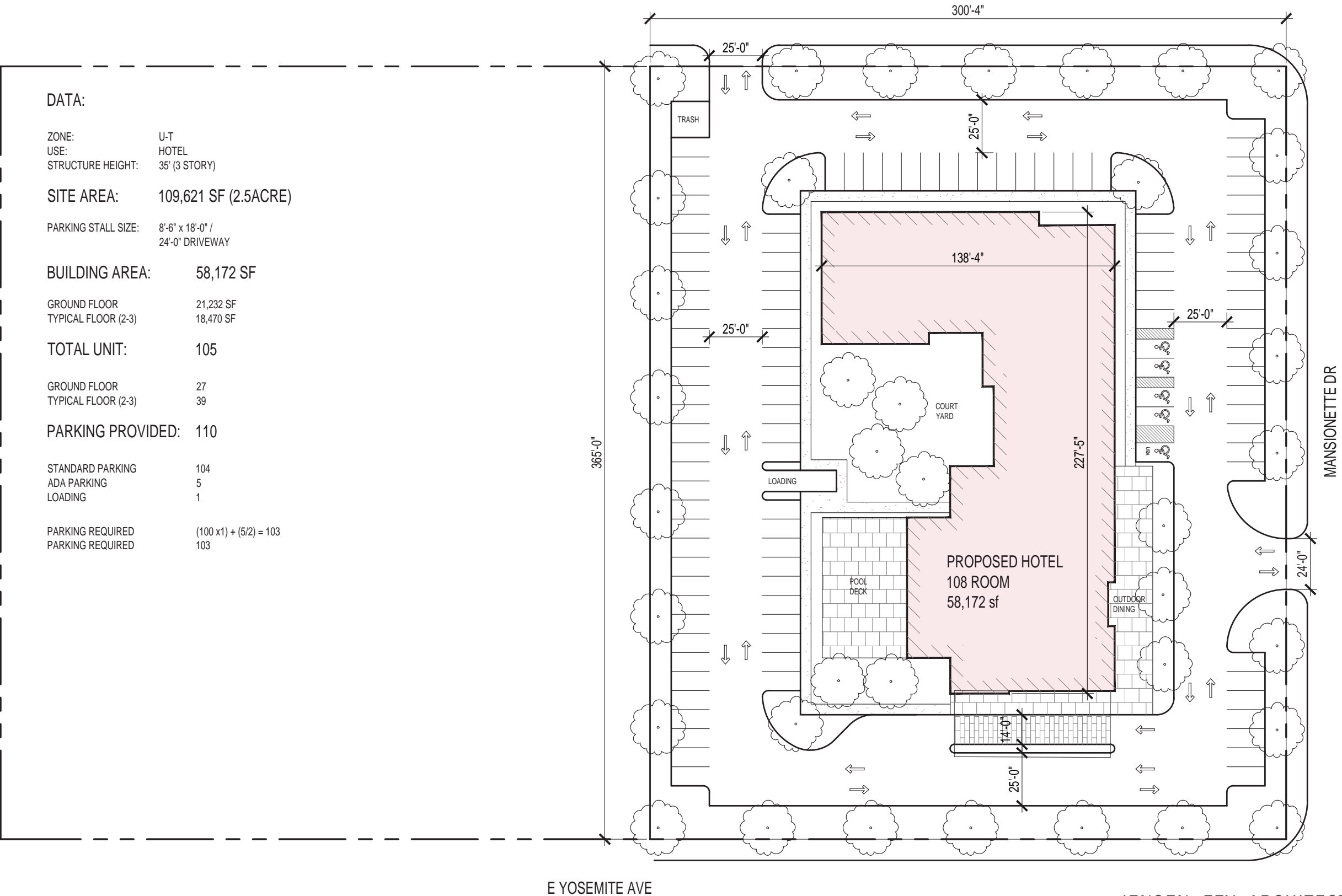


VALLEY CHILDREN'S HEALTHCARE
SAMPLE ELEVATIONS
CLOVIS, MODESTO, AND BAKERSFIELD PROJECTS



Bakersfield Medical Office Building







WEST ELEVATION nts



EAST ELEVATION nts



SOUTH ELEVATION nts

NORTH ELEVATION nts

JENSEN FEY ARCHITECTS
7730 LEARY WAY NE REDMOND, WA 98052
www.jensenfey.com

9.20.2018

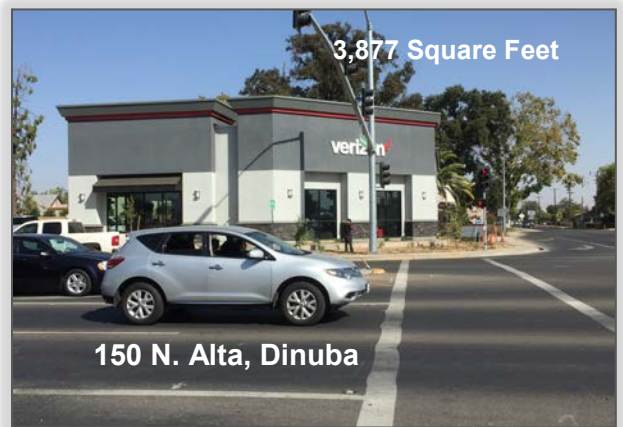


MERCED, CA

HIGH-IDENTITY COMMERCIAL/OFFICE



RETAIL



SINGLE-TENANT BUILD-TO-SUIT WESTERN DENTAL PROJECTS

In addition to a long-standing brokerage relationship that has resulted in over 80 lease transactions, we have constructed 18 free-standing, build-to-suit facilities.

1524 Richland, Ceres



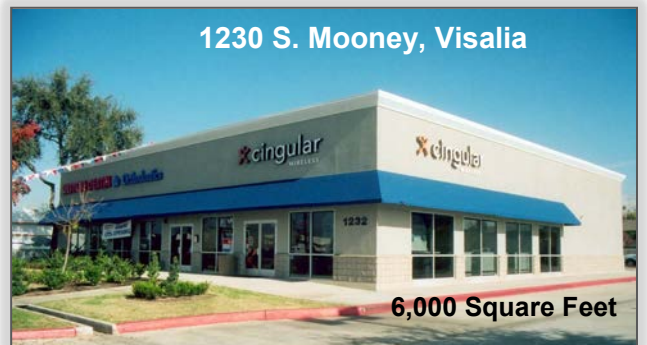
285 E. El Monte Way, Dinuba



4195 E. Shields, Fresno



1230 S. Mooney, Visalia



320 Cherokee Lane, Lodi



210 N. 11th, Hanford



1100 E. Gateway Drive, Madera



5501 Stockton Blvd, Sacramento

