



CITY OF MERCED

Meeting Agenda

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

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

Monday, August 19, 2019

6:00 PM

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

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. CALL TO ORDER

A.1. Pledge of Allegiance to the Flag

A.2. Invocation - Maggie Fuentes, Chaplain for the Merced Police Department

B. ROLL CALL

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. WRITTEN PETITIONS AND COMMUNICATIONS

D. 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.

E. 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.

E.1. [19-200](#) **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.

E.2. [19-440](#) **SUBJECT:** Information Only-Site Plan Review Committee Meeting Minutes of June 20, 2019

RECOMMENDATION

For information only.

E.3. [19-417](#) **SUBJECT:** Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of July 15, 2019

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 July 15, 2019.

E.4. [19-373](#)

SUBJECT: Adoption of Resolution Approving a Collaboration Between the City of Merced, the Fire Fighters Union and the California Fire Foundation to Provide Financial Assistance to Victims of Fire and Natural Disasters

REPORT IN BRIEF

Considers the adoption of a Resolution approving the collaboration between the City, the Fire Fighters Union and the California Fire Foundation to implement a Supplying Aid to Victims of Emergency (SAVE) program thereby enabling firefighters to provide gift cards to residents who have lost property and material possessions in an emergency through the execution of a Memorandum of Understanding and development of a Standard Operating Guideline.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2019-54**, a Resolution of the City Council of the City of Merced, California, authorizing the Fire Chief to act for the City Manager by entering into a Memorandum of Understanding (MOU) between the California Fire Foundation (CFF), Merced Fire Department, and the bargaining unit, the International Association of Fire Fighters (IAFF Local 1479), representing Firefighters within the City of Merced, (City) to implement the Supplying Aid to Victims of Emergency (SAVE) within the City: and,

B. Authorizing the Fire Chief to adopt and submit to CFF, the CFF's suggested Standard Operating Guidelines (SOG) for the CFF's SAVE program.

E.5. [19-357](#)

SUBJECT: Award of Bid and Approval of Contract to Provost and Pritchard Engineering Group, Inc. for Groundwater Monitoring Well and Municipal Well Sampling Services in the Amount of \$220,800

REPORT IN BRIEF

Considers awarding a contract in the amount of \$220,800 to Provost and Pritchard Engineering Group, Inc. to perform groundwater sampling services to support the City's PCE and MTBE environmental investigations

RECOMMENDATION

City Council - Adopt a motion awarding a contract with Provost and Pritchard Engineering Group, Inc. for the three year term of July 1, 2019 to June 30, 2022, in the amount of \$73,600 annually for each of the fiscal years FY 2019/20, FY 2020/21, and FY 2021/22 to provide groundwater well and municipal well sampling services and authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

E.6. [19-381](#)

SUBJECT: Approval of Lease Agreement Between the City of Merced and YARTS (Yosemite Area Regional Transportation System) for Use of the Bus Concourse and Common Areas at the Merced Transportation Center (710 W. 16th Street) with Rent Starting at \$200.00 per Month for a Term of Five Years with Annual Extensions by Mutual Agreement of the Parties

REPORT IN BRIEF

Considers a lease agreement (5-year Term with annual extensions by mutual agreement of the parties) with YARTS for use of the bus concourse and common area facilities located at the Merced Transportation Center, located at 710 W. 16th Street.

RECOMMENDATION

City Council - Adopt a motion approving the lease agreement between YARTS and the City of Merced and authorizing the City Manager or the Assistant City Manager to execute all necessary documents.

E.7. [19-442](#)

SUBJECT: Approval of City-Owned Real Property Use Request #19-12 by the Greater Merced Chamber of Commerce for the Use of Bob Hart Square Park to Host a Vino and Tapas Fundraiser Event, to Include the Serving of Alcohol, on Saturday, October 12, 2019, from 1:00 p.m. to 9:00 p.m.

REPORT IN BRIEF

Considers approving a request by the Greater Merced Chamber of Commerce to allow the use of Bob Hart Square Park for their Vino and

Tapas Tasting fundraiser event, to include the serving of alcohol, on Saturday, October 12, 2019, from 1:00 p.m. to 9:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the exclusive use of Bob Hart Square Park on Saturday, October 12, 2019, from 1:00 p.m. to 9:00 p.m. for the Vino and Tapas Tasting fundraising event (including the service of alcohol); subject to the conditions outlined in the administrative report.

E.8. [19-455](#)

SUBJECT: Adoption of Resolution Denying the Appeal of the Planning Commission's Decision to Grant a One-Year Extension to Bright Development for Vesting Tentative Subdivision Map #1291 for the Subdivision Involving 39.8 Acres Generally Located on the East Side of G Street at Merrill Place (Extended)

REPORT IN BRIEF

Provides Resolution for adoption to deny the appeal filed by BP Investors, LLC, Leeco, LLC, Exposition Properties, LLC and Rick Telegan, as adjacent landowners of the Planning Commission's decision to approve a one-year extension for Vesting Tentative Subdivision Map (VTSM) #1291 per City Council direction on June 3, 2019.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2019-38**, A Resolution of the City Council of the City of Merced, California, denying an appeal by BP Investors, LLC; Leeco, LLC; and Exposition Properties, LLC, concerning the action of the Planning Commission resulting in the approval of the extension of Vesting Tentative Subdivision Map #1291 (Modified) for Bright Development, which extended the expiration date of the Vesting Tentative Subdivision Map to January 16, 2020.

E.9. [19-469](#)

SUBJECT: Second Reading and Final Adoption of Ordinance Amending Section 20.42 and Various Other Sections of the Merced Municipal Code Regarding Accessory Dwelling Units (Zoning Ordinance Amendment #19-02)

REPORT IN BRIEF

Second reading and final adoption of ordinance which would modify the City's zoning regulations regarding accessory dwelling units.

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance 2502**, An Ordinance

of the City Council of the City of Merced, California, Amending Sections 20.42 ("Second Units") as well as Tables 20.08-1 ("Permitted Land Uses in the Residential Zoning Districts"), 20.16-1 ("Permitted Land Uses in the Urban Village Zoning Districts"), and 20.38-1 ("Off-Street Parking Requirements"); and Sections 20.08.030.F.1 ("Development Standards for Residential Zoning Districts, Parking"), 20.20.010.C.3 ("Urban Transition Zoning District, Development Standards"); 20.46.010 ("Residential Design Standards, Purpose"), and 20.90.020 ("Glossary, Definitions") of the Merced Municipal Code.

F. PUBLIC HEARINGS

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

- F.1. [19-446](#) **SUBJECT:** Public Hearing - Adoption of Resolution to Abandon a Storm Drainage Easement and Street Light Easement at 1368 Griffin Street, Generally Located on the East Side of Griffin Street, Approximately 525 Feet North of McSwain Road (Vacation #19-03)

REPORT IN BRIEF

The City Council will consider the abandonment of an old storm drainage easement and street light easement at 1368 Griffin Street.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2019-52, A** Resolution of the City Council of the City of Merced, California, ordering the vacation of a storm drainage easement and street light easement at 1368 Griffin Street, generally located on the east side of Griffin Street, approximately 525 feet north of McSwain Road (Vacation #19-03)

G. REPORTS

- G.1. [19-476](#) **SUBJECT:** Report to the City Council on Economic Opportunity Zones

REPORT IN BRIEF

Presentation to the City Council on the Opportunity Zone program created by the 2017 Federal Tax Cuts and Jobs Act.

RECOMMENDATION

Information-Only.

H. BUSINESS

H.1. [19-430](#) **SUBJECT:** Request to Add Item to Future Agenda

REPORT IN BRIEF

Provides members of the City Council to request that an item be placed on a future City Council agenda for initial consideration by the City Council.

H.2. [19-429](#) **SUBJECT:** City Council Comments

REPORT IN BRIEF

Provides an opportunity for the Mayor and/or Council Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the City and to make a brief announcement on future community events and/or activities. The Brown Act does not allow discussion or action by the legislative body under this section.

I. ADJOURNMENT



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item E.1.

Meeting Date: 8/19/2019

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

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

RECOMMENDATION

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



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item E.2.

Meeting Date: 8/19/2019

Report Prepared by: Taylor Hensley, Administrative Assistant I, Planning Division

SUBJECT: Information Only-Site Plan Review Committee Meeting Minutes of June 20, 2019

RECOMMENDATION

For information only.

ATTACHMENTS

1. Minutes

CITY OF MERCED
Site Plan Review Committee

MINUTES

Planning Conference Room
2nd Floor Civic Center
Thursday, June 20, 2019

Chairperson McBRIDE called the meeting to order at 1:32 p.m.

1. **ROLL CALL**

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

Committee Members Absent: None

Staff Present: Economic Development Director Quintero, Development Associate Mendoza, Deputy Fire Chief Wilson, Principal Planner Hren, Planning Manager Espinosa, and Associate Planner/Recording Secretary Mendoza-Gonzalez

2. **MINUTES**

M/S FRAIZER - BELTRAN, and carried by unanimous voice vote, to approve the Minutes of June 13, 2019, as submitted.

3. **COMMUNICATIONS**

None.

4. **ITEMS**

- 4.1 Site Plan Application #440, submitted by Seritage SRC Finance, LLC, property owner, to modify the interior/exterior of an existing building, and to construct two new building pads at 1011 W. Olive Avenue within Planned Development (P-D) #1, with a General Plan designation of Regional/Community Commercial (RC).

Associate Planner MENDOZA-GONZALEZ reviewed the application. Refer to Draft Site Plan Resolution #440 for further information.

Associate Planner MENDOZA-GONZALEZ provided a memo regarding signage and approval from adjoining properties. This memo affected Findings F and G, and Conditions #7 and #17.

Director of Development Services McBRIDE recommended modifying Condition #10 to allow discretion for landscape requirements.

Land Surveyor CARDOSO recommended adding Condition #19 to ensure compliance with Post Construction Standards for storm drainage.

M/S CARDOSO - FRAIZER, and carried by the following vote to adopt a Categorical Exemption regarding Environmental Review #19-14, and approve Site Plan Application #440, subject to the Findings and eighteen (18) conditions set forth in Draft Resolution #440 with modifications to Findings G and E, Conditions #7, #10, #17, and the addition of Condition #19 as follows:

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

- “F) The signage shown on the façade is being provided for conceptual purposes only and is not to be considered with this request (Exhibits C and D) and is specifically excluded from this request. A sign program for the entire Merced Mall Shopping Center site shall be submitted for Planning Staff approval through the Administrative Conditional Use Permit for Signs process. However, any new “Shopping Center” signs as defined by the City’s Ordinance are subject to the Planning Commission approval as well. A Sign permit applications for individual signs will be submitted to the Inspection Services Department after the approval of the Sign Program. at a later date. All signing shall comply with the North Merced Sign Ordinance. Building permits shall be obtained prior to installing any permanent signing. A

Temporary Sign Permit shall be obtained prior to installing any temporary signs or banners (see Condition #7).

- “G) The proposed new building pads are being reviewed and approved in concept with this Site Plan Review Permit, but may also be subject to approval of the parties to that certain Declaration of Establishment of Restrictions and Covenants Affecting Land recorded October 15, 1968 as Document #18774, as amended. The exterior elevations have yet to be provided. The exterior elevations shall be reviewed and approved by the Director of Development Services during the building permit stage (Condition #17). Significant changes to this site plan may require referral to the Site Plan Review Committee, at the discretion of the Director of Development Services.
- “7) The signage as shown on Exhibits C and D is excluded from this request. The applicants shall submit a sign program for the entire Merced Mall Shopping Center site for Planning staff approval through the Administrative Conditional Use Permit for Signs process. However, any new “Shopping Center” signs as defined by the City’s Ordinance are subject to the Planning Commission approval as well. All signing shall comply with the North Merced Sign Ordinance. Building permits shall be obtained prior to installing any permanent signing. A Temporary Sign Permit shall be obtained prior to installing any temporary signs or banners. Temporary freestanding or A-frame signs are not allowed.
- “10) The parking lot layout shall comply with all applicable City Standards. Parking lot trees shall be provided at a ratio of one tree for every six parking spaces within this site, or as otherwise required by the Director of Development Services. These trees shall be installed per the City’s Parking Lot Landscape Standards, shall be a minimum of 15-gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City’s approved tree list).

“17) The final site plan and elevations of the proposed new building pads shall be reviewed and approved by the Director of Development Services, or, if deemed necessary, the Site Plan Review Committee. These pads may also be subject to the approval of the of the parties to that certain Declaration of Establishment of Restrictions and Covenants Affecting Land recorded October 15, 1968 as Document #18774, as amended.

“19) The subject site shall comply with all applicable MS IV permit storm drain requirements for post-construction standards.”

AYES: Committee Members Cardoso, Fraizer, and
Chairperson McBride

NOES: None

ABSENT: None

5. **INFORMATION ITEMS**

5.1 **Calendar of Meetings/Events**

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

6. **ADJOURNMENT**

There being no further business, Chairperson McBride adjourned the meeting at 1:58 p.m.

Respectfully submitted,



Kim Espinosa, Secretary
Merced City Site Plan Review Committee

Site Plan Review Committee Minutes

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June 20, 2019

APPROVED:

A handwritten signature in blue ink, appearing to read "Scott McBride", is written over the printed name.

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

CITY OF MERCED
SITE PLAN REVIEW COMMITTEE
RESOLUTION #440

<u>Seritage Growth Properties</u>	<u>Façade/interior remodel of an existing building, and constructing two new building pads.</u>
APPLICANT	PROJECT
<u>500 Fifth Ave., Suite 1530</u>	<u>1011 W. Olive Avenue</u>
ADDRESS	PROJECT SITE
<u>New York, NY 10110</u>	<u>236-220-031</u>
CITY/STATE/ZIP	APN
<u>(212) 355-7800</u>	<u>Planned Development (P-D) #1</u>
PHONE	ZONING

In accordance with Chapter 20.68 of the Merced City Zoning Ordinance, the Site Plan Review Committee reviewed and approved Site Plan Application #440 on June 20, 2019, submitted by Seritage SRC Finance, LLC, property owner, to modify the interior/exterior of an existing building, and to construct two new building pads at 1011 W. Olive Avenue within Planned Development (P-D) #1, with a General Plan designation of Regional/Community Commercial (RC). Said property being more particularly described as Parcel A as shown on the Map entitled “Parcel Map for Sears, Roebuck, and Co.,” recorded in Book 78, Page 14 of Merced County Records; also known as Assessor’s Parcel Number (APN) 236-220-031.

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

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

- A) The proposal complies with the General Plan designation of Regional/Community Commercial (RC) and the Zoning classification of Planned Development (P-D) #1.
- B) This Project consist of two phases. The first phase includes remodeling the interior and exterior of an existing building to allow for multiple retail suites at 1011 W. Olive Avenue. Façade improvements include installing new storefront windows, adding new entryways/parapets, and painting the exterior of the building. The second phase of this Project involves developing two new building pads on the southern portion of the parcel (see Exhibits B, C, and D).
- C) Site Plan modifications include modifying the parking lot, adding pedestrian path-of-travels, installing an additional trash enclosure (on the southeast portion

of the parcel), and providing a new loading zone (on the northeast portion of the parcel).

- D) The applicant will provide landscape plans during the building permit stage (see Conditions #10 and #11).
- E) The applicant shall provide short-term bicycle parking spaces for the new building pads equivalent to 8% of required parking spaces and long-term bicycle parking spaces equivalent to 8% of required parking spaces. In addition, the bicycle parking spaces should meet the City's design standards for bicycle racks, including those pertaining to installing covered shelters. Details to be worked out with Planning staff during the building permit stage. Bicycle parking spaces are not required for the remodeled building, but they are encouraged at the ratio and standards described above.
- F) The signage shown on the façade is being provided for conceptual purposes only and is not to be considered with this request (Exhibits C and D) and is specifically not approved with this request. A sign program for the entire Merced Mall Shopping Center site shall be submitted for Planning Staff approval through the Administrative Conditional Use Permit for Signs process. However, any new "Shopping Center" signs as defined by the City's Ordinance are subject to the Planning Commission approval as well. Sign permit applications for individual signs will be submitted to the Inspection Services Department after the approval of the Sign Program. All signing shall comply with the North Merced Sign Ordinance. Building permits shall be obtained prior to installing any permanent signing. A Temporary Sign Permit shall be obtained prior to installing any temporary signs or banners (see Condition #7). The proposed building pads are being reviewed and approved in concept with this Site Plan Review Permit. The exterior elevations have yet to be provided. The exterior elevations shall be reviewed and approved by the Director of Development Services during the building permit stage (Condition #17). Significant changes to this site plan may require referral to the Site Plan Review Committee, at the discretion of the Director of Development Services.
- G) The proposed new building pads are being reviewed and approved in concept with this Site Plan Review Permit, but may also be subject to approval of the parties to that certain Declaration of Establishment of Restrictions and Covenants Affecting Land recorded October 15, 1968 as Document #18774, as amended. The exterior elevations have yet to be provided. The exterior elevations shall be reviewed and approved by the Director of Development Services during the building permit stage (Condition #17). Significant changes to this site plan may require referral to the Site Plan Review Committee, at the discretion of the Director of Development Services.

NOW, THEREFORE, BE IT RESOLVED that the Merced City Site Plan Review Committee does approve Site Plan Application #440 subject to the following conditions:

- 1) The site shall be constructed as shown on Exhibit B (site plan), Exhibit C (elevations), and Exhibit D (renderings), and as modified by the conditions of approval within this resolution.
- 2) All conditions contained in Site Plan Review #79-1 – Amended (“Standard Conditions for Site Plan Review Application”) shall apply.
- 3) All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply, including, but not limited to, the California Building code and Fire codes.
- 4) The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant’s project is subject to that other governmental entity’s approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.
- 5) The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.
- 6) Notwithstanding all other conditions, all construction and improvements shall be in strict accordance with Zoning, Building, and all other codes, ordinances, standards, and policies of the City of Merced.
- 7) The signage as shown on Exhibits C and D is excluded from this site plan review application. The applicants shall submit a sign program for the entire Merced Mall Shopping Center site for Planning staff approval through the Administrative Conditional Use Permit for Signs process. However, any new “Shopping Center” signs as defined by the City’s Ordinance are subject to the Planning Commission

approval as well. All signing shall comply with the North Merced Sign Ordinance. Building permits shall be obtained prior to installing any permanent signing. A Temporary Sign Permit shall be obtained prior to installing any temporary signs or banners. Temporary freestanding or A-frame signs are not allowed.

- 8) Exterior color schemes be similar to those submitted by the applicant for site plan review (see Exhibits C and D).
- 9) Existing parking spaces shall be re-painted with a fresh coat of paint.
- 10) The parking lot layout shall comply with all applicable City Standards. Parking lot trees shall be provided at a ratio of one tree for every six parking spaces within this site, or as otherwise required by the Director of Development Services. These trees shall be installed per the City's Parking Lot Landscape Standards, shall be a minimum of 15-gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree list).
- 11) Detailed landscape plans shall be submitted for review during the building permit stage. Landscape plans shall comply with all relevant landscape standards for commercial properties as shown in Merced Municipal Code Chapter 20.36 – Landscaping.
- 12) The premises shall remain clean and free of debris and graffiti at all times.
- 13) As required by Merced Municipal Code Section 17.04.050 and 17.04.060, full public improvements shall be installed/repared if the permit value of the project exceeds \$100,000.00. Public improvements may include, but not be limited to, repairing/replacing the sidewalk, curb, gutter, and street corner ramp(s), so that they comply with ADA standards and other relevant City of Merced/State/Federal standards and regulations
- 14) All plans and supporting documents submitted for building permits shall meet or exceed the Building Codes in effect at the time of building permit application submittal. Plans shall be drawn by a licensed design professional. The construction work shall be performed by an appropriately licensed Contractor (B-Contractor).
- 15) The applicant shall provide parking lot lighting throughout the parking lot in a manner that satisfies California Building Code requirements and does not spill-over onto adjacent parcels.
- 16) The trash enclosures shall comply with the requirements of the Public Works Department - Refuse Division.
- 17) The final site plan and elevations of the proposed new building pads shall be reviewed and approved by the Director of Development Services, or, if deemed necessary, the Site Plan Review Committee. These pads may also be subject to the approval of the parties to that certain Declaration of Establishment of Restrictions

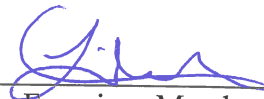
and Covenants Affecting Land recorded October 15, 1968 as Document #18774, as amended.

- 18) The use of the new building pads may be limited by parking availability.
- 19) The subject site shall comply with all applicable MS IV permit storm drain requirements for post-construction standards.

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

6-20-2019

DATE



Francisco Mendoza-Gonzalez

Associate Planner

TITLE

Exhibits

- A) Location Map
- B) Proposed Site Plan
- C) Proposed Elevations
- D) Renderings
- E) Categorical Exemption






R STREET

WEST OLIVE AVENUE

CIVIL IMPROVEMENT PLAN FOR
MERCED MALL (FORMER SEARS)
1101 WEST OLIVE AVENUE

21

CA


**GOLDEN VALLEY
ENGINEERING & SURVEYING**
 405 West 18th Street
 Minnetonka, MN 55340
 P.O. (208) 722-3000
 Fax: (208) 722-3254

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PREPARED BY:

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GOLDEN VALLEY
ENGINEERING & SURVEYING
405 West 18th Street

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P.O. Box 349
Maricad, CA 95341
Ph.: (209) 722-3200
Fax: (209) 722-3254

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STATE OF CALIFORNIA
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05/24/2019

SHEET CONTENTS

SITE PLAN

PREPARED FOR
SERITAGE
GROWTH PROPERTIES

11601 Wishire Blvd, Ste 400
Los Angeles, California 90025
(424) 901-7652

Date: _____
 Created By: _____
 Drawn By: RM _____
 Job No.: 19056

C4.0

**Know what's below.
Call before you dig.**
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C4.0

MERCED

SITE PLAN

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SERITAG
GROWTH PR

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Checked By: _____

Jeb. No.: 19056

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M2 ARCHITECTS
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LOS ANGELES, CA 90025
TEL: 310.755.1100
WWW.M2ARCHITECTS.COM

MERCED MALL
FORMER SEARS
1101 WEST OLIVE AVENUE
MERCED, CA 95348

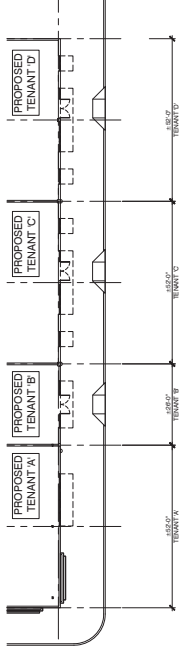
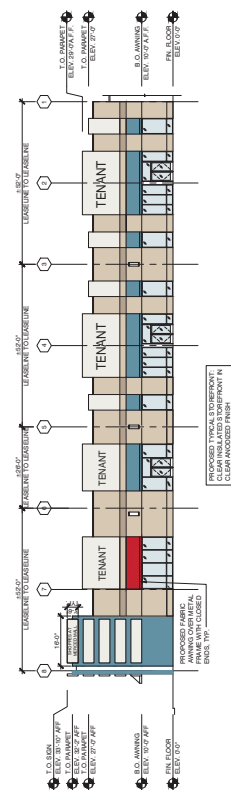
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LOS ANGELES, CA 90025

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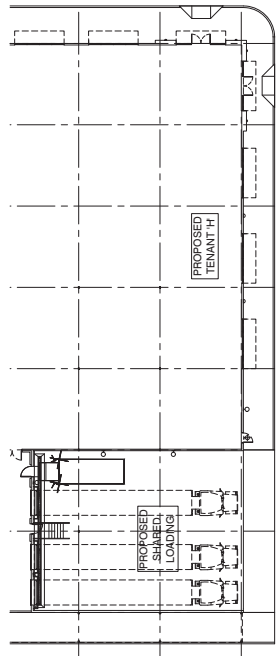
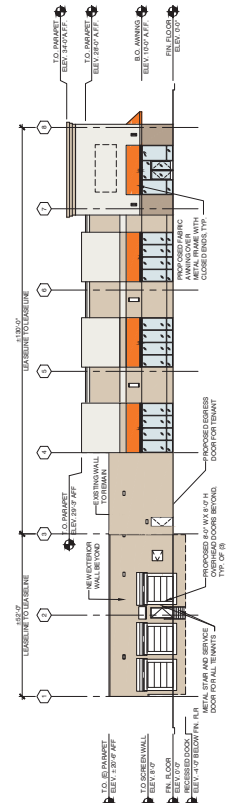
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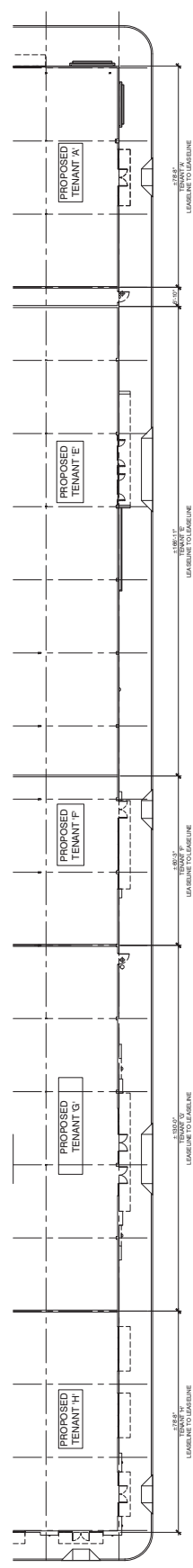
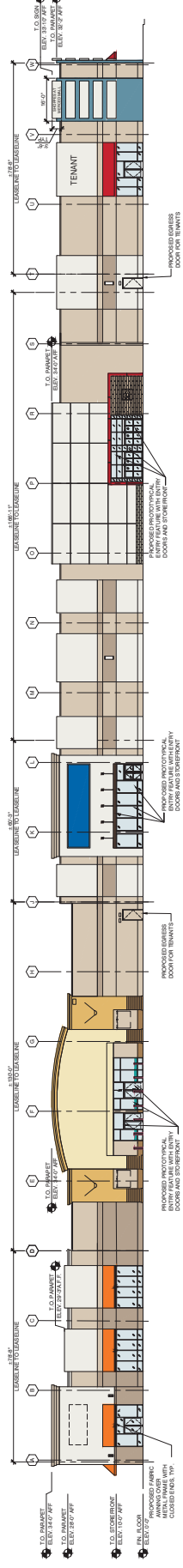
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PROPOSED SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



PROPOSED NORTH ELEVATION
SCALE: 1/8" = 1'-0"



PROPOSED WEST ELEVATION
SCALE: 1/8" = 1'-0"



Scale: MTS

DATE	PERIOD
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THROUGH ITS EFFORTS THE ILLINOIS-CHICAGO TRADING COMPANY HAS BEEN ABLE TO OBTAIN A FURTHER REDUCTION IN THE PRICE OF THE PRODUCT.

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Learning and the program is aimed at providing a foundation in the application of the program to the study of the program.

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NEW YORK, NEW YORK

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Cleveland, Ohio 44131
T 216.520.1551 F 216.520.1567
info@architecture.com

NOTICE OF EXEMPTION

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

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

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

Project Title: Site Plan Review #440 (Environmental Review #19-14)

Project Applicant: Seritage Growth Properties

Project Location (Specific): 1011 W. Olive Avenue **APN:** 236-220-031

Project Location - City: Merced

Project Location - County: Merced

Description of Nature, Purpose, and Beneficiaries of Project: Building remodel, building additions, and site plan modifications to the parking lot.

Name of Public Agency Approving Project: City of Merced

Name of Person or Agency Carrying Out Project: Seritage Growth Properties

Exempt Status: (check one)

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

Reasons why Project is Exempt: As defined under the above referenced Section, the proposed project consists of minor interior and exterior alterations only, such as remodeling existing building, constructing two building pads, and modifying the parking lot, which are considered to be exempt under the CEQA Guidelines per Section 15301 (a).

Lead Agency: City of Merced

Contact Person: Francisco Mendoza-Gonzalez

Area Code/Telephone: (209) 385-6858

Signature:  **Date:** 06-13-2019 **Title:** Planner

X Signed by Lead Agency

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

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



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item E.3.

Meeting Date: 8/19/2019

SUBJECT: Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of July 15, 2019

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 July 15, 2019.

ALTERNATIVES

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

ATTACHMENTS

1. Minutes of July 15, 2019



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, July 15, 2019

6:00 PM

A. CLOSED SESSION ROLL CALL

Present: 4 - Mayor Pro Tempore Anthony Martinez, Mayor Mike Murphy, Council Member Kevin Blake, and Council Member Matthew Serratto

Absent: 3 - Council Member Jill McLeod, Council Member Delray Shelton, and Council Member Fernando Echevarria

B. CLOSED SESSION

Mayor MURPHY called the Closed Session to order at 5:33 PM.

Clerk's Note: Council Member MCLEOD arrived at 5:36 PM.

B.1.

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION; California Department of Finance v. City of Merced, et al.; Sacramento County Superior Court Case No.34-2016-80002485;
AUTHORITY: Government Code Section 54956.9(d)(1)

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

C. CALL TO ORDER

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

Clerk's Note: Council Member SHELTON teleconferenced in at 6:03 PM from the Murieta Inn, First Floor Sales Office, 7337 Murieta Drive, Rancho Murieta, CA 95683.

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

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

C.2. Pledge Allegiance to the Flag

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

D. ROLL CALL

- Present:** 6 - Mayor Pro Tempore Anthony Martinez, Mayor Mike Murphy, Council Member Kevin Blake, Council Member Jill McLeod, Council Member Matthew Serratto, and Council Member Delray Shelton
- Absent:** 1 - Council Member Fernando Echevarria

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

E. REPORT OUT OF CLOSED SESSION

There was no report.

F. WRITTEN PETITIONS AND COMMUNICATIONS

There were none.

G. ORAL COMMUNICATIONS

Angel BARRAGAN, Merced - announced his run for Merced County Supervisor for District two.

H. CONSENT CALENDAR

Items H.5. Award of Bid and Approval of Contract to LSA Associates, Inc. for Environmental Compliance Services for the Proposed Well Site No. 22, Project No. 116020, in the Amount of \$94,422.02 and H.7. Approval of City-Owned Real Property Use Request #19-11 by the Mercy Medical Center Merced Foundation to Reserve the Use of Portions of the Merced Municipal Airport from Friday, September 27, 2019, at 8:00 a.m. to Sunday, September 29, 2019, at 2:00 p.m.; to Host Their Biennial Fundraising Gala, to be Scheduled for Saturday, September 28, 2019, from 5:30 p.m. to 12:00 a.m.; were pulled for separate consideration.

Clerk's Note: There was a typo regarding the Resolution in item H.6., it was incorrectly indexed, and should read Resolution 2019-42.

Approval of the Consent Agenda

A motion was made by Council Member Blake, seconded by Council Member Serratto, to approve the Consent Agenda. 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:** 0

Absent: 1 - Council Member Echevarria

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

REPORT IN BRIEF

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

RECOMMENDATION

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

This Consent Item was approved.

H.2.**SUBJECT:** Information Only - Site Plan Review Committee Minutes of June 13, 2019

RECOMMENDATION

For information only.

This Consent Item was approved.

H.3.**SUBJECT:** Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of June 17, 2019

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 June 17, 2019.

This Consent Item was approved.

H.4.**SUBJECT:** Approval of Application to the San Joaquin Valley Air Pollution Control District (SJVAPCD) Agricultural Tractor Replacement Incentive Program for the Replacement of One (1) Tractor at the Wastewater Treatment Plant (WWTP) and Accepting and Increasing Revenue in the Amount of \$155,000 for Future Reimbursement from the SJVAPCD Incentive Program, if Approved

REPORT IN BRIEF

Considers approving an application to the San Joaquin Valley Air Pollution Control District (SJVAPCD) Agricultural Tractor Replacement Program for the replacement of one tractor at the Wastewater Treatment Plant (WWTP).

RECOMMENDATION

City Council - Adopt a motion:

A. Approving an application to the San Joaquin Valley Air Pollution Control District (SJVAPCD) Agricultural Tractor Replacement Program for the replacement of one tractor at the Wastewater Treatment Plant (WWTP); and,

B. Accepting and increasing revenue in the amount of \$155,000 in Fund 674 - Fleet Replacement for future reimbursement from the SJVAPCD Incentive Program if approved; and,

C. Authorizing the City Manager or the Assistant City Manager to sign the necessary documents and the Finance Officer to make the necessary budget adjustments.

This Consent Item was approved.

H.6.

SUBJECT: Approval of Citywide Classification Study and Adoption of Resolution to Amend the Classification and Pay Plans by Establishing New Job Classifications and Salary Ranges, Amending Job Classification Titles and Deleting Job Classifications and Amending the Budget Allocation by Adding a Community Liaison Position to the Police Department Budget and Deleting a Recreation Supervisor Position from the Police Department Budget

REPORT IN BRIEF

Considers approving the Citywide Classification Study and adopting a Resolution updating the City's Classification and Pay Plans and Amending the Budget Allocation by Adding a Community Liaison Position to the Police Department Budget and Deleting a Recreation Supervisor from the Police Department Budget.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2019-41**, a Resolution of the City Council of the City of Merced, California, updating the classification plan by amending current classification titles, establishing new classification titles, and deleting obsolete classification titles; and,

B. Approving the addition of a Community Liaison position in the General Fund 001 Police Administration; and,

C. Approving the deletion of a Recreation Supervisor position in the General Fund 001 Police Administration.

This Consent Item was approved.

H.8.

SUBJECT: Adoption of Resolution Declaring the Intent to Abandon a Storm Drainage Easement and Street Light Easement at 1368 Griffin Street, Generally Located on the East Side of Griffin Street, Approximately 525 Feet North of McSwain Road, and Setting a Public Hearing for August 19, 2019 (Vacation #19-03)

REPORT IN BRIEF

Considers the abandonment of an old storm drainage easement and street light easement at 1368 Griffin Street.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2019-39**, a Resolution of the City Council of the City of Merced, California, declaring its intention to vacate a Storm Drainage Easement and Street Light Easement at 1368 Griffin Street, generally located on the east side of Griffin Street, approximately 525 feet north of McSwain Road (Vacation #19-03), and setting the time and place for a public hearing.

This Consent Item was approved.

H.9.

SUBJECT: Approval of Second Amendment to the Amended and Restated Contract for Water, Sewer, and Other Services Between the City of Merced and the Regents of the University of California and the First Amendment to the Agreement Affecting Real Property and Covenant to Annex and Authorization to Submit an Application to the Local Agency Formation Commission (LAFCO) to Reflect the Revised Boundary Area

REPORT IN BRIEF

Considers two amendments to contracts with the University of California from 2016 regarding services and annexation to reflect a

minor boundary change in the UC Merced Campus site and will also consider authorizing City staff to prepare an application to the Merced County Local Agency Formation Commission (LAFCO) to reflect the revised boundary in the previously-approved Out of Boundary Service Request.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the Second Amendment to the Amended and Restated Contract for Water, Sewer, and Other Services between the City of Merced and the Regents of the University of California; and,

B. Approving the First Amendment to the Agreement Affecting Real Property and Covenant to Annex; and,

C. Authorizing City staff to submit an application to the Merced County Local Agency Formation Commission to amend the previous Out of Boundary Service Request to reflect the revised boundary; and,

D. Authorizing the Mayor, the City Manager, or the Assistant City Manager to execute the final documents.

This Consent Item was approved.

H.10.

SUBJECT: Approval of Lease Agreement Between the City of Merced and Coralisa Gary, d.b.a. Glamazon, for 490 Square-Feet of Tenant Space in the Bell Station (415 W. 18th Street) for a Three (3) Year Term and a One Year Option with Rent Starting at \$612.50 Per Month

REPORT IN BRIEF

Considers a lease agreement (3-year term with a 1-year option) with Coralisa Gary, d.b.a. Glamazon for tenant space in the Bell Station located at 415 W. 18th Street.

RECOMMENDATION

City Council - Adopt a motion approving the lease agreement between Coralisa Gary, a sole proprietor, doing business as Glamazon and the City of Merced and authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

This Consent Item was approved.

H.11.

SUBJECT: Approval of Professional Service Agreement Between the City of Merced and Chabin Concepts for On-Call Economic Development Services in the Not to Exceed Amount of \$50,000.00

REPORT IN BRIEF

Considers approving the terms and scope of services for a Professional Services Agreement with Chabin Concepts to provide on-call consulting services to the Office of Economic Development.

RECOMMENDATION

City Council - Adopt a motion approving the professional services agreement between the City of Merced and Chabin Concepts, Inc. for on-call economic development consulting services in the amount not to exceed \$50,000.00 and authorizing the City Manager or the Assistant City Manager to execute all the necessary documents.

This Consent Item was approved.

H.12.

SUBJECT: Authorization to Accept and Appropriate a Donation of Two Thousand Five Hundred Dollars (\$2,500.00) from the Merced School Employees Federal Credit Union to be Used to Purchase Supplies and Offer Stipends for the Summer at City Hall Program

REPORT IN BRIEF

Considers accepting and appropriating a donation of two thousand five hundred dollars (\$2,500.00) from the Merced School Employees Federal Credit Union to offset the costs of the Summer at City Hall Program.

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting and increasing revenue to account 024-1218-360.02-00 in the amount of two thousand five hundred dollars (\$2,500.00) for the donation from the Merced School Employees Federal Credit Union for use in the Summer at City Hall Program; and,

B. Appropriating one thousand eight hundred (\$1,800) to account #024-1218-542.17-00 for students stipends and seven hundred (\$700)

to account #024-1218-542.29-00 to purchase supplies for the Summer at City Hall Program.

This Consent Item was approved.

H.5.

SUBJECT: Award of Bid and Approval of Contract to LSA Associates, Inc. for Environmental Compliance Services for the Proposed Well Site No. 22, Project No. 116020, in the Amount of \$94,422.02

REPORT IN BRIEF

Considers awarding a contract in the amount of \$94,422.02 to LSA Associates, Inc. to prepare an Environmental Impact Report for the proposed municipal Well 22 at 3987 North Hatch Road.

RECOMMENDATION

City Council - Adopt a motion awarding a contract for the proposed Well Site No. 22 environmental impact report to LSA Associates, Inc., in the amount of \$94,422; and, authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

Mayor MURPHY pulled this item to ask about the reasoning to move forward with the project.

Director of Public Works Ken ELWIN explained that Well 22 will serve as a replacement for Well 7A.

Council and Mr. ELWIN discussed placing Well 22 on hold until the Fall, offering information to the public about the Well and annexation, regarding any potential impacts to residents.

Council continued discussion on whether to move forward or put the project on hold after the motion was made.

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

Aye: 5 - Mayor Pro Tempore Martinez, Council Member Blake, Council Member McLeod, Council Member Serratto, and Council Member Shelton

No: 1 - Mayor Murphy

Absent: 1 - Council Member Echevarria

H.7.

SUBJECT: Approval of City-Owned Real Property Use Request #19-11 by the Mercy Medical Center Merced Foundation to

Reserve the Use of Portions of the Merced Municipal Airport from Friday, September 27, 2019, at 8:00 a.m. to Sunday, September 29, 2019, at 2:00 p.m.; to Host Their Biennial Fundraising Gala, to be Scheduled for Saturday, September 28, 2019, from 5:30 p.m. to 12:00 a.m.

REPORT IN BRIEF

Considers approving a request by the Mercy Medical Center Merced Foundation to allow the use of portions of the Merced Municipal Airport from Friday, September 27, 2019, at 8:00 a.m. to Sunday, September 29, 2019, at 2:00 p.m. for the set-up, the event, and the clean-up of the Foundation's biennial fundraising gala, to include the serving of alcohol.

RECOMMENDATION

City Council - Adopt a motion approving the exclusive use of portions of the Merced Municipal Airport from Friday, September 27, 2019, at 8:00 a.m. to Sunday, September 29, 2019, at 2:00 p.m., as requested by the Mercy Medical Center Merced Foundation, for their biennial fundraising gala (includes the serving of alcohol); subject to the conditions outlined in the administrative report.

Michelle SYMES-THIARA, Merced - requested to pull this item to discuss the event.

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 Serratto, and Council Member Shelton

No: 0

Absent: 1 - Council Member Echevarria

I. PUBLIC HEARINGS

I.1.

SUBJECT: Approval of Environmental Review #19-17 - Statutory Exemption for Feasibility and Planning Studies Pursuant to CEQA Guideline Section 15162 and Adoption of Resolution to Approve the City of Merced Active Transportation and Safe-Routes-to-School Plan

REPORT IN BRIEF

Considers approving environmental review #19-17 and adopting a resolution to approve the Active Transportation and Safe-Routes-to-School Plan.

RECOMMENDATION

City Council - Adopt a motion approving Environmental Review #19-17 - Statutory Exemption for Feasibility and Planning Studies Pursuant to CEQA Guideline Section 15162 and adopting **Resolution 2019-40**, a Resolution of the City Council of the City of Merced, California, adopting the City of Merced Active Transportation and Safe-Routes-to-School Plan.

Principal Planner Michael HREN gave a slide show presentation on the Active Transportation (ATP) and Safe-Routes-to-School Plan. He also noted a typo regarding the CEQA section number, it should be CEQA Section 15262.

Alta Representative Brett HONDORP gave a slide show presentation on the Active Transportation and Safe-Routes-to-School Plans.

Mayor MURPHY opened the Public Hearing at 6:53 PM.

Tom HOTHEM, Merced - spoke on his support for this plan.

Rick WENDLING, Merced - spoke on bike path and sidewalk maintenance.

Mayor MURPHY closed the Public Hearing at 6:58 PM.

Council, Mr. HREN, and Mr. HONDORP discussed the route to school on Childs Avenue between Parsons Avenue and Coffee Street, crossing improvements on Parsons Avenue by Golden Valley High School, how to encourage the use of the system, and the feasibility study for a bike path to connect Merced to Atwater.

A motion was made by Council Member McLeod, 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: 0

Absent: 1 - Council Member Echevarria

I.2.

SUBJECT: Public Hearing and Consideration of the Adoption of Resolution to Authorize the Inclusion in the California Municipal Finance Authority Bond Opportunities for Land Development (BOLD)

Program; Authorizes the California Municipal Finance Authority to Accept Applications from Property Owners, Conduct Proceedings and Levy Special Taxes Within the City of Merced Pursuant to the Mello-Roos Community Facilities Act of 1982, As Amended; and Other Related Actions

REPORT IN BRIEF

Following a Public Hearing, considers the adoption of a Resolution allowing properties within the territory of the City of Merced to participate in the California Municipal Finance Authority (CMFA) Bond Opportunities for Land Development (BOLD) program which provides long-term financing for certain development-related fees and infrastructure improvements.

RECOMMENDATION:

City Council - Adopt a Motion:

A. Approving **Resolution 2019-41**, a Resolution of the City Council of the City of Merced, authorizing use and inclusion in the California Municipal Financing Authorities Bond Opportunities for Land Development (BOLD) Program; Authorizing the California Municipal Finance Authority to accept applications from property owners, conduct proceedings and levy special taxes within the City of Merced pursuant to the Mello-Roos Community Facilities Act of 1982, as amended; and authorizing related actions; and,

B. Authorizing the City Manager or the Assistant City Manager to execute the necessary documents and take any and all actions necessary to carry out the intent of the resolution.

Director of Economic Development Frank QUINTERO gave a brief presentation on the Bond Opportunities for Land Development (BOLD) Program.

Mayor MURPHY opened and subsequently closed the Public Hearing at 7:20 PM due to a lack of public comment.

Mayor Pro Tempore MARTINEZ and Mr. QUINTERO discussed the bond process, potential effects of the bond to the services provided, and paying the bond back.

A motion was made by Council Member Blake, seconded by Council Member Serratto, to approve Resolution 2019-41. 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: 0

Absent: 1 - Council Member Echevarria

J. REPORTS

J.1.

SUBJECT: Adopt a Motion Selecting the North Merced Park Location, Amenities and Layout and Authorizing the Submission of a Proposition 68 Statewide Park Program Grant Round 3 Grant Application for an Amount Not to Exceed \$8.5 Million Dollars (\$8,500,000)

REPORT IN BRIEF

Considers granting authority for submittal of a grant application for funding of a new park in North Merced and adopting a motion selecting the location, amenities, and layout of the park for an amount not to exceed \$8.5 Million (\$8,500,000).

RECOMMENDATION

City Council - Adopt a motion selecting the North Merced park location, amenities and layout and authorizing the Parks and Recreation Department to submit the Proposition 68 Statewide Park Program Round 3 grant application for an amount not to exceed \$8.5 million dollars (\$8,500,000).

Recreation and Parks Supervisor Jennifer ARELLANO gave a slide show presentation on Proposition 68 and the selection of a North Merced Park location.

Council and Ms. ARELLANO discussed a walking trail at Fahren's Park and a park in South Merced.

Tracy GANNON, Merced - spoke on adding a park in South Merced near Mission Avenue and Tyler Road.

Kelly TURNER, Merced - requested to add upgrades to the McNamara park playground equipment as part of the grant application.

Yamilet VALLADOLID, Merced - spoke on behalf of Golden Valley Heath Care Center in support of the grant application.

Tamara COBB, Merced - spoke on upgrading McNamara park equipment.

Council and Ms. ARELLANO discussed park selection and amenities.

Clerk's Note: Council Member SHELTON recused himself due to the proximity of his residence.

A motion was made by Council Member Blake, seconded by Council Member McLeod, to direct staff to prepare all three grant applications. The motion carried by the following vote:

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

No: 0

Absent: 1 - Council Member Echevarria

Recused: 1 - Council Member Shelton

J.2.

SUBJECT: Report - Findings and Discussion on Forming a New Sister City Relationship

REPORT IN BRIEF

Updates City Council on current Sister City relationships and steps to form a new relationship.

RECOMMENDATION

Provide staff direction on the next steps for the formation of a new Sister City relationship.

Assistant City Clerk John TRESIDDER gave a slide show presentation on Sister Cities.

Mayor MURPHY discussed Sister Cities and choosing the City of Chiang Rai in Thailand as a Sister City.

Council discussed adding an additional Sister City and a citizen driven committee.

Merced Lao Family representative Moua TAO discussed Merced Lao Family's support to add a Sister City in Thailand.

A motion was made by Mayor Murphy, seconded by Council Member Blake, to direct staff to continue on the path of forming a Sister City in the City of Chiang Rai, Thailand. 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: 0

Absent: 1 - Council Member Echevarria

K. BUSINESS

K.1. Request to Add Item to Future Agenda

There were no items added.

K.2. City Council Comments

Mayor Pro Tempore MARTINEZ reported on attending the Summer at City Hall program, the Citizens Advisory Charter Review Committee meeting, and the Courthouse Museum exhibit.

Mayor MURPHY spoke on the Summer at City Hall Program.

L. ADJOURNMENT

Clerk's Note: The Regular Meeting was adjourned at 8:48 PM.

A motion was made by Council Member Blake, seconded by Council Member Serratto, to adjourn the Regular Meeting. 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: 0

Absent: 1 - Council Member Echevarria



ADMINISTRATIVE REPORT

Agenda Item E.4.

Meeting Date: 8/19/2019

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

SUBJECT: Adoption of Resolution Approving a Collaboration Between the City of Merced, the Fire Fighters Union and the California Fire Foundation to Provide Financial Assistance to Victims of Fire and Natural Disasters

REPORT IN BRIEF

Considers the adoption of a Resolution approving the collaboration between the City, the Fire Fighters Union and the California Fire Foundation to implement a Supplying Aid to Victims of Emergency (SAVE) program thereby enabling firefighters to provide gift cards to residents who have lost property and material possessions in an emergency through the execution of a Memorandum of Understanding and development of a Standard Operating Guideline.

RECOMMENDATION

City Council - Adopt a motion:

- A. Adopting **Resolution 2019-54**, a Resolution of the City Council of the City of Merced, California, authorizing the Fire Chief to act for the City Manager by entering into a Memorandum of Understanding (MOU) between the California Fire Foundation (CFF), Merced Fire Department, and the bargaining unit, the International Association of Fire Fighters (IAFF Local 1479), representing Firefighters within the City of Merced, (City) to implement the Supplying Aid to Victims of Emergency (SAVE) within the City: and,
- B. Authorizing the Fire Chief to adopt and submit to CFF, the CFF's suggested Standard Operating Guidelines (SOG) for the CFF's SAVE program.

ALTERNATIVES

1. Approve as recommended by Staff; or
2. Approve, subject to other than recommended by staff; or,
3. Deny; or,
4. Refer to Staff for further evaluation.

AUTHORITY

Government Code §40602
MMC Article V, §501

CITY COUNCIL PRIORITIES

The proposed action is consistent with the city's operating principle to promote safety, livability, and community wellness.

DISCUSSION

Background

SAVE is a program funded and sponsored by the CFF, a non-profit 501(c)(3) organization providing emotional and financial assistance to families of fallen firefighters, firefighters, and the communities that they protect. Formed in 1987 by California Professional Firefighters, the CFF's mandate includes an array of survivor and victim assistance projects and community initiatives.

The MFD has been continuously participating in this program since June, 2014, when MFD's Acting Fire Chief, IAFF Local 1479's President, and the CFF's Chair, executed the MOU and SOG.

The MFD is formalizing its collaboration with the IAFF Local 1479 and the CFF with a Resolution and MOU approved by the City's Attorney's Office and City Council to allow us to continue to provide assurance that those impacted by a disaster will receive instant, direct relief before, during and after their time of need.

Through the SAVE program, Merced's frontline firefighters will be able to provide a MasterCard gift card to eligible victims of fire and natural disasters allowing the victims to purchase basic necessities such as food, clothing or medicine. The amount of the MasterCard gift card and number of cards issued to the MFD is determined by the CFF and the CFF has determined that 38 MasterCard gift cards in the amount of \$250 will be issued to the MFD for this year.

We, as firefighters can't restore everything that a victim has lost and we are aware that the first 24 hours of the recovery process are challenging and the gift card will enable our firefighters to provide instant relief during the victim's time of need.

To implement the program requires that the:

- Fire Chief enter in a Memorandum of Understanding (See Attachment 1)
- The MOU requires the MFD to adopt Standard Operating Guidelines (SOG) for the SAVE program administration. CFF provides a sample SOG for the program (See Attachment 2). The MFD may adopt CFF's sample SOG by signing the document and returning it to CFF with the MOU. In the alternative, the MFD may adopt a unique SOG, provided it is approved by CFF. *The MFD recommends adopting CFF's sample SOG.*

Selected SAVE Program Information Highlights:

- Based upon statistical analysis of working fires on an ongoing basis, the CFF determines the number of SAVE gift cards (Currently 38) and amounts (Currently \$250/Card) to be issued.
- Fire Chief appoints his two Deputy Chiefs to oversee the SAVE program.
- Distribution of cards to victims will be determined by MFD's Incident Commanders.
- IAFF Local 1479 will oversee the SAVE program for the firefighters.
- MFD oversees accountability, handling, and distribution of gift cards.

- MFD oversees education and communication to firefighters on guidelines/protocol of SAVE program.
- MFD provides post incident reporting to CFF upon usage of gift card.
- MFD/IAFF Local 1479 are required to immediately report misuse not limited to fraud or inappropriate activation of gift card to CFF.
- MFD and IAFF Local 1479 to promote success of the SAVE program as opportunities arise.
- No financial cost will be borne by the City or IAFF Local 1479 to participate in program.
- Funding for the SAVE gift cards are derived in part by private donations and specialty license plates available only to firefighters.
- MFD and IAFF Local 1479 must provide 30 days notice to CFF if they no longer desire to participate in the SAVE program.
- CFF may terminate SAVE program at any time.
- The CFF sample SOG provides that gift cards may be distributed to victims, of:
 - Fire; or
 - Earthquakes; or
 - Flooding; or
 - Landslides/Mudslides
- Victims must be residents with a minimum of 25% damage to the property where they reside.
- Only 1 gift card per occupancy, regardless of whether the victim is an individual or a family.
- Gift card shall be provided to the individual residing full-time at the damaged occupancy, regardless of whether that individual is a renter or a home-owner.
- Gift cards expire three years past the date of the gift card.
- Victims do NOT need to fill out any questionnaire or answer any questions to receive their \$250 gift card
- Ineligible Gift Card Recipients:
 - Businesses
 - Victims of crisis or emergencies not impacted by damage caused by fire or natural disaster such as car crashes, evacuees forced to flee due to pending wildfires, or those victims who do not incur 25% damage to their residential property.
- Gift Cards may be used for:
 - Food/Water
 - Over the Counter or prescription medication as medically needed
 - Gas
 - Shelter as provided by a hotel/motel
 - Clothing to replace any destroyed articles of clothing
 - Basic household necessities

Further details of the program are contained in the MOU / SOG.

Participation in this program will increase the MFD's ability to care for the wellbeing of the City's residents. This program provides the MFD with a tool for helping victims of disasters to obtain basic items such and we are grateful for this opportunity to collaborate with others for the benefit of our citizens.

IMPACT ON CITY RESOURCES

The MOU specifies that the City will not incur any financial cost to participate in the SAVE program. Minimal staff time will be required to implement and maintain the program.

ATTACHMENTS

1. Resolution
2. Memorandum of Understanding / Standard Operating Guideline

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AUTHORIZING THE FIRE CHIEF TO ACT FOR
THE CITY MANAGER BY ENTERING INTO A
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CALIFORNIA FIRE
FOUNDATION (CFF), MERCED FIRE
DEPARTMENT, AND THE BARGAINING UNIT,
THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS (IAFF LOCAL 1479), REPRESENTING
FIREFIGHTERS WITHIN THE CITY OF
MERCED, (CITY) TO IMPLEMENT THE
SUPPLYING AID TO VICTIMS OF EMERGENCY
(SAVE) WITHIN THE CITY**

WHEREAS, the CFF sponsors and funds a program known as SAVE to provide eligible victims of fires or natural disasters with a gift card to assist in purchasing basic necessities in the immediate aftermath of a fire or natural disaster;

WHEREAS, in order to partner with CFF to bring this program to the City, the Fire Department is required to enter into an MOU agreeing to train staff on the administration of the SAVE Program and to provide oversight, monitoring and recordkeeping for the Program, and the president of the bargaining unit representing the City's firefighters, IAFF 1479, is required to be a party to the MOU;

WHEREAS, the MOU requires the Department to adopt Standard Operating Guidelines (SOG) for the SAVE Program administration; and,

WHEREAS, the City Council and the Merced Fire Department desire to increase the Department's ability to care for the well-being of the City's residents by providing first responders with tools for helping victims of disasters to obtain basic items in the wake of a fire or other event.

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

SECTION 1. That the City Council authorizes the Fire Chief to act for the City Manager by entering into a MOU between CFF, Merced Fire Department, and the bargaining unit representing firefighters within the City of Merced , IAFF 1479, to implement the SAVE Program within the City.

SECTION 2. That the City Council authorizes the Fire Chief to adopt and submit to CFF, Standard Operating Guidelines for the SAVE Program administration within the City of Merced.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2019, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:



Dep. City Attorney Date 7/2/19



*Serving firefighters, their families
and their communities*

California Fire Foundation (Party A or CFF), and
being the lead partner

California Fire Department (Party B), and
Fire Chief must sign MOU

Corresponding Recognized Bargaining Unit (s) or Association (s) for "firefighters," as
that term is defined in Section 19886 of the Government Code (Party C),
President or Lead Representative must sign MOU for each corresponding recognized
bargaining unit or association. for the project, entitled **SAVE.**

Preamble:

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of all parties as they relate to the CFF's *Supplying Aid to Victims of Emergency* (SAVE) program. The CFF is a non-profit 501 (c)(3) organization providing emotional and financial assistance to families of fallen firefighters, firefighters and the communities they protect. Formed in 1987 by California Professional Firefighters, the CFF's mandate includes an array of survivor and victim assistance projects and community initiatives.

Objective:

As part of its mission to provide victim assistance, the CFF (www.CAFireFoundation.org) has launched the SAVE program, to offer emergency financial assistance to fire and natural disaster victims. Through the SAVE program, the CFF aims to provide immediate short-term support in the aftermath of a fire or other natural disaster to displaced victims. Working together with the CFF, firefighters throughout the state of California, will distribute gift cards, in an amount designated by CFF at a minimum of \$250, to eligible victims of fire or other natural disaster so they may purchase basic necessities such as food, clothing or medicine. Firefighters working with the CFF on the SAVE program provide assurance that those impacted by disaster will receive instant, direct relief before, during and after the alarm. All parties will work together in partnership to ensure the program is executed and overseen efficiently and effectively. All parties will work cohesively with CFF to ensure each party is carrying out their roles and responsibilities accordingly.

Lead partner and partners of the agreement:

The Partnership is led by:

[Chair of the California Fire Foundation, 1780 Creekside Oaks, Sacramento, CA 95833]

and consists of the following partners:

[Fire Department, Fire Chief; Corresponding Recognized Bargaining Unit (s) or Association (s) for "firefighters", President or Lead Representative for each corresponding recognized bargaining unit or association].

Management arrangements:

1. Parties included in operation of SAVE:
 - a) CFF - California Fire Foundation (Chair of the CFF and/or the designee)
 - b) Party B - Local Fire Department
 - c) Party C - Corresponding Recognized Bargaining Unit (s) or Association(s) for "firefighters"
2. CFF Roles/Responsibilities:
 - a) SAVE program executer and facilitator
 - b) Provider and initial distributor of SAVE gift cards
 - c) Overseer of usage, will monitor SAVE gift card activity
 - d) Maintains ultimate financial accountability for SAVE program
3. Party B / Party C Roles and Responsibilities:
 - a) If the Fire Chief does not remain the main point of contact to manage the program for Party B, then Party B will appoint a point of contact (Operations Chief or Division Chief or equivalent) to oversee program for respective department.
 - b) Party C to appoint lead representative (s) to oversee program for respective recognized Bargaining Unit (s) or Association (s) for "firefighters".
 - c) Party B oversees secure handling and internal distribution of SAVE gift cards.
 - d) Party B maintains oversight and accountability of SAVE gift card inventory.
 - e) Party B maintains oversight of educating and regular communication to participating firefighters on guidelines/protocol of program.
 - f) Party B appoints distributors (such as the incident commander) of SAVE gift cards to fire or natural disaster victim.
 - g) Party B provides post incident reporting to CFF upon usage of card.
 - h) Parties B and C agree to read and review the enclosed sample SAVE Standard Operating Guidelines (SOG) in Appendix III. Parties B and C may adopt the procedures/protocol set forth in the sample SOG, or develop an alternative SOG document to be reviewed and approved by CFF. Should Parties B and C agree to adopt the sample SOG in Appendix III, they need to sign in the designated area in the SOG and send the signed SOG back to CFF with the MOU.
 - i) Parties B and C agree to review and comply with the policies and procedures contained in Appendices I -V.
 - j) Parties B and C understand that if, at any time, either has reason to believe that a SAVE card has been used fraudulently or activated inappropriately, either Party is required to immediately report the misuse to the CFF by email at save@cpf.org or by phone at (916) 641-1707 or (800) 890-3213.

General Conditions:

1. **Partnership:** The members of the partnership have **jointly** agreed to this MOU in which the intentions and agreements have been described for the SAVE program. The partners also agree on the following:

1.1 Responsibilities:

Party B agrees to be accountable for keeping inventory of SAVE cards, disbursement of SAVE cards and alerting CFF to any indiscretions.

1.2 Collaborative Partnership:

Both Parties B and C agree to work together in a collaborative arrangement regarding the SAVE program and hold periodic meetings together in order to ensure that participating firefighters are following protocol, utilizing the SAVE cards efficiently and effectively and addressing/resolving any potential issues that may arise.

1.3 Press:

Both Parties B and C agree to provide CFF with communication about the success of the SAVE program in order to help CFF promote SAVE's positive impact in the community, which will ultimately aid CFF's efforts in program funding and expansion. When legally and operationally appropriate, Parties B and C agree to grant CFF access to SAVE-related experiences. This includes but is not limited to: Firsthand accounts from Parties B and C demonstrating how the program is succeeding, opportunities for CFF to secure ride-alongs, photo/interview opportunities with participating firefighters (and victims, when is reasonably feasible) and other opportunities as needed and appropriate.

1.4 Training and Awareness:

Parties B and C may adopt the procedures/protocol set forth in the sample SOG, or develop an alternative SOG document to be reviewed and approved by CFF. Should Parties B and C agree to adopt the sample SOG in Appendix III, they need to sign in the designated area in the SOG and send the signed SOG back to CFF with the MOU.

Party B agrees to train its participating firefighters on SAVE by sharing and reviewing the procedures set forth in the selected SOG with participants.

Both Parties B and C agree to promote awareness of the program among their participating firefighters, **regularly** reminding participants about the program and procedures via meetings and e-communication. It will be important for Parties B and C to regularly remind participating firefighters about the SAVE program so that activating a SAVE card becomes part of their everyday routine rather than an afterthought. Opportunities to order SAVE stickers, decals or magnets will be available to Party B in order to utilize visual daily reminders of the program.

Both Parties B and C agree to review the public relations tips and talking points listed in Appendix IV.

2. **Time frame:** The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences upon signature of all parties, contingent upon Party B sending the information to CFF as required in Appendix I. The term only expires upon written notification of intention to terminate from the program by either Party B or Party C. Alternatively, the term expires if CFF decides to terminate the SAVE program. Open enrollment for the program will be determined at the discretion of CFF.
3. **Eligibility:** Parties B and C declare that they:
- Have discussed and met with each other and mutually agree to joint participation in the SAVE program.
- CFF declares that:
- it is in good financial standing to ensure continuity during project implementation and execution,
 - it is equipped to oversee management of the SAVE program and to mitigate problems or issues that may arise during the implementation or execution of the program.
 - it has conducted a beta test of the SAVE program in the local Sacramento area and is prepared to conduct the program on a statewide scale.
4. **Expenditures:** Parties B and C incur NO financial cost to participate in this program.
5. **Project management:** Party B agrees to:
- Communicate to CFF who the on-scene distributors of the SAVE cards are and relay those names and their contact information to CFF.
 - If the Fire Chief will not act as the main liaison for Party B, then the Party B Fire Chief must assign a main point of contact for the department (For example: the Operations Chief, Division Chief or equivalent) to handle all communication regarding SAVE with CFF and Party C. The main point of contact for Party B will also communicate with Party B's participating designees in the department.
6. **SAVE Card Marketing Restrictions:** Parties B and C understand that they are not to alter the physical SAVE gift card in any way. Parties B and C also understand that they are not to alter the card carrier that the SAVE card is affixed to, which describes the SAVE program, provides information about CFF, and guidelines for using the card. If either party B or C wishes to include ADDITIONAL information together with the SAVE card and the card carrier that it is affixed to, then the information must first be sent to CFF for approval before being disseminated. Additionally, that supplemental information must be drafted as a collaborative effort between Parties B and C. If either Party B or C does not comply with the above, they will be in violation of this MOU and may be terminated from the partnership.
7. **Withdrawal:** if either Party B or Party C no longer desires to be part of the partnership, a notice of thirty days is required to CFF. If either aforementioned partner notifies CFF of voluntary termination from the partnership, then the partnership is no longer valid and Party B is required to send back to CFF all remaining SAVE cards.

If due to reasons of misconduct, CFF decides that one of the partners should no longer be part of the partnership, the aforementioned party will be terminated from the partnership.

If due to unforeseen reasons, CFF decides to terminate the SAVE program, both Parties B and C will be notified immediately and instructed in how to terminate their involvement. In this case, Party B is required to send back to CFF all remaining SAVE cards.

8. **Breach of Conduct, theft and misappropriation of funds:** general rules of good conduct are to be maintained by all staff active in the project at any time. Any occurrence, related with misuse of money or assets, shall not be tolerated and shall be immediately reported to CFF. If Party B or Party C are determined to be guilty of such aforementioned activity, the respective party will be held financially liable.
9. The following appendix are part and parcel of this MOU:
 - Partnership Proposal submitted to all Parties,
 - Appendices I - VThis MOU has been established in 3 originals, one original for each member of the partnership.
10. This MOU will enter into force at the moment that all partners have signed the MOU, contingent upon Party B sending over ALL REQUIRED information to CFF as STATED in Appendix I.
11. If any section of the MOU is modified by CFF in the future, CFF will send an updated MOU to Parties B and C.
12. In case of dispute, the parties involved will endeavor in good faith to come to an arrangement acceptable to all parties, before seeking judicial action and/or seek arbitration.

Signatures and dates:

[Authorized signature from Party B –
Fire Chief, Fire Department]

[Authorized signature(s) from Party C –
President (s) or Lead Representative
(s) for Corresponding Recognized
Bargaining Unit (s) or Association (s)]

[Print name of - Fire Chief, Fire
Department (Party B)]

[Print name (s) of – President (s) or
Lead Representative (s) for
Corresponding Recognized Bargaining
Unit (s) or Association (s) (Party C)]

Date

Date

[Authorized signature from CFF – Chair,
California Fire Foundation]

Date

Brian Rice

[Print name of - Chair, California Fire
Foundation (CFF)]

Please provide contact information for both Party B and Party C Signatories

Party B:

Email: _____

Phone: _____

Party C:

Email: _____

Phone: _____

APPROVED AS TO FORM:

Schuyler Campbell
Dep City Attorney

Please send hard copy of MOU, AND required information as stated in Appendix I, to:

California Fire Foundation

1780 Creekside Oaks
Sacramento, CA 95833

Or email a signed/scanned copy to: save@cpf.org

APPENDIX I
ENCLOSURES TO SEND BACK TO CFF WITH SIGNED MOU

1) With signature of MOU, Party B must RETURN the following to CFF otherwise the MOU is not valid:

- Send excel sheet to CFF including the following information:
 - o Department **Main Point of Contact** for Program Management (This person will be the point of contact to receive/accept the SAVE letters/cards. This person [such as an Operations Chief] will also distribute the SAVE letters/cards to participating designees in the department who will be in charge of monitoring/activating SAVE cards.), including their:
 - Name
 - Email
 - Cell Phone
 - Department Phone
 - Mailing Address
 - o AND participating **designees who will be in charge of monitoring/activating SAVE cards (such as an Incident Commander)**, including their:
 - Name
 - Email address
 - Cell-phone
- Signed enclosed SOG by both Parties B and C, if Parties B and C agree to abide by the sample SOG enclosed. If both Parties B and C wish to adopt and develop an alternative SOG document, then Party B must submit a copy of their proposed mutually agreed upon SOG for review and approval to CFF.

2) Party B must comply with the following:

- Authorize that the assigned point of contact (as described above) will be responsible for acceptance of SAVE cards, and delivery of SAVE cards to participating designees.
- Be available to discuss issues that may come up regarding the SAVE program.
- Mandate that the assigned point of contact (as described above) be available for BRIEF monthly conference calls regarding the status of the SAVE program.

APPENDIX II

PROCEDURES FOR ACTIVATING SAVE CARDS:

1. To activate a SAVE gift card, follow the below procedures:

- a. Call 800-955-7398. **NOTE:** Do not use the 800# printed on the card. The 800# on the card is for the victim's use.
- b. When prompted, enter your unique **6 digit activation code** followed by the # key.

NOTE: Each IC/BC's 6 digit activation code is listed on his/her personally addressed letter from the California Fire Foundation.

- c. When prompted, enter the card's admin number followed by the # key.
The admin number is visible through the envelope window.
- d. Please allow 1 to 2 minutes for the system to validate the card's admin number.
- e. After the admin number is validated, you will hear: "Admin 1234567 was activated. The admin 1234567 balance is \$250."
NOTE: If at any time you are unable to activate your card, press 0 to speak to customer service. Once speaking to the customer service representative, please state that you are a Fire Chief or Incident Commander participating in the SAVE Program – this will ensure that the customer service rep is able to properly diagnose your problem and provide the best possible help.

- f. To activate an additional card, press 1.

2. Once activated, the Designee will mark down the card admin number that was activated and follow the below steps:

- a. The Designee will mark down the card admin number that was activated and then provide the card to the victim, which will come attached to a piece of paper that includes SAVE program information for them.
- b. Then, later, the Designee will enter a SAVE-post-report.
- c. Upon entry of the incident report, the Designee shall visit the following SAVE link as soon as feasibly possible to complete a quick 30 second post-SAVE-incident-form: <https://caproff.wufoo.com/forms/save-ic-reporting-form/> and submit the following information for the CFF: Designee name, Designee email, Designee phone#, Unique Designee passcode, Unique activated gift card admin number, NFIRS#, Date, and any other information requested. This data will be posted and submitted by the Designees and sent to the CFF immediately following incident.
- d. **PLEASE NOTE:** Should a user error or any other type of error occur during the SAVE-post-report, it is ok. Simply email save@cpf.org with your error information and someone will respond with next steps within the next 24 hours.
- e. CFF will compile reports based on above data to assess status according to the following schedule: 10 days after launch, then every month thereafter.
- f. CFF requires the above information in order to facilitate financial settlement and to track card activity.

APPENDIX III

SAMPLE - SAVE OPERATING GUIDELINES

OBJECTIVE

As part of their mission to provide victim assistance, the California Fire Foundation (www.CAFireFoundation.org) has launched the Supplying Aid to Victims of Emergency (SAVE) program, to offer emergency financial assistance to fire and natural disaster victims. Through the SAVE program, the California Fire Foundation (CFF) aims to provide immediate short-term support in the aftermath of a fire or other natural disaster to displaced victims. Working together with the CFF, firefighters throughout the state of California, will distribute gift cards, in the amount of \$250, to eligible victims of fire or other natural disaster so they may purchase basic necessities such as food, clothing or medicine. Firefighters working with the CFF on the SAVE program provide assurance that those impacted by disaster will receive instant, direct relief before, during and after the alarm.

BACKGROUND

The California Fire Foundation is a non-profit 501 (c)(3) organization providing emotional and financial assistance to families of fallen firefighters, firefighters and the communities they protect. Formed in 1987 by California Professional Firefighters, the California Fire Foundation's mandate includes an array of survivor and victim assistance projects and community initiatives. The CFF is funding the SAVE program, in part, by specialty license plates available only to firefighters. For more information about the license plates or to order yours, visit: cafirefoundation.org.

IMPLEMENTATION

1. Program Strategy
 4. Start date: By Fall, 2014
 5. SAVE Cards will be distributed to Party B at the discretion of the CFF
 6. Number of SAVE cards will be distributed based on program data
2. Gift Card Information
 1. Each gift card will be worth \$250 until otherwise noted.
 2. Proration of cards per agency will be based upon statistical analysis of working fires on an ongoing basis
 3. Gift cards are regional assets – reallocation will occur as a normal course of business to maximize opportunity for distribution
 4. Distribution of cards to victims will be determined by Incident Commanders

DEFINITIONS

1. Disaster is defined by this program as the following:
 - a. Fire
 - b. Earthquake
 - c. Flooding
 - d. Landslides/Mudslides
2. Items defined as basic allowable necessities for this program:
 - a. Food/Water
 - b. Over-the-counter or prescription medication as medically needed
 - c. Gas
 - d. Shelter as provided by a hotel/motel
 - e. Clothing to replace any destroyed articles of clothing
 - f. Basic household necessities

POLICY

1. Recipients:
 - a. Eligible Gift Card Recipients:
 - i. Residents impacted by fire or other natural disaster with a minimum of 25% damage to the property where they reside
 - b. Ineligible Gift Card Recipients:
 - i. Businesses
 - ii. Victims of crisis or emergencies not impacted by damage caused by fire or natural disaster such as car crashes, evacuees forced to flee due to pending wildfires, or those victims who do not incur 25% damage to their residential property
2. Allocation
 - a. Gift card allocation:
 - i. Only 1 gift card will be provided per occupancy involved in the incident regardless of whether the victim is an individual or a family. A gift card shall be provided to the individual residing full-time at the damaged occupancy, regardless of whether that individual is a renter or a homeowner.
 - b. Gift card expiration date:
 - i. Each card contains an expiration date of 3 years past the date of card printing. If there are SAVE cards remaining with Party B at time of expiration that are inactive, they will be cancelled.

CARD DELIVERY TO DEPARTMENTS:

1. Prior to the start of the program, the CFF will send a portion of gift cards to Party B addressed to the named point of contact as mentioned in Appendix I.
2. In addition to the cards, Party B main point of contact will receive a spreadsheet listing all the cards by admin number (each SAVE card's admin number is printed on the carrier). Upon receipt of the cards, the Party B main point of contact will distribute an allotment of cards to their respective participating Incident Commanders and record/file which Incident Commander is receiving which admin number on the spreadsheet provided. This process is to facilitate keeping track of all SAVE cards provided to each department. The number of cards each department and each Incident Commander receives shall be based on incident response data tied to the department and the Incident Commander.

3. Additionally, along with the gift cards, the participating Party B main point of contact will separately receive **SEALED** personalized letters addressed to each participating, respective Incident Commander that will contain the Incident Commander's **unique passcode**. Each Party B main point of contact will give the **SEALED** letters to their respective Incident Commander
4. Each passcode is 6 digits long and each participating Incident Commander will be assigned a unique one. **Incident Commanders should memorize or keep the passcode with them when running calls (Tip: Incident Commanders can keep their passcode in their mobile phone for easy access).**

SAVE ACTIVATION PROCEDURE:

1. On scene Incident Commander (IC) will be sole authorized fire personnel in charge of gift card issuance.
2. In order to receive gift card relief assistance, there must be at least **25% damage minimum** to a victim's property caused by fire or other natural disaster responded to by a firefighter.
3. On scene IC will be charged as the decision maker to assess whether property damage meets the 25% minimum.
4. On scene IC will be designated personnel to carry through with reported information post incident.
5. All designated ICs, as assigned by the department, will be designated a unique passcode.
6. If IC assesses the property damage meets the minimum 25% required in order to distribute SAVE gift card, the IC shall issue one gift card per occupancy involved in the incident. **To activate a SAVE gift card, follow the below procedures:**
 - a. **Call 800-955-7398. NOTE: Do not use the 800# printed on the card. The 800# on the card is for the victim's use.**
 - b. When prompted, enter your unique **6 digit activation code** followed by the # key.

NOTE: Each IC/BC's 6 digit activation code is listed on his/her personally addressed letter from the California Fire Foundation.

- c. When prompted, enter the card's admin number followed by the # key.
The admin number is visible through the envelope window.
- d. Please allow 1 to 2 minutes for the system to validate the card's admin number.
- e. After the admin number is validated, you will hear: "Admin 1234567 was activated. The admin 1234567 balance is \$100."

NOTE: If at any time you are unable to activate your card, press 0 to speak to customer service.

- f. To activate an additional card, press 1.

7. Once activated, the IC will mark down the card admin number that was activated and follow the below steps:
 - a. The Designee will mark down the card admin number that was activated and then provide the card to the victim, which will come attached to a piece of paper that includes SAVE program information for them.
 - b. Then, later, the Designee will enter a SAVE-post-report.
 - c. Upon entry of the incident report, the Designee shall visit the following SAVE link as soon as feasibly possible to complete a quick 30 second post-SAVE-incident-form: cafirefoundation.org/savereport and submit the following information for the CFF: Designee name, Designee email, Designee phone#, Unique Designee passcode, Unique activated gift card admin number, NFIRS#, Date, and any other information requested. This data will be posted and submitted by the Designees and sent to the CFF immediately following incident.

AUDITS & EVALUATIONS

1. SAVE Audit:
 - a. 10 days after the program begins, Party B main point of contact will check in via conference call with the CFF regarding progress to date.
 - b. Every 30 days from when the program begins, the CFF will audit the program in order to adjust the program as necessary and will hold a 15minute conference call (on an as needed basis) to discuss any relevant issues.
 - c. The CFF will require data from ICs via post-incident-forms as described earlier.
2. SAVE Evaluation:
 - a. Each gift card will be tracked by unique IC code and activation code and will link to a report provided by card issuer company detailing:
 - i. Items purchased and/or establishment where card was used
 - ii. Total amount used on the card
 - iii. Date/time the card was used
 - b. Each report from the IC sent to the CFF upon issuance of gift card will provide: Unique IC passcode, Unique gift card number, NFIRS#, Date, Time
 - c. NFIRS# will tell us property protected versus loss by giving us the amount of property content value and the amount of property content loss
 - d. The CFF will match the card sales report to the report received by the IC to verify authorized use of funds and card activity
 - e. From these reports, we will be able to determine:
 - i. Average number of cards used
 - ii. Type of use
 - iii. Frequency of use
 - iv. We will also be able to examine whether the 25% threshold was adhered to and whether this system is a model for rolling out a statewide program

Please sign below and return to CFF with signed MOU if you agree to comply with the above SOG:

Signatures and dates:

[Authorized signature from Party B – Fire Chief, Fire Department]

[Authorized signature(s) from Party C – President (s) or Lead Representative (s) for Corresponding Recognized Bargaining Unit (s) or Association (s)]

[Print name of - Fire Chief, Fire Department (Party B)]

[Print name (s) of – President (s) or Lead Representative (s) for Corresponding Recognized Bargaining Unit (s) or Association (s) (Party C)]

Date

Date

[Authorized signature from CFF – Chair, California Fire Foundation]

Date

Brian Rice

[Print name of - Chair, California Fire Foundation (CFF)]

Please send hard copy along with MOU to:
California Fire Foundation
1780 Creekside Oaks
Sacramento, CA 95833

OR - email a signed/scanned copy to: save@cpf.org

APPROVED AS TO FORM:

*Rep. City Attorney
Schuyler Campbell*

Please sign below and return to CFF with signed MOU and SOG if you agree to comply with the following:

I acknowledge that the Party B main point of contact will be responsible for tracking the inventory of any and all SAVE cards received from CFF. I understand that CFF will audit Party B, semi-annually, in order to ensure that all SAVE cards that have not been activated are accounted for.

Signatures and dates:

[Authorized signature from Party B – Fire Chief, Fire Department]

[Authorized signature(s) from Party C – President (s) or Lead Representative (s) for Corresponding Recognized Bargaining Unit (t) or Association (s)]

[Print name of - Fire Chief, Fire Department (Party B)]

[Print name (s) of – President (s) or Lead Representative (s) for Corresponding Recognized Bargaining Unit (s) or Association (s) (Party C)]

Date

Date

[Authorized signature from CFF – Chair, California Fire Foundation]

Date

Brian Rice

[Print name of - Chair, California Fire Foundation (CFF)]

APPROVED AS TO FORM:

*Dep. City Attorney
Schuyler Campbell*

Please send hard copy along with MOU to:
California Fire Foundation
1780 Creekside Oaks
Sacramento, CA 95833

OR - email a signed/scanned copy to: save@cpf.org

APPENDIX IV
PUBLIC RELATIONS GUIDELINES

Should any participating firefighter, who has provided a SAVE card to a victim, be captured on scene on film by the news, the participating firefighter should always remember to discuss SAVE and how the program works.

Points to remember when talking to the press/news about a recent incident that may have required a SAVE card activation:

- SAVE is a program of the California Fire Foundation, a non-profit organization aiding fallen firefighter families, firefighters and the communities they serve.
- SAVE is a program funded by the California Fire Foundation that provides immediate short, term relief to victims of fire or other natural disaster.
- The SAVE program is designed to bring immediate relief to disaster victims via a \$250 gift card that they can use to purchase food, clothing or other basic necessities such as medicine.
- Victims of fire or other natural disaster do not need to fill out any questionnaires or answer any questions in order to receive their \$250 gift card; they simply must have incurred at least 25% damage to their household in order to receive a card.
- Activation of the card is instant and immediately upon activation, the card can be used anywhere that MasterCard is accepted.

APPENDIX V

DEFINITIONS

Section 19886: As used in this article the term “firefighter of the state” or “firefighter” shall be deemed to include a member of a fire department or fire service of the state, including the University of California, whether these members are volunteer, partly paid, or fully paid, excepting those whose principal duties are clerical, such as stenographers, telephone operators and other workers not engaged in fire-suppression or rescue operations or the protection or preservation of life or property. These firefighters shall be regularly employed, or in the case of a volunteer, shall be regularly enrolled as such.

APPENDIX VI

LARGE-SCALE DISASTERS AND EMERGENCIES

The suggested SOG contained within this MOU may not outline the best course of action for card distribution/activation in cases of large-scale wildfires, earthquakes, floods, or mudslides that cause mass evacuations in your community. If your department is a responding agency under these circumstances, please refer to the suggested protocol below:

-In the event that a large-scale emergency situation occurs, the department's SAVE designees as appointed per the SOG, may not be able to assist during this time, as they may be on the frontlines. Therefore, the department shall plan ahead accordingly to appoint 'emergency designee (s)' to distribute SAVE cards.

-The department should be prepared to dispatch such 'emergency designees' to activate and distribute SAVE cards to eligible victims, whether the distribution occurs at a Cal-OES coordinated Local Assistance Center or evacuation center, or directly on-scene. An 'emergency designee' does not need to be an IC.

-Should a large-scale disaster occur, the department shall immediately contact CFF in order to:

- Obtain allocated 'disaster assistance' SAVE cards
- Obtain a ***special passcode*** to activate such 'disaster assistance' SAVE cards
- Relay the distribution plan of the 'disaster assistance' SAVE cards

-You may call the office at (916) 641-1707 or email save@cpf.org.



ADMINISTRATIVE REPORT

Agenda Item E.5.

Meeting Date: 8/19/2019

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

SUBJECT: Award of Bid and Approval of Contract to Provost and Pritchard Engineering Group, Inc. for Groundwater Monitoring Well and Municipal Well Sampling Services in the Amount of \$220,800

REPORT IN BRIEF

Considers awarding a contract in the amount of \$220,800 to Provost and Pritchard Engineering Group, Inc. to perform groundwater sampling services to support the City's PCE and MTBE environmental investigations

RECOMMENDATION

City Council - Adopt a motion awarding a contract with Provost and Pritchard Engineering Group, Inc. for the three year term of July 1, 2019 to June 30, 2022, in the amount of \$73,600 annually for each of the fiscal years FY 2019/20, FY 2020/21, and FY 2021/22 to provide groundwater well and municipal well sampling services and authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

ALTERNATIVES

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

AUTHORITY

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

Services with an estimated value greater than \$31,000 are made by written contract in accordance with Merced Municipal Code, Title 3 - Revenue and Finance, Chapter 3.04.

CITY COUNCIL PRIORITIES

As provided for in the 2019-20 Adopted Budget

DISCUSSION

The California Regional Water Quality Control Board requires the City of Merced (City) to sample groundwater monitoring wells and test for Tetrachloroethylene (PCE) in specified areas around the City. In addition, the California Department of Public Health and State Water Resources Control Board require the City to monitor its drinking water for various contaminants, including the gasoline

constituent Methyl Tertiary Butyl Ether (MTBE). Sampling of groundwater monitoring wells and municipal wells is also conducted to support the City MTBE litigation efforts.

The above sampling requirements necessitate procuring the services of an appropriate environmental consulting firm with the relevant expertise. On May 20, 2019, the City issued a Request-for-Proposals for the well sampling work.

Six firms submitted proposals as of the suspense date. An evaluation committee was convened consisting of Public Works and Engineering staff members. Each member rated the proposals by granting up to 100 points on criteria including, but not limited to staff qualifications, technical experience, technical approach and completeness. Shown below are the proposals' combined scores out of a maximum possible of 300 total points:

Provost and Pritchard Engineering Group, Inc., Clovis	282
Lee & Ro, Inc., Walnut Creek	276
Herschey Environmental, Inc., Bass Lake	263
Condor Earth Technologies, Inc., Stockton	256
Cardno Inc., Ventura	250
ATC Group Services, LLC, Modesto	218

The evaluators selected Provost and Pritchard Engineering Group, Inc. as the preferred proposal. Staff requested that Provost and Pritchard Engineering Group, Inc. provide a scope of work to meet the City's groundwater sampling requirements for a three-year period as detailed in the Request-for-Proposals. Their fee proposal of \$220,800 will be apportioned \$73,600 equally for each of fiscal years FY 2019/20, FY 2020/21, and FY 2021/22.

IMPACT ON CITY RESOURCES

The current Fiscal Year 2019/20 budget includes an adequate balance in the Fund 557-Water System Enterprise Fund, professional services account No. 557-1106-532.17-00, for the first fiscal year 2019/20. Future appropriations will be incorporated into the annual budget.

ATTACHMENTS

1. Contract

AGREEMENT FOR PROFESSIONAL SERVICES

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 Provost & Pritchard Engineering Group, Inc., a California Corporation, whose address of record is 2505 Alluvial Avenue, Clovis, California 93611 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to do groundwater monitoring and municipal well sampling for PCE and MTBE investigations; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide well sampling 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 well sampling services described in Exhibits "A" and "B" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or 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 Exhibits "A" and "B" 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 Two Hundred Twenty Thousand Eight Hundred Dollars (\$220,800.00).

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

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

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

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

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

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

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

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

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

b. General Liability.

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

c. Automobile Insurance.

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

automobiles owned, leased, hired or borrowed by the Consultant.

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

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

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

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

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

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

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

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

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

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

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

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any

attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

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

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

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

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

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

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

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

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kelly Fincher 7-8-19
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
PROVOST & PRITCHARD
ENGINEERING GROUP, INC.,
A California Corporation

BY: 
(Signature)

Randy Hopkins
(Typed Name)

Its: Vice President
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 94-218-7078

ADDRESS: 2505 Alluvial Ave.
Clovis, CA 93611

TELEPHONE: (559) 326-1100

FAX: (559) 326-1090

EMAIL: dnorman@ppeng.com

July 2, 2019

Joseph D. Angulo, PG, Environmental Project Manager
City of Merced
678 West 18th Street
Merced, California 95340

RE: Groundwater Monitoring Well & Municipal Well Sampling Services

Dear Mr. Angulo:

Provost & Pritchard Consulting Group's project team is ready to provide the City of Merced with groundwater well sampling, analysis and reporting services at multiple sites throughout the City for the PCE and MTBE projects. Our proposal demonstrates our expertise and experience we have gained working on this and similar types of projects for municipal and private clients throughout the San Joaquin Valley.

The key benefits our project team brings to the City's project include:

- **Local knowledge and project specific experience keeps projects moving forward smoothly.** Provost & Pritchard has previously provided PCE and MTBE sampling for the City from 2010 to 2013 and has produced the PCE quarterly sampling reports since 2008. Our historic understanding and ability to react to situations we know will affect the sample quality or reporting has provided the City and Provost & Pritchard great value in dealing with the Regional Water Quality Control Board and the MTBE litigation team.

We believe that, as with most environmental projects, the data collection process is one of, if not, the most critical aspects of the project. Provost & Pritchard has been producing the quarterly monitoring reports for public agency projects since the 1980s. Our principal-in-charge, Dave Norman, has provided expert testimony concerning site assessments and data management and will work with Stephanie Gillaspay, who will serve as the project manager, to oversee the monitoring program, ensuring that data quality remains high and useable. We are familiar with City processes through our experience working with your and City staff while providing professional services for recent projects including: PCE Reporting and Remediation, R Street TPH, Hartley Slough, Merced Center Brownfield, Merced Center Parking Garage, and several Phase I and II projects include the Treat Property.

- **Experienced project team eliminates learning curve and saves the City time and money.** Our fee estimate is based on our significant experience with similar projects and our understanding of your needs and goals for the projects. Our knowledge and experience of the project will give the City consistent, reliable, and reproducible data at a very cost-effective fee resulting in significant improvements to the current treatment system.

If you have any questions or need any additional information, please contact Mr. Norman or Ms. Gillaspy at (559) 326-1100 or email dnorman@ppeng.com and sgillaspy@ppeng.com. Provost & Pritchard is ready to start providing sampling, analysis and reporting services, has dedicated experienced staff, and is committed to meeting the City's schedule for this project. Thank you for considering us to be a part of your team.

Respectfully,

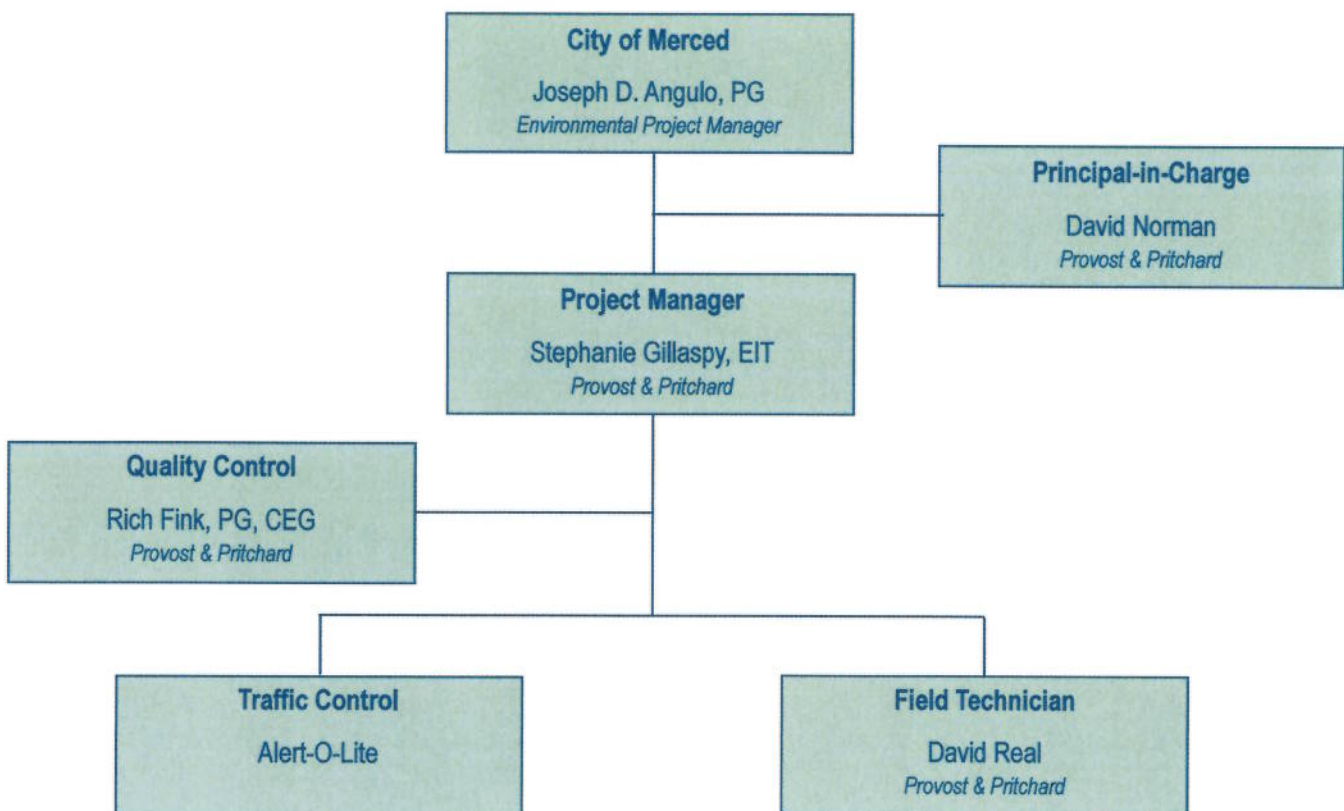

David Norman
Principal-in-Charge


Stephanie Gillaspy, EIT
Project Manager

Key Personnel

Project Team Organization

We propose and are committed to keeping the project team similar to the previous contract with the addition of another experienced field technician. This will provide the City the experience gained over the previous contract while improving our ability to react to special requests from the City. The following organizational chart illustrates the roles and responsibilities of each project team member and the overall management hierarchy for the Groundwater Monitoring Well and Municipal Well Sampling Services provided to the City of Merced.



Key Personnel

Following are brief profiles for key project team members. Complete resumes for each individual are also included in Appendix A of this proposal.

David Norman Principal-in-Charge

David Norman has nearly 40 years of experience in engineering and environmental consulting throughout California. Mr. Norman's experience ranges from regulatory compliance, and site assessment, to human health risk assessments and remedial action. Mr. Norman has also managed a wide range of projects that have required groundwater monitoring and reporting for many small to medium sized cities in the Central Valley. Project types in the City of Merced range from the R Street TPH redevelopment project of the two gasoline stations including assessment and remediation, the PCE project manager with both Provost & Pritchard and Kleinfelder (over 14 years). Mr. Norman also served as lead consultant from 1999 to 2008 the City of Merced on the PCE litigation City of Merced v. R.A Fields, et al., representing the City in Federal court and mediation. Mr. Norman was the expert witness on behalf of the City of Merced addressing Site Assessments and groundwater sampling during the City's MTBE litigation against City of Merced v. Chevron et. al, and has acted in a similar capacity for a similar case in the City of Fresno. As such Mr. Norman's knowledge of the City of Merced's PCE and MBTE sampling program's is very extensive. In addition, he has represented clients in front of city and county counsels, school boards, and the state and federal agencies including the U.S. EPA, the RWQCB and the California Department of Toxic Substance Control. Mr. Norman will continue to serve as the principal-in-charge for the City of Merced's Groundwater Monitoring Well and Municipal Well Sampling Services, where he will be responsible for the coordination of this specific project with the other aspects of the City's PCE project and MTBE litigation program.



Stephanie Gillaspy, EIT Project Manager

Stephanie Gillaspy is an Environmental Project Manager in Provost & Pritchard's Environmental Division, with 15 years of experience in environmental assessment and remediation field activities. She has experience with regulatory issues with Central Valley cities and counties, the RWQCB, and the San Joaquin Valley Air Pollution Control District. She has completed over 150 Phase I and Phase II Environmental Site Assessments, has field experience in soil and groundwater assessment and remediation. She has worked with the City of Merced on other soil and groundwater projects including the R Street UST Clean-up and Brownfields grant project involving two operating gas stations on R Street. She has been responsible for the operation and maintenance of two soil vapor extraction systems and two ozone injection systems. She coordinates and manages the quarterly groundwater monitoring and reporting. Well qualified for this field-intensive project, Ms. Gillaspy would continue to serve as the project manager responsible for directing field activities for the City of Merced's Groundwater Monitoring Well and Municipal Well Sampling Services.



Rich Fink, PG, CEG Quality Control

Richard Fink is a principal environmental specialist and geologist with Provost & Pritchard with 40 years of experience in environmental, geologic and geotechnical disciplines. His responsibilities have involved overseeing and coordinating local and regional site assessment, remediation and other environmental efforts, and engineering geologic projects.



David Real Field Technician

David Real is a Field Specialist with Provost & Pritchard who has more than eight years of experience as an environmental technician. He has been responsible for conducting groundwater monitoring services and maintenance of remediation systems for various clients throughout California.



Proposed Equipment & Methodologies

Reliable environmental data is a critical to all aspects of site assessment and remedial action program for any site. Conversely poor data quality due to inadequate implementation or documentation of sampling plans, mislabeling of samples and wells sampled significantly reduce the usability of the data set, misstate the actual field conditions. Sampling programs for large multi site projects must be treated as a filed priority and not a fillers work. Wells must be measured and sampled within as short a time as reasonable to produce relatively compatible data. Provost & Pritchard, as the reporting consultant since 2008, is directly affected by the results of data collected during the groundwater sampling episodes. Provost & Pritchard believes that we are the most qualified firm to conduct the groundwater sampling for this PCE and MTBE project for the following reason:

- Provost & Pritchard's successful experience with previous sampling contracts
- Unmatched understanding of the PCE and MTBE project objectives and goals
- Dedicated staff to conduct the sampling
- Cost effective approach to groundwater monitoring

Provost & Pritchard has conducted groundwater monitoring for many projects in the past 20 years and gathering quality information is very critical. When gathering information our approach always considers if:

- The data is reliable
- The data is reproducible
- The data quality (detection limits, methods and constituents) meets the project requirements and objectives

Provost & Pritchard has read the RFP in detail and is committed to conducting the sampling for both the PCE and the MTBE projects in accordance with the intent of the RFP, standard environmental practice and the Merced County Department of Public Health, Division of Environmental

Health, Local Oversight Program's Minimum Monitoring Well Sampling Requirements, in order to provide laboratory results that meet a high standard for reliability, accuracy and timeliness.. Provost & Pritchard has conducted several projects in Merced County and is familiar with City and County Staff, County and RWQCB requirements and are confident that we can (as we have in the past) meet the requirements and meet or exceed the City's expectations for timeliness and budget control. Meeting these requirements is a part of providing reliable and reproducible data. It is also critical to accurately record the purging and sampling data appropriately so that, in the event of a questionable laboratory result, the documented field procedures and observations can provide some insight to the result(s). As requested in the RFP, Provost & Pritchard has included copies of our Chain of Custody and Sampling (Purge) Log for your review. If the City of Merced would like to have additional information included on the logs, Provost & Pritchard will provide a modified form for review and use.

Provost & Pritchard's commitment to the City is to complete the groundwater sampling within the first month of each quarter. Our practice is to treat sampling as the most critical aspect of data collection and management and therefore dedicate staff and make every attempt to complete the work consecutively without sending staff to other projects or sites.

The sampling records for both the PCE and the MTBE samplings will be submitted by e-mail of scanned documents to the City's Engineering Division no later than one week after the sampling event is completed. The original hard copies will be sent to the City of Merced Environmental Control Office within two weeks of the sampling being finished. Monitoring wells will be sampled in accordance with the schedules and number of wells listed under Task 1 and 2 in the RFP. We understand that the schedule for both the MTBE and PCE projects may vary over time and we are willing and able to be flexible with the schedule and number of wells sampled. A significant reduction in the number of wells sampled on either project would result in a cost saving

Proposed Equipment & Methodologies

to the City of Merced. Each of Provost & Pritchard staff assigned to this project are current with the 40 hour and 8-hour HAZWOPER certification as required by 29 CFR 1910.120.

PCE Sampling

Provost & Pritchard had previously conducted the PCE sampling for the City of Merced from the Third Quarter 2010 to Second Quarter 2013. Provost & Pritchard can meet the 3rd Quarter 2019 sampling deadline of September 2019 and will conduct future sampling events within the first four (4) weeks of each quarter to allow ample time to react to any unusual results and for the PCE report preparation. If the site well is inaccessible during the sampling event, we will make every effort to sample the well or return within two days. If a well is still not accessible the City Environmental Project Manager will be notified before we will complete the sampling event.

The intent of choosing sampling equipment is to allow for efficient and timely sampling and to minimize sampling error (reliability) and opportunity for cross-contamination. For the PCE sampling, Provost & Pritchard will use either the existing dedicated Waterra purging and sampling system for the intermediate and deep wells, and disposable bailers for purging and sampling of shallow wells. The use of other types of pump or samplings systems which introduce the potential of cross contamination and other sampling error would be risky, given the sensitive nature of the laboratory testing and results in the past. If after a few quarters generally reproducible laboratory results are reported, Provost & Pritchard may in certain situations recommend the use of a submersible pump designed for environmental sites or other dedicated purging and sampling systems.

When taking depth to water levels in each well, Provost & Pritchard will sound the bottom of each well each sampling event to ensure that the proper well is sampled. Provost & Pritchard placed a metal tag on each well in 2010, during the previous three-year contracting period, inside the street box, labeled with the well identification information. During the purging and sampling process EC, temperature and pH will be recorded on the sampling purge log (blank copy included in proposal for review). Copies of the purge logs will be submitted to the City Engineering Department by e-mail within one week of completing the field work and within two weeks to the Environmental Control Office,

as discussed above. Samples will be collected in sample containers provided by the City's contract laboratory, stored in an ice cooled chest under chain-of-custody and delivered to the laboratory by Provost & Pritchard staff. Travel and Trip blanks will be made of organic free water provided by the laboratory to reduce the likelihood of detections of trihalomentanes and other organic compounds. Purge water collected in the two 250-gallon trailer mounted tanks during the monitoring process will be delivered to the City's Wastewater Treatment Plant (WWTP) headworks for disposal. Provost & Pritchard has disposed of PCE purge water at this location in the past and is familiar with the process. It should be noted that the latest arrival time at the WWTP is 3:00pm daily. So timing is critical to allow for the greatest level of efficiency. If a later disposal time could be arranged additional sampling could be achieved each day. Provost& Pritchard provides containers appropriate for purge water containment and transportation to the WWTP with two 250-gallon trailer mounted tanks.

MTBE Sampling

Provost & Pritchard has conducted the MTBE sampling for the City of Merced from October 2010 through May 2013. Provost & Pritchard's experience with these sites and overall expertise with groundwater sampling will provide the City with a higher level of reliability and sample reproducibility. We have read the schedule under Task 2 in the RFP and are capable of meeting the required timelines. It should be noted that Mr. Norman has supported the MTBE litigation on behalf of the City for several years and having Provost & Pritchard collecting the sample data provided a high level of understanding of the sampling procedures and reliability. This is critical for continued support at the same level.

Several of the monitoring wells associated with the municipal wells are well over 200 feet deep (Table of Wells Task 2 RFP) and are constructed of 2-inch PVC or metal casing. Historic purging and sampling of these wells appears to have been limited to depths above 200 feet due to available pumping technology. Provost & Pritchard will sound the bottom of each well (label each well) to ensure that the appropriate well are sampled each sampling event and record the information on the purge log reference above. The general standard practice is to purge three boring volumes, at a minimum, to produce a representative sample. The purging and sampling is typically conducted from within the screened zone of the well. This is not practicable for many wells. Provost &

Proposed Equipment & Methodologies

Pritchard will conduct the purging and sampling of these deep monitoring wells with a Grundfos Redi-Flo 2© pump owned by Provost & Pritchard from approximately 200 to 240 feet. Our cost estimate and schedule is based on this technique and we will continue to be able to meet the City's requirements as detailed under Task 2 of the RFP. Equipment decontamination will (and has been successfully conducted) be done by pumping a non phosphate containing cleaner through the pump and hosing followed by a clean water rise and finally a DI water rinse. Similar steps will be taken for the exterior of the pump and hose.

Our practice is to treat sampling as the most critical aspect of data collection and management and therefore dedicate staff and make every attempt to complete the work consecutively without sending staff to other projects or sites.

Provost & Pritchard understands the importance of the MTBE sampling and the integrity of the sample results required for the future of this project. As in the past, MW-10C associated with Well Site 5 will continue to be shipped in a separate ice chest to eliminate the chance of cross contamination during shipment to Seattle. The additional shipping cost for the small ice chest is included in the fee estimate.

All samples will be collected, labeled, stored, cooled and shipped overnight by Federal Express in containers and ice chest and blue ice provided by the contract laboratory. Provost & Pritchard has assumed that the ice chests and containers will be shipped to the Merced Engineering Department and Provost & Pritchard be responsible for return shipping as required in the RFP. Overnight shipping from the airport Federal Express office will range between \$300 to \$500 per sampling event and this cost is included in our fee estimate as requested.

Purge water from the monitoring wells associated with municipal wells will be collected in two 250-gallon trailer mounted tanks for disposal at the WWTP. Any surface disturbance (dislocated gravel) will be restored in pre-sampling condition.

The sampling of the municipal wells themselves will be conducted by Provost & Pritchard staff after City staff have provided access and switched on the pump (if not running when the sampling event is scheduled). Water will be run through the sample tap for a minimum of 5 to 10 minutes to remove any stagnate water before sampling. Water samples will be collected and labeled, placed in the ice chest and shipped with the monitoring well samples from the same site as described above.

Proposed Scope of Services to include:

TASK 1- PCE Project Sampling

Activities within this task will include:

- Qualified environmental consulting firm (Consultant) shall perform quarterly sounding/sampling of the PCE project monitoring wells for twelve (12) consecutive calendar quarters (3rd quarter 2019 through 2nd quarter 2022);
- The Consultant shall provide **traffic control services at each sampling site as necessary** in general conformance to the "California Manual on Uniform Traffic Control Devices (CA MUTCD, latest edition). An initial traffic control plan shall be submitted to the City for approval, and upon approval, thereafter be used for the remainder of the contract term;
- The Consultant shall perform sounding/sampling of the wells according to schedule and protocols specified in following sections;
- The Consultant shall perform routine well box maintenance and repair. (For the purposes of quoting on this task, assume \$3,000 per year on a time and materials basis to replace well lids, patch grout/asphalt/cement in or around well boxes, and/or replace stripped threads on lids. Activities shall coordinated through City Project Manager for concurrence prior to repairs.)
- The Consultant shall complete and maintain *groundwater monitoring well* purging and sampling records in accordance with standard environmental practice. The records shall be provided to the City as follows: PDF scanned copies shall be submitted via email to the Engineering Division no later than two weeks after each field event; originals shall be submitted to the Engineering Division no later than one month after each field event; the consultant may keep copies;
- The Consultant shall complete and maintain *municipal well* sampling Chain-of Custody documentation in accordance with standard environmental practice. The records shall be provided to the City as follows: PDF scanned copies shall be submitted via email to the Engineering Division no later than two weeks after each field event; originals shall be submitted to the Engineering Division no later than one month after each field event; the consultant may keep copies;
- The consultant shall coordinate container/sample transport to or pickup by laboratory. The lab contract includes providing sample containers and consultant will pick up/drop off containers from WQCD office located at the City's Waste Water treatment Plant (WWTP), 12060 Gove Road, Merced. Analyses are to be EPA Method 8260B, with seven (7) monitoring wells at Parkway PCE site also for hexavalent chromium EPA Method 218.6;
- The Consultant shall transport and dispose of well purge/decon water at the City of Merced Wastewater Treatment Plant (WWTP) headworks at no cost. The WWTP must be accessed before 3PM weekdays due to gate closure (note- all work is Monday through Friday, no weekends).

TASK 2 – Municipal Well Site Sampling

Note: City of Merced Department of Public Works Water Division staff will be present to operate well pumps during all municipal well sampling activities. City WQCD staff will also be present and may conduct sampling while at the site for purposes unrelated to this procurement.

Activities within this task will include:

- The Consultant shall perform semi-annual sampling of five (5) municipal wells for three years (months of November and May for years 2019 through 2022) for ***special MTBE analysis with overnight shipment to Seattle, Washington;***
- The Consultant shall perform quarterly sampling/sounding of the municipal well sites' monitoring wells [eleven (11) total] for three years (months of August, November, February, and May for years 2019 through 2022, see Table 2 below);
 - For the months of August and February, the consultant shall purge the monitoring wells and facilitate sampling by WQCD staff for PCE analyses. Consultant shall not handle/manage samples beyond sampling device transfer to WQCD staff in the field;
 - For the months of November and May, the consultant shall purge and sample the monitoring wells and obtain/manage samples for ***special MTBE analysis with overnight shipment to Seattle, Washington, as above.*** Concurrently, consultant shall facilitate WQCD staff sampling for PCE analyses;
- The Consultant shall perform sounding/sampling of the wells according to supplied schedule and protocols specified in following sections;
- The Consultant shall complete and maintain *municipal well* purging and sampling records in accordance with standard environmental practice. The records shall be provided to the City as follows: PDF scanned copies shall be submitted via email to the Engineering Division no later than two weeks after each field event; originals shall be submitted to the Engineering Division no later than one month after each field event; consultant may keep copies;
- The Consultant shall complete and maintain *groundwater monitoring well* sampling Chain-of Custody documentation in accordance with standard environmental practice. The records shall be provided to the City as follows: PDF scanned copies shall be submitted via email to the Engineering Division no later than two weeks after each field event; originals shall be submitted to the Engineering Division no later than one month after each field event; consultant may keep copies;
- The Consultant shall transport and dispose of well purge/decon water at the City of Merced WWTP headworks at no cost.

Work Requirements- Technical and Administrative:

The scope of work involves adherence to various regulatory agency requirements for environmental assessment activities. The following sections detail technical and administrative requirements for the proposal and contracted work.

Technical Requirements-

- The contracted work is to be performed under the direction of an appropriately licensed individual for geologic/groundwater investigations in accordance with the State of California Business and Professions Code §7800 et cetera. The signature and professional seal (stamp) of the individual in responsible charge for the contracted work shall be submitted in a certification letter following the quarterly completion of work. The City acknowledges that

interpretation of the field data is to be performed by others. However, the certification letter shall attest to the performance of the fieldwork and the accuracy of the data submitted to the City. This documentation can be a simple one page certification [see Attachment 3] and is to be submitted to the City no later than two weeks following the calendar quarter of the completed work;

- Past historical groundwater fluctuations have resulted in dry monitoring wells. Consultants are responsible for sampling all scheduled wells with sufficient water;
- All of the PCE sites' monitoring wells shall be sounded every quarter, and for total depth no less than once per year;
- All well monitoring and well purging/sampling activities will generally conform to Merced County Division of Environmental Health "*Minimum Monitoring Well Sampling Requirements, September 2002*" (Attachment 4), with the following modifications:
 - No reporting/project management by/to Merced County is necessary;
 - Oxidation-Reduction Potential (ORP, mV) measurements to be included for eighteen (18) monitoring wells at Parkway PCE site;
 - No dissolved oxygen measurements except eighteen (18) monitoring wells at Parkway PCE site (mg/L);
 - Well purge water shall be managed as described herein;
 - Sample equipment/trip blanks as designated by the City.
- The majority of the PCE Project monitoring wells are located in the public right-of-way and the consultant shall be responsible for traffic control as noted above. Any contracted work that is shut down or delayed for safety issues by any regulatory authority (City Police, Streets, Inspection Division staff, etc. , Caltrans or other) shall be at the consultants expense with no additional payment for compliance;
- The Consultant shall restore all areas adjacent to the work area and areas affected during work to their pre-field work condition;
- The Consultant shall be responsible for compliance with applicable provisions of California Code of Regulations, Title 8, 5192, Hazardous Waste Operations and Emergency Response, and 29 CFR 1910.120, including but not limited to:
 - Contractor staff shall be 40 Hour Hazwoper certified and maintain documentation of such (and 8 hour annual refresher) at the job site (to be submitted to regulatory staff upon demand);
- Past sampling methods have included submersible pumps, Waterra systems, etc. The Consultant is responsible for choosing and providing well purging and sampling methodologies and equipment as applicable to the project, in accordance with regulatory standards and general environmental investigation practice (note: passive sampling devices are not approved). If the Consultant chooses not to use existing Waterra tubing in the wells, the tubing shall be discarded and the foot valves shall be delivered to City staff. At the conclusion of the contract, the Consultant shall replace all tubing and re-install foot valves removed;
- The City project manager shall identify quality assurance samples to be taken each quarter. These shall include sample duplicates, trip blanks and/or equipment blanks;
- The Consultant will need to provide holding tank(s) and the capacity to transport same for disposal of purge/decon water at the City of Merced WWTP at no charge. [This facility is approximately 4 miles southwest of downtown Merced. The City will provide directions and instructions for carrying out this work after contract execution.] The water disposal point is a

concrete sump that is also used for septic tank service type-haulers/RVs to dump their loads. Holding tanks shall be water tight and shall not leak during transportation;

- **Special MTBE analyses/handling (analyses at <20 ng/L or part-per-trillion level):**
 - The consultant shall coordinate sample container delivery and receipt by the Seattle based laboratory;
 - The laboratory will ship containers (VOAs) in certified clean, pre-chilled ice chests, plastic bags, and blue ice packing. The chests will contain trip blanks and care must be taken to prevent damage/cross contamination;
 - Upon receipt of the shipments, the consultant will ensure that the blue ice is frozen and ready for use on days of sampling;
 - Consultant shall ensure that the laboratory supplies are segregated from any/all other samples/work the consultant performs. No other sample transport shall occur in the chests/vehicles used for this effort (for the work period) and vehicles shall be clean to lessen risk of contamination. No chemicals containing solvents or any petroleum products shall be stored in vehicles (for the work period). Under no circumstances are other products to be substituted; any discrepancies such as breakage will be brought to the City Project Manager's attention for resolution;
 - One monitoring well, *Well Site 5B, MW-10C*, has elevated levels of gasoline compounds and these VOAs must be shipped in a separate container;
 - Samples in designated ice chests/plastic bags/blue ice shall be shipped overnight delivery on sampling days to ensure holding times are met for the Seattle laboratory. The Consultant is responsible for choosing delivery method/service.
- Sounding/sampling of wells for the **PCE Project** six sites shall be performed in accordance with the following:
 - The Consultant shall endeavor to complete the field work in the first six weeks of the calendar quarter (for quarterly events, this is to ensure State reporting deadlines are met);
 - All of the wells associated with one site shall be sounded on the same day and prior to initiating purging/sampling activities of that site's wells;
 - Tabulated depth to water measurements shall be recorded on a data sheet separate from individual well purge volume/monitoring sheets;
 - Sounding of multiple sites' wells may take place on the same day provided that the above condition is met; and, no more than 72 hours elapses between sounding and sampling of all of an individual site's wells;
 - Purge/decon water will be containerized for disposal at the WWTP;
 - Wells will be maintained in a secure manner throughout the project. Consultant shall notify the City if maintenance/repair is needed (via email and field log annotation);
 - If a site well is inaccessible during an event the consultant shall make a reasonable effort to sample the well while continuing mobilization to other sites. If the well is still not accessible the Consultant shall communicate this to the City project manager for instructions.
- Sounding/sampling of wells at the five **municipal well sites** shall be performed in accordance with the following:
 - The Consultant shall coordinate with WQCD staff for access to well sites, City Public Works Department Water Division staff shall operate pumps as necessary;

- Municipal wells shall be operated for a minimum of 5 minutes prior to taking sampling out of spigot;
- Purge/decon water will be containerized for disposal at WWTP;
- Equipment decontamination process final rinse shall consist of distilled water procured from off-site, non-Merced municipal water source.

Full compensation for conforming to the technical requirements of the above section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

Administrative Requirements-

- The Consultant shall complete and maintain field purging and sampling records in accordance with standard environmental practice. Copies as above;
- The Consultant shall complete and maintain sample Chain-of Custody (COC) documentation. Copies as above;
- The PCE Project wells analytical data will be uploaded (by others) to the State GeoTracker website. Selected consultant shall be supplied with site Global Id numbers and well Field Point Names to ensure proper annotation on Chain-of-Custody forms;
- The Consultant shall submit certification letters of the individual responsible for the contracted work to the City Engineering Division no later than two weeks following the period of the completed work as above.

Civil Rights Laws: Consultant, its employees, and any subcontractors shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and all other applicable non-discrimination civil rights requirements.

Subcontracting: No subcontract releases the Consultant from the contract or relieves the Consultant of their responsibility for a subcontractor's work.

Ownership of Work Product: The City shall receive the work products throughout the course of the project. Consultant shall not have exclusive rights to the work, or charge for dissemination uses of any kind.

Workers' Compensation: The Consultant shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker's compensations. The Consultant shall also provide liability insurance in accordance with the above referenced contract form requirements (Agreement for Professional Services insurance documentation to be submitted before contract is executed by the City).

Conflicts of Interest: The Consultant must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. seq. of the Government Code.

The Political Reform Act requires City officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body. If the proposer holds no City committee appointment or other relationship, the proposal should simply state that in response to this item.

City of Merced Business License: Consultant shall obtain and maintain a City of Merced Business license throughout the contracted period.

Full compensation for conforming to the administrative requirements of the above sections shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

Fee Proposal

Fee Schedule		
Staff Name	Title	Hourly Rate
David Norman	Principal-in-Charge <i>Principal Environmental Specialist</i>	\$215/hr
Stephanie Gillaspy	Project Manager <i>Senior Environmental Specialist</i>	\$167/hr
Rich Fink	Quality Control <i>Principal Environmental Specialist</i>	\$205/hr
David Real	Environmental Field Technician	\$105/hr

Cost of Services		
Budget Category	Task Subtotal/Year	3-Year Project Total
Task 1 - PCE Project Sampling	\$44,600	\$133,800
Task 2 - Municipal Well Sampling	\$26,000	\$78,000
Well Repair	\$3,000	\$9,000
Total Project		\$220,800

The consultant is to identify hourly rates of compensation for staff (by member name and job title), costs by task (1 and 2), and a “not to exceed” figure for the total project. Progress payments, upon invoice, will be made monthly based on actual hours worked applied to the agreed upon hourly rates of compensation. Consultant invoices shall identify hours worked by date for each named individual staff member.

All consultant project management activities including, but not limited to: correspondence, meetings, electronic communications, mail, submittals, etc., shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

Notes:

- The City will fund the contract by fiscal year (FY) starting July 1, 2019 – June 30, 2022. Therefore, the total contract “not to exceed” price will be divided by three with equal portions allocated to FY19/20, FY20/21, and FY21/22. Unspent funds shall not carry over between fiscal years.*
- As above, minor well repairs during the contract period will be made on a time and materials basis upon pre-approved cost estimates provided by the Consultant to the assigned City Project Manager. Major damage to well boxes/wells will be managed separately and the consultant is not responsible for repairs that would exceed the \$3,000 annual total.*

2019 Standard Fee Schedule

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2019. *Multi-year contracts are subject to any subsequent changes in these rates.*

Staff Type	Fee Range
Engineering Staff	
Assistant Engineer	\$95.00 – \$115.00
Associate Engineer	\$120.00 – \$140.00
Senior Engineer	\$145.00 – \$175.00
Principal Engineer	\$180.00 – \$220.00
Specialists	
Assistant Environmental Specialist	\$85.00 – \$110.00
Associate Environmental Specialist	\$117.00 – \$147.00
Senior Environmental Specialist	\$150.00 – \$175.00
Principal Environmental Specialist	\$185.00 – \$215.00
Associate GIS Specialist	\$95.00 – \$115.00
Senior GIS Specialist	\$120.00 – \$150.00
Assistant Geologist/Hydrogeologist	\$90.00 – \$105.00
Associate Geologist/Hydrogeologist	\$110.00 – \$135.00
Senior Geologist/Hydrogeologist	\$150.00 – \$180.00
Associate Water Resources Specialist	\$95.00 – \$115.00
Senior Water Resources Specialist	\$120.00 – \$150.00
Planning Staff	
Assistant Planner	\$75.00 – \$95.00
Associate Planner	\$100.00 – \$125.00
Senior Planner	\$140.00 – \$165.00
Principal Planner	\$170.00 – \$195.00
Technical Staff	
Assistant Technician	\$75.00 – \$95.00
Associate Technician	\$100.00 – \$120.00
Senior Technician	\$130.00 – \$145.00

Staff Type	Fee Range
Construction Services Staff	
Associate Construction Manager	\$115.00 – \$135.00
Senior Construction Manager	\$140.00 – \$162.00
Principal Construction Manager	\$170.00 – \$200.00
Construction Manager ^{(1) (2)}	\$142.00 – \$167.00
Support Staff	
Administrative Assistant	\$65.00 – \$85.00
Project Administrator	\$73.00 – \$93.00
Project Manager	\$125.00
Intern	\$65.00
Surveying Services Staff	
LSIT Surveyor	\$95.00 – \$115.00
Licensed Surveyor	\$125.00 – \$160.00
1-Man Survey Crew	\$165.00/\$190.00 ⁽¹⁾
2-Man Survey Crew	\$230.00/\$270.00 ⁽¹⁾
2-Man Survey Crew including LS	\$265.00/\$275.00 ⁽¹⁾
1-Man CORS Survey Crew	\$180.00
2-Man CORS Survey Crew	\$230.00
UAV (Drone) Services	\$205.00
<small>(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)</small>	
<small>(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.</small>	
<small>(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.</small>	

Additional Fees

Expert Witness: As quoted.

Travel Time (for greater than one (1) hour from employee's base office):
\$80/hour (unless the individual's rate is less)

Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%

**Environmental In-House Reimbursable Fee Schedule:
2018 Standard Rates**

Equipment	Activity Code	Rate		
		Daily	Weekly	Monthly
Photoionization Detector (PID)	5240	160	500	
Flame Ionization Detector (FID)	5241	210	700	
Water Level Indicator - tape	5242	40	125	
Water Level Indicator - acoustic	5299	40	125	
Oil/Water Interface Probe	5243	55	175	
pH/Conductivity/Temp Meter	5244	55	175	
Dissolved Oxygen Meter	5245	55	175	
Combustible Gas Meter (LEL/O2)	5246	70	250	
Turbidity Meter	5247	40	100	
Air Flow Meter	5248	27		
Pressure Meter (Mag)	5249	12		
Core Sampler & Slide Hammer	5250	17	55	
Bailer (Reusable Teflon)	5251	30		
Data Logger (2 channel)	5252	90	450	
Data Logger (8 channel)	5253	130	650	
Pressure Transducer	5254	50	185	675
Level D Safety	5255	35		
Hand Auger	5256	40	125	
Field Truck (ph/EC meter, Level D)	5257	0.560/mile		
Truck	5258	0.560/mile		
Waterra Actuator	5270	65	185	
Generator - 2000 watt	5271	55	210	
Generator - 2200 watt (SN: EAMT-1191646)	5300	55	210	
Pocket Colorimeter II (per test)	5272	30		
Soil Vapor Sampling Equipment	5273	290		
Vacuum Pump	5298	50		
Generator - 3000 watt	5274	60	225	
Grundfos Pump/Reel/VFD	5275	230		
Disposable Items		Each		
Brass Liner (2" x 6")	5259	13		
Stainless Steel Liner (2'x6')	5260	15		
Bailer (Disposable 1.5" O.D.)	5261	16		
Padlock	5262	15		
55-gallon Drum	5263	60		
Waterra Tubing 5/8"	5280	0.45/ft		
Waterra Footer Valve D-25	5281	23		
Lagoon Markers	5282	23		
Waterra Tubing 1"	5283	0.90/ft		
Waterra Footer Valve D-32	5284	28		
Waterra Surge Block 5/8" for 2" well	5285	13		
Waterra Surge Block 1" for 4" well	5286	22		
Env. Field Equipment	5287	250		
RTK Rover w/ Network Access	5288	23/hr		
Traffic Control				
Cones/Delineators (5)	5264	12	50	
Miscellaneous Supplies	5265	35		



ADMINISTRATIVE REPORT

Agenda Item E.6.

Meeting Date: 8/19/2019

Report Prepared by: Karen Baker, Development Associate, Merced Visitor Services

SUBJECT: Approval of Lease Agreement Between the City of Merced and YARTS (Yosemite Area Regional Transportation System) for Use of the Bus Concourse and Common Areas at the Merced Transportation Center (710 W. 16th Street) with Rent Starting at \$200.00 per Month for a Term of Five Years with Annual Extensions by Mutual Agreement of the Parties

REPORT IN BRIEF

Considers a lease agreement (5-year Term with annual extensions by mutual agreement of the parties) with YARTS for use of the bus concourse and common area facilities located at the Merced Transportation Center, located at 710 W. 16th Street.

RECOMMENDATION

City Council - Adopt a motion approving the lease agreement between YARTS and the City of Merced and authorizing the City Manager or the Assistant City Manager to execute all necessary documents.

ALTERNATIVES

1. Approve as recommended; or,
2. Approve, subject to modifications as conditioned by Council; or,
3. Deny the request completely; or,
4. Refer back to staff for reconsideration of specific items as requested by Council; or,
5. Continue item to a future Council meeting (date to be specified in City Council motion).

AUTHORITY

Section 200 of the City of Merced Charter.

CITY COUNCIL PRIORITIES

City of Merced Adopted Budget Fiscal Year 2019-2020, Section 7 - Merced Visitor Services: Goal - Position Merced as a tourism destination.

DISCUSSION

Yosemite Area Regional Transportation System (YARTS) provides daily bus service from various stops in Merced and other communities to the Yosemite Valley. YARTS has been a lessee of the Merced Transportation Center since 2000.

Staff has negotiated a Lease Agreement with YARTS for use of the Bus Concourse and Common

Areas at the Transportation Center, 710 W. 16th Street (Attachment 1). The Lease Agreement includes a five (5)-year term, and may be extended annually by mutual agreement of both parties. The City rents the concourse to YARTS for \$ 200.00 per month. YARTS will continue to have access to the common area lobby, bathrooms and other general public facilities. YARTS will be responsible for a three percent (3%) pro-rata share for maintenance, garbage and utilities. Revenues are deposited into the Facilities Maintenance account 671-1119-352.03-00.

YARTS provides a valuable service to travelers and visitors, and provides exposure for the City of Merced as a tourism destination. The use of the concourse is mutually beneficial to the City and existing transportation service tenants.

Key Lease Terms: Notable terms of the Lease Agreement include:

Parties: Lessor: City of Merced
 Lessee: Yosemite Area Regional Transportation System (YARTS)

Premises: The subject site is a portion of the City-owned Merced Transportation Center, located at 710 W. 16th Street, consisting of use of the concourse area. Use of the common area facilities include the lobby area, bathrooms for patrons (See Exhibits A, B & C of Attachment 1).

Term: Five (5) year lease with annual extension by agreement with both parties.

Tenant

Improvements: No tenant improvement (TI) allowance is included.

Utilities and Maintenance: YARTS will be responsible for 3 percent (3%) pro-rata share of maintenance, garbage, and utilities for the Merced Transportation Center.

IMPACT ON CITY RESOURCES

The rent revenues generated are deposited into the Facilities Maintenance account 671-1119-352.03-00.

ATTACHMENTS

1. YARTS Lease Agreement

LEASE AGREEMENT

THIS LEASE made effective this _____ day of _____ 2019, by and between the City of Merced, a California Charter Municipal Corporation ("Lessor"), and Yosemite Area Regional Transportation System, a California Joint Powers Authority between Merced County, Mariposa County and Mono County, political subdivisions of the State of California ("Lessee").

WHEREAS, The Lessor is the owner of the Merced Transportation Center building located on a tract of land in Merced, California, at 710 West 16th Street; and,

WHEREAS, Lessee operates a public transit system and desires to lease certain bus concourses at the Merced Transportation Center.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the -Lessor and Lessee do hereby agree as follows;

1. DEFINITIONS

A. Building. "Building" is defined as that certain building and surrounding improvements known as the Merced Transportation Center located at 710 West 16th Street, Merced, California, and labeled "Transpo Center" on Exhibit A.

B. Concourse. "Concourse" shall be defined as the bus parking areas behind the Transportation Center, and labeled Concourse on the attached Exhibit A.

C. Common Area. "Common Area" shall be defined as the waiting area, restroom facilities and entryways of the building located at the Building and land labeled Common Area on the attached Exhibit B.

2. CONCOURSE. The Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all the conditions set forth herein, the Concourse in Exhibit A, which is attached hereto and made a part hereof, situated in the City of Merced, County of Merced, State of California, subject to the conditions set forth herein, the continuous and uninterrupted right of Lessee and its officers, employees, business invitees, customers and patrons, of access to and from Concourse and Common Area for any purpose contemplated herein.

3. TERM. Subject to early termination under Section 16 below, the term of this Lease shall be five (5) years from the date and year first above written at the beginning of this Agreement. This Agreement may be extended annually by mutual agreement of the parties.

4. RENT. Rent shall be payable on the 1st of each month commencing on the month operations begin at the facility, and shall be Two Hundred Dollars (\$200.00) per month for the term of the lease. Rent shall be considered late if not paid within sixty (60) days after the due date, then a late payment penalty of One Hundred Dollars (\$100.00), plus interest of twelve percent (12%) per annum on the delinquent amount.

5. USE. The Lessee and its patrons shall have the right of reasonable access to the Common Area, including restrooms, for the term of this Lease.

Lessee shall not commit or permit any act or acts in or on the Concourse, Building, or the Common Area, or use the same or suffer the same to be used in any manner which will cause a cancellation of any fire, liability, or other insurance policy covering the Building, Concourse, or the Common Area, or any part thereof.

6. LESSOR'S WARRANTY OF TITLE. Lessor represents and warrants that:

A. Lessor is the sole owner in fee simple of the Building and has full right and power to grant the estate demised and to execute and perform this Lease;

B. The Building will remain free and clear of all encumbrances that could adversely affect Lessee's leasehold estate;

C. The intended use of the Concourse for purposes stated herein is permitted by all applicable zoning laws and regulations;

D. The Building will comply with all applicable ordinances, regulations, and zoning and other laws; and,

E. Lessor shall maintain valid Public Entity Property Insurance (PEPIP) throughout the term of the Lease.

7. QUIET ENJOYMENT. Lessor covenants and agrees that so long as Lessee observes and performs all the agreements and covenants required of it

hereunder, Lessee shall peaceably and quietly have, hold and enjoy the Concourse for the Term without any encumbrance or hindrance by Lessor. If Lessee's use of the Concourse is significantly limited, or denied, through rezoning, environmental impact edict, or other action of any public or quasi-public agency, this Lease, at the sole option of Lessee, shall terminate as of the effective date of such action and the rent applying to the unexpired portion of the term will abate.

8. **LESSEE'S INSURANCE.** Lessee, at its expense, shall maintain plate glass and public liability insurance, including bodily injury and property damage, insuring Lessee and Lessor with minimum coverage as follows: \$1 million combined personal injury and property damage.

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy shall require thirty (30) DAYS' WRITTEN NOTICE TO LESSOR PRIOR TO CANCELLATION OR MATERIAL CHANGE OF COVERAGE.

9. **REPAIRS, MAINTENANCE AND UTILITIES.**

A. Exterior of Building. Lessor shall provide and pay for the day-to-day maintenance and repair of the exterior area of the Building, including but not limited to the exterior landscaping, bus concourse area, driveways, exterior roof, and exterior sidewalls.

The Lessor shall pay the total cost of the water and electricity services for the exterior area of the Building.

B. Concourse. The Lessee shall pay the total cost of its telephone and communication services used at the Building, Concourse, or the Common Area, if any.

C. Interior of Building. Except as provided in Subsections A and B above, the Lessor shall provide, perform and pay a pro rata share of the total costs incurred by the Lessor for maintenance, repairs, janitorial services, garbage and rubbish services, water, gas, electricity, telephone services, maintenance and janitorial supplies, security costs, and other public utility services for the Building, including the Concourse, during the term of this Lease, or any renewals thereof as provided herein; and, Lessee shall, upon receipt of a proper accounting from Lessor, reimburse Lessor for Lessee's pro rata share of said costs, on a monthly basis, pro rata as determined by reference to Subsection D. below. Lessor shall

provide a minimum of forty-eight (48) hours weekly of custodial staff time, including at least four (4) hours daily on weekends.

D. Pro Rata Share Computation. Lessee agrees to pay three percent (3%) of the monthly costs associated with the costs and services outlined in Section C above. Payments shall be included with the monthly rent payments.

10. **ALTERATION AND IMPROVEMENTS.** Lessee shall have the right to make alternations and improvements to the Concourse subject to the following terms and conditions.

A. No alteration or improvements made by Lessee shall in any way impair the structural integrity and stability of the Building, the Concourse, and the Common Area, or diminish the value of the property;

B. All alternations or improvements shall be first approved in writing by the Lessor, but said approval shall not be unreasonably withheld by Lessor;

C. Lessee shall keep the Building, the Concourse, and the Common Area free and clear of any mechanics' liens or materialmen's liens arising out of the construction of any such alterations or improvements;

D. All alterations and improvements made to the Concourse shall become the property of the Lessor and shall remain on and be surrendered with the Concourse at the expiration of this Agreement or sooner.

E. Lessee's personal property and its trade fixtures, including but not limited to machinery, equipment, and furnishings, shall remain the property of Lessee and may be removed by Lessee. However, any personal property and trade fixtures not removed by Lessee within thirty (30) calendar days from the termination of this Lease, or any extension thereof, shall automatically become the property of the Lessor. Lessee shall repair any damage to the Concourse, Building, and Common Area caused by Lessee's removal of its personal property and/or trade fixtures.

11. **MECHANICS LIENS.** The Lessor and Lessee agree to keep the Concourse, Building, and Common Area free from any and all claims of persons or firms or corporations who, at the request of Lessor or Lessee or their employees or contractors, furnish labor or materials to or for the benefit of said Concourse,

Building, or Common Area and Lessor and Lessee further agree to hold each other harmless from any and all claims of mechanics' liens.

12. **DAMAGE/DESTRUCTION.** If the Concourse, Building, or Common Area is damaged or destroyed in whole or in part by fire or other casualty, Lessor shall repair and restore the same to a good tenable condition. Lessor shall commence and complete all work required to be done under this paragraph with reasonable promptness and diligence, but Lessor shall not be in default in any required performance if delay in performance results from fire, flood, storm, labor disputes, shortage of materials or transportation facilities, governmental regulations, war, act of God or other causes beyond Lessor's reasonable control. If Lessor shall not commence such repair or restoration within thirty (30) days after such damage or destruction, or if repair or restoration will require more than one hundred twenty (120) days to complete, Lessee may thereafter, at its option, terminate this Lease by giving the Lessor written notice of its election to do so at any time prior to the commencement of such repair or restoration. In that event, this Lease shall terminate as of the date such notice is received by Lessor. Notwithstanding any other provisions of this section, Lessee shall be responsible for repair and restoration of Lessee's trade fixtures and personal property located in or on the Concourse, Building, or Common Area in the event of damage or destruction of said property.

Notwithstanding any provision to the contrary, Lessee shall be responsible for any damage to the Concourse, Building, or the Common Area, or other property belonging to the Lessor, resulting from Lessee's activities conducted pursuant to this Agreement.

13. **SIGNS.** Any and all signs or advertisements of any nature extending into, on, or located over the Concourse, Building, or Common Area shall conform to all City of Merced zoning, building, and safety codes, now existing or as amended in the future, shall be consistent with already existing signage at the Concourse, Building, or Common Area, and shall be approved by Lessor in writing prior to construction, use, or erection thereof. Lessee shall be allowed to install upon to six (6) square feet maximum of contiguous signage along the southerly portion of the building as located in the illustration provide in Exhibit C. Signage shall be a hanging or blade type only and shall not interfere with the daily operations and safety of the building. Signage shall be maintained by Lessee at its sole cost. Lessee shall be responsible for returning the Building to its original condition upon termination and/or forfeiture of the Lease. Any signs posted not in

conformance with this provision shall be subject to immediate removal by Lessor at the cost of Lessee.

14. TAXES. The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this Lease, the private party may be subjected to payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, assessments and fees assessed or levied upon Lessee or the Concourse, the Building, or the Common Area or any interest therein, including, but not limited to, buildings, structures, fixtures, equipment or other property installed, or constructed thereon. Lessee further agrees not to allow such taxes, assessments or fees to become delinquent and as such to become a lien against said Concourse, Building, or Common Area or any improvement thereto. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.

The obligation to make any payments pursuant to this Section shall survive the expiration of the term of this Lease, provided Lessee's obligation arose out of or is equitably allocable to the period covered by this Lease.

15. ASSIGNMENT AND SUBLETTING. Lessee shall not encumber, assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Concourse, Building, or Common Area without the prior written consent of Lessor. Neither shall Lessee sublet the Concourse, Building, or Common Area, or any part thereof, or allow any persons, other than Lessee's employees, agents, or servants, to occupy or use the Concourse, Building, or Common Area or any part thereof without the prior written consent of Lessor. A consent of Lessor to one assignment, subletting, or occupation and use by another person shall be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation of law, or otherwise, is void and of no effect and shall, at the option of the Lessor, terminate this Lease.

The consent of Lessor to any assignment of Lessee's interest in this Lease or the subletting by Lessee of the Concourse, shall not be unreasonably withheld or delayed.

16. **TERMINATION OF LEASE.** It is understood and agreed by the parties hereto that Lessor and its successors in interest shall and hereby do reserve the right to cancel or terminate this Lease prior to expiration of the term or renewed or extended term hereof as follows:

- A. If the Lessee is in default or breach of this Lease; or
- B. If the Lessee assigns or sublets the Concourse, Building, or Common Area without the prior written consent of Lessor.

Lessee shall reserve the option to terminate the Lease if public funds are no longer available for the daily operations of the Lessee and the Lessee has exhausted all options for obtaining funds to provide for rent payments described in Section 4 of this Lease and the pro-rata share described in Section 9D of the Lease. Lessee shall give ninety (90) days written notice of its intent to terminate the Lease. Lessee shall also reserve the option to terminate the Lease by mutual agreement of the parties in the event Greyhound Lines, Incorporated vacates the Building and Lessee, in good faith, has exhausted all options available to uphold the terms of the Lease. Lessor shall give ninety (90) days written notice of its intent to terminate the Lease.

17. **COMPLIANCE WITH LAWS.** During the term of this Lease and any renewals or extensions hereof, Lessee shall promptly execute and comply with federal, State, County, and City statutes, ordinances, regulations, laws, or other requirements applicable to the Concourse, Building, or Common Area, and the operation of the Building as a Multipurpose Transportation Facility.

18. **LESSEE'S DEFAULT AND REMEDIES.** The occurrence of any one or more of the following events constitutes a material default and breach of this Lease by Lessee:

A. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the failure continues for a period of twenty (20) days.

B. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than those described in Subsection A above, where the failure continues for a period of thirty (30) days after notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30)

days are reasonably required for its cure, then Lessee shall not be deemed in default if Lessee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.

- C. The making by Lessee of any general assignment, or general arrangement for the benefit of creditors.
- D. The filing by Lessee of a petition to have Lessee adjudged a bankrupt.
- E. The judicial declaration of Lessee as a bankrupt.
- F. The appointment of a trustee or receiver to take possession of substantially all of Lessee's assets or of Lessee's interest in this Lease, if possession is not restored within thirty (30) days.

In the event of any such default or breach by Lessee, with the exception of bankruptcy or receivership, Lessor may, after giving written notice, pursue those remedies available to Lessor under the law or judicial decisions of the State of California. In the event of bankruptcy or receivership, this Lease shall immediately terminate. Even though Lessee breaches this Lease or is in default, as provided above, this Lease continues in effect for so long as the Lessor does not terminate Lessee's right of possession; and the Lessor may enforce all its rights and remedies under this Lease, including the right to recover all payments that become due under this Lease.

The right of the Lessor under this Lease shall be cumulative to all other rights or remedies now or hereafter given to Lessor by law. Nothing in this Lease affects the right of the Lessor to equitable relief where such relief is appropriate.

Nothing in this section affects the right of Lessor to indemnification for liability arising prior to the termination of this Lease for personal injuries or property damage as provided in Section 24 of this Lease.

19. LESSOR'S DEFAULT AND REMEDIES. Lessor shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor; provided that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance, then Lessor shall not be in default if Lessor commences performance within the thirty (30) day period and thereafter diligently completes performance.

20. **WAIVER.** No term of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any breach of any covenant, condition or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition or stipulation. In the event of default, either party may also pursue those remedies available to it under the laws of judicial decisions of the State of California.

21. **BINDING EFFECT.** This Agreement and the Lease hereunder shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successor and assigns.

22. **ASSUMPTION BY NEW OWNER.** If the City of Merced transfers any interest in the Concourse, Building, or Common Area to any other party or entity, this Lease shall remain in full force and effect, with the new owner assuming the role of Lessor with all rights and duties specified in this Lease.

22. **SURRENDER.** Lessee agrees to take good care of the Concourse, Building, and the Common Area to commit no waste, and suffer no injury to be done to the same, and to return the possession of the same to Lessor at the expiration of the term, in as good condition as at the commencement of this Lease, normal wear and tear excepted.

If Lessee fails to surrender the Concourse upon the expiration or termination of this Lease, Lessee shall indemnify and hold the Lessor harmless from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender.

23. **INDEMNITY.** Lessee shall indemnify, defend and hold harmless Lessor and its officers, officials, employees and agents from any and all claims or demands, actions, damages, costs and expenses for death or injuries to persons or property arising out of the intentional acts, negligence, improper acts or omissions of Lessee, its agents, officers, employees, contractors, or subcontractors which are connected with or incident to Lessee's possession, operations, use or occupancy at or of the Building, Concourse, and/or the Common Area.

Lessor shall indemnify, defend and hold harmless Lessee and its officers, officials, employees and agents from any and all claims or demands, actions, damages, costs and expenses for death or injuries to persons or property arising out

of the intentional acts, negligence, improper acts or omissions of Lessor, its agents, officers, employees, contractors, or subcontractors which are connected with or incident to Lessor's possession, operations, use or occupancy at or of the Building, Concourse, and/or the Common Area; provided, however, that the foregoing hold harmless provision of Lessor shall have no force or effect on actions or claims which are the result of Lessor's non-negligent fulfilling of its obligations under this Agreement or which are the result of Lessor being named in a lawsuit, action or claim merely by virtue of the business relationship which exists between the parties hereto.

24. COVENANTS AGAINST DISCRIMINATION. The Lessee covenants for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that no person or groups of persons on the grounds of race, creed, religion, disability, sex, marital status, color, national origin or ancestry may be excluded from the use of the Lessee's public transit system or the services provided at the Merced Transportation Center. Furthermore, any deed or deeds shall contain the following covenants:

"There shall be no discrimination against or segregation or any person or groups of persons on account of race, color, creed, national origin, religion, sex, marital status, physical disability, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Concourse, Building, or Common Area herein leased, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy of tenants, lessees, sublessees, subtenants or vendees in the Concourse, Building, and Common Area herein leased."

25. NOTICES. All notices and other communications contemplated shall be in writing and shall be deemed given when personally delivered or on the fifth (5th) day if sent by mail, and shall be personally delivered or mailed by certified mail, return receipt requested, with postage and fees paid, as follows:

LESSOR: City of Merced
c/o City Clerk
678 West 18th Street
Merced, California 95340

COPY TO: City Attorney's Office
City of Merced
678 West 18th Street
Merced, California 95340

LESSEE: Yosemite Area Regional Transportation System
c/o MCAG
369 West 18th Street
Merced, California 95340

26. ENTIRE AGREEMENT. All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

27. TAXES, UTILITIES AND MECHANICS' LIENS. Notwithstanding anything expressed or implied to the contrary contained in this Lease, Lessee, at its own expense, may in good faith contest charges for taxes or utilities or mechanics' lien claims and, in the event of such contest, may permit the items contested to remain unpaid during the period of the contest any appeal therefrom; provided that such nonpayment shall not be permitted to cause a loss or forfeiture of any part of the Concourse, Building, or the Common Area. Lessor shall render to Lessee all assistance reasonably possible in contesting such charges; however, Lessor shall not be obligated to join Lessee as a party in any claim, lawsuit, administrative hearings or other similar legal proceedings. Should any refund be made of any charges paid by Lessee, the amount of such refund shall belong to and be paid to Lessee.

28. SUBORDINATION. Lessor shall have the right, at any time or times during the term of this Lease, to mortgage Lessor's interest in the Concourse, Building, or the Common Area for any purposes, and Lessee shall, if requested by Lessor's lender, subordinate its interest in said Concourse, Building, or the Common Area to the lien of lender's mortgage or trust deed, provided the lender agrees in writing, in recordable form, not to disturb Lessee's possession of the Concourse, Building, or the Common Area under this Lease, so long as Lessee is not in default of any of the terms, conditions, and covenants of this Lease, and to accept the performance by Lessee of its covenants and obligations hereunder if such mortgage shall be foreclosed (hereinafter referred to as "non-disturbance agreement").

Any mortgage or lien created against the Concourse, Building, or the Common Area, or any portion thereof shall contain, and the mortgagee or lienholders shall execute, a non-disturbance agreement in favor of Lessee and its successor and assigns.

29. **EMPLOYEE CONDUCT.** Lessee's employees, agents, contractors, and subcontractors shall be subject to all street and highway safety rules, including but not limited to the provisions in the California Vehicle Code, while traveling through or stopping upon the Concourse, Building, and/or the Common Area.

30. **SEVERABILITY.** If any provision of this Agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement.

31. **ATTORNEY FEES.** The prevailing party in any action pertaining to this Agreement shall be entitled to all other remedies provided herein and all its costs and expenses, including reasonable attorneys' fees.

32. **CHOICE OF LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of California. Venue for any litigation pursuant to this Agreement shall be exclusively in a state court located in Merced County.

33. **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.

34. **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.

35. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the

counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed on the date 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: Phreda A. Dahn 11-27-18
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

LESSEE:

Yosemite Area Regional
Transportation System, a California
Joint Powers Authority between
Merced, Mariposa and Mono
Counties, political subdivisions of the
State of California

BY: Stacie Dabbs
(Authorized Signature)

STACIE DABBS
(Typed Name)

Title: Executive Director
Yosemite Area Regional
Transportation System

Taxpayer I.D. No. 77-0539394

ADDRESS: 369 W. 18th ST
MERCED, CA 95340

TELEPHONE: 202-723-3153

APPROVED AS TO FORM:

BY: [Signature]
General Counsel

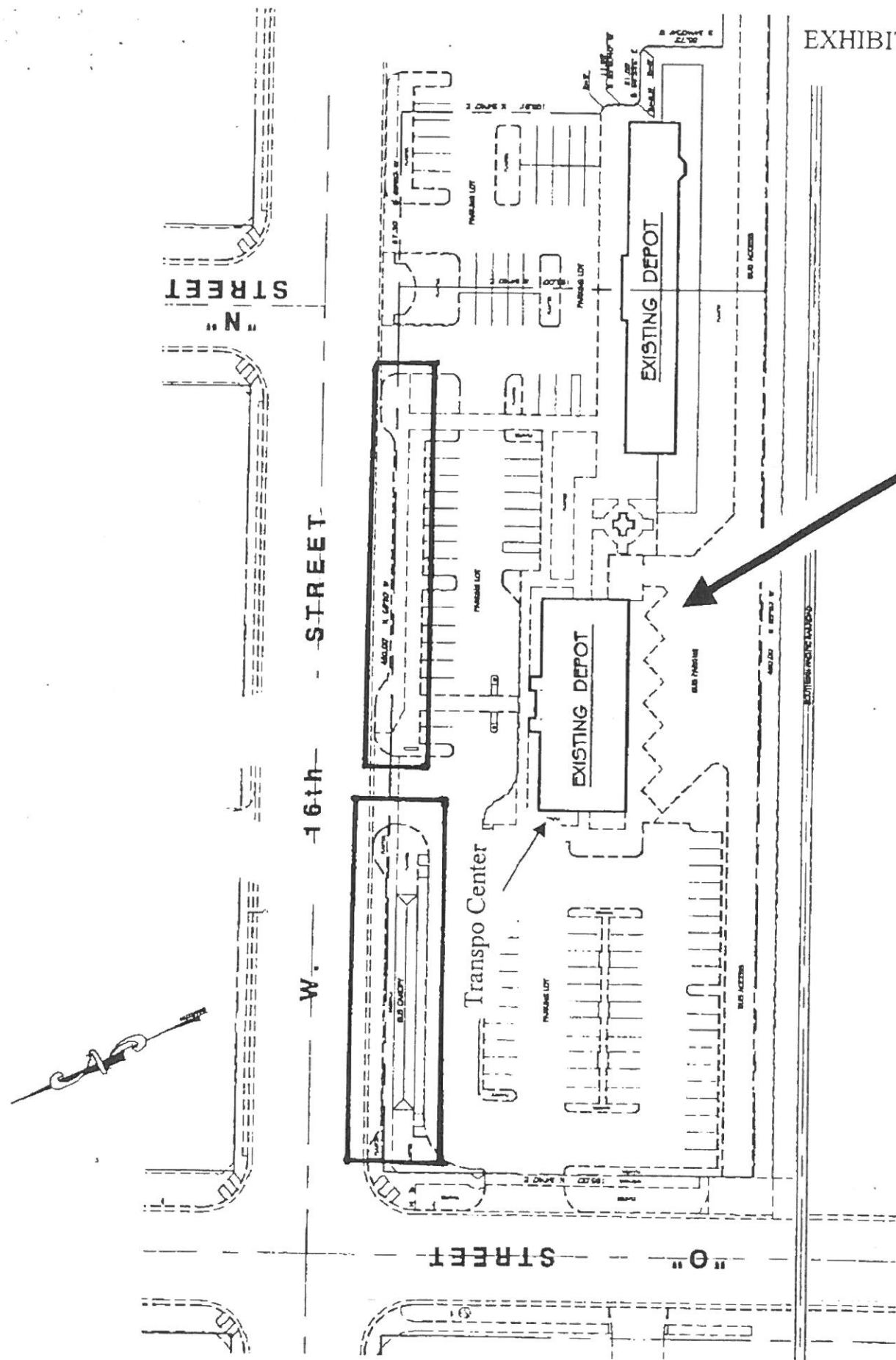


EXHIBIT A

MERCED TRANSPO CENTER
SITE PLAN

SCALE 1"=70'

16th Street

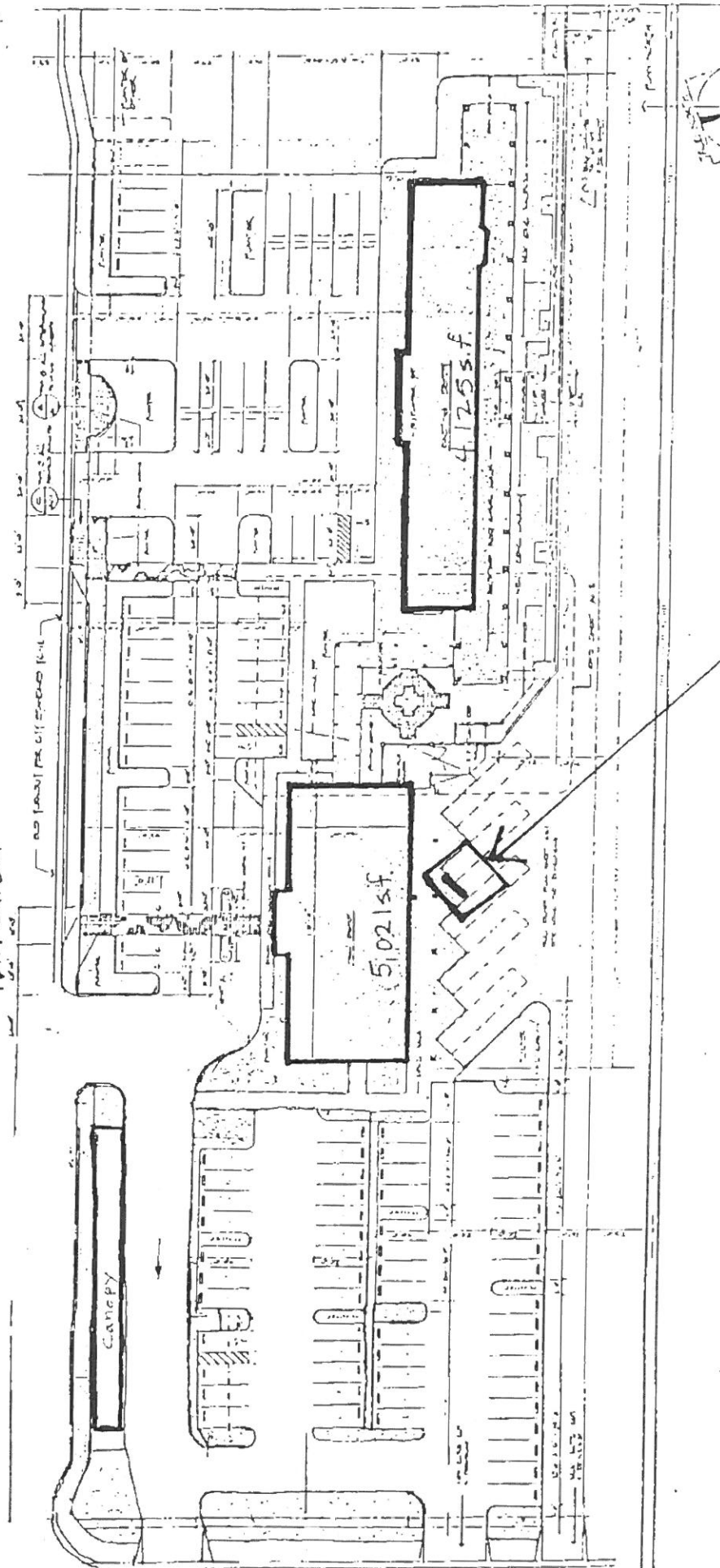


EXHIBIT C

Vicinity of
YARTS signage

NEW BUS TRANSFER AREA
AND PARKING

Additional parking: 30 spaces or so

EXHIBIT C



ADMINISTRATIVE REPORT

Agenda Item E.7.

Meeting Date: 8/19/2019

Report Prepared by: Stephani Davis, Development Services Tech II, Planning Department

SUBJECT: Approval of City-Owned Real Property Use Request #19-12 by the Greater Merced Chamber of Commerce for the Use of Bob Hart Square Park to Host a Vino and Tapas Fundraiser Event, to Include the Serving of Alcohol, on Saturday, October 12, 2019, from 1:00 p.m. to 9:00 p.m.

REPORT IN BRIEF

Considers approving a request by the Greater Merced Chamber of Commerce to allow the use of Bob Hart Square Park for their Vino and Tapas Tasting fundraiser event, to include the serving of alcohol, on Saturday, October 12, 2019, from 1:00 p.m. to 9:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the exclusive use of Bob Hart Square Park on Saturday, October 12, 2019, from 1:00 p.m. to 9:00 p.m. for the Vino and Tapas Tasting fundraising event (including the service of alcohol); subject to the conditions outlined in the administrative report.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, with modifications; or,
3. Deny the request completely; or,
4. Refer to staff for reconsideration of specific items as requested by Council; or,
5. Continue to a future City Council meeting (date and time to be specified in the motion).

AUTHORITY

Merced Municipal Code, Section 9.12.020 - Serving or drinking liquors on street:

"It is unlawful, and a misdemeanor, subject to punishment in accordance with Chapter 1.12 of the code, for any person to serve, drink, consume, or have in his/her possession an open container containing any spirituous, vinous, malt, or any other intoxicating liquors in or upon any of the streets, sidewalks, alley, parks, parking lots, or any public place in the City, unless otherwise permitted by the Merced Municipal Code or authorized by the city council."

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

Background

The Greater Merced Chamber of Commerce will be holding a fundraising event, on Saturday, October 12, 2019, and is requesting the use of Bob Hart Square from 1:00 p.m. to 9:00 p.m. The event is planned to begin at 5:30 p.m. and will end by 7:30 p.m. The Chamber is expecting between 250 and 300 attendees.

The event will have 7 food booths (tents) and 5 wine booths all within Bob Hart Square. Attendees will be able to sample the food and wine at each booth. All food and wine is included with the price of admission. Alcohol will not be sold separately.

Event Details

All alcohol served will be contained within the existing fenced areas of Bob Hart Square, and all entrances into and out of the park will be staffed by security guards to ensure that all alcohol consumption remains contained to the park area (Attachments 1 and 2). Identification will be checked for each attendee to ensure appropriate age requirements.

Regarding park access, in order to comply with Fire Code requirements, there will need to be a minimum 5-foot-wide clear, unobstructed path at each of the entrances to the park area (Condition #17).

The event site plan indicates that food booths will be located around the perimeter of the park with the wine booths in between the food booths and in the center of the park. The main entrance to the event would be at the registration table located along the diagonal pathway running between the Rossi Fountain and the clock at W. Main Street. Because of the Fire Code requirement to have a 5-foot-wide path at all access points to the park, guests could come and go through any of the three entrances to the park. However, there will be a security guard at each of the entrances to monitor access and to ensure alcohol is not carried beyond the event area.

One guard for each 50 persons in attendance and a minimum of 3 security guards (one at each of the park access areas) will be required (Condition #7).

There will be a total of 7 tents (10' x 10') used for the food booths. Per the Fire Code, the tents shall be spaced a minimum of 12 feet apart (Condition #16).

The event sponsor will be responsible for refuse and park clean up after the event. They will work with the Refuse Department to coordinate having refuse containers delivered for the event. The event will need the City's electrical supply in the park for power for lighting during the event.

Conditions of Approval:

1. Event Sponsor shall indemnify, protect, defend, (with counsel selected by the City) save and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any

federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City.

Acceptance by City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

2. Prior to engaging in the event, Event Sponsor shall complete and file with the City a special events, general liability and automobile policy of at least \$500,000 combined limit for bodily injury and property damage which covers the entire event. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this special events, general liability and automobile coverage, naming the City and its officers, agents, and employees as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City.

3. Event staff and attendees shall be encouraged to use the large parking lots along W. 16th Street between M and K Streets for the evening, in order to avoid adverse impact to businesses and other downtown patrons.

4. Event Sponsor shall remove all structures, debris, and any other event-generated items from the park and surrounding gutters and sidewalks prior to 10:00 p.m. on the night of the event.

5. Event Sponsor shall comply with all applicable statutes, ordinances, rules, regulations, etc., including all regulations of the City of Merced Fire Department, including obtaining permit(s) for any large tents or canopies used for the event.

6. All provisions of the Fire Code shall apply. This includes, but is not limited to, posting no-smoking signs in any tented areas as required, no parking within 20 feet of any tent, all requirements for any cooking in a tent, and including any temporary and portable electrical power supplies that may be used.

7. Event Sponsor shall provide adequate supervision and security throughout the area to ensure the safety of the participants and the public, as required by the Merced Police Department. Security guards shall typically be provided at one officer per 50 attendees. An additional 3 guards shall be provided for each access point to the park.

8. Event Sponsor and its caterers, restaurateurs, and vendors shall comply with all requirements of the Merced County Health Department with regards to the serving of food and drink.

9. Event Sponsor shall ensure that any independent vendors and services, such as DJ's, portable toilet rental companies, photo booth vendors, bartenders, and caterers, obtain or hold current

business licenses with the City of Merced.

10. Event Sponsor shall be responsible for making timely arrangements with the City's Public Works staff to turn on and off the electrical power supply in the park before and after the event.

11. Any temporary modifications of the City's electrical system in the park shall be approved by City staff. Only a State-licensed electrician shall be permitted to make any such modifications. All modifications shall be completely removed and reverted back to the original system after the event.

12. The Event Sponsor shall provide access to disabled-accessible restrooms, as required by the California Building Code.

13. Alcoholic beverages may be served during this event, subject to the strict rules, regulations, and restrictions of the California Alcohol Beverage Control (ABC). A temporary one-day event alcohol license (Type 77 or suitable) shall be obtained by the applicant and a copy provided to Planning staff prior to the start of the event.

14. Noise from music or other activities shall be kept to a minimum, so as not to disturb the nearby residential loft units. Music shall not be played later than 10:00 p.m. at the expiration of the permit to use the park, or by the termination of the event itself.

15. Event Sponsor shall be responsible for making arrangements with the City's Public Works Refuse Department's staff to deliver and remove special event curbside refuse containers for use during the event and for any necessary cleanup afterwards.

16. The event is approved to use seven 10-foot by 10-foot canopies or unenclosed tents. Per Fire Code requirements, the canopies (or tents) shall be spaced a minimum of 12 feet apart.

17. Per Fire Code requirements, the three access points to Bob Hart Square shall not be blocked. A minimum 5-foot-wide clear, unobstructed path shall be provided at each access point. Each access point shall be provided with a security guard.

IMPACT ON CITY RESOURCES

No appropriation of funds is necessary.

A small impact to Public Works' Facilities staff is expected, such as staff time in arranging for and turning on electricity in the park to make it available to the event's power needs, along with a general park cleanup the day before.

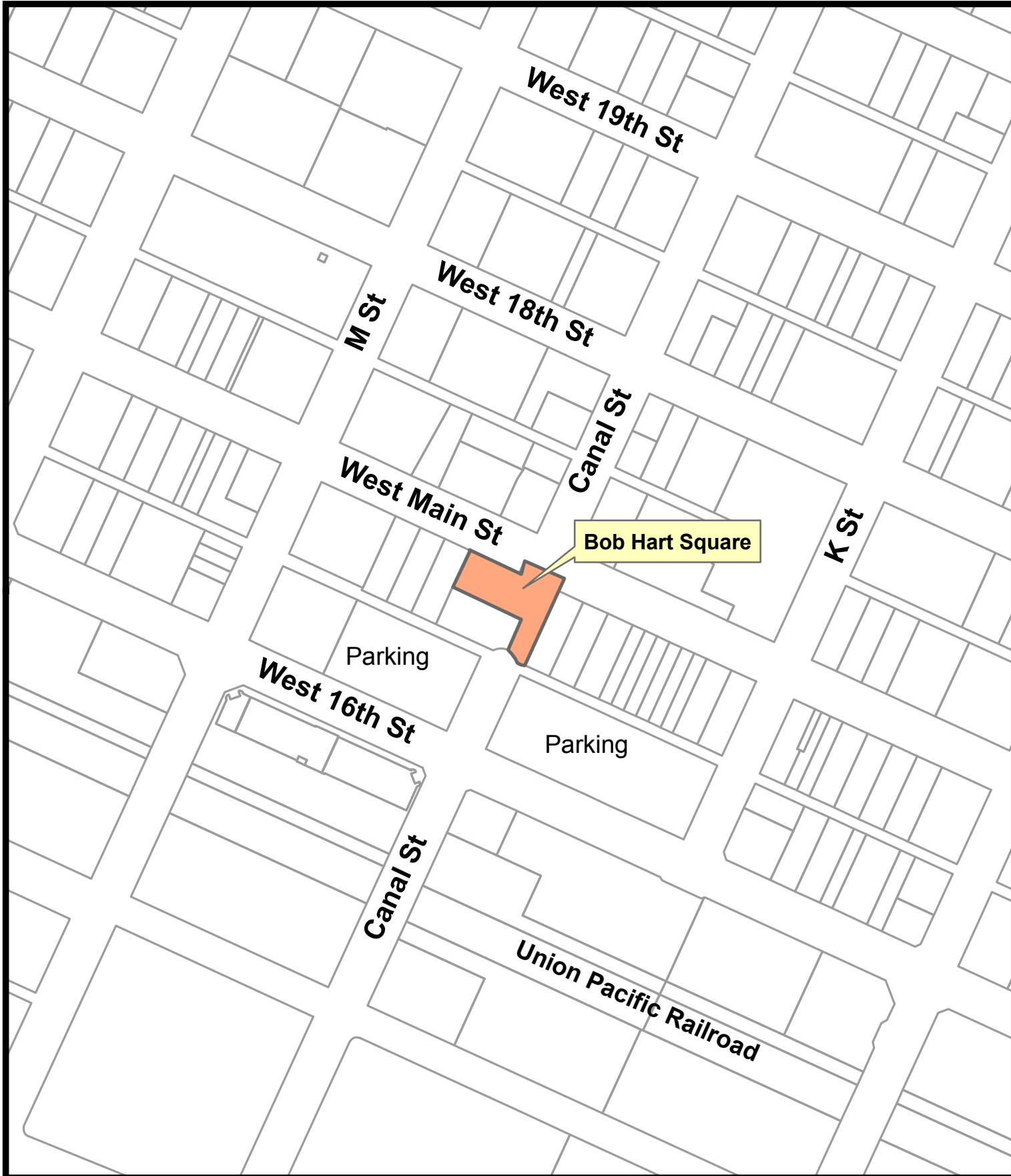
The event organizers will be required to leave the park cleaned of any trash and debris it generates. Additional refuse containers would be needed for the event. Delivery of the containers would be arranged with the Public Works Department. The event sponsor is required to pay for all refuse services (Conditions #10 and #15).

There is no expected impact to City Police resources, as the applicants will be providing their own

security. No other City resource impacts are expected.

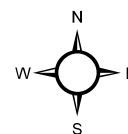
ATTACHMENTS

1. Location Map
2. Event Site Plan



Disclaimer: This document was prepared for general inquiries only. The City of Merced makes no warranty, representation, or guarantee regarding the accuracy of this map. The City of Merced is not responsible for errors or omissions that might occur. Official information regarding specific parcels should be obtained from official recorded or adopted City documents.

LOCATION MAP:
City-Owned Real Property Use Permit # 19-12
Greater Merced Chamber of Commerce
Tapas and Wine Tasting fundraising event
Saturday, October 12, 2019 (use time: 1 pm- 9 pm)



116
ATTACHMENT 1



Registration
Table & Tent

Vendor
Table

Brew
Station



ATTACHMENT 2



ADMINISTRATIVE REPORT

Agenda Item E.8.

Meeting Date: 8/19/2019

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

SUBJECT: Adoption of Resolution Denying the Appeal of the Planning Commission's Decision to Grant a One-Year Extension to Bright Development for Vesting Tentative Subdivision Map #1291 for the Subdivision Involving 39.8 Acres Generally Located on the East Side of G Street at Merrill Place (Extended)

REPORT IN BRIEF

Provides Resolution for adoption to deny the appeal filed by BP Investors, LLC, Leeco, LLC, Exposition Properties, LLC and Rick Telegan, as adjacent landowners of the Planning Commission's decision to approve a one-year extension for Vesting Tentative Subdivision Map (VTSM) #1291 per City Council direction on June 3, 2019.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2019-38**, A Resolution of the City Council of the City of Merced, California, denying an appeal by BP Investors, LLC; Leeco, LLC; and Exposition Properties, LLC, concerning the action of the Planning Commission resulting in the approval of the extension of Vesting Tentative Subdivision Map #1291 (Modified) for Bright Development, which extended the expiration date of the Vesting Tentative Subdivision Map to January 16, 2020.

ALTERNATIVES

1. Approve the resolution; or,
2. Refer back to staff for reconsideration of specific items as requested by Council; or
3. Continue item to a future Council meeting (date and time to be specified in City Council motion).

AUTHORITY

City of Merced Zoning Ordinance Section 20.74 - Appeals addresses the procedure for appealing a decision made by the Planning Commission.

DISCUSSION

Summary

On June 3, 2019, the City Council held a duly noticed public hearing concerning the appeal of the Planning Commission's decision to approve the extension of Vesting Tentative Subdivision Map (VTSM) #1291 for Bright Development (Attachment 2). The Planning Commission's action extended the map to January 16, 2020.

At the public hearing, the City Council heard testimony from Rick Telegan, appellant for BP Investors, LLC; Leeco, LLC; and Exposition Properties, LLC. Testimony was also provided by Mark Beisswanger, representative for Bright Development.

After the public hearing, the City Council directed staff to prepare Findings to deny the appeal and uphold the Planning Commission's decision. The attached resolution sets forth those Findings based on the discussion and direction by the City Council on June 3, 2019, (refer to Exhibit C of the Draft Resolution at Attachment 4).

On July 26, 2019, Mr. Telegan submitted the letter found at Attachment 3 in opposition of the extension of the Tentative Map.

This item was originally scheduled to be heard by City Council on August 5, 2019. However, representatives from Bright Development were not available to attend the August 5, 2019, meeting and there were no other speakers in attendance for the Public Hearing. Therefore, the City Council continued the matter to August 19, 2019, to allow both parties to be in attendance and provide comments if they wish to do so and for final adoption of Resolution 2019-38.

ATTACHMENTS

1. Location Map
2. Vesting Tentative Subdivision Map #1291 - Modified
3. Opposition Letter from BP Investors
4. Draft City Council Resolution to Deny Appeal
5. Presentation



EXTENSION OF VTSM #1291 (MODIFIED) CEB HOLDINGS, LLC (BRIGHT DEVELOPMENT)

Disclaimer: This document was prepared for general inquiries only. The City of Merced is not liable for errors or omissions that might occur. Official information concerning specific parcels should be obtained from recorded or adopted City documents.



Subject Site

Modified Map Approved by
the Planning Commission
October 3, 2018.

GOLDEN VALLEY
ENGINEERING & SURVEYING
1700 West Main Street, Suite 100
Merced, CA 95351
Phone: (209) 723-3254
Fax: (209) 723-3254

PROJECT NO.:
DATE:
DRAWN BY:
CHECKED BY:

CALIFORNIA

**MODIFIED VESTING TENTATIVE SUBDIVISION MAP FOR
BRIGHT DEVELOPMENT
PORTION SECTION 5 & 8, T.7 S., R.14 E., M.D.B. & M.**

MERCED

PROJECT NO.:
DATE:
DRAWN BY:
CHECKED BY:

BRIGHT DEVELOPMENT
1500 N. Carpenter Rd., Bldg. 30
Merced, CA 95351
Phone: (209) 526-3242

PROJECT NO.:
DATE: April 2018
SCALE: AS SHOWN
DRAWN BY: Rick R.
JOB NO.: 18-001
SHEET NUMBER

2

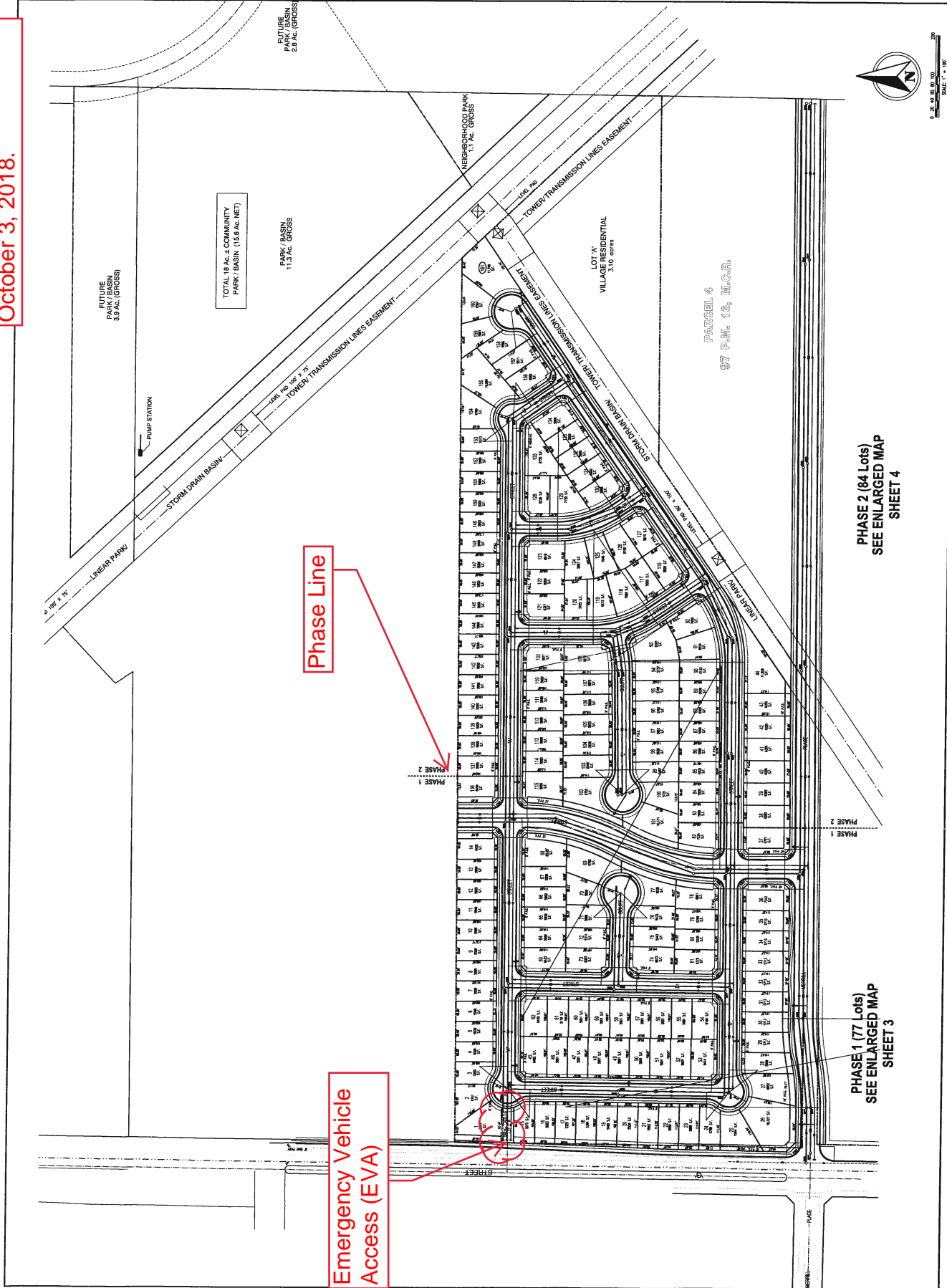


PHASE 2 (84 Lots)
SEE ENLARGED MAP
SHEET 4

PHASE 1 (77 Lots)
SEE ENLARGED MAP
SHEET 3

Phase Line

Emergency Vehicle
Access (EVA)



Modified Map Approved by
the Planning Commission
October 3, 2018.

GOLDEN VALLEY
ENGINEERING & SURVEYING
105 West Live Street, Suite 100
Merced, CA 95341
Phone: (209) 723-8264
Fax: (209) 723-8264

PROJECT NO.: 18-001
DATE: 10/03/2018

PROJECT NAME: BRIGHT DEVELOPMENT
SUBDIVISION MAP

CALIFORNIA

PORTION SECTION 5 & 8, T.7 S., R.14 E., M.D.B. & M.

BRIGHT DEVELOPMENT
MODIFIED VESTING TENTATIVE SUBDIVISION MAP FOR

MERCED

1/4 SECTION 5
1/4 SECTION 8

SUBDIVISION MAP

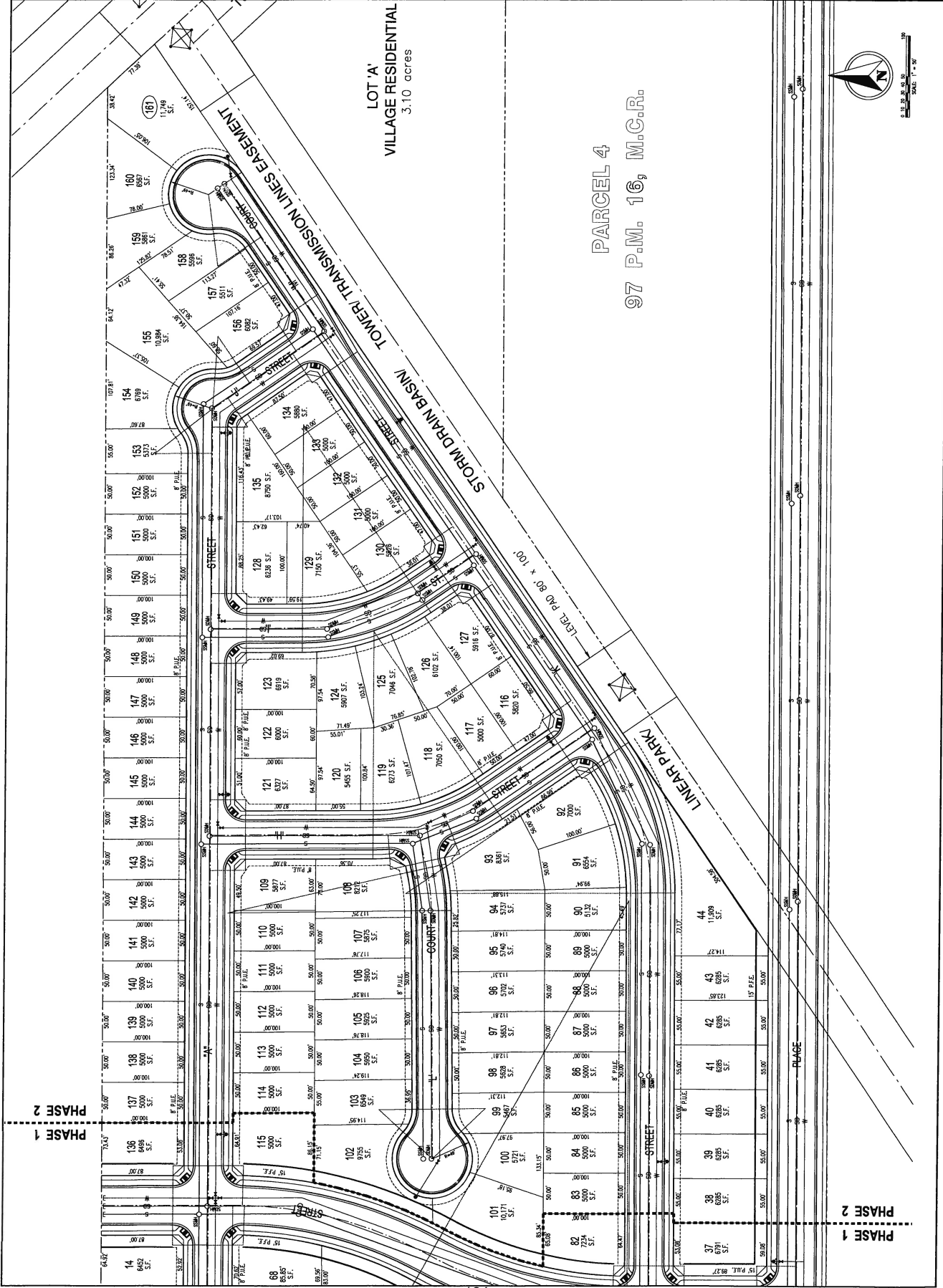
BRIGHT DEVELOPMENT
1850 N. Carpenter Rd., Bldg. B
Merced, CA 95341
Phone: (209) 624-0242

DATE: April 2018
SCALE: AS SHOWN
DRAWN BY: RICK R.
JOB NO.: 18-001
SHEET NUMBER:

3



Modified Map Approved by
the Planning Commission
October 3, 2018.



GOLDEN VALLEY
ENGINEERING & SURVEYING
1700 West 140th Street, Suite 100
Brea, CA 92603
Phone: (949) 722-3284
Fax: (949) 722-3284
www.gveng.com

CALIFORNIA

**MODIFIED VESTING TENTATIVE SUBDIVISION MAP FOR
BRIGHT DEVELOPMENT
PORTION SECTION 5 & 8, T.7 S., R.14 E., M.D.B. & M.**

MERCED

CONTRACT NO.

DATE: April 2018
Scale: As Shown
Drawn By: H&B R.
Job No.: 18-001
SHEET NUMBER:

BRIGHT DEVELOPMENT
1600 N. Carpenter Rd., Bldg. B
Brea, CA 92603
PH: (949) 722-3284



3RD MILLENNIUM INVESTMENTS
2206 East Muncie Avenue
Fresno, CA 93720
559.298.9300
Email: fresno3rdm@aol.com

July 26, 2019

City of Merced
678 W. 18th Street
Merced, CA 95340
Attn: City Clerk

Re: Objection to Approval of Final Resolution (Staff File #19-359)
Extension of VTSM #1291 (Bright Development)
Notice of Breach of Pre-Annexation Development Agreement
Reservation of Rights to Enforce Agreement
City Council Hearing Date: August 5, 2019

Honorable Mayor Mike Murphy and Members of the Merced City Council:

Notice is given on behalf of Leeco, LLC; BP Investors, LLC; Exposition Properties, LLC, and the undersigned that we renew our objections to the approval and adoption of the Final Resolution described above by the City of Merced based on all grounds and arguments previously communicated to the City both orally and in writing. As we have previously made clear, the application for extension by Bright Development should be denied for several reasons, including the fact that Bright Development's delays have adversely impeded the development of the balance of the project described in the Pre-Annexation Development Agreement ("PADA"). While the application for extension should be denied on the other grounds previously discussed, the focus of this letter is to explain to the City the adverse impact of the multiple extensions of the VTSM #1291, especially in its current form.

Some context is important for the City to consider regarding Bright Development's VTSM #1291 and its impact on the PADA and the project to the east. Specifically, Merrill Place is planned to be extended from "G" Street east along the southern border of the 100 acre Absolute-Leeco annexation area. Both Bright and BP Investors own land along this southern border.

In August 2015, the City approved Conditional Use Permit #1200 for BP Investors, LLC to construct a 216-unit apartment complex on a 9.8-acre parcel located on the north side of Merrill Place ("Student Housing Project"). The Student Housing Project is located on the parcel of land designated as Village Residential under the PADA. As a condition of approval of the conditional use permit for the Student Housing Project, BP Investors is required to construct Merrill Place, curb to curb, from its most easterly point to "G" Street. This requirement is consistent with the PADA which requires the "Owner" (including Bright Development) to improve/upgrade/replace all existing County infrastructure within the Project, including acquiring and dedicating the

3RD MILLENNIUM INVESTMENTS

2206 East Muncie Avenue

Fresno, CA 93720

559.298.9300

Email: fresno3rdm@aol.com

necessary rights-of-way. (See Requirement 2 on Exhibit D to PADA.) BP Investors has been willing and ready to construct Merrill Place, thereby connecting its Student Housing Project with “G” Street. However, in order to do so, Bright must dedicate its right-of-way along its portion of Merrill Place.

Bright has also sought the City’s approval regarding its subdivision contemplated by the PADA (“The Bright Subdivision”). The Bright Subdivision sits between the Student Housing Project and “G” Street, along the northern portion of Merrill Place. The Bright subdivision likewise contemplates use of the Merrill Place access to “G” Street. VTSM #1291, the tentative subdivision map for the Bright Subdivision, has been extended multiple times since its original approval in 2007, shortly after the approval of the PADA. In its current form, VTSM #1291 requires Bright to dedicate the north ½ of the future Merrill Place right of way (that portion owned by Bright) upon the recordation of their FINAL MAP (Attachment 2 to the Administrative Report). However, Bright has to date refused to dedicate it before recordation of a Final Map even though the failure to dedicate has prevented our Student Housing Project from moving forward. Our Conditional Use Permit approved by the City required us to fully improve Merrill Place, including that portion fronting Bright’s planned subdivision, at no cost to Bright. Bright’s failure to dedicate the right-of-way, choosing instead to successively renew VTSM #1291 with no end in sight, has essentially blocked the Student Housing Project’s access to “G” Street, thereby undermining the PADA, Conditional Use Permit #1200, and sound land use planning. Bright has not provided us with any reasonable justification for not dedicating the Merrill Place right of way at this time, and we are unaware of any explanation that Bright has provided to the City. Such actions by Bright demonstrate a lack of commitment to their VTSM #1291 and subverts the intent of the PADA. Any actions to facilitate and condone Bright’s unwarranted delays likewise violates the intent of the parties to the PADA, one of which is the City.

The actions of the City in approving an extension allows Bright to further delay honoring its obligations under the PADA which constitutes a breach of the terms and covenants of the PADA referred to in our previous written communications and objections, including, without limitation, the failure of the City and the Applicant to comply with the requirement to obtain our prior written consent to the approvals given and actions taken to grant the permits and entitlements incorporated in the Final Resolution that are in direct conflict with the PADA, including but not limited to, sections 22.3, 22.6, and 22.7. As a result of Bright’s actions and the City’s apparent capitulation to Bright, the project contemplated by the PADA is becoming more and more remote and less and less feasible. The fundamental purpose of the PADA has been frustrated and the full consideration for which we bargained has failed. Accordingly, the PADA should be terminated or bifurcated between Bright and us, so that Bright can no longer stand in the way of

3RD MILLENNIUM INVESTMENTS

2206 East Muncie Avenue

Fresno, CA 93720

559.298.9300

Email: fresno3rdm@aol.com

the development originally contemplated by the PADA. The City is therefore encouraged to give serious consideration to a termination of the PADA.

Under the circumstances discussed above, we expressly reserve our rights under the PADA to seek specific performance, cancellation, or termination of the PADA and/or other remedies in law or equity from the Merced County Superior Court, in the event that the Merced City Council approves and adopts the Final Resolution included as part of Staff File #19-359 without adequately addressing the actions of Bright and their impact on the PADA.

Very truly yours,



Rick Telegan
Partner

CC: Lee J. Kolligian
James Ardaiz, Esq.
Marshall Whitney, Esq.
John Dunn, Esq.

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
DENYING AN APPEAL BY BP INVESTORS, LLC;
LEECO, LLC; AND EXPOSITION PROPERTIES,
LLC, CONCERNING THE ACTION OF THE
PLANNING COMMISSION RESULTING IN THE
APPROVAL OF THE EXTENSION OF VESTING
TENTATIVE SUBDIVISION MAP #1291
(MODIFIED) FOR BRIGHT DEVELOPMENT,
WHICH EXTENDED THE EXPIRATION DATE OF
THE VESTING TENTATIVE SUBDIVISION MAP
TO JANUARY 16, 2020**

WHEREAS, the Planning Commission of the City of Merced (“Planning Commission”) at its regular meeting of April 3, 2019, held a public hearing, and considered a request for a one year extension of Vesting Tentative Subdivision Map #1291 (Modified) for Bright Development, which would extend the expiration date of the map to January 16, 2020;

WHEREAS, Vesting Tentative Subdivision Map #1291 (modified) would allow the subdivision of approximately 39.8 acres of land generally located on the east side of G Street at Merrill Place (extended) into 161 single-family lots as described in Exhibit A, and shown on the approved Vesting Tentative Subdivision Map #1291 in Exhibit B;

WHEREAS, After hearing all evidence and testimony and after exercising its independent judgment, the Planning Commission approved the extension of Vesting Tentative Subdivision Map #1291 extending the expiration date of the map to January 16, 2020;

WHEREAS, the Planning Commission’s action granting the extension was appealed by BP Investors, LLC; Leeco, LLC; and Exposition Properties, LLC, on April 12, 2019; and

WHEREAS, THE City Council held a public hearing on June 3, 2019, at which time all those interested in the matter were provided the opportunity to speak or to provide written or oral testimony regarding the application.

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

SECTION 1. EXTENSION OF VESTING TENTATIVE SUBDIVISION MAP #1291. Based upon the evidence and testimony in the record at the City Council public hearing, the City Council exercising its independent judgment and making its own decision, hereby denies the appeal and adopts the Findings for Approval described in Exhibit C, attached hereto, thereby sustaining and affirming the Planning Commission's approval of the extension of Vesting Tentative Subdivision Map #1291.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2019, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

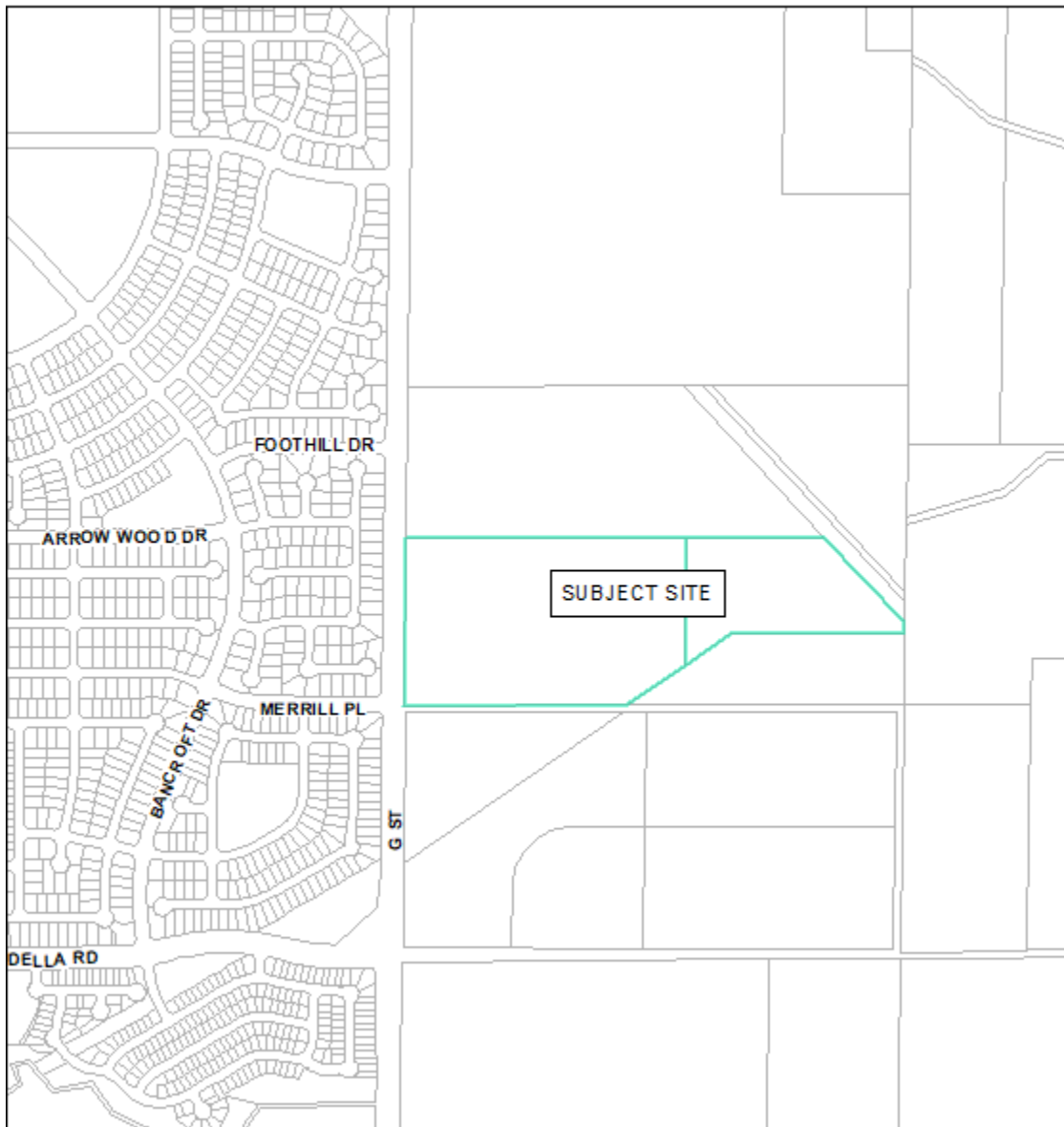
(SEAL)

APPROVED AS TO FORM:

Phueda A. nkh 6.25.19
City Attorney Date

EXHIBIT A
LEGAL DESCRIPTION

Lot 2 and a portion of Lot 3 as shown on that map entitled “Parcel Map for Benber Property,” recorded in Book 97, Page 17 of Merced County Records on September 2, 2004; also known as Assessor’s Parcel Number (APN) 060-030-037 and a portion of 060-030-038.



**MODIFIED VESTING TENTATIVE SUBDIVISION MAP FOR
BRIGHT DEVELOPMENT
PORTION SECTION 5 & 8, T.7 S., R.14 E., M.D.B. & M.**

SUBDIVISION MAP NOTES:

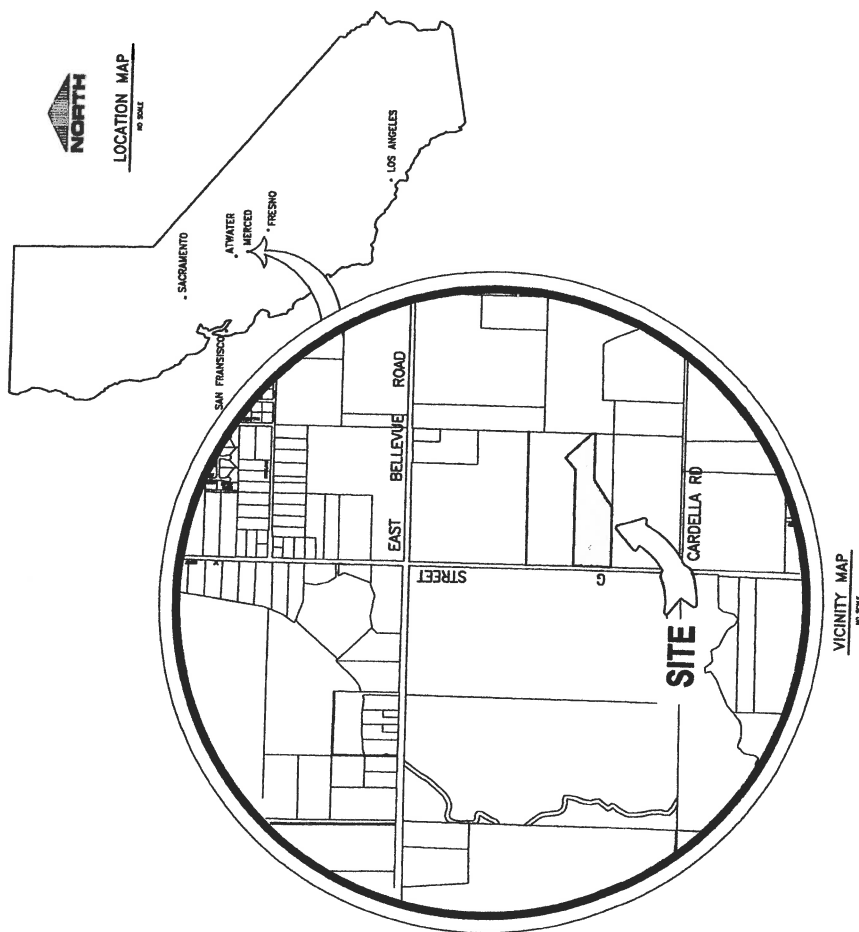
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SHEET INDEX:

- | | |
|---|---------------------------------|
| 1 | TITLE SHEET |
| 2 | OVERALL SUBDIVISION MAP |
| 3 | ENLARGED SUBDIVISION MAP (WEST) |
| 4 | ENLARGED SUBDIVISION MAP (EAST) |
| 5 | STREET SECTIONS |
| 6 | TRANSMISSION LINES PARK BASIN |

LEGEND:

- [illegible]



CALIFORNIA

RECEIVED

BRIGHT DEVELOPMENT
PORTION SECTION 5 & 8, T.7 S., R.14 E., M.D.B.& M.

MODIFIED VESTING TENTATIVE SUBDIVISION MAP FOR

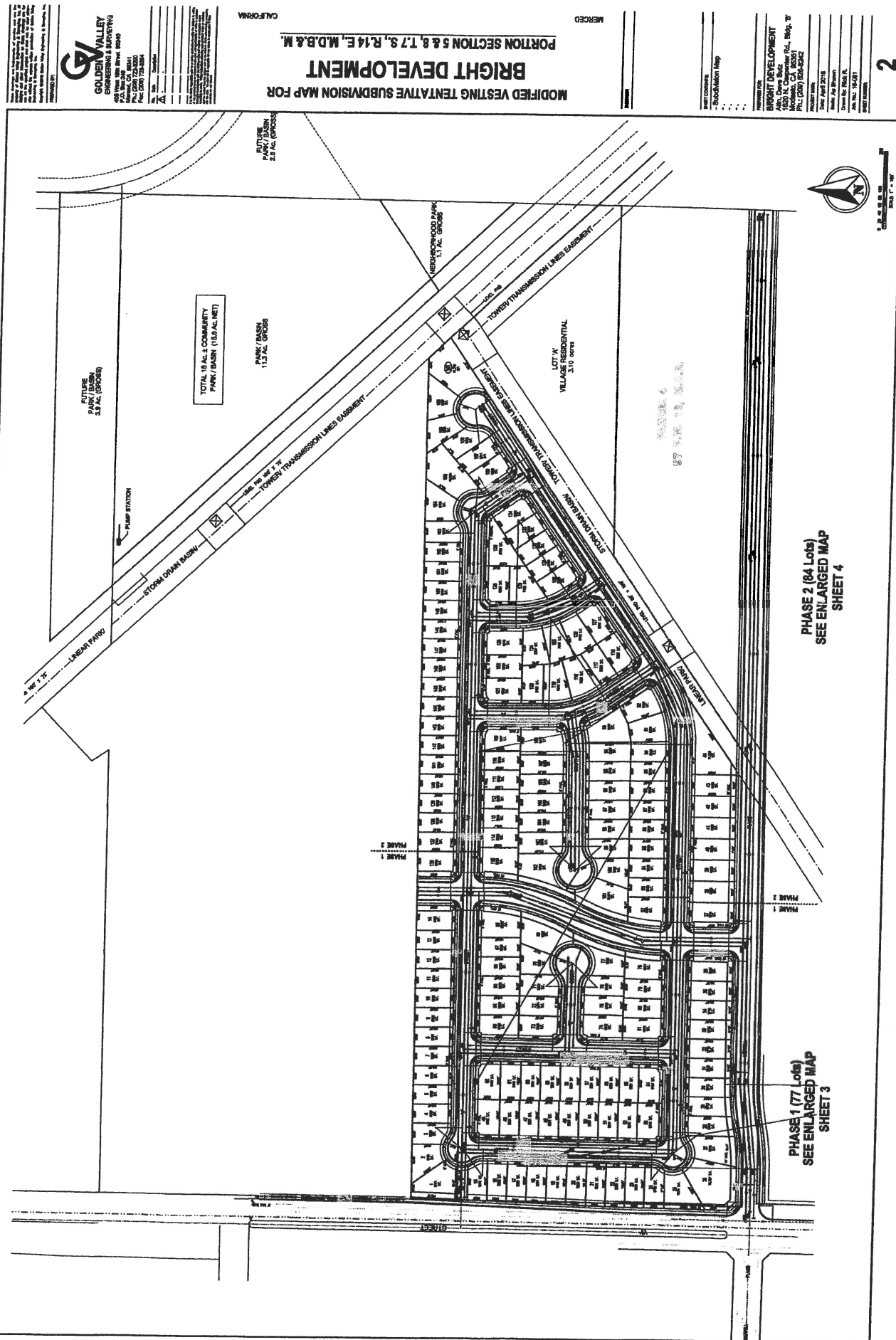
Mr. Tolson: I am sending this report back to the FBI.

GV
GOLDEN VALLEY
ENGINEERING & SURVEYING
108 West 12th Street 80540
P.O. Box 248
Bertrand, CA 95341
Tel: (209) 722-3260
Fax: (209) 722-3254

[illegible]

BRIGHT DEVELOPMENT
Mr. Dave Buz
1620 N. Carpenter Rd., Bldg. 19
Modesto, CA 95351
Ph.: (209) 526-4242

Modified Map Approved by the Planning Commission October



Modified Map Approved by the
Planning Commission October 3, 2018.

PHASE 1
PHASE 2

GOLDEN VALLEY
ENGINEERING & SURVEYING
1025 N. CHERRY ST., SUITE 100
MERCED, CA 95354
TEL: (209) 735-0000
FAX: (209) 735-0001
WWW.GV-SURVEYING.COM

CALIFORNIA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 10000
EXPIRATION DATE 12/31/2020
BRIGHT DEVELOPMENT
1025 N. CHERRY ST., SUITE 100
MERCED, CA 95354
TEL: (209) 735-0000
FAX: (209) 735-0001
WWW.BRIGHT-DEVELOPMENT.COM

CALIFORNIA

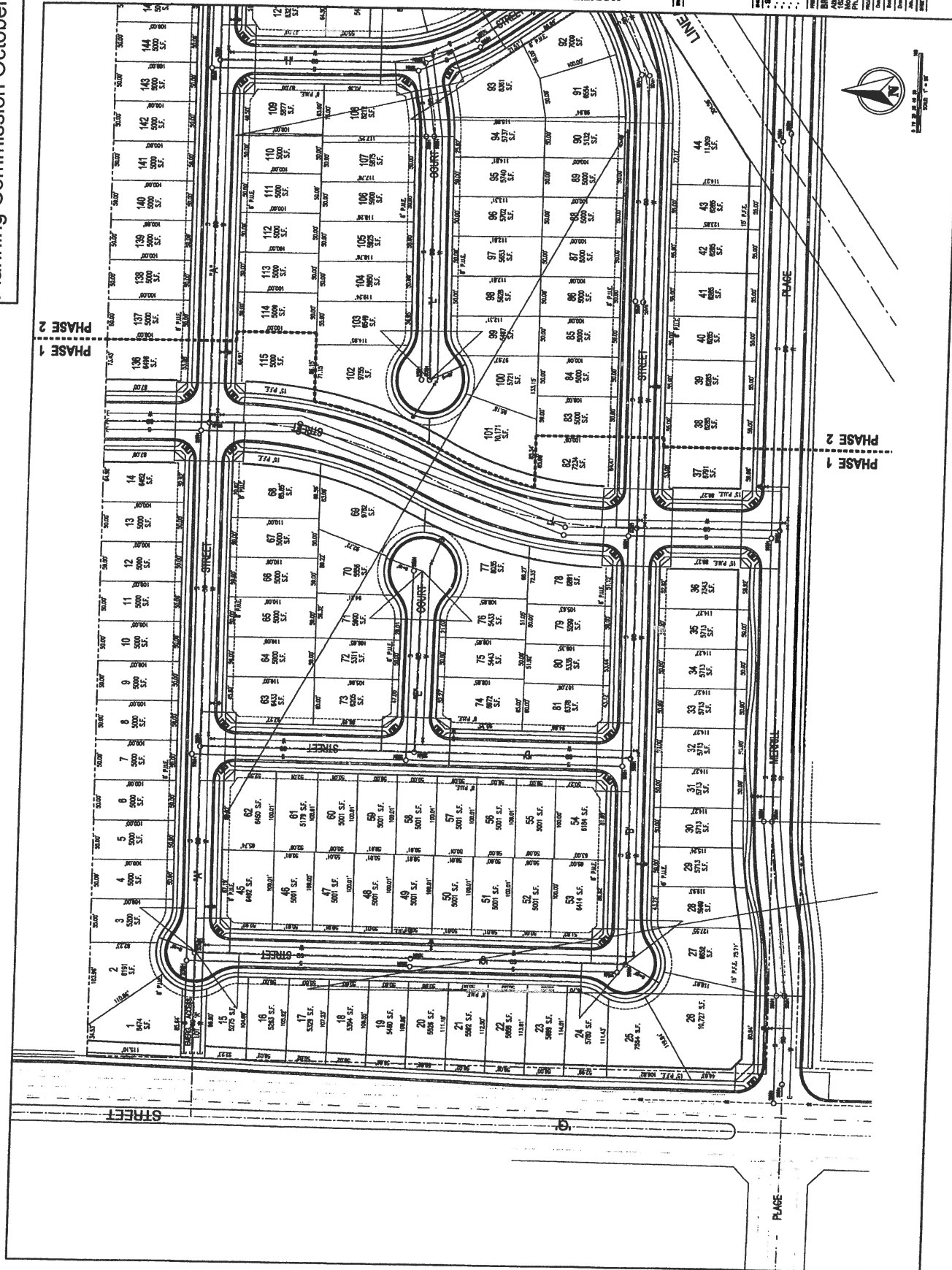
**MODIFIED VESTING TENTATIVE SUBDIVISION MAP FOR
BRIGHT DEVELOPMENT
PORTION SECTION 5 & 6, T.7 S., R.14 E., MDB & M**

MERCED

SEE COMMENTS
- Subdivision Map

BRIGHT DEVELOPMENT
1025 N. CHERRY ST., SUITE 100
MERCED, CA 95354
TEL: (209) 735-0000
FAX: (209) 735-0001
WWW.BRIGHT-DEVELOPMENT.COM

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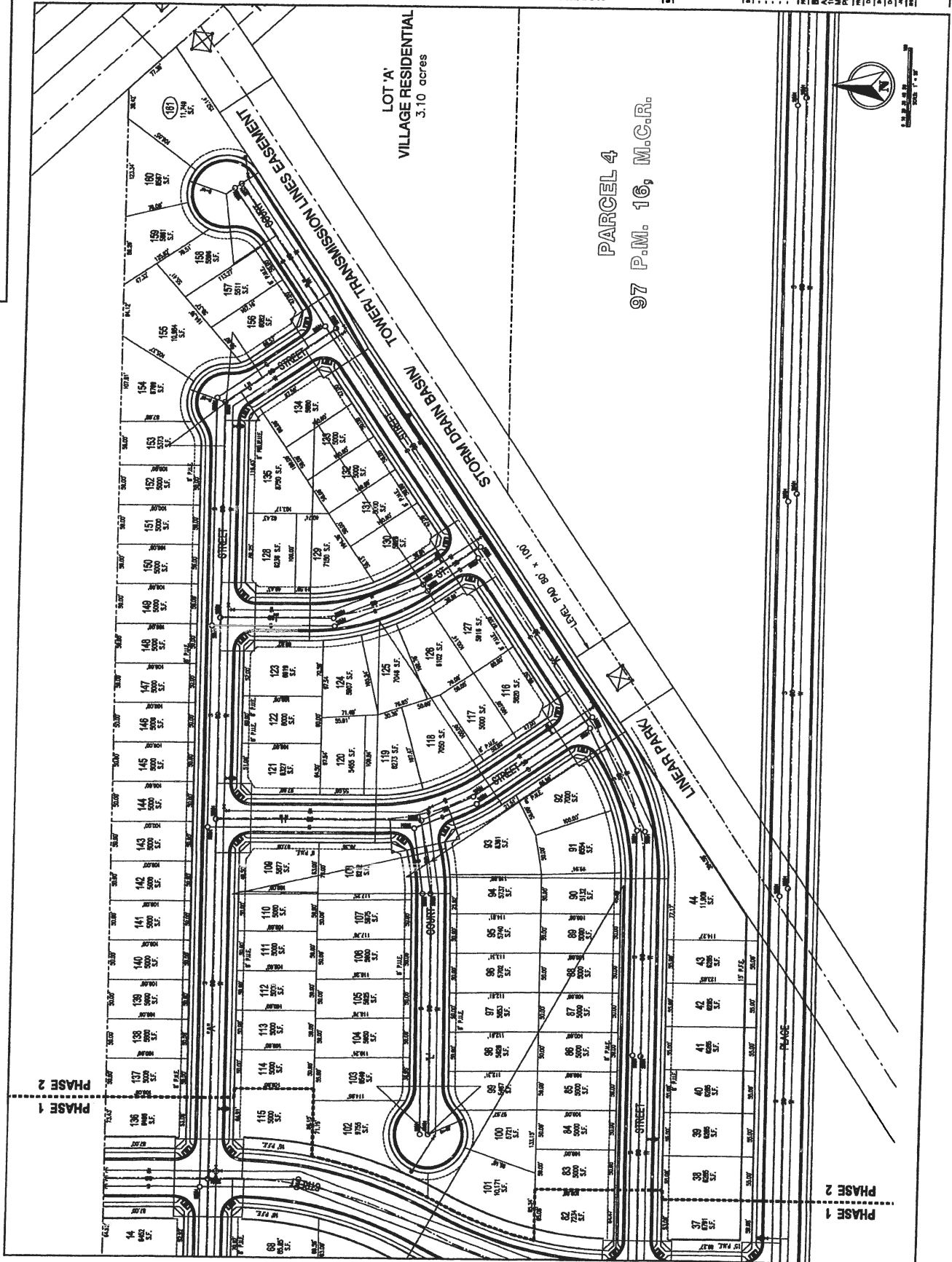


Modified Map Approved by the
Planning Commission October 3, 2018.

GOLDEN VALLEY
ENGINEERING & SURVEYING
1405 N. Main Street, Suite 200
P.O. Box 1000, Redwood City, CA 94061
Tel: (650) 722-0200
Fax: (650) 722-0804
www.goldenvalleyeng.com

CALIFORNIA
BRIGHT DEVELOPMENT
MODIFIED TENTATIVE SUBDIVISION MAP FOR
PORTION SECTION 5 & 8, T.7 S., R.14 E., M.D.B. & M.

MERCER
BRIGHT DEVELOPMENT
1620 N. California Rd., Bldg. 30
P.O. Box 1000, Redwood City, CA 94061
Tel: (650) 722-0200
Fax: (650) 722-0804
www.brightdev.com
Date: April 2018
Drawn by: [Name]
Checked by: [Name]
Approved by: [Name]
Scale: 1" = 40'



Modified Map Approved by the
Planning Commission October 3, 2018.

Golden Valley
Engineering & Surveying
1425 West 14th Street
P.O. Box 1000
Palm Springs, CA 92262
Tel: (760) 725-0241
Fax: (760) 725-0241
www.goldenvalleyeng.com

Golden Valley
ENGINEERING & SURVEYING
1425 West 14th Street
P.O. Box 1000
Palm Springs, CA 92262
Tel: (760) 725-0241
Fax: (760) 725-0241
www.goldenvalleyeng.com

PROJECT NO.	18-001
PROJECT NAME	BRIGHT DEVELOPMENT
CLIENT	Golden Valley Engineering & Surveying
DATE	10/03/2018
BY	Golden Valley Engineering & Surveying
CHECKED BY	Golden Valley Engineering & Surveying
APPROVED BY	Golden Valley Engineering & Surveying

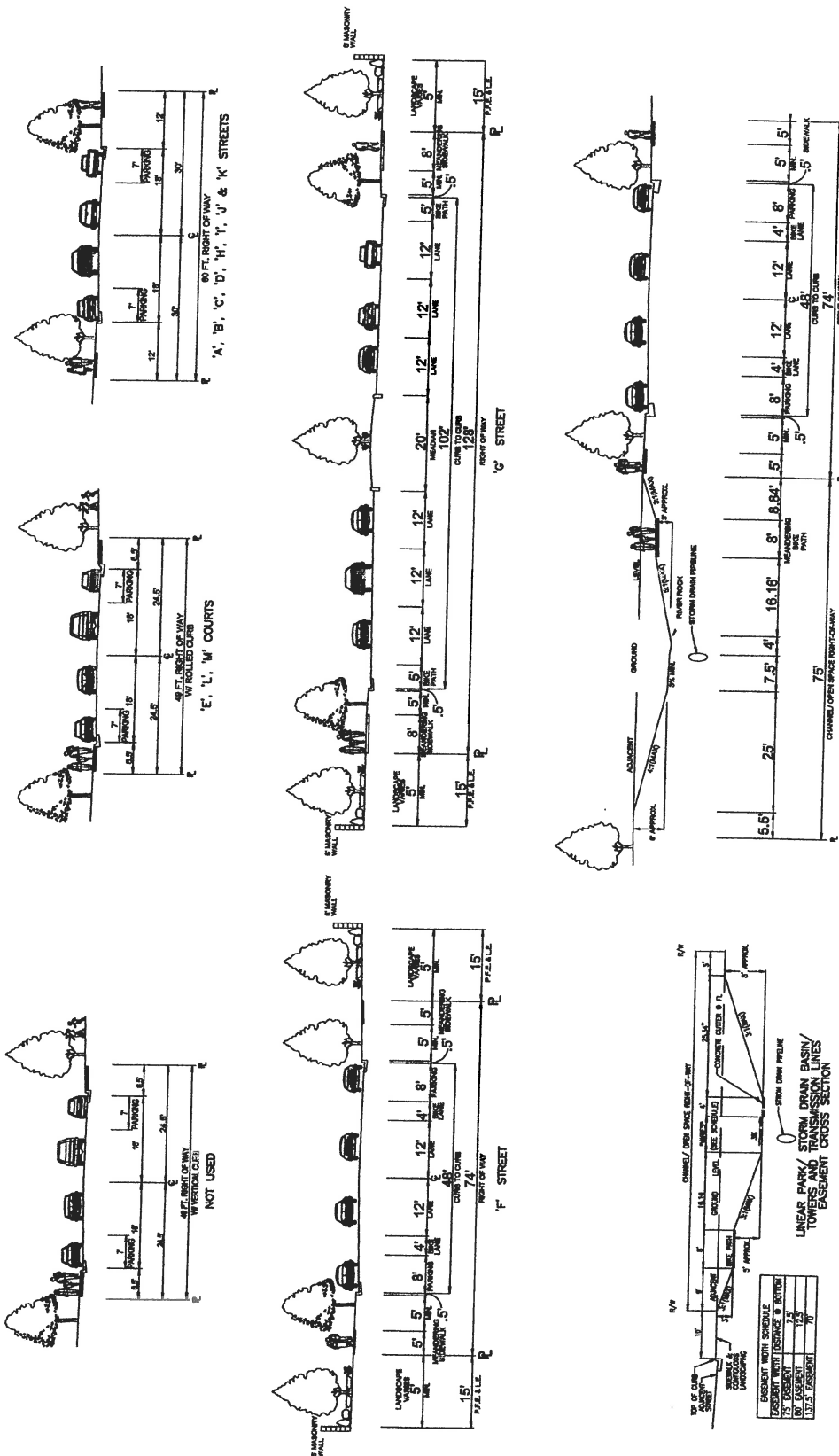
CALIFORNIA

MODIFIED VESTING TENTATIVE SUBDIVISION MAP FOR
BRIGHT DEVELOPMENT
PORTION SECTION 5&8, T.7S., R.14E., M.D.B.&M.

MERCED

PROJECT NO.	18-001
PROJECT NAME	BRIGHT DEVELOPMENT
CLIENT	Golden Valley Engineering & Surveying
DATE	10/03/2018
BY	Golden Valley Engineering & Surveying
CHECKED BY	Golden Valley Engineering & Surveying
APPROVED BY	Golden Valley Engineering & Surveying

5



By Subject: A subject is identified by a number and a letter. The number is the subject's age in years, and the letter is the subject's sex. For example, 12M is a 12-year-old male.

GV
GOLDEN VALLEY
ENGINEERING & SURVEYING
1 West 10th Street 90040
Portland, OR 97241
☎ (503) 723-5290
☎ (503) 723-5294

Sl. No.	Expenditure
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PORTION SECTION 5 & 8, T.7 S., R.14 E., M.D.B. & M.

**MODIFIED VESTING TENTATIVE SUBDIVISION MAP FOR
BRIGHT DEVELOPMENT**

DEFINITION

• Transmission Line Easement
• Park Bath

BRIGHT DEVELOPMENT
Attn: Dave Buz
1623 N. Carpenter Rd., Bldg. 18
Modesto, CA 95361
Ph: (209) 525-4242

6



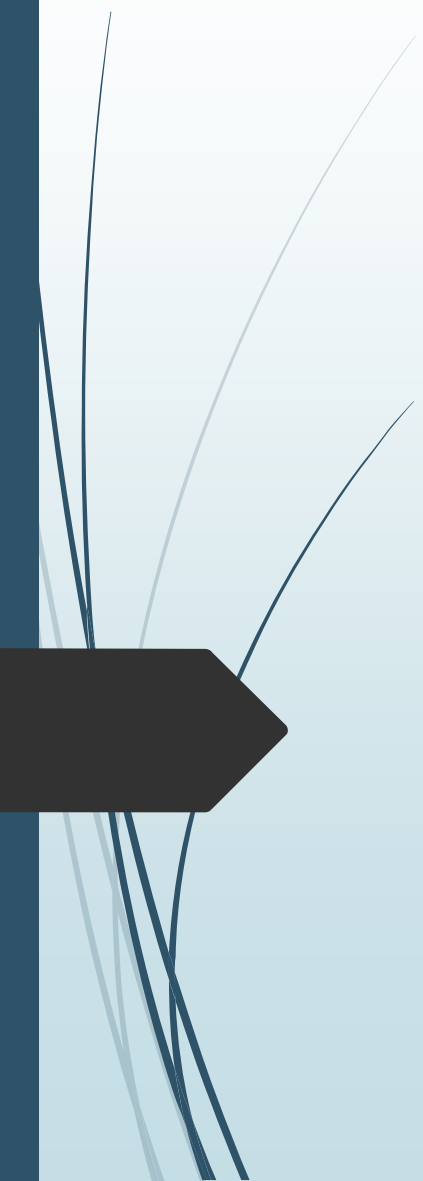
FINDINGS FOR APPROVAL OF
EXTENSION OF VESTING TENTATIVE SUBDIVISION MAP #1291
FOR BRIGHT DEVELOPMENT

Subdivision Map Act

- A) Section 66498.1 of California Government Code sets forth the determinations that would permit the City to further condition or deny an extension of an approved vesting tentative subdivision map.

Pursuant to Section 66498.1, the local agency may condition or deny a permit, approval, extension, or entitlement if it determines any of the following:

1. A failure to do so would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety, or both.
 2. The condition or denial is required in order to comply with state or federal law.
- B. After presentation of the staff report and having considered all of the testimony provided and information and evidence submitted during the Public Hearing, June 3, 2019, the City Council, in its discretion, finds and determines that Vesting Tentative Subdivision Map#1291 for Bright Development shall be extended to January 16, 2020.
- C. The City Council further finds and determines, based upon the testimony, information and evidence submitted during the Public Hearing, June 3, 2019, that the extension of the vesting tentative subdivision map would not place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety, or both. In addition, the denial is not required to comply with state or federal law.



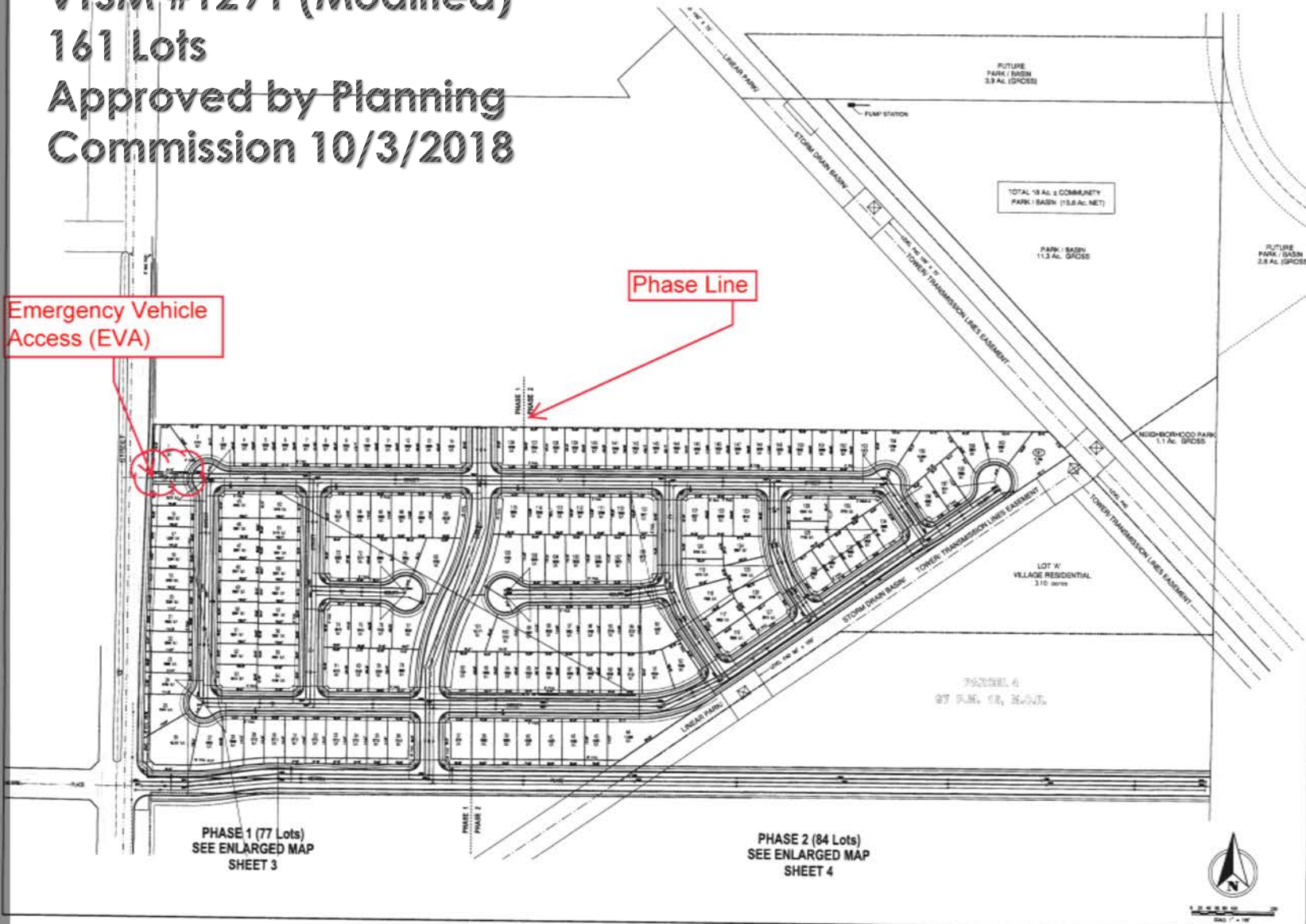
Appeal of the Extension of Vesting Tentative Subdivision Map (VTSM)#1291



VTSM #1291 (Modified) 161 Lots Approved by Planning Commission 10/3/2018

Emergency Vehicle
Access (EVA)

Phase Line



GOLDEN VALLEY
ENGINEERING & SURVEYING
400 West 19th Street, Suite 200
P.O. Box 548
Modesto, CA 95361
Ph: (209) 725-0200
Fax: (209) 725-0204

**MODIFIED VESTING TENTATIVE SUBDIVISION MAP FOR
BRIGHT DEVELOPMENT
PORTION SECTION 5 & 8, T.7 S., R.14 E., M.D.B.&M.**

PROJECT DATA
Date: April 2018
Drawn by: [blank]
Checked by: [blank]
Scale: 1" = 40'
Sheet No.: 18-001
Sheet Count: 2



Past City Council Actions

June 3, 2019

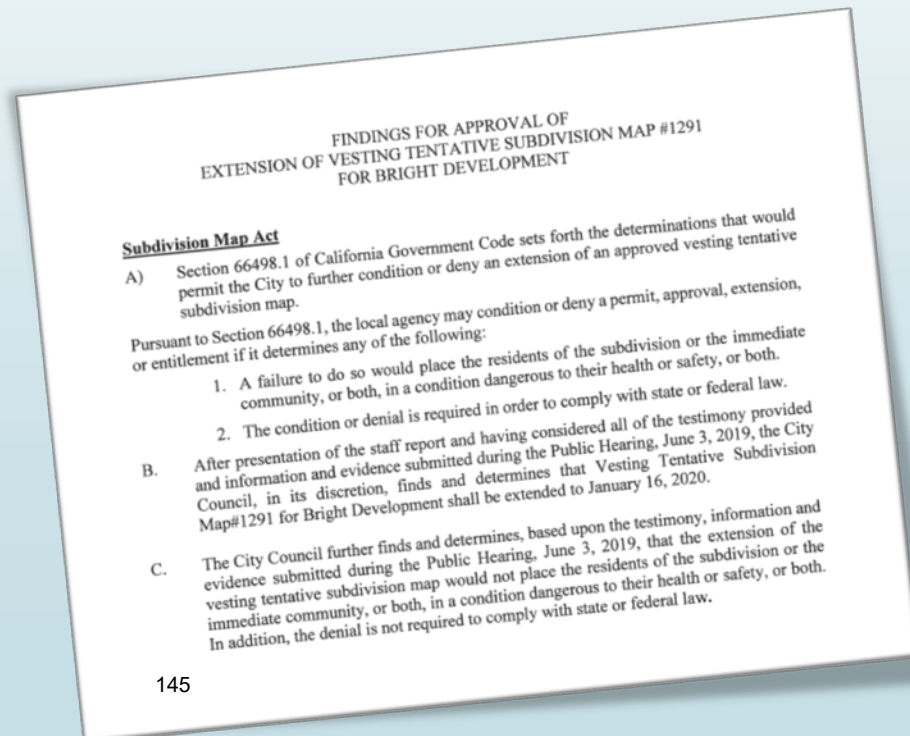
- City Council opened the public hearing and heard comments from Rick Telegan and Mark Beisswanger, representative for Bright Development.
- City Council directed staff to prepare Findings for Denial of the Appeal and bring back to the Council at a later date.
- City Council closed the public hearing.

August 5, 2019

- Opened the public hearing and continued it to August 19, 2019.

Findings for Denial

- Based on City Council direction, Findings for Denial of the Appeal are provided at Exhibit C of the Draft City Council Resolution (Attachment 4 of Administrative Report).





City Council Action

- Open Public Hearing;
- Close Public Hearing;
- Take action to approve/disapprove/modify the Draft Resolution to Deny the Appeal (Attachment 4 of Administrative Report).



ADMINISTRATIVE REPORT

Agenda Item E.9.

Meeting Date: 8/19/2019

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

SUBJECT: Second Reading and Final Adoption of Ordinance Amending Section 20.42 and Various Other Sections of the Merced Municipal Code Regarding Accessory Dwelling Units (Zoning Ordinance Amendment #19-02)

REPORT IN BRIEF

Second reading and final adoption of ordinance which would modify the City's zoning regulations regarding accessory dwelling units.

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance 2502**, An Ordinance of the City Council of the City of Merced, California, Amending Sections 20.42 ("Second Units") as well as Tables 20.08-1 ("Permitted Land Uses in the Residential Zoning Districts"), 20.16-1 ("Permitted Land Uses in the Urban Village Zoning Districts"), and 20.38-1 ("Off-Street Parking Requirements"); and Sections 20.08.030.F.1 ("Development Standards for Residential Zoning Districts, Parking"), 20.20.010.C.3 ("Urban Transition Zoning District, Development Standards"); 20.46.010 ("Residential Design Standards, Purpose"), and 20.90.020 ("Glossary, Definitions") of the Merced Municipal Code.

ALTERNATIVES

1. Adopt Ordinance 2502; or,
2. Deny; or,
3. Continue to a future City Council meeting (date and time to be specified in motion).

AUTHORITY

Merced Municipal Code Section 20.80, "Zoning Ordinance Amendments," spells out procedures for amending the Zoning Ordinance.

CITY COUNCIL PRIORITIES

Infill Development and Housing are both listed as City Council Priorities for FY 2019/20.

DISCUSSION

On July 1, 2019, the City Council held a public hearing on the proposed Ordinance and discussed the options regarding parking and owner occupancy. Two members of the public testified and indicated that they did not favor eliminating the owner occupancy requirement for either the primary or accessory dwelling unit because of concerns about impacts on neighborhoods.

After an extensive discussion, the City Council adopted a motion to continue the public hearing to August 5, 2019, and directed staff to prepare an alternative ordinance which would allow for parking within the setback areas for accessory dwelling units only and to retain the owner occupancy requirement only within R-1 zoning districts.

Additional language was added by Council regarding owner occupancy in either unit at the August 5, 2019 meeting and is included in the attachments.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Ordinance (Redlined Version)
2. Ordinance (Based on City Council direction for additional language given on August 5, 2019)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AMENDING SECTIONS 20.42 (“SECOND UNITS”)
AS WELL AS TABLES 20.08-1 (“PERMITTED
LAND USES IN THE RESIDENTIAL ZONING
DISTRICTS”), 20.16-1 (“PERMITTED LAND USES
IN THE URBAN VILLAGE ZONING
DISTRICTS”), AND 20.38-1 (“OFF-STREET
PARKING REQUIREMENTS”); AND SECTIONS
20.08.030.F.1 (“DEVELOPMENT STANDARDS
FOR RESIDENTIAL ZONING DISTRICTS,
PARKING”), 20.20.010.C.3 (“URBAN TRANSITION
ZONING DISTRICT, DEVELOPMENT
STANDARDS”); 20.46.010 (“RESIDENTIAL
DESIGN STANDARDS, PURPOSE”), AND 20.90.020
 (“GLOSSARY, DEFINITIONS”) OF THE MERCED
MUNICIPAL CODE**

**THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN
AS FOLLOWS:**

SECTION 1. AMENDMENT TO CODE. Table 20.08-1, “Permitted Land Uses in the Residential Zoning Districts,” of the Merced Municipal Code is hereby amended so that “Secondary Dwelling Units (‘Second Units’)” is replaced with “Accessory Dwelling Units.”

SECTION 2. AMENDMENT TO CODE. Section 20.08.030(F)(1), “Development Standards for Residential Zoning Districts, Parking” of the Merced Municipal Code is hereby amended to read as follows:

**“20.08.030-“DEVELOPMENT STANDARDS FOR
RESIDENTIAL ZONING DISTRICTS**

F. PARKING

1. Within the R-1 and R-2 zoning districts, required off-street parking spaces may not be located within any required exterior setback area, except for required parking spaces for accessory dwelling units on the property.”

SECTION 3. AMENDMENT TO CODE. Table 20.16-1, “Permitted Land Uses in the Urban Village Zoning Districts,” of the Merced Municipal Code is hereby amended so that “Secondary Dwelling Units (‘Second Units’)” is replaced with “Accessory Dwelling Units.”

SECTION 4. AMENDMENT TO CODE. Section 20.20.010(C)(3), “Urban Transition Zoning District, Development Standards, Residential Density,” of the Merced Municipal Code is hereby amended to read as follows:

“20.20.010 - Urban Transition (U-T) Zoning District

C. Development Standards _____

- 3. Residential Density.** Except for accessory dwelling units permitted under Chapter 20.42 (Accessory Dwelling Units), residential density of the lot may not be increased.”

SECTION 5. AMENDMENT TO CODE. Table 20.38-1, “Off-Street Parking Requirements,” of the Merced Municipal Code is hereby amended so that “Secondary Dwelling Units (‘Second Units’) is replaced by “Accessory Dwelling Units” and the corresponding “Required Number of Parking Spaces” is amended to read as follows:

“One or more bedrooms: 1 per unit”

SECTION 6. AMENDMENT TO CODE. Chapter 20.42, “Second Units,” of the Merced Municipal Code is hereby repealed and amended to read as follows:

“20.42 Accessory Dwelling 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 and Fee Requirements

20.42.010 Purpose

This chapter establishes standards for the location and construction of accessory dwelling units (“ADUs”) in conformance with Government Code Section 65852.2. These standards are intended to allow for accessory dwelling 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 accessory dwelling unit or a subdivision with multiple accessory dwelling units.

20.42.030 Site and Design Standards

A. Location. Accessory dwelling units shall be permitted in districts zoned to allow single-family or multi-family use as provided in Part 2 (Zoning Districts).

B. Site Requirements

1. Accessory dwelling units that comply with this chapter shall be permitted on all legally established residential parcels, regardless of parcel size so long as the parcel size permits at least an ‘efficiency unit’ to be constructed in compliance with local design standards. [An ‘efficiency unit’ provides for occupancy by no more than two persons which have a minimum floor area of 150 square feet and which may also have partial kitchen or bathroom facilities.]

2. An accessory dwelling 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. Size

1. *Attached Accessory Dwelling Units.* The floor area of an attached second unit shall not exceed 50 percent of the living area of the primary dwelling or 1,200 square feet, whichever is less. Garages and carports are excluded from floor area calculations for both the primary dwelling and accessory unit.
2. *Detached Accessory Dwelling Units.* The floor area of a detached accessory dwelling unit shall not exceed 1,200 square feet, excluding any space devoted to a carport or garage.

D. Relationship to Primary Dwelling

1. An accessory dwelling unit may be within, attached to, or detached from the primary dwelling, or within an attached or detached accessory structure. Attachment to the primary dwelling shall be by sharing a common interior wall or common roof.
2. An accessory dwelling unit shall have its own kitchen, bathroom facilities, and entrance separate from the primary dwelling.
3. The accessory dwelling unit shall be clearly subordinate to the primary dwelling by size.

E. Development Standards

1. An accessory dwelling 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, with certain exceptions, discussed herein. As long as existing setbacks are sufficient for fire safety, no setback shall be required for an accessory dwelling unit contained within the existing space of a single-family residence or accessory structure, including

an existing garage, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit constructed above a garage.

2. The accessory 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 accessory dwelling 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 accessory dwelling unit must be eligible to receive City sewer and water services. Creation of a detached accessory dwelling unit may require installation of a new or separate utility connection.

F. Design Requirements

1. An accessory dwelling 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 an accessory dwelling unit shall match the primary dwelling to the extent possible.

3. The parcel shall retain a single-family appearance and the accessory dwelling unit shall be integrated into the design of the existing improvements of the property.

4. The addresses of both the primary dwelling and the accessory dwelling unit shall be displayed and clearly visible from the street.

G. Parking

1. Accessory dwelling units with at least one bedroom shall provide one additional off-street parking space in addition to those spaces required for the primary dwelling. Off-street parking may be provided in the 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 conditions. These spaces may not be covered if located within the setback areas.
2. When all or a portion of a garage, carport, or other parking structure is converted or demolished to construct an accessory dwelling unit, the parking spaces displaced by the conversion may be allowed in any configuration on the lot, including, but not limited to, covered spaces, uncovered spaces, or tandem spaces, or by use of mechanical automobile parking lifts.
3. The parking standards provided in this section and otherwise in this code do not apply to an accessory dwelling unit in any of the following instances: (a) it is located within one-half mile of public transit; (b) it is located within an official architecturally and historically significant historic district; (c) it is part of the proposed or existing primary residence or an accessory structure; (d) on-street parking permits are required but not offered to occupants of an accessory dwelling unit; and, (e) a car share vehicle is located within one block of the accessory dwelling unit. To qualify for any of the above exemptions, the applicant shall provide supporting evidence as part of a Minor Use Permit or building permit application.

20.42.040 Occupancy Standards and Fee Requirements

A. *Owner Occupancy.* The owner of a parcel with an accessory dwelling unit shall be permitted to rent either the primary unit or the accessory dwelling unit, but not both, and may reside in either the primary dwelling unit or the accessory dwelling unit, if the accessory dwelling unit is located within an R-1 Zoning District only. This requirement does not apply to any other Zoning District.

B. *Deed Restrictions.* Prior to the issuance of a building permit for an accessory dwelling unit in an R-1 Zoning District, a covenant of restriction to run with the land shall be recorded by the property owner which specifies that the accessory dwelling 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 accessory dwelling unit, and that these restrictions shall be binding on successors in ownership.

C. *Fees and Other Requirements.*

1. Accessory dwelling units are not a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service; and any utility fee or charge imposed on the creation of a detached accessory dwelling unit must not exceed the reasonable cost of providing the service.

2. Accessory dwelling units contained within the existing space of a single family residence or accessory structure that have an independent exterior access and setbacks that meet fire safety requirements are not required to install a new or separate utility connection and cannot be charged for a related connection fee or capacity charge.

3. A new accessory dwelling unit shall be required to pay all applicable fees, including impact fees.

4. Prior to occupancy of the accessory dwelling unit, a new address shall be assigned by Department of Development Services.”

SECTION 7. AMENDMENT TO CODE. Section 20.46.010, “Residential Design Standards, Purpose,” of the Merced Municipal Code is hereby amended to read as follows:

“20.46.010 -Purpose

This chapter establishes design standards for residential uses, in addition to regulations set forth in Chapter 20.08 (Residential Zones), except that parking, location, and address requirements in Section 20.46.020 do not apply to accessory dwelling units.”

SECTION 8. AMENDMENT TO CODE. Section 20.90.020, “Definitions,” of the Merced Municipal Code is hereby amended to read as follows:

“20.90.020 - Definitions

1a. *Accessory Dwelling Units.* Attached or detached accessory residential dwelling units, which provide complete independent living facilities for one or more persons. Accessory dwelling units provide permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel occupied by a primary dwelling. A single attached suite of rooms (consisting of living, sleeping, cooking, and sanitation facilities) but with unimpeded access to the rest of the dwelling unit, no separate lease or utility service, and still functioning as one “household” per 20.90.020(99) may not be considered to be an accessory unit. See Chapter 20.42 (Accessory Dwelling Units).

186. *Second Units or Secondary Dwelling Units.* See Accessory Dwelling Units (#1a).”

SECTION 9. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 10. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 11. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ____ day of _____, 2019, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2019, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:


Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

 8-9-17
City Attorney **Date**

Document comparison by Workshare Professional on Wednesday, August 07, 2019 9:09:29 AM

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Document 2 ID	file://X:\Ordinances\2019\Planning\Accessory Dwelling Units v4.docx
Description	Accessory Dwelling Units v4
Rendering set	Standard

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Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
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Total changes	6

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AMENDING SECTIONS 20.42 (“SECOND UNITS”)
AS WELL AS TABLES 20.08-1 (“PERMITTED
LAND USES IN THE RESIDENTIAL ZONING
DISTRICTS”), 20.16-1 (“PERMITTED LAND USES
IN THE URBAN VILLAGE ZONING
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PARKING REQUIREMENTS”); AND SECTIONS
20.08.030.F.1 (“DEVELOPMENT STANDARDS
FOR RESIDENTIAL ZONING DISTRICTS,
PARKING”), 20.20.010.C.3 (“URBAN TRANSITION
ZONING DISTRICT, DEVELOPMENT
STANDARDS”); 20.46.010 (“RESIDENTIAL
DESIGN STANDARDS, PURPOSE”), AND 20.90.020
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MUNICIPAL CODE**

**THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN
AS FOLLOWS:**

SECTION 1. AMENDMENT TO CODE. Table 20.08-1, “Permitted Land Uses in the Residential Zoning Districts,” of the Merced Municipal Code is hereby amended so that “Secondary Dwelling Units (‘Second Units’)” is replaced with “Accessory Dwelling Units.”

SECTION 2. AMENDMENT TO CODE. Section 20.08.030(F)(1), “Development Standards for Residential Zoning Districts, Parking” of the Merced Municipal Code is hereby amended to read as follows:

**“20.08.030-“DEVELOPMENT STANDARDS FOR
RESIDENTIAL ZONING DISTRICTS**

F. PARKING

1. Within the R-1 and R-2 zoning districts, required off-street parking spaces may not be located within any required exterior setback area, except for required parking spaces for accessory dwelling units on the property.”

SECTION 3. AMENDMENT TO CODE. Table 20.16-1, “Permitted Land Uses in the Urban Village Zoning Districts,” of the Merced Municipal Code is hereby amended so that “Secondary Dwelling Units (‘Second Units’)” is replaced with “Accessory Dwelling Units.”

SECTION 4. AMENDMENT TO CODE. Section 20.20.010(C)(3), “Urban Transition Zoning District, Development Standards, Residential Density,” of the Merced Municipal Code is hereby amended to read as follows:

“20.20.010 - Urban Transition (U-T) Zoning District

C. Development Standards _____

3. **Residential Density.** Except for accessory dwelling units permitted under Chapter 20.42 (Accessory Dwelling Units), residential density of the lot may not be increased.”

SECTION 5. AMENDMENT TO CODE. Table 20.38-1, “Off-Street Parking Requirements,” of the Merced Municipal Code is hereby amended so that “Secondary Dwelling Units (‘Second Units’) is replaced by “Accessory Dwelling Units” and the corresponding “Required Number of Parking Spaces” is amended to read as follows:

“One or more bedrooms: 1 per unit”

SECTION 6. AMENDMENT TO CODE. Chapter 20.42, “Second Units,” of the Merced Municipal Code is hereby repealed and amended to read as follows:

“20.42 Accessory Dwelling 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 and Fee Requirements

20.42.010 Purpose

This chapter establishes standards for the location and construction of accessory dwelling units (“ADUs”) in conformance with Government Code Section 65852.2. These standards are intended to allow for accessory dwelling 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 accessory dwelling unit or a subdivision with multiple accessory dwelling units.

20.42.030 Site and Design Standards

A. Location. Accessory dwelling units shall be permitted in districts zoned to allow single-family or multi-family use as provided in Part 2 (Zoning Districts).

B. Site Requirements

1. Accessory dwelling units that comply with this chapter shall be permitted on all legally established residential parcels, regardless of parcel size so long as the parcel size permits at least an ‘efficiency unit’ to be constructed in compliance with local design standards. [An ‘efficiency unit’ provides for occupancy by no more than two persons which have a minimum floor area of 150 square feet and which may also have partial kitchen or bathroom facilities.]

2. An accessory dwelling 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. Size

1. *Attached Accessory Dwelling Units.* The floor area of an attached second unit shall not exceed 50 percent of the living area of the primary dwelling or 1,200 square feet, whichever is less. Garages and carports are excluded from floor area calculations for both the primary dwelling and accessory unit.
2. *Detached Accessory Dwelling Units.* The floor area of a detached accessory dwelling unit shall not exceed 1,200 square feet, excluding any space devoted to a carport or garage.

D. Relationship to Primary Dwelling

1. An accessory dwelling unit may be within, attached to, or detached from the primary dwelling, or within an attached or detached accessory structure. Attachment to the primary dwelling shall be by sharing a common interior wall or common roof.
2. An accessory dwelling unit shall have its own kitchen, bathroom facilities, and entrance separate from the primary dwelling.
3. The accessory dwelling unit shall be clearly subordinate to the primary dwelling by size.

E. Development Standards

1. An accessory dwelling 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, with certain exceptions, discussed herein. As long as existing setbacks are sufficient for fire safety, no setback shall be required for an accessory dwelling unit contained within the existing space of a single-family residence or accessory structure, including

an existing garage, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit constructed above a garage.

2. The accessory 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 accessory dwelling 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 accessory dwelling unit must be eligible to receive City sewer and water services. Creation of a detached accessory dwelling unit may require installation of a new or separate utility connection.

F. Design Requirements

1. An accessory dwelling 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 an accessory dwelling unit shall match the primary dwelling to the extent possible.

3. The parcel shall retain a single-family appearance and the accessory dwelling unit shall be integrated into the design of the existing improvements of the property.

4. The addresses of both the primary dwelling and the accessory dwelling unit shall be displayed and clearly visible from the street.

G. Parking

1. Accessory dwelling units with at least one bedroom shall provide one additional off-street parking space in addition to those spaces required for the primary dwelling. Off-street parking may be provided in the 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 conditions. These spaces may not be covered if located within the setback areas.

2. When all or a portion of a garage, carport, or other parking structure is converted or demolished to construct an accessory dwelling unit, the parking spaces displaced by the conversion may be allowed in any configuration on the lot, including, but not limited to, covered spaces, uncovered spaces, or tandem spaces, or by use of mechanical automobile parking lifts.

3. The parking standards provided in this section and otherwise in this code do not apply to an accessory dwelling unit in any of the following instances: (a) it is located within one-half mile of public transit; (b) it is located within an official architecturally and historically significant historic district; (c) it is part of the proposed or existing primary residence or an accessory structure; (d) on-street parking permits are required but not offered to occupants of an accessory dwelling unit; and, (e) a car share vehicle is located within one block of the accessory dwelling unit. To qualify for any of the above exemptions, the applicant shall provide supporting evidence as part of a Minor Use Permit or building permit application.

20.42.040 Occupancy Standards and Fee Requirements

A. *Owner Occupancy.* The owner of a parcel with an accessory dwelling unit shall be permitted to rent either the primary unit or the accessory dwelling unit, but not both, and may reside in either the primary dwelling unit or the accessory dwelling unit, if the accessory dwelling unit is located within an R-1 Zoning District only. This requirement does not apply to any other Zoning District.

B. *Deed Restrictions.* Prior to the issuance of a building permit for an accessory dwelling unit in an R-1 Zoning District, a covenant of restriction to run with the land shall be recorded by the property owner which specifies that the accessory dwelling 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 accessory dwelling unit, and that these restrictions shall be binding on successors in ownership.

C. *Fees and Other Requirements.*

1. Accessory dwelling units are not a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service; and any utility fee or charge imposed on the creation of a detached accessory dwelling unit must not exceed the reasonable cost of providing the service.
2. Accessory dwelling units contained within the existing space of a single family residence or accessory structure that have an independent exterior access and setbacks that meet fire safety requirements are not required to install a new or separate utility connection and cannot be charged for a related connection fee or capacity charge.
3. A new accessory dwelling unit shall be required to pay all applicable fees, including impact fees.

4. Prior to occupancy of the accessory dwelling unit, a new address shall be assigned by Department of Development Services.”

SECTION 7. AMENDMENT TO CODE. Section 20.46.010, “Residential Design Standards, Purpose,” of the Merced Municipal Code is hereby amended to read as follows:

“20.46.010 -Purpose

This chapter establishes design standards for residential uses, in addition to regulations set forth in Chapter 20.08 (Residential Zones), except that parking, location, and address requirements in Section 20.46.020 do not apply to accessory dwelling units.”

SECTION 8. AMENDMENT TO CODE. Section 20.90.020, “Definitions,” of the Merced Municipal Code is hereby amended to read as follows:

“20.90.020 - Definitions

1a. *Accessory Dwelling Units.* Attached or detached accessory residential dwelling units, which provide complete independent living facilities for one or more persons. Accessory dwelling units provide permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel occupied by a primary dwelling. A single attached suite of rooms (consisting of living, sleeping, cooking, and sanitation facilities) but with unimpeded access to the rest of the dwelling unit, no separate lease or utility service, and still functioning as one “household” per 20.90.020(99) may not be considered to be an accessory unit. See Chapter 20.42 (Accessory Dwelling Units).

186. *Second Units or Secondary Dwelling Units.* See Accessory Dwelling Units (#1a).”

SECTION 9. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 10. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 11. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ____ day of _____, 2019, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2019, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

 8-7-19
City Attorney **Date**



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item F.1.

Meeting Date: 8/19/2019

Report Prepared by: Francisco Mendoza-Gonzalez, Associate Planner, Development Services

SUBJECT: Public Hearing - Adoption of Resolution to Abandon a Storm Drainage Easement and Street Light Easement at 1368 Griffin Street, Generally Located on the East Side of Griffin Street, Approximately 525 Feet North of McSwain Road (Vacation #19-03)

REPORT IN BRIEF

The City Council will consider the abandonment of an old storm drainage easement and street light easement at 1368 Griffin Street.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2019-52**, A Resolution of the City Council of the City of Merced, California, ordering the vacation of a storm drainage easement and street light easement at 1368 Griffin Street, generally located on the east side of Griffin Street, approximately 525 feet north of McSwain Road (Vacation #19-03)

ALTERNATIVES

1. Approve as recommended by the Planning Commission and staff; or,
2. Approve, subject to modifications by the City Council; or,
3. Deny; or,
4. Refer back to staff for reconsideration of specific items (specific items to be addressed in the motion); or
5. Continue to a future meeting (date and time to be specified in motion).

AUTHORITY

Part 3, Chapter 3 of the Streets and Highways Code of the State of California authorizes the City Council to vacate a right-of-way or easement. The vacation shall be made by adoption of a resolution setting a public hearing pursuant to Section 8320 of the Streets and Highways Code, and shall be recorded pursuant to Section 8325. The City of Merced Administrative Policies and Procedures No. A-6 provides direction to staff for processing vacation requests, and City Resolution 86-80 establishes a policy concerning costs associated with the vacation.

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

Request

The subject site is a vacant 0.31-acre parcel zoned Low Density Residential (R-1-6) principally reserved for single-family homes (Attachment 1). The applicant is in the process of developing a home on this parcel. However, the old Street Light Easement and Storm Drain Easement prohibit the applicant from constructing any structures within 15 feet of the easements. This results in a significant amount of undevelopable land that makes it difficult for a design professional to design a conventional and practical floor plan for this site.

The old storm drain easement was originally dedicated to Merced County for storm drain purposes when this area was located within Merced County jurisdiction. However, this area is now within the City limits, and the storm drain easement dedication rights have now been transferred to the City. The City's Engineering and Public Works Departments have reviewed this application and have determined that the City does not need the old Storm Drain Easement. The City has installed storm drain utilities around the subject site, within Griffin Street (west of the subject site) and along the Merced Irrigation District (MID) Concrete Lined Canal (north of the subject site), therefore no longer needing the old storm drain easement (see lines drawn at Attachment 4). In addition, MID has indicated that they do not object to vacating this storm drain easement.

The old Street Light Easement was initially intended to allow for power to be drawn from existing telephone/power poles along the eastern property line to power a street light at the end of Griffin Street. However, over the past few decades, several lots in this neighborhood have been improved or developed. During that time, several street lights have been installed throughout Griffin Street, including a street light directly across the street from the subject site (Attachment 5). Because there is already a street light at the end Griffin Street, the City has determined that another street light is not needed and that the old street light easement should be abandoned.

After contacting all utility companies in the area, it was determined that no utilities were located within the Storm Drain Easement, and there are no plans to use the easement in the future. There is a utility pole within the street light easement, but it can be relocated as it is no longer needed for a street light. Therefore, these easements are no longer needed and should be abandoned to give the property owners full use of their property.

History and Past Actions

At the Planning Commission meeting of June 5, 2019, the Planning Commission reviewed the vacation for consistency with the City's General Plan and found, by unanimous vote of those present, that the proposed vacation does not conflict with any General Plan policies, text, or maps, and is, therefore, consistent with the General Plan.

On July 15, 2019, the City Council adopted a Resolution of Intention (Resolution #2019-39) and set August 19, 2019, as the date for the public hearing to consider Vacation #19-03 (see Attachments 7 and 8).

Recommendation

Staff is recommending the adoption of the Resolution at Attachment 7 to vacate the storm drainage easement and street light easement as described above.

IMPACT ON CITY RESOURCES

There would be no impact on City resources with this action.

ATTACHMENTS

1. Location Map
2. Legal Description
3. Vacation Map
4. Nearby Storm Drainage Lines
5. Nearby Street Light
6. City Council Resolution to set the Public Hearing for Vacation #19-03
7. Draft City Council Resolution for Vacation #19-03
8. Presentation

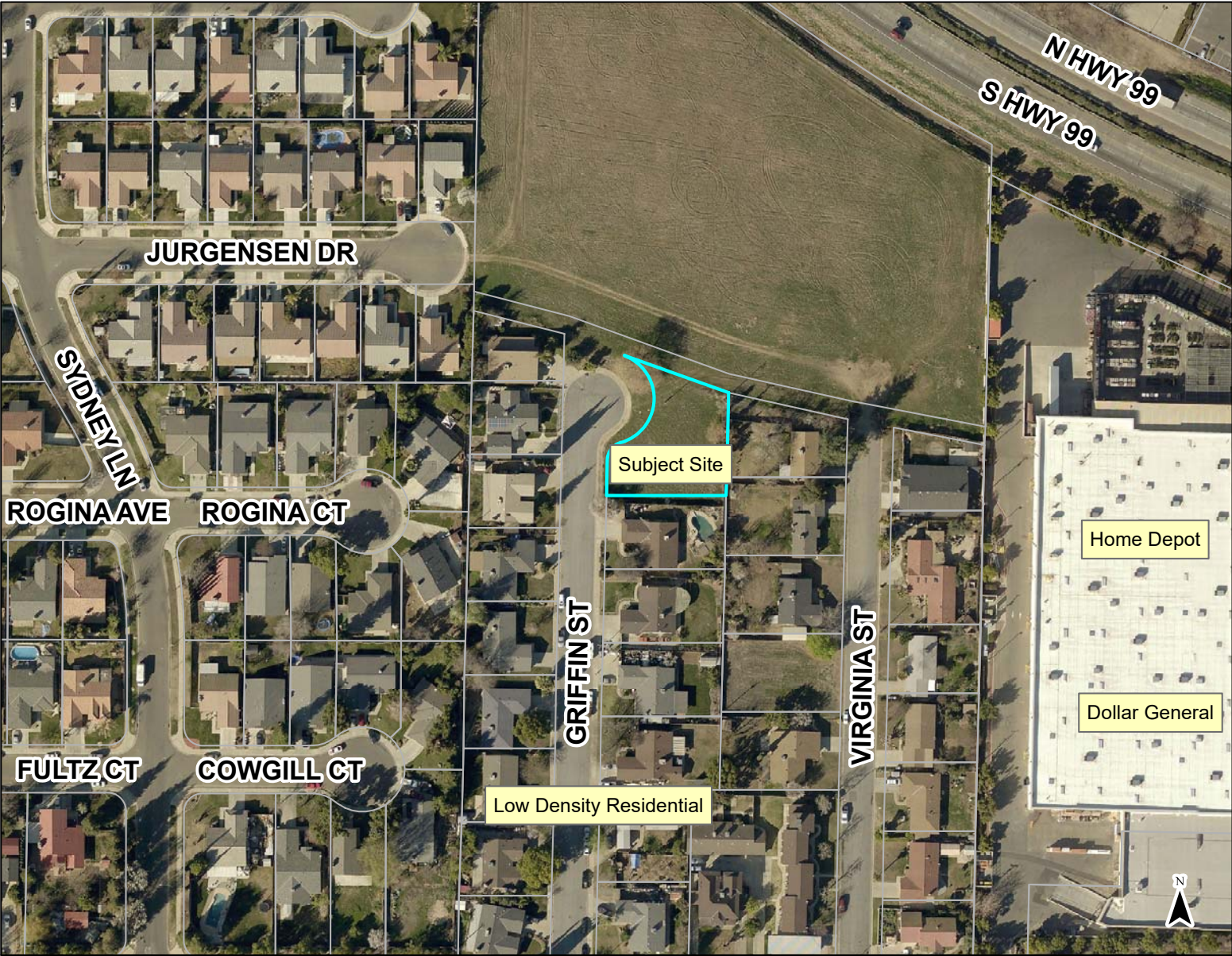


EXHIBIT "A"

STORM DRAINAGE EASEMENT ABANDONMENT AND
STREET LIGHTING EASEMENT ABANDONMENT

DESCRIPTION

STORM DRAINAGE EASEMENT

A storm drain easement to be abandoned, situate in Section 23, Township 7 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Merced, State of California; said storm drain easement shown as Parcel "A" on that certain map entitled Parcel Map for Marion C. East, recorded in Book 37 of Parcel Maps, at Page 30, Merced County Records.

10.00 FOOT WIDE STREET LIGHTING EASEMENT

A 10.00 foot wide street lighting easement, being the south 5.00 feet of Lot 21 and the north 5.00 feet of Lot 20 as shown on the "Map of Griffin Subdivision", recorded in Volume 14 of Official Plats at Page 37, Merced County Records; said easement lines terminates on the west line of the 20 foot Public Utility Easement.

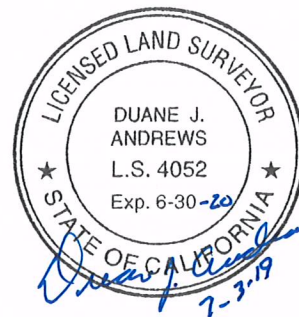
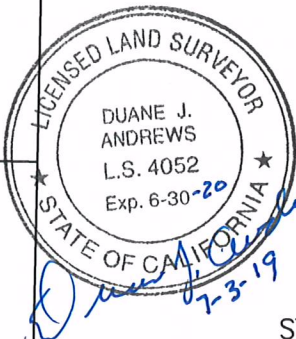
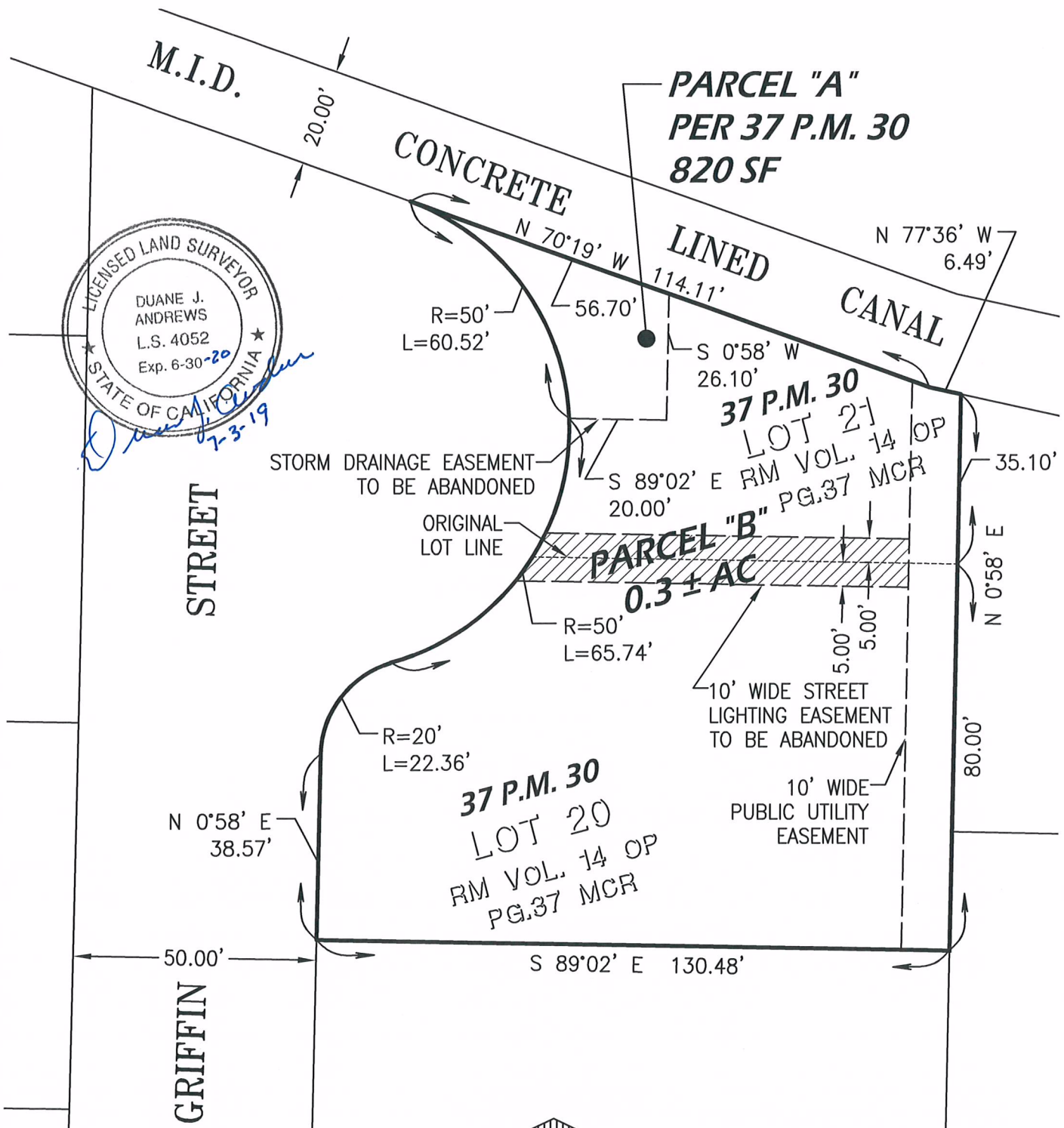


EXHIBIT 'B'



GOLDEN VALLEY
ENGINEERING & SURVEYING

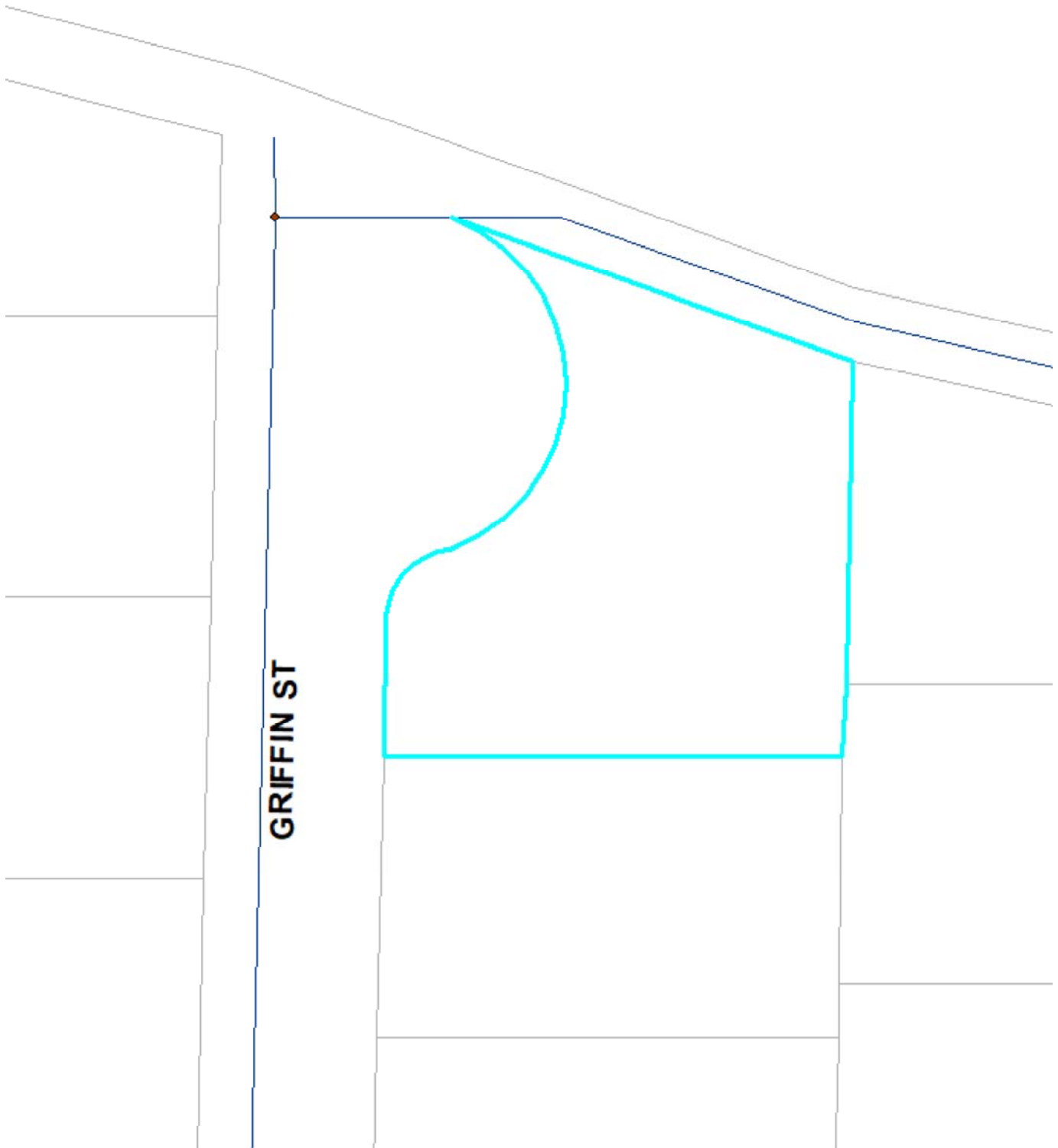
405 W. 19th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 19072

Date: 7/3/2019

EXHIBIT 'B'
Exhibit Map for "Abandonment of Storm Drainage Easement"
and "Street Light Easement", situated in Section 23, T.7S.,
R.14E., M.D.B.&M., in the City of Merced, State of California

Storm Drain Lines





RESOLUTION NO. 2019- 39

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
DECLARING ITS INTENTION TO VACATE A
STORM DRAINAGE EASEMENT AND STREET
LIGHT EASEMENT AT 1368 GRIFFIN STREET,
GENERALLY LOCATED ON THE EAST SIDE OF
GRIFFIN STREET, APPROXIMATELY 525 FEET
NORTH OF MCSWAIN ROAD (VACATION #19-
03) AND SETTING TIME AND PLACE FOR
PUBLIC HEARING**

WHEREAS, the City Engineer of the City of Merced has recommended that the hereinafter described portions of easements are unnecessary for prospective public purposes; and

WHEREAS, the City Engineer has filed maps or plans with the City Clerk of the City of Merced showing the portions of the easements to be vacated at a specific time that will be determined.

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

SECTION 1. The City Council of the City of Merced declares its intention to proceed under the provisions of Part 3 of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Service Easements Vacation Law, Chapter 3, to vacate a storm drainage easement and street light easement at 1368 Griffin Street, generally located on the east side of Griffin Street, approximately 525 feet north of McSwain Road (Vacation #19-03), as described in Exhibit "A" and shown on the map at Exhibit "B" attached hereto and incorporated herein by this reference.

SECTION 2. Reference is made to the maps and plans which are filed in the office of the City Clerk of the City of Merced for further particulars as to the proposed vacation and reservation.

SECTION 3. August 19, 2019, at the hour of 6:00 p.m. of said day in the Council Chamber of the City Council, 678 West 18th Street, Merced, California, is

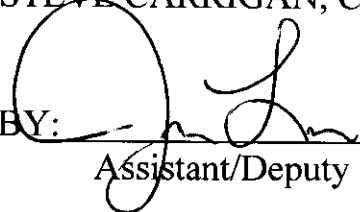
SECTION 4. The City Engineer is directed to post or cause to be posted at least two weeks before the date set for hearing not less than two (2) notices of vacation of easements, not more than three hundred (300) feet apart, conspicuously along the lines of said portion of the public street proposed to be vacated, stating adoption of this resolution and the time and place of the hearing herein called. Posting a copy of this resolution shall constitute the posting of the required notice.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the 15th day of July 2019, by the following vote:

ABSTAIN: 0 Council Members: NONE

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: 
Assistant/Deputy City Clerk

(SEAL)



APPROVED AS TO FORM:

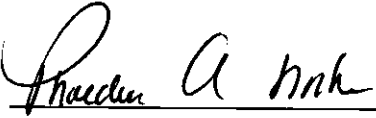
 7-1-19
City Attorney Date

EXHIBIT "A"

**STORM DRAINAGE EASEMENT ABANDONMENT AND
STREET LIGHTING EASEMENT ABANDONMENT**

DESCRIPTION

STORM DRAINAGE EASEMENT

A storm drain easement to be abandoned, situate in Section 23, Township 7 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Merced, State of California; said storm drain easement shown on Parcel "A" on that certain Parcel Map for "Marion C. East", recorded in Volume 37 at Page 30, Merced County Records.

10.00 FOOT WIDE STREET LIGHTING EASEMENT

A 10.00 foot wide street lighting easement, being the south 5.00 feet of Lot 21 and the north 5.00 feet of Lot 20 as shown on the map of "Griffin Subdivision", recorded in Volume 14 of Official Plats at Page 37, Merced County Records; said easement lines terminates on the west at the east line of that certain cul-de-sac dedicated on said Parcel Map for "Marion C. East" and on the east said easement lines terminate on the east lines of said Lots 20 and 21.

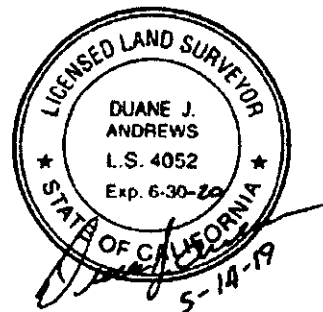
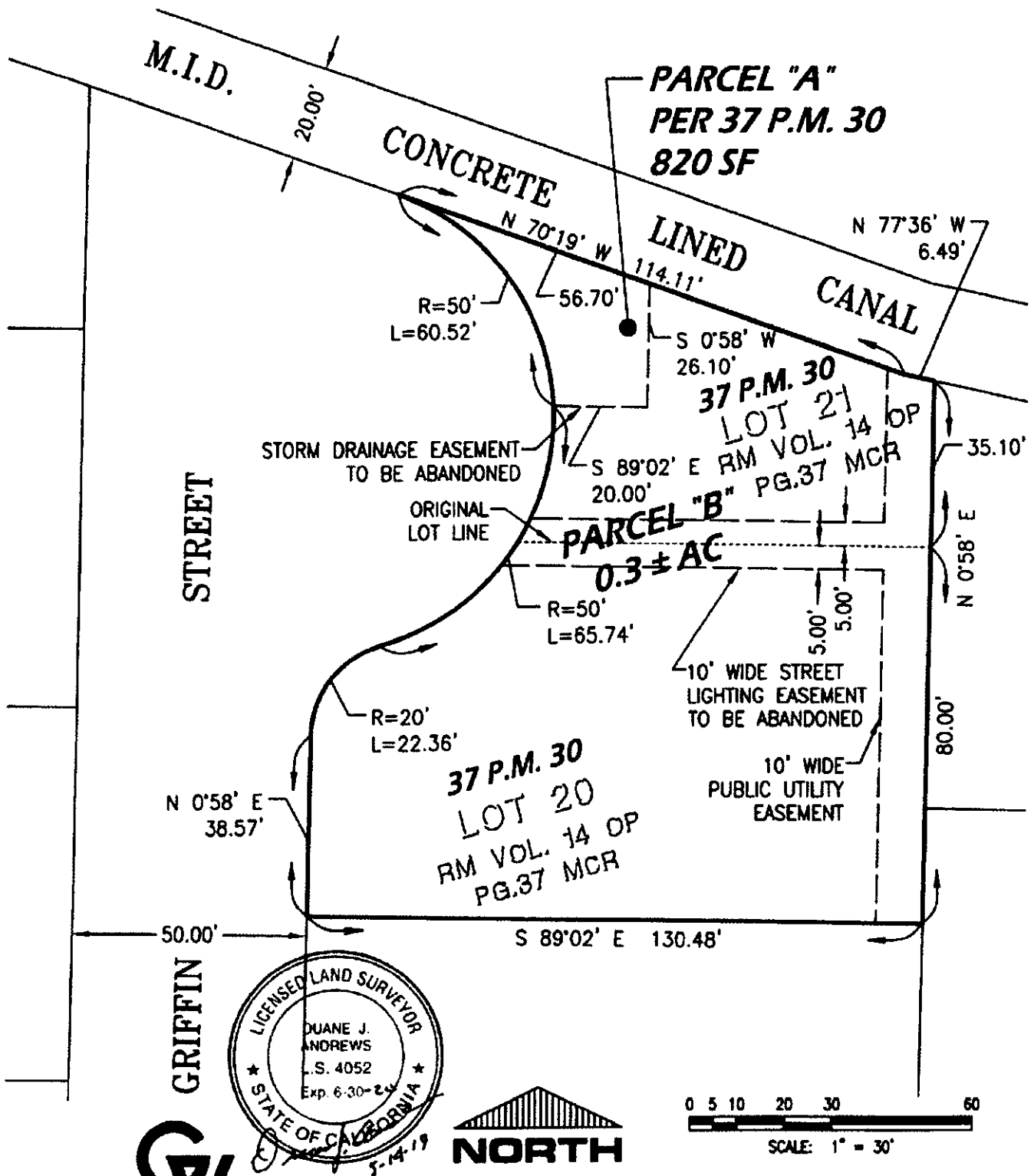


EXHIBIT 'B'



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ENGINEERING & SURVEYING

405 W. 19th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 19072

Date: 5/14/2019

EXHIBIT 'B'

Exhibit Map for "Abandonment of Storm Drainage Easement" and "Street Light Easement", situated in Section 23, T.7S., R.14E., M.D.B.&M., in the City of Merced, State of California

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MERCED, CALIFORNIA
ORDERING THE VACATION OF A STORM
DRAINAGE EASEMENT AND STREET
LIGHT EASEMENT AT 1368 GRIFFIN
STREET, GENERALLY LOCATED ON THE
EAST SIDE OF GRIFFIN STREET,
APPROXIMATELY 525 FEET NORTH OF
MCSWAIN ROAD (VACATION #19-03)**

WHEREAS, by adoption of Resolution No. 2019-39 on July 15, 2019, the City Council declared its intention to consider the vacation of a portion of easements in the City of Merced, consisting of a storm drainage easement and street light easement at 1368 Griffin Street, generally located on the east side of Griffin Street, approximately 525 feet north of McSwain Road (Vacation #19-03), and more particularly described in Exhibit A and shown in Exhibit B, attached hereto and incorporated herein by this reference, and set a public hearing thereon; and

WHEREAS, Resolution No. 2019-39 fixed a time and place for hearing all persons interested in or objecting to the proposed vacation to wit: On Monday, August 19, 2019, at the hour of 6:00 p.m. of said day, in the Council Chambers of the City Council, 678 West 18th Street, Merced, California, which said time was not less than fifteen (15) days from the above-mentioned date and passage of Resolution No. 2019-39; and

WHEREAS, Resolution No. 2019-39 was published in the manner prescribed by Section 8320 of the Streets and Highways Code of the State of California; and

WHEREAS, the public hearing occurred on August 19, 2019; and

WHEREAS, On August 6, 2019, notices were conspicuously posted along the lines of the property proposed to be vacated, which notices consisted of copies of Resolution No. 2019-39; and

WHEREAS, the vacation of the dedication as proposed by Resolution No. 2019-39 was submitted to the Planning Commission on June 5, 2019, which found the proposed vacation to be in conformity with the general plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council finds from all of the evidence submitted that the easements in the City of Merced, as described on Exhibit A and shown on Exhibit B, is unnecessary for present or prospective easement use.

SECTION 2. It is hereby ordered that the irrevocable offer of dedication for public use and any and all interests held by the city concerning the above described property be and the same is hereby vacated, pursuant to the provisions of Part 3, Division 9, of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Services Easements Vacation Law, section 8300 *et seq.*

SECTION 3. The City Clerk is directed to cause a certified copy of this resolution, attested under seal of the City of Merced, to be recorded in the Office of the County Recorder of Merced County.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ of _____, 2019, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:



BY:   _____
City Attorney Date

EXHIBIT "A"

STORM DRAINAGE EASEMENT ABANDONMENT AND
STREET LIGHTING EASEMENT ABANDONMENT

DESCRIPTION

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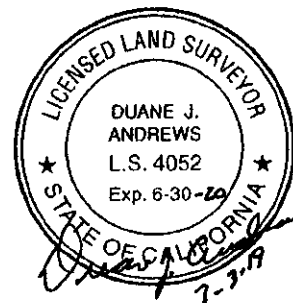
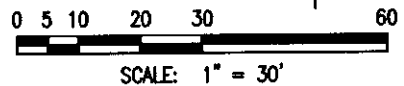
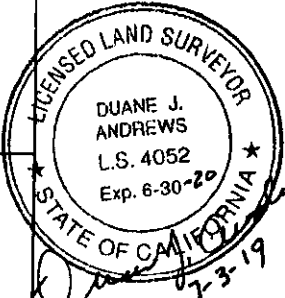
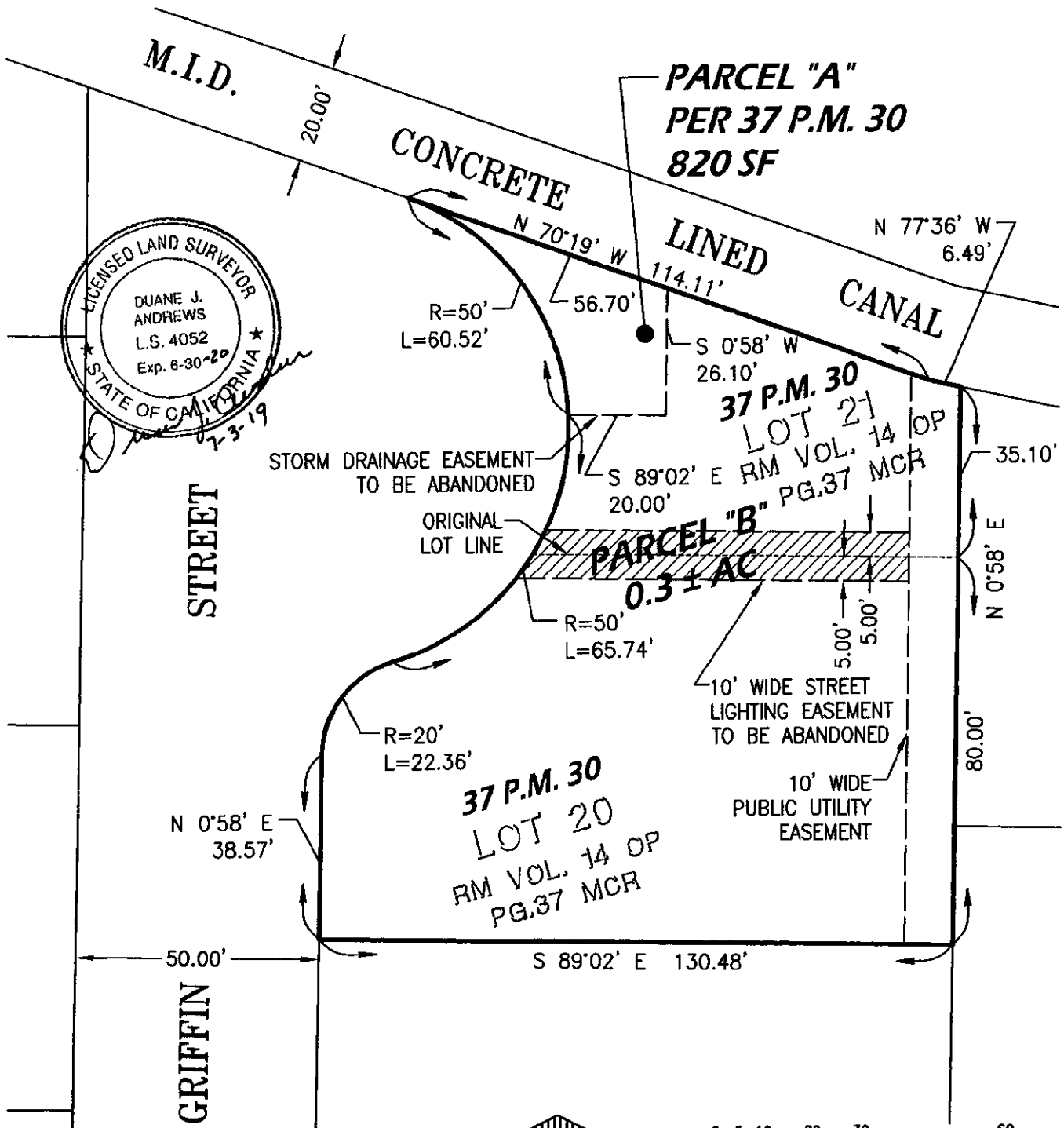


EXHIBIT 'B'



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Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 19072

Date: 7/3/2019

EXHIBIT 'B'

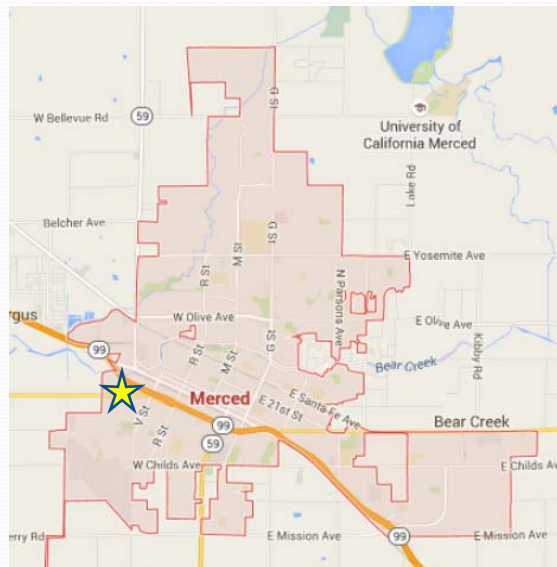
Exhibit Map for "Abandonment of Storm Drainage Easement" and "Street Light Easement", situated in Section 23, T.7S., R.14E., M.D.B.&M., in the City of Merced, State of California

Vacation #19-03

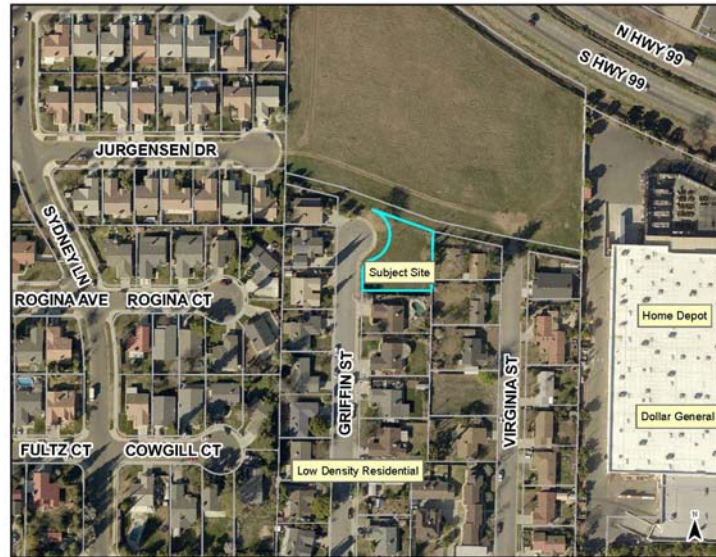
Abandon Storm Drainage and Street Light Easements
Single-Family Lot
1368 Griffin Street

City Council Meeting
August 19, 2019
Francisco Mendoza, Associate Planner

City-Wide Context



Location Map



- 0.31-acre residential lot zoned low density residential.
- Easements prohibit development within 15 feet of easements.
- Staff reached-out to all local utility companies and the City's Public Works Department. Nobody had existing utilities or plans/needs to use the easements.
- The property owner would like to submit plans to build a home. Vacating the easements allows the designer to create a practical floor plan with more developable space.

ATTACHMENT 3

Utilities that Replaced Easement Reservations



Nearby Storm Drain Lines

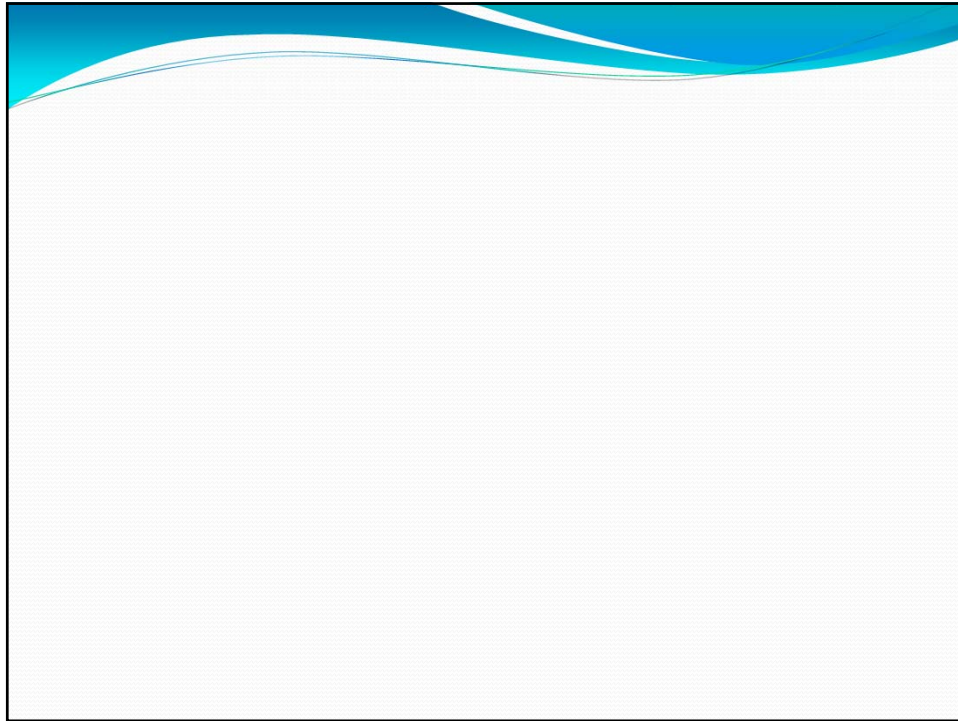


Nearby Street Light

Action: After the public hearing, City Council may approve, deny, or continue Vacation #19-03.

Questions? Comments? Concerns?





City Council and Planning Commission

- On July 15, 2019, the City Council approved a resolution to set a public hearing to vacate the easement.
- On June 5, 2019, the Planning Commission adopted a Finding showing that the proposed Vacation is consistent with the General Plan.



ADMINISTRATIVE REPORT

Agenda Item G.1.

Meeting Date: 8/19/2019

Report Prepared by: Frank Quintero, Director of Economic Development

SUBJECT: Report to the City Council on Economic Opportunity Zones

REPORT IN BRIEF

Presentation to the City Council on the Opportunity Zone program created by the 2017 Federal Tax Cuts and Jobs Act.

RECOMMENDATION

Information-Only.

DISCUSSION

Opportunity Zones (OZs) are a new investment tool created by the 2017 Federal Tax Cuts and Jobs Act to stimulate investment and economic development in low-income communities. The program offers capital gains tax benefits in exchange for making investments in Opportunity Zones that can spur business and economic growth.

Selecting Qualified Census Tracts

In March 2018, the State of California released its list of Qualified Census Tracts for comment by local jurisdictions. In June 2018, the U.S. Treasury Department evaluated and designated over 8,700 low income census tracts in U.S. States and Territories as Opportunity Zones for a 10 year period, until 2026. Within the State of California, there are 879 such zones. The Merced City Opportunity Zone is composed of 7 qualified census tracts totaling 6,680 acres (ATTACHMENT 1). Portions of the census tracts are located within Merced County.

To be eligible for nomination, census tracts had to have poverty rates of 20% or higher, or median family incomes below 80% of statewide or metro area median family incomes. Each State or U.S. Territory could nominate up to 25% of their eligible census tracts, and up to 5% of those nominated census tracts could be in areas that were contiguous with low-income community census tracts.

The OZ Benefits

The key benefits of an Opportunity Zone designation are businesses and projects in the zone are eligible for investments from a new source of funding called Qualified Opportunity Funds, and investors are eligible for new tax benefits in exchange for investing in such funds.

Investments made by individuals through Qualified Opportunity Funds in designated Opportunity Zones would be allowed to defer or eliminate Federal taxes on capital gains. Investors can get the

tax benefits, even if they don't live, work or have a business in an Opportunity Zone. To qualify for tax deferrals investors must invest the amount of the capital gain to be deferred in Qualified Opportunity Funds that are required to invest 90% of their funds in Opportunity Zones, and to verify this semi-annually. The longer the investment term the greater the tax benefit. For example, a 10 year investment term can eliminate a capital gains tax.

For Locals

This new Opportunity Zone may be of interest to those within the zone interested in soliciting funding from a new incentivized, targeted source of investors; or those considering investing in new business ventures, property or new or expanding businesses needing funding support.

Getting OZ Ready

The OZ program is designed to be place-based and responsive to the unique needs and opportunities of different communities. Qualified Opportunity Funds can invest in a wide variety of assets, from the stocks of new companies to real estate, infrastructure, affordable housing and more.

Opportunity Zones are not a traditional development incentive, but are designed to influence investor behavior, rather than that of individual companies. The purpose of the OZs is to draw capital that would otherwise bypass distressed communities. Upfront tax-credits and subsidies are not part of the OZ program, but for the investor, a graduated tax shelter tied to long-term holdings and patient capital.

The City of Merced values receiving this Opportunity Zone designation and targeted investments that may provide benefit to the community. Opportunity Zone communities have less of a project-by-project, transactional role to play here. Localities remain responsible for education, training, and workforce development, zoning, and supportive business climate to help the OZ program meet its potential.

The City's role is to share information about the Merced City Opportunity Zone and does not have specific interests at stake or a controlling role. The Opportunity Zone Program is under the umbrella of the Internal Revenue Service (IRS). Investments are not administered or overseen by the City of Merced.

ATTACHMENTS

1. Merced City Opportunity Zone
2. Presentation

Merced

Positioned for Growth



Inventing California's Future



HOUSING

Average Price:

- ➡ 3/2 1,600-1,800 sf: \$285,000
- ➡ 4/3 2,500 sf: \$400-\$500,000

Rental Market:

- ➡ 3/2 1,800 sf: \$1,400-\$1,500

Permits – Single Family Residential (more than Stockton & Modesto combined):

- ➡ 2018: 667
- ➡ 2019: 253



UC MERCED

2018-19 Enrollment:

- ➡ 8,544 students
- ➡ 92.2% undergrad, 7.8% grad

2018-19 Undergraduates by School:

- ➡ Engineering: 2,192
- ➡ Natural Sciences: 2,131
- ➡ Soc. Sci, Humanities, Arts: 3,180

2018-19 Ethnic Diversity:

- ➡ 54.7% Hispanic
- ➡ 20% Asian/Pacific Islander



LABORSHED

Primary Laborshed:

- ➡ 1,174,900

Secondary Laborshed

(reverse commute shed):

- ➡ 2,637,100



AIRPORT

Commercial flights via Boutique Air at Merced Regional Airport (MCE):

- ➡ MCE-SMF
- ➡ MCE-LAX



ACE

Commuter rail service via Altamont Corridor Express (ACE):

- ➡ Shared platform with high speed rail by 2026-27
- ➡ Merced-Silicon Valley



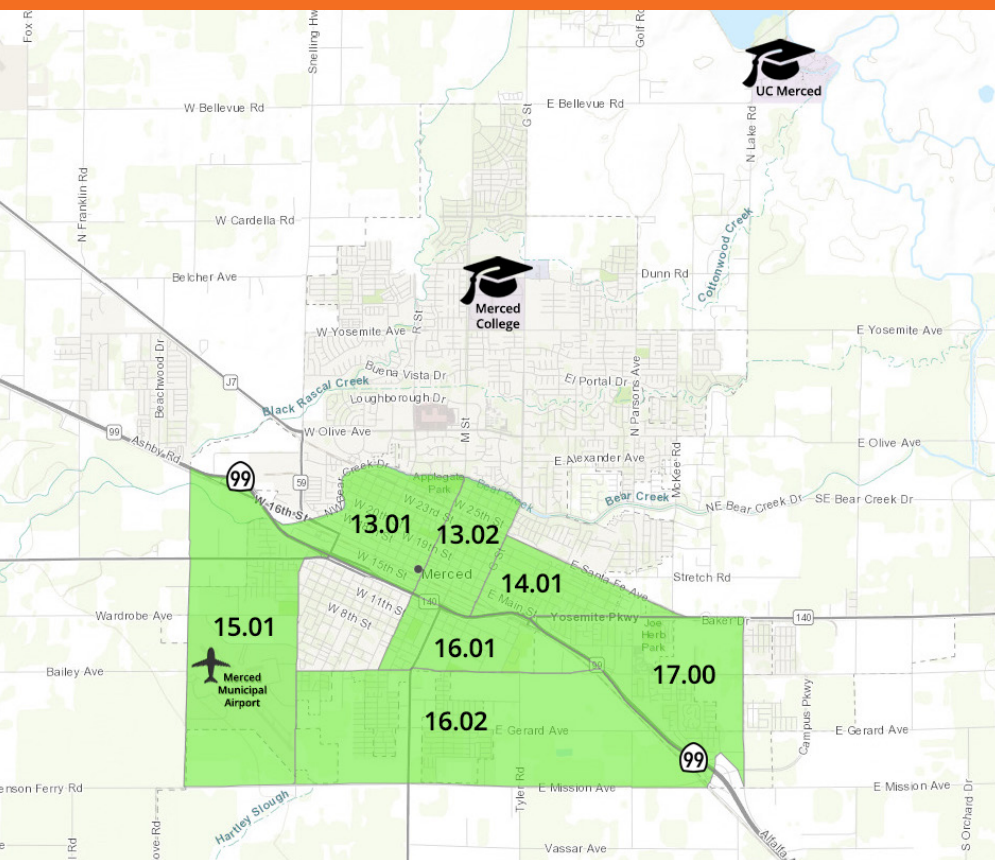
HIGH SPEED RAIL (HSR)

Downtown station completion:

- ➡ 2026-27
- ➡ Merced-Bakersfield



UC Merced enrollment increases by 1,100 to 1,500 students each year, with plans for 25,000 students at full build-out.



Merced Opportunity Zones

CENSUS TRACT 13.01

Downtown, residential, commercial, office, government, transportation hub, university

CENSUS TRACT 13.02

Downtown, residential, commercial, office, government

CENSUS TRACT 14.01

Residential, office commercial, hospitality

CENSUS TRACT 15.01

Industrial, airport, residential, sports complex, government, future, industrial

CENSUS TRACT 16.01

Medical, office, residential, heavy commercial

CENSUS TRACT 16.02

Residential, ag, future industrial

CENSUS TRACT 17.00

Hospitality, mixed use, commercial, office, residential, neighbor commercial

Seven Opportunity Zones in Merced

Merced's Opportunity Zones comprise 6,680 acres of well served industrial, commercial, and residential areas.

- Tax incentives to individual investors who reinvest capital gains in new developments or businesses
- Deferral of existing capital gains tax and stepped forgiveness of additional gains at 5, 7 and 10 years, through basis increases

Start Investment Here:

CITY OF MERCED

678 W. 18th St.

Merced, CA 95340

209-385-6826

Frank Quintero

quinterof@cityofmerced.org



Inventing California's Future



OPPORTUNITY ZONE OVERVIEW

THE LOCAL PERSPECTIVE

A FEW CAVEATS

- Federal program... not a municipally regulated program.
- All incentives pertain to the tax treatment of an investor's capital gains.
- Geared toward qualifying investments in new businesses, existing businesses, and new development projects.
- All current regulations are still proposed, not final.

WHAT IS AN OPPORTUNITY ZONE?



Created by the 2017 Tax Cut and
Jobs Act



Governor designated



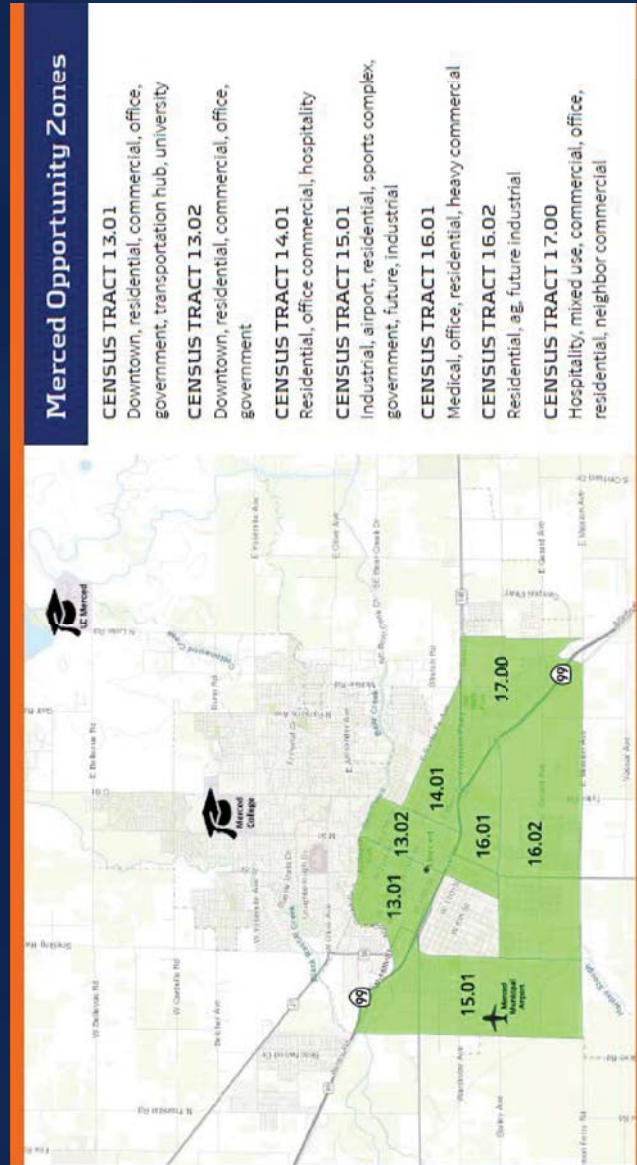
Based on poverty rates and median
family incomes



Goal: to spur long-term private
sector investments in low-income
urban and rural communities
nationwide



MERCED CITY OPPORTUNITY ZONES



US = 8700 +

CA = 879

MCOZ = 7

HOW DO OPPORTUNITY ZONES WORK?

Tax Deferral

A Reduction

An Exemption

Investor



PUTTING OZ DOLLARS TO WORK



Commercial Real Estate
Development and Renovation
in Opportunity Zones



Opening New
Businesses in
Opportunity Zones



Expansion of Existing
Businesses into
Opportunity Zones



Large Expansions of
Businesses already
within Opportunity Zones

Think like an INVESTOR

“Prospectus”-based...not “Master Plan”-based

Building assets...what do you have to market?

Assemble a Merced City "Prospectus"

Market the “prospectus” to Opportunity Funds

Creation of new local Opportunity Fund & Investors

THE APPROACH



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item H.1.

Meeting Date: 8/19/2019

SUBJECT: Request to Add Item to Future Agenda

REPORT IN BRIEF

Provides members of the City Council to request that an item be placed on a future City Council agenda for initial consideration by the City Council.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item H.2.

Meeting Date: 8/19/2019

SUBJECT: City Council Comments

REPORT IN BRIEF

Provides an opportunity for the Mayor and/or Council Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the City and to make a brief announcement on future community events and/or activities. The Brown Act does not allow discussion or action by the legislative body under this section.