



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

Tuesday, January 22, 2019

6:00 PM

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

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

NOTICE TO PUBLIC

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

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

PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK

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

INDIVIDUALS WITH DISABILITIES

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

A. CLOSED SESSION ROLL CALL

B. CLOSED SESSION

- B.1.** [19-040](#) **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.2.** [19-041](#) **SUBJECT:** CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Property: City of Merced Property Mansionette Drive and Yosemite Avenue, Merced, CA APN 231-040-021; Agency Negotiator: Frank

Quintero, Director, Economic Development; Negotiating Parties:
Jessie Hudgins and Ted Waldron Representing Valley Children's
Hospital and City of Merced and; Under Negotiation: Price and Terms
of Payment

- B.3.** [19-044](#) **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED
LITIGATION Significant Exposure to Litigation pursuant to Government
Code section 54956.9(d)(2): (1) case

C. CALL TO ORDER

C.1. Invocation - David Sherrill, Merced Cowboy Church

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

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

E. REPORT OUT OF CLOSED SESSION

F. WRITTEN PETITIONS AND COMMUNICATIONS

G. ORAL COMMUNICATIONS

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

H. CONSENT CALENDAR

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

- H.1.** [18-633](#) **SUBJECT:** Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

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

RECOMMENDATION

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

H.2. [19-020](#)

SUBJECT: Information Only - Traffic Committee Meeting Minutes of September 11, 2018

RECOMMENDATION

For information only.

H.3. [19-018](#)

SUBJECT: Information Only - Recreation & Parks Commission Minutes of July 23, 2018, August 27, 2018, and September 24, 2018.

RECOMMENDATION

For information only.

H.4. [19-043](#)

SUBJECT: Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of December 17, 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 December 17, 2018.

H.5. [19-017](#)

SUBJECT: Approval of a Professional Service Agreement with LPA, Inc. in the Amount of \$165,850 for a Needs Assessment of the Future Police Headquarters Facility (Project #116040) and a Transfer of Funds in the Amount of \$165,850 to Support the Agreement

REPORT IN BRIEF

Approval of a professional service agreement with LPA, Inc. in the amount of \$165,850 for a Needs Assessment of the Future Police Headquarters

facility and transfers a total of \$165,850 in funds to support the agreement.

RECOMMENDATION

City Council - Adopt a Motion:

A. Approving a transfer of \$82,925 from Fund 047 - Facilities-Police and a transfer of \$82,925 from Fund 057 Facilities-Police (Developer) and appropriate the same to Project 116040 (Fund 449-1001-627-65-00) Police Headquarters #2; and,

B. Approving Professional Services Agreement with LPA, Inc. in the amount of \$165,850; and,

C. Authorizing the City Manager or Assistant City Manager to execute the necessary document.

H.6. [19-025](#)

SUBJECT: Approval of Three-Year Lease Agreement with Seth Rossow for 24.5 Acres Located at Mission Avenue and Tyler Road (CP-42) in the Amount of \$730.00 Per Year

REPORT IN BRIEF

Considers approving a three-year lease agreement with Seth Rossow for 24.5 acres located at Mission Avenue and Tyler Road (CP-42) for \$730.00 per year.

RECOMMENDATION

City Council - Adopt a motion approving the lease agreement with Seth Rossow; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

H.7. [18-658](#)

SUBJECT: Approval of First Amendment to the Agreement for Legal Services With Sloan, Sakai, Yeung & Wong, LLP for the Not to Exceed Amount of \$85,000

REPORT IN BRIEF

Considers approving a first amendment to agreement for legal services with Sloan, Sakai, Yeung & Wong, LLP for the not to exceed amount of \$85,000.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the first amendment to the agreement for legal services with

Sloan, Sakai, Yeung, & Wong, LLP; and,

B. Authorizing the City Manager or Assistant City Manager to execute the agreement and any necessary documents; and,

C. Authorizing the Finance Officer to make any necessary budget adjustments.

H.8. [18-662](#)

SUBJECT: Approval of the Creation of a Capital Improvement Project for Main Street from M Street to N Street to Include Pavement Reconstruction and Storm Drain Line Improvements

REPORT IN BRIEF

Considers approving the creation of a new Capital Improvement Project on Main Street from M Street to N Street to include pavement reconstruction and storm drain line improvements. It is estimated that the improvements will cost approximately \$300,000 and anticipated that the improvements will be paid for with Measure V funds.

RECOMMENDATION

City Council - Adopt a motion authorizing staff to create a Capital Improvement Project for Main Street from M Street to N Street to include pavement reconstruction and storm drain line improvements.

H.9. [18-663](#)

SUBJECT: Ratification of Grant Application for Three Congestion Mitigation and Air Quality Improvement Program Projects for a Total Amount of \$1,661,529.27

REPORT IN BRIEF

Ratify grant application for three (3) Congestion Mitigation and Air Quality Improvement Program (CMAQ) projects at various locations within the City limits of Merced for a total amount of \$1,661,529.27.

RECOMMENDATION

City Council - Adopt a motion ratifying the grant application for three Congestion Mitigation and Air Quality Improvement Program (CMAQ) projects grants at various locations within the City.

H.10. [18-657](#)

SUBJECT: Award of Bid and Approval of Agreement with FBD Vanguard Construction in the Amount of \$331,434.65 for City Project No. 118028 - CDBG John Muir Sidewalks on 25th Street, from I to K Streets

REPORT IN BRIEF

Considers awarding a bid and approving an agreement in the amount of \$331,434.65 with FBD Vanguard Construction for the Community Development Block Grant (CDBG) John Muir Sidewalks on 25th Street, from I to K Streets.

RECOMMENDATION

City Council - Adopt a motion:

- A. Awarding a bid and approving an agreement with FBD Vanguard Construction in the amount of \$331,434.65 for the Community Development Block Grant (CDBG) John Muir Sidewalks on 25th Street, from I to K Streets, Project No. 118028; and,
- B. Approving change orders not to exceed \$33,143.47 (10% of the project cost); and,
- C. Authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

I. REPORTS

I.1. [19-022](#)

SUBJECT: Policy Direction Regarding Parking and Owner Occupancy Requirements for Accessory Dwelling Units

REPORT IN BRIEF

The City Council will be asked to provide further policy direction regarding parking and occupancy requirements for accessory dwelling units (ADU's) in preparation for amendments to the Zoning Ordinance to meet recent State law changes.

RECOMMENDATION

The City Council should provide policy direction to staff regarding parking and owner occupancy requirements for accessory dwelling units.

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: 1/22/2019

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

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ADMINISTRATIVE REPORT

Agenda Item B.2.

Meeting Date: 1/22/2019

SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Property: City of Merced Property Mansionette Drive and Yosemite Avenue, Merced, CA APN 231-040-021; Agency Negotiator: Frank Quintero, Director, Economic Development; Negotiating Parties: Jessie Hudgins and Ted Waldron Representing Valley Children's Hospital and City of Merced and; Under Negotiation: Price and Terms of Payment



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ADMINISTRATIVE REPORT

Agenda Item B.3.

Meeting Date: 1/22/2019

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



CITY OF MERCED

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ADMINISTRATIVE REPORT

Agenda Item H.1.

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SUBJECT: Reading by Title of All Ordinances and Resolutions

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RECOMMENDATION

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CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item H.2.

Meeting Date: 1/22/2019

Report Prepared by: Nancy Lee, Secretary II, Engineering Division

SUBJECT: Information Only - Traffic Committee Meeting Minutes of September 11, 2018

RECOMMENDATION

For information only.

ATTACHMENTS

1. TC Minutes of September 11, 2018

TRAFFIC COMMITTEE

MINUTES

September 11, 2018

A. CALL TO ORDER

The meeting was called to order at 2:00 p.m.

B. ROLL CALL

Present: Chairperson: Steven Son, City Engineer

Committee Members: Michael Hren, Planning Manager Designee
Juan Olmos, Director of Public Works Designee
Craig McKeeman, Police Chief Proxy Designee

Absent: Michael Wilkinson, Fire Chief

Other: Lt. Alan Ward, Police Department

C. ORAL COMMUNICATIONS

None.

D. CONSENT CALENDAR

1. Traffic Committee Minutes of July 10, 2018

RECOMMENDATION:

Approve and file.

Clerk's Note: Committee Members and proxy designees who were present at the July meeting were not present at the September meeting to make a quorum to approve the Minutes of July 10, 2018. The Minutes will be forwarded to the November meeting for approval.

E. REPORTS

1. Committee Member Reports

None.

F. BUSINESS

1. Request #18-009 – Re-Evaluation of Posted Speed Limit and Pedestrian Safety on E. Olive Avenue at College Avenue (Sheryl Klein)

(Citizen requests an evaluation of the posted and effective speed limit on E. Olive Ave. near College Avenue and determine what measures can be achieved to promote pedestrian safety. This item was previously heard at the July 10, 2018, Traffic Committee Meeting.)

SHERYL KLEIN was present at the meeting. Ms. KLEIN indicated that recently a woman in a wheelchair was traveling to a shopping center nearby and was hit and killed by a vehicle. Ms. KLEIN informed she would like to see the intersection made safer for pedestrians.

Chairperson SON specified that installing a pedestrian crosswalk near College Avenue would not be beneficial. He also stated that since G Street is close in proximity, mid-block crossing is not allowed, and that installing a crosswalk would only create a false sense of security for pedestrians.

MOTION: To deny.

COUNCIL ACTION REQUIRED: None at this time.

Son Moved, Hren Seconded

Vote: 4-0

Voting Aye: Steven Son, Michael Hren, Juan Olmos, Craig McKeeman

Absent: Michael Wilkinson

2. Request #18-013 – Re-Address Painting of Red Curb on Kelly Avenue, Between Baker Drive to Hwy 140, to Allow Enough Lane Space for Traffic Traveling in Opposite Directions (Corey Plagenza)

(City Traffic Signal/Lighting Technician Corey Plagenza is requesting the

curb along Kelly Ave, between Baker Drive and Hwy 140, be painted red because vehicles parked along the curb does not leave enough space for traffic, causing vehicles to cross centerline. This item was previously heard at the July 10, 2018, Traffic Committee Meeting.)

Chairperson SON stated that he would meet with Public Works Supervisor Juan Olmos on this matter.

MOTION: To delay the item to the next meeting in November.

COUNCIL ACTION REQUIRED: None at this time.

Steven Son Moved, Juan Olmos Seconded

Vote: 4-0

Voting Aye: Steven Son, Michael Hren, Juan Olmos, Craig McKeeman

Absent: Michael Wilkinson

3. Request #18-015 – Request to Replace the 30-Minute Green Parking Space to Disabled Parking on Main Street, Between Martin Luther King, Jr. and N Street (Annisssa Fragoso)
(Citizen requests replacing the 30-minute timed parking to disabled parking to accommodate disabled persons.)

ANNISSA FRAGOSO was present at the meeting to express that there are not enough storefront handicap parking spaces located on Main Street. Ms. FRAGOSO suggested replacing the 30-minute parking signs with handicap parking.

Chairperson SON responded that the installation of any handicap curb parking would require ADA compliance. The cost of constructing a handicap curb parking would cost anywhere from \$40,000 to \$70,000.

After a virtual map review of handicap parking stalls in the vicinity, Mr. SON determined that a field inspection is necessary to form a rational decision.

MOTION: To delay the item to the next meeting in November.

COUNCIL ACTION REQUIRED: None at this time.

Steven Son Moved, Michael Hren Seconded

Vote: 4-0

Voting Aye: Steven Son, Michael Hren, Juan Olmos, Craig McKeeman

Absent: Michael Wilkinson

4. Request #18-016 – Request for Intersection of 21st & K Street be Reinstated to 4-Way Stop (Wayne Eisenhart)
(Citizen requests the intersection of 21st & K Street be reinstated to a 4-way stop to assist students walking to John Muir Elementary School and to reduce vehicle accidents. Citizen request crosswalks be added as well.)

WAYNE EISENHART communicated that a 4-way stop intersection existed in the past and it worked. Mr. EISENHART indicated when the 4-way stop switched over to a 2-way stop, vehicle accidents occurred more frequently.

VICKY EISENHART added that she offers free books to children at her home and often sees children without their parents. Ms. EISENHART expressed having a 4-way stop would ensure the safe travel of neighborhood children.

Committee Member HREN proposed the use of school crossing guards for children at certain areas.

DIANE GUDD, a representative of the Downtown Neighborhood Association; MARY NEWMAN; and SUSAN AMUSSEN were all present at the meeting in support of the 4-way stop intersection.

Chairperson SON instructed that there are strict guidelines when it comes to installing traffic signs, specifically stop signs. Installing a 4-way stop intersection would require a comprehensive traffic study.

Mr. SON recommended that Mr. EISENHART and his support group allow the new speed limits to take effect to see if there are any improvements. He asked Mr. EISENHART to re-submit the item in six months if he deems necessary.

MOTION: To delay the item to six-months if necessary (March 2019 Traffic Committee Meeting).

COUNCIL ACTION REQUIRED: None at this time.

Steven Son Moved, Michael Hren Seconded

Vote: 4-0

Voting Aye: Steven Son, Michael Hren, Juan Olmos, Craig McKeeman

Absent: Michael Wilkinson

5. Request #18-017 – Request for Left-Turn Arrow, Northbound on M Street - Between Collins Avenue and W. Olive Avenue, be Relocated Closer to PG&E Entrance (Barbara Hurtado)
(Citizen requests the left-turn arrow near the PG&E site be relocated further north in the direction of the actual PG&E entrance to prevent close contact of vehicles turning in the opposite direction.)

Committee Member OLMOS informed that the painted arrows correlate with the US Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD).

MOTION: To deny.

COUNCIL ACTION REQUIRED: None at this time.

Juan Olmos Moved, Michael Hren Seconded

Vote: 4-0

Voting Aye: Steven Son, Michael Hren, Juan Olmos, Craig McKeeman

Absent: Michael Wilkinson

6. Request #18-018 – Request “No Dumping” or “No Littering” Signs be Installed at Paulson Rd. & Dunn Rd. and at Destiny Dr. & Crescendo Ave. (Michael Flores)

(Citizen requests the installation of “No Dumping” or “No Littering” signs to reduce the amount of illegal dumping in specified areas.)

MICHAEL FLORES conveyed the chronic dumping dating back to several years, adding that he had been doing most of the cleanup. Mr. FLORES asked the committee to approve the installation of No Parking and No Littering signs. He also provided the committee with copies of State Vehicle Code 22511.8 (which covers parking) and Penal Code 374.4 (which covers littering).

Committee Member HREN replied that “no dumping” is not Traffic Committee related.

Lt. ALAN WARD, who accompanied Police Chief Proxy Designee - Officer Craig McKeeman, stated that signage is costly to manage.

The committee concluded that they would be willing do a test-trial on the signage for effectiveness.

Committee Member OLMOS decided that installing one “No Dumping” sign on Destiny Drive, west of Gardner Avenue, would be suitable.

MOTION: To install one “No Dumping” sign on Destiny Drive, west of Gardner Avenue.

COUNCIL ACTION REQUIRED: Approves amending the current ordinance to add the no dumping sign.

Juan Olmos Moved, Michael Hren Seconded

Vote: 4-0

Voting Aye: Steven Son, Michael Hren, Juan Olmos, Craig McKeeman

Absent: Michael Wilkinson

7. Request #18-019 – Request to Approve the Vehicles and Traffic Code Cleanup (Juan Olmos)

(Adopt a motion to approve the Vehicles and Traffic Code cleanup and recommend approval to the City Council.)

Chairperson SON specified that there is more work to be done to clean up the Vehicles and Traffic Code. Mr. SON suggested working with Fire Department Staff on updating the red curbs. Once the code cleanup is complete, then he recommends taking the code cleanup to City Council for approval.

Committee Member OLMOS agreed and added that red curbs along school sites and bus stops would need to be included in the cleanup as well.

MOTION: To work on red curb and complete entire code cleanup.

COUNCIL ACTION REQUIRED: None at this time.

Michel Hren Moved, Steven Son Seconded

Vote: 4-0

Voting Aye: Steven Son, Michael Hren, Juan Olmos, Craig McKeeman

Absent: Michael Wilkinson

G. ADJOURNMENT

The meeting was adjourned at 3:20 p.m.

By:



Nancy Lee
Secretary II/Recording Secretary

Approved:



Steven Son
City Engineer/Chairperson



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item H.3.

Meeting Date: 1/22/2019

Report Prepared by: Jennifer Arellano, Recreation Supervisor, Parks and Recreation

SUBJECT: Information Only - Recreation & Parks Commission Minutes of July 23, 2018, August 27, 2018, and September 24, 2018.

RECOMMENDATION

For information only.

ATTACHMENTS

1. July 23, 2018
2. August 27, 2018
3. September 24, 2018

**CITY OF MERCED
RECREATION AND PARKS COMMISSION MINUTES**

**COUNCIL CHAMBERS ROOM
MERCED CIVIC CENTER
678 WEST 18TH STREET
MERCED, CA**

**MONDAY
JULY 23, 2018**

A. CALL TO ORDER

Chairman Jenkins called the meeting to order at 5:33 PM.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Members Present: Jenkins, Cardona, Moore, Anderson, Morris, Curiel

Members Absent:

Staff Present: Meissonnier, Chavez

D. CEREMONIAL MATTERS

E. ORAL COMMUNICATIONS

F. CONSENT ITEMS

1. MINUTES OF JUNE 25, 2018

M/S/C- Moore/Cardona motioned to approve and file the minutes.

G. BUSINESS

1. NAACP CO-SPONSORSHIP OF SENIOR CENTER (STAFF)

M/S/C- Jenkins/Morris motioned to approve reduced rate rental of senior center.

2. DHHSC CO-SPONSORSHIP OF SENIOR CENTER (STAFF)

M/S/C- Jenkins/Cardona motioned to approve reduced rate rental of senior center.

3. SURVEYS FOR ADULTS AND ELDERLY (CARDONA)

Commissioners Curiel, Cardona, and Moore to meet as subcommittee

4. BUDGET SUBCOMMITTEE

(COMMISSIONERS)

No action taken.

5. RECREATION PROGRAMMING

(COMMISSIONERS)

No action taken.

H. REPORTS

1. STAFF REPORTS

(CHAVEZ, MEISSONNIER)

No action taken

I. REQUEST TO ADD ITEM TO FUTURE AGENDA

(COMMISSIONERS)

Jenkins requests to recognize Michael Pierick's service as Commissioner

Curiel requests reports on Summer Programs in September meeting

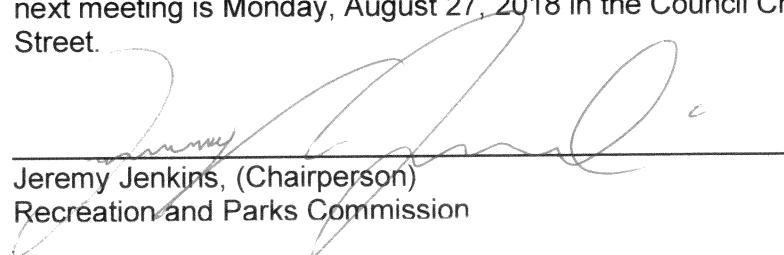
Report from Survey Subcommittee

J. COMMISSIONER COMMENTS

(COMMISSIONERS)

K. ADJOURNMENT

The Recreation and Parks Commission meeting was adjourned at 6:03 p.m. The next meeting is Monday, August 27, 2018 in the Council Chambers, 678 W. 18th Street.



Jeremy Jenkins, (Chairperson)
Recreation and Parks Commission

**CITY OF MERCED
RECREATION AND PARKS COMMISSION MINUTES**

**COUNCIL CHAMBERS ROOM
MERCED CIVIC CENTER
678 WEST 18TH STREET
MERCED, CA**

**MONDAY
AUGUST 27, 2018**

A. CALL TO ORDER

Chairman Jenkins called the meeting to order at 5:30 PM.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Members Present: Jenkins, Cardona, Moore, Anderson, Morris, Huitron
Members Absent: Curiel (Excused)
Staff Present: Meissonnier, Chavez

D. CEREMONIAL MATTERS

1. INTRODUCTION OF NEW COMMISSIONER HUITRON

No action taken

2. CERTIFICATE OF APPRECIATION FOR YOUTH COUNCIL

No action taken

E. ORAL COMMUNICATIONS

Naomi Sukenik of Play Adventures spoke on her organization and ideas for future community events and programming

F. CONSENT ITEMS

1. MINUTES OF JULY 23, 2018

M/S/C- Jenkins/Anderson motioned to approve and file the minutes. Huitron abstained.

G. BUSINESS

1. SURVEY SUBCOMMITTEE REPORT

(COMMISSIONERS)

No action taken

2. BUDGET SUBCOMMITTEE

(COMMISSIONERS)

No action taken

3. RECREATION PROGRAMMING

(COMMISSIONERS)

No action taken

H. REPORTS

1. STAFF REPORTS

(CHAVEZ, MEISSONNIER)

No action taken

I. REQUEST TO ADD ITEM TO FUTURE AGENDA

(COMMISSIONERS)

Jenkins requests Naomi Sukenik of Play Adventures to return

Cardona requests a response to Survey Subcommittee letter and quarterly budget report

Moore requests discussion on future Community Center

J. COMMISSIONER COMMENTS

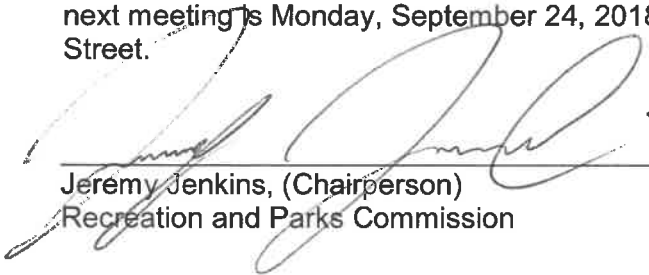
(COMMISSIONERS)

Jenkins invites everyone to Merced's Got Talent

Cardona thanks the Youth Council for their work and presentation

K. ADJOURNMENT

The Recreation and Parks Commission meeting was adjourned at 6:28 p.m. The next meeting is Monday, September 24, 2018 in the Council Chambers, 678 W. 18th Street.



Jeremy Jenkins, (Chairperson)
Recreation and Parks Commission

**CITY OF MERCED
RECREATION AND PARKS COMMISSION MINUTES**

**COUNCIL CHAMBERS ROOM
MERCED CIVIC CENTER
678 WEST 18TH STREET
MERCED, CA**

**MONDAY
SEPTEMBER 24, 2018**

A. CALL TO ORDER

Chairman Jenkins called the meeting to order at 5:30 PM.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Members Present: Jenkins, Cardona, Moore, Anderson, Morris, Curiel, Huitron

Members Absent:

Staff Present: Meissonnier, Chavez

D. CEREMONIAL MATTERS

1. CERTIFICATE OF APPRECIATION FOR FORMER COMMISSIONER PIERICK

Michael Pierick unable to attend, item postponed

E. ORAL COMMUNICATIONS

F. CONSENT ITEMS

1. MINUTES OF JULY 23, 2018

M/S/C- Jenkins/Anderson motioned to approve and file the minutes.

G. BUSINESS

1. PLAY ADVENTURES

M/S/C- Jenkins/Anderson motioned to approve Play Adventures Proposal and pursue additional funding sources with three amendments: restructure pricing to be more affordable for paid programming, consider locating playground on the west side, and to provide all program material in additional languages such as Spanish and Hmong.

2. PROJECT MARIPOSA

M/S/C- Jenkins/Cardona motioned to approve neighborhood project in Dennis Chavez Park creating butterfly habitat

3. FUTURE COMMUNITY CENTER

(MOORE)

No action taken, postponed to future agenda

4. BUDGET SUBCOMMITTEE

(COMMISSIONERS)

No action taken

5. RECREATION PROGRAMMING

(COMMISSIONERS)

No action taken

H. REPORTS

1. STAFF REPORTS

(CHAVEZ, MEISSONNIER)

No action taken

I. REQUEST TO ADD ITEM TO FUTURE AGENDA

(COMMISSIONERS)

Moore requests discussion on future Community Center and McNamara Park

J. COMMISSIONER COMMENTS

(COMMISSIONERS)

Curiel suggests exploring using Boys and Girls Club at times it is unutilized

Cardona requests information on leisure class locations

Huitron comments more space is needed for indoor soccer for adults

K. ADJOURNMENT

The Recreation and Parks Commission meeting was adjourned at 7:20 p.m. The next meeting is Monday, October 22, 2018 in the Council Chambers, 678 W. 18th Street.

Jeremy Jenkins, (Chairperson)
Recreation and Parks Commission

Eric Moore Adj. Chair



ADMINISTRATIVE REPORT

Agenda Item H.4.

Meeting Date: 1/22/2019

SUBJECT: Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of December 17, 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 December 17, 2018.

ALTERNATIVES

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

ATTACHMENTS

1. Minutes of December 17, 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, December 17, 2018

6:00 PM

A. CALL TO ORDER

Mayor MURPHY called the Regular Meeting to order at 6:03 PM.

A.1. Invocation - Lamar Henderson, All Dads Matter

The invocation was delivered by Lamar HENDERSON from All Dads Matter.

A.2. Pledge of Allegiance to the Flag

Mayor MURPHY led the Pledge of Allegiance to the Flag.

B. ROLL CALL

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

Absent: 0

B.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.

C. REORGANIZATION

C.1. SUBJECT: City Council Certification of November 6, 2018 General Municipal Election Returns

REPORT IN BRIEF

Certifies the November 2018 election returns for the Mayor and three City Council Members.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2018-84**, a Resolution of the City Council of the City of Merced, California, reciting the fact of the General Municipal Election held on November 6, 2018, declaring the result, and declaring such other matters as provided by law for the election of the Mayor and three members of the City Council.

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 Martinez, Mayor Murphy, Council Member Belluomini, Council Member Blake, Council Member McLeod, Council Member Pedrozo, and Council Member Serratto

No: 0

Absent: 0

C.2. Comments From Sitting Council Members

Council Members PEDROZO and BELLUOMINI thanked their families, staff, friends, and the people of Merced. They discussed their time on the Council and growth the City of Merced has had during their terms.

C.3. Recognition of Outgoing City Council Members

City Manager Steve CARRIGAN presented Council Member PEDROZO and Council Member BELLUOMINI with a recognition award for their service to the community.

The remaining sitting Council Members thanked and congratulated Council Members PEDROZO and BELLUOMINI and praised them for their dedication, wisdom, and passion they had for the City of Merced.

C.4.

SUBJECT: Presentation of Certificates of Election and Oaths of Office

REPORT IN BRIEF

The new Mayor and Council Members will be presented their Certificates of Election and take their Oath of Office before taking their seats at the dais.

Assistant City Clerk John TRESIDDER presented the oaths of office to Council Members BLAKE, ECHEVARRIA, SHELTON, and Mayor

MURPHY.

C.5. Comments From Newly Elected Council Members

Newly-elected Council Members ECHEVARRIA, SHELTON, re-elected Council Member BLAKE, and re-elected Mayor MURPHY all thanked their friends, family, and their supporters and expressed their commitment to the people of the City of Merced.

C.6. ROLL CALL

Present: 7 - Mayor Pro Tempore Anthony Martinez, Mayor Mike Murphy, Council Member Kevin Blake, Council Member Jill McLeod, Council Member Matthew Serratto, Council Member Delray Shelton, and Council Member Fernando Echevarria

Absent: 0

C.7.

SUBJECT: Election of Mayor Pro Tempore

REPORT IN BRIEF

Election of a Mayor Pro Tempore to a one-year term (conducted by the newly elected Mayor.)

RECOMMENDATION

City Council - Adopt a motion appointing the Mayor's nominee as Mayor Pro Tempore of the City of Merced for a one-year term of office.

Mayor MURPHY discussed the election of the Mayor Pro Tempore and elected Council Member MARTINEZ.

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

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

No: 0

Absent: 0

C.8.

SUBJECT: Resolutions of Commemoration for Outgoing City Council Members

REPORT IN BRIEF

Resolutions of commemoration for outgoing City Council Members Pedrozo and Belluomini.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2018-82**, Public Service Commemoration, Josh Pedrozo; and,

B. Adopting **Resolution 2018-83**, Public Service Commemoration, Michael Belluomini.

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

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

No: 0

Absent: 0

Clerk's Note: Council recessed at 6:58 PM and returned at 7:16 PM.

D. WRITTEN PETITIONS AND COMMUNICATIONS

There were none.

E. ORAL COMMUNICATIONS

Felipe ROJAS-FLORES, Merced - spoke on commercial truck parking and the City Ordinance for parking Commercial Trucks.

Jason SALTERS, Merced - spoke on the homeless issue in the City.

F. CONSENT CALENDAR

Items F.4. Approval of Agreement with Tyler Technologies in the Amount of \$32,000 for a Custom Interface to Securely Connect the Police Department and District Attorney's Office Records Management Systems and Authorization for the Use of Pooled Cash for the Purchase Until Reimbursement from the County of Merced and F.5. Adoption of Resolution Approving Bellevue Ranch West, Large Lot Final Map for Villages 17,18,19, 21, and 22 - Final Map No. 5368 and Approval of the Associated Subdivision Improvement Agreement; were pulled for separate consideration.

Approval of the Consent Agenda

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

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

No: 0

Absent: 0

F.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.

F.2. **SUBJECT:** Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of October 25, 2018 and November 19, 2018

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of October 25, 2018 and November 19, 2018.

This Consent Item was approved.

F.3. **SUBJECT:** Acceptance of Donation in the Amount of \$300 from Firefighters Charitable Foundation and Appropriating the same for Fire Prevention Awareness.

REPORT IN BRIEF

Considers accepting a \$300 donation from Firefighters Charitable Foundation.

RECOMMENDATION

City Council - Adopt a motion accepting the donation of \$300 from Firefighters Charitable Foundation; increasing revenue account 001-0901-360.02-01 Contributions in the amount of \$300 and appropriating the same in account 001-0901-522.29-00 Other Materials and Supplies.

This Consent Item was approved.

F.6.

SUBJECT: Award of Bid and Approval of Agreement with United Pavement Maintenance, Inc. in the Amount of \$510,846.71 for City Project No. 117040 - M Street Rehabilitation North Bear Creek Drive to Rambler Road

REPORT IN BRIEF

Considers awarding a bid and approving an agreement in the amount of \$--510,846.71 with United Pavement Maintenance, Inc., for the M Street Rehabilitation North Bear Creek Drive to Rambler Road.

RECOMMENDATION

City Council - Adopt a motion awarding a bid and approving an Agreement with United Pavement, Inc., in the amount of \$510,846.71 for City Project No. 117040, M Street Rehabilitation North Bear Creek Drive to Rambler Road Project, authorizing the City Manager or Assistant City Manager to execute the necessary documents, and to approve change orders not to exceed \$51,084.67 (10% of the project cost).

This Consent Item was approved.

F.7.

SUBJECT: Authorization to Submit Federal Emergency Management Agency (FEMA) Grant Applications for Pre-Disaster Mitigation (PDM) and Flood Mitigation Assistance (FMA) for Fahrens Creek and Black Rascal Creek/Le Grand Canal

REPORT IN BRIEF

Considers granting retroactive authority for submittal of FEMA grant applications due December 9, 2018 for the Pre-Disaster Mitigation Program and Flood Mitigation Program for Fahrens Creek and Black

Rascal Creek/Le Grand Canal.

RECOMMENDATION

City Council - Adopt a motion granting retroactive authority to the City Manager for submittal of Federal Emergency Management Agency (FEMA) Grant Applications due December 9, 2018 for Pre-Disaster Mitigation (PDM) and Flood Mitigation Assistance (FMA) for Fahrens Creek and Black Rascal Creek/Le Grand Canal.

This Consent Item was approved.

F.4.

SUBJECT: Approval of Agreement with Tyler Technologies in the Amount of \$32,000 for a Custom Interface to Securely Connect the Police Department and District Attorney's Records Management Systems and Authorization for the Use of Pooled Cash for the Purchase Until Reimbursement from the County of Merced

REPORT IN BRIEF

Merced Police Department is requesting reimbursable funds to purchase a custom interface to connect the Merced Police Departments Records Management System with the Merced County District Attorney's Office Records Management System.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving an increase to revenue account 001-1002-332-01-01 Police Operations Cost Recovery in the amount of \$32,000 and appropriating the same to expenditure account 001-1002-522-17-00 Police Operations Professional Services; and,

B. Approving an Amendment with Tyler Technologies for Custom Software Interface; and,

C. Approving a Special Service Agreement with Merced County for cost recovery reimbursement; and,

D. Authorizing the use of pooled cash for the purchase of the custom interface until the City receives reimbursement funds from the County of Merced; and,

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

Council Member SERRATTO pulled this item to recuse himself..

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

Aye: 6 - Mayor Pro Tempore Martinez, Mayor Murphy, Council Member Blake, Council Member McLeod, Council Member Shelton, and Council Member Echevarria

No: 0

Absent: 0

Abstain: 1 - Council Member Serratto

F.5.

SUBJECT: Adoption of Resolution Approving Bellevue Ranch West, Large Lot Final Map for Villages 17, 18, 19, 21, and 22 - Final Map No. 5368 and Approval of the Associated Subdivision Improvement Agreement.

REPORT IN BRIEF

Considers adopting a resolution approving a Final Map for Subdivision No. 5368 for 14 large lots within Bellevue Ranch West and approves the subdivision agreement for this final map.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving **Resolution 2018-81**, a Resolution of the City Council of the City of Merced, California, approving the final subdivision map for the Bellevue Ranch West, Villages 17-22 subdivision (final map No. 5368); and,

B. Approving the subdivision agreement for Bellevue Ranch West, Villages 17-22; and,

C. Authorizing the City Manager or Assistant City Manager to execute the subdivision agreement.

Mayor Pro Tempore MARTINEZ pulled this item to request a staff report.

Council Member SHELTON recused himself from this item.

Planning Associate Julie NELSON gave a slide show presentation on the Bellevue Ranch, West, Large Lot Final Map Villages 17,18,19,21, and 22 - Final Map No. 5368.

Council, Ms. NELSON, and Planning Manager Kim ESPINOSA discussed parks and open space.

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

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

No: 1 - Council Member Echevarria

Absent: 0

G. PUBLIC HEARINGS

G.2.

SUBJECT: Public Hearing - Vacation No. 18-03 for the Adoption of Resolution Ordering the Vacation of a 20-Foot Wide Temporary Access Easement Located on a Portion of 7 Lots within the Summer Creek Subdivision, Generally Located West of McKee Road at Silverstone Drive

REPORT IN BRIEF

This report provides information regarding the vacation of a 20-foot wide temporary access easement located on a portion of 7 lots within the Summer Creek Subdivision generally located west of McKee Road at Silverstone Drive.

RECOMMENDATION

City Council - Adopt a motion continuing the Public Hearing to the City Council meeting of January 7, 2019.

Council Member BLAKE recused himself from this item.

Planning Manager Kim ESPINOSA gave a slide show presentation ordering the vacation of a 20-foot wide temporary access easement.

Mayor Pro Tempore MARTINEZ and Ms. ESPINOSA discussed current and future access points into the subdivisions.

Mayor MURPHY opened the Public Hearing at 8:12 PM.

Mary BROOKS, Merced - spoke on the need to keep the easement.

Casey STEED, Merced - spoke on the history and current use of the

easement.

Mayor MURPHY closed the Public Hearing at 8:26 PM.

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

Aye: 6 - Mayor Pro Tempore Martinez, Mayor Murphy, Council Member McLeod, Council Member Serratto, Council Member Shelton, and Council Member Echevarria

No: 0

Absent: 0

Abstain: 1 - Council Member Blake

G.1.

SUBJECT: Public Hearing - Adoption of Resolution Accepting the Annual Report on Development Impact Fees for Fiscal Year 2017/2018 as Required By Government Code Section 66006(b)

REPORT IN BRIEF

Considers adopting a Resolution of the City Council of the City of Merced accepting the City's Annual Compliance Report for Development Impact Fees (AB 1600) as required by Government Code section 66006(b).

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting the Annual Compliance Report for Development Impact Fees for Fiscal Year 2017/2018 which contains the information required by California Government Code Section 66006(b); and,

B. Adopting **Resolution 2018-85**, a Resolution of the City Council of the City of Merced, California, accepting the Fiscal Year 2017/2018 Development Impact Fees Annual Report as required by California Government Code Section 66006(b).

City Engineer Steven SON gave a slide show presentation on the AB 1600 Annual Report.

ECHEVARRIA and Mr. SON discussed the allocation of money from the impact fees.

Mayor MURPHY opened and subsequently closed the Public Hearing at 8:35 PM.

A motion was made by Mayor Pro Tempore Martinez, seconded by Council

Member Blake, that this agenda item be approved. The motion carried by the following vote:

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

No: 1 - Council Member Echevarria

Absent: 0

H. BUSINESS

H.1. **SUBJECT: City Council Appointment to the Arts and Culture Advisory Commission for City Council District 3**

REPORT IN BRIEF

Considers accepting nominations and appointing one individual to Council District 3 on the Arts and Culture Advisory Commission.

RECOMMENDATION

City Council - Adopt a motion accepting nominations and appointing one individual to the Arts and Culture Advisory Commission to represent City Council District 3.

Mayor MURPHY explained the process for each Council Member to appoint an applicant from their district.

Council Member MCLEOD nominated Diana ODOM GUNN for appointment to the Arts and Culture Advisory Commission.

A motion was made by Council Member McLeod, seconded by Council Member Blake, to appoint Diana Odom Gunn to the Arts and Culture Advisory Commission. The motion carried by the following vote:

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

No: 0

Absent: 0

H.2. **SUBJECT: City Council Committee Appointments**

REPORT IN BRIEF

Confirming City Council Member appointments to various committees.

RECOMMENDATION

City Council - Adopt a motion confirming the Mayor's appointments to

various committees populated by City Council Members.

Mayor MURPHY requested Council look over the various committees and to bring this item back to a future meeting.

H.3.

SUBJECT: Selection of Town Hall Dates in North, Central and South Merced.

REPORT IN BRIEF

Request that Council Select Dates for Town Halls in North, Central and South Merced.

RECOMMENDATION

Provide Staff With Dates for Three Town Hall Meetings.

Assistant to the City Manager Mike CONWAY briefly discussed the Town Hall meeting dates.

Council confirmed the dates for the Town Hall Meetings.

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

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

No: 1 - Council Member Echevarria

Absent: 0

H.4. Request to Add Future Agenda Item

There were no items added.

H.5. City Council Comments

Mayor Pro Tempore MARTINEZ reported on attending the El Capitan High School Breakfast Fundraiser, and the California League of Cities dinner.

Council Member ECHEVARRIA reported on attending the Latino Elected Officials event.

Council Member BLAKE reported on attending the California League of Cities dinner.

Mayor MURPHY reported on attending a meeting with Governor elect Gavin NEWSOM, a meeting with City of Merced Fire Fighters, the Building

Young Leaders performance, the Cheerful Giving event, and the Merced County Board of Supervisors meeting. He also spoke on the Hmong New Year event and the swearing-in of new Fire Fighters.

I. CLOSED SESSION

Clerk's Note: Council adjourned to Closed Session at 9:00 PM.

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

I.2. **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2): (1) case. The existing facts and circumstances are as follows: On December 3, 2018, Harvest of Merced, at an open and public meeting, stated that "... Ordinance 24-80 as applied to Harvest violated Harvest's due process rights and because none of the public records indicate that a school exists on 760 W. 13th Street. Harvest would be forced to look to the Courts to protect and uphold its legal rights. . .
_

Clerk's Note: Council adjourned from Closed Session at 10:07 PM.

J. ADJOURNMENT

Clerk's Note: Council adjourned the Regular Meeting at 10:08 PM.

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

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

No: 0

Absent: 0



ADMINISTRATIVE REPORT

Agenda Item H.5.

Meeting Date: 1/22/2019

Report Prepared by: Frank Quintero, Director of Economic Development

SUBJECT: Approval of a Professional Service Agreement with LPA, Inc. in the Amount of \$165,850 for a Needs Assessment of the Future Police Headquarters Facility (Project #116040) and a Transfer of Funds in the Amount of \$165,850 to Support the Agreement

REPORT IN BRIEF

Approval of a professional service agreement with LPA, Inc. in the amount of \$165,850 for a Needs Assessment of the Future Police Headquarters facility and transfers a total of \$165,850 in funds to support the agreement.

RECOMMENDATION

City Council - Adopt a Motion:

- A. Approving a transfer of \$82,925 from Fund 047 - Facilities-Police and a transfer of \$82,925 from Fund 057 Facilities-Police (Developer) and appropriate the same to Project 116040 (Fund 449-1001-627-65-00) Police Headquarters #2; and,
- B. Approving Professional Services Agreement with LPA, Inc. in the amount of \$165,850; and,
- C. Authorizing the City Manager or Assistant City Manager to execute the necessary document.

ALTERNATIVES

1. Approve as recommended by staff; or
2. Approve, subject to conditions as specified by the City Council; or
3. Deny the request; or,
4. Refer back to staff for reconsideration of specific items as requested by the Council; or
5. Defer action until a specified date

AUTHORITY

Charter of the City of Merced, 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

The City of Merced issued a Request for Proposal seeking qualified firms to perform a needs assessment for the future Police Headquarters facility. Staff received eight (8) proposals from qualified firms. An internal Ad Hoc Committee reviewed the proposals and interviewed the top three candidates to prepare the needs assessment. The Ad Hoc Committee unanimously selected LPA, Inc. (LPA Design Studio) to prepare the study. LPA, Inc. executed the Professional Service Agreement which is now before the City Council for consideration (ATTACHMENT 1). The cost for LPA, Inc.’s services is \$165,850.

Needs Assessment - A Short Definition

The components of a needs assessment often include site evaluation, facility condition analysis, programming, and conceptual budgeting for project and construction costs. The comprehensive, thorough process offers a credible projection of space needs for current and future uses.

The Process

City staff met with representatives from the City of Salinas where a new police headquarters facility is under construction. During the discussion, it was highly recommended that staff attend the Planning, Designing, and Constructing Police Facilities workshop offered through the International Association of Chiefs of Police. Staff attended the workshop and were well guided regarding the necessary steps required to build a new police facility.

Staff issued the Request for Proposal for the Needs Assessment and Architectural Services with twelve firms expressing interest. The proposed scope of work consisted of the following elements:

- A. Identify Current Facility Conditions and Deficiencies
- B. City Population and Growth Projections
- C. Future Facility Needs
- D. Space Needs
- E. Preliminary Cost Estimates
- F. Preliminary Site Design layouts
- G. Potential Funding Sources
- H. Re-evaluation of current selected Police Station site in concert with assessment findings
- I. Timeline for design, construction and funding models

Representatives from the twelve firms participated in the mandatory walk-through of the current police headquarters and subsequent tour of the Merced Sun-Star site (the current designated location for the future police headquarters facility.) Staff received a total of eight proposals from the twelve firms who participated in the tour.

An Ad Hoc Review Committee reviewed and ranked the proposals on criteria including staff qualifications, technical experience, technical approach, past projects, and completeness. Committee members included Mayor Pro Tempore Kevin Blake, Council Members Michael

Belluomini, and Jill McLeod, Finance Officer Venus Rodriguez, Assistant City Manager Stephanie Dietz, Public Works Director Ken Elwin, Police Chief Christopher Goodwin and Director of Economic Development & Project Champion Frank Quintero.

Subsequently, the Ad Hoc Review Committee invited the top three firms to an interview at the Merced Civic Center. The three firms interviewed included LPA Design Studio, Shah Kawasaki Architects, and WLC Architects. Shown below are the proposals' rankings in order of highest to lowest, as determined by the Ad Hoc Committee:

1. LPA Design Studio, (Irvine, CA) \$165,850.00
2. Shah Kawasaki Architects, (Oakland, CA) \$214,267.00
3. WLC Architects, (Folsom, CA) \$140,000.00

The Committee selected LPA, Inc., based on their past experience, sub-consultant experience, and understanding of the project. The LPA, Inc., fee proposal for completing the needs assessment contract is for the not-to-exceed sum of \$165,850.00.

Staff is also requesting the transfer of \$165,850.00 from Fund 047 and 057 to forward with the required steps for completing a needs assessment for the future Police Headquarters.

IMPACT ON CITY RESOURCES

Staff recommends the transfer of \$165,850 from Fund 047 and Fund 057 appropriating the same to Project 116040 Police Headquarters #2.

ATTACHMENTS

1. Professional Service Agreement with LPA, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES (Design Professional)

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, 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 LPA, Inc., a California Corporation, whose address of record is 5161 California Avenue, Suite 100, Irvine, California 92617, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to develop a Police Headquarters; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide architectural 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 architectural services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Economic Development 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 Sixty-Five Thousand Eight Hundred Fifty Dollars (\$165,850.00).

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: Pruecha A. Dm 12-18-18
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
LPA, INC.,
A California Corporation

SMH
✓

BY: [Signature]
(Signature)

JON MIMS, AA
(Typed Name)

Its: COO 1/3/m
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

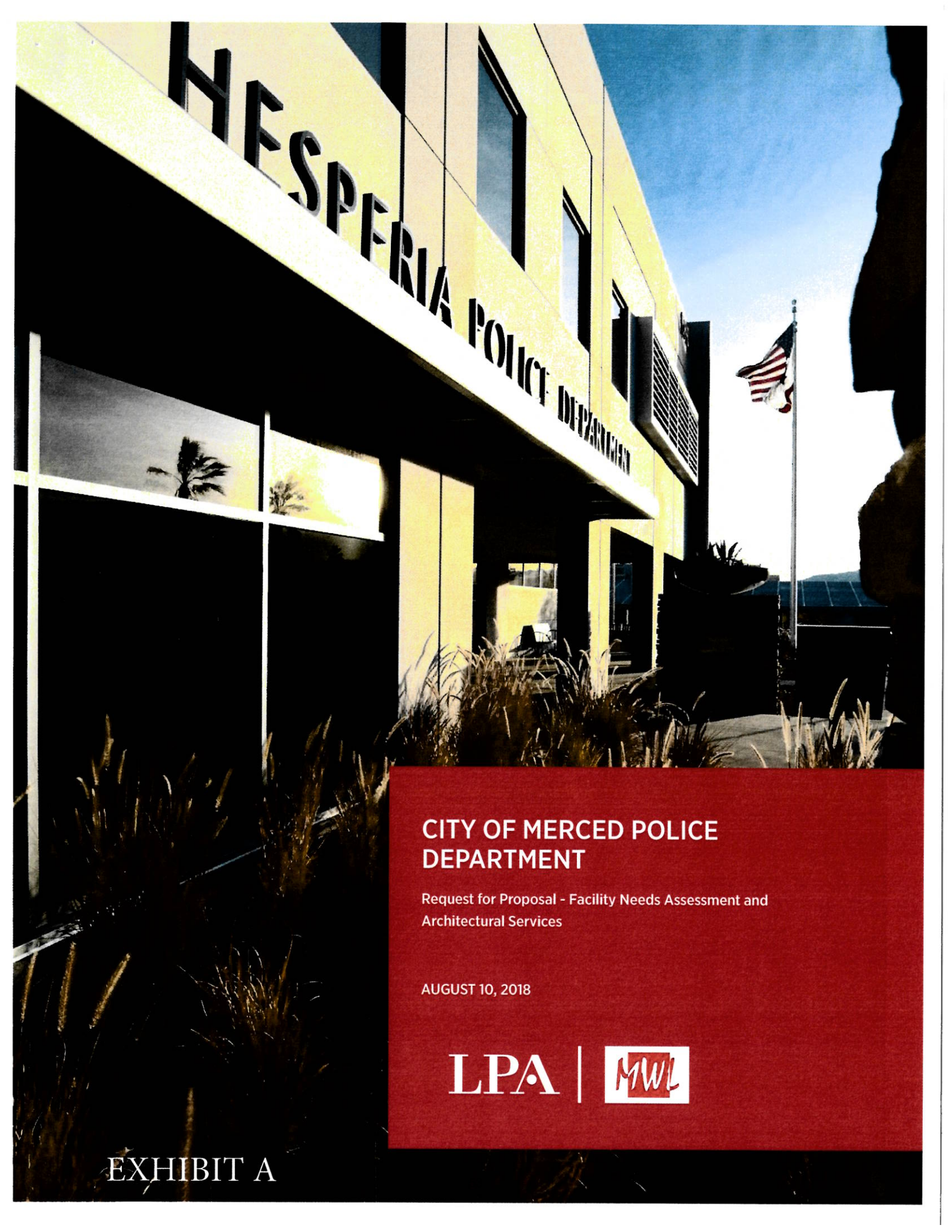
Taxpayer I.D. No. 95-2693579

ADDRESS: 5161 California Avenue
Suite 100
Irvine, CA 92617

TELEPHONE: _____

FAX: _____

E-MAIL: _____

The image shows the exterior of a modern police department building. A large sign on the upper level reads "HESPERIA POLICE DEPARTMENT". An American flag flies on a tall pole to the right. The foreground is filled with tall, dry grasses. The sky is clear and blue.

HESPERIA POLICE DEPARTMENT

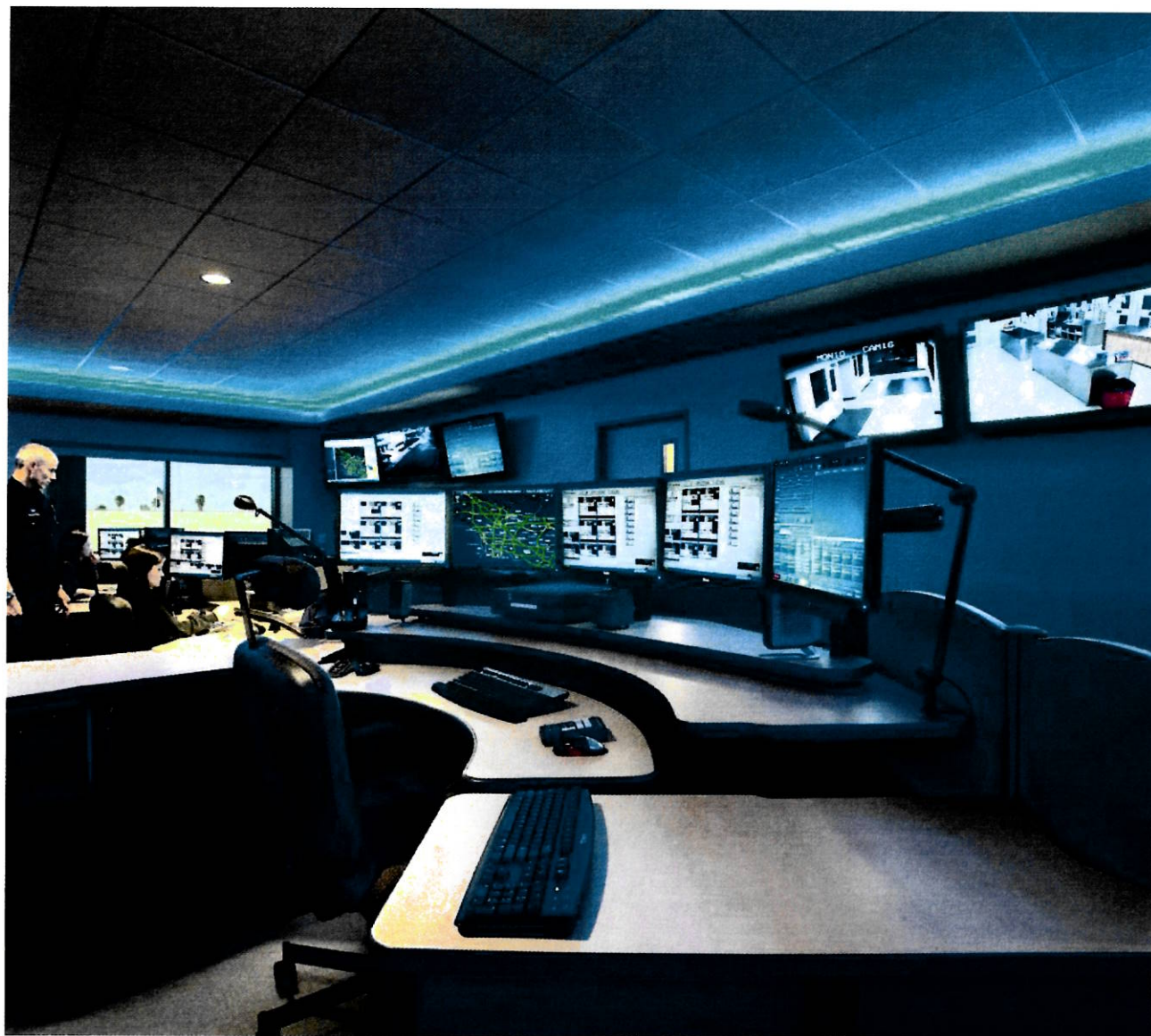
CITY OF MERCED POLICE DEPARTMENT

Request for Proposal - Facility Needs Assessment and
Architectural Services

AUGUST 10, 2018



EXHIBIT A



TAB 2

METHODOLOGY



CSU Fullerton Police Facility

LPA is committed to delivering projects on time, on budget and with minimal change orders or cost overruns.

PROJECT METHODOLOGY

Any new building project allows the users to reconsider “how they’ve always done it,” and refine their operations. This can be simple day-to-day things or more sweeping in nature.

For example, in many of our projects, the whole philosophy of how visitors are welcomed and served in public spaces is revamped. This may require a lobby design that supports a more “service first” approach. In Santa Barbara, the new station will feature a greeter position that then directs visitors to partially screened service counters where staff can safely join them whether they are there for a copy of a police report, getting a permit, talking to an officer etc., so instead of entering and guessing which window they are helped. Greeter services will also be available from multilingual kiosks to enable them to ask a question in their own language (printing it out in English for a staff member to use). The whole concept enables for better use of community resources (since there are many citizens with various skill sets that volunteer to serve the PD).

Whether it is accelerating a conversion to “paperless” work methods, to the migration of new technology (enabling officers to switch to tablets), this is the perfect time to consider incremental change.

We take our role as police facility planners to a deeper level when we act as catalysts for change. We identify opportunities wherever they are observed. Then it is up to the police agency to discern whether it is a change they want to consider and eventually adopt.

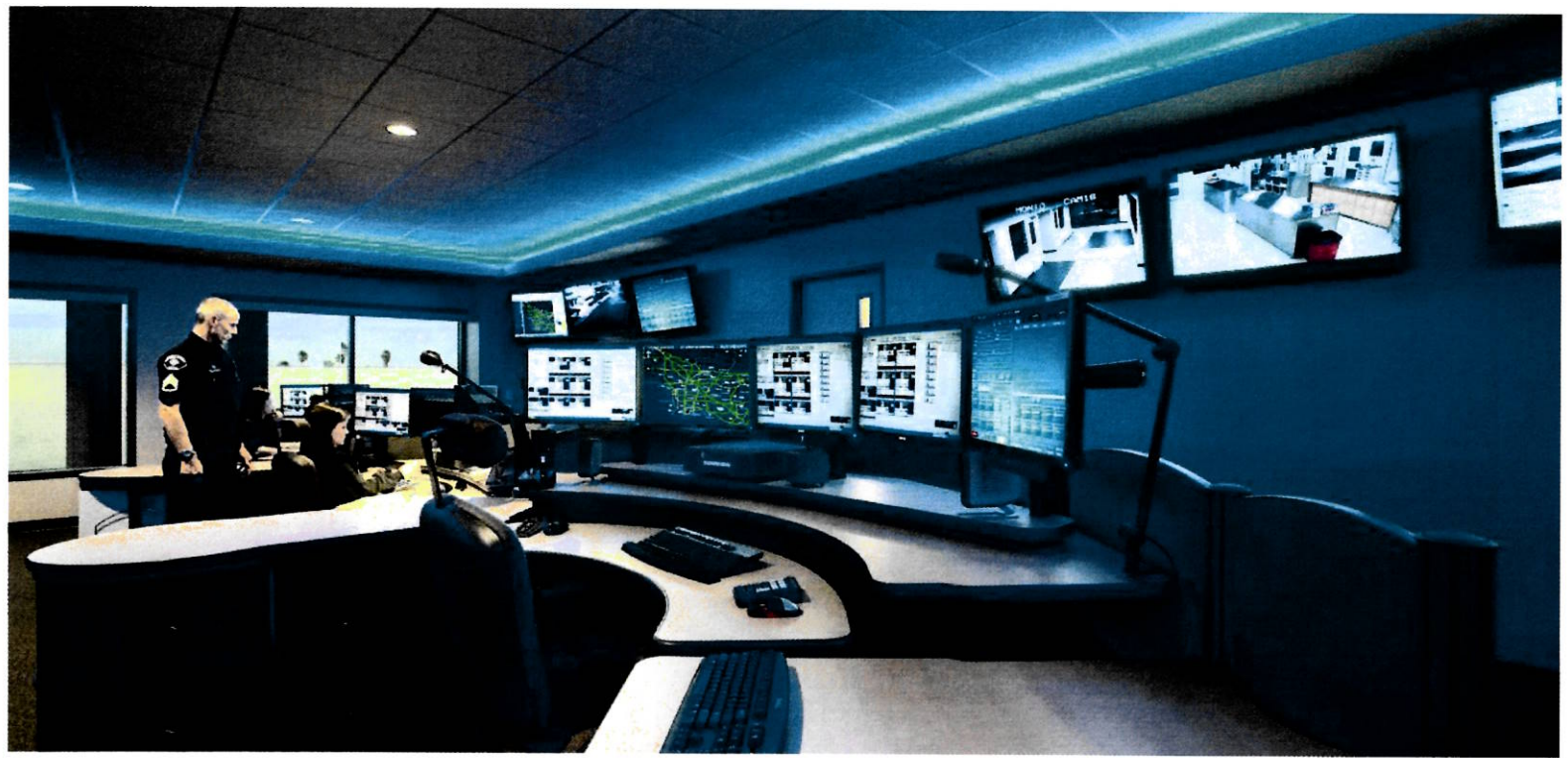
Sometimes such change begins well before a new building comes on line. Sometimes the change is transitional and will take place over time, and other times it is viewed aspirational as something that will take place in the future. In all cases, the new building can play a string role to enable change when planned to anticipate these goals. Conversely, the building can emerge as a roadblock to change if not anticipated. Our team is always striving to find innovative ways in which the programming, planning and design of the project can provide efficiencies to the users. MWL has pioneered many of the concepts that are now “standard” in architecture for law enforcement. These include:

- First to design and implement bio-safety provisions for evidence and police forensic labs
- First to develop the cost effective two-building police campus design concept
- First to plan for DNA profiling

2 / METHODOLOGY

CITY OF MERCED POLICE DEPARTMENT

RFP FOR FACILITY NEEDS ASSESSMENT AND ARCHITECTURAL SERVICES



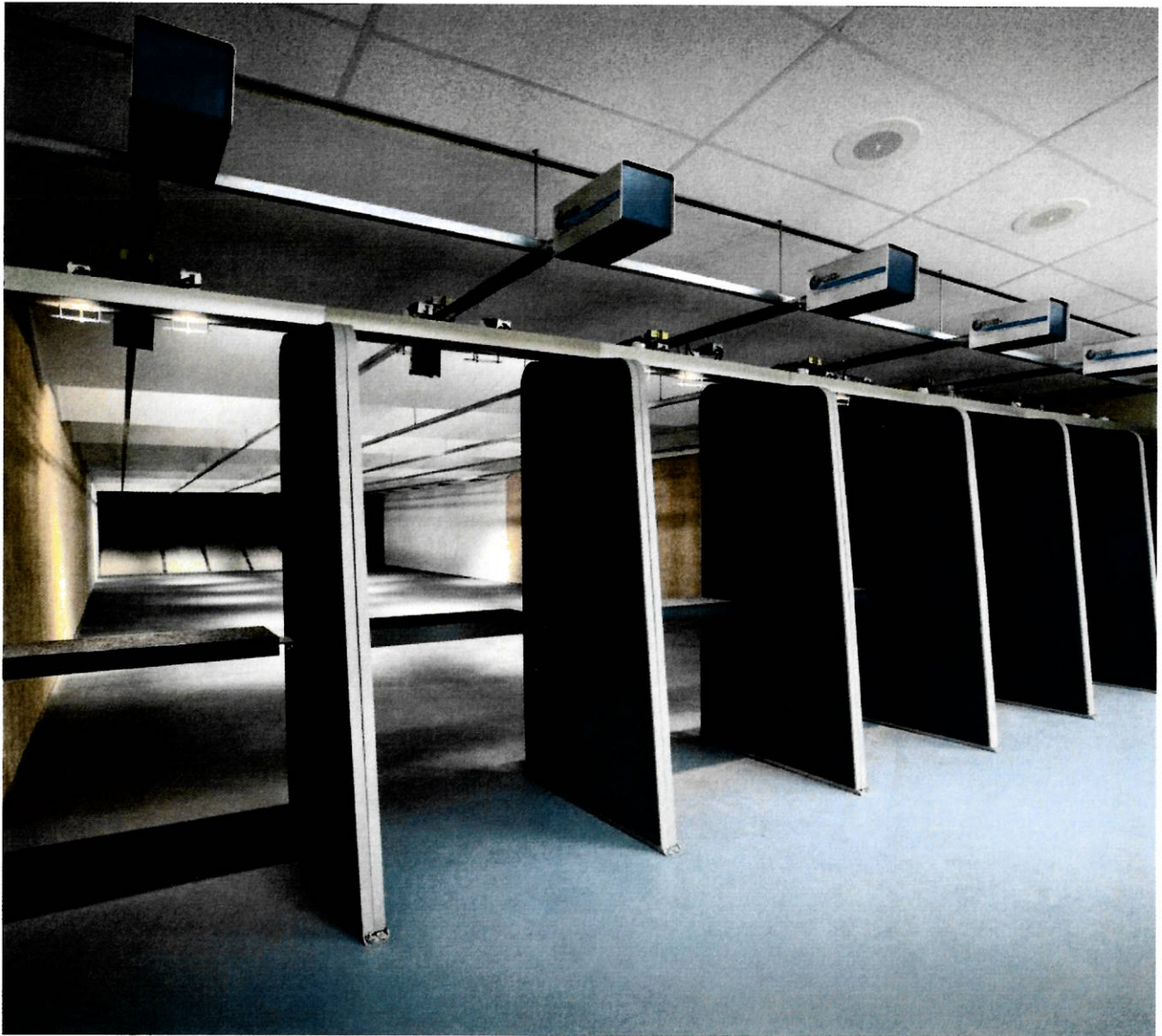
Buena Park Police Department

- First for “box” moves in space planning
- First to refine migration from traditional lockering to “open” lockering
- Pioneers in transition for ADA to Universal Design
- First to deliver a LEED certified police facility
- First to deliver a LEED platinum major city police station
- First to deliver a Net Zero major city police headquarters
- First to deliver a LEED platinum forensic science lab
- First to plan after hours “distress” rooms into police facilities
- First to use sound isolation designs with sound masking into investigative interview suites
- First to design full tactical “shoot and move” firearms range design with lateral shooting capability.
- First to design indoor law enforcement ranges to anticipate urban rifle training
- First to pioneer the “work anywhere” Wifi design for patrol zones
- First to provide field bag lockers at the car

Our direct input and design efforts have led to the industry development of all modern police and evidence lockers, forensic fuming cabinets, ventilated weapons maintenance counters, Faraday designs for cell phone exams and a wide range of safety enhancements such as, the use of static dissipative / grounded counters and worksurfaces for specialized SWAT and explosives analysis spaces. We also refined interview room design to address acoustical and recording issues.

We don't rest on our past glories, we are testing new ideas with each project. Whether it is migration to ground source geothermal mechanical designs to save energy, or migration away from the traditional “halls and silos” designs to more open, flexible, welcoming and collaborative “officers commons” work environments, MWL has always been the recognized leader for the leading edge, never the bleeding edge.

We also stress that any design breakthroughs MWL develops affecting officer safety are always offered to the design industry as “open source.” We believe all boats rise in the same tide.



TAB 3

SCOPE OF WORK

3 / SCOPE OF WORK

CITY OF MERCED POLICE DEPARTMENT

RFP FOR FACILITY NEEDS ASSESSMENT AND ARCHITECTURAL SERVICES



San Bernadino County Forensic Lab



High Desert Government Center

SCOPE OF SERVICES

PROJECT DESCRIPTION

Facility Needs Assessment and Architectural Services for a new Police Department Facility for the City of Merced. The new facility will be a modern and efficient 24/7 law enforcement operation. The ultimate size and budget of the project shall be dictated by the outcomes of the Facility Needs Assessment. The proposed facility shall have the capacity to accommodate 200 Sworn Personnel, 60 Non-Sworn Personnel, and 40 Temporary Personnel and Volunteers.

Basic Services will include:

1. Facilities Needs Assessment
2. Schematic Design
3. Design Development
4. Construction Documents
5. Bidding / Negotiation Services
6. Construction Contract Administration
7. Furniture Design and Management

BASIC SERVICES

0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

0.01 Project Administration services including:

- .01 Initial consultation in development of the Project.
- .02 Preparation of compensation estimates and professional services agreement(s).
- .03 Project-related research.
- .04 Conferences.
- .05 Communications.
- .06 Travel time.
- .07 Progress reports.
- .08 Direction of the work of in-house personnel.

0.02 Disciplines Coordination/Document Checking services consisting of:

- .01 Coordination between LPA's work and the work of engineering and other involved disciplines for the Project.
- .02 Review and checking of documents prepared for the Project.

0.03 Agency Consulting/Review/Approval services including:

- .01 Agency consultations.
- .02 Research of critical applicable regulations.
- .03 Preparation of written and graphic explanatory materials.
- .04 Appearances on the City of Merced's behalf at agency and community meetings.
- .05 Planning boards.
- .06 Agencies having jurisdiction.

3 / SCOPE OF WORK

CITY OF MERCED POLICE DEPARTMENT

RFP FOR FACILITY NEEDS ASSESSMENT AND ARCHITECTURAL SERVICES

- 0.04 City of Merced supplied data coordination services including:
 - .01 City of Merced to obtain existing drawings and related data for the project.
 - .02 City of Merced to contract for new geotechnical investigation including permeability study.

1 – FACILITIES NEEDS ASSESSMENT

In the Site Evaluation Phase, LPA and MWL shall provide those services necessary to establish site-related limitations and requirements for the Project. Some of the described services will be provided during predesign activities and some during other phases of Project design. Grouping herein is for convenience to identify the site evaluation services required for the Project. The following descriptions shall apply to those services.

- 1.01 Data collection services will include obtaining and analyzing information provided by the Police Department to gain an operational and organizational understanding of the department, growth needs of the department and potential reorganization of the department. The City and the Police Department shall provide the following to the team:
 - .01 Resource data (operational / management data).
 - .02 Demographic data for service community.
 - .03 Any imperatives for regionalization of services.
 - .04 Any reorganizational plans.
- 1.02 Facility tours services consisting of visiting similar facilities to review alternate program options, materials, spatial requirements and design alternatives.
 - .01 Discuss goals and requirements for site tours.
 - .02 Establish a list of potential sites to visit.
 - .03 Visit sites.
 - .04 Develop list of program and design preferences based on observations at each site.
 - .05 Transportation costs to be reimbursed by the City.
- 1.03 Outreach and Interviews sessions will be planned and held in order to involve all the project stakeholders in the Police Department and the City to seek a consensus regarding the program, design direction, and project goals. The following is a proposed list of required meetings:
 - .01 Establishment of consistent project space standards.

- .02 Detailed questionnaires for departmental staff.
 - .03 On-site staff workshops and interviews.
 - .04 City Council "meet and greets" and community outreach forums.
- 1.04 Preparation of Data and Documentation services required to establish the detailed Facility Needs Assessment
 - .01 Site Space Needs.
 - .02 Building Space Needs.
 - .03 Departmental Relationship and Adjacency Graphics for key relationships.
 - .04 Preparation of Draft and Review of Draft Needs Assessment with Department Staff.
- 1.05 Site Analysis services consisting of:
 - .01 Re-Evaluation of the current selected site.
 - .02 On-site investigations.
 - .03 Movement systems, traffic and parking studies.
 - .04 Topography analysis.
 - .05 Analysis of deed, zoning and other legal restrictions.
 - .06 Overall site analysis and evaluation.
 - .07 Comparative site studies.
- 1.06 Site Development Planning services consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs, based on:
 - .01 Land utilization.
 - .02 Structures placement.
 - .03 Development phasing.
 - .04 Movement systems, circulation and parking.
 - .05 Utilities systems.
 - .06 Surface and subsurface conditions.
 - .07 Deeds, zoning and other legal restrictions.
 - .08 Landscape concepts and forms.
- 1.07 On-site Utility Studies services consisting of establishing requirements and preparing initial designs for on-site:
 - .01 Electrical service and distribution.
 - .02 Gas service and distribution.
 - .03 Water supply and distribution.
 - .04 Site drainage.
 - .05 Sanitary sewer collection and disposal.
 - .06 Storm water collection and disposal.
 - .07 Central plant mechanical systems.
 - .08 Fire systems.
 - .09 Site illumination.
 - .10 Communications systems.

- 1.08 Off-site Utility Studies services consisting of:
 - .01 Confirmation of location, size and adequacy of utilities serving the site.
 - .02 Determination of requirements for connection to utilities.
- 1.09 Zoning Processing Assistance services consisting of:
 - .01 Assistance in preparing applications.
 - .02 Development of supporting data.
 - .03 Preparation of presentation materials.
 - .04 Attendance at public meetings and hearings.
- 1.10 Project Development Scheduling services consisting of establishing a tentative schedule for site analysis services, site-related decision-making, design, documentation, contracting and construction based on determination of LPA's services, the City of Merced's responsibilities and proposed design and construction procedures.
- 1.11 Project Budgeting will be based on unit and major component cost factors, and on high-level design information and assumptions. Our team has very current experience with the delivery of several facilities with similar services and will reflect local construction conditions and the local bid market.
 - .01 Predevelopment Costs.
 - .02 Building Construction Costs.
 - .03 Demolition Costs.
 - .04 Architecture and Engineering Costs.
 - .05 Program and Construction Management Fees.
 - .06 Permit Fees.
 - .07 Consulting Costs.
 - .08 Insurance Costs.
 - .09 Entitlement Fees (if applicable).
 - .10 FF&E Allowance.
 - .11 Landscaping and Staging Costs.
 - .12 Contingencies.
- 1.12 Presentation services consisting of presentations of the Facility Needs Assessment reports and data by LPA and MWL to the following City representatives:
 - .01 Project and Process Over to Department Staff
 - .02 Review of Draft Facility Needs Assessment to Department Staff committee.
 - .03 Final Facility Needs Assessment to Police Department.
 - .04 Final Facility Needs Assessment to Mayor and City Council.
- 1.13 Summary of Meetings:
 - .01 Facility Tours.

- .02 Workshop #1 – Three (3) days of on-site interviews.
- .03 Presentation of Draft Facility Needs Assessment to Department and City Staff.
- .04 Presentation of Final Facility Needs Assessment.

- 1.14 Summary of Deliverables:
 - .01 Facility Needs Assessment.
 - .02 Conceptual Space Plans.
 - .03 Conceptual Site Plans.
 - .04 Conceptual Design Package.
 - .05 Project Budget.
 - .06 Meeting Minutes.

2 – SCHEMATIC DESIGN SERVICES

In the Schematic Design Phase, LPA shall provide those services designated necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the City of Merced based upon program requirements provided for in the Facility Needs Assessment Findings as reviewed and agreed upon by the City of Merced. The following descriptions shall apply to those services.

- 2.01 Architectural Design/Documentation services responding to program requirements and consisting of preparation of:
 - .01 Conceptual site, floor and roof plans.
 - .02 Preliminary sections and elevations.
 - .03 Preliminary selection of building systems and materials.
 - .04 Perspective sketch(es).
 - .05 Study model(s).
- 2.02 Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses and development of conceptual design solutions for:
 - .01 A predetermined structural system.
 - .02 Preliminary foundation plan.
- 2.03 Mechanical Design/Documentation services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 - .01 Heating, ventilating and air conditioning.
 - .02 Plumbing.
 - .03 Fire protection (backbone.)
 - .04 Special mechanical systems.

3 / SCOPE OF WORK

CITY OF MERCED POLICE DEPARTMENT

RFP FOR FACILITY NEEDS ASSESSMENT AND ARCHITECTURAL SERVICES

- .05 Process systems.
- .06 General space requirements.
- .07 Kitchen layout
- 2.04 Electrical Design/Documentation services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses and development of conceptual design solutions for:
 - .01 Power service and distribution.
 - .02 Lighting.
 - .03 Fire detection and alarms.
 - .04 Security systems.
 - .05 Communication systems.
 - .06 Special electrical systems.
 - .07 Emergency power system.
 - .08 General space requirements.
- 2.05 Civil Design/Documentation services consisting of development of conceptual design solutions for site components. Off-site areas, areas outside of the property line, city sidewalks, and areas within the public Right of Way are not included. Design solutions will be developed for the following:
 - .01 On-site utility exhibit.
 - .02 Fire department access exhibit.
 - .03 Drainage systems concept.
 - .04 Conceptual Grading exhibit.
 - .05 Stormwater management requirements.
 - .06 Limits of demolition delineation.
 - .07 Parking lot layout.
 - .08 Off-site work limited to curb cuts and curb returns only.
- 2.06 Landscape Design/Documentation services consisting of alternate materials, systems and equipment and development of conceptual design solutions for:
 - .01 Hardscape areas and materials.
 - .02 Plant palette and tree forms.
 - .03 Planting Plan.
 - .04 Grading.
- 2.07 Interior Design/Documentation services consisting of space allocations and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:
 - .01 Space planning, partition and furnishings' locations, and furniture and equipment layouts.
- .02 Material and color selections and coordination.
- .03 Adaptation of mechanical, electrical and other building systems to meet tenant needs.
- 2.08 Materials Research/Specifications service consisting of:
 - .01 Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
 - .02 Investigation of availability and suitability of alternative materials, systems and equipment.
- 2.09 Project Development Scheduling services consisting of reviewing and updating previously established Project Schedules or initial development of Project schedules (if not previously established) for decision-making, design, documentation, contracting and construction.
- 2.10 Statement of Probable Construction Cost services consisting of development of a probable construction cost range for the Project based on the most recent schematic design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.
- 2.11 Summary of Meetings:
 - .01 4 staff meetings.
 - .02 Presentation to Planning Commission.
 - .03 Presentation to City Council.
- 2.12 Summary of Deliverables:
 - .01 Schematic Design architectural, interior, structural, mechanical, plumbing and electrical for the building.
 - .02 Schematic Design for civil engineering, landscape and electrical site design.
 - .03 Project Schedule.
 - .04 Statement of Probable Construction Cost.
 - .05 Meeting Minutes.

3 - DESIGN DEVELOPMENT SERVICES

In the Design Development Phase, LPA shall provide those services designated necessary to prepare from the approved Schematic Design Documents, for approval by the City. The Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, maintenance

requirements and energy conservation. The following descriptions shall apply to those services.

- 3.01 Architectural Design/Documentation services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - .01 Plans, sections and exterior elevations.
 - .02 Typical construction details.
 - .03 Interior elevations.
 - .04 Final materials selections.
 - .05 Equipment layouts.
- 3.02 Structural Design/Documentation services consisting of continued development of the specific basic structural system(s) and Schematic Design Documents in sufficient details to establish:
 - .01 Final structural design criteria.
 - .02 Foundation and framing sizes.
 - .03 Lateral load resisting system.
 - .04 Critical coordination clearances.
 - .05 Outline Specifications of materials lists.
- 3.03 Mechanical Design/Documentation services consisting of continued development and expansion of mechanical Schematic Design Documents and development of Outline Specifications or materials lists to establish:
 - .01 Approximate equipment sizes and capacities.
 - .02 Preliminary equipment layouts.
 - .03 Required space for equipment.
 - .04 Required chases and clearances.
 - .05 Acoustical and vibration control.
 - .06 Visual impacts.
 - .07 Energy conservation measures.
 - .08 Refine kitchen equipment layout and list.
- 3.04 Electrical Design/Documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Outline Specifications or materials lists to establish:
 - .01 Criteria for lighting, electrical and communications systems.
 - .02 Approximate sizes and capacities of major components.
 - .03 Preliminary equipment and lighting layouts.
 - .04 Required space for equipment.
 - .05 Required chases and clearances.
- 3.05 Civil Design/Documentation services consisting of continued development and expansion of civil Schematic Design Documents and development of Outline Specifications or materials lists to establish the final scope and preliminary details for the specified areas.
- 3.06 Landscape Design/Documentation services consisting of continued development and expansion of landscape Schematic Design Documents and development of Outline Specifications or materials lists to establish final scope and preliminary details for landscape work.
- 3.07 Interior Design/Documentation services consisting of continued development and expansion of interior Schematic Design Documents and development of Outline Specifications or materials lists to establish the final scope and preliminary details relative to:
 - .01 Interior construction of the Project.
 - .02 Special Interior design features.
 - .03 Furniture, furnishings and equipment selections.
 - .04 Materials and finishes and colors.
 - .05 Audio visual system layouts.
- 3.08 Materials Research/Specifications consisting of:
 - .01 Assisting the City of Merced in preparation of General and Supplementary Conditions of the Contract for Construction.
 - .02 Development of Outline Specifications or itemized lists and brief form identification of significant materials, systems and equipment and their criteria and quality standards.
 - .03 Production of design manual including design criteria and Outline Specifications or materials lists.
- 3.09 Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.
- 3.10 Statement of Probable Construction Costs services consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost of the Project, taken into consideration:
 - .01 Availability of materials and labor.
 - .02 Project delivery procedures.
 - .03 Construction sequencing and scheduling.
 - .04 Changes in scope of the Project.
 - .05 Adjustments in quality standards.
- 3.11 Summary of Meetings:
 - .01 Six (6) staff meetings.
- 3.12 Summary of Deliverables:

3 / SCOPE OF WORK

CITY OF MERCED POLICE DEPARTMENT

RFP FOR FACILITY NEEDS ASSESSMENT AND ARCHITECTURAL SERVICES

- .01 Building Design Development drawings of architecture, interiors, structural, mechanical, plumbing and electrical design.
- .02 Site Design Development drawings of civil, landscape and electrical design requirements.
- .03 Outline specification.
- .04 Schedule update.
- .05 Statement of Probable Construction Cost.
- .06 Meeting Minutes.

4 – CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents Phase, LPA shall provide those services designated necessary to prepare, from the approved Design Development documents, for approval by the City of Merced, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. The following descriptions shall apply to those services:

- 4.01 Architectural Design/Documentation services Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- 4.02 Structural Design/Documentation services consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.
- 4.03 Mechanical Design/Documentation services consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.
- 4.04 Electrical Design/Documentation services consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
- 4.05 Civil Design/Documentation services consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project including the following:
 - .01 Demolition Plan.
 - .02 Horizontal Plan.
 - .03 Pavement Plan.
 - .04 Wet Utilities Plan.
 - .05 Final Grading Plan.
 - .06 Preparation of SWPPP.
 - .07 Preparation of Water Quality Management Plan.
 - .08 Specifications.
- 4.06 Landscape Design/Documentation services consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.
- 4.07 Interior Design/Documentation consisting of preparation of Drawings, Specifications and furnishings, furniture and equipment schedules based on approved Design Development documents, setting forth in detail the requirements for interior construction and for furniture, furnishings and equipment for the Project.
- 4.08 Materials Research/Specifications consisting of:
 - .01 Assistance to City of Merced in development and preparation of Bidding documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the City of Merced and Contractor(s).
 - .02 Assistance to the City of Merced in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).
 - .03 Development and preparation of Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - .04 Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.
- 4.09 Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.
- 4.10 Statement of Probable Construction Cost services consisting of advising the City of Merced of any adjustments to, and, when the Construction documents are approximately 90% complete, updating of the Design Development Phase Statement of Probable Construction Cost of the Project, taking into account:

- .01 Changes in materials, systems or details of construction which have occurred during preparation of the Construction Documents.
- .02 Known changes in the cost of materials, labor and services since preparation of the previous Statement of Probable Construction Cost.
- .03 Adjustments for known or anticipated changes in the bidding market relative to the Project.
- 4.11 Detailed Construction Cost Estimates services consisting of:
 - .01 Development, when the construction documents are approximately 90% complete, of a Detailed Estimate of Construction Cost based on quantity take-offs and unit cost pricing for materials, labor, tools, equipment and services required for the Work plus estimates for the Contractor's supervision cost, Work required by General and Supplementary Conditions, and an allowance for a reasonable Contractor's overhead and profit; or
 - .02 Continuous development during all phases of design and documentation, of an estimate of Construction Cost for the purpose of greater cost control; culminating in a Detailed Estimate of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.
- 4.12 Summary of Meetings:
 - .01 Six (6) staff meetings.
 - .02 Two (2) plancheck meetings.
 - .03 Presentation to Planning Commission.
 - .04 Presentation to City Council.
- 4.13 Summary of Deliverables:
 - .01 Building Construction Documents consisting of architecture, interiors, structural, mechanical, plumbing and electrical design.
 - .02 Site Design Development drawings of civil, landscape and electrical design requirements.
 - .03 Specification (Project Manual).
 - .04 Schedule update.
 - .05 Statement of Probable Construction Cost.
 - .06 Meeting Minutes.
- 4.14 Deliverables consisting of:
 - .01 Permit-ready construction plans and specifications.
 - .02 Detailed Construction Cost Estimate.

5 – BIDDING / NEGOTIATION PHASE SERVICES

In the Bidding Phase, LPA, following the City of Merced's approval of the Construction Documents and of the most

recent Statement of Probable Construction Cost, shall provide those services designated necessary for LPA to assist the City of Merced in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. In the case of phased construction, City of Merced may authorize bidding and/or negotiation of portions of the Work prior to completion of the Construction Documents Phase. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

- 5.01 Bidding Materials services consisting of organizing and handling Bidding Documents for:
 - .01 Coordination.
 - .02 Reproduction.
 - .03 Completeness review.
- 5.02 Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
- 5.03 Bidding/Negotiations services consisting of:
 - .01 Participation in pre-bid conferences.
 - .02 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
 - .03 Attendance at bid opening(s).
- 5.04 Analysis of Alternates/Substitutions services consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to receipt of Bids or proposals.
- 5.05 Deliverables consisting of:
 - .01 Bid documents.
 - .02 Addenda.

6 – CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

In the Construction Contract Administration Phase, LPA shall provide those services designated necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between the City of Merced and Architect for Designated Services. The following descriptions shall apply to those services:

- 6.01 Office Construction Administration services consisting of:

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CITY OF MERCED POLICE DEPARTMENT

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- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
 - a. Shop drawings and submittals review (limit two iterations per submittal) to be turned reviewed and returned in fifteen (15) days.
 - b. RFI's to be reviewed and returned in three (3) days.
- .02 Distribution of submittals to the City of Merced, Contractor and/or LPA's field representative, as required.
- .03 Maintenance of master file of submittals.
- .04 Related communications.
- 6.02 Construction Field Observation services consisting of visits to the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents, and preparing related reports and communications. Site visits are based on weekly meetings for 60 weeks of construction.
- 6.03 Quotation Requests/Change Orders services consisting of:
 - .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
 - .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
 - .03 Review and recommendations relative to changes in time for Substantial Completion.
 - .04 Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
- 6.04 Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the City of Merced, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
 - .01 A detailed review with the City of Merced's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor(s) of items to be completed or corrected.
 - .02 Determination of the amounts to be withheld until final completion.
 - .03 Issuance of Certificate(s) of Substantial Completion.
 - .04 Review upon notice by the Contractor(s) that the Work is ready for final review and acceptance.
 - .05 Notification to the City of Merced and Contractor(s) of deficiencies found in follow-up review, if any.
 - .06 Final review with the City of Merced's representative to verify final completion of the Work.
 - .07 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the City of Merced against liens.
 - .08 Issuance of final Certificate(s) for Payment.

7 - FURNITURE DESIGN AND MANAGEMENT SERVICES

In the furniture design and management phase of the project, LPA shall provide the following services necessary to design, negotiate and secure competitive pricing and services for the furniture items for the project.

- 7.01 Needs Assessment
 - .01 Meet with key representatives of the project to define goals for obtaining furniture for the project, including image, function budget and schedule.
 - .02 Discuss the strategies for obtaining furniture for the new space. Evaluations would include the pros and cons for Public bid vs. established government pre-bid contracts such as CMAS or US Communities.
 - .03 Prepare an initial overall project furniture budget and schedule for review and approval by the County.
 - .04 Review the work processes for all staff in more detail to assist LPA in designing typical workstation layouts that meet the functional needs of the County Facility.
 - .05 Deliverables - One meeting, milestone schedule, and budget.
- 7.02 Design and Bid Documentation Preparation
 - .01 Present private office and workstation images and ancillary furniture of the products from four major furniture vendors. Develop a strategy for bidding vendors that meet the design and budget intent of the groups.

- .02 Develop descriptive criteria for the furniture design intent for obtaining similar results in each of the competitive bids.
 - .03 Develop furniture setting plans for the entire project so the bidding dealers can understand the magnitude of the final scope.
 - .04 Assist in determining the criteria for Furniture Dealer selection, including initial and ongoing services, availability of products, installation capabilities, percentage off of list prices, etc.
 - .05 Deliverables - Two meetings,
 - a. Furniture Configuration drawings-8 1/2 x 11 (individual) and 30 x 42 (overall)
 - b. Furniture Image Package
 - c. Bid Documents including written and plan form.
- 7.03 Bid Process
- .01 Develop and distribute Requests for Proposals to qualified suppliers, on the Client's behalf, respond to questions and provide clarifications as necessary to secure comparable competitive bids.
 - .02 Analyze bids for completeness; compare qualifications, services and prices. Make a recommendation for award of contract.
 - .03 Deliverables - Bid analysis spreadsheet and award of dealer contract.
- 7.04 Private Office, Workstations and Ancillary
- .01 Finalize with the Client and the dealer the final configuration and specifications of these products.
 - .02 Select final finishes including fabrics, woods and paints to coordinate with approved color scheme. Dealer to provide a color board.
 - .03 Review dealer generated detailed furniture installation plans and sheet specifications for design intent. Coordinate power/data entry locations. Product numbers are to be verified with the dealer.
 - .04 Compare final costs for this product so as not to exceed the budget established.
 - .05 Detailed specifications are the Dealer's responsibilities.
- 7.05 Schedule Confirmation
- .01 Review dealer provided project schedule in coordination with the General Contractor's construction schedule and furniture acknowledgments.

- .02 Deliverables- Three Meetings with Dealer, marked up specifications, finish selections and power/data coordination

7.06 Installation Administration Services

- .01 Furniture Dealer shall coordinate with contractor for final delivery and installation dates, confirm access and establish installation procedures with the building owner.
- .02 Upon completion of installation, LPA shall attend a job walk to confirm completeness of installed FF&E items with the dealer. Dealer shall develop a corrective work list of missing items or corrective measures required.
- .03 Deliverables - One field visit

SUPPLEMENTAL SERVICES

ADDITIONAL SERVICES

In addition to the generally sequential services chronologically arranged and described in Phases 1 through 7, LPA shall provide supplemental services. These non-sequential services may be provided during a single Phase of services or during several phases. The following descriptions shall apply to those services upon written authorization from the City of Merced at an additional fee.

1. Survey/Base Map Preparation.

- .01 Aerial topographical survey and boundary delineation at 1:40 scale with one-foot contours based on Client-provided title report.
- .02 Supplement aerial survey with field survey to provide accurate design and ADA compliance or non-compliance.
- .03 Supplement aerial survey with field-verified boundary survey.
- .04 Field to verify and identify site features dimensionally on topographical survey.
- .05 Identify easements, setbacks, and site constraints such as high-tension power lines and setbacks, based on Client-provided title report.
- .06 Identify the grades and structures of neighboring properties within 100' (minimum) of Client's property.
- .07 Confirm potential flood plain issues.
- .08 Collect existing drawings from Client for all affected off-site improvements including streets, drainage, traffic signals, street lighting, etc. Provide drafting services to add additional information to Base Map.

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- .09 Overlay information onto an aerial photograph to 1:40 scale.
 - .10 Provide a minimum of two (2) survey control points and two (2) temporary benchmarks.
2. Geotechnical services includes the following scope and is limited to on-site building and structural elements:
 - .01 Site reconnaissance to evaluate on-site conditions with respect to the location of borings.
 - .02 Data review of available existing published geotechnical/geologic/ environmental data applicable to the project.
 - .03 Drilling, sampling and logging of a minimum of 10 bore holes in the proximity of the proposed building locations.
 - .04 Laboratory testing in accordance with applicable standards for moisture, direct shear, gradation, expansion index, permeability, r-value, and limited corrosion where and if required.
 - .05 Provide analysis and report to assist in the structural design of the project elements including pavement design, seismic restraint, and structural design of building slab, footings, site structures, site walls, and wall footings.
 - .06 Analysis and report to develop geotechnical design recommendations per 0.05 above.
 - .07 All off-site, street improvement and pavement requirements are not included.
 - .08 Identify fault zone location, compression test and boring samples, where applicable.
 - .09 Determine infiltration rates on-site at the locations specified by the civil engineer.
3. Special Studies services consisting of investigation, research and analysis of the City of Merced's special requirements for the Project and documentation of findings, conclusions and recommendations for Master Planning to provide design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project during the Construction Phase.
4. Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:
 - A given planning and design solution for the Project.
 - Alternative planning and design solutions for the Project.
- Selected systems, subsystems or building components proposed for the Project.
5. Value Analysis services consisting of the review during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the City of Merced.
6. Mock-up services relating to the construction of full-size or half-size details of components of the Project for study and testing during the design phases and consisting of:
 - Design and documentation for the required mock-up(s).
 - Management and coordination of pricing and contracting for mock-up services.
 - Construction administration of mock-up construction activities.
 - Arrangements for testing and monitoring performance of mock-up(s).
 - Administration of testing and monitoring services.
 - Review, analysis and reporting of results of testing and monitoring services.

ITEMS NOT INCLUDED IN THIS SCOPE OF SERVICES

The following are not included in this Scope of Services:

- Hydrology studies of off-site areas which are not tributary to the project site.
- Utility replacement and upgrade of underground facilities on public streets.
- Any consultant not specifically identified.
- Submittal and coordination with Caltrans, Fish and Game, Army Corps of Engineers, Flood Control or any agency other than the City or as specifically noted.
- Annexation of site into City, coordination with school district, noise/air quality studies, water rights, environmental studies, agency fees and permits (NPDES, excavation, flood control, etc.), property or ROW acquisitions, extraordinary requirements placed on the project by the governing agencies, revision to plans due to planning, layout or master plan changes, wetland investigation/mitigation, capital improvement program and/or finance plan.
- Traffic studies.
- Submittal(s) fees.
- Traffic Control Plans/Intersection Signal Design.

- Construction staking services and grade verifications.
- Boundary Survey.
- Record of Survey.
- ALTA/ASCM Land Title Survey.
- Off-Site Improvements.
- Utility line relocation or adjustments.
- Environmental/EIR or biological services.
- Fountain consultant and design.
- Aquatic facilities.
- Relocation or undergrounding of power lines.
- Easements: The abandonment, revising, or writing of easements is not included in this scope of work.
- Geotechnical services during design and construction are excluded.
- Acoustics.
- Hazardous materials studies.
- All street lighting, signalization, or temporary power design are excluded.
- Conditional Use Permit.
- Enhanced Commissioning.
- LEED certification and/or registration fees.
- Permit, Plan Check, testing or any agency fees.
- Rendering, flythrough, 3D graphics or other presentation, fund raising, or marketing material.
- Any item not specifically noted as included in the Scope of Services.
- Improvements to adjacent city streets are excluded.
- Off-site engineering includes all areas outside the property line.
- Special disciplines consultation services consisting of retaining, directing and coordinating the work of special disciplines consultants identified from the following list or any other sources not listed, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:
 - Acoustics.
 - Audio-Visual.
 - Communications.
 - Computer Technology.
 - Construction Management.
 - Dry Utilities.
 - Ecology.
 - Economics.
 - Editorial.

- Elevators/Escalators.
- Environmental.
- Fire Protection.
- Food Service/Kitchen Design.
- Geotechnical.
- Methane.
- Public Relations.
- Reprographics.
- Safety.
- Security Systems Design & Engineering.
- Soils/Foundations.
- Parking/Parking Structure.
- Transportation.
- Enhanced Commissioning Agent.
- Traffic Engineer.

STANDARD ASSUMPTIONS

The following are Scope of Services assumptions:

1. **CONSULTANTS:** The work of the aforementioned consultants is included as part of this Scope of Services and will be billed at their fee plus 25% for LPA's coordination.
2. **RESPONSIBILITIES:** LPA will be responsible for design and documentation of the site areas as stated on this Scope of Services. Signage, street work, and any other site related engineering or reports outside this scope of work shall be by others and are not included in this scope of work.
3. **DRY UTILITY COORDINATION:** The coordination and review of designs with any outside agency for compliance with code requirements and obtaining of any necessary approvals shall be by others.
4. **PROJECT PHASES:** This Scope of Services is based on the assumption that the project shall be installed in one phase. Additional phasing of the project shall require changes to the Construction Documentation, Bid Negotiation and Construction Administration phases of work. Additional work due to phasing of the project shall be considered as additional services.
5. **CONSTRUCTION DOCUMENTS:** The Construction Documents will be developed as one set of documents. The scope of work does not include a separate set of off-site improvements. If the Client requires a separate set of documents for off-site, etc., LPA will provide these drawings as an additional service.
6. **ELECTRICAL EXCLUSIONS:** Temporary power design is excluded.

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7. ENVIRONMENTAL: Studies for area wide traffic impacts, cultural resources, stream preservation or modification, soil mitigation or clean-up, oil operations, and sensitive habitat are not included in this proposal. It is anticipated that the Client has the existing studies required.
8. OFF-SITE: Off-site infrastructure is in place and adequate connection points for storm drain, water, and sewer are available at the project boundary (or on-site) to serve the proposed development. No studies of utilities beyond the limit of the site are included.
9. BOUNDARY: The boundary corners for the site have been established and monumented by others.
10. BASE MAPPING: Mapping will be based on available local agency vertical datum and assumed horizontal datum, unless specifically requested otherwise.
11. FLOOD PLAIN: The site is not located within the limits of a 100-year flood plain, and will not include any new regional drainage improvements. No on-site retention is anticipated.
12. RECORD DRAWINGS: As-Built Information is to be provided by the Contractor. Because the amount of such is unknown, any CADD Drafting services required by the Client can be provided as an additional service on an hourly basis.
13. FIELD SURVEY STAKING: Project General Contractor will provide all field survey staking, as-built survey and plans, and grading and wet utilities substantial conformance letter.
14. MEETINGS: Where the maximum number of meetings to be included in Architect's services is specified herein, Architect and architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services.
15. DELIVERABLES: The preceding description of services general outlines the activities associated with executing each phase of work. The necessity for, and the extent to which, the Architect and Architect's consultants must commit time and resources to any specific activity will vary depending on the needs of the project. Consequently, the description of services does not represent a comprehensive list of deliverables.
16. CONSULTATION AND COORDINATION: All consultations and coordination not associated with specific meetings shall be conducting at the sole discretion of the Architect and Architect's consultants, and only as necessary for the Architect and Architect's consultants to complete the professional services of this agreement.
17. DOCUMENTS: Documents described in the preceding description of services shall be provided, as appropriate, for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.
18. PROJECT CONTROL: The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for construction. Without in any way limiting the Architect's responsibilities and obligations under Title 21 of the California Code of Regulations or the Building Standards published by the ICBO (formerly Title 24 of the California Code of Regulations), the Architect shall not otherwise be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

CLIENT RESPONSIBILITIES

1. APPROVAL: The Client's verbal request to commence each task constitutes approval of prior work. Changes in subsequent work will be considered additional services, documented and billed on an hourly basis.
2. ADDITIONAL SERVICES: Tasks not included in this Scope of Services, but requested by the Client shall be identified as such and billed at an hourly rate, unless a detailed Scope of Services proposal is requested.
 - .01 SCOPE ADJUSTMENT: If there is an adjustment in schedule, scope, and budget, this will result in an additional service.
 - .02 BILLING/PAYMENT: LPA shall invoice the Client monthly for a percentage of the work completed consistent with the terms of the Contract.

Payment is due thirty (30) days from the date of the invoice. LPA shall stop all current work, and notify the Client if payment is not received within thirty (30) days.

provided by the Client and is not a part of this scope of work.

.03 SPECIFICATIONS: The Client shall provide the Standard General Conditions, Special Conditions, and Bidding Instructions.

3. CONSTRUCTION CONTINGENCY: Due to the unique nature of this facility and the fact that this prototype has never been built before, it is standard practice that the City of Merced carry a 5% contingency to cover unexpected and unforeseen occurrences that may arise during construction.

.01 FEES: The Client shall pay all government fees, permits, assessments, etc.

.02 SURVEY: Client to provide an accurate topographical survey, including legal boundaries, spot elevations, existing utilities, existing and proposed improvements and easements.

.03 TITLE REPORT: Client to provide a recent Title Report that shows the recorded property boundary along with easements and any other special provisions.

.04 BASES: Client to provide accurate, appropriately scaled base sheets directly useable without redrawing to develop planning base sheets; bases shall show existing curbs, utilities, and existing and proposed improvements.

.05 GEOTECHNICAL ENGINEERING: The Client shall provide a geotechnical report from which all structural information shall be based.

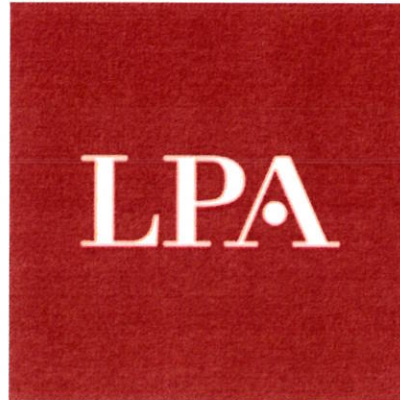
.06 SOIL FERTILITY TEST: The Client shall provide a soils test and analysis with recommendations for amendment by a soils testing laboratory prior to the commencement of Design Development.

.04 SPECIFICATIONS: The Client shall provide the Standard General Conditions, Special Conditions, and Bidding Instructions.

.07 TRAFFIC ENGINEERING: The Client shall provide a current traffic engineering study.

.08 ENVIRONMENTAL: Studies for area-wide traffic impacts, cultural resources, stream preservation or modification, soil mitigation or clean-up, oil operations, and sensitive habitat are not included in this proposal. It is anticipated that the Client has the existing studies required.

.09 DEMOLITION: This proposal assumes the demolition of existing improvements will/(will not) be a part of these documents. Hazardous materials investigation and report shall be



**TENTATIVE
TIME OF PERFORMANCE**

**MERCED POLICE HQ
NEEDS ASSESSMENT**

EXHIBIT B

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	<div> <div> <div>December 2018</div> <div>13 18 23 28</div> </div> <div> <div>January 2019</div> <div>7 12 17 22 27</div> </div> <div> <div>February 2019</div> <div>6 11 16 21 26</div> </div> <div> <div>March 2019</div> <div>5 10 15 20 25</div> </div> <div> <div>April 2019</div> <div>4 9 14 19 24 29</div> </div> <div> <div>May 2019</div> <div>3 8 13 18 23 28</div> </div> </div>
1	★	Task 1 Data Gathering	27 days	Wed 1/23/19	Thu 2/28/19		
2	★	City Gathers Background Data	5 days	Wed 1/23/19	Tue 1/29/19		
3	★	Kick-Off Meeting	1 day	Wed 1/30/19	Wed 1/30/19		
4	★	Review of Data Submitted	4 days	Thu 1/31/19	Tue 2/5/19		
5	★	Prepare & Submit Questionnaires	5 days	Mon 1/28/19	Fri 2/1/19		
6	★	Benchmark Tours	1 day	Wed 2/6/19	Wed 2/6/19		
7	★	Review of Returned Questionnaires	16 days	Fri 2/1/19	Fri 2/22/19		
8	★	Workshop #1 - (3 Day) On-Site Interviews	3 days	Tue 2/26/19	Thu 2/28/19		
9	★	Task 2 Data Synthesis	8 days	Fri 3/1/19	Tue 3/12/19		
10	★	Develop Data (from workshops & questionnaires)	8 days	Fri 3/1/19	Tue 3/12/19		
11	★	Task 3 Documentation	16 days	Wed 3/13/19	Wed 4/3/19		
12	★	Prepare Draft Facility Needs Assessment	10 days	Wed 3/13/19	Tue 3/26/19		
13	★	Presentation of Draft Facility Needs Assessment	1 day	Wed 3/27/19	Wed 3/27/19		
14	★	Revise Draft Facility Needs Assessment	5 days	Thu 3/28/19	Wed 4/3/19		
15	★	Finalize Facility Needs Assessment	1 day	Wed 4/3/19	Wed 4/3/19		
16	★	Task 4 Site Analysis	35 days	Thu 4/4/19	Wed 5/22/19		
17	★	Kick-Off Site Evaluation Meeting	1 day	Wed 4/10/19	Wed 4/10/19		
18	★	Develop Site Test Fit Options	10 days	Thu 4/11/19	Wed 4/24/19		
19	★	Presentation of Site Evaluation Options	1 day	Wed 4/24/19	Wed 4/24/19		
20	★	Revise Site Assessment Options	5 days	Wed 4/24/19	Tue 4/30/19		
21	★	Community Outreach Workshop	1 day	Wed 5/1/19	Wed 5/1/19		
22	★	Develop Cost Estimate	15 days	Thu 5/2/19	Wed 5/22/19		
23	★	Final Presentation to the City	1 day	Wed 5/22/19	Wed 5/22/19		
Project: Merced Police Facility N Date: Mon 12/17/18							<div> <div> <div>Start-only</div> <div>Finish-only</div> <div>External Tasks</div> <div>External Milestone</div> </div> <div> <div>Deadline</div> <div>Progress</div> <div>Manual Progress</div> </div> </div>

FEE PROPOSAL

CITY OF MERCED POLICE DEPARTMENT

RFP FOR FACILITY NEEDS ASSESSMENT AND ARCHITECTURAL SERVICES



FEE PROPOSAL

PROPOSED COMPENSATION

The following is the proposed compensation for the Scope of Services identified. The total dollar amount for the Facilities Needs Assessment shall be a fixed fee of \$155,000. Based upon the findings and outcome of the Facilities Needs Assessment, the fee for Tasks 2-7 shall be a fixed fee based upon the estimated total construction value of the project. The fixed fee shall be a mutually agreed upon amount ranging between 7.5% and 9.5% of the total construction value.

Task 1:

1 - Needs Assessment	\$155,000
Reimbursable Allowance	\$10,850

TOTAL FEES (Task 1) \$165,850

Tasks 2-7:

7.5% - 9.5% of estimated total construction value

- 2 - Schematic Design
- 3 - Design Development
- 4 - Construction Documents
- 5 - Bidding / Negotiation Services
- 6 - Construction Contract Administration
- 7 - Furniture Design and Management

TOTAL FEES (Tasks 2-7) TO BE NEGOTIATED

Reimbursable Allowance TBD

Reimbursable Expenses are in addition to compensation and typically run approximately 7% of a total project fee. They include costs for reproduction, plotting, express mailing, delivery charges, mileage, travel and overhead on consultant invoices.

Supplemental Services: Due to the unknown nature of the requirements for supplemental services such as renderings, models, promotional material, 3D graphics, or other related material, no specific fee has been identified. Fees may be provided by LPA, as requested by the City and pending clarification of the deliverables.

BASIC HOURLY RATE SCHEDULE

Principal	\$250.00
Director	\$225.00
Discipline Director	\$215.00
Project Director	\$195.00
Project Leader	\$175.00
Manager	\$145.00
Design Coordinator II	\$150.00
Senior Specialist	\$120.00
Design Coordinator I	\$125.00
Designer III	\$115.00
Designer II	\$100.00
Specialist	\$80.00
Designer I	\$90.00
Intern	\$70.00

Note: These rates are effective July 1, 2018 and are subject to change annually.

CONTRACT CLARIFICATION

LPA has reviewed the City's proposed Agreement for Professional Services and contract indemnification language and finds it generally acceptable with some minor clarifications to conform with LPA's professional liability policies and Section 2782.8 of the California Civil Code. However, we do reserve the right to negotiate the final agreement terms and conditions subsequent to fully understanding the project-specific scope. In terms of indemnification, LPA will agree that the Consultant's obligation to indemnify for acts of professional negligence does not include the obligation to defend actions or proceedings brought against the City, but rather to reimburse the City for attorney's fees and costs incurred by the City in defending such actions or proceedings brought against the City to the extent caused by the Consultant; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the City or of other third parties not under the supervision or control of the Consultant. In addition to the indemnification in Article 9, there are other areas within the proposed agreement that will require further routine negotiations best facilitated in direct dialogue with the City within the project-specific context.

EXHIBIT C



ADMINISTRATIVE REPORT

Agenda Item H.6.

Meeting Date: 1/22/2019

Report Prepared by: Joey Chavez, Director of Parks and Community Services

SUBJECT: Approval of Three-Year Lease Agreement with Seth Rossow for 24.5 Acres Located at Mission Avenue and Tyler Road (CP-42) in the Amount of \$730.00 Per Year

REPORT IN BRIEF

Considers approving a three-year lease agreement with Seth Rossow for 24.5 acres located at Mission Avenue and Tyler Road (CP-42) for \$730.00 per year.

RECOMMENDATION

City Council - Adopt a motion approving the lease agreement with Seth Rossow; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2018-19 Adopted Budget.

DISCUSSION

In December 2014, the City of Merced entered in a lease agreement with Seth Rossow to use 34.57 acres of property located at Mission Avenue and Tyler Road (CP-42) for agricultural use. The agreement was later amended in 2015 to reduce the rate charged for the land in response to the drought conditions on the property. In 2017 the lease agreement was amended again to reduce the acreage available for lease from 34.57 acres to 24.5 acres to accommodate the development of a much-needed well site.

The City of Merced will use a portion of the 10 acres that were reduced from the original lease agreement for development of Well Site #20. The CP-42 property will ultimately be developed into a

sports park/soccer complex and the completion of the well site is integral to construction of the park. The remainder of the 10 acres will be used for the required retention basin that is being turned into a soccer field as part of the well site development agreement. Well Site #20 is tentatively scheduled to go to bid in late spring of 2019, with construction to start in the summer.

Mr. Rossow is aware of the future plans to construct the well and eventually develop the land into soccer fields and the City has worked closely with him to ensure that development of the park does not interfere with his scheduled crops. Staff will continue to communicate any changes in plans for the property in a timely manner with Mr. Rossow.

Due to the delay in development of the well site, a three-year lease agreement was settled upon by both parties.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed. Revenue received is budgeted for as part of the FY 2018/19 Parks and Recreation Budget.

ATTACHMENTS

1. Lease Agreement
2. Maps

LEASE AGREEMENT (Agricultural Use)

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the City of Merced, a California Charter Municipal Corporation, hereinafter called "Lessor", and Seth Rossow, whose address of record is 7745 Sandy Mush Road, Merced California 95341, hereinafter called "Lessee", subject to the following terms and conditions:

1. **LEASED PREMISES.** For and in consideration of the payments, terms, conditions and covenants as hereinafter set forth, Lessor hereby leases to Lessee and Lessee leases from Lessor, subject to the terms and conditions in this Lease, all that certain real property generally located on the northwest corner of Mission Avenue and Tyler Road, commonly known as 887 South Tyler Road in the County of Merced, State of California, APN 259-130-017, consisting of approximately 24.5 acres, more fully described in Exhibit "A" and shown in Exhibit "B," both attached hereto and incorporated herein by reference (the "Premises").

2. **RENT.** Lessee agrees to pay to Lessor the following rent:

\$735.00 per year (\$30.00 per acre)

Said rent shall be due and payable on or before the twentieth (20th) day of November of each year, beginning on November 20, 2018.

3. **TERM.** The term of this Lease shall commence on November 20, 2018, and shall continue for a period of three (3) years to and including November 19, 2021.

4. **PURPOSE.** Use of the Premises is strictly limited to farming and agricultural activities only, and for no other purpose. Under no circumstances shall the Premises, or any portion thereof, be used for growing cotton, or cultivating cannabis or industrial hemp. Lessee agrees and acknowledges that non-compliance with this paragraph is a material breach of this Lease. Lessor shall have the right to enter on said premises at all reasonable times for the purpose of inspection.

5. **CARE AND MAINTENANCE.** Lessee shall care for, replace, maintain, and repair the Premises and all appurtenances thereto, including but not limited to all fences, wells, pumps, pipes, ditches, and roadways, in a good condition, and reasonably free from noxious weeds and grasses.

6. **ASSIGNMENT AND SUBLETTING.** Lessee is prohibited from assigning or subletting his interest in said property.

7. **LIABILITY.** Lessee agrees that it will hold Lessor harmless from and indemnify and defend Lessor against any and all claims, causes of action, or any other liability whatsoever because of personal injury to any person or property damage because of the use or occupancy of the premises by Lessee and, in this regard, Lessee, at his own cost and expense, shall provide and keep in full force and effect a policy or policies of public liability insurance in the amount of One Million Dollars (\$1,000,000.00) naming the "City of Merced and its officers, officials, agents and employees" as additional insured parties. Lessee shall provide Lessor with a certificate of insurance which shall include a thirty (30) day notice of cancellation to Lessor.

8. **CANCELLATION.** Lessor may terminate this Lease for any reason by giving Lessee ninety (90) days written notice. The Lessee has been informed and is aware that Lessor has plans to eventually turn the Leased Premises into a sports complex and that there is a possibility that the construction of this project could begin before the expiration of the Lease term. In the event Lessor terminates the Lease before the expiration of the Lease term for the purpose of constructing the sports complex, Lessor agrees to work with Lessee to provide him an additional reasonable amount of time, if necessary, to finish growing and harvesting any row, hay or grass crops planted on the Premises at the time the written termination notice was given.

9. **SURRENDER.** Lessee agrees that it will peacefully surrender possession of the Premises to Lessor at the expiration of this Lease, or earlier upon no less than ninety (90) calendar days of written notice from Lessor that Lessor requires the Premises for its exclusive use, whichever first occurs, free and clear of all liens and encumbrances made, done, or suffered by the Lessee, in as good condition as reasonable wear and tear will permit; provided that damage by fire, acts of God, the elements, the exploration and development of oil, gas, or other minerals, and other causes beyond the reasonable control of the Lessee are excepted. Lessee shall ensure that all crops and other vegetation are removed

when the Premises is surrendered. In the event Lessee surrenders possession of the Premises due to Lessor's need to use the Premises exclusively prior to the expiration of this Lease, Lessor shall refund any rent paid for the remainder of the year to Lessee on a *pro-rata* basis.

10. **DEFAULT.**

a. In the event Lessee shall default in the payment of any sums when due hereunder, or shall default in the performance of any other covenant required to be kept by Lessee hereunder, and such default shall continue for a period of thirty (30) days after notice thereof from Lessor to Lessee, or if Lessee shall make an assignment for the benefit of creditors or be adjudged bankrupt, Lessor shall have the right to immediately terminate this agreement, and in the event of such termination, Lessee shall have no further rights hereunder and shall have no further claims thereto.

b. In the event of termination for default or unsatisfactory performance by the Lessee, the Lessor shall have the right (unless otherwise specified in the termination notice), at once and without further notice to the Lessee, or surety, to enter and take possession of the leased premises without being liable for prosecution or to any claim for damages therefor. Upon such termination by the Lessor, all rights, powers and privileges of the Lessee shall cease, and the Lessee shall immediately vacate any and all space occupied by him under this agreement, and shall make no claims of any kind whatsoever against the Lessor, its agents or representatives, by reason of such termination, or any act evident thereto.

c. In the event of abandonment of the leased premises, or any portion thereof, or discontinuance of the Lessee's business operations or required services, or any portion thereof, Lessor shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it is necessary for Lessor to remove same from the premises for storage or disposal.

d. In the event of breach of this agreement by Lessee, Lessor shall be entitled to all rights and remedies provided by law in addition to the specific remedies pertinent herein.

11. **OWNERSHIP OF IMPROVEMENTS.** All improvements, wells, pumps, and other facilities placed on the Premises by Lessee after the execution of this Lease shall be and remain the property of Lessee so long as this Lease is in

effect, but shall become the property of Lessor upon the termination of the Lease. All improvements and properties, personal and real, which existed on the Premises prior to the execution of this Lease shall remain property of the Lessor.

12. **ALTERATIONS OR IMPROVEMENTS.** Lessee shall not make, or permit to be made, alterations or improvements of any kind to the Premises without first obtaining Lessor's written consent, which shall not be unreasonably withheld when said alterations or improvements are necessary to carry out the purposes for which the Premises are leased. Ownership of and the right to remove additions or improvements to the Premises shall be governed by Paragraph 11 above.

13. **TAXES.** Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest.

Lessee further agrees to pay, without the right to deduct from rental fees provided herein, any and all property taxes, if any, assessed during the term of this Lease against Lessee's possessory interest in the leased premises.

Lessee further agrees to pay, without right to deduct from rental fees provided herein, any and all personal property taxes assessed against his property on said leased premises, and such portion of any real property taxes as may be levied against improvements by Lessee and erected upon said leased premises.

14. **UTILITIES.** Lessee agrees to provide at his sole cost and expense any utilities he uses on said premises.

15. **CONDITION OF THE PREMISES.** Lessor makes no covenant or representation regarding the condition of the Premises. Lessee is aware of the quality of the water and soil available to the Premises including any limitations on the quantity of water. Lessee accepts the Premises in its AS IS CONDITION, and acknowledges that no promises have been made by Lessor about the Premises regarding its profitability for farming, the availability of water or other items necessary to conduct a farming operation on the Premises or the suitability of the Premises for a farming operation. Lessee has made its independent determination regarding these issues to the extent that it feels necessary to do so.

16. **ENVIRONMENTAL.** Lessee shall be responsible for fuel, oil, chemical or other spills and shall not dispose or discharge hazardous or other waste on the leased Premises, and shall be responsible for any of its negligent acts, and within the confines of the leased Premises shall monitor such as is required by law and regulations of the state or federal government. Lessee agrees that Lessee will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any applicable law or regulation. Lessee shall indemnify, protect, defend, and hold Lessor and the officers, employees, agents, successors, and assigns harmless from and against any and all claims, demands, proceedings, causes of action, damages, liabilities, losses, costs, and expenses, including, without limitation, attorneys' and consultants' fees, costs, and expenses arising out of or resulting from any and all of the above, whether or not labeled environmental pollution and/or contamination of soil or water. The foregoing indemnity is intended to operate as an indemnity agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, defend, hold harmless, and indemnify Lessor from liability.

Lessee agrees not to store or apply any fertilizer, pesticide, chemical or other foreign substance, except those substances (and quantities) approved by the United States Department of Agriculture, by the California Department of Food and Agriculture and by any other applicable governmental agency ("Approved Substances") on the Premises or any crops growing thereon. The use of Approved Substances by Lessee shall be in strict conformity with all applicable laws, rules and regulations and with the manufacturer's instructions respecting the manner and timing of application and with all legal requirements. Approved Substances used by Lessee shall not be used in such a fashion as to impact any property other than the Leased Premises. Lessee shall maintain records in accordance with sound business practices and all pertinent governmental regulations concerning the date, time, place, quantity, kind and method of application of all such Approved Substances utilized by Lessee on the Leased Premises and shall furnish to Lessor true and correct copies thereof upon request and upon termination of the Lease.

17. **NOTICES.** Any notice or communication to the Lessor or Lessee shall be deemed validly served upon deposit in the United States mail, registered and proper postage prepaid, addressed to the respective party at the address either party may designate to the other by notice in accordance with the provisions hereof. A copy of the notice shall also be provided to the following:

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

18. **MODIFICATION.** This Lease shall not be modified except by a writing signed by all parties.

19. **WAIVERS.** Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

20. **ATTORNEY'S FEES.** In the event of any litigation between the parties to enforce, protect or establish any right or remedy under this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees. Judicial arbitration is an action or proceeding for the purpose of this provision.

21. **OTHER TERMS.** The Lessor reserves the right to stockpile organic materials (leaves and wood shavings) on a portion of the land that is not rentable to Lessee. Lessee is responsible for the proper use or disposal of all organic matter generated by Lessor and remaining on site at the time of this Lease. Cost of said use or disposal shall be solely the responsibility of the Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed on the day and year first above written.

LESSOR:
CITY OF MERCED
A California Charter Municipal
Corporation

By: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kelly C. Turner 11/9/18
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

LESSEE:

BY: Seth Rossow
Seth Rossow

Taxpayer I.D. No. [REDACTED]

ADDRESS: 7745 East Sandy Mush
Merced, CA 95341

TELEPHONE: [REDACTED]

FAX: _____

E-MAIL: s [REDACTED]

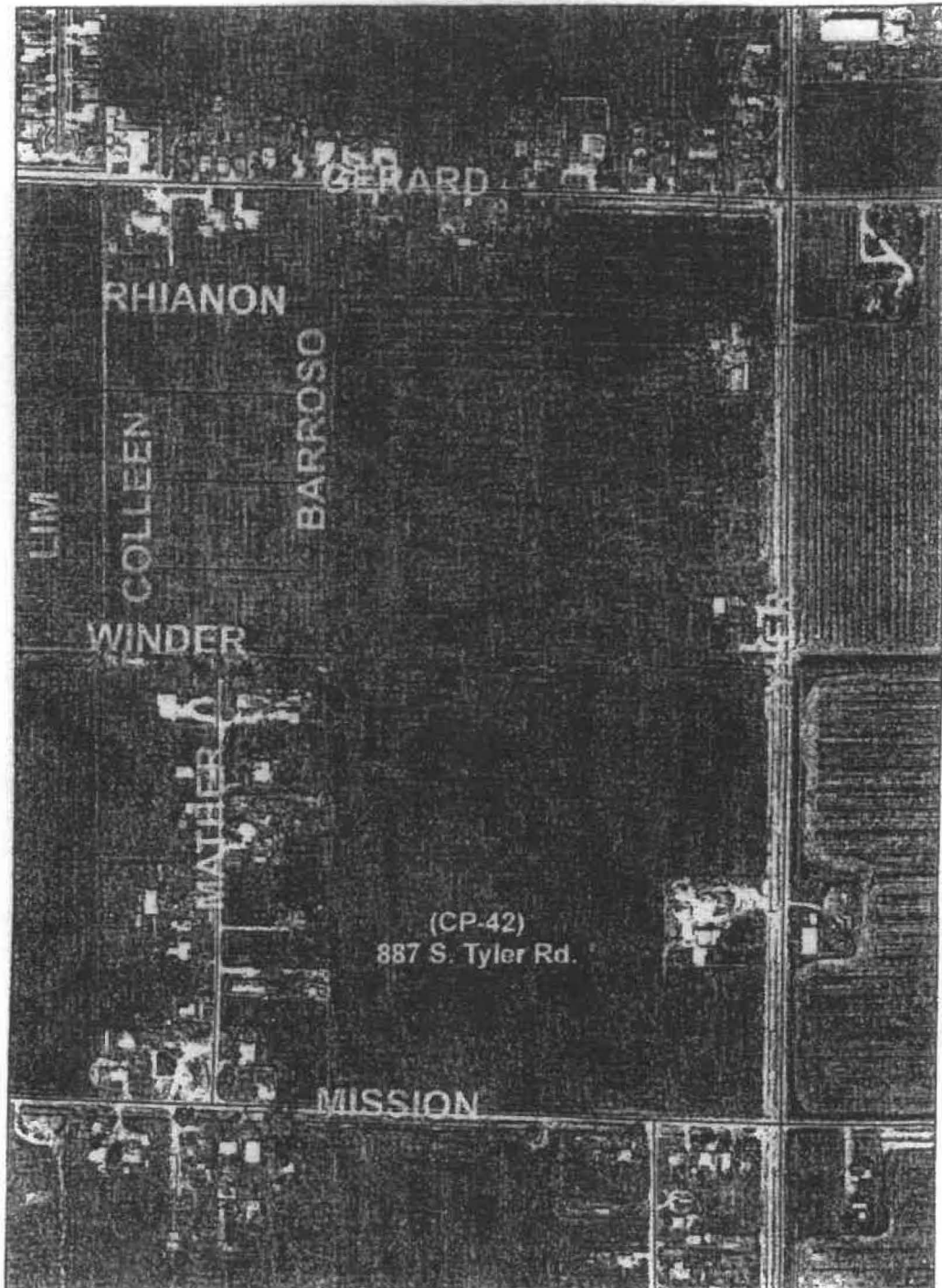
EXHIBIT A

That certain real property situated in a portion of Section 31, Township 7 South, Range 14 East, M.D.B. & M., City of Merced, County of Merced, State of California, being more particularly described as follows:

Lots 208 and 209 as shown on Map entitled "MAP OF MERCED COLONY", recorded in Book 4 of Official Maps, Pages(s) 24 Merced County Records.

EXCEPTING THEREFROM and undivided one-half interest is all oil, gas and /or mineral in and under said lands, which are expressly reserved, together with the right to enter on the above described lands and take all the usual, necessary or convenient means to bore wells, make excavation and remove all the oil, gas, and/or minerals herein reserved, and found thereon, as reserved by recorded Deed Recorded February 3, 1937 in Volume 526, Page 431, Merced County.

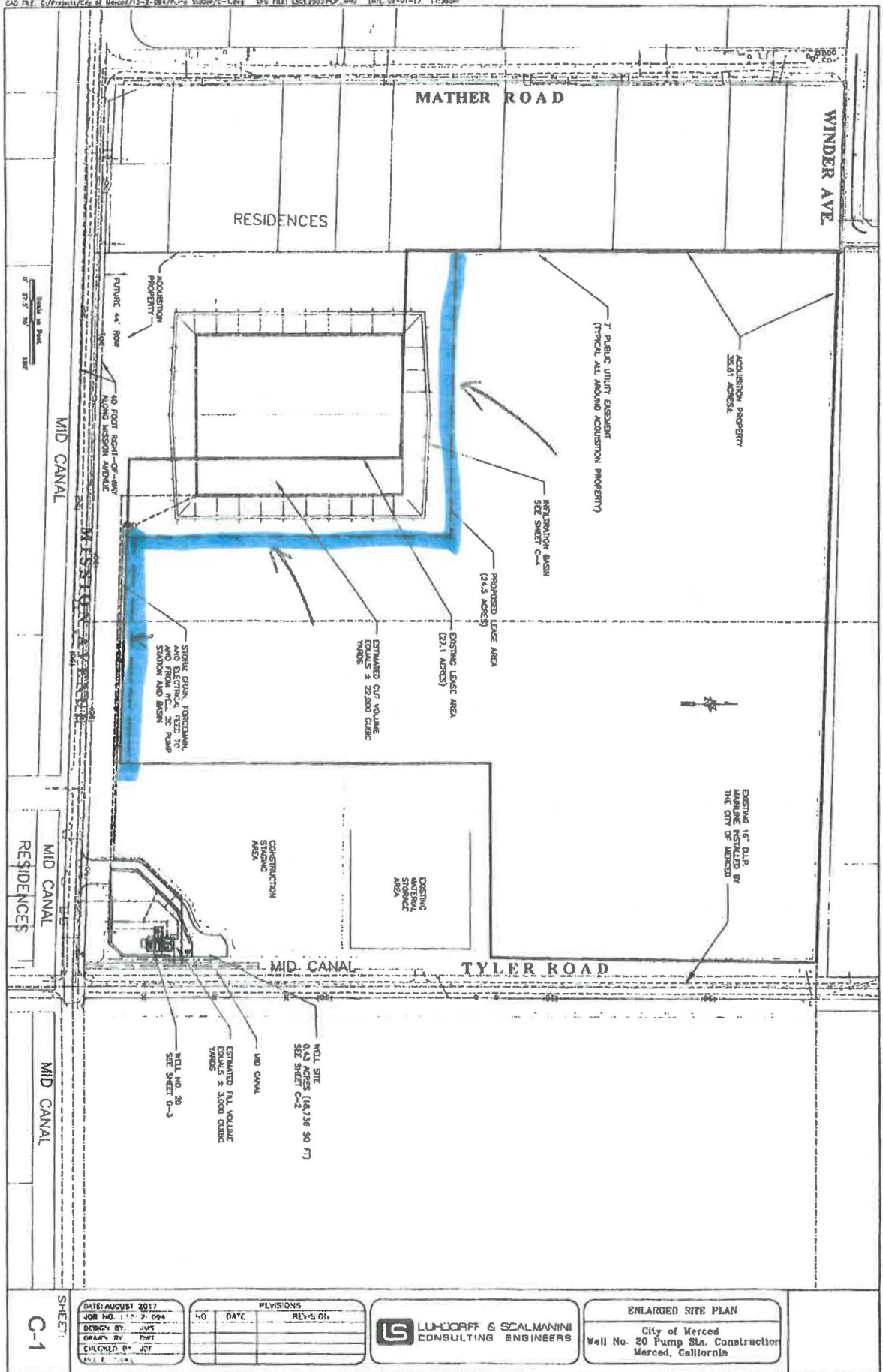
City of Merced (CP-42)
867 South Tyler Rd.



JCM July 26, 2007



EXHIBIT B





ADMINISTRATIVE REPORT

Agenda Item H.7.

Meeting Date: 1/22/2019

Report Prepared by: Phaedra A. Norton, City Attorney

SUBJECT: Approval of First Amendment to the Agreement for Legal Services With Sloan, Sakai, Yeung & Wong, LLP for the Not to Exceed Amount of \$85,000

REPORT IN BRIEF

Considers approving a first amendment to agreement for legal services with Sloan, Sakai, Yeung & Wong, LLP for the not to exceed amount of \$85,000.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving the first amendment to the agreement for legal services with Sloan, Sakai, Yeung, & Wong, LLP; and,
- B. Authorizing the City Manager or Assistant City Manager to execute the agreement and any necessary documents; and,
- C. Authorizing the Finance Officer to make any necessary budget adjustments.

ALTERNATIVES

- 1. Approve as recommended by staff; or,
- 2. Approve, subject to modifications as conditioned by the City Council; or,
- 3. Refer to staff for reconsideration of specific items; or,
- 4. Deny.

AUTHORITY

City of Merced Charter, section 200.

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

In October 2017, the City entered into a legal services agreement with the law firm Renne, Sloan, Holzman and Sakai, Public Law Group for employment related legal services in an amount not to exceed \$30,000. The majority of the services performed were from approximately October 2017 through approximately July 2018. The costs incurred are approaching \$85,000 and exceed the

delegated authority of \$30,000 from the City Council. In addition, in May 2017, the firm changed its name to Sloan, Sakai, Yeung & Wong, LLP.

This amendment is necessary to update the firm name and to obtain authorization from the City Council to pay the invoices for services performed that exceeded \$30,000.

IMPACT ON CITY RESOURCES

This amendment will be funded by the City Attorney and Police Departments. Funding is available within the fiscal year 2018-19 budget.

ATTACHMENTS

1. First Amendment to Agreement for Legal Services

**FIRST AMENDMENT TO AGREEMENT
FOR LEGAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Sloan, Sakai, Yeung & Wong, LLP, ("Firm") whose address of record is 555 Capitol Mall, Suite 600, Sacramento, CA 95814.

WHEREAS, Firm, under the name of Renne, Sloan, Holtzman & Sakai, Public Law Group, and the City previously entered into an Agreement for Legal Services ("Agreement") dated October 26, 2017; and

WHEREAS, City and Firm desire to amend said Agreement to provide for the name change of the Firm; and,

WHEREAS, the parties desire to increase the contract amount to a total maximum amount of \$85,000.

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

1. The Agreement dated October 26, 2017, between the City and Firm shall be amended to reflect the change of the Firm to Sloan, Sakai, Yeung & Wong, LLP.
2. The amount of the Agreement shall not exceed \$85,000.
3. Except as herein amended, the Agreement dated October 26, 2017, shall remain in full force and effect.

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kelly Turner 10-2-18
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

SLOAN, SAKAI, YEUNG & WONG, LLP.

BY: [Signature]
Printed Name: Tim Yeung

Taxpayer I.D. No. 73-1700480

ADDRESS: 555 Capitol Mall, Ste. 600
Sacramento, CA 95340

TELEPHONE: (916) 258-8800



ADMINISTRATIVE REPORT

Agenda Item H.8.

Meeting Date: 1/22/2019

Report Prepared by: Ken Elwin, Director of Public Works, Public Works Department

SUBJECT: Approval of the Creation of a Capital Improvement Project for Main Street from M Street to N Street to Include Pavement Reconstruction and Storm Drain Line Improvements

REPORT IN BRIEF

Considers approving the creation of a new Capital Improvement Project on Main Street from M Street to N Street to include pavement reconstruction and storm drain line improvements. It is estimated that the improvements will cost approximately \$300,000 and anticipated that the improvements will be paid for with Measure V funds.

RECOMMENDATION

City Council - Adopt a motion authorizing staff to create a Capital Improvement Project for Main Street from M Street to N Street to include pavement reconstruction and storm drain line improvements.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to modifications as conditioned by City Council; or,
3. Refer to staff for reconsideration of specific items; or,
4. Deny.

AUTHORITY

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

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

Within the last four months, the City completed an analysis of all City streets. Based on the analysis, all of the streets within city limits were given a pavement condition index rating from 0 to 100, where 0 is identified as dirt road and 100 is identified as new asphalt street. Main Street from M Street to N Street has a pavement condition index of 35, which is considered to be a street in very poor condition.

In addition, the downtown area has a limited storm drainage system that is able to transport storm runoff which can cause isolated flooding in the downtown after a major storm event. Currently, the

storm drainage system on Main Street from M Street to N Street needs to be improved. M Street can flood after a major storm event until the storm water is able to be conveyed utilizing the existing gutter system. To resolve this issue, new storm drainage system with a new inlet needs to be installed from the terminus of the existing storm drainage system at M Street and Main to N Street.

During the installation of the storm drainage system, portions of Main Street will require reconstruction. For this reason, reconstruction of Main Street would not take much effort. Since Main Street is identified by the recent pavement survey as being in poor condition, it is proposed that Main Street be reconstructed from N Street to M Street.

The engineer's estimate for this project is \$300,000.

Staff recommends that Council approve the creation of a new Capital Improvement Project on Main Street from M Street to N Street.

IMPACT ON CITY RESOURCES

Funding for this project will come from the City's allocation of Measure V in the estimated amount of \$300,000.

ATTACHMENTS

1. Vicinity Map



City of Merced
"Gateway to Yosemite"
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

MAIN ST RECONSTRUCTION FROM N ST TO M ST

DR. BY: ----
DATE: 12/28/18
CH. BY: ##
DATE: 5/9/08
File No. XX

SCALE: AS SHOWN



ADMINISTRATIVE REPORT

Agenda Item H.9.

Meeting Date: 1/22/2019

Report Prepared by: Ken Elwin, Public Works Director, Public Works Department

SUBJECT: Ratification of Grant Application for Three Congestion Mitigation and Air Quality Improvement Program Projects for a Total Amount of \$1,661,529.27

REPORT IN BRIEF

Ratify grant application for three (3) Congestion Mitigation and Air Quality Improvement Program (CMAQ) projects at various locations within the City limits of Merced for a total amount of \$1,661,529.27.

RECOMMENDATION

City Council - Adopt a motion ratifying the grant application for three Congestion Mitigation and Air Quality Improvement Program (CMAQ) projects grants at various locations within the City.

ALTERNATIVES

1. Approve, as recommended by staff;
2. Deny; or,
3. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY

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

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

The Congestion Mitigation and Air Quality Improvement Program (CMAQ) is a federal transportation program with the primary goal of improving air quality and reducing congestion that is administered locally by Merced County Association of Governments (MCAG). CMAQ provides funding for transportation projects or programs that will contribute to attainment or maintenance of the National Ambient Air Quality Standards for ozone, carbon dioxide, and particulate matter (PM) of both PM10 (coarse particles) and PM2.5 (fine particles). Since the Merced County Region has been designated as nonattainment for ozone and PM2.5, and attainment for PM10, MCAG received approximately \$3 million dollars of apportioned CMAQ funding. The federal funding that has been apportioned to MCAG and must be utilized for projects that are transportation related. Per the California Air Resources Board, the projects must generate an emission reduction and cost-effectiveness calculation. Projects that are eligible for CMAQ include:

1. Transit Capital/Improvements/Management systems;
2. Ridesharing, carpooling, and vanpooling;
3. Active Transportation (bicycle and/or pedestrian) projects. The project must be for new facilities only. Any repairs, maintenance, or upgrade of existing facilities are not eligible for this grant;
4. Certain traffic flow improvements, i.e. roundabouts, auxiliary lanes, signal synchronizations.

On top of the CMAQ project eligibility, additional consideration will be granted to areas that are considered disadvantaged communities as identified in the CalEPA map (see Attachment 1).

Based on the requirements of the grant and additional considerations for disadvantaged communities, Staff was able to identify three (3) locations that are appropriate for the grant that will either connect gaps in existing sidewalk networks or construct new sidewalks in the locations outlined below:

1. Construction of a 5' wide sidewalk along 7th Street and 8th Street from Linda Lane to West; Linda Lane from Lopes Avenue to 7th Street for an amount of \$497,178 (see Attachment 2),
2. Construction of a 5' wide sidewalk along South R Street, South S and South T Street from Childs Avenue to Stuart Drive for an amount of \$845,243 (see Attachments 3 & 4),
3. Construction of a 5' side sidewalk in the areas of East Olive Avenue from West Queens Circle to North Parsons Avenue; Parsons Avenue from East Olive Avenue to Hansen Avenue; and East Alexander Avenue from Nottingham Lane to Parsons Avenue for an amount of \$534,377 (see Attachment 5).

MCAG set a deadline of December 31, 2018 for grant application submission. Due to the holidays, staff is requesting that the City Council ratify the application as submitted for the three projects previously identified. If the projects are awarded, staff will return to the City Council to accept grant funding, establish the associated Capital Improvement Projects and allocate the necessary matching funds.

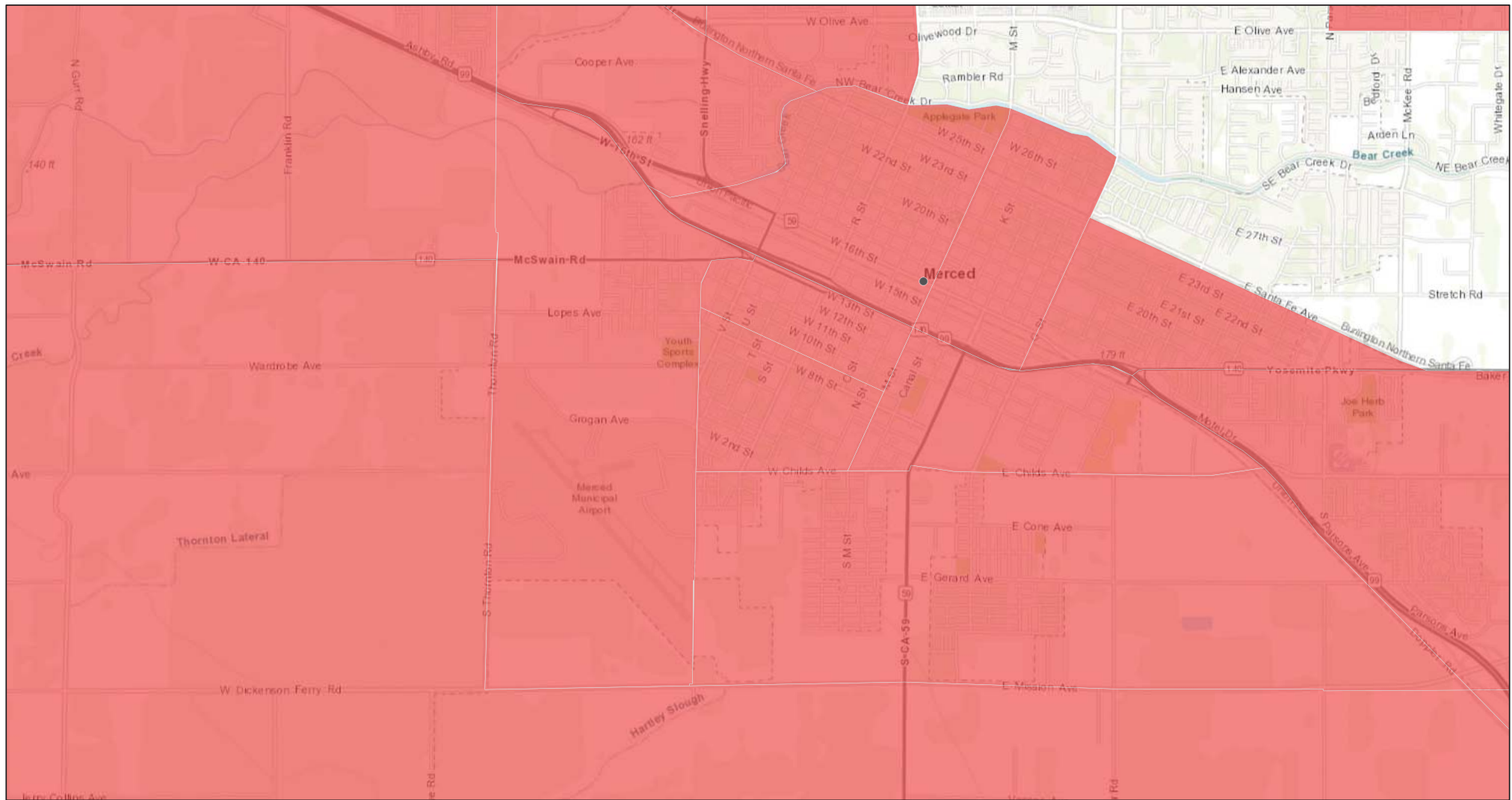
IMPACT ON CITY RESOURCES

The total estimated cost of all three projects is \$1,876,798. The CMAQ grant will provide 88.53%, or \$1,661,529.27, of all the funding needs for the three projects. Should grant funds be awarded and accepted by the City Council, staff recommend Measure V funding be allocated to cover the remaining 11.47%, or \$215,268.73, of the total project cost.

ATTACHMENTS

1. CalEPA Disadvantaged Communities Map
2. Vicinity Map - 7th St & 8th St.
3. Vicinity Map - "R" St, "S" St., "T" St & Stuart Dr
4. Vicinity Map - Olive Av, W. Queens Cir to N. Parsons Av.

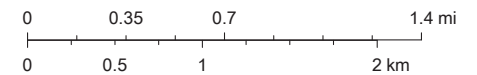
CITY OF MERCED



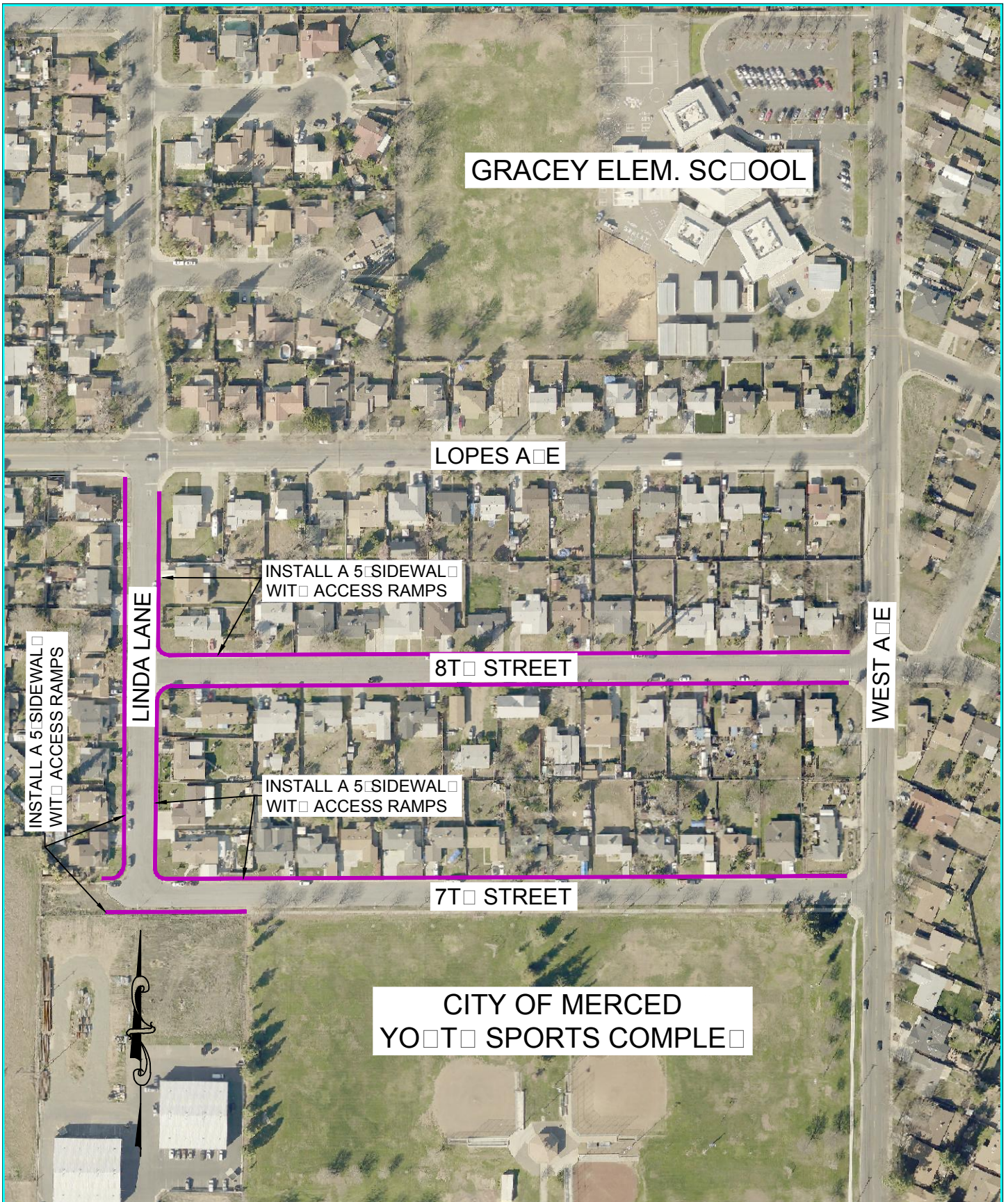
December 28, 2018

SB 535 Disadvantaged Communities (June 2018 Update)

1:36,112



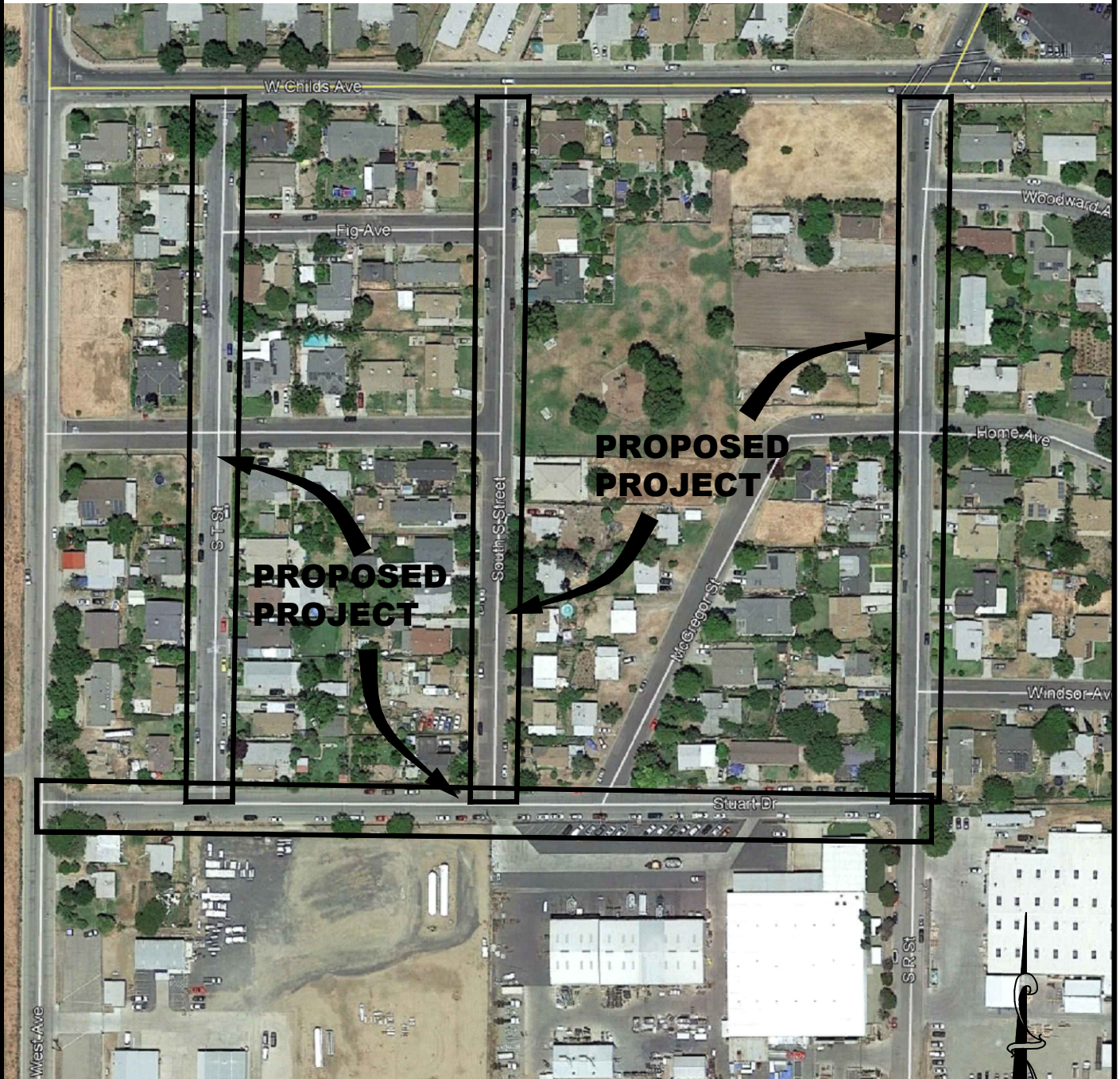
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community



City of Merced
 "Gateway to Yosemite"
 DEVELOPMENT SERVICES
 ENGINEERING PROJECTS AND STANDARDS
 678 W. 18th Street (209) 385-6846

CMA 2018
 SIDEWALKS ALONG
 7TH STREET, 8TH STREET AND LINDA LANE

DR. BY: CARDOSO
DATE: 12/31/18
CH. BY:
DATE:
File No.
SCALE: 1"=200'



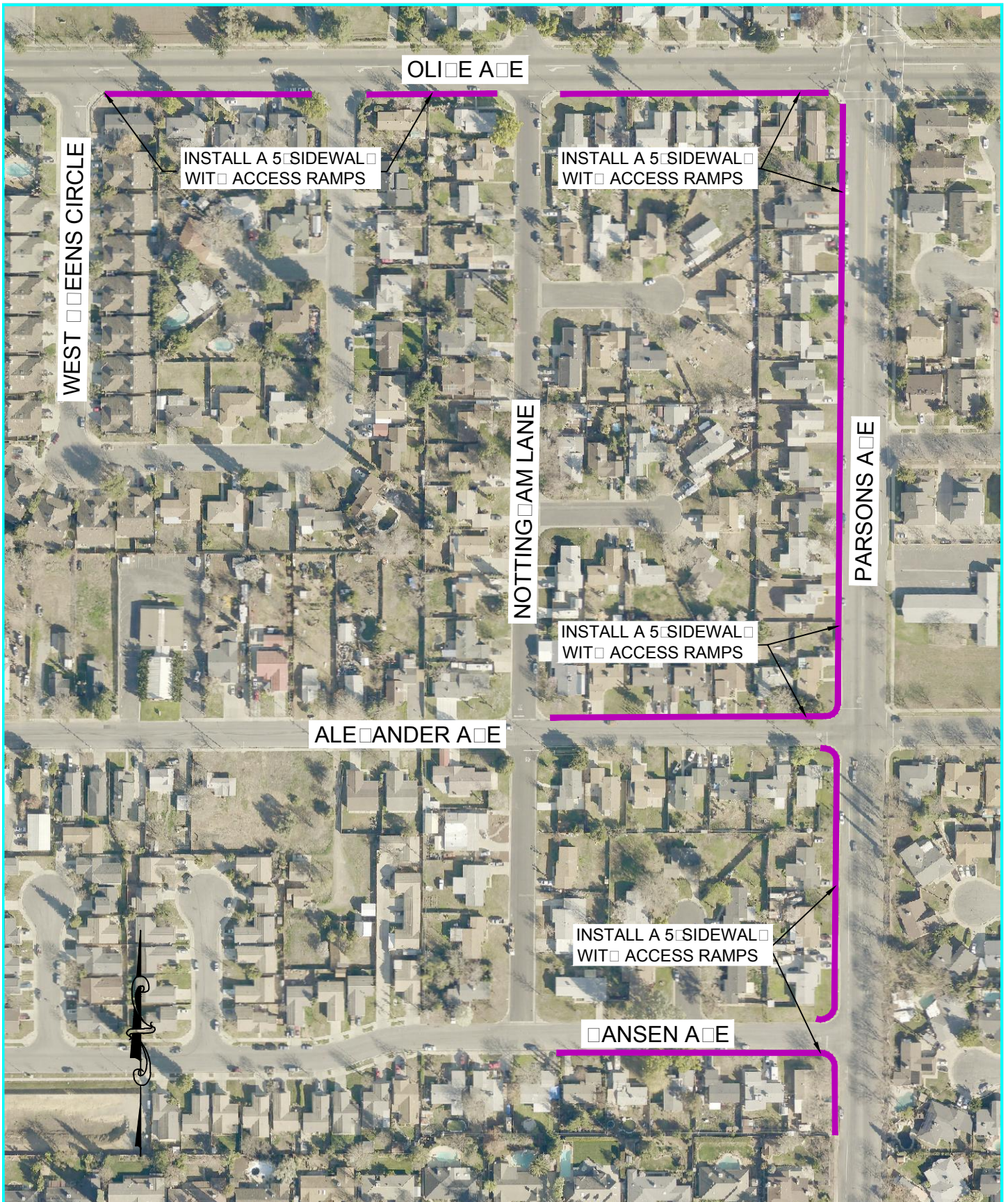
SCALE: N.T.S.



City of Merced
"Gateway to Yosemite"
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

**5' WIDE SIDEWALK ON
SOUTH R ST, SOUTH S ST
SOUTH T AND STUART DR**

DR. BY: ---
DATE: 12/28/18
CH. BY: ##
DATE: 5/9/08
File No. XX
SCALE: AS SHOWN



City of Merced
"Gateway to Yosemite"

DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

CMA 2018
SIDEWALKS ALONG
PARSONS AVE, ANSEN AVE,
ALEXANDER AVE AND OLIVE AVE

DR. BY: CARDOSO
DATE: 12/31/18
CH. BY:
DATE:
File No.
SCALE: 1"=200'



ADMINISTRATIVE REPORT

Agenda Item H.10.

Meeting Date: 1/22/2019

Report Prepared by: Sanaz Nozariamini, Engineering Technician III, Engineering Division

SUBJECT: Award of Bid and Approval of Agreement with FBD Vanguard Construction in the Amount of \$331,434.65 for City Project No. 118028 - CDBG John Muir Sidewalks on 25th Street, from I to K Streets

REPORT IN BRIEF

Considers awarding a bid and approving an agreement in the amount of \$331,434.65 with FBD Vanguard Construction for the Community Development Block Grant (CDBG) John Muir Sidewalks on 25th Street, from I to K Streets.

RECOMMENDATION

City Council - Adopt a motion:

- A. Awarding a bid and approving an agreement with FBD Vanguard Construction in the amount of \$331,434.65 for the Community Development Block Grant (CDBG) John Muir Sidewalks on 25th Street, from I to K Streets, Project No. 118028; and,
- B. Approving change orders not to exceed \$33,143.47 (10% of the project cost); and,
- C. Authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Reject all bids and direct Staff to rebid the project; or,
3. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY

Charter of the City of Merced, Article XI, Section 1109 - Contracts on Public Works, and Merced Municipal Code Chapter 3.04, Article IV - Public Works Contracts.

CITY COUNCIL PRIORITIES

As provided for in the 2018-19 Adopted Budget.

DISCUSSION

The work to be done consists, in general, of sidewalk modifications and two safe crossing bulb-outs with five (5) ADA accessible curb ramps, installation of a raised crosswalk table (speed table) with additional safety signage, removing and replacing of valley gutter, and removing and replacing of

curb and gutter.

Staff prepared construction plans and specifications for bid. The project was advertised for bids in October 2018 in the Merced Business Journal. On November 15, 2018 the bid was open and Staff received bids from seven (7) contractors. Bid results are as follows:

1. Phase 1 Construction (Atwater, CA)	\$ 314,365.00
2. FBD Vanguard Construction (Livermore, CA)	\$ 331,434.65
3. Taylor Backhoe (Merced, CA)	\$ 361,969.32
4. Avison Construction (Madera, CA)	\$ 375,952.00
5. George Reed, Inc. (Modesto, CA)	\$ 385,490.00
6. Rolfe Construction, Co. (Atwater, CA)	\$ 413,645.00
7. California Highway Construction (Concord, CA)	\$ 418,200.00

The lowest bidder was Phase 1 Construction; however, Phase 1 Construction failed to submit necessary good faith documentation in a timely manner required in the construction specification. For this reason Phase 1 Construction of Atwater is considered a non-responsive bidder. Because Phase 1 Construction is considered a non-responsive bidder, staff is recommending the next lowest bidder FBD Vanguard Construction of Livermore, California.

The following is the proposed budget for the project:

Construction	\$ 331,434.65
Contingency	\$ 33,143.47
Engineering, Testing & Inspection	\$ 16,571.73
Housing Monitoring & Mgmt Fee	\$ 18,438.90
Total:	\$ 399,588.75

HISTORY AND PAST ACTIONS

On September 22, 2017, the City of Merced Housing Division received funds in the amount of \$184,389 from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (B-17-MC-06-0044) under the Community Development Block Grant (CDBG) and administered by the U.S. Department of Housing and Urban Development (HUD) (14.218-Entitlement Grant).

On December 4, 2017, the City of Merced Engineering and Housing Divisions entered into an Interdepartmental Cooperative Agreement in the amount of \$184,389 to achieve the CDBG national objective of improving a low-and moderate-income area, to coordinate project tasks, and to utilize the CDBG funds towards construction of ADA ramps near John Muir School.

IMPACT ON CITY RESOURCES

This project was established as a Capital Improvement and funding is available within Project 118028. This Project is funded by Community Development Block Grant (CDBG) Funds, Measure V Funds, and Local Transportation Funds.

ATTACHMENTS

1. Location Map
2. Bid Results
3. Construction Contract
4. Interdepartmental Cooperative Agreement



City of Merced
"Gateway to Yosemite"

DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

PROJECT NO. 118028
CDBG JOHN MUIR
SIDEWALKS

DR. BY: KGE
DATE: 4/3/18
CH. BY: JCS
DATE:
File No.
SCALE: AS SHOWN

CITY OF MERCED
PROJECT NO. 118028
CDBG JOHN MUIR SIDEWALKS ON 25TH STREET, I TO K STREETS

Bid Opening 11/15/2018

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	PHASE 1 CONSTRUCTION ATWATER, CA		FBD VANGUARD CONSTR. LIVERMORE, CA		TAYLOR BACKHOE MERCED, CA		AVISON CONSTRUCTION MADERA, CA		GEORGE REED, INC. MODESTO, CA		ROLFE CONSTRUCTION CO ATWATER, CA		CA HWY CONSTRUCTION CONCORD, CA	
				UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	Permits, Bonds, Licenses & Insurance	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,976.00	\$ 9,976.00	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00	\$ 19,000.00	\$ 19,000.00	\$ 22,683.50	\$ 22,683.50
2	Public Convenience & Safety	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,094.88	\$ 3,094.88	\$ 8,000.00	\$ 8,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,270.00	\$ 10,270.00	\$ 5,000.00	\$ 5,000.00
3	Surveying Services and Monumentation	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 2,950.00	\$ 2,950.00	\$ 5,800.00	\$ 5,800.00	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 12,740.00	\$ 12,740.00	\$ 6,800.00	\$ 6,800.00
4	Clearing & Grubbing	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 21,415.00	\$ 21,415.00	\$ 10,676.64	\$ 10,676.64	\$ 10,000.00	\$ 10,000.00	\$ 26,400.00	\$ 26,400.00	\$ 10,634.00	\$ 10,634.00	\$ 5,500.00	\$ 5,500.00
5	SWPPP	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,800.00	\$ 2,800.00	\$ 3,712.00	\$ 3,712.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,506.00	\$ 10,506.00	\$ 2,500.00	\$ 2,500.00
6	Remove Sidewalk	SF	4,811	\$ 3.00	\$ 14,433.00	\$ 5.15	\$ 24,776.65	\$ 1.78	\$ 8,563.58	\$ 3.00	\$ 14,433.00	\$ 4.00	\$ 19,244.00	\$ 2.50	\$ 12,027.50	\$ 5.00	\$ 24,055.00
7	Remove AC Pavement	SF	2,046	\$ 2.00	\$ 4,092.00	\$ 5.00	\$ 10,230.00	\$ 2.61	\$ 5,340.06	\$ 3.00	\$ 6,138.00	\$ 6.00	\$ 12,276.00	\$ 5.50	\$ 11,253.00	\$ 4.25	\$ 8,695.50
8	Remove Curb & Gutter	LF	1,003	\$ 5.00	\$ 5,015.00	\$ 11.00	\$ 11,033.00	\$ 8.56	\$ 8,585.68	\$ 3.00	\$ 3,009.00	\$ 11.00	\$ 11,033.00	\$ 9.00	\$ 9,027.00	\$ 18.00	\$ 18,054.00
9	Remove Cross Gutter	SF	310	\$ 4.00	\$ 1,240.00	\$ 10.00	\$ 3,100.00	\$ 8.61	\$ 2,669.10	\$ 3.00	\$ 930.00	\$ 5.00	\$ 1,550.00	\$ 10.00	\$ 3,100.00	\$ 5.40	\$ 1,674.00
10	HMA Type A	TON	65	\$ 200.00	\$ 13,000.00	\$ 445.00	\$ 28,925.00	\$ 203.00	\$ 13,195.00	\$ 250.00	\$ 16,250.00	\$ 290.00	\$ 18,850.00	\$ 427.20	\$ 27,768.00	\$ 375.00	\$ 24,375.00
11	4"Thick PCC Sidewalk	SF	9,800	\$ 12.00	\$ 117,600.00	\$ 6.90	\$ 67,620.00	\$ 7.38	\$ 72,324.00	\$ 11.00	\$ 107,800.00	\$ 12.00	\$ 117,600.00	\$ 8.50	\$ 83,300.00	\$ 14.50	\$ 142,100.00
12	ADA Curb Ramp	SF	320	\$ 16.00	\$ 5,120.00	\$ 22.00	\$ 7,040.00	\$ 32.12	\$ 10,278.40	\$ 50.00	\$ 16,000.00	\$ 20.00	\$ 6,400.00	\$ 88.20	\$ 28,224.00	\$ 55.00	\$ 17,600.00
13	Type A3-6 Curb	LF	160	\$ 25.00	\$ 4,000.00	\$ 27.75	\$ 4,440.00	\$ 30.45	\$ 4,872.00	\$ 42.00	\$ 6,720.00	\$ 25.00	\$ 4,000.00	\$ 65.65	\$ 10,504.00	\$ 45.00	\$ 7,200.00
14	Curb & Gutter	LF	943	\$ 55.00	\$ 51,865.00	\$ 29.00	\$ 27,347.00	\$ 48.12	\$ 45,377.16	\$ 64.00	\$ 60,352.00	\$ 46.00	\$ 43,378.00	\$ 51.00	\$ 48,093.00	\$ 48.00	\$ 45,264.00
15	Valley Gutter	SF	310	\$ 20.00	\$ 6,200.00	\$ 18.00	\$ 5,580.00	\$ 27.65	\$ 8,571.50	\$ 36.00	\$ 11,160.00	\$ 15.00	\$ 4,650.00	\$ 39.75	\$ 12,322.50	\$ 21.00	\$ 6,510.00
16	Rapid Flashing Beacon	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 11,050.00	\$ 22,100.00	\$ 8,880.96	\$ 17,761.92	\$ 10,000.00	\$ 20,000.00	\$ 10,033.00	\$ 20,066.00	\$ 6,300.00	\$ 12,600.00	\$ 10,033.00	\$ 20,066.00
17	Excavation of park Strip	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 9,150.00	\$ 9,150.00	\$ 8,818.32	\$ 8,818.32	\$ 15,000.00	\$ 15,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,934.00	\$ 11,934.00	\$ 12,500.00	\$ 12,500.00
18	Stamped Concrete	SF	400	\$ 30.00	\$ 12,000.00	\$ 32.65	\$ 13,060.00	\$ 55.43	\$ 22,172.00	\$ 54.00	\$ 21,600.00	\$ 52.00	\$ 20,800.00	\$ 69.00	\$ 27,600.00	\$ 27.00	\$ 10,800.00
19	Traffic Striping	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 9,900.00	\$ 9,900.00	\$ 6,374.20	\$ 6,374.20	\$ 7,000.00	\$ 7,000.00	\$ 6,923.00	\$ 6,923.00	\$ 7,800.00	\$ 7,800.00	\$ 6,923.00	\$ 6,923.00
20	Steel Plate	LF	92	\$ 150.00	\$ 13,800.00	\$ 554.00	\$ 50,968.00	\$ 1,019.64	\$ 93,806.88	\$ 305.00	\$ 28,060.00	\$ 210.00	\$ 19,320.00	\$ 488.50	\$ 44,942.00	\$ 325.00	\$ 29,900.00
CONSTRUCTION COST				\$ 314,365.00		\$ 331,434.65		\$ 361,969.32		\$ 375,952.00		\$ 385,490.00		\$ 413,645.00		\$ 418,200.00	

Adjusted per unit price

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT made on _____, by and between the CITY OF MERCED, a municipal corporation of the State of California, hereinafter called the Owner, and FBD Vanguard Construction, Inc., hereinafter called the Contractor:

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **CONTRACT DOCUMENTS.** The complete contract consists of the following documents, to wit:

- (1) This General Construction Contract;
- (2) Faithful Performance Bond;
- (3) Laborers and Materialmens Bond;
- (4) Guaranty;
- (5) Special Provisions for **PROJECT NO.118028**;
- (6) Amendments to the Standard Specifications;
- (7) Project Plans;
- (8) Standard Specifications;
- (9) City Standards;
- (10) Proposal;
- (11) Instructions to Bidders;
- (12) Notice Inviting Bids;
- (13) Bidder's Bond;
- (14) Notice of Determination of Prevailing Wages;
- (15) List of Subcontractors and Material Dealers; and
- (16) Safety Provisions.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents. In case of conflict between any of the documents, the order of documents first listed above shall be the order of precedence's, with the first item listed having the highest precedence.

2. **THE WORK.** Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with Contract Documents in the manner designated in, and in strict conformity with, the Plans and Specifications for **PROJECT NO. 118028**, which said Plans and Specifications are entitled, "**CDBG John Muir Sidewalks on 25th Street from I Street to K Street**," for construction in Merced County in Merced, and which were included in the award of bid made by the City Council of the City of Merced on _____, 2018.

It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation and material, except materials to be supplied by the City as designated in the Contract Documents, shall be furnished and said work performed and completed as required in said Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner or its representative. The Owner hereby designates the City Engineer as its representative for the purpose of this Contract.

3. **CONTRACT PRICE.** The Owner agrees to pay, and the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all work contemplated and embraced in this agreement to wit:

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Permits, Bonds, Licenses & Insurance	LS	1	\$ 3,000.00	\$ 3,000.00
2	Public Convenience & Safety	LS	1	\$ 6,000.00	\$ 6,000.00
3	Surveying Services and Monumentation	LS	1	\$ 2,950.00	\$ 2,950.00
4	Clearing & Grubbing	LS	1	\$ 21,415.00	\$ 21,415.00
5	SWPPP	LS	1	\$ 2,800.00	\$ 2,800.00
6	Remove Sidewalk	SF	4,811	\$ 5.15	\$ 24,776.65
7	Remove AC Pavement	SF	2,046	\$ 5.00	\$ 10,230.00
8	Remove Curb & Gutter	LF	1,003	\$ 11.00	\$ 11,033.00
9	Remove Cross Gutter	SF	310	\$ 10.00	\$ 3,100.00
10	HMA Type A	TON	65	\$ 445.00	\$ 28,925.00
11	4"Thick PCC Sidewalk	SF	9,800	\$ 6.90	\$ 67,620.00
12	ADA Curb Ramp	SF	320	\$ 22.00	\$ 7,040.00
13	Type A3-6 Curb	LF	160	\$ 27.75	\$ 4,440.00
14	Curb & Gutter	LF	943	\$ 29.00	\$ 27,347.00
15	Valley Gutter	SF	310	\$ 18.00	\$ 5,580.00
16	Rapid Flashing Beacon	EA	2	\$ 11,050.00	\$ 22,100.00
17	Excavation of park Strip	LS	1	\$ 9,150.00	\$ 9,150.00
18	Stamped Concrete	SF	400	\$ 32.65	\$ 13,060.00
19	Traffic Striping	LS	1	\$ 9,900.00	\$ 9,900.00
20	Steel Plate	LF	92	\$ 554.00	\$ 50,968.00

TOTAL BID ITEMS 1 THROUGH 20: \$331,434.65

4. **TERMINATION.** If the Contractor should be adjudged as bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract Documents, the Owner may serve written notice upon him and his surety of its intention to terminate the Contract; such notice to contain the reasons for such intention to terminate the Contract, and, unless within ten (10) days after serving of such notice such violation shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that if the surety within fifteen (15) days after the serving upon it of notice of termination

does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

5. NOTICE AND SERVICE THEREOF. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, (a) if the notice is given to the Owner, per personal delivery thereof to the City Engineer of said Owner, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to the Owner, postage prepaid and registered; (b) if the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his duly authorized representative at the site of the project, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to said Contractor at 550 Greenville Road, Livermore, CA 94550, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

6. ASSIGNMENT OF CONTRACT. Neither the Contract nor any part thereof, nor moneys due, or to become due thereunder, may be assigned by the Contractor without the prior written approval of the Owner.

7. CONTRACT SECURITY. The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

8. INSURANCE. The Contractor shall furnish the City a policy or certificate of liability insurance in which the City is the named insured or is named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City shall be the insured or named as an additional insured covering the work, whether liability is attributable to the Contractor or the City. The policy shall insure the City, its officers, employees and agents while acting within the scope of their duties on the work, against all claims arising out of or in connection with the work. ***Endorsement for additional insured shall be submitted on standard form CG 20101185. Endorsement forms CG 20101001 and CG 20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects.***

The Contractor may file insurance acceptable to the City covering more than one project. The coverage shall provide the following minimum limits:

Bodily Injury	\$ 500,000 each person
	\$1,000,000 each occurrence

	\$1,000,000 aggregate products and completed operations
Property Damage	\$ 250,000 each occurrence
	\$ 500,000 aggregate

A combined single limit policy with aggregate limits in the amount of \$1,250,000 will be considered equivalent to the required minimum limits.

The Contractor will require all subcontractors to take out and maintain bodily injury liability and property damage liability in the amounts stated above.

The Contractor and subcontractors shall save, keep and hold harmless the City, its officers and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than thirty (30) days before expiration or cancellation is effective.

All Insurance required shall be from a California admitted insurance company.

The cost of this insurance shall be included in the Contractor's bid.

CANCELLATION CLAUSE

NOTE: The standard form used by insurance carriers will not be acceptable unless the word “endeavor” is crossed out where the paragraph states, “The issuing company will (endeavor to) mail . . .” A portion of the last paragraph should be crossed out, which states, “but failure to mail such notice shall impose no obligation or liability of any kind upon the company.”

9. **HOLD HARMLESS.** The Contractor will indemnify, defend with counsel selected by the Owner, save, keep, and hold harmless, the Owner and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of said work, or by reason of any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation, in consequence of the use in, on, or about said work, of any article or material supplied or installed under this Contract. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the Owner and are for the express benefit of the general public.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification

and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

10. **ACCIDENT PREVENTION.** Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

11. **PAYMENT.** The Owner will make partial and final payment to the Contractor in accordance with Section 9-3.2 of the Standard Specifications, as amended, except that the Owner will retain the five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by Owner of notice of acceptance of completion of all work covered by this Contract, if such notice be recorded within ten (10) days after the acceptance of completion of such Contract; or, if such notice be not so recorded within ten (10) days, until the expiration of ninety-five (95) days after the acceptance of completion of such work of improvement, at which time and not before, Owner shall pay to Contractor the whole of the remaining five percent (5%) of said contract price so held back as provided.

The payment of progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the Owner and subject to whatever inspection and approval may be required by law.

12. **CALIFORNIA LABOR CODE.** The Contractor is aware of, and hereby agrees to comply with Sections 1770, 1773, 1776, and 1777.5 of the California Labor Code.

13. **SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS.** Pursuant to Section 22,300 of the Public Contracts Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a State or Federally-chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the Contract.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California, or bank or savings and loan certificate of deposit.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain, as a minimum, the following provisions:

- (a) The amount of securities to be deposited;
- (b) The terms and conditions of conversion to cash in case of the default of the Contractor; and
- (c) The termination of the escrow upon completion of the Contract.

14. TRENCHES AND EXCAVATIONS. Should the Contractor be required to dig trenches or other excavations that extend deeper than four (4) feet below the surface, then the following clauses shall apply:

- (a) The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:
 - (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Subsurface or latent physical conditions at the site differing from those indicated;
 - (3) Unknown physical conditions at the site of any unusual nature different materially from those ordinarily encountered, and generally recognized as inherent in work of the character provided for in the contract.
- (b) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this contract.
- (c) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

15. CLAIMS. This clause applies to all Contractor claims of three hundred seventy-five thousand dollars (\$375,000), or less, which arise out of this contract.

- (a) "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract, and payment of which is not otherwise expressly provided for or the Contractor not otherwise entitled to, or (3) an amount the payment of which is disputed by the City.
- (b) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein shall extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (c) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim or may request, in writing within

thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.

- (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
 - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- (d) For claims of over fifty thousand dollars (\$50,000) and less than, or equal to, three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within sixty (60) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim, or relating to defenses or claims the City may have against the Contractor.
- (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
 - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater
- (e) If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response, or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- (f) If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title I of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written claim pursuant to Subdivision (b) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- (g) The following procedures shall be followed for all civil actions filed to resolve claims subject to this clause:
- (1) Within sixty (60) days, but no earlier than thirty (30) days following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- (h) The City shall not fail to pay money as to any portion of a claim which is undisputed, except as otherwise provided in this contract.
- (i) In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

ATTEST:

CITY OF MERCED, a Municipal Corporation
(Herein called Owner)

By: _____
Deputy City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

FBD Vanguard Construction, Inc.
(Herein called Contractor)

By: _____
City Attorney

By: _____
Contractor

ACCOUNT DATA:

LICENSE NO. 833032

PROJECT NUMBER 118028

TAXPAYER I.D. NO: _____

VENDOR NUMBER: 17887

Project Account Numbers:

ADDRESS:

450-1104-637.65-00-118028-72.32%
Amount: \$ 239,693.54

550 Greenville Road

075-1145-637.65-00-118028-27.68%
Amount: \$ 91,741.11

Livermore, CA 94550

PHONE: (925) 245-1300

By: _____
Finance Officer Verification

FAX: (925) 245-1007

EMAIL: eclutter@vc-inc.net

GUARANTY

To the City of Merced, California:

PROJECT NO. 118028

The undersigned guarantees the construction and installation of the work included in this project as described in the Contract Documents.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, within one year after date on which the "Notice of Completion" is recorded by the City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to that contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair said work completely without cost to the City so that said work will function as contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

By: _____
Contractor

Date: _____

FAITHFUL PERFORMANCE BOND
(Contract)

WHEREAS, the City of Merced, State of California, and _____, the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 118028**; and,

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

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the City of Merced, hereinafter called "City" in the penal sum of \$ 331,434.65, lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on _____, 2018.

By: _____
PRINCIPAL

By: _____
SURETY

LABORERS AND MATERIALMENS BOND
(Contract)

WHEREAS, the City of Merced, State of California, and _____, the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 118028**; and

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

WHEREAS, said Principal is required under the terms of the Contract Specifications to furnish a bond to secure the claims to which reference is made in Title 15 commencing with Section 3082 of Part 4 of Division 3 of the Civil Code of the State of California. Now, said Principal and the undersigned as Surety are held and firmly bound unto the City of Merced, hereinafter called the City, and all contractors, subcontractors, laborers, materialsmen and other persons employed in the performance of the work and refereed to in the aforesaid Code of Civil Procedure in the sum of \$ _____, lawful money of the United States, for materials furnished or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount hereinabove set forth and also in case suit is brought upon this bond, will pay in addition to the face amount thereof costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 commencing with Section 3082 of Part 4 of Division 3 of the Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said conditions or work shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on _____, 2018.

By: _____
PRINCIPAL

By: _____
SURETY



CITY OF MERCED INTERDEPARTMENTAL COOPERATIVE AGREEMENT

This Interdepartmental Cooperative Agreement ("Agreement") between the City of Merced Engineering Department and the City of Merced Housing Division is entered into this 4TH day of DECEMBER, 2017.

WHEREAS, The Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (B-17-MC-06-0044) under the Community Development Block Grant ("CDBG") and administered by the U.S. Department of Housing and Urban Development ("HUD") (14.218-Entitlement Grant) with a Federal Award Date of September 22, 2017; and

WHEREAS, The Grantee (City of Merced – Taxpayer ID Number: 94-6000371) wishes to engage one or more departments to assist the Grantee in utilizing such funds.

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

1. **Scope of Services.** The Engineering Department will be responsible for administering City funds, Year 2017-2018 grant in a manner satisfactory to and consistent with any standards required as a condition of providing these funds. The Engineering Department will make improvements to various sidewalk and ADA ramps near John Muir School, located between 25th and 26th Streets, in Merced, California, as defined in the application for the project.
2. **Time of Performance.** The project shall start on July 1, 2017 and shall be completed no later than June 30, 2020.
3. **Budget and Use of Funds.** The total amount to be paid by City funds under this Agreement shall not exceed \$184,389. Payment will be made only for the direct costs for and other necessary costs related to the project. Administrative time will not be eligible for reimbursement.
4. **Goals.** This project will meet a CDBG national objective by providing a benefit primarily to a low- and moderate-income area, specifically Census Tract 13.02.
5. **Grant Compliance.** The Engineering Department agrees to comply with the City Municipal Code and applicable building codes. The Engineering Department also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.
6. **Procurement.** The Engineering Department will assist the developer with procuring the construction contract(s) and any services in a manner consistent with the federal requirements at 24 CFR 85.36. This will include assisting the developer with the following steps:

- a. *Bidding.* Obtain the current labor standards package, including federal wage determination, from Engineering Department staff for inclusion in the bid package. Release and advertise an Invitation for Bid or equivalent to solicit sealed bids. Update the federal wage determination 10 days prior to opening.
 - b. *Contractor selection.* After bids have been opened, provide a complete list of bidders to the Engineering Department. Include a copy of the submission from the lowest responsive and responsible bidder. The Engineering Department will check the contractor's and subcontractors' license and federal debarment status and inform the Housing Division of the contractor's eligibility to enter into a contract with the City.
 - c. *Contracting.* Provide the Housing Division with a copy of the executed contract.
7. **Construction Management.** The Engineering Department will provide the following information throughout the course of the project:
- a. Date, time, and location of pre-construction conference. This should be organized so that a representative of the Housing Division is able to attend.
 - b. 10-day labor standards compliance documents.
 - c. A schedule of work to take place sufficient so that the Housing Division is able to determine when required employee interviews should be conducted, and updated schedules as needed.
 - d. Copies of any payrolls or other labor standards compliance documentation, if not submitted directly to the Housing Division.
 - e. Copies of all change orders.

Please note that if the labor standards compliance information is not complete and correct through the date of any payment request, that payment request may not be paid until proper information is submitted.

8. **Payment Requests.** The Engineering Department shall submit all payment requests for the project to Housing Division staff for payment, with certification that the percentage of work completed is in line with the payment request. After Housing Division approval, payment will be made by the Finance Department. Payment requests for construction work should contain:
- a. Approving signature by an authorized representative of the Engineering Department or the City Engineer, indicating that all charges have been reviewed and found to be consistent with the contract and applicable rules for disbursement.

Payment requests for direct costs associated with implementing the project, such as printing or advertising costs, should be submitted to the Housing Division with an original copy of the invoice and applicable back-up documentation.

9. **Property Management.** The sidewalk improvements are considered a public facility improvement. The Engineering Department will comply with all applicable federal policies regarding real property and property improvements, including the following:

- a. Maintain the property in good condition.
- b. Keep adequate property records. All records must be retained for five years after final disposition of property.
- c. Ensure that the property is covered by the City's insurance in case of loss or damage.
- d. The property must be available for public use. In the event that the property is no longer open to the public, the Engineering Department will contact the Housing Division to determine if repayment of any City funds is required.

10. **Contacts.** The primary contact for the Development Services Department will be the Director of Development Services or designee, the Engineering Department will be the City Engineer or designee, and the primary contact for the Housing Division will be the Housing Program Supervisor.

11. **Amendments and Change Orders.** Amendments to this Agreement or Change Orders to the project will only be made with mutual written agreement from participating parties.

City of Merced Housing Division:

By: 
Mark Hamilton
Housing Program Supervisor

Date: 11/1/17

City of Merced Engineering Department:

By: 
Steven Son
Acting City Engineer

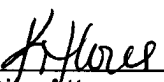
Date: 11/1/17

City of Development Services Department:

By: 
Scott McBride
Director of Development Services

Date: 11/1/17

APPROVED AS TO FORM:

By:  10.25.17
City Attorney Date

Account Number: 450-1104-637-65-00 118028

Amount: \$ 184,389.00

VERIFIED

BY: 
Finance Officer

FINANCE ENTRY	
Contract No:	<u>300 498</u>
Vendor Number:	<u>3929</u>
P.O. Number:	<u>128698</u>
Funds Available:	<u>Yes</u>

MR 11/09/17

FL 11/21/17

MM#14337.11/21/17 DL



ADMINISTRATIVE REPORT

Agenda Item I.1.

Meeting Date: 1/22/2019

Report Prepared by: Kim Espinosa, Planning Manager, Development Services Department

SUBJECT: Policy Direction Regarding Parking and Owner Occupancy Requirements for Accessory Dwelling Units

REPORT IN BRIEF

The City Council will be asked to provide further policy direction regarding parking and occupancy requirements for accessory dwelling units (ADU's) in preparation for amendments to the Zoning Ordinance to meet recent State law changes.

RECOMMENDATION

The City Council should provide policy direction to staff regarding parking and owner occupancy requirements for accessory dwelling units.

ALTERNATIVES

Not applicable.

AUTHORITY

SB 1069 and AB 2299 provided changes to State law regarding accessory dwelling units. Merced Municipal Code (MMC) Section 20.42 of the Zoning Ordinance (Attachment 1) addresses "second units" (the prior term used for accessory dwelling units).

CITY COUNCIL PRIORITIES

This item relates to both "Housing" and "Infill Development" referenced in the FY 2018-19 Council Goals and Priorities.

DISCUSSION

Background

On September 17, 2018, the City Council directed staff to review the City's Zoning Ordinance to determine what changes were needed in order to comply with the new State laws regarding Accessory Dwelling Units (ADU's), and to consider alternative approaches to facilitate the development of ADU's in the City of Merced. On November 19, 2018, the City Council reviewed the proposed changes as outlined below and possible new Housing Division programs that might be implemented to encourage the development of ADU's. The City Council, by unanimous vote, directed staff to prepare the changes to the Ordinance for consideration by the Planning Commission and City Council at public hearings in the early months of 2019, but prior to presenting the draft

Ordinance, return to the City Council in late January 2019 for further policy direction regarding parking and the owner occupancy requirements for accessory dwelling units. The City Council also directed Housing staff to move forward with a program similar to the Clovis model presented at the meeting. There are no updates on those programs at this time.

Proposed Changes to the Zoning Ordinance

Chapter 20.42 of the Merced Municipal Code allows the construction of “Second Units” or “Secondary Dwelling Units,” the terms that had previously been used in State law and was written to be in compliance with State law which was effective at the time of adoption in 2015. Former Interim City Attorney Jolie Houston asked a member of her firm, Berliner Cohen, to prepare a list of suggested changes to the City’s Zoning Ordinance to address the latest revisions to State law, SB 1069 and AB 2299.

A summary of those changes are as follows (these same changes were presented to the City Council in November 2018):

- The terms “Second Units” or “Secondary Dwelling Units” will need to be changed to “Accessory Dwelling Units” throughout the Zoning Ordinance, including the Residential Zoning Districts Chapter, the Parking Chapter, and the Glossary.
- The maximum size of an attached ADU shall be changed from 1,000 square feet to 1,200 square feet.
- Remove the “maximum number permitted” section as State law does not allow the number of ADU’s to be capped per parcel although local ordinances should specify that “ADU’s cannot exceed the allowable density for the lot.”
- Clarify that the standard that the ADU “be clearly subordinate to the primary dwelling” would not preclude an ADU from being located in the front of the property.
- Clarify the setback requirements for ADU’s.
- Change the parking requirements for ADU’s with more than 3 bedrooms from 2 to 1 space as State law only allows the requirement for 1 parking space for all ADU’s regardless of size.
- Add a provision that “parking may be allowed in setback areas or as tandem parking on a driveway, unless the City determines that such options are not feasible on the existing property, based on fire and life safety concerns.”
- Add a provision that states that the parking requirements do not apply in the five instances stated in State law, which include in historic districts, within ½ mile of public transit, the ADU is part of an existing structure, on-street parking permits are required, or car share vehicles are located within one block.
- Add provisions regarding fees, including:
 - ADU’s are not considered “a new residential use for the purpose of calculating connection fees or capacity charges for utilities, including water and sewer service.”
 - Any utility fee or charge imposed “must not exceed the cost of providing the service.”
 - The City “cannot require applicants creating ADU’s within the existing space of a single-family dwelling or accessory structure...to install a new or separate utility connection or impose a related connection fee or capacity charge.” (These provisions may also require changes to the Merced Municipal Code sections relating to the water and sewer

connection fees as well.)

Planning staff will prepare these changes to the Zoning Ordinance for consideration at public hearings by the Planning Commission and City Council in the coming months.

Policy Direction regarding Parking and Owner Occupancy

Parking:

One of the changes noted above is to add a provision that “parking may be allowed in setback areas or as tandem parking on a driveway, unless the City determines that such options are not feasible on the existing property, based on fire and life safety concerns.” Per the current parking requirements for single-family homes in the Zoning Ordinance, each home is required to have 1 required parking space per unit and per Merced Municipal Code Section 20.08.030(F)(1), that “required” parking space cannot be within the required exterior setback areas in R-1 (single-family) and R-2 (duplex) zones. (However, those spaces are allowed to be in the setback area within R-3 and R-4 zones, which allow apartment units and have more traditional parking lot areas for tenants to park in.)

The driveway on a single-family home is usually within the front yard/exterior setback, and although there is nothing that prohibits the occupants from parking on the driveway, it cannot be counted as the legal required parking space. That legal required space is the one within the garage. Because of this requirement, if an owner wants to convert the garage into living space, they must either leave enough space for a legal 10 foot by 20 foot parking space within the garage (if it is a 2- or 3- car garage) or find another location within the lot (not within an exterior setback area) to install another parking space. The Ordinance also requires that any such uncovered space must be designed and located so that it can later be converted to a covered space. (This requirement means that the parking space cannot be within a required side yard setback area either.) On smaller lots especially, it can often be difficult to find such a location and this discourages garage conversions. It should be noted that this concern was brought up as part of the comprehensive Zoning Ordinance Update in 2015, but ultimately the Zoning Ordinance Focus Group (made up of 25 citizens), the Planning Commission, and City Council opted to remain with the existing requirements.

The City Council could consider making broader changes to the Zoning Ordinance that would allow legal parking spaces for all uses to be in the exterior setback areas for all R-1 and R-2 zones throughout the City or a special exception could be granted for accessory dwelling units only. The special exception would meet the requirements of State law for ADU’s and would likely have less impacts on single-family neighborhoods as City staff receives many more requests for garage conversions than for accessory dwelling units.

Owner Occupancy:

Merced Municipal Code Section 20.42.040(A) requires that “the owner of a parcel occupied by a second unit (to be changed to “accessory dwelling unit”) shall reside in either the primary dwelling unit or the second unit.” MMC 20.42.040(B) further goes on to require that a deed restriction be recorded that specifies that the ADU cannot be sold separately and that the property owner must reside in either the primary or accessory unit.

There is nothing in State law that requires the City to change the above requirements. However, at the November 19, 2018, meeting, the City Council asked for a discussion of options regarding this requirement. At the Council meeting, at least one citizen testified that they would be concerned about eliminating this requirement.

Some cities have eliminated this occupancy requirement in recent years in order to encourage the development of ADU's and others are considering that now. The City of Chico is one of those, but specifically in response to the Camp Fire that destroyed much of the nearby City of Paradise and has caused a severe housing shortage in the area. However, from a limited survey by City staff, it appears that most communities, including Clovis, Modesto, Turlock, Walnut Creek, Burlingame, Redwood City, San Bruno, San Carlos, etc., still retain this occupancy requirement.

While eliminating the requirement might encourage the development of more ADU's, it might have impacts on the character of single-family neighborhoods throughout the City. If the property owner is not required to live in one of the units, that would allow both units to be rentals, thereby creating two "apartment" units on each lot with no landlord onsite.

The occupancy requirement is thought to encourage property owners to minimize possible negative impacts (such as excessive noise, or lack of property upkeep) because they are living on the same property as their tenants. For many years, the City required ADU occupants to be "related by blood or marriage" (generally elderly relatives or teenagers). That requirement was eliminated a number of years ago to allow homeowners to rent ADU's to anyone to generate extra income and to give more housing choices to college students or others.

Council Policy Direction:

The City Council should provide City staff with policy direction for parking and owner occupancy requirements described above so that changes to the Zoning Ordinance for accessory dwelling units can be prepared.

IMPACT ON CITY RESOURCES

No appropriation of funds is necessary for the amendments to the Zoning Ordinance.

ATTACHMENTS

1. Current "Second Unit" Ordinance
2. City Council Presentation

Chapter 20.42 - SECOND UNITS

Sections:

20.42.010 Purpose

20.42.020 Minor Use Permit Required

20.42.030 Site and Design Standards

20.42.040 Occupancy Standards

20.42.010 Purpose

This chapter establishes standards for the location and construction of second units (also known as “secondary dwelling units”) in conformance with Government Code Section 65852.2. These standards are intended to allow for second units as an important form of affordable housing while preserving the character and integrity of residential neighborhoods within the City.

20.42.020 Minor Use Permit Required

Approval of a Minor Use Permit is required prior to the establishment of any second unit or a subdivision with multiple second units.

20.42.030 Site and Design Standards

- A. Location.** Second units shall be permitted in residential zoning districts as provided in Part 2 (Zoning Districts).
- B. Site Requirements**
 - 1. Second units that comply with this chapter shall be permitted on all legally established residential parcels, regardless of parcel size.
 - 2. A second unit may only be established if a single-family dwelling unit (“primary dwelling”) exists on the parcel or is being built at the same time.
- C. Maximum Number Permitted**
 - 1. Only one second unit shall be allowed on a single parcel.
 - 2. A second unit is not permitted on parcels already containing two or more dwelling units.

D. Size

1. **Attached Second Units.** The floor area of an attached second unit shall not exceed 50 percent of the living area of the primary dwelling or 1,000 square feet, whichever is greater. Garages and carports are excluded from floor area calculations for both the primary dwelling and second unit.



2. **Detached Second Units.** The floor area of a detached second unit shall not exceed 1,200 square feet, excluding any space devoted to a carport or garage.

E. Relationship to Primary Dwelling

1. A second unit may be within, attached to, or detached from the primary dwelling. Attachment to the primary dwelling shall be by sharing a common interior wall or common roof.
2. A second unit shall have its own kitchen, bathroom facilities, and entrance separate from the primary dwelling.
3. The secondary unit shall be clearly subordinate to the primary dwelling by size, appearance, and location on the parcel.

F. Development Standards

1. A second unit shall comply with all current development and design standards of the General Plan and Zoning Ordinance that are applicable to the primary dwelling, including, but not limited to, building setbacks, parcel coverage, building height, and architectural design.
2. The secondary dwelling unit in compliance with this section shall not be considered to exceed the allowable density for the lot upon which it is located and shall be deemed to be a residential use which is consistent with the existing general plan and zoning designations for the lot.



3. No lot line adjustment, subdivision of land, air rights or condominium shall be allowed to enable the sale, transfer, or disposal of the second unit independently of the primary dwelling unit or any portion of the property. This stipulation shall be included in a recorded deed restriction on the property.
4. The secondary dwelling unit must be eligible to receive City sewer and water services.

G. Design Requirements



1. A second unit shall be compatible with the primary dwelling and the surrounding neighborhood with respect to structure height, scale, and massing.

2. The architectural design and detailing, roof color and material, and exterior color and finish materials of a second unit shall match the primary dwelling.

3. The parcel shall retain a single-family appearance and the second unit shall be integrated into the design of the existing improvements of the property.
4. The addresses of both the primary dwelling and the second unit shall be displayed and clearly visible from the street.

H. Parking

1. Second units with one or two bedrooms shall provide one additional off-street parking space in addition to those spaces required for the primary dwelling.
2. If the second unit has three or more bedrooms, two off-street parking spaces shall be provided in addition to those spaces required for the primary dwelling.
3. The creation of a second unit through the conversion of all or a portion of a garage is prohibited unless replacement parking is provided elsewhere on the property in conformance with required parking standards as defined in Chapter 20.38 (Parking and Loading).



20.42.040 Occupancy Standards

- A. Owner Occupancy.** The owner of a parcel occupied by a second unit shall reside in either the primary dwelling or the second unit.
- B. Deed Restrictions.** Prior to the issuance of a building permit for a second unit, a covenant of restriction to run with the land shall be recorded which specifies that the second unit cannot be sold separately, transferred, or otherwise disposed of independently from the primary dwelling unit that the property owner shall reside in either the primary or second unit, and that these restrictions shall be binding on successors in ownership.
- C. Other Requirements.**
1. Prior to occupancy of the second unit, a new address shall be assigned by Department of Development Services.
 2. A new second unit shall be required to pay all applicable fees, including impact fees.



ACCESSORY DWELLING UNITS



CITY COUNCIL MEETING—JANUARY 22, 2019

KIM ESPINOSA, PLANNING MANAGER

BACKGROUND

- September 2018—City Council asked for review of Accessory Dwelling Unit (ADU's) Ordinance to Determine Any Needed Changes to Comply with New State Laws and to Consider Programs to Encourage the Development of ADU's in Merced.
- November 19, 2018—City Council reviewed Possible Changes and New Programs and Directed Staff to:
 - Prepare Ordinance Changes for Public Hearings before Planning Commission & City Council in Early Months of 2019.
 - Develop a Housing program similar to the Clovis Cottage model of having pre-approved plans for ADU's to make it easier for Property Owners to Develop ADU's.
 - Return to City Council in January 2019 to discuss Policy Issues regarding Parking and Owner Occupancy Requirements prior to Drafting the Modified Ordinance.

PROPOSED CHANGES TO MERCED ZONING ORDINANCE FOR ACCESSORY DWELLING UNITS



ZONING ORDINANCE CHANGES

- Change “Second Units” or “Secondary Dwelling Units” to “Accessory Dwelling Units” throughout the Zoning Ordinance.
- The maximum size of an attached ADU shall be changed from 1,000 square feet to 1,200 square feet.
- Remove the “maximum number permitted” section, but include that “ADU’s cannot exceed the allowable density for the lot.”
- Clarify that the standard that the ADU “be clearly subordinate to the primary dwelling” would not preclude an ADU from being located in the front of the property.
- Clarify the setback requirements for ADU’s.

ZONING ORDINANCE CHANGES (CONT.)

- Change the parking requirements for ADU's with more than 3 bedrooms from 2 to 1 space as State law only requires 1 parking space for all ADU's regardless of size.
- Add a provision that "parking may be allowed in setback areas or as tandem parking on a driveway, unless the City determines that such options are not feasible on the existing property, based on fire and life safety concerns."
- Add a provision that states that the parking requirements do not apply in these cases:
 - Historic districts
 - Within ½ mile of public transit
 - Part of an existing structure
 - On-street parking permits are required
 - Car share vehicles are located within one block



ZONING ORDINANCE CHANGES (CONT.)

- Add provisions regarding fees, including:
 - ADU's are not considered "a new residential use for the purpose of calculating connection fees or capacity charges for utilities, including water and sewer service."
 - Any utility fee or charge imposed "must not exceed the cost of providing the service."
 - The City "cannot require applicants creating ADU's within the existing space of a single-family dwelling or accessory structure...to install a new or separate utility connection or impose a related connection fee or capacity charge."
 - *These provisions may also require changes to the Merced Municipal Code sections relating to the water and sewer connection fees as well.*

Planning staff will prepare these changes to the Zoning Ordinance for consideration at public hearings by the Planning Commission and City Council in the early months of 2019.

**POLICY
DIRECTION RE:
PARKING AND
OWNER
OCCUPANCY
REQUIREMENTS
FOR ACCESSORY
DWELLING UNITS**



PARKING

- Add a provision that “parking may be allowed in setback areas or as tandem parking on a driveway, unless the City determines that such options are not feasible on the existing property, based on fire and life safety concerns.”
- Each Single-Family Home requires one parking space (10' x 20'), but that space cannot be within the exterior setback area in R-1 and R-2 zones.
- Parking is NOT prohibited in the Driveway, but it does not count as the Legal Required Parking Space. That Space is usually Located within the Garage.
- This Provision can make it difficult to convert the garage into living space. However, during the Comprehensive Zoning Ordinance Update in 2015, this issue was considered by the Focus Group, Planning Commission, and City Council, but the requirements remained the same.



PARKING (CONT.)

- Options for the City Council to Consider:
 - Make Broader Changes to the Zoning Ordinance to Allow Legal Parking Spaces to be Located within the Exterior Setback Areas in R-1 and R-2 Zones OR
 - Grant a Special Exemption from this Requirement for Accessory Dwelling Units Only.
- The Special Exemption would meet the requirements of State Law and would likely have less impacts on Single-Family Neighborhoods
 - More Requests for Garage Conversions to Living Space than ADU's.



OWNER OCCUPENCY

- The City's current Ordinance requires "the owner of a parcel occupied by a second unit (now ADU) shall reside in either the primary dwelling unit or the second unit."
- A Deed Restriction is also Required to be Recorded to Implement the Above.
- State Law does NOT require the City to Eliminate this Requirement, but some Cities are considering it in order to encourage the construction of ADU's.
- Many Cities (Clovis, Modesto, Turlock, Walnut Creek, etc.) Retain this Requirement.
- Eliminating the Requirement May Have Impacts on Single-Family Neighborhoods in that Both Units could be Rentals with No Landlord Onsite.
- The Occupancy Requirement is thought to Minimize Negative Impacts because the Property Owner is Living on the Same Property as Their Tenants.



CITY COUNCIL DIRECTION

1. Should the Driveway be Allowed to Count as the Required Parking Space in All R-1 and R-2 Zones OR Should a Special Exemption be Granted for ADU's Only?
2. Should the Owner of an ADU Still Be Required to Live Onsite?
3. Other Ideas?

