



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, September 16, 2019

6:00 PM

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

**Council Member Shelton will be attending via Teleconference from the Murieta Inn,
First Floor Sales Office, 7337 Murieta Drive, Rancho Murieta, CA 95683**

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

NOTICE TO PUBLIC

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

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

PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK

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

INDIVIDUALS WITH DISABILITIES

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

A. CLOSED SESSION ROLL CALL

B. CLOSED SESSION

**B.1. [19-477](#) SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION -
Title: City Attorney; Authority: Government Code Section 54957**

C. CALL TO ORDER

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

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

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

E. REPORT OUT OF CLOSED SESSION

F. CEREMONIAL MATTERS

F.1. [19-542](#) SUBJECT: Proclamation - Constitution Week

REPORT IN BRIEF

Received by a representative of the Daughters of the American Revolution the Merced River Chapter.

G. WRITTEN PETITIONS AND COMMUNICATIONS

H. ORAL COMMUNICATIONS

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

I. CONSENT CALENDAR

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

I.1. [19-488](#) SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

Ordinances and Resolutions which appear on the public agenda shall be

determined to have been read by title and a summary title may be read with further reading waived.

RECOMMENDATION

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

I.2. [19-515](#)

SUBJECT: Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of August 19, 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 August 19, 2019.

I.3. [19-547](#)

SUBJECT: Approval of Recreation and Parks Commission's Recommendation to Grant a Request by the Merced County NAACP for the Co-Sponsored Rental Rate for the Merced Senior Community Center on October 12, 2019 for its Annual Freedom Fund Banquet

REPORT IN BRIEF

Considers approving the Recreation and Parks Commission's recommendation to approve a request for the co-sponsored rate for the rental of the Merced Senior Community Center by the Merced County NAACP to hold its annual Freedom Fund Banquet on October 12, 2019.

RECOMMENDATION

City Council - Adopt a motion approving the Recreation and Parks Commission's recommendation to rent the Merced Senior Community Center to the Merced County NAACP on October 12, 2019, at the co-sponsored rental rate.

I.4. [19-523](#)

SUBJECT: Approval of 2020 Cafeteria Plan Renewal Regarding Employees' and Retirees' Health and Welfare Benefits Including Medical, Dental, Vision, Disability, Life and Flexible Spending

REPORT IN BRIEF

Considers approving the renewal of the 2020 Cafeteria Plan regarding employees' and retirees' health and welfare benefits.

RECOMMENDATION

City Council - Adopt a motion approving the employees' health and welfare benefits cafeteria plan renewal for calendar year 2020 and authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

I.5. [19-485](#)

SUBJECT: Approval of an Agricultural Ground Lease Between the City of Merced and Fagundes Dairy for Use of Approximately Thirty-Five (35) Acres in and Around the Merced Airport Industrial Park with Rent Starting at \$ 5,250.00 per Year for a Term of Three (3) Years, with Annual Extensions by Mutual Agreement of Both Parties

REPORT IN BRIEF

Considers a lease agreement (3-year term with annual extensions by mutual agreement of the parties) with Fagundes Dairy for use of approximately thirty-five (35) acres located in and around the Merced Airport Industrial Park.

RECOMMENDATION

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

I.6. [19-521](#)

SUBJECT: Approval of Agreement with the Merced Main Street Association for \$65,000 for Services and the Administration of the Downtown Business Improvement Area for Fiscal Year 2019-2020

REPORT IN BRIEF

Considers approving an agreement between the City of Merced and the Merced Main Street Association for \$65,000 to provide services to the Downtown Business Improvement Area during Fiscal Year 2019-2020 to include oversight for the planning and execution of the quarterly Merced Art Hop events and the administration of the Downtown Christmas Parade.

RECOMMENDATION

City Council - Adopt a motion approving the agreement with the Merced Main Street Association for Downtown Services for 2019-2020 in the amount of \$65,000.00, and authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

I.7. [19-507](#)

SUBJECT: Approval of a Finding of Public Convenience or Necessity for the New Arco AMPM to be Located at 3297 Santa Fe Avenue

(Land Use Determination #19-02)

REPORT IN BRIEF

Provides options for the City Council to consider making a Finding of Public Convenience or Necessity (PCN), as required by the Department of Alcoholic Beverage Control (ABC), to issue a Type 20 alcohol license (off-sale general allowing the sale of beer and wine) for the new Arco AMPM to be located at 3297 Santa Fe Avenue.

RECOMMENDATION

City Council - Adopt a motion approving the Finding of Public Convenience or Necessity to allow Arco AMPM, to be located at 3297 Santa Fe Avenue, to obtain a Type 20 ABC license for off-sale general allowing the sale of beer and wine (Option #1 as shown in the "Council Action" section of this Administrative Report).

I.8. [19-517](#)

SUBJECT: Approval of Street Closure Request #19-14 by the Merced County Office of Education to Host the 18th Annual Lights on After School Event, on Thursday, October 24, 2019, From 1:30 p.m. to 10:00 p.m. on W. Main Street Between M and K Streets, Canal Street Between W. Main and W. 18th Streets, and K Street Between W. 18th and W. Main Streets

REPORT IN BRIEF

Considers approving a request by the Merced County Office of Education for the closure and use of City streets for the 18th Annual Lights on After School event. The request seeks the approval to close W. Main Street (between M and K Streets), Canal Street (between W. Main and W. 18th Streets), and K Street (between W. 18th and W. Main Streets), but keeping the intersection open to allow westbound traffic along Main Street to move southbound on K Street and northbound traffic on K Street to move eastbound on Main Street. The event is proposed on Thursday, October 24, 2019, from 1:30 p.m. to 10:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of W. Main Street between M and K Streets, Canal Street between W. Main and W. 18th Streets, and K Street between W. 18th and W. Main Streets (but keeping the intersection open to allow westbound traffic along Main Street to move southbound on K Street and northbound traffic on K Street to move eastbound on Main Street), on Thursday, October 24, 2019, from 1:30 p.m. to 10:00 p.m., subject to the details and conditions outlined in the

administrative staff report.

- I.9. [19-494](#) **SUBJECT:** Approval of the First Amendment to Community Facilities Districts (CFD) Administration Contract with Goodwin Consulting Group, Inc. to Add an Additional Term from November 2, 2019 to November 3, 2022 at the Rates Set Forth on Exhibit 2 to the Amendment

REPORT IN BRIEF

Considers renewing the Community Facilities Districts (CFD) Administration Services Contract with Goodwin Consulting Group, Inc. for additional three year term.

RECOMMENDATION

City Council - Adopt a motion approving the first amendment to Community Facilities Districts (CFD) Administration Services Contract with Goodwin Consulting Group, Inc., and authorizing the City Manager or the Assistant City Manager to sign the necessary documents.

- I.10. [19-496](#) **SUBJECT:** Adoption of Resolution Approving an Update to the City's Investment Policy Which Includes Modifications Related to Authorized and Suitable Investments and Prohibited Investment Vehicles and Practices

REPORT IN BRIEF

Considers approving an update to the City's Investment Policy.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2019-58**, a Resolution of the City Council of the City of Merced, California, adopting Investment Policy.

- I.11. [19-512](#) **SUBJECT:** Approval of Consultant Agreements to Assist with Community Facility District 2006-1 Moraga Bonds Refinancing Including the Following Items: Fieldman, Rolapp & Associates (Financial Advisor), Norton, Rose, Fulbright (Bond Counsel and Disclosure Counsel), Goodwin Consulting Group (Special Tax Consultant), Brandis, Tallman LLC (Underwriter)

REPORT IN BRIEF

Requesting approval for refinancing Moraga Community Facility District Special Revenue Bonds and approval for financial advisor, bond counsel, disclosure counsel, special tax consultant and underwriter.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving the following consultants for the refinancing:
1. For financial advisor, the firm of Fieldman, Rolapp & Associates of Irvine, CA. with Anna Sarabian as the principal on the project; and,
 2. For bond counsel, the firm of Norton Rose Fulbright of Los Angeles, CA with Maryann Goodkind as the principal on the project. Norton Rose Fulbright served as disclosure counsel on bond deals for the City of Merced; and,
 3. For disclosure counsel, the firm of Norton Rose Fulbright of Los Angeles, CA with Maryann Goodkind as the principal on the project. Ms. Goodkind served as disclosure counsel on the original issues; and,
 4. For special tax consultant, the firm of Goodwin Consulting Group of Sacramento, CA with Dave Freudenberger as the principal on the project. Goodwin Consulting Group administers the current debt on Moraga; and,
 5. For underwriter, the firm of Brandis Tallman LLC of San Francisco, CA with Rick Brandis as the principal on the project. Brandis Tallman LLC has underwritten several bond issues for the City with the latest being the refinancing of Bellevue Ranch West CFD Bonds in March 2018; and,
- B. Authorizing the City Manager or the Assistant City Manager to execute the necessary documents; and,
- C. Authorizing the Finance Officer to make necessary budget adjustments.

I.12. [19-229](#)

SUBJECT: Award of Bid and Approval of Construction Contract With Clark Bros., Inc. for Well No. 20 Pump Station Construction, Project No. 107033, in the Amount of \$3,560,215

REPORT IN BRIEF

Considers awarding a contract in the amount of \$3,560,215 to Clark Bros., Inc. to perform the pump station construction for the new water supply Well No. 20 at the Intersection of Tyler Road and Mission Avenue.

RECOMMENDATION

City Council - Adopt a motion awarding the bid for the Well No. 20 Pump Station Construction, Project 107033, to Clark Bros., Inc., in the amount of \$3,560,215; and, authorizing the City Manager or the Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

I.13. [19-498](#)

SUBJECT: Award of Bid and Approval of Construction Contract with VSS International, Inc., in the Amount of \$296,000 for Re-Bid of SB1 Funded Project for Slurry Seal at Various Locations (Merced Avenue from Motel Dr to Parsons Ave; Canal Street from Childs Ave to 16th St; 26th Street from M St to G St; and El Portal Drive from G St to Joerg Ave), Project No. 119064

REPORT IN BRIEF

Consider awarding a construction contract in the amount of \$296,000.00, funded by SB1, for City Project No. 119064 Slurry Seal Project at Various Locations (Merced Avenue from Motel Dr to Parsons Ave; Canal Street from Childs Ave to 16th St; 26th Street from M St to G St; and El Portal Drive from G St to Joerg Ave).

RECOMMENDATION

City Council - Adopt a motion awarding the slurry seal at various locations, Project 119064, to VSS International, Inc, in the amount of \$296,000.00 and authorizing the City Manager or the Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

I.14. [19-519](#)

SUBJECT: Award of Bid and Approval of Construction Contract with Agee Construction Corporation, in the Amount of \$1,041,104 for the M and Main Street Resurfacing Project funded by Measure V and Regional Surface Transportation Program (RSTP)

REPORT IN BRIEF

Consider awarding a construction contract to Agee Construction Corporation in the amount of \$1,041,104, funded by Measure V and RSTP, for the M and Main Streets Resurfacing Project.

RECOMMENDATION

City Council - Adopt a motion:

A. Awarding the M and Main Streets Resurfacing Project 119002 to Agee Construction Corporation, in the amount of \$1,041,104.00; and,

B. Authorizing the City Manager or the Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

I.15. [19-465](#)

SUBJECT: Authorization to Accept \$80,000 in Grant Funds from the California Office of Traffic Safety to Conduct DUI Checkpoints, DUI Saturation Patrols, Distracted Driving Enforcement, Pedestrian/Bicycle Enforcement, Seat Belt Enforcement, Motorcycle Safety Enforcement, Traffic Safety Enforcement, Along with Conducting Assemblies for Middle Schools, and Purchasing Children Bicycle Helmets as Part of the 2019 California Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant

REPORT IN BRIEF

Considers accepting grant funding from the California Office of Traffic Safety offered to the Merced Police Department in the amount of \$80,000 from the Selective Traffic Enforcement Program (STEP) Grant to conduct DUI Checkpoints, DUI Saturation Patrols, Distracted Driving Enforcement, Pedestrian/Bicycle Enforcement, Seat Belt Enforcement, Motorcycle Safety Enforcement, Traffic Safety Enforcement, along with conducting assemblies for middle schools, and purchasing children bicycle helmets.

RECOMMENDATION

City Council - Adopt a motion:

- A. Accepting the grant and increasing the revenue budget in account 035-1016-324.01-02 by \$80,000; and,
- B. Appropriating the same to Fund 035-Police Office of Traffic Safety Grant Fund; and,
- C. Approving the use of pooled cash until reimbursement from the grant is received; and,
- D. Authorizing the City Manager to execute the necessary documents.

I.16. [19-468](#)

SUBJECT: Acceptance and Appropriation of Grant Funding in the Amount of \$5,000 from the BNSF Railway Foundation to Assist with Communication Needs of the Police Department

REPORT IN BRIEF

Considers accepting and appropriating grant funding in the amount of \$5,000 from the BNSF Railway Foundation to assist with communication

needs of the Police Department.

RECOMMENDATION

City Council - Adopt a motion accepting grant funds from the BNSF Railway Foundation and increasing revenue in account 001-1001-360.02-01 project 240004 in the amount of \$5,000 and appropriating the same to account 001-1001-522.29-00 project 240004.

I.17. [19-497](#)

SUBJECT: Approval of Street Closure Request Submitted by Danielle Hullana for the 2019 Central California Band Review on November 9, 2019 From 6:00 A.M. Until 3:30 P.M.

REPORT IN BRIEF

Consider allowing the use of City streets on November 9, 2019 for the Central California Band Review.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of Parsons Avenue, from Merced Avenue to Dinkey Creek; Dinkey Creek, from Parsons Avenue to Watertown Drive; Watertown Drive, from Dinkey Creek to East Childs Avenue; and East Childs Avenue, from Coffee Street to Carol Avenue, as requested by Golden Valley High School Band Boosters Coordinator Danielle Hullana for the 2019 Central California Band Review scheduled Saturday, November 9, 2019. The street closures will be between 6:00 a.m. and 3:30 p.m.; subject to the conditions of the administrative staff report.

I.18. [19-499](#)

SUBJECT: Approval of Street Closure Request for East Main Street, West Main Street, Canal Street, 18th Street and "O" Street Submitted by Ricky Pal for the 2019 Veterans Day Parade on November 11, 2019 From 11:00 A.M. Until 4:00 P.M.

REPORT IN BRIEF

Considers allowing the use of City streets on November 11, 2019 for the Veteran's Day Parade.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of East Main Street, from "Calimyrna Avenue to G" Street; West Main Street, from "G" to Canal Streets; Canal Street from W. Main Street to West 18th Street; West 18th Street from Canal Street to "O" Street and "O" Street, from W. 18th Street to 20th Street as requested by Ricky Pal, Merced County Veterans Services for the 2019 Veterans Day Parade on Monday, November 11,

2019.

J. PUBLIC HEARINGS

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

- J.1. [19-513](#) **SUBJECT:** Public Hearing and Potential Introduction of Ordinance Amending Section 9.08.020 Regarding Cardrooms and Amending CUP #1216, Merced Poker Room, and CUP #1219, Poker Flats Casino (AKA Golden Valley Casino) to Reflect the Number of Card Tables Allowed Pursuant to State Regulations

REPORT IN BRIEF

Considers the introduction of an Ordinance amending the number of card tables allowed within the City of Merced from sixteen (16) to twelve (12) in compliance with state regulations.

RECOMMENDATION

City Council - Adopt a motion introducing **Ordinance 2503**, an Ordinance of the City Council of the City of Merced, California, amending Section 9.08.020 "Cardrooms," of the Merced Municipal Code.

- J.2. [19-439](#) **SUBJECT:** Public Hearing and Adoption of Resolution Approving the Consolidated Annual Performance and Evaluation Report for Program Year 2018 - 2019

REPORT IN BRIEF

Review and approve Housing Division activities as reported in the 2018-2019 Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2019-60**, a Resolution of the City Council of the City of Merced, California, approving the 2018-2019 Program Year Consolidated Annual Performance and Evaluation Report; and,

B. Authorizing the City Manager or the Assistant City Manager to execute and, if necessary, make minor modifications to, the above-referenced

items and all associated documents as attached to this report; and,

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

K. REPORTS

K.1. [19-554](#)

SUBJECT: Update on Emergency Medical Service (EMS) Program and Request for Approval to Implement a Rescue Paramedic Program

REPORT IN BRIEF

Provide City Council with an update on Emergency Medical Services (EMS) and obtain approval implementing a Rescue Paramedic program within the City of Merced.

RECOMMENDATION

City Council - Adopt a motion:

A. Authorizing the City of Merced Fire Department to implement a rescue paramedic program; and,

B. Authorizing the City of Merced Fire Department to continue to advance the EMS service levels as needed; and,

C. Authorizing the City Manager or the Assistant City Manager to sign the necessary documents.

L. BUSINESS

L.1. [19-558](#)

SUBJECT: City Council Response to the Civil Grand Jury Report Regarding the Policy Related to and the Use of City Hall Facilities

REPORT IN BRIEF

City Council Response to the Civil Grand Jury Report Regarding the Policy Related to and the Use of City Hall Facilities.

RECOMMENDATION

City Council - Adopt a motion approving the response to the Grand Jury Investigation regarding the Policy Related to and the Use of the Merced City Hall Facilities and authorizing submittal of the response to the Presiding Judge of the Merced County Superior Court by the Mayor.

L.2. [19-535](#)

SUBJECT: Council Member Serratto's Request to Discuss a Neighborhood Improvement Project for the Loughborough

Neighborhood

REPORT IN BRIEF

Council Member Serratto's request to discuss a neighborhood improvement project for the Loughborough neighborhood pursuant to City Council Administrative Policies and Procedures C-1.

RECOMMENDATION

It is requested Council give staff direction on this item.

L.3. [19-490](#)

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.

L.4. [19-491](#)

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.

M. ADJOURNMENT



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item B.1.

Meeting Date: 9/16/2019

SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: City Attorney; Authority: Government Code Section 54957



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item F.1.

Meeting Date: 9/16/2019

SUBJECT: Proclamation - Constitution Week

REPORT IN BRIEF

Received by a representative of the Daughters of the American Revolution the Merced River Chapter.

ATTACHMENTS

1. Constitution Week Proclamation



Proclamation

WHEREAS, September 17, 2019 marks the 232st anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebration which will commemorate this occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, MIKE MURPHY, Mayor of the City of Merced, do hereby proclaim September 17 – 23, 2019 as Constitution Week in the City of Merced, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Signed this 16th day of September, 2019.

Mike Murphy, Mayor of Merced



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item I.1.

Meeting Date: 9/16/2019

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.



ADMINISTRATIVE REPORT

Agenda Item I.2.

Meeting Date: 9/16/2019

SUBJECT: Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of August 19, 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 August 19, 2019.

ALTERNATIVES

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

ATTACHMENTS

1. Minutes of August 19, 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, August 19, 2019

6:00 PM

A. CALL TO ORDER

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

A.1. Pledge of Allegiance to the Flag

Mayor Pro Tempore MARTINEZ led the Pledge of Allegiance to the Flag.

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

The invocation was delivered by Maggie FUENTES, Chaplain of the Merced Police Department.

B. 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 Fernando Echevarria

Absent: 1 - Council Member Delray Shelton

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

The Clerk's Office received a letter from Sean MARCINIAK at Miller Star Regalia and James ARDAIZ regarding item E.8. Adoption of Resolution Denying the Appeal of the Planning Commission Decision to Grant a One Year Extension to Bright Development for Vesting Tentative Subdivision Map #1291 copies were placed at the dais and are available in the Clerk's Office.

D. ORAL COMMUNICATIONS

Frances HOYT, Merced - spoke on the conditions of the housing on Emde

Lane.

Sharon HOFFMANN, Mariposa - spoke on the Truth Act.

Mercedes PIREDA, ICE Out of Merced Coalition, Merced - spoke on ICE and the Truth Act.

Alejandro J, ICE Out of Merced Coalition, Merced - spoke on ICE and the Truth Act.

Josue Moises VAZQUEZ RAMIREZ, Merced - spoke on ICE and the Truth Act.

Nathan MANN, Merced - spoke on ICE and the Truth Act.

Emily MORAN, Merced - spoke on the Truth Act and Police and Community Relations.

Jazz DIAZ, Merced - spoke in support on the Truth Act and transparency within the City and the Police Department.

Jeremy MUMFORD, Merced - spoke in support of the Truth Act.

Ana Maria TABRAN, Merced - spoke in support of the Truth Act.

Tanya GOLOSH BOZE, Merced - spoke in support of the Truth Act and asked for transparency with the City and the Police Department.

Fernando AGUILERA, Merced - spoke on a letter that was sent regarding equity in the City and requested to meet with Council to discuss the items in the letter.

Ejpi SANDOVAL, Kerman - spoke on democracy.

Allen BROOKS, Merced - spoke on a letter that was sent from the NAACP regarding equity in the City.

Patricia RAMOS-ANDERSON, Merced - spoke on meaningful civic engagement, transparency, and City equity.

Gloria SANDOVAL, Merced - spoke on immigration, transparency, and Police training on the Truth Act.

Cheryl FULLERTON, Merced - spoke on the Truth Act and immigration.

Christine MEEUSER, Merced - spoke on the Truth Act and immigration.

John CORDOZA, Merced - spoke on the trash and blighted areas in the City. He also spoke on the homeless issue.

Blanca OJEDA, Merced - spoke in support for the Truth Act. She also asked for more transparency and accountability from the Police Department.

Salvador SANDOVAL, Merced - spoke on the Truth Act and immigration.

E. CONSENT CALENDAR

No items were pulled from the Consent Calendar.

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 Echevarria

No: 0

Absent: 1 - Council Member Shelton

E.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.

E.2. **SUBJECT: Information Only-Site Plan Review Committee Meeting Minutes of June 20, 2019**

RECOMMENDATION

For information only.

This Consent Item was approved.

E.3.

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.

This Consent Item was approved.

E.4.

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.

This Consent Item was approved.

E.5.

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.

This Consent Item was approved.

E.6.

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.

This Consent Item was approved.

E.7.

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.

This Consent Item was approved.

E.8.

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.

This Consent Item was approved.

E.9.

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.

This Consent Item was approved.

F. PUBLIC HEARINGS

F.1.

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)

Associate Planner Francisco MENDOZA gave a slide show presentation on the Abandonment of a Storm Drainage Easement and Street Light Easement on 1368 Griffin Street (Vacation #19-03).

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

Jose MORALES, Merced - spoke on the easement that runs through the middle of his property and requested Council approve the vacation of the easement.

Mayor MURPHY closed the Public Hearing at 6:55 PM.

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 Echevarria

No: 0

Absent: 1 - Council Member Shelton

G. REPORTS

G.1. 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.

Director of Economic Development Frank QUINTERO gave a slide show presentation on an Overview of Opportunity Zones.

Council and Mr. QUINTERO discussed how projects get funded, tax benefits, Enhanced Infrastructure Financing Districts, opportunity zones in the City, and the nation wide use of opportunity zones. They also spoke on

investor response to opportunity zones.

Clerk's Note: No formal vote was taken, this item was information-only.

H. BUSINESS

H.1. **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.

Council Member MCLEOD requested to add an item on environmental policies for the second meeting in October.

H.2. **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.

Council Member SERRATTO reported on attending the Merced Playhouse Gala event, the UC Merced 2020 event, the National Night Out event, and meeting with residents in the Loughborough neighborhood.

Council Member MCLEOD reported on attending the Merced Playhouse Gala event.

Mayor Pro Tempore MARTINEZ reported on attending the District 1 Town Hall meeting, the Arts and Culture Advisory Commission meeting, and the Citizens Charter Advisory Committee meeting. He also spoke on the Marci STEINBERG plaque dedication.

Council Member ECHEVARRIA reported on attending the grand re-opening of El Palmar Taqueria.

Mayor MURPHY reported on attending the National Night Out event, meeting with the State Transportation Agency, meeting in Mountain View, touring the 2020 UC Merced Project Buildings, meeting with the Boy Scouts, and the Merced Playhouse Gala event.

I. ADJOURNMENT

Clerk's Note: The Regular Meeting adjourned at 7:26 PM.

A motion was made by Council Member McLeod, seconded by Council Member Blake, 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 Echevarria

No: 0

Absent: 1 - Council Member Shelton



ADMINISTRATIVE REPORT

Agenda Item I.3.

Meeting Date: 9/16/2019

Report Prepared by: Michelle Reid, Recreation Supervisor

SUBJECT: Approval of Recreation and Parks Commission's Recommendation to Grant a Request by the Merced County NAACP for the Co-Sponsored Rental Rate for the Merced Senior Community Center on October 12, 2019 for its Annual Freedom Fund Banquet

REPORT IN BRIEF

Considers approving the Recreation and Parks Commission's recommendation to approve a request for the co-sponsored rate for the rental of the Merced Senior Community Center by the Merced County NAACP to hold its annual Freedom Fund Banquet on October 12, 2019.

RECOMMENDATION

City Council - Adopt a motion approving the Recreation and Parks Commission's recommendation to rent the Merced Senior Community Center to the Merced County NAACP on October 12, 2019, at the co-sponsored rental rate.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2019-20 Adopted Budget.

DISCUSSION

The Parks and Recreation Department received a request from the Merced County NAACP to use the Merced Senior Community Center at the co-sponsored rate on Saturday, October 12, 2019 from 5:00 PM to 10:00 PM. They will be holding their annual fundraiser banquet to raise funds for the 501c4 non-profit organization. The Merced County NAACP is requesting co-sponsorship of additional two hours for set up. Seven total hours have been requested for co-sponsorship of the event.

The Merced Senior Community Center is available during the requested time and there will be no interference with regularly scheduled senior programs. There is an established co-sponsorship rate for use of the Senior Center, which requires City Council approval. By charging the co-sponsored rate, the City will recoup all expenses for hosting the event at our facility. The Merced County NAACP will be required to provide liability insurance regardless of which fees are approved.

The regular and co-sponsored rates for this type of event are as follows:

<u>Regular Rate:</u>	<u>Co-Sponsored Rate:</u>
\$300 refundable deposit	\$0 refundable deposit on file
\$875 hourly rate (\$125 per hour)	\$280 staff charge (\$40 per hour)
\$100 set up fee	\$0 (set-up fee waived)
\$366 cleaning fee	\$45 maintenance fee
<hr/> Total = \$1,641	<hr/> Total = \$325

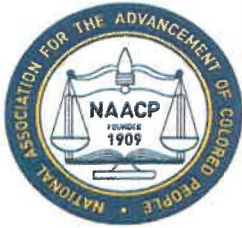
Staff has reviewed the application and see the event as a worthy cause and recommend approving the request.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed

ATTACHMENTS

1. NAACP Letter of Request
2. Event Flyer
3. Co-sponsorship Application



MERCED COUNTY NAACP BRANCH 1047

P.O. Box 1107
Merced CA 95341
(209) 354-6168
www.mercednaacp.org

August 20, 2019

City of Merced
Merced Parks & Recreation
678 W. 18th Street
Merced CA 95340

RE: Co-sponsorship Merced County NAACP Freedom Fund Banquet

Dear Sirs:

Merced County NAACP's 58th Freedom Fund Banquet is scheduled for October 12, 2019 at the Merced Senior Community Center, 755 W. 15th Street, Merced, CA. We are requesting the City of Merced co-sponsor the event.

Our experience using this facility in the past has worked well for the banquet. We are requesting these facilities for October 12, 2019 from 5:00 PM to approximately 10:00 PM. We will be providing insurance as well as the needed security for the event.

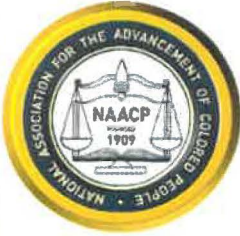
The Annual Freedom Fund Banquet is a fund raiser directed under the guidance of National Branch of the NAACP for raising monies for its non-profit organization. The NAACP is a 501(c)(4) non-profit organization.

The NAACP was founded in 1909 in New York City by a group of citizens fighting for social justice to ensure a society in which all individuals have equal rights and there is no racial hatred or racial discrimination. Previous Freedom Fund Banquets have been a huge success and at this event we are celebrating the 110th year in existence. This year's banquet is also the 58th Annual Freedom Fund Banquet for the Merced Branch of the NAACP.

We would appreciate co-sponsorship of this event as we continue working together for the progressive growth of our community. The sponsorship moreover sends a strong message of support, caring and encouragement for all citizens of Merced County.

Sincerely,

Kenneth Roberts
Co-Chairman, Freedom Fund Banquet



MERCED COUNTY NAACP BRANCH 1047

58th Annual Freedom Fund Banquet Saturday, October 12, 2019

**“Knowledge Speaks With Education.
Wisdom Speaks with Experience”**

Prit Lila Dabar

**Merced Senior Community Center
755 W. 15th Street, Merced CA**

**Keynote Speaker: Annissa Fragoso
*Merced Hispanic Chamber***

**6:00 PM Social Hour
7:00 PM Program/Dinner**

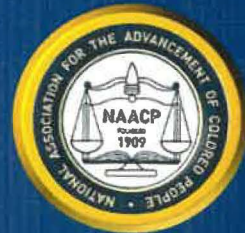
**SILENT
DESSERT AUCTION**
(Proceeds for Scholarships)

**Dinner Tickets \$50.00 each
(No Tickets Sold At Door)**

**For further information or
to purchase tickets, please call:**

Jerome Rasberry, Jr: (209) 354-6168

Ken Roberts: (209) 761-6869



City of Merced Parks and Community Services

***On Call (209) 564-9103**

632 W 18th Street
Merced, CA 95340

For Rental Problems

(209) 385-6855 fax (209) 726-5327

APPLICATION AND AGREEMENT FOR USE OF FACILITIES

Applicant's Name: KENNETH ROBERTS	Address: PO BOX 1107	City: MERCED	Zip Code: 95341
Name of Organization: MERCED COUNTY NAACP		Day Phone (Area Code):	Evening Phone (Area Code):
Room to be reserved - Please Circle: <div style="display: flex; justify-content: space-around;"> Sam Pipes Conference Room Merced Community Senior Center </div>			

Nature of Event: Annual Banquet	Event Date: 10/13/19	Time: 3:00 PM TO 10:00 PM	Estimated Attendance Adults Minors Total 200
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Public Event? Yes No Event used to raise money? Yes No Admission Charged? Yes No	Equipment Requirements: <ul style="list-style-type: none"> <input type="checkbox"/> Chairs - Theatre Style <input type="checkbox"/> Chairs and Tables – Classroom Style <input type="checkbox"/> Chairs and Tables – Banquet Style with Dance Floor <input type="checkbox"/> Stage <input type="checkbox"/> Kitchen Facilities <input type="checkbox"/> Portable Coffee Maker(s) <input type="checkbox"/> P.A. System <input type="checkbox"/> U.S. Flag <input type="checkbox"/> California Flag <p>Other: <u>Event time is 5:00 PM to 10:00 PM. Renter has to requested co-sponsorship time of 3:00 PM to 10:00 PM to include additional set up time. Renter to receive standard of one hour (set up) before and one hour after (cleanup) at no cost. Total use time is 9 hours.</u></p>
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CO-SPONSORSHIP RENTAL FEES

APPLICANT'S AGREEMENT

I have read this agreement and accept the facility for which this application is made in an "AS IS" condition. In consideration of the minimal fees paid for use of the facility, the applicant is to indemnify, defend and hold harmless the City of Merced, its officers, officials, employees, agents, and volunteers ("City and City Personnel") from all actions, liabilities, claims, damages to persons or property, losses, costs, penalties, obligations, errors, or omissions that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the activities conducted by the applicant, whether or not there is concurrent passive or negligence on the part of City or City Personnel.

NOTICE TO APPLICANT:

All rentals must be cancelled no later than 2 weeks before the event date, except the **Senior Center, which must be cancelled at least 30 days before the event.** A "Refund Appeal" must be filled out when requesting a refund and may be subject to a 25% assessment fee for administrative costs. Failure to do so will result in forfeiture of deposit and all rental fees.

Signed _____ Date _____

<p align="center">-OFFICE USE ONLY-</p> <p><u>FEES</u></p> <p>Contracted Hours \$ <u>7</u> @ \$ <u>40</u> = \$ <u>280.00</u></p> <p>Deposit (refundable) \$ <u>ON FILE</u></p> <p>Set-up Fee \$ _____</p> <p>Kitchen Fee \$ _____</p> <p>Cleaning Fee \$ <u>45.00</u></p> <p>TOTAL \$ <u>325.00</u> 33</p>	<p><u>Department Authorized Signature:</u></p> <p>_____ Date: _____</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p><input type="checkbox"/> Set up Diagram (at least 2 weeks prior to event if applicable)</p> <p><input type="checkbox"/> Certificate of Insurance in compliance with City of Merced.</p> <p><input type="checkbox"/> Contracted Security/Dance Permit</p> <p><input type="checkbox"/> ABC License (if liquor is to be sold)</p> <p><input type="checkbox"/> Added to Computer By: _____</p> <p>Please make check payable to <u>City of Merced.</u> Returned checks will result in cancellation of event and/or additional charges.</p>
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ADMINISTRATIVE REPORT

Agenda Item I.4.

Meeting Date: 9/16/2019

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

SUBJECT: Approval of 2020 Cafeteria Plan Renewal Regarding Employees' and Retirees' Health and Welfare Benefits Including Medical, Dental, Vision, Disability, Life and Flexible Spending

REPORT IN BRIEF

Considers approving the renewal of the 2020 Cafeteria Plan regarding employees' and retirees' health and welfare benefits.

RECOMMENDATION

City Council - Adopt a motion approving the employees' health and welfare benefits cafeteria plan renewal for calendar year 2020 and authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

ALTERNATIVES

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

AUTHORITY

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

CITY COUNCIL PRIORITIES

As provided for in the 2019-20 Adopted Budget.

DISCUSSION

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

History and Past Actions

The Employee Benefits Committee (Committee) met with Alliant Insurance Services (broker of record) on August 19, 2019 to review group benefits. The informational meeting was held to bring the Committee up to date with benefit plan offerings and to review premium renewal for medical coverage as well as review annual premium summary for all lines of benefit coverage for plan year 2020.

The Committee was encouraged to speak with their respective units and respond with a recommendation. Both staff and the Employee Benefits Committee are recommending no plan design changes and acceptance of annual premium renewal for all lines of coverage for plan year 2020.

Description

Major Medical Plan

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

The major medical plan received a 2.8% rate increase for plan year 2020. The increase in premium no longer includes requirements for reinsurance fees posed by the ACA to stabilize premium coverage in the individual market and lower the effects of adverse selection for insurers.

Compared to the 2019 annual premium, the 2020 renewal for health insurance is expected to be a premium increase of \$241,344. The annual premium for health insurance will be \$8,740,812.

Retiree Group Medicare Advantage Plan

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

The major medical plan received a 3.9% rate increase for plan year 2020.

Compared to the 2019 annual premium, the 2020 renewal for the retiree group Medicare Advantage Plan is expected to be a premium increase of \$50,880. The annual premium for Medicare retiree health insurance will be \$1,106,640.

Flexible Spending Account (FSA)

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

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

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

Dental Plan

The dental plan with Delta Dental of California is provided through a self-funded dental program with CSAC EIA effective January 1, 2011. The program covers approximately 116 public agencies with more than an approximate total of 31,000 employees. The current core dental plan provides for benefits at 100% up to a maximum per patient amount of \$1,000 per plan year. The dental plan received a 1.4% rate decrease for plan year 2020. The rate decrease is based on a review of the City of Merced's group dental experience and projected changes in dental trend. There is not an expected plan design change for plan year 2020. The annual premium for dental insurance will be \$621,830.

Vision Plan

The vision benefit is provided through Vision Service Plan (VSP) effective July 1, 1998 and is a fully insured plan. The vision plan renewal had a two-year rate guarantee through December 31, 2019. The vision plan received a rate decrease of 3.2%; therefore, there is a decrease in premium. There is not an expected plan design change for plan year 2020. The annual premium for vision insurance will be \$81,041.

Disability Plan

The group disability plan is provided by VOYA (formally ING) through CSAC EIA effective March 1, 2011. The disability plan renewal has a three-year rate guarantee through December 31, 2020. The disability plan received a 1.1% rate increase for plan year 2020. The disability plan rate is based on the overall annual salary rate for employees. The increase is due to increased salaries as well as an increase in positions. There is not an expected plan design change for plan year 2020. The annual premium for group disability insurance is \$77,209.

Life Insurance

The group life insurance plan is provided by VOYA (formally ING) through CSAC EIA effective March 1, 2011. The life insurance plan renewal has a three-year rate guarantee through December 31, 2020. The life insurance plan received a 0.95% rate increase for plan year 2020. The life insurance plan rate is based on the overall annual salary rate for employees. The increase is due to increased salaries as well as an increase in positions. There is not an expected plan design change for plan year 2020. The annual premium for group life insurance is \$28,888.

IMPACT ON CITY RESOURCES

The 2020 Cafeteria Plan estimated benefit increases were anticipated as part of the FY 2019/20 Budget. No appropriation of funds is needed.



ADMINISTRATIVE REPORT

Agenda Item I.5.

Meeting Date: 9/16/2019

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

SUBJECT: Approval of an Agricultural Ground Lease Between the City of Merced and Fagundes Dairy for Use of Approximately Thirty-Five (35) Acres in and Around the Merced Airport Industrial Park with Rent Starting at \$ 5,250.00 per Year for a Term of Three (3) Years, with Annual Extensions by Mutual Agreement of Both Parties

REPORT IN BRIEF

Considers a lease agreement (3-year term with annual extensions by mutual agreement of the parties) with Fagundes Dairy for use of approximately thirty-five (35) acres located in and around the Merced Airport Industrial Park.

RECOMMENDATION

City Council - Adopt a motion approving the lease agreement between Fagundes Dairy 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

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

City of Merced adopted Budget Fiscal Year 2019-2020.

DISCUSSION

The City of Merced owns property north and south of the runway located at Merced Regional Airport. The property was acquired to protect the takeoff and landing flight lines at the Merced Regional Airport from dense or incompatible land uses, and is zoned as Restricted Agriculture, A-1-20. Other than agriculture, land uses such as residential, commercial, and industrial are restricted, which is consistent with the Merced Airport Master Plan.

The Merced Regional Airport has had an agricultural ground lease with Fagundes Dairy, a local ranching Family, for approximately 35 acres, currently farming alfalfa. Fagundes Dairy has indicated that they would like continue leasing the land from the City at the Airport they currently use, as described in Exhibit A of the proposed Lease (see Attachment 1).

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

Parties: Lessor: City of Merced
Lessee: Fagundes Dairy

Premises: The subject site is Thirty-Five (35) Acres of City-owned property located north of the Merced Regional Airport on Thornton Road. (See Exhibit A).

Term: Three (3) year lease with annual extension by agreement with both parties.

Tenant

Improvements: No tenant improvement allowance is included.

Utilities and Maintenance: Fagundes Dairy will be responsible for all utilities and maintenance for the premises. Lessee agrees to cut and remove all weeds each season and will take steps to control all pests and rodents as necessary.

ASSIGNMENT and SUBLETTING: Lessee is prohibited from assigning or subletting his interest in said premises.

IMPACT ON CITY RESOURCES

The rent revenue generated are deposited into the Airport Revenue Account 561-1303-352.03-05 and this rent revenue is included in the annual budget process.

ATTACHMENTS

1. Fagundes Dairy Lease Agreement

**AIRPORT LEASE
(Agricultural Use)**

THIS LEASE is made and entered into this _____ day of _____, 2019, by and between the CITY OF MERCED, a California charter municipal corporation, hereinafter called “Lessor,” and FAGUNDES DAIRY, a California General Partnership, hereinafter called “Lessee,” subject to the following terms and conditions:

1. **LEASED PREMISES.** For and in consideration of the payments, terms, conditions and covenants as hereinafter set forth, Lessor leases to Lessee and Lessee takes and hires from Lessor approximately thirty-five (35) acres in and around the Merced Airport Industrial Park, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, hereinafter the “Premises.”

2. **TERM.** The term of this Lease shall commence on the 1st day of August 2019, and shall continue for a period of three (3) years to and including July 31, 2022. Subject to the prior written consent and agreement by Lessor, which may be withheld at Lessor’s sole and absolute discretion, Lessee may have one (1) option to renew/extend the term of this Lease for three (3) years. Lessee shall provide Lessor with Lessee’s desire to renew no later than ninety (90) calendar days prior to the expiration of this Lease. If Lessee renews the Lease, then the rent shall be annually adjusted as specified in Section 3.

3. **RENT.** Lessee agrees to pay as rent to Lessor the sum of Five Thousand Two Hundred Fifty Dollars (\$5,250.00) per year for years one through three (the “base rental rate”) of the three (3) year term for the privilege of leasing the Premises. The rent shall be due and payable on or before August 1st of each year.

In the event that the renewal option is exercised, the rent shall continue to be payable on or before August 1st of each year as follows:

August 1, 2022 – July 31, 2023	\$5,355.00
August 1, 2023 – July 31, 2024	\$5,462.10
August 1, 2024 – July 31, 2025	\$5,571.34

4. **PURPOSE.** Lessee may use said Premises for agricultural purposes only, including, but not limited to, permanent pasture. Such use shall not interfere in any way with any airport activities. Whenever any activities of Lessor conflict with the activities of Lessee, Lessor shall have the right to use said Premises, subject only to reasonable notice being given to Lessee. Lessor shall have the right to enter on said Premises at all reasonable times for the purpose of inspection.

5. **CARE AND MAINTENANCE.** Lessee agrees to conduct his agricultural operation in a good and farmerlike manner, and to care for and maintain said Premises in a neat and clean condition at all times and will not commit or permit any waste upon said Premises and shall return the same at the end of the term, or sooner termination thereof, in the same condition as originally received, reasonable wear and tear excepted. Lessee also agrees to cut and remove all weeds on said Premises each season and to take steps to control all pests and rodents as necessary. Lessee agrees to comply with the new water quality regulations as outlined in Exhibit "B" attached hereto and incorporated herein by reference.

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

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

8. **CANCELLATION.** Lessor may terminate this Lease for any reason by giving Lessee thirty (30) days written notice of Lessor's intent to so terminate.

9. **DEFAULT.**

(a) In the event Lessee shall default in the payment of any sums when due hereunder, or shall default in the performance of any other covenant

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

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

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

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

10. **IMPROVEMENTS OR ALTERATIONS.** Any improvements or alterations of any kind whatsoever which Lessee desires to make shall not be made without first obtaining written permission of Lessor. Any such improvement or alteration shall become the property of Lessor upon termination of this Lease.

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

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

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

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

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

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

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

16. **ATTORNEY'S FEES.** In the event of any litigation between the parties to enforce, protect or establish any right or remedy under this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees.

17. **FEDERALLY MANDATED PROVISIONS.**

a. The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said Premises described in this Lease for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the

Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, national origin, ancestry, disability, sex, or religion shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, ancestry, disability, sex, or religion shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

c. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

d. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

e. Non-compliance with Provision d above shall constitute a material breach thereof and in the event of such non-compliance the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefore or at the election of the Lessor or the United States either or both said Governments shall have the right to judicially enforce Provisions.

f. Reserved.

g. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, ancestry, disability, sex, or religion be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR, Subpart E, to the same effect.

h. The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

i. The Lessor reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

j. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation, or maintenance of the airport.

k. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises herein Leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Merced Regional Airport.

l. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises, or in the event of any

planned modification or alteration of any present or future building or structure situated on the Premises.

m. The Lessee, by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder. In the event the aforesaid covenants are breached, the Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

n. The Lessee, by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Merced Regional Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the Lessee.

o. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

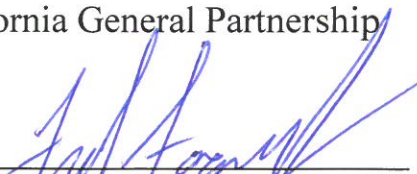
p. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.


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

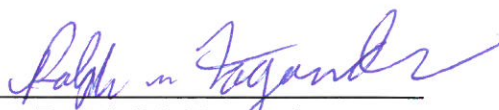
LESSOR:
CITY OF MERCED
A California Charter Municipal
Corporation

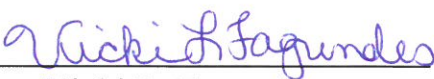
By: _____
City Manager

LESSEE:
FAGUNDES DAIRY,
A California General Partnership

BY: 
Fred Fagundes, Partner

BY: 
Lloyd Fagundes, Partner

BY: 
Ralph M. Fagundes
Trustee of the Family Trust
Agreement dated May 9, 2000,
Partner

BY: 
Vicki L. Fagundes
Trustee of the Family Trust
Agreement dated May 9, 2000,
Partner

Taxpayer I.D. No. 77-0303810

ADDRESS: P.O. Box 2717
Merced, CA 95344

1978 Business Parkway
Merced, CA 95348

TELEPHONE: 209-383-6046
FAX: 209-383-6042
E-MAIL: m.fagundes@fagundesdairy.com

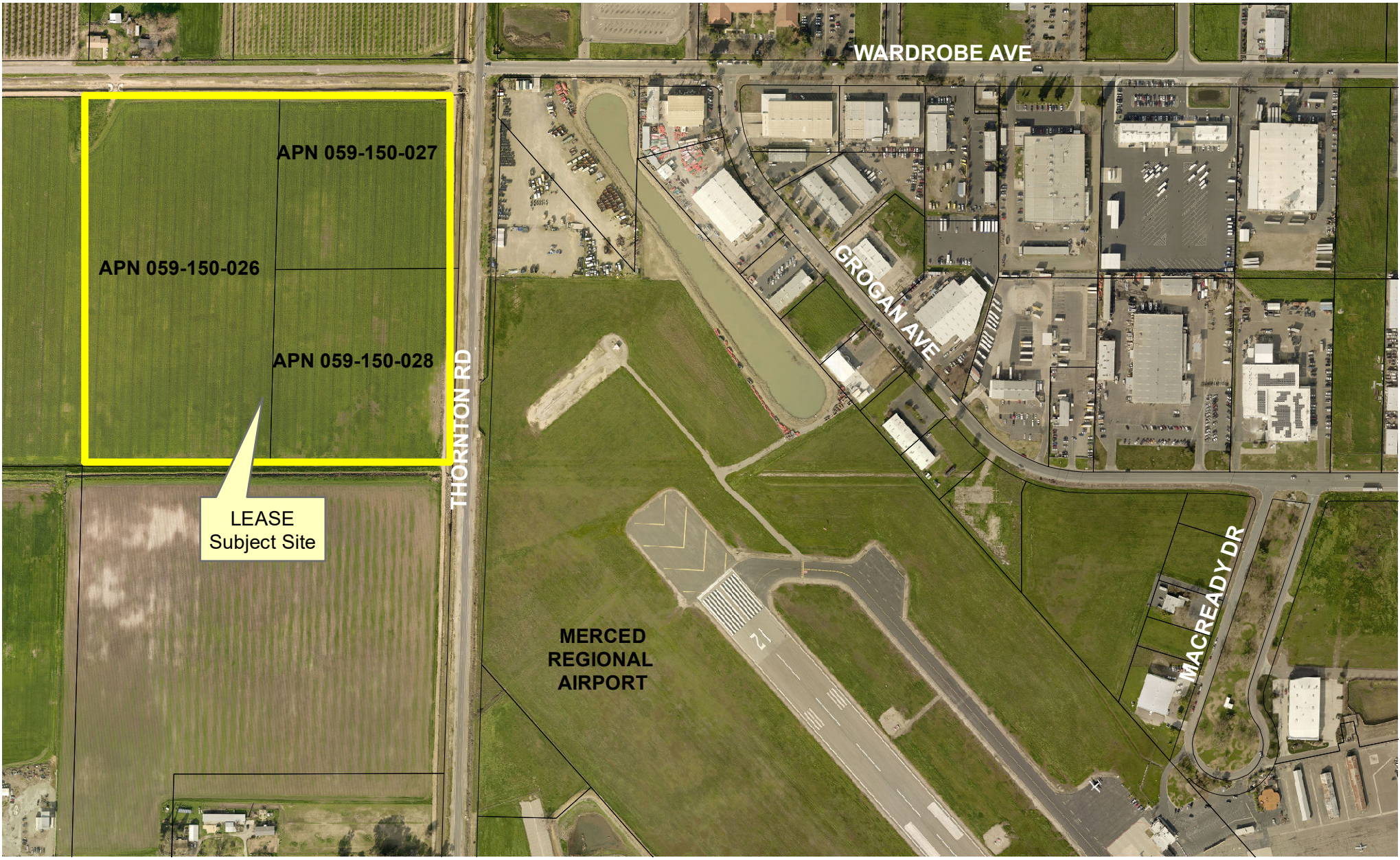


EXHIBIT A
City of Merced
Merced Regional Airport
Fagundes Dairy Lease Agreement
Subject Area





ADMINISTRATIVE REPORT

Agenda Item I.6.

Meeting Date: 9/16/2019

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

SUBJECT: Approval of Agreement with the Merced Main Street Association for \$65,000 for Services and the Administration of the Downtown Business Improvement Area for Fiscal Year 2019-2020

REPORT IN BRIEF

Considers approving an agreement between the City of Merced and the Merced Main Street Association for \$65,000 to provide services to the Downtown Business Improvement Area during Fiscal Year 2019-2020 to include oversight for the planning and execution of the quarterly Merced Art Hop events and the administration of the Downtown Christmas Parade.

RECOMMENDATION

City Council - Adopt a motion approving the agreement with the Merced Main Street Association for Downtown Services for 2019-2020 in the amount of \$65,000.00, 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 notifications as conditioned by Council; or,
3. Deny the requests completely; or
4. Refer back to staff for reconsideration of specific items as requested by Council; or,
5. Defer action until a specified date.

AUTHORITY

Charter of the City of Merced, Section 200, Merced Municipal Code Section 3.44.020.

CITY COUNCIL PRIORITIES

Downtown Fund 006-Partner and continue to coordinate with the Merced Main Street Association through the Professional Services Agreement.

DISCUSSION

Background

The Downtown Business Improvement Area is defined in Section 3.44.020 of the Merced Municipal Code is bound by "G" Street on the east, "V" Street on the west, Union Pacific Railroad tracks on the south, and the alley between 19th and 20th Streets on the north.

Merced Main Street Association (MMSA) has been in a service agreement with the City of Merced for the administration of Downtown Services since January 2015. Contracted responsibilities continue to be based on a RFP prepared by the City of Merced focusing on safety, security, cleanliness, maintenance, events, and securing National Main Street program certification.

Description

The Merced Main Street Association would like to continue serving as the contractor for the Downtown Improvement Fund for 2019-2020. The Merced Main Street Association Board, which is all volunteer, is committed to building on the progress they have made as an organization, focusing on how best to serve their Downtown business community. Merced Main Street Association is a non-profit organization operating pursuant to Section 501(c)(6) of the Internal Revenue Code, a member of the California Main Street Association and continuing to work on their National Main Street Association certification. They have an office in Downtown Merced in partnership with the Greater Merced Chamber of Commerce. In addition, they will be provide administration of the Downtown Christmas Parade and oversight of the quarterly Merced Art Hop events.

Key Deliverables/Milestones/Timelines

For FY 19-20, MMSA will continue to build upon the work they have accomplished and add to the areas they feel will best serve their core mission including: safety and security, maintenance, cleanliness, and events in the Downtown Area.

They will also support, or continue to support, the following downtown district efforts:

- Administration of the Merced Art Hop Funds for the fiscal year.
- Foster a partnership with the Downtown Neighborhood Association.
- Work towards a “Welcome to Merced” Arch in conjunction with the High Speed Railroad Station.
- Promote the Non/Certified Merced Farmer’s Market.
- Continue the Façade Grant for curb appeal improvements.
- Maintain the California Main Street Alliance program membership.
- Host Quarterly Membership Meetings
- Continue Celebrate Downtown program to underwrite groups who hold events in the downtown district to cover permitting fees incurred.
- Website Maintenance for MMSA.
- Design, Promotion, Organization and Economic Committees meet monthly.
- Continue to purchase Holiday decorations for the Downtown district.
- Printing and postage for mixers, events, school flyers and general correspondence.
- Continue Emergency Lighting Program
- Merced FEAST (Festival Engaging Agriculture Sustainability to the Table) Dinner and Concert in partnership with MCFM, Farm Bureau, California Women for Ag, Merced College, and UC Merced.

- Provide administration for the Downtown Christmas Parade.
- Maintain a MMSA Office in Downtown Merced.

<u>TASK</u>	<u>Allocation</u>
• Marketing	\$ 5,000.00
• Administrative	\$ 20,250.00
• Programs & Projects	\$ 22,750.00
• Membership	\$ 5,500.00
• Downtown Christmas Parade	\$ 3,500.00
• Merced Art Hop	<u>\$ 8,000.00</u>
• Total	\$ 65,000.00

IMPACT ON CITY RESOURCES

Funding is available within FY 19/20 Downtown Fund (006) budget. The General Fund is not used to pay for services provided through the Agreement.

ATTACHMENT

1. Merced Main Street Association Agreement for FY 19/20
2. MMSA Annual Report

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 Merced Main Street Association, a California Corporation, whose address of record is 510 West Main Street, Merced, California 95340-4701 (hereinafter referred to as "MMSA").

WHEREAS, the City has determined that services and administration to the Downtown Business Improvement Area ("DBIA"), oversight for the planning and execution of the quarterly Merced Art Hop events, and administration of the Downtown Christmas Parade are vital to the welfare of the community; and

WHEREAS, MMSA represents that it possesses the professional skills to provide services and administration to the DBIA on behalf of the City.

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

1. SCOPE OF SERVICES. MMSA shall furnish the services described in Exhibit "A" attached hereto.

No additional services shall be performed by MMSA unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Economic Development or his designee. However, the means by which the work is accomplished shall be the sole responsibility of MMSA. City acknowledges that MMSA is providing services to other entities in addition to the City. MMSA shall not make any commitments or representations on behalf of the City.

In carrying out the services for City, MMSA shall not discriminate against any business or provider of services within the City, such as restaurants, retail stores, banks and insurance agencies, etc., regardless of whether or not such provider of services is a member of MMSA. MMSA shall not make any oral or written statement that would discourage a reasonable person from making or pursuing any type of contractual relationship with any business or provider of services, nor shall MMSA solely recommend businesses, which are members of MMSA.

2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be performed between July 1, 2019 and June 30, 2020. By mutual agreement and written addendum to this Agreement, the City and the MMSA may change the requirements in said Schedule.

3. COMPENSATION. The City shall pay MMSA a total not to exceed Sixty-Five Thousand Dollars (\$65,000.00) in the following installments:

By August 2019	\$16,250.00
By December 2019	\$16,250.00
By March 2020	\$16,250.00
By May 2020	\$16,250.00

The City must receive invoices and financial reports for each installment from MMSA thirty (30) days prior to the payment date. The financial reports are to include balance sheets, profit and loss statements, check journals, and meeting minutes and agendas.

4. RECORDS. It is understood and agreed that all records, files, reports, etc., in possession of MMSA relating to the matters covered by this Agreement shall be made available to City at any reasonable time for inspection, copying and use.

MMSA shall provide copies of all Board of Directors, Executive Committee, and Subcommittee notices, agendas, minutes and reports prior to each respective meeting to the Director of Economic Development or designee. MMSA shall provide an oral report to the City Council at the discretion of the City. City reserves the right to perform an evaluation of MMSA performance and MMSA shall make a presentation to facilitate the evaluation. The Director of Economic Development or his designee shall receive notices in advance of meetings, subcommittee meetings, workshops and events via email.

MMSA agrees to make and maintain full and complete financial records pertaining to the expenditure of all funds paid to MMSA. City may also inspect such records upon reasonable notice to MMSA either at the City or MMSA offices.

It being understood that MMSA is responsible for administering the project, MMSA agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions directly related to the provisions of this Agreement.

5. **MMSA'S BOOKS AND RECORDS.** MMSA 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 MMSA 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.

6. **INDEPENDENT CONTRACTOR.** It is expressly understood that MMSA is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. MMSA shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should MMSA desire any insurance protection, MMSA is to acquire same at its expense. The City shall not be liable for any payment or compensation in any form to MMSA or any of their employees other than as provided herein.

7. **INDEMNITY.** MMSA 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 MMSA or MMSA'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 MMSA or its employees, subcontractors, or agents, or by the quality or character of MMSA'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 MMSA 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 MMSA 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, MMSA acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

8. INSURANCE. During the term of this Agreement, MMSA 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) MMSA 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) MMSA 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 MMSA.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by MMSA 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) MMSA 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) MMSA 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 MMSA.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by MMSA 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. [Reserved]

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,
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. MMSA 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, MMSA shall be entitled to be paid pursuant to the terms of this Agreement until MMSA 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 MMSA's insurance policies are not current.

9. **ASSIGNABILITY OF AGREEMENT.** It is understood and agreed that this Agreement contemplates personal performance by the MMSA 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 MMSA under this Agreement will be permitted only with the express written consent of the City.

10. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement at any time by mailing a notice in writing to MMSA that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further works shall be performed by MMSA. If the Agreement is terminated, MMSA 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.

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

MMSA 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 MMSA 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, MMSA 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.

12. **WAIVER.** In the event that either City or MMSA 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.

13. 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.

14. 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.

15. 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.

16. GENERAL PROVISIONS.

a. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

b. At no additional compensation to MMSA, the City may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all digital media and marketing copy in any form developed or delivered under this Agreement.

c. MMSA hereby grants to the City a royalty-free, non-exclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all digital media now or hereafter covered by this Agreement, provided, that with respect to data not originated in the performance of

this Agreement, such license shall be only to the extent that MMSA has the right to grant such license without becoming liable to pay compensation to others because of such grant.

d. MMSA shall not affix any restrictive markings upon any data, and if such markings are affixed, the City shall have the right at any time to modify, remove, obliterate, or ignore such markings. City will provide advance notice of when data is to be used.

e. Nothing in this Agreement shall be construed to prevent direct contact between the City and local, regional, state, federal, or private Main Street related agencies or entities.

f. MMSA is responsible for all costs incurred for the implementation of the Scope of Services.

g. The City is the final authority on any land use design and/or infrastructure decision or projects. All activities carried out by MMSA shall be in compliance with local, state, county and federal regulations.

h. MMSA's focus shall be on safety and security, cleanliness and maintenance and events, and working towards securing National Main Street designation. Events shall include Cap & Town, or similar event, and the Downtown Christmas Parade.

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

18. 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.

19. 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.

20. 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.

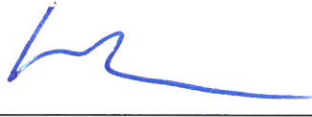
CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  _____
City Attorney 8/15/19
Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

MERCED MAIN STREET
ASSOCIATION, a California
Corporation

BY: Robert Matsuo

(Signature)

Robert Matsuo

(Typed Name)

Its: President

(Title)

BY: Joe Ramirez

(Signature)

Joe Ramirez

(Typed Name)

Its: Treasurer

(Title)

Taxpayer I.D. No. 47-1542894

ADDRESS: ⁵³¹~~4510~~ W. Main Street
Merced, CA 95340-4701

TELEPHONE: (209) 384-7092

FAX: (209) 384-8472

E-MAIL:

mercedmainstreetassociation@gmail.com

-Scope of Services-

For the City of Merced

July 2019-June 2020

The Scope of Services shall be performed by the Merced Main Street Association (MMSA) concerning the administration and services provided to the Downtown Business Improvement Area/District. Services shall include but not limited to the following:

DOWNTOWN ADMINISTRATION

- Mailings
- Newsletters
- Fund raising event coordination
- Infrastructure project coordination with the City of Merced
- Social media
- Website presence

The Merced Main Street Association (MMSA) will continue to serve as a non-government program organization to expand the revitalization efforts focusing on the three concerns of study conducted by the Alliance for Community Research and Development.

- Safety and Security
- Maintenance and Cleanliness
- Events in Downtown

MOVING FORWARD IN 2019-20

The MMSA will administer all of the BID funding from all the taxes collected from the downtown merchants including and exclusively to; previously allocated BID funds and city-arranged agreements (Art Hop & Holiday Parade)with other community-based organizations.

The MMSA organizational structure is done in compliance with the California Main Street committee structure:

- **Organization Committee (Andre Santos-Chair)** gets everyone working toward the same goal. A governing board and standing committees make up the fundamental organizational structure of this volunteer-driven program. This structure not only divides the workload and clearly delineates responsibilities, but also builds consensus and cooperation among the various stakeholders. The Organization Committee plays a key role in keeping the board, committees, staff, and programs-of-work in good shape by attracting people to the organization.

-Managing staff and volunteers – by recruiting people & supervising them

-Promoting the program to downtown interests

-Raising money – for projects and administration, from donations and sponsorships

-Managing finances – by developing good accounting procedures

- **Promotion Committee (Joy Alexander-Chair)** sells a positive image of the commercial district and encourages consumers and investors to live, work, shop, play and invest in the Main Street district. By marketing the district's unique characteristics to shoppers, investors, business owners,

and visitors, an effective promotional strategy forges a positive image through advertising, retail promotional activity, special events, and marketing campaigns carried out by local volunteers.

These activities improve consumer and investor confidence in the district and encourage commercial activity and investment in the area. An effective commercial district promotional strategy contains three components: image promotion, retail promotion, and special events.

- Image promotion markets the downtown as a unified and vital business district.
- Retail promotion markets the quality and range of goods and services downtown provides.
- Special events and festivals are an excellent way to highlight the community's unique heritage, character and local talent.

- **The Design Committee (Tom Leach-Chair)** is key role in shaping the physical image of Main Street as a place attractive to shoppers, investors, business owners, and visitors. Design means getting Main Street into top physical shape. Capitalizing on its best assets — such as historic buildings and pedestrian-oriented streets — is just part of the story. Main Street's physical appearance affects the decisions shoppers, investors and visitors make about the district. A commercial district's design should make economic sense as well as aesthetic sense. Design improvements can result in a sales increase, making good design a sound business investment.

- Educating others about good design—enhancing the image of each business
- Providing good design advice and encouraging quality improvements to private properties and public spaces
- Planning Main Street's development, thus guiding future growth and shaping regulations
- Motivating others to make changes—creating incentives and targeting key projects

- **Economic Restructuring Committee (Robert Matsuo-Chair)** identifies new market opportunities for the traditional commercial district, find new uses for historic commercial buildings, and stimulate investment in property. The Economic Restructuring component of the four-point approach involves identifying new downtown business opportunities, helping existing businesses expand, finding new uses for vacant buildings, converting upper stories to housing, office or commercial space, and improving downtown business management techniques. The Economic Restructuring Committee must develop a thorough understanding of the district's economic condition and its best opportunities, focusing on incremental changes that gradually improve the area's economic foundation and eventually make large-scale investment possible.

- Learning about the district's current economic conditions and identifying opportunities for market growth
- Strengthening existing businesses and recruiting new ones
- Finding new economic uses for traditional Main Street buildings
- Developing financial incentives and capital for building regulations and business development
- Monitoring the economic performance of the district

Responsibilities: As members of the Downtown business community we believe it is our responsibility to care for the Downtown district. We have vested interest here and feel a great sense duty in the work that we do for our community. That is why we make it our own personal responsibility to be great Stewarts of the Downtown, assuming this responsibility; we willingly assume the burden of managing the Downtown Business Improvement funds for all of Merced.

Accountability: Fiscal responsibility is one of the cornerstones to successfully managing the Downtown Fund. We believe transparent accounting and open ledgers are key to garnering and maintaining trust among our peers and historic fiscal accountability.

Reporting: We aim to report in detail our financial plans and objectives while explaining our goals and milestones, grading ourselves along the way.

Engaging: By hosting monthly members' mixers and board of directors' meetings we aim to engage businesses and residences in the progress of our downtown community. By sharing this responsibility of what takes place in downtown our hope is to foster a sense of ownership and involve other in the stewardship of downtown.

We continue to build upon our goal of complete transparency as an organization; we will collaborate with other stakeholders and community-based organizations to openly cooperate with them for the betterment of all Merced.

KEY DELIVERABLES/MILESTONES/TIMELINES

We will continue to build upon the work we have accomplished and add to what areas we feel will best serve our core mission to: Safety and Security - Maintenance and Cleanliness – Events in the Downtown Area

We will also support, or continue to support, the following downtown district efforts:

- Administration of the Merced Art Hop Funds for the fiscal year at a total of \$8,000.
- Hire a part-time manager to accomplish key component/deliverables and to handle the day-to-day operations of the association
- Maintain an office space in the Merced Non-Profit Resource Center along side the Chamber and the United Way.
- Foster a partnership with the Downtown Neighborhood Association
- Work towards a "Welcome To Merced" Arch in conjunction with the High Speed Railroad Station
- The *Greater Merced Chamber of Commerce* contract for our administration agreement/lease
- Continue the *Façade Grant* for curb appeal improvements
- *Maintain the California Main Street Alliance program* membership
- Host *Quarterly Membership Meetings*
- Continue *Celebrate Downtown* program that was established to underwrite groups who hold events in the downtown district to cover permitting fees incurred
- Website maintenance for the MMSA
- Design, Promotion, Organization and Economic Committees meet monthly
- *Holiday Decorations* acquired for the downtown district
- Printing and postage for mixers, events, school flyers and general correspondence
- Continue *Emergency Lighting Program*
- Support the *Merced Downtown Neighborhood Association (DNA)*
- *Merced FEAST* (Festival Engaging Agriculture Sustainability to the Table) Dinner and Concert in partnership with UC Merced
- Administer the Holiday Parade on behalf of the City of Merced
- Work with the City Council Downtown Sub-Committee on their goals and directions on becoming the organization who represents all of the downtown district's entities; or take the lead in establishing a separate organization.

- Initiate a Property and Business Improvement District which authorizes the city to form property and business improvement districts that may levy assessments within a district for the purpose of making improvements and promoting activities of benefit to the properties within the district to be placed on a ballot.

DELIVERABLE TOTALS

	Total
❖ MARKETING.....	\$5,000*
❖ ADMINISTRATIVE.....	\$20,250*
❖ PROGRAMS & PROJECTS.....	\$22,750*
❖ MEMBERSHIP.....	\$5,500*
❖ PARADE.....	\$3,500*
❖ MERCED ART HOP.....	\$8,000*
❖ TOTAL.....	\$65,000*

(*) Pending the approval of MMSA Board of Directors.

CITY STAFF LIASON

The MMSA shall report to Development Associate Karen Baker on a monthly basis, and coordinating through Mrs. Karen Baker for City support.

EXPECTATION FROM MMSA

The City shall continue to make significant efforts to assist MMSA in every means to bolster our three area of focus: **Safety and Security - Maintenance and Cleanliness – Events in the Downtown Area.**

- MMSA will administer all of the allocated BID funding from the taxes collected including; previously allocated BID funds the city-arranged (i.e. Art Hop, Parade) with other community-based organizations.
- A detailed financial review of the *BID funds*.
- Timely response to special requests asked by MMSA.
- Complete transparency regarding this partnership.

PAYMENT SCHEDULE

First Installment (August 1 st 2019)	\$16,250.00
Second Installment (October 1 st 2019)	\$16,250.00
Third Installment (January 1 st 2020)	\$16,250.00
Final Installment (April 1 st ,2020)	\$16,250.00

Submitted on August ^{MA 26} 5, 2019



Merced Main Street Association

Annual Report 2017-2018

“Merced Main Street Association focus to improve the Downtown District through organization, promotion, design and economic stability, by fostering a safe, pleasant, diverse retail and entertainment environment.”

MISSION

“Merced Main Street Association focus to improve the Downtown District through organization, promotion, design and economic stability, by fostering a safe, pleasant, diverse retail and entertainment environment.”

**Merced Main Street Association
Board of Directors 2017-2018**

Officers

Robert Matsuo, President
Jessica Kazakos, Vice President
Miguel Lopez, Secretary
Manuel Alvarado, Treasurer

Board of Directors

Melissa Villegas
Colton Dennis
Joe Ramirez
Tom Leach
Eddie Beltran
Joy Alexander
Andre Santos
Christopher Medina

A MESSAGE FROM ROBERT MATSUO, PRESIDENT

Friends-

Welcome to our forth annual report, and we a pleased to share with you in the pages that follow some of our accomplishments with you and the community we serve. In the following pages of the publication you will see the progress we have made in building a safe and vibrant downtown for all of Merced's residents and to document our programming we have put into place and its' effects. This being our fiscal year 2017-2018, we are pleased with the accomplishments our organization has been able to achieve with an ALL volunteer board and staff and in cooperation with the City of Merced.

At MMSA, we work in many ways to improve our downtown business district (BID) by utilizing the revenues paid by our business membership's of the BID and keeping our mission in mind at all times. On behalf of the Board of Directors of MMSA, it is my pleasure to present to you the successes of this years' funding. Please understand, it has taken many meetings, discussions and hundreds of hours of work to get to where we are today and all of it has been done by all volunteers, and the current board of director's thanks all who have shared their time and talent.

We are also excited to see three new projects happening in the downtown district of Merced. The El Capitan Hotel, The Mainzer and The Tioga will certainly add to the vibrancy of our district. We would like to acknowledge John Martin of NuovoRE on selecting Merced as one of cities to invest in.

The Merced Main Street Association will continue to serve as a non-profit organization to expand the revitalization efforts focusing on the three concerns of study conducted by the Alliance for Community Research and Development for years to come.

- Safety/Security,
- Maintenance/Cleanliness
- Downtown Events.

We look forward to continue our partnerships and the excellent work the future holds in store for us.

Sincerely,

Robert Matsuo, President, MMSA

The Main Street Association is partnership of the following:

The City of Merced
Merced Certified Farmers' Market
Greater Merced Chamber of Commerce
Merced Downtown Neighborhood Association
Restore Merced

Total Association Budget:

\$94,949.00 Pre-Audit numbers
\$60,000.00 Business Improvement District Funding
\$29,099.00 Merced FEAST
\$4,000.00 Membership
\$1,850.00 Miscellaneous

Programs Budget:

\$40,251.00

Façade Grants- Trevino's Restaurant, The Partisan, Merced Theatre, Fluetsch & Busby, Merced Uniform Store, Gottschalk's Music 18,000

Celebrate Downtown- Veteran's Parade, Loa New Year's Celebration, Christmas Parade, Certified Farmers' Market, Spring Festival, Playhouse Merced, Merced FEAST, Fall Festival, UC Merced, Tsunami Collaboration, Taste of the Town and Concert in the Park. 2,725.00

Holiday Decorations- 24 light pole wreaths - 15,402.00

Art Hop- General support for 2017-18 4,000.00

Misc. – Safety Lighting, Block by Block 1,240.00

Operational Budget:

\$53,333.18

-We are now our own 501 C(6) not-for-profit organization issued by the IRS on November 17, 2017-

- The Poppies Mural Project in Bob Hart Square was extended completely around the perimeter of the flag pole flower bed by an underwriting effort by MMSA with Artist Monika Modest.
- On the Saturday prior to Easter, April 15th we hosted a Spring Festival for children where there were Egg Hunt in Bob Hart Square along with other activities for children.
- A total of six Façade Grant was awarded to MMSA businesses to improve their curb appeal in the Business Improvement District. McAuley Motors, Triveno's Restaurant, The Partisan, Merced Theatre, Fluetsch & Busby, Merced Uniform Store, Gottschalk's Music The Total fund disbursed for the grant program was almost \$18,000.
- 68 Light Post Holiday Decorations were purchased and installed for the downtown district
- 24 Holiday Banners were also purchased and installed in the BID district.
- On the last Saturday of October, the 29th we held our second annual Fall Festival in Bob Hart Square where we had over 800 children "trick or treating" in dozens of downtown businesses and merchants. Games, Food Booths, Face-Painting and Balloon Artists were available for children to enjoy.
- The Second Merced FEAST was a huge sold-out success and was held on September 21 on Main Street, in partnership with several other community-based organizations i.e. Merced Certified Farmers' Market, Downtown Neighborhood Association (DNA), Merced College with corporate sponsorship by Foster Farms, Joseph Gallo Farms, Rabobank and Delicato Family Winery. Raised a total of \$29,099.00 which was shared with Certified Farmers' Market, Local Future Farmer's of America and the Downtown Neighborhood Association.*
- We held our annual membership meeting of all the BID contributors on August 17th at the Multicultural Arts Center with over 100 attendees.*
- We have recruited two new board of directors for our 2017-18 year,(Andre Santos and Joy Alexander) and sadly said good by to one of our current member, (Lakisha Kenkins)*
- The Merced Certified Farmer's Market has been reinvested.*
- The Merced Art Hop has been given \$4,000 for their quarterly program for the 2017 year in addition to the City support.*
- We have moved into a new office with the United Way of Merced and now pay for half the rent to the Greater Merced Chamber of Commerce for administrative support .*
- California Main Street Program process is underway.*
- Celebrate Downtown program has again been established to underwrite groups who hold events in the downtown district to cover permitting fees incurred to support these efforts.*
- Website recreated for the MMSA
- Design, Promotion, Organization and Economic Committees were organized and meet monthly
- Emergency Lighting Program is in place for merchants to place on their buildings.
- Block by Block Security Program is out to our membership.

The MMSA organizational structure is done in compliance with the National Main Street committee structure:

Organization Committee (Chairman J. Kozakos) gets everyone working toward the same goal. A governing board and standing committees make up the fundamental organizational structure of this volunteer-driven program. This structure not only divides the workload and clearly delineates responsibilities, but also builds consensus and cooperation among the various stakeholders. The Organization Committee plays a key role in keeping the board, committees, staff, and programs-of-work in good shape by attracting people to the organization.

Promotion Committee (Chairman Kevin Hammon) sells a positive image of the commercial district and encourages consumers and investors to live, work, shop, play

and invest in the Main Street district. By marketing the district's unique characteristics to shoppers, investors, business owners, and visitors, an effective promotional strategy forges a positive image through advertising, retail promotional activity, special events, and marketing campaigns carried out by local volunteers. These activities improve consumer and investor confidence in the district and encourage commercial activity and investment in the area. An effective commercial district promotional strategy contains three components: image promotion, retail promotion, and special events.

The Design Committee (Chairman M. Alvarado) is key role in shaping the physical image of Main Street as a place attractive to shoppers, investors, business owners, and visitors. Design means getting Main Street into top physical shape. Capitalizing on its best assets — such as historic buildings and pedestrian-oriented streets — is just part of the story. Main Street's physical appearance affects the decisions shoppers, investors and visitors make about the district. A commercial district's design should make economic sense as well as aesthetic sense. Design improvements can result in a sales increase, making good design

Economic Restructuring Committee (Chairman T. Leach) identifies new market opportunities for the traditional commercial district, find new uses for historic commercial buildings, and stimulate investment in property. The Economic Restructuring component of the four-point approach involves identifying new downtown business opportunities, helping existing businesses expand, finding new uses for vacant buildings, converting upper stories to housing, office or commercial space, and improving downtown business management techniques. The Economic Restructuring Committee must develop a thorough understanding of the district's economic condition and its best opportunities, focusing on incremental changes that gradually improve the area's economic foundation and eventually make large-scale investment possible.

2017-2018 in Review

Income

The Merced Downtown Business Improvement District Tax was awarded to MMSA in 2016-17 with a total of \$60,000.00.

Merced FEAST Revenue	\$29,099.00
MMSA Membership Dues for 2017-18	\$ 4,000.00
Interest Earned	\$ 1,850.00
Total Income	\$94,949.00

Organizational Expense

Advertising	2,586.00
Bank Fees	120.00

Business Expenses	658.00
Accounting	360.00
Professional Services	6,810.00
Contracts-Other	1,750.00
Events- Expense	11,450.00
Donations	8,530.00 (Lao New Year, Free Friday Swim, FFA, Downtown Neighborhood Association, Control Productions, Studio K, United Way, Merced Farmer's Market, Saint Paul's School)
Rent	5,700.00
Membership Services	\$5,398.00
Insurance Coverage	\$4,487.00
Printing/Copying	\$1,966.19
Permits & Licenses	\$1,500.00
Travel & Meetings	\$1,018.00
TOTAL	\$52,333.19
Reserve Balance	\$7,953.00

Programming Expense 2017-2018

Façade Improvement Grant Program	\$18,000.00
Celebrate Downtown Program	\$2,725.00
Block by Block & others	\$1,240.00
Art Hop	\$4,000.00
Holiday Decorations Program	\$15,402.00
Total	\$40,251.00

MOVING FORWARD IN 2018-19

The MMSA will administer all of the BID funding from the taxes collected and allocated by City Council from the downtown merchants including previously allocated city staffing funds and city -arranged agreements with other community-based organizations.

We are dedicated to our membership and promise to be:

Responsible: As members of the Downtown business community we believe it is our responsibility to care for the Downtown district. We have vested interest here and feel a great sense duty in the work that we do for our community. That is why we make it our own personal responsibility to be great

Stewards of the Downtown, assuming this responsibility; we willingly assume the burden of managing the Downtown Business Improvement funds for all of Merced.

Accountable: Fiscal responsibility is one of the cornerstones to successfully managing the Downtown Fund. We believe transparent accounting and open ledgers are key to garnering and maintaining trust among our peers and historic fiscal accountability.

Report: We aim to report in detail our financial plans and objectives while explaining our goals and milestones, grading ourselves along the way.

Engage: By hosting monthly members' mixers and board of directors meetings we aim to engage businesses and residences in the progress of our downtown community. By sharing this responsibility of what takes place in downtown our hope is to foster a sense of ownership and involve other in the stewardship of downtown.

We continue to build upon our goal of complete transparency as an organization; we will collaborate with other stakeholders and community-based organizations to openly cooperate with them for the betterment of all Merced.

In 2018 -2019 the Merced Main Street Association's Board of Directors would like to the following:

- Promote the *Non/Certified Merced Farmer's Market* cost of roughly \$2,000*
- \$11,400.00 for our rental agreement*
- Continue the *Façade Grant* for curb appeal improvements is in place with a total up to \$12,000*
- *National Main Street Program* membership at a cost of \$1,500.00
- Host *Monthly Membership Meetings* \$3,500
- Continue *Celebrate Downtown* program has been established to underwrite groups who hold events in the downtown district to cover permitting fees incurred with a total of \$3,000*
- Interns to assist in marketing the Downtown Core \$2,000*
- Website maintenance for the MMSA \$1,500
- Design, Promotion, Organization and Economic Committees meet quarterly
- Support *Farmers' Market Fall & Spring Festivals* in partnership with the Certified Market and Main Street Members/Merchants \$3,000.00*
- *Holiday Decorations* acquired for the downtown district \$16,000*
- MMSA brochure designed and printed \$3,000.00*
- Printing and postage for mixers, events, school flyers and general correspondence \$3,000
- Continue the *Emergency Lighting Program* \$4,000*
- *Block by Block Security Program* \$2,000 *
- Support the Merced Downtown Neighborhood Association \$2,000*
- *Merced FEAST* (Festival Engaging Agriculture Sustainability to the Table) in partnership with MCFM, Farm Bureau, California Women for Ag, Downtown Neighborhood Association and Merced College \$2,000.00*
- Sponsor the Christmas Holiday Parade \$3,500.00*

(*) Pending the approval of City of Merced and the MMSA Board of Directors.

To improve the Downtown District through organization, promotion, design and economic stability, by fostering a safe, pleasant, diverse retail and entertainment environment.



ADMINISTRATIVE REPORT

Agenda Item I.7.

Meeting Date: 9/16/2019

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

SUBJECT: Approval of a Finding of Public Convenience or Necessity for the New Arco AMPM to be Located at 3297 Santa Fe Avenue (Land Use Determination #19-02)

REPORT IN BRIEF

Provides options for the City Council to consider making a Finding of Public Convenience or Necessity (PCN), as required by the Department of Alcoholic Beverage Control (ABC), to issue a Type 20 alcohol license (off-sale general allowing the sale of beer and wine) for the new Arco AMPM to be located at 3297 Santa Fe Avenue.

RECOMMENDATION

City Council - Adopt a motion approving the Finding of Public Convenience or Necessity to allow Arco AMPM, to be located at 3297 Santa Fe Avenue, to obtain a Type 20 ABC license for off-sale general allowing the sale of beer and wine (Option #1 as shown in the "Council Action" section of this Administrative Report).

ALTERNATIVES

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

AUTHORITY

Business and Professions Code Section 23958 and 23958.4.

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

State law mandates that ABC deny the issuance of a license to sell alcohol if the Census Tract in which the license will be issued is considered to have an "undue concentration" of existing alcohol licenses. This regulation also applies if a business is applying for a new ABC license (as opposed to buying an existing license) within a Census Tract that is not over concentrated with alcohol licenses.

In this case, Arco AMPM is purchasing a new ABC license and will be located within a Census Tract that is not over concentrated with alcohol licenses. The exception to this rule is that ABC may issue the license if the local jurisdiction makes a finding of “Public Convenience or Necessity” in support of the issuance of an additional license. However, the phrase “public convenience or necessity” is not defined in either the Alcoholic Beverage Control Act or in ABC’s Implementing Regulations, nor are specific guidelines provided. This determination must be made within 90 days of the date the local jurisdiction is notified of an application. See Attachment 1 - “Provisions for Undue Concentration” for more information regarding “undue concentration.”

Prior case law indicates that the Legislature’s intent for making a finding of public convenience or necessity was to apply different criteria than those used to determine “undue concentration.” Therefore “public convenience or necessity” means something other than the number and location of the licensed alcohol premises which are already covered by the factors used to determine undue concentration. As shown at Attachment 5, the subject site is located within a Census Tract (12.01) that is considered over-concentrated with alcohol licenses for off-site consumption (Types 20 and 21). Census Tract 10.02 is allowed 11 off sale alcohol licenses, there is currently 1 active license within this census tract, and with the approval of this request, there would be 2. Factors that may be used to determine a Finding of “public convenience or necessity” are found at Attachment 2. Staff, including the Police Department, have reviewed this request and are recommending approval.

The City Council may also deny the Finding of Public Convenience or Necessity, but should make one or more specific findings to support the denial. Such findings might be based on the fact that the number of crimes in the area is high, the proximity to residential uses, the type of business or operation, or other factors the City Council determines would make the issuance of an ABC license detrimental to the community. Guidance for making these findings can be taken from the “Provisions of Undue Concentration” found at Attachment 1.

AMPM

AMPM has been in operation since 1978, and they currently have over 950 operations throughout five States. Most of their stores are combined with gas stations, where they offer a variety of snacks, beverages, and hot foods. Arco AMPM will soon be constructing a new gas station in Merced, near the northwest corner of Santa Fe Avenue and Highway 59 (Attachment 6). This site was officially annexed into the City earlier this year. As shown on the floor plan at Attachment 6, the approximate 3,800-square-foot Arco AMPM will include a sales floor area, coffee station, fountain station, walk-in coolers, snack aisles, bathrooms, register/front counter, and office space. Alcohol sales are considered ancillary to other items sold at the convenience market. Based on the approved conditional use permit for this site (CUP #1229 Resolution #4018 approved on April 3, 2019, shown at Attachment #11) , Arco AMPM would be allowed to sell a maximum of 230 square feet of beer and wine or 6.1% of the floor space. As shown on the floor plan at Attachment 6, alcohol would be stocked on the eastern portion of the convenience market. Beer would be located within 7 coolers and on 3 shelves. Wine would be stored on one shelf near the beer shelves. Police staff have reviewed this proposal and they do not anticipate this request to cause a significant adverse effect on the socio and economic well-being of the neighborhood, or to have a significant adverse effect on police resources.

Sensitive Uses

The proximity of a business to residential uses, schools, churches, hospitals, or other “sensitive uses” may also be cause for ABC to deny the issuance of a license. The nearest residential zone is located approximately 650 feet southeast of the subject site, near the southeast intersection of Santa Fe Road and N. Highway 59. The nearest school (Rudolph Rivera Middle School) is located 5,800 feet northwest of the subject site, and the nearest park (Fahrens Park) is located approximately 2,000 feet away from the subject site. The map at Attachment 7 shows the locations of these uses.

Information of Fact

In order for the City Council to make their decision regarding a Finding of Public Convenience or Necessity, staff is providing information of fact for the City Council to consider. Based on the information provided in Attachment 8, staff is recommending approval of this request. Approval of this request would authorize the Director of Development Services (or Planning Manager) to notify ABC of this determination.

According to the Merced Police Department, this general area had a low/moderate concentration of incidents between 3/1/2018 and 3/1/2019 (Attachment 9). This study was conducted, then the applicant applied for conditional use permit approval from the Planning Commission earlier this year. Within the study period, there were a total of 46 incidents within 500 feet of the soon-to-open Arco AMPM (Attachment 10). Typically, particular attention is given to incidents involving public drunkenness, the illegal sale of narcotics, disturbing the peace, and disorderly conduct are reviewed when considering the issuance of an alcohol license. Below is a breakdown of similar types of calls within 500 feet of the site during 3/1/2018 and 3/1/2019.

- Disturbances (assaults) - 6 incidents
- Public Intoxication - 0 incidents
- Narcotics - 0 incidents
- Municipal Code Violations - 10 incidents

The total call volume City-wide for the same time period was 80,472 calls. The calls within 500 feet of the new Arco AMPM equate approximately 0.057% of the total call volume within the City of Merced for that time period. As previously mentioned, the number of incidents within the surrounding area is considered low/moderate by Merced Police Department standards. The Police Department supports this request for a Finding of Public Convenience or Necessity.

Applicant’s Reason to Support Public Convenience or Necessity

The applicant, Arco AMPM, has provided information regarding reasons for supporting a Finding of Public Convenience or Necessity. They cite several reasons to support the issuance of a Type 20 License including the convenience of purchasing alcohol while shopping for other items found at Arco AMPM, and their dedication to being a good neighbor by keeping their site clean and providing security cameras onsite to help reduce criminal activity. More detailed information supporting this request can be found in the letter at Attachment 8.

Council Action:

Option #1

After considering all the facts provided and the factors that may be considered for determining public convenience or necessity, if the City Council finds the public convenience or necessity would be served by the issuance of an off-sale license to sell beer and wine, the City Council should authorize the Director of Development Service, or their designee, to draft a letter of support to ABC for the issuance of a Type 20 License based on the reasons described in Attachment 8.

Option #2

If the City Council determines public convenience or necessity would not be served by the issuance of a Type 20 license (off-sale general) at this location, the City Council should direct the Director of Development Services, or their designee, to draft a letter opposing the issuance of this license. Specific reasons/findings for denial would need to be cited in the City Council motion.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Provisions of Undue Concentration
2. Factors in Determining Public Convenience or Necessity
3. Location Map
4. ABC License Type and Privileges
5. ABC Census Tract Map
6. Site Plan and Floor Plan
7. Sensitive Uses Map
8. Letter from Applicant
9. City Wide Crime Hot Spot Map
10. Incidents within 500 feet of Subject Site
11. CUP #1229 Resolution #4018

Provisions for “Undue Concentration”

According to Section 23958.4, if an undue concentration of establishments selling or serving alcoholic beverages is found, the Alcoholic Beverage Control (ABC) is required to deny a license. Undue concentration applies to all types of alcohol licenses, i.e., both for on-site consumption of alcohol (“on-sale”) and off site sales for consumption off premises (“off-sale”) and includes all alcoholic beverages, not just beer and wine.

Under this provision, “undue concentration” occurs when:

- (1) The applicant premises are located in a crime reporting district that has a 20 percent greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency.
- (2) As to “on-sale” retail license applications, the ratio of on-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of on-sale retail licenses to population in the county in which the applicant premises are located.
- (3) As to “off-sale” retail license applications, the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant’s premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located.

Factors in Determining Public Convenience or Necessity

Because the law does not clearly identify criteria to be used in determining public convenience or necessity, a number of factors may be considered. The following is a list of factors that may be considered. It is important to note, however, that this is not an all-inclusive list due to the fact that law makers and courts have not more clearly identified factors to consider.

1. The character of the particular premises.
2. The aesthetics and ambiance of the proposed business.
3. The attractiveness of the proposed business.
4. The manner in which the business is to be conducted, i.e., special or unique features, such as the type of games, food, or other service provided.
5. The type of guests who are likely to be patrons.
6. The predicted mode of operation.
7. The ability of the proposed business to serve a niche in the population not filled by other licensees in the same area, such as, catering to a particular clientele, economic or social grouping.
8. Convenience of purchasing alcoholic beverages in conjunction with specialty food sales, or services.

Other criteria that may be used could include: 1) whether the proposed use for which the alcoholic beverage license is sought would result in a detriment or nuisance to the public health, safety, or welfare for those residing or working in the surrounding community, including nuisances relating to noise, littering, loitering, and crime; 2) whether the proposed use for which the alcoholic beverage license is sought places significant burdens on the delivery of public safety-related services, such as those pertaining to crime and fire protection.

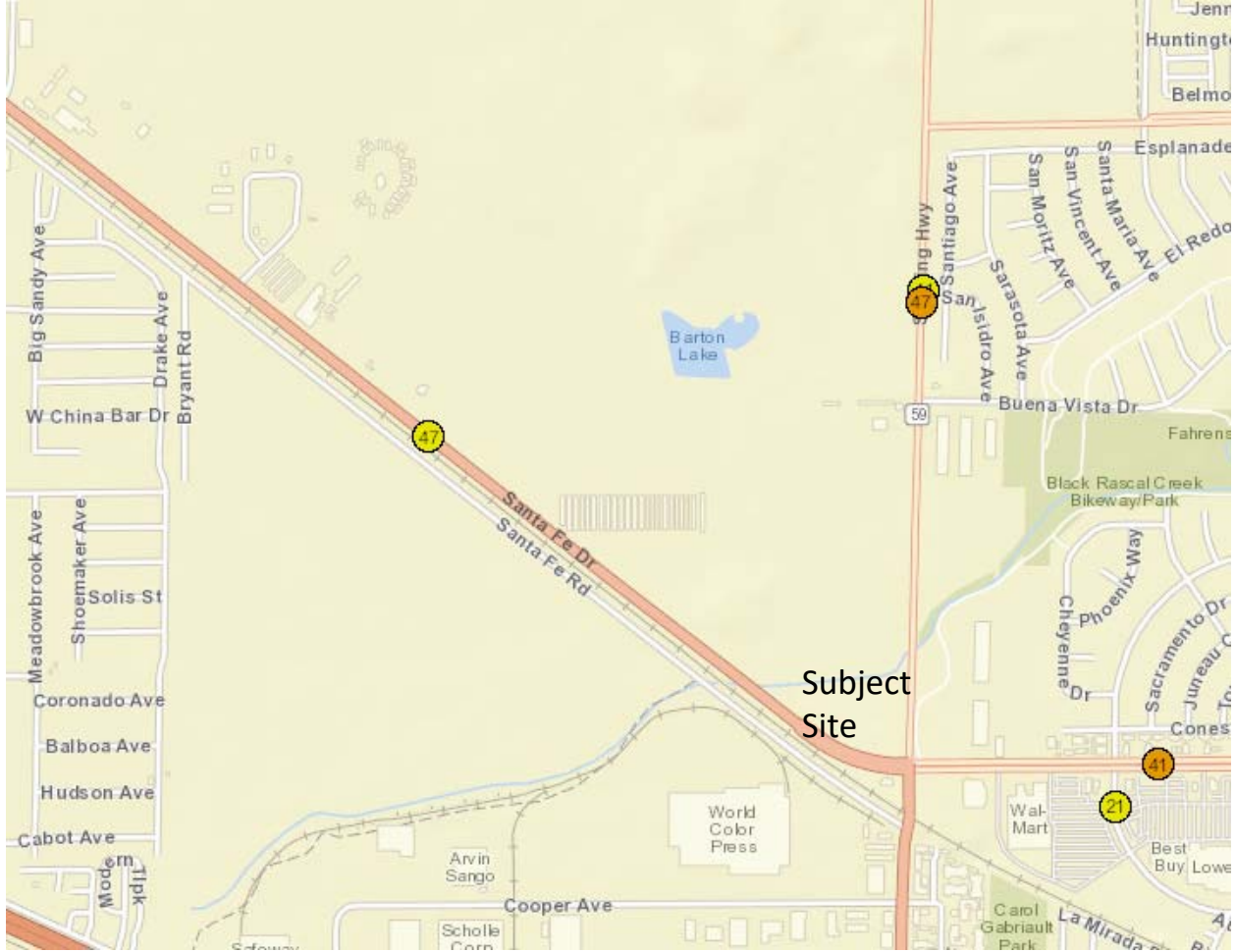


**COMMON ABC LICENSE TYPES
AND THEIR BASIC PRIVILEGES**

LICENSE TYPE	DESCRIPTION
01	BEER MANUFACTURER - (Large Brewery) Authorizes the sale of beer to any person holding a license authorizing the sale of beer, and to consumers for consumption on or off the manufacturer's licensed premises. Without any additional licenses, may sell beer and wine, regardless of source, to consumers for consumption at a bona fide public eating place on the manufacturer's licensed premises or at a bona fide eating place contiguous to the manufacturer's licensed premises. May conduct beer tastings under specified conditions (Section 23357.3). Minors are allowed on the premises.
02	WINEGROWER - (Winery) Authorizes the sale of wine and brandy to any person holding a license authorizing the sale of wine and brandy, and to consumers for consumption off the premises where sold. Authorizes the sale of all wines and brandies, regardless of source, to consumers for consumption on the premises in a bona fide eating place that is located on the licensed premises or on premises owned by the licensee that are contiguous to the licensed premises and operated by and for the licensee. May possess wine and brandy for use in the preparation of food and beverage to be consumed at the bona fide eating place. May conduct winetastings under prescribed conditions (Section 23356.1; Rule 53). Minors are allowed on the premises.
20	OFF SALE BEER & WINE - (Package Store) Authorizes the sale of beer and wine for consumption off the premises where sold. Minors are allowed on the premises.
21	OFF SALE GENERAL - (Package Store) Authorizes the sale of beer, wine and distilled spirits for consumption off the premises where sold. Minors are allowed on the premises.
23	SMALL BEER MANUFACTURER - (Brew Pub or Micro-brewery) Authorizes the same privileges and restrictions as a Type 01. A brewpub is typically a very small brewery with a restaurant. A micro-brewery is a small-scale brewery operation that typically is dedicated solely to the production of specialty beers, although some do have a restaurant or pub on their manufacturing plant.
40	ON SALE BEER - (Bar, Tavern) Authorizes the sale of beer for consumption on or off the premises where sold. No wine or distilled spirits may be on the premises. Full meals are not required; however, sandwiches or snacks must be available. Minors are allowed on the premises.
41	ON SALE BEER & WINE – EATING PLACE - (Restaurant) Authorizes the sale of beer and wine for consumption on or off the premises where sold. Distilled spirits may not be on the premises (except brandy, rum, or liqueurs for use solely for cooking purposes). Must operate and maintain the licensed premises as a bona fide eating place. Must maintain suitable kitchen facilities, and must make actual and substantial sales of meals for consumption on the premises. Minors are allowed on the premises.
42	ON SALE BEER & WINE – PUBLIC PREMISES - (Bar, Tavern) Authorizes the sale of beer and wine for consumption on or off the premises where sold. No distilled spirits may be on the premises. Minors are not allowed to enter and remain (see Section 25663.5 for exception, musicians). Food service is not required.
47	ON SALE GENERAL – EATING PLACE - (Restaurant) Authorizes the sale of beer, wine and distilled spirits for consumption on the licenses premises. Authorizes the sale of beer and wine for consumption off the licenses premises. Must operate and maintain the licensed premises as a bona fide eating place. Must maintain suitable kitchen facilities, and must make actual and substantial sales of meals for consumption on the premises. Minors are allowed on the premises.
48	ON SALE GENERAL – PUBLIC PREMISES - (Bar, Night Club) Authorizes the sale of beer, wine and distilled spirits for consumption on the premises where sold. Authorizes the sale of beer and wine for consumption off the premises where sold. Minors are not allowed to enter and remain (see Section 25663.5 for exception, musicians). Food service is not required.
49	ON SALE GENERAL – SEASONAL - Authorizes the same privileges and restrictions as provided for a Type 47 license except it is issued for a specific season. Inclusive dates of operation are listed on the license certificate.



Alcohol Licenses in the Surrounding the Subject Site



PROPERTY DESCRIPTION
 A PORTION OF LOT 58 AND A PORTION OF THE WEST 40 FEET OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD BRANCH RIGHT-OF-WAY (NOW ABANDONED) AS SHOWN ON THE MAP ENTITLED, MAP OF THE CROCKER COLONY, RECORDED IN VOLUME 5 OF OFFICIAL PLATS, PAGE 6, MERCED COUNTY RECORDS

APPLICANT
 59 PETROLEUM, LLC
 CONTACT: SURINA MANN
 2190 MERIDIAN PARK BLVD., SUITE G
 MERCED, CA 94520
 PHONE: (925) 446-6806

PROVIDED BY:
 CITY
 CITY
 CITY

LOT DATA:
 A.P.N.: 57-200-067 & 57-200-029
 TOTAL ACREAGE: 341,075 SF (7.83 AC)
 EXISTING PARCELS: 2
 PROPOSED PARCELS: 4
 EXISTING ZONE: INDUSTRIAL (COUNTY)
 C-T DISTRICT
 COMMERCIAL (CITY)
 EXISTING USE: VACANT
 PROPOSED USE: RETAIL, AMPM CONVENIENCE STORE WITH FUEL SALES, AND CAR WASH

PARCEL	BLDG. SQ. FT.	ACREAGE
1	AMPM 1,26	1.26
2	FUTURE DEVELOPMENT 4,68	4.68
3	FUTURE DEVELOPMENT 0,43	0.43
4	CAR WASH 2,20	2.20
TOTAL	43,393	7.57

PARCEL 1 PARKING DATA:
 REQUIRED: 19 SPACES
 AMPM (3,800 SF / 250) + 3 SPACES
 PROVIDED: 19 SPACES

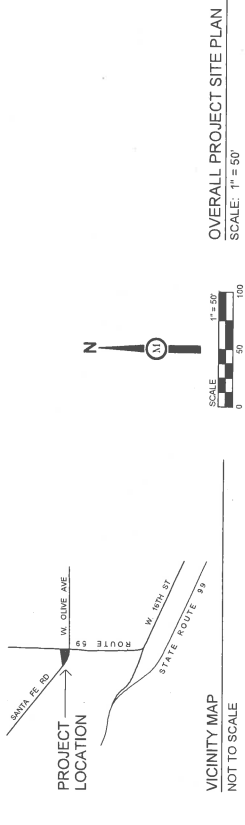
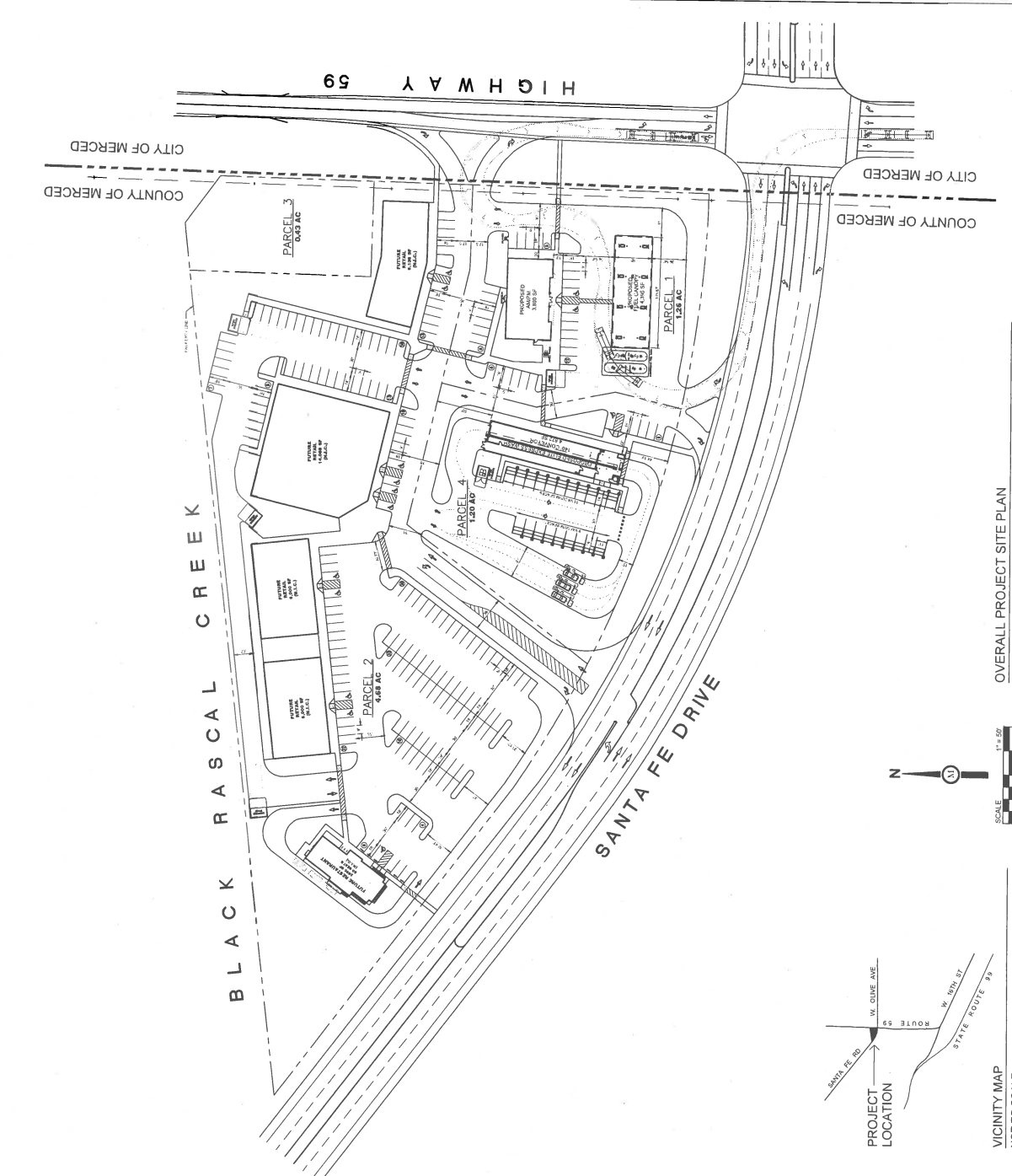
PROVIDED:
 STANDARD SPACE (9x20') 28 SPACES
 ACCESSIBLE SPACE (9x20') 2 SPACES
 SPACES AT FUEL PUMPS 16 SPACES
PROVIDED: 47 SPACES

PARCEL 2 PARKING DATA:
 REQUIRED: 108 SPACES
 FUTURE RETAIL (2,226 SF / 300);
 FUTURE GSR (2,895 SF / 100);
 PROVIDED: 135 SPACES

PROVIDED:
 STANDARD SPACE (9x20') 162 SPACES
 ACCESSIBLE SPACE (9x20') 11 SPACES
PROVIDED: 173 SPACES

PARCEL 4 PARKING DATA:
 REQUIRED: 2 SPACES
 CARWASH (2 EMPLOYEES);
 PROVIDED: 2 SPACES

PROVIDED:
 STANDARD SPACE (9x20') 5 SPACES
 ACCESSIBLE SPACE (9x20') 1 SPACES
PROVIDED: 6 SPACES



OVERALL PROJECT SITE PLAN
 SCALE: 1" = 50'

SCALE: 1" = 50'

VICINITY MAP
 NOT TO SCALE

PROPERTY DESCRIPTION
 A PORTION OF LOT 66 AND A PORTION OF THE WEST 40 FEET OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY BRANCH RIGHT-OF-WAY (NOW ABANDONED) AS SHOWN ON THE MAP ENTITLED, MAP OF THE CROCKER COLONY, RECORDED IN VOLUME 5 OF OFFICIAL PLATS, PAGE 6, MERCED COUNTY RECORDS

APPLICANT
 59 PETROLEUM, LLC
 CONTACT: SURINA MANN
 2190 MERRIDIAN PARK BLVD., SUITE G
 CHICO, CA 95926
 PHONE: (925) 446-5806

SITE UTILITIES:
 SEWAGE DISPOSAL:
 WATER SUPPLY:
 DRAINAGE:

PROVIDED BY:
 CITY
 CITY
 CITY

LOT DATA:

A.P.N.: 57-200-067 & 57-200-029
 TOTAL ACRES: 341,075 SF (7.83 AC)
 EXISTING PARCELS: 2
 PROPOSED PARCELS: 4
 EXISTING ZONE: INDUSTRIAL (COUNTY)
 C-T DISTRICT
 COMMERCIAL (CITY)
 EXISTING USE: VACANT
 PROPOSED USE: AMPM CONVENIENCE STORE WITH FUEL SALES AND CAR WASH

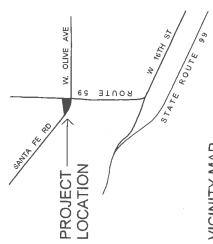
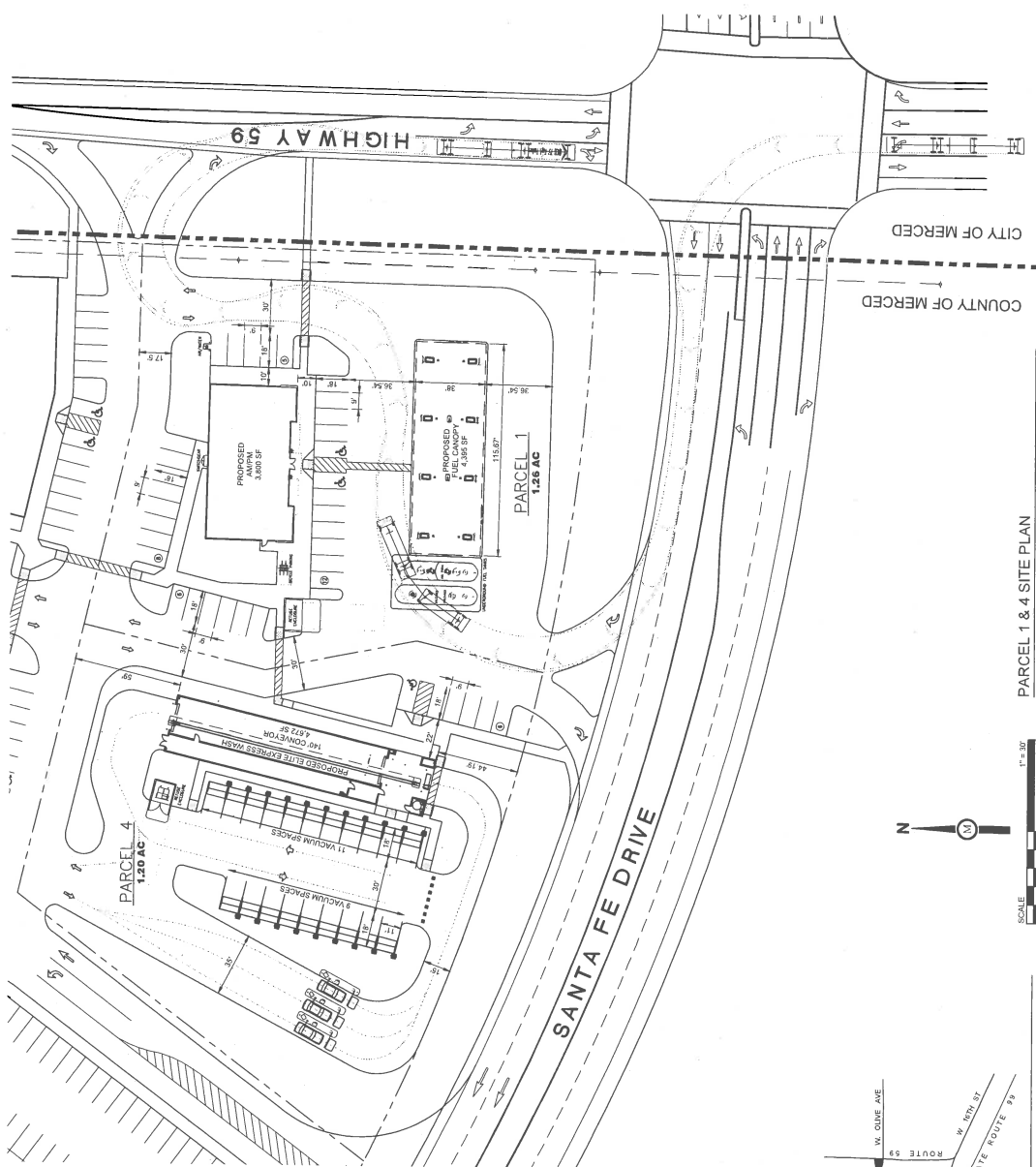
PARCEL	BLDG. SQ. FT.	ACREAGE
1	AMPM 1,226	1.26
2	FUTURE DEVELOPMENT 468	0.43
3	FUTURE DEVELOPMENT 1,750	1.70
4	CARWASH 1,750	1.70
TOTAL	43,383	7.57

PARCEL 1 PARKING DATA
 REQUIRED: AMPM (3,800 SF / 250) + 3 SPACES: 19 SPACES
 PROVIDED: 19 SPACES

PROVIDED:
 STANDARD SPACE (9'x20') 29 SPACES
 ACCESSIBLE SPACE (9'x20') 2 SPACES
 SPACES AT FUEL PUMPS 16 SPACES
 PROVIDED: 47 SPACES

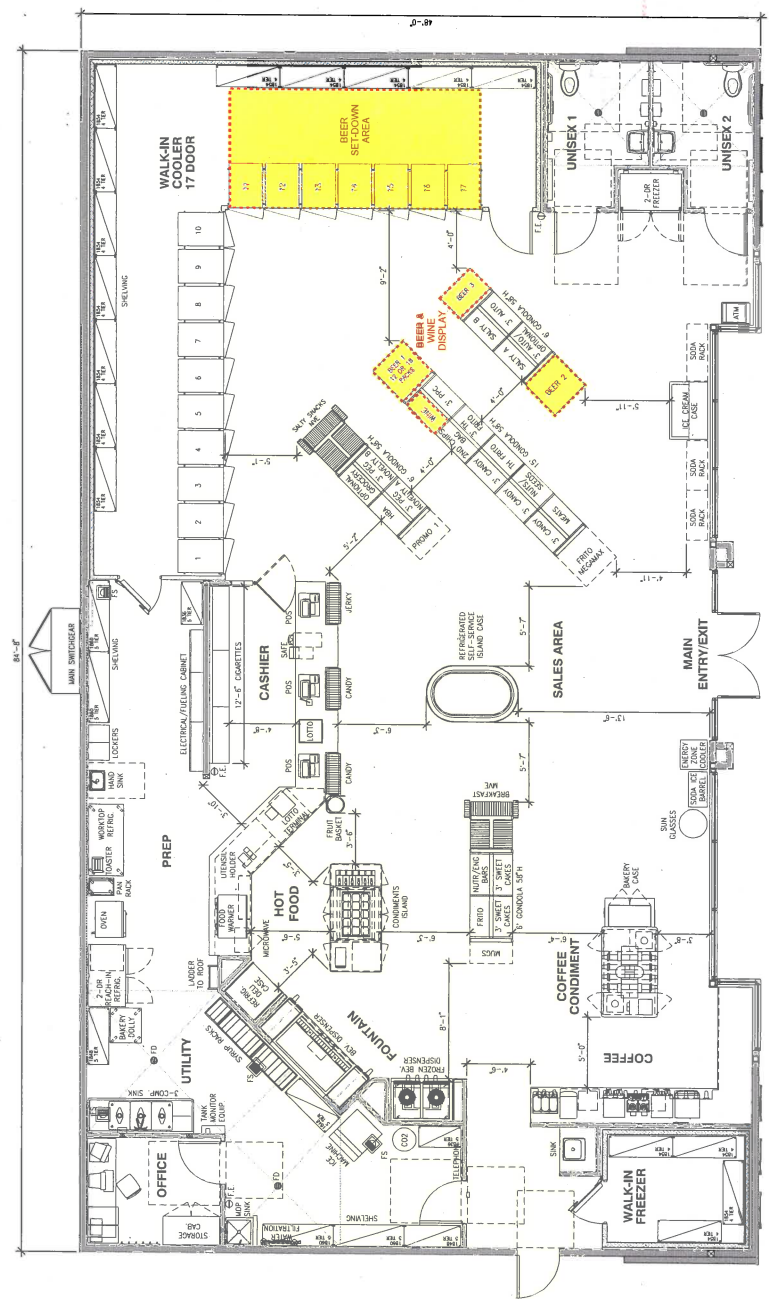
PARCEL 4 PARKING DATA
 REQUIRED: CARWASH (2 EMPLOYEES): 2 SPACES
 PROVIDED: 2 SPACES

PROVIDED:
 STANDARD SPACE (9'x20') 5 SPACES
 ACCESSIBLE SPACE (9'x20') 1 SPACES
 PROVIDED: 6 SPACES



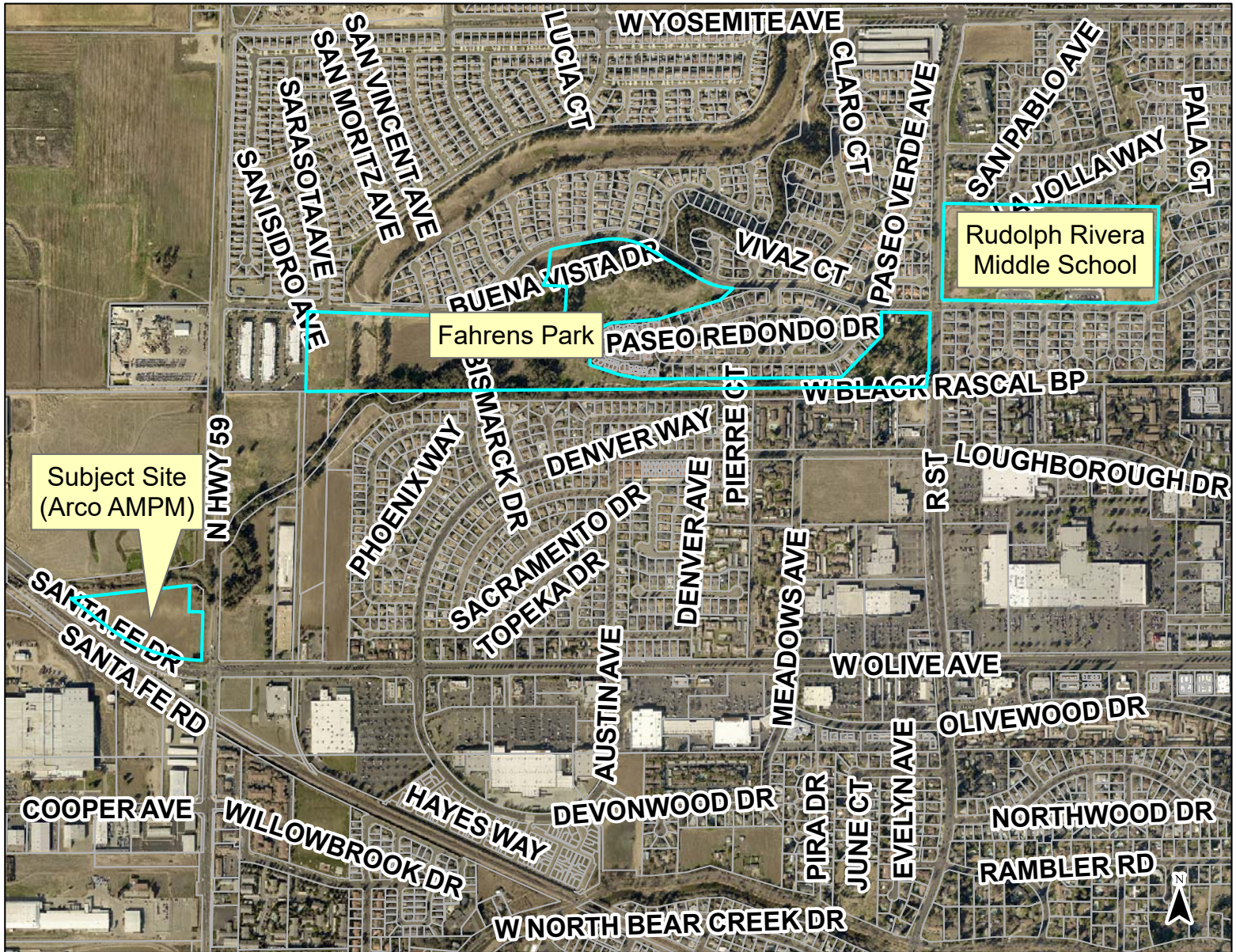
PARCEL 1 & 4 SITE PLAN
 SCALE: 1" = 30'





C-STORE FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 3,799 INTERIOR GROSS SQUARE FEET







August 8, 2019

City of Merced
Planning Division
678 W. 18th St.
Merced, California 95340



Re: Public Convenience and Necessity Type 20 license
Arco AmPm, 59 Petroleum LLC, operated by Guru Ardaas Inc.
Premises Address: NW corner of Santa Fe and Highway 59.

Dear City of Merced (Planning Commission),

The following is referring to the public convenience and necessity of obtaining a type 20 license for the proposed Arco AmPm being built by 59 Petroleum LLC and operated by Guru Ardaas Inc at the corner of Santa Fe and Highway 59.

Statement of Public Convenience or Necessity

Across five states on the US's pacific coast – from southern California to North Oregon AmPm is the community retail and convenience brand of choice for motorist and consumers. With an estimated 950 outlets, many of which are attached to fuel stations, the brand is well know for the quality of its food and drinks offered. AmPm has grown rapidly since its first outlet opened in 1978, by maintaining its commitment to quality and determination to offer the best selection. To that end, the following design elements are incorporated into its security plan. The storefront will include a significant number of windows so that the interior of the store is visible from the exterior of the building. Additional security , employee supervision of the facility , closed circuit video monitoring system with cameras located strategically throughout the property, and careful window signage and landscaping placement to avoid obstruction of visibility into and of the facility.

August 8, 2019

City of Merced
Planning Division
678 W. 18th St.
Merced, California 95340

Re: Public Convenience and Necessity Type 20 license
Arco ampm, 59 Petroleum LLC, operated by Guru Ardaas Inc.
Premises Address: NW corner of Santa Fe and Highway 59.

Dear City of Merced (Planning Commission),

The following is referring to the public convenience and necessity of obtaining a type 20 license for the proposed Arco ampm being built by 59 Petroleum LLC and operated by Guru Ardaas Inc at the corner of Santa Fe and Highway 59.

1. Character of Particular Premises

Proposed Arco ampm site is committed to taking all and any necessary steps to address all law enforcement, public, patron and government concerns regarding the proposed retail site. Furthermore, Arco ampm has an extensive employee-training program and is a responsible retailer of alcoholic beverages. Arco ampm proposed retail location is designed to provide a safe environment for patrons and employees. Arco AmPm is looking forward to making the Merced community a better place to live and such license will aid in the process of bringing ease and convenience to many locals in Merced.

2. Aesthetics and Ambiance of Proposed Premises

Proposed Arco ampm site shall be paved, handicap accessible and all structures up to code. Please see attached map of proposed location.

3. Attractiveness of Proposed Premises

Nearby residence north of the sight will have quick and easy access to the convenience store. This will allow them access to all types of items, including beer and wine. The site itself will be kept up to code. There are security cameras inside and outside the premises of the lot that secure the area and prevent any criminal activity. Furthermore, the building will also be a fresh new building near the older neighboring buildings which provides, as a good sight for incoming visitors and or nearby residence. In addition to this, the lot will be well maintained with the lawn being mowed, the building itself will also be well lit at night, and the parking lot will be behind, and in front of the building. Our location has much more parking than other Arcos, and the building itself looking appealing to the public eye.

4. Manner of Business Conducted on Proposed Premises

Proposed Arco ampm site will conduct daily transactions to include purchase of gas, convenience store items, beer and wine. Nearby residents, as well as any other consumers will have much more ease and convenience in picking up small quantity products and gas.

5. Guest of Proposed Premises

The neighboring residence as well as any other consumers will have much more ease and convenience in picking up such small quantity products from the local convenience store rather than visiting a large grocery store chain. A large portion of incoming guests will be local residence that are in need of products which can include alcoholic beverages. This site will greatly support those guests running a 9-5 job or going on a night shift where simple beverages or amenities are needed and are easily provided for at their local Arco.

6. Predicted Mode of Operation for Proposed Premises

Proposed Arco ampm site will have security cameras at proposed sight, as well as serve 24/7 which both aid in preventing any criminal activity near the area and as a result make for secure purchase of beer and wine without fear of criminal activity. Around the location of the site is a 500ft radius, there is no local residences, so this ensures the elimination of any risks in substance abuse caused around the sight.

7. Focus of Proposed Premises

Arco ampm is one of the highest volume gas stations in the state of California, giving out almost always the cheapest gas, which is great support for the local residence. Arco ampm as well as any other convenience store strives to provide ways to save time for most consumers, this is majorly done by having any major item needed in a person's everyday life at disposal to be provided if needed. Time, Efficiency, and Convenience are the major reasons as to why this license is needed for this specific project and how it will aid the locals and others.

8. Convenience of Proposed Premises

The public convenience and necessity of having a Type 20 license for the proposed site is that it is the closest off-site sale of any form of beer and wine. The license will also aid the site, as a projected 15-20% of the annual income will be produced by the purchase of such items. The site is located in an intersection, which provides consumers with ease in being able to fuel up on gas as well as convenience in purchasing their chosen alcoholic beverage, as well as other small quantity products without having the need to visit a local grocery store. This provides great convenience for consumers as all the small things they need are all kept, and they do not have to make multiple trips as well as the fact that guests usually expect such things in such convenience store.

Thank you for your consideration, we look forward to making the Merced community a better place to live and such a license will aid in the process of bringing ease and convenience to Merced.

Thanks,

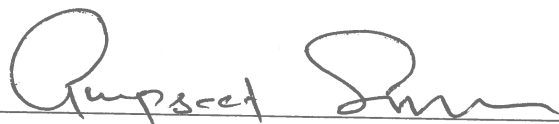
Guru Ardaas Inc

59 Petroleum LLC.

Inderjeet Singh,



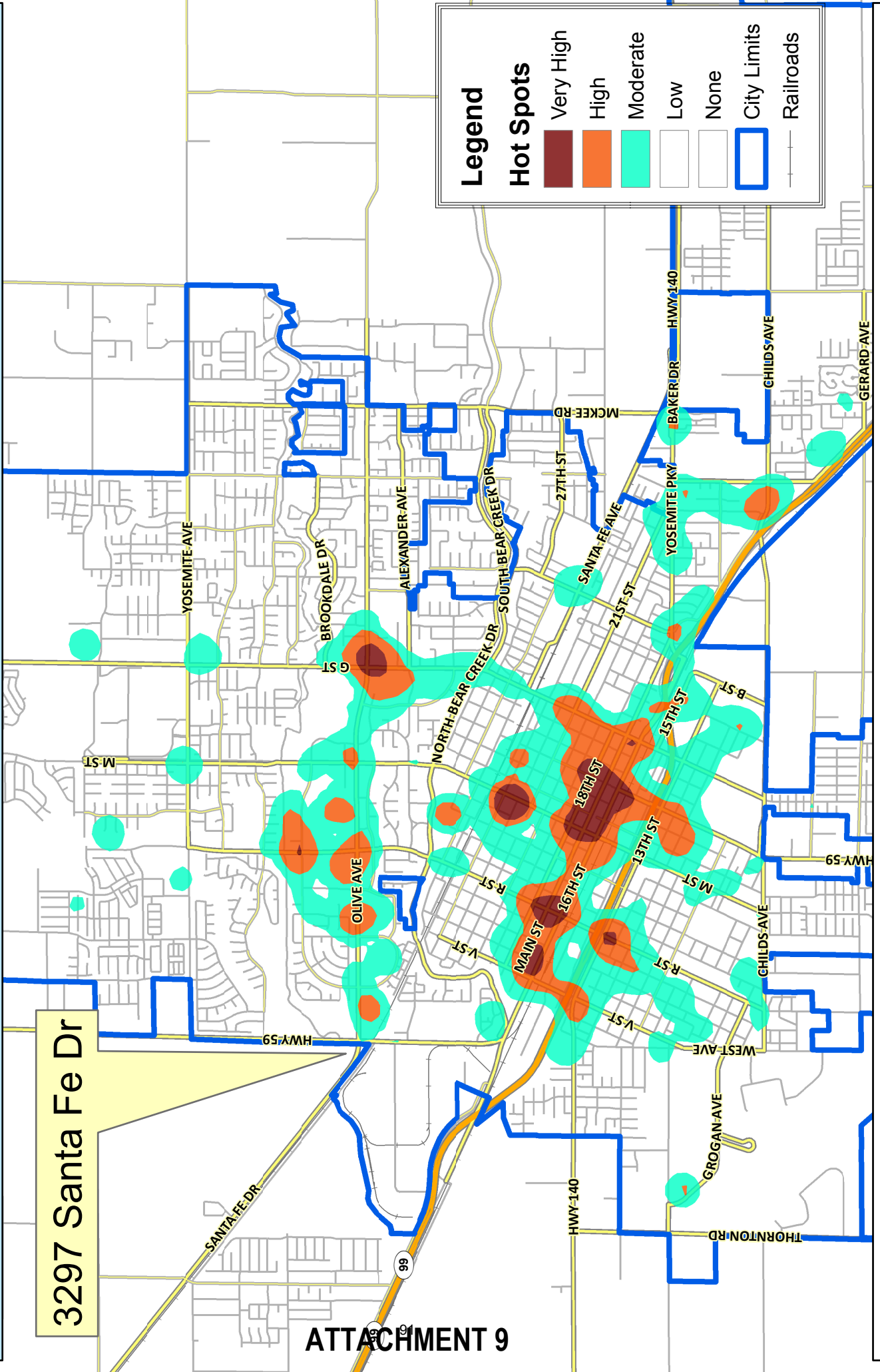
Gurpreet Singh,



HOT SPOTS of ALL POLICE INCIDENTS for 3/1/18 - 3/22/19

80,472 incidents city wide

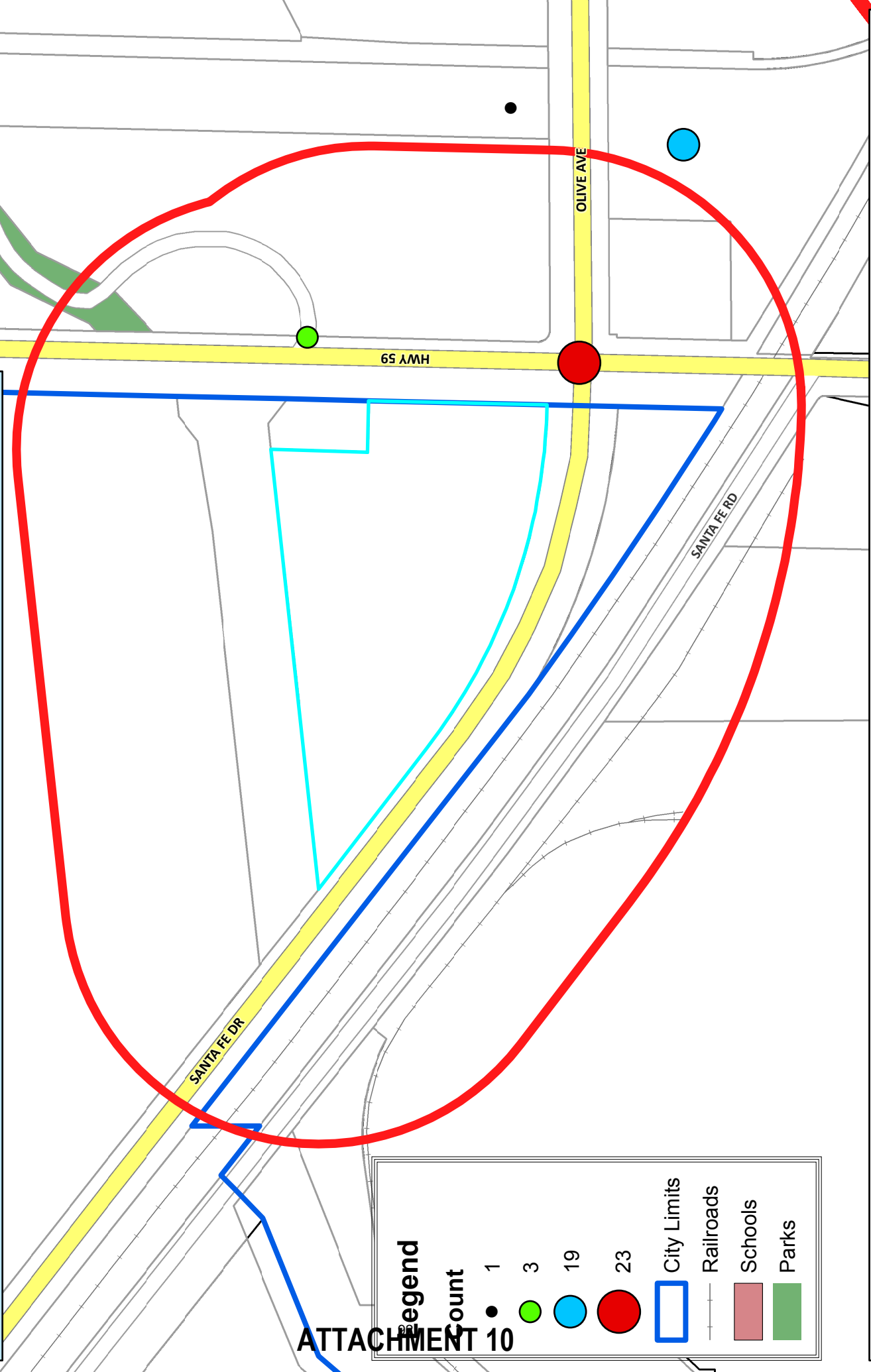
3297 Santa Fe Dr



ATTACHMENT 9

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.

46 Incidents within 500ft of 3297 Santa Fe Dr
for period of 3/1/18 - 3/22/19



ATTACHMENT 10

Legend

●	Count	City Limits
●	1	Railroads
●	3	Schools
●	19	Parks
●	23	
□		

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.

CITY OF MERCED
Planning Commission

Resolution #4018

WHEREAS, the Merced City Planning Commission at its regular meeting of April 3, 2019, held a public hearing and considered **Conditional Use Permit #1229**, initiated by 59 Petroleum, LLC, on behalf of Louann Bianchi, property owner. This application involves a request to sell beer and wine for off-site consumption for a new gas station (Arco AM/PM), generally located at the northwest corner of Santa Fe Drive/Olive Avenue and N. Highway 59 (3297 Santa Fe Drive), within a zoning classification of Thoroughfare Commercial (C-T), and a General Plan designation of Thoroughfare Commercial (CT) once the annexation to the City is completed; also known as Assessor's Parcel Number (APN) 057-200-067; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through E of Staff Report #19-10; and,

NOW THEREFORE, after reviewing the City's Draft Environmental Determination, and discussing all the issues, the Merced City Planning Commission does resolve to hereby adopt a Categorical Exemption regarding Environmental Review #19-05, and approve Conditional Use Permit #1229, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

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

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

NOES: None

ABSENT: Commissioner Camper

ABSTAIN: None

PLANNING COMMISSION RESOLUTION # 4018

Page 2

April 3, 2019

Adopted this 3 day of April 2019.



Chairperson, Planning Commission of
the City of Merced, California

ATTEST:



Secretary

Attachment:

Exhibit A – Conditions of Approval

n:shared:planning:PC Resolutions: CUP#1229 (Alc sales for off-site consumption at new gas station)

Conditions of Approval
Planning Commission Resolution #4018
Conditional Use Permit #1229

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (floor plan) -- Attachment D of Staff Report #19-10, except as modified by the conditions.
2. All conditions contained in Resolution #1249-Amended (“Standard Conditional Use Permit Conditions”—except for Condition #16 which has been superseded by Code) shall apply.
3. The Project shall comply with the conditions set forth in Planning Commission Resolution #3095 for Pre-zoning Application #15-01 and General Plan Amendment #15-04, previously approved for this project (Attachment I of Staff Report #19-10).
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. Sufficient lighting shall be provided throughout the site to provide a safe environment for employees and patrons of the business.
7. All landscaping shall be kept healthy and maintained in good condition and any damaged or missing landscaping shall be replaced immediately.
8. The premises shall remain clean and free of debris and graffiti at all times. Any damaged materials shall be replaced by matching materials.
9. A temporary banner permit shall be obtained prior to installing any temporary signs. Free-standing temporary signs (i.e., sandwich boards, A-frame signs, etc.) are prohibited.
10. No display or sale of beer or wine shall be made from an ice tub.
11. Employees shall be at least 21 years old to sell alcohol.
12. The proprietor and/or successors in interest and management shall comply with all Municipal Codes relating to loitering, open container laws, and other nuisance-related issues.
13. The area within the convenience market dedicated to the display and sale of beer shall not be more than 7 cooler spaces (typical of those found in a grocery store or convenience market) or 150 square feet, in addition to 60 square feet outside the cooler area. The area dedicated to the display and sale of wine on free-standing shelves or coolers shall not exceed 20 square feet.
14. The City reserves the right to periodically review the area for potential problems. If problems (on-site or within the immediate area) including, but not limited to, public drunkenness, the illegal sale or use of narcotics, drugs or alcohol, disturbing the peace, and disorderly conduct result from the proposed land use, the conditional use permit may be subject to review and revocation by the City of Merced after a public hearing and in conformance with the procedures outlined in the Merced Municipal Code.

EXHIBIT A
OF PLANNING COMMISSION RESOLUTION #4018

15. No single-serving containers shall be sold separately unless authorized by the City of Merced Police Department. All single-serving beer and wine cooler containers shall be sold as part of a pack or carton. However, wine bottles or cartons of sizes 750 ml or larger may be sold as single-serving containers.
16. No alcohol shall be displayed within five feet of the cash register or the front door.
17. No advertisement of alcoholic beverages shall be displayed on motor fuel islands, in landscaped areas, or outside the buildings or windows.
18. No self-illuminated advertising for alcoholic beverages shall be located on buildings or windows.
19. No sale of alcoholic beverages shall be made from a drive-up window.
20. The business shall comply with all applicable requirements from the Merced County Health Department.
21. This approval is subject to the business owner being in good standing with all laws of the State of California, including the Alcohol Beverage Control (ABC), City of Merced, and other regulatory agencies.
22. A permanent tamper-proof outdoor trash receptacle shall be installed near the main entrance to the convenience market.
23. The conditional use permit will only become valid on the date that the annexation to the City is complete. If the annexation is not completed within two years of this Planning Commission date, the approval will be null and void, and a new conditional use permit would need to be applied for.

n:\shared\planning\PC Resolutions: CUP #1229 Exhibit A



ADMINISTRATIVE REPORT

Agenda Item I.8.

Meeting Date: 9/16/2019

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

SUBJECT: Approval of Street Closure Request #19-14 by the Merced County Office of Education to Host the 18th Annual Lights on After School Event, on Thursday, October 24, 2019, From 1:30 p.m. to 10:00 p.m. on W. Main Street Between M and K Streets, Canal Street Between W. Main and W. 18th Streets, and K Street Between W. 18th and W. Main Streets

REPORT IN BRIEF

Considers approving a request by the Merced County Office of Education for the closure and use of City streets for the 18th Annual Lights on After School event. The request seeks the approval to close W. Main Street (between M and K Streets), Canal Street (between W. Main and W. 18th Streets), and K Street (between W. 18th and W. Main Streets), but keeping the intersection open to allow westbound traffic along Main Street to move southbound on K Street and northbound traffic on K Street to move eastbound on Main Street. The event is proposed on Thursday, October 24, 2019, from 1:30 p.m. to 10:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of W. Main Street between M and K Streets, Canal Street between W. Main and W. 18th Streets, and K Street between W. 18th and W. Main Streets (but keeping the intersection open to allow westbound traffic along Main Street to move southbound on K Street and northbound traffic on K Street to move eastbound on Main Street), on Thursday, October 24, 2019, from 1:30 p.m. to 10:00 p.m., subject to the details and conditions outlined in the administrative staff report.

ALTERNATIVES

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

AUTHORITY

City of Merced Charter, Section 200; California Vehicle Code (CVC) Section 21101(e), as follows:

“21101. Local authorities, for those highways under their jurisdiction, may adopt rules and regulations by ordinance or resolution on the following matters:

(e) Temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.”

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

The Merced County Office of Education (MCOE) is requesting to hold its 18th Annual “Lights on After School” event on downtown streets on the evening of Thursday, October 24, 2019. The event will begin at 5:00 p.m., and is expected to end at 8:00 p.m.

Launched nationally in October 2000, “Lights On After School” is a coordinated nationwide event celebrating afterschool programs and their important role in the lives of children, families, and communities. Organized nationwide by The Afterschool Alliance, and partnered on the national level with groups including the American Heart Association’s Voices for Healthy Kids, Alliance for a Healthier Generation, Camp Fire, National Recreation and Parks Association, the YMCA, and 4-H National Youth Science Day, the simultaneous events throughout the United States seek to draw attention to the many ways afterschool programs support students by offering them opportunities to learn new things and discover new skills.

Locally, the Merced event will feature games, information booths, performances by local groups, music, and a children’s walking parade through the closure area (Attachment 2). The MCOE expects an attendance of approximately 2,500 people.

Requested Streets

The applicant requests the closure of the following streets on Thursday, October 24, 2019, from 1:30 p.m. to 10:00 p.m., as shown on Attachments 1 and 2, subject to the details and conditions outlined in the Conditions of Approval:

- W. Main Street, between M and K Streets
- Canal Street, between W. Main and W. 18th Streets.
- K Street, between W. Main and W. 18th Streets (but keeping the intersection open to allow westbound traffic along Main Street to move southbound on K Street and northbound traffic on K Street to move eastbound on Main Street)

Temporary barricades will be placed at the intersections of M and W. Main Streets, at the crosswalk on the eastern side of M Street; K and W. Main Street, at the cross walk on the western side of K Street and at the crosswalk on the northern side of W. Main Street (leaving the intersection open for through traffic); Canal and W. 18th Streets, at the crosswalk on the southern side of W. 18th Street; and at the intersection of K Street and W. 18th Street, at the crosswalk on the southern side of W. 18th Street (Attachments 1 and 2). Vehicles will still be able to gain access to the public parking lots northwest of the event via W. 18th Street.

The event sponsor has ordered the placement of temporary restroom facilities for the public's use during the event, including a handicapped-accessible unit. They will be placed at the southern end of Bob Hart Square, at Canal Street.

At least seventy-two hours (three days) prior to the event, the event organizers are required to notify nearby businesses and residences within one half-mile of the affected streets (Condition #6). To ensure this task has been completed, event organizers are required to provide staff with confirmation that this notification was given. Staff has prepared a standard form that the event sponsor shall complete, photocopy, and distribute to businesses and residences within the stated area (Attachment 3). A copy of this form shall also be signed and submitted to Planning Department staff, affirming that the required businesses and residences were notified.

Conditions of Approval

The event and street closure will be subject to the following conditions, if approved:

1. By applying for the street closure request, the Permittee shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by the City of insurance certificates and endorsements required for this event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
2. Prior to engaging in the event, Event Sponsor shall provide the City with a Certificate of Liability Insurance evidencing coverage in an amount of no less than \$500,000 for property damage and \$500,000 for personal injury or a minimum combined single limit coverage of \$500,000. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this coverage, naming the City of Merced, its Officers, Employees, Agents as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City. Certificates of Insurance shall also be provided for Automobile insurances of all automobiles used for the event. If the Event Sponsor has any employee (s), full workers' compensation insurance shall be provided with a limit of at least \$100,000 for any one person as required by law.
3. The event sponsor shall obtain, at its sole cost and expense, special events coverage insuring the City and its officers, employees, volunteers, and agents from any and all claims relating to the project. Special events coverage may be obtained through private insurance or is available through

application with the City of Merced Insurance/Risk Management Department, 209-385-6979.

4. Failure to comply with any law, rule, or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.
5. Event sponsor shall be responsible for placing and removing all traffic barricades and posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicle(s) per California Vehicle Code Section 22651(m).
6. Event sponsor shall contact all businesses and residences affected by the street closures, advising them of the hours, conditions, and reason thereof within one half-mile of the closure area at least seventy-two (72) hours prior to the event. Event sponsor shall provide the City with confirmation that the proper notification was given (Attachment 3).
7. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path to and through the interior of the closure area at all times. Fire hydrant access shall not be blocked at any time whatsoever.
8. Event sponsor shall provide adequate supervision and security throughout the area, a minimum of 1 security guard for every 100 people, to ensure the safety of the participants and the public gathered, as required by the Police Department.
9. The Merced City Police Department, or their designee has the authority to immediately cancel all activities requested with this street closure if there is a police or other emergency incident in the area. Application fees are non-refundable.
10. Event sponsor shall be responsible for removing all equipment and disposing of any trash and debris within and around the closure area that is generated from the event prior to the expiration of the closure permit.
11. Alcoholic beverages may not be served or sold at this event.
12. Event sponsor shall be responsible for ensuring that any outside vendors involved with the event obtain a City of Merced business license and a Merced County Environmental Health Food Vendor Permit, if food-related.
13. Each booth, if any, that will have cooking (with a maximum of three booths per block) must follow all fire prevention guidelines and regulations set by the fire department including, but not limited to, using fire-rated tents, keeping a distance of no less than 50 feet from other cooking tents, and having a fire extinguisher on hand that includes a current State Fire Marshal service tag.
14. If needed, the applicant/event sponsor shall arrange and pay for special event City Refuse and/or recycling container service(s) by contacting Public Works at (209)385-6800.

15. All other provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.

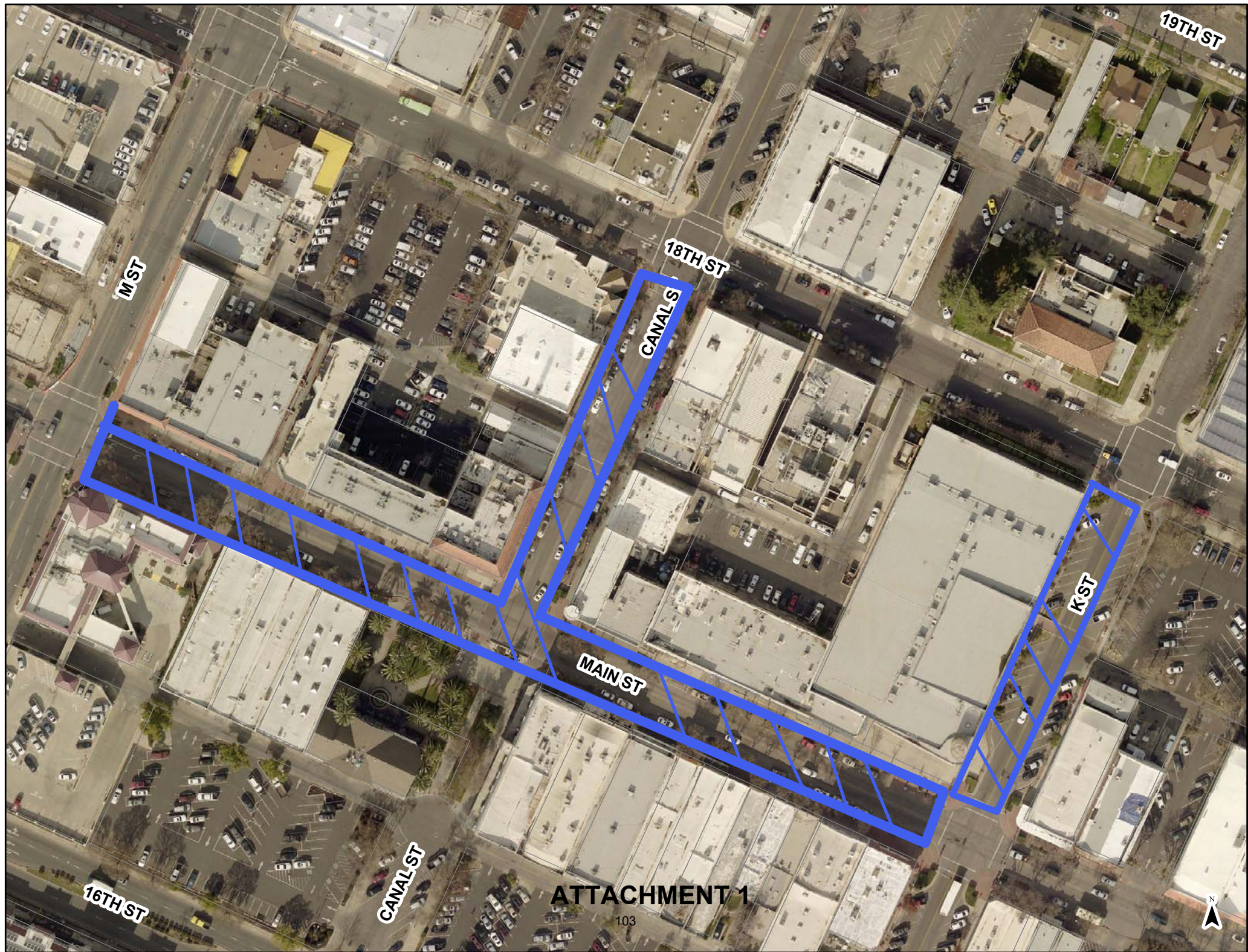
IMPACT ON CITY RESOURCES

There will be very little impact on City resources in association with this street closure.

The event has not needed additional refuse containers for past years' events, and they expect this will remain the same. However, the event does generate some recyclable waste and thus will need recycling container services from Public Works. The event sponsor would be required to make arrangements with the Public Works' Refuse Division for those services (Condition #14).

ATTACHMENTS

1. Location Map
2. Event Site Plan
3. Notice of Pending Street Closure form



19TH ST

18TH ST

M ST

CANALS

K ST

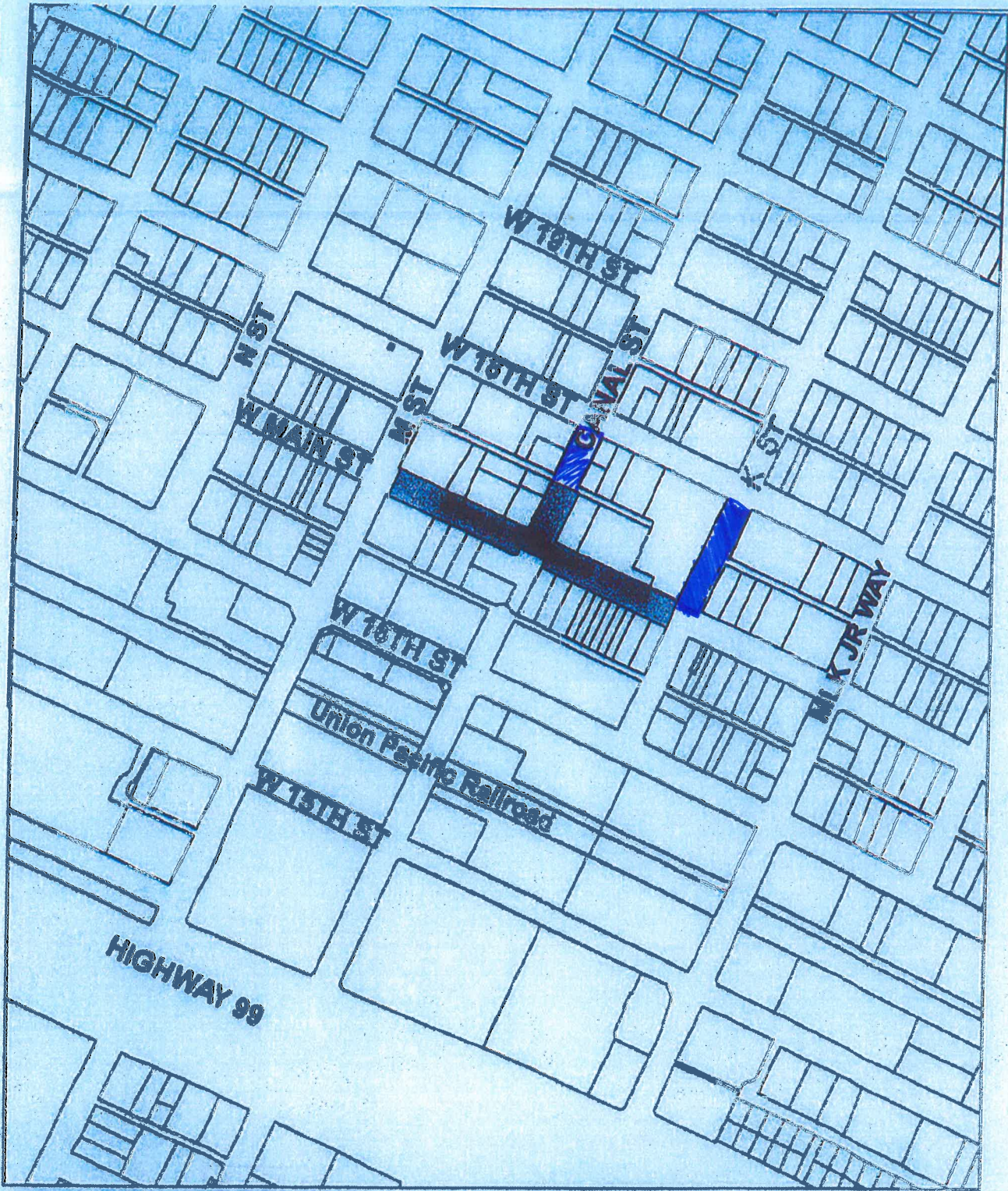
MAIN ST

16TH ST

CANAL ST

ATTACHMENT 1



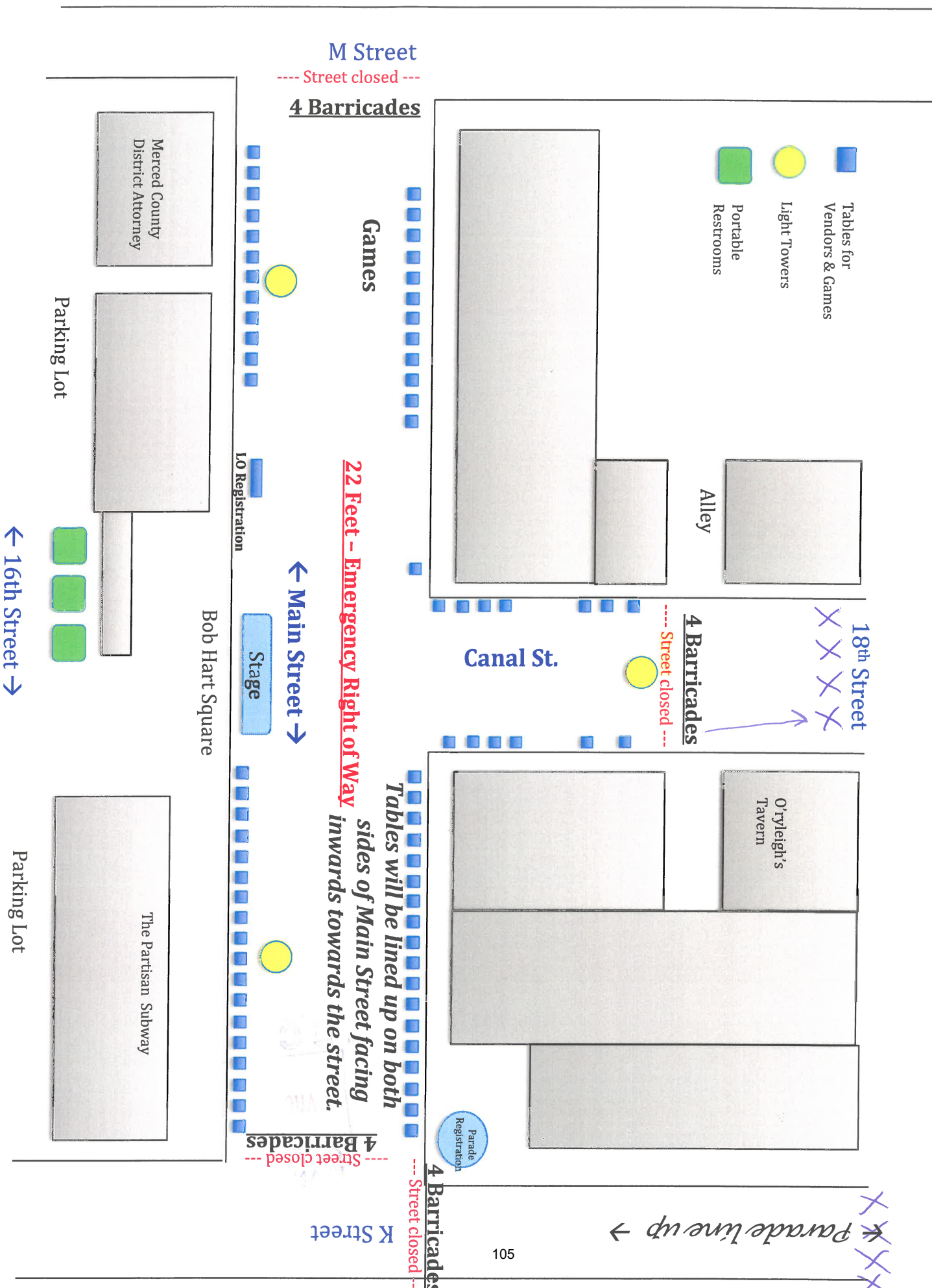


Disclaimer: This document was prepared for general information only. The City of Merced makes no warranty, representation, or guarantee regarding the accuracy of this map. The City of Merced is not responsible for errors or omissions that might occur. Official information regarding specific parcels should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

Location Map:
Street Closure
Merced County Office of Education
"Lights On After School"
Thursday, 10-24-19



ATTACHMENT 2



M Street

--- Street closed ---

4 Barricades

Games

10 Registration

← Main Street →

Stage

Bob Hart Square

Canal St.

4 Barricades

--- Street closed ---

18th Street

O'ryleigh's Tavern

Parade Registration

4 Barricades

--- Street closed ---

Tables will be lined up on both sides of Main Street facing inwards towards the street.

K Street

← Parade line up →

Merced County District Attorney

Parking Lot

← 16th Street →

The Partisan Subway

Parking Lot

NOTIFICATION OF PENDING STREET CLOSURE

This is to notify you of an event that will require the closure of street(s) in your area. Please note the details below, including the date and time of the closure(s), and plan to park your vehicle(s) off the affected street(s) on the day of the event. Your cooperation is greatly appreciated. If you have any concerns, please notify the contact person listed.

Name of Event: Lights On Annual Event Celebration **Type of event (parade, etc.):** Festival
Contact Person: Harpreet Takhar **Phone Number:** 209-381-5935

Date(s) of closure: Thursday, October 24th **Time:** between 1:30pm am/pm and 10:00pmam/pm
Streets to be closed: _____
Main St from M to K St and Canal from Main to 18th St
Other streets with restricted access: _____

Please Note: Event Sponsor is responsible for posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to any necessary towing of vehicle(s), per California Vehicle Code Section 22651(m).

To avoid having your vehicle towed, please keep this notice as a reminder and comply with the posted parking restrictions. If you are a business with employees, please notify your employees as soon as possible and post this notice in a conspicuous location. Thank you.

NOTIFICATION OF PENDING STREET CLOSURE

This is to notify you of an event that will require the closure of street(s) in your area. Please note the details below, including the date and time of the closure(s), and plan to park your vehicle(s) off the affected street(s) on the day of the event. Your cooperation is greatly appreciated. If you have any concerns, please notify the contact person listed.

Name of Event: Lights On Annual Event Celebration **Type of event (parade, etc.):** Festival
Contact Person: Harpreet Takhar **Phone Number:** 209-381-5935

Date(s) of closure: Thursday, October 24th **Time:** between 1:30pm am/pm and 10:00pmam/pm
Streets to be closed: _____
Main St from M to K St and Canal from Main to 18th St
Other streets with restricted access: _____

Please Note: Event Sponsor is responsible for posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to any necessary towing of vehicle(s), per California Vehicle Code Section 22651(m).

To avoid having your vehicle towed, please keep this notice as a reminder and comply with the posted parking restrictions. If you are a business with employees, please notify your employees as soon as possible and post this notice in a conspicuous location. Thank you.

Page 6

To be signed by Event Sponsor Representative after completion of required 72-hour notification and submitted to the City of Merced Planning Dept, City Hall (2nd Floor), 678 W. 18th Street, Merced.

I have notified the required parties of the dates, times, and affected streets, as required.

Signed  Title: ELP Advisor Date: 8/13/19

106

ATTACHMENT 3



ADMINISTRATIVE REPORT

Agenda Item I.9.

Meeting Date: 9/16/2019

Report Prepared by: Melanie Karle, Accountant I, Finance

SUBJECT: Approval of the First Amendment to Community Facilities Districts (CFD) Administration Contract with Goodwin Consulting Group, Inc. to Add an Additional Term from November 2, 2019 to November 3, 2022 at the Rates Set Forth on Exhibit 2 to the Amendment

REPORT IN BRIEF

Considers renewing the Community Facilities Districts (CFD) Administration Services Contract with Goodwin Consulting Group, Inc. for additional three year term.

RECOMMENDATION

City Council - Adopt a motion approving the first amendment to Community Facilities Districts (CFD) Administration Services Contract with Goodwin Consulting Group, Inc., and authorizing the City Manager or the Assistant City Manager to sign the necessary documents.

ALTERNATIVES

1. Approve as recommended; or
2. Deny; or,
3. Refer to staff

AUTHORITY

Charter of the City of Merced, Section 3.04.110.

CITY COUNCIL PRIORITIES

As provided for in the 2019-20 Adopted Budget.

DISCUSSION

In 2003, the City of Merced approved a policy requiring all new development within the boundaries of the City to form or annex into a Community Facilities District pursuant to the Mello-Roos Act of 1982 for services to be provided including all or a portion of the following: police and fire protection services, maintenance of parks, landscaping, street lighting, storm drain maintenance and other services authorized by the Act.

In addition, there were three Community Facilities Districts formed for the purpose of infrastructure financing. These districts require additional disclosure and reporting services as set forth in the financing agreement.

Goodwin Consulting Group, Inc. has been providing the Community Facilities Districts Administration Services since November 2, 2009. In 2014 the City of Merced completed a Request for Proposal and Goodwin Consulting Group, Inc. had the best overall score and a contract was awarded. The current contract is for five year term with an option to renew for additional three year term upon mutual agreement of both parties. The current contract expires on November 2, 2019.

The City of Merced and Goodwin Consulting Group, Inc. mutually agreed to renew this contract for additional three year term. The City of Merced and Goodwin Consulting Group, Inc. have worked together on several projects including all four CFD formations. Goodwin Consulting Group, Inc. also provided special tax consulting for both the Services and Infrastructure Financing Districts. We have an established rapport and they have always provided great service and excellent work.

It is recommended that Goodwin Consulting Group, Inc. continues to provide CFD administration services to the City of Merced for additional three year term using the renew option within the current contract.

IMPACT ON CITY RESOURCES

No budget appropriation is required; the CFD administration cost is included in the fiscal year 2019-20 budget and is fully paid by the CFD special tax assessment.

ATTACHMENTS

1. First Amendment
2. Original contract

**FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 2019, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Goodwin Consulting Group, Inc., a California Corporation, whose address of record is 555 University Avenue, Suite 280, Sacramento, California 95825 (“Consultant”).

WHEREAS, City has established certain Community Facilities Districts named 2003-1, 2003-2, 2005-1 and 2006-1 that requires administrative services; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated November 17, 2014, and,

WHEREAS, City and Consultant desire to exercise the option to extend the term of the Agreement an additional three (3) years.

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

1. Section 22, “ADDITIONAL TERM,” is hereby added to the Agreement to read as follows:

“SECTION 22. ADDITIONAL TERM. The additional term of this Agreement shall commence on November 2, 2019 and shall end as of November 3, 2022. During the additional term, Consultant shall perform the Scope of Work outlined in Exhibit 1, and in accordance with the rates set forth in Exhibit 2. Exhibits 1 and 2 are attached hereto and incorporated herein.”

2. Except as herein amended, the Agreement dated November 17, 2014, shall remain in full force and effect.

///

///

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  _____
Dep. City Attorney Date 7/26/19

ACCOUNT DATA:

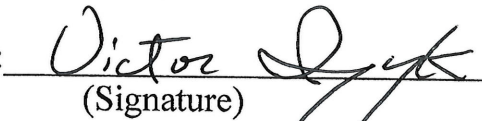
BY: _____
Finance Officer

CONSULTANT
GOODWIN CONSULTING GROUP,
INC., a California Corporation

BY: 
(Signature)

Susan Goodwin
(Typed Name)

ITS: President
(Title)

BY: 
(Signature)

Victor Irzyk
(Typed Name)

ITS: Chief Financial Officer
(Title)

Taxpayer I.D. No. 94-3393430

ADDRESS: ³³³~~555~~ University Avenue
Suite ~~280~~ 160
Sacramento, CA 95825

02

TELEPHONE: (916) 561-0890

FACSIMILE: (916) 561-0891

EXHIBIT 1

SCOPE OF WORK

Goodwin Consulting Group, Inc. (GCG) will provide annual tax administration services to the City of Merced's (City) Community Facilities Districts (CFDs). GCG will provide the following services:

A. ADMINISTRATION

Background Research

GCG will gather information from the City and update the database prepared by GCG to calculate the annual special tax levy. This task will include the following:

Map & Parcel Research: Identify and obtain copies of all subdivision, final, and parcel maps, as necessary. Identify all relevant information such as date of subdivision, property use, and acreage of each parcel in each CFD. Once the Assessor's tax roll has been closed for the upcoming fiscal year, review the assessor parcel maps and determine the assessor parcel numbers that will be valid for the fiscal year.

Building Permit Tracking: Monitor on an annual basis the issuance of building permits in the CFD, the type of land use for which such permits or certificates have been issued, and the acreage or lot size reflected on each permit.

Classification of Property: Pursuant to the Rate and Method of Apportionment (RMA) of Special Tax, categorize each parcel to the appropriate special tax classification, including Single Family Residential Property, Multi-Family Residential Property, Retail Property, Office Property, Industrial Property, and Other Property.

Database Management: Update the database for each CFD to reflect current parcel numbers, square footage, assigned tax categories, and other relevant information which will allow for the assignment of the special tax pursuant to the RMA.

Annual Special Tax Levy Calculation

GCG will calculate the maximum special tax revenues that may be levied on all taxable parcels in each of the CFDs to determine the maximum potential tax levy for the fiscal year. GCG will then coordinate with City staff to determine the actual tax levy for each CFD. Once the actual tax levy is determined, GCG will calculate the special tax levy for each taxable parcel in each CFD by applying the RMA tax formula. GCG will identify all CFD expenses including annual debt service, the budget for public service costs to be funded in the following fiscal year, CFD administrative expenses, and collection costs. Any applicable surplus special taxes, interest earnings, and other credits will be applied to reduce the annual special tax levy.

Annual CFD Administration Report Preparation

GCG will prepare a special tax administration report for each CFD which contains the results of our parcel research and findings of the financial analysis. An explanation of the methodology employed to calculate the special taxes levied will be incorporated. The report will also include annual reporting items required by Senate Bill 165 (Local Agency Special Tax and Bond Accountability Act).

In addition, pursuant to AB 2109 and Government Code 12463.2, GCG will annually provide the City with the CFD data required to be reported in the City's Financial Transactions Report for the State Controller's Office.

Annual Special Tax Enrollment

For each CFD, GCG will compile a list of parcels in the CFD that will be subject to the special tax levy and format it in compliance with the specific formatting instructions of the Merced County Auditor-Controller's office. The formatted tax levies will be submitted to the Auditor-Controller's Office on or before August 10 (or other specified date) for inclusion on the consolidated property tax bills.

Answer Inquiries from Various Parties

GCG will respond to property owners, realtors, title companies, appraisers and other parties' questions regarding the special tax and other CFD related issues. A GCG staff member will be listed as the contact for calls that are received by the Treasurer/Tax Collector's Office, and calls will be responded to on the day received.

Mello-Roos Cash Flow Analysis

If needed for subsequent bond issues for the CFD, GCG will update the financial cash flow model for the CFD to examine the relationship of special tax revenues and debt service requirements. This cash flow model will incorporate information regarding bonded indebtedness and current and projected development.

Prepayment Calculations (Infrastructure CFDs)

GCG will provide developers, title agents and other interested parties with the prepayment amount required to pay down or payoff the special tax lien on their property. GCG will ensure that prepayments include all required bond premiums, negative arbitrage estimates, reserve fund credits, and administrative charges. The cost of prepayment calculations and subsequent cancellation of the special tax lien will be included in the prepayment calculation and charged to the property owner.

B. DELINQUENCIES AND FORECLOSURES

Delinquent Special Tax Reporting

GCG will monitor the Auditor-Controller's tax collection summaries and report on delinquent parcels and corresponding delinquent taxes in each CFD. GCG will prepare and deliver CFD delinquency reports to the City three times a year; no later than March 1, June 1, and September 1. If requested by the City, GCG will prepare and mail reminder and demand letters to property owners with delinquent special taxes. Additionally, GCG will work with the City to ensure the CFD's compliance with any foreclosure covenants and provisions in the bond documents.

Coordination of Foreclosure Activities

GCG will assist the City in complying with provisions in the bond indenture or fiscal agent agreement regarding actions to be taken in the event of a foreclosure on a property due to tax delinquency. GCG will coordinate with City staff and legal counsel to identify those parcels for which judicial foreclosure will be initiated. Compensation for foreclosure activities and services is payable only when a settlement is reached with the property owner and a payment is received for delinquencies and administration fees.

C. CONTINUING DISCLOSURE

GCG will provide information to the Municipal Electronic Municipal Market Access (EMMA) (pursuant to S.E.C. regulations) and the California Debt and Investment Advisory Commission (pursuant to Senate Bill 1464) and prepare special tax disclosure materials to homebuyers as specified in Senate Bill 1464. This task shall include the following subtasks:

Prepare the annual Continuing Disclosure Report for each year and respond to secondary information requirements set forth in SEC Section 15c2-12, as amended.

Submit the annual Fiscal Report as specified in Government Code Section 53359.5 to California Debt and Investment Advisory Commission by October of each year.

Prepare special tax disclosure materials on the City's behalf for resale properties as required by Government Code Section 53340.2.

Pursuant to SB 1029 prepare and file the Annual Debt Transparency Report with CDIAC by January 31 of each year for all bonds issued after January 1, 2017.

D. ARBITRAGE REBATE CALCULATION

Pursuant to Internal Revenue Code 148, certain interest revenue earned on proceeds from a federally tax-exempt bond issue that is greater than the yield on the bond issue must be rebated back to the federal government. GCG will review the account statements for the various funds associated with the bond issue and coordinate with the fiscal agent to prepare the annual or five-year arbitrage rebate calculations. A report, identifying the rebate liability for each CFD, will be produced. GCG will determine the amount, if any, that must be rebated to the federal government at each five-year interval.

EXHIBIT 2

PROPOSAL FORM

Venus Rodriguez
 Finance Officer
 City of Merced
 678 West 18th Street
 Merced, CA 95340

Dear Ms. Rodriguez,

I certify that I have adequate personnel, equipment, and facilities to provide the City of Merced with tax administration services for its CFDs. I understand that all information included in, attached to, or required by this Request for Proposal shall become public record upon delivery to the Finance Officer of the City of Merced.

Submitted by:

Authorized Signature: 

Title: Senior Principal

Date: July 18, 2019

Telephone: (916) 561-0890

I agree to furnish such required services to the City of Merced in accordance with the following fees:

	<u>Proposed Fees *</u>	
	<u>Services CFD</u>	<u>Infrastructure CFD</u>
	\$3,050 + \$2.50 for each <u>taxed</u> parcel that was annexed to the CFD <u>after</u> FY 2014-15	
Background Research	<u>\$3,050</u>	<u>\$1,150</u>
Annual Special Tax Levy Calculation	<u>\$2,050</u>	<u>\$1,500</u>
Annual CFD Administration Report Preparation	<u>\$ 700</u>	<u>\$ 575</u>
Annual Special Tax Enrollment	<u>\$ 575</u>	<u>\$ 225</u>
Answer Inquiries from Various Parties	<u>N/A</u>	<u>Included</u>
Mello-Roos Cash Flow Analysis		No charge for estimates. \$250 fee to calculate and process prepayments; fee paid by parcel owner.
Prepayments	<u>N/A</u>	
Delinquencies	<u>\$ 675</u>	<u>\$ 475</u>

Foreclosures	N/A	Paid by property owner as part of settlement
Continuing Disclosure	N/A	\$1,150
Arbitrage Rebate Calculation	N/A	\$ 475

* *The fees set forth will escalate three percent (3%) per year after fiscal year 2019-20.*

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 17th day of NOVEMBER, 2014, 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 Goodwin Consulting Group, Inc., a California Corporation, whose address of record is 555 University Avenue, Suite 280, Sacramento, California 95825, (hereinafter referred to as "Consultant").

WHEREAS, City has established certain Community Facilities Districts named 2003-1, 2003-2, 2005-1 and 2006-1; and

WHEREAS, Consultant represents that it possesses the labor and professional skills and expertise to provide administrative services in connection with said Community Facilities Districts; and

WHEREAS, City desires to retain a qualified professional to provide all necessary and required administrative services to said Community Facilities Districts.

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 Community Facilities District administrative services described in Exhibit "A" attached hereto and incorporated herein by reference.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Finance Officer or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on November 2, 2014 and shall end as of November 1, 2019. A three (3) year renewal term may be exercised upon mutual agreement of both parties.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B".

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. 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: *John M. Bramble*
City Manager

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY: *[Signature]*
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: *Ken Rozell* *10/28/14*
City Attorney Date

214928 PO#: 114853
ACCOUNT DATA:

v-12549

BY: *Li H. Albright*
Verified by Finance Officer
Funds Available: *use 11/6/14*
Various CFD funds. ✓
\$31,702.00

CONSULTANT
GOODWIN CONSULTING GROUP,
INC., a California Corporation

BY: Victor Izyk
(Signature)

Victor Izyk
(Typed Name)

ITS: CFO
(Title)

BY: Susan Goodwin
(Signature)

Susan Goodwin
(Typed Name)

ITS: President
(Title)

Taxpayer I.D. No. 94-3393430

ADDRESS: 555 University Avenue
Suite 280
Sacramento, CA 95825

TELEPHONE: (916) 561-0890

FACSIMILE: (916) 561-0891

SCOPE OF SERVICES TO BE PROVIDED

A. ADMINISTRATION

Background Research

Gather information and construct a database that will be used to calculate the annual special tax levy. This task will include the following:

Map & Parcel Research: Identify and obtain copies of all tentative, subdivision, final, and parcel maps. Identify all relevant information such as date of subdivision, property use, and acreage of each parcel in the CFD. Once the assessor's tax roll has been closed for the upcoming fiscal year, review the assessor parcel maps from Merced County and determine the assessor parcel numbers (APNs) that will be valid for the fiscal year.

Building Permit Tracking: Monitor on an annual basis the issuance of building permits in the CFD, the type of land use for which such permits are issued, and the acreage or lot size reflected on each permit.

Classification of Property: Pursuant to the Rate and Method of Apportionment (RMA) of Special Tax, categorize each parcel to the appropriate special tax classification, including Single Family Residential Property, Multi-Family Residential Property, Retail Property, Office Property, Industrial Property and Other Property.

Database Management: Prepare a database for the CFD, which will contain all properties, parcel numbers, square footage, assigned tax categories, and other relevant information that will allow for the assignment of the special tax pursuant to the RMA.

Annual Special Tax Levy Calculation

Calculate the special tax levy for each taxable parcel in the CFD by applying the Rate and Method of Apportionment of Special Tax. Identify all CFD expenses including annual debt service, administrative expenses, and collection costs. Any applicable surplus special taxes, interest earnings, and other credits will be applied to reduce the annual special tax levy.

Annual CFD Administration Report Preparation

Prepare annually a special tax administration report for the CFD, which contains the results of the parcel research and findings of the financial analysis. An explanation of the

methodology employed to calculate the special taxes levied would be incorporated. The report will also include annual reporting items required by Senate Bill 165 (Local Agency Special Tax and Bond Accountability Act).

Annual Special Tax Enrollment

Compile a list of parcels in the CFD that will be subject to the special tax levy and format it in compliance with the specific formatting instructions of the Merced County Auditor-Controller's office. The formatted tax levies will be submitted to the Auditor-Controller's Office on or before August 10 (or other specified date) for inclusion on the consolidated property tax bills.

Answer Inquiries from Various Parties

Respond to property owners, realtors, title companies, appraisers, and other parties' questions regarding the special tax and other CFD related issues. A staff member of your organization will be listed as the contact for calls that are received by the County Treasurer/Tax Collector's Office; most of these calls will be responded to the day they are received.

Mello-Roos Cash Flow Analysis

If needed, update the financial cash flow model for the CFD to examine the relationship of special tax revenues and debt service requirements. This cash flow model will incorporate information regarding bonded indebtedness and current and projected development.

Prepayments

If a property owner is interested in reducing or ceasing the levy of special taxes on a Parcel, provide the City and landowners in the CFD with a prepayment estimate based on the formula provided in the Rate and Method of Apportionment of Special Tax. Ensure that prepayments include all required bond premiums, negative arbitrage estimates, reserve fund credits and administrative charges.

B. DELINQUENCIES AND FORECLOSURES

Delinquent Special Tax Reporting

Monitor the Auditor-Controller's tax collection summaries and report on delinquent parcels and corresponding delinquent CFD special taxes. Prepare and deliver CFD delinquency reports to the City of Merced three times a year. CFD delinquency reports are due to the City of Merced no later than March 1st, June 1st, and September 1st respectively. If requested by the City, prepare and mail reminder and demand letters to property owners with delinquent CFD special taxes. Additionally, work with the City to

ensure the CFD's compliance with any foreclosure covenants and provisions in the bond documents.

Coordination of Foreclosure Activities

Assist the City in complying with provisions in the bond indenture or fiscal agent agreement regarding actions to be taken in the event of a foreclosure on a property due to tax delinquency. Coordinate with City staff and legal counsel to identify those parcels for which judicial foreclosure will be initiated. Compensation for foreclosure activities and services is payable only when a settlement is reached with the property owner and a payment is received for delinquencies and administration fees.

C. CONTINUING DISCLOSURE

Provide information to the Electronic Municipal Market Access (EMMA) (pursuant to S.E.C. regulations) and the California Debt and Investment Advisory Commission (pursuant to Senate Bill 1464) and prepare special tax disclosure materials to homebuyers as specified in Senate Bill 1464. This task shall include the following subtasks:

Prepare the annual Continuing Disclosure Report for each year and respond to secondary information requirements set forth in SEC Section 15c2-12, as amended.

Submit the annual Fiscal Report as specified in Government Code Section 53359.5 to the California Debt and Investment Advisory Commission by October of each year.

Prepare special tax disclosure materials on the City's behalf for resale properties as required by Government Code Section 53340.2.

D. ARBITRAGE REBATE CALCULATION

Pursuant to Internal Revenue Code 148, certain interest revenue earned on proceeds from a federally tax-exempt bond issue that is greater than the investor yield on the bond issue must be rebated back to the federal government. Review the account statements for the various funds associated with the bond issue and coordinate with the fiscal agent to prepare the annual or five-year arbitrage rebate calculations. A report identifying the rebate liability for the CFD will be produced. Determine the amount, if any, that must be rebated to the federal government at each five-year interval.

PROPOSAL FORM

Bradley R. Grant
 Finance Officer
 City of Merced
 678 West 18th Street
 Merced, CA 95340

Dear Brad,

I have read the City of Merced's RFP for Community Facilities District Administrative Services and fully understand its intent. I certify that I have adequate personnel, equipment, and facilities to fulfill the requirements. I understand that my ability to meet the criteria and provide the required services shall be judged solely by the City.

I understand that all information included in, attached to, or required by this Request for Proposal shall become public record upon delivery to the Finance Officer of the City of Merced.

Submitted by:

Authorized Signature:

Victor Ayala

Title:

Principal

Date:

October 20, 2014

Telephone:

(916) 561-0890

I agree to furnish such required services to the City of Merced in accordance with the following fees:

	<u>Proposed Fees *</u>	
	<u>Services CFD</u>	<u>Infrastructure CFD</u>
	\$2,650 + \$2.50 for each <u>taxed</u> parcel that was annexed to the CFD <u>after</u> FY 2014-15	
Background Research	\$2,650	\$1,000
Annual Special Tax Levy Calculation	\$1,800	\$1,300
Annual CFD Administration Report Preparation	\$ 600	\$ 500
Annual Special Tax Enrollment	\$ 500	\$ 200
Answer Inquiries from Various Parties	N/A	Included
Mello-Roos Cash Flow Analysis		No charge for estimates. \$200 fee to calculate and process prepayments; fee paid by parcel owner.
Prepayments	N/A	

Proposed Fees *

	Services CFD	Infrastructure CFD
Delinquencies	\$ 600	\$ 400
Foreclosures	N/A	Paid by property owner as part of settlement
Continuing Disclosure	N/A	\$1,000
Arbitrage Rebate Calculation	N/A	\$ 400

* The fees set forth will escalate three percent (3%) per year after fiscal year 2015-16.

References:

Provide the names of contact person(s) for agencies for which your firm has provided Community Facilities District services. List the specific services provided for each.

<i>Agency</i>	<i>Contact</i>	<i>Phone #</i>	<i>Services Provided</i>
City of Modesto	Tina Rocha, CFD Administrator	(209) 577-5321	<ul style="list-style-type: none"> ▪ Preparation/submittal of annual special tax levies for multiple CFDs ▪ Delinquency management ▪ Foreclosure coordination ▪ Continuing disclosure ▪ Arbitrage rebate calculations
City and County of San Francisco/ San Francisco RDA	John Daigle, Senior Financial Analyst	(415) 749-2471	<ul style="list-style-type: none"> ▪ Preparation/submittal of annual tax levy for multiple CFDs ▪ Preparation and mailing of direct monthly billing to developer (for variable rate bonds) ▪ Delinquency management ▪ Continuing disclosure ▪ Arbitrage rebate calculations
City of Patterson	Minnie Moreno, Finance Director	(209) 895-8046	<ul style="list-style-type: none"> ▪ Preparation/submittal of annual special tax levy for multiple CFDs ▪ Delinquency management ▪ Foreclosure coordination ▪ Continuing disclosure ▪ Prepayment calculations ▪ Arbitrage rebate calculations
City of Atwater	Scott McBride Community Development Director	(209) 357-6369	<ul style="list-style-type: none"> ▪ Preparation/submittal of annual special tax levy ▪ Delinquency management ▪ Foreclosure coordination ▪ Continuing disclosure
City of Vallejo	Jon Oiler, Controller	(707) 648-4593	<ul style="list-style-type: none"> ▪ Preparation/submittal of annual special tax levy for multiple CFDs ▪ Prepayment calculations ▪ Delinquency management ▪ Foreclosure coordination ▪ Continuing disclosure



ADMINISTRATIVE REPORT

Agenda Item I.10.

Meeting Date: 9/16/2019

Report Prepared by: Venus Rodriguez, Finance Officer

SUBJECT: Adoption of Resolution Approving an Update to the City's Investment Policy Which Includes Modifications Related to Authorized and Suitable Investments and Prohibited Investment Vehicles and Practices

REPORT IN BRIEF

Considers approving an update to the City's Investment Policy.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2019-58**, a Resolution of the City Council of the City of Merced, California, adopting Investment Policy.

ALTERNATIVES

1. Adopt as recommended by staff; or
2. Refer back to staff with specific direction.

AUTHORITY

California Government Code Section 53646, subdivision (a)(2)

CITY COUNCIL PRIORITIES

As provided for in the 2019-20 Adopted Budget

DISCUSSION

Current investment law states that the Finance Officer may annually render to the legislative body a statement of investment policy, which the legislative body shall consider at a public meeting.

A good investment policy drives the cash, treasury, and investment management functions of an agency. It serves as a guide for setting and achieving program objectives, defines rules and establishes benchmarks, and reduces the exposures to liability of the investment staff and the governing board.

On April 2, 2018, the City Council approved major revisions to the City's Investment Policy based on what is allowed by California Government Code, California best practices and to ensure it appropriately embodies the City's investment objectives, risk profile and expected outcomes.

Due to some changes in California Government Code, as well as updates with latest California best

practices, staff is recommending minor changes to the Investment Policy. The redlined version is attached. A brief summary of the changes is below.

Authorized and Suitable Investments

- Section O. includes some deletions and additions:
 - AB1770 became effective January 1, 2019, it made language specifying the credit requirements for pass-through securities less confusing so it is recommended removing some of the language in this section regarding securities.
 - Due to the removal of some language, it is recommended to augment the paragraph language so that it is clear the requirements apply to non-governmental pass-through securities.

Prohibited Investment Vehicles and Practices

- Includes additional language prohibiting:
 - Use of reverse repurchase agreements as well as any form of leverage or borrowing to fund investment activities.
 - This is a financing activity in which funds are borrowed for investing. This is a high risk investing activity and it is recommended it be prohibited from city practice.
 - Foreign currency denominated securities
 - All current investments are denominated in U.S. dollars and this an added guarantee that it will remain this way.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Current Adopted Investment Policy-Redlined
2. Resolution with Investment Policy 2019-58

City of Merced Investment Policy

1. Policy

It is the Policy of the City of Merced and all entities of the City of Merced to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands and conforming to all state and local statutes governing the investment of public funds.

2. Scope

This investment policy applies to the investment activities of the City of Merced and all entities of the City of Merced. These funds are accounted for in the Annual Financial Reports and include:

Funds:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Trust and Agency Funds

This investment policy does not apply to any retirement, deferred compensation or debt service funds administered by other agencies.

3. Prudence

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the Prudent Investor Standard:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

The Finance Officer and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided that the Finance Officer or other authorized persons acted in good faith. Deviations from expectations of a security's credit or market risk should be reported to the City Manager in a timely fashion and appropriate action should be taken to control adverse developments.

4. Objectives

Safety: Safety of principal is the foremost objective of the investment program. Funds will be invested in a manner that will preserve and protect capital in the overall portfolio.

Liquidity: A portion of the investment portfolio will remain sufficiently liquid to meet all operating requirements which might be reasonably anticipated, thereby obviating the need for forced liquidation. Liquidity requirements shall be ensured by maintaining sufficient investment amounts in, Local Investment Agency Fund, Savings, or any maturing investment.

Return on Investments: The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

With the use of daily cash balance reports and cash flow projections available funds will be invested as near as possible to 100%.

5. Delegation of Authority

The Finance Officer is designated as Investment Officer and is responsible for investment decisions and activities, under the direction of the City Manager. The Finance Officer shall be responsible for developing and maintaining administrative procedures for the operation of the program which are consistent with these policies.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

6. Ethics and Conflicts of Interests

Any employee involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of this jurisdiction's portfolio. Employees and officers shall subordinate their personal investment transactions to those of this jurisdiction, particularly with regard to the timing of purchases and sales.

7. Authorized Financial Dealers and Institutions

To the extent practicable, the Finance Officer shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City's Finance Officer will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The Finance Officer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Finance Officer with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 et seq. and the City's investment policy. The Finance Officer will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue

Banks shall be selected through the banking services procurement process. A formal request for proposal of depository services shall be issued no less than every five years. In selecting banks, the Finance Officer shall review the bank's financial history and creditworthiness.

8. Authorized & Suitable Investments

The City's investments are governed by California Government Code, Sections 53600 et seq. Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity, and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and

marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers. Funds may be used to purchase the following investment instruments:

- A. Municipal Securities which include obligations of the City, the State of California, and any local agency within the State of California, provided that:
 - The securities are rated in a rating category of “A” or its equivalent or better by at least one nationally recognized statistical rating organization (“NRSRO”).
 - No more than 30% of the portfolio may be in Municipal Securities.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed five (5) years.

- B. Municipal Securities (Registered Treasury Notes or Bonds) of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
 - The securities are rated in a rating category of “A” or its equivalent or better by at least one nationally recognized statistical rating organization (“NRSRO”).
 - No more than 30% of the portfolio may be in Municipal Securities.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed five (5) years.

- C. U.S. Treasury and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:
 - The maximum maturity is five (5) years.

- D. Federal Agencies or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:
 - No more than 25% of the portfolio may be invested in any single Agency/GSE issuer.
 - The maximum maturity does not exceed five (5) years.

- E. Federally Insured Time Deposits —(Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
 - The amount per institution is limited to the maximum covered under federal insurance.
 - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
 - The maximum maturity does not exceed five (5) years.

- F. Collateralized Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:
 - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
 - The maximum maturity does not exceed five (5) years.

- G. Negotiable Certificates of Deposit (NCDS), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:
 - The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
 - Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated “A-1” or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
 - No more than 30% of the total portfolio may be invested in NCDs.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed five (5) years.

- H. Local Agency Investment Fund (LAIF), provided that:
- The City may invest up to the maximum amount permitted by LAIF.
 - LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Finance Officer to adequately judge the risk inherent in LAIF's portfolio.
- I. Collateralized Bank Deposits. City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.
- J. Bankers' Acceptances, provided that:
- They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
 - No more than 40% of the portfolio may be invested in Banker's Acceptances.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed 180 days.
- K. Commercial Paper, provided that:
- The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million.
 - The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
 - They are issued by corporations which have long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
 - City may purchase no more than 10% of the outstanding commercial paper of any single issuer.
 - No more than 25% of the portfolio may be invested in Commercial Paper.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed 270 days.
- L. Medium-term Notes, provided that:
- The notes are issued by a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
 - The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
 - No more than 30% of the total portfolio may be invested in MTNs.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed five (5) years.
- M. Repurchase Agreements— collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:
- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian.
 - Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
 - The maximum maturity does not exceed one (1) year.
- N. Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:
- a. Mutual Funds that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and

obligations authorized by California Government Code, Section 53601 and with assets under management in excess of \$500 million.

3. No more than 10% of the total portfolio may be invested in shares of any one mutual fund.
- b. Money Market Mutual Funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
 1. Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500 million.
 3. No more than 20% of the total portfolio may be invested in Money Market Mutual Funds.
- O. Asset-backed, Mortgage-backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations not defined in paragraphs C or D of the Authorized & Suitable Investments section, provided that:
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
 - No more than 20% of the total portfolio may be invested in these securities.
 - No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
 - The maximum legal final maturity does not exceed five (5) years.
- P. Supranationals, provided that:
- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
 - The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
 - No more than 30% of the total portfolio may be invested in these securities.
 - No more than 10% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed five (5) years.

9. Prohibited Investment Vehicles and Practices

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.

10. Investment Pools/Mutual Funds

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Treasurer shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.

- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

11. Collateralization

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements.

Certificates of deposit must be fully insured by the FDIC; if over \$250,000 the difference must be collateralized with securities having a market value of at least 110% of the value of the public funds or 150% if the depository uses mortgaged back securities.

Collateral for repurchase agreement will have a market value of at least 102% of the specified amount in the agreement. Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership must be supplied to the City and retained.

12. Delivery, Safekeeping and Custody

To ensure receipt of securities, all trades will be executed on a delivery versus "payment" or "book entry" basis.

To protect against potential fraud and embezzlement, the City of Merced's ownership of all investments and collateral will be maintained through third-party custodial safekeeping in the City's name. Bearer instruments shall be held only through third party institutions and all investment officials will be bonded. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money market funds and mutual funds, since the purchased securities are not deliverable.

13. Risk Management and Diversification

Mitigating Credit Risk in the Portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or the City's risk preferences.
- If securities owned by the City are downgraded by an NRSRO to a level below the quality required by this investment policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
- If a security is downgraded, the Finance Officer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
- If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Manager.

Mitigating Market Risk in the Portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum percent of callable securities (does not include “make whole call” securities) in the portfolio will be 20%.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City’s investment objectives, constraints and risk tolerances.

14. Review of the Investment Portfolio

The Finance Officer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Manager.

15. Maximum Maturities

To the extent possible, the City of Merced will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow and authorized by the City Council, the City will not directly invest in securities maturing more than five years from the date of purchase. Any such authorization must be received no less than 90 days before the initial investment.

16. Internal Controls

The Finance Officer shall establish a system of internal controls, which shall be designed to prevent losses of public funds arising from fraud, employee error, third party misrepresentation, unanticipated changes in financial markets or imprudent actions by employees and officers.

17. Performance Standards and Evaluation

The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints, the state and local laws, ordinances, or resolutions that restrict investments, and the cash flow needs.

The Finance Officer shall monitor and evaluate the portfolio’s performance relative to the chosen market benchmark(s), which will be included in the monthly investment report. The Finance Officer shall select an appropriate, readily available index to use as a market benchmark.

18. Reporting

The Finance Officer shall submit a monthly investment report to the City Council and City Manager. This report will show the investments in the portfolio, specific information concerning these investments and any narrative necessary for clarification.

19. Investment Policy Adoption

The investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the Finance Officer and any modifications made thereto approved by the City Council.

GLOSSARY

AGENCIES. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASKED. The price at which a seller offers to sell a security.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BID. The price at which a buyer offers to buy a security.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COST YIELD. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes

in the condition of the issuer.

CURRENT YIELD. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

FEDERAL FUNDS RATE. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

FEDERAL OPEN MARKET COMMITTEE. A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MARKING TO MARKET. The process of posting current market values for securities in a portfolio.

MATURITY. The final date upon which the principal of a security becomes due and payable.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or

international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO).

A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CD. A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

PREMIUM. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

PREPAYMENT SPEED. A measure of how quickly principal is repaid to investors in mortgage securities.

PREPAYMENT WINDOW. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

REALIZED YIELD. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

VOLATILITY. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
ADOPTING INVESTMENT POLICY**

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

SECTION 1. That certain document entitled, "Investment Policy" is hereby
adopted as the official investment policy for the City of Merced.

SECTION 2. The City Manager and Finance Officer are hereby authorized
and directed to comply with the Investment Policy effective immediately.

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:


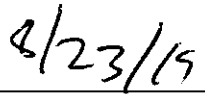
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney Date

City of Merced Investment Policy

1. Policy

It is the Policy of the City of Merced and all entities of the City of Merced to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands and conforming to all state and local statutes governing the investment of public funds.

2. Scope

This investment policy applies to the investment activities of the City of Merced and all entities of the City of Merced. These funds are accounted for in the Annual Financial Reports and include:

Funds:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Trust and Agency Funds

This investment policy does not apply to any retirement, deferred compensation or debt service funds administered by other agencies.

3. Prudence

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the Prudent Investor Standard:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

The Finance Officer and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided that the Finance Officer or other authorized persons acted in good faith. Deviations from expectations of a security's credit or market risk should be reported to the City Manager in a timely fashion and appropriate action should be taken to control adverse developments.

4. Objectives

Safety: Safety of principal is the foremost objective of the investment program. Funds will be invested in a manner that will preserve and protect capital in the overall portfolio.

Liquidity: A portion of the investment portfolio will remain sufficiently liquid to meet all operating requirements which might be reasonably anticipated, thereby obviating the need for forced liquidation. Liquidity requirements shall be ensured by maintaining sufficient investment amounts in, Local Investment Agency Fund, Savings, or any maturing investment.

Return on Investments: The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

With the use of daily cash balance reports and cash flow projections available funds will be invested as near as possible to 100%.

5. Delegation of Authority

The Finance Officer is designated as Investment Officer and is responsible for investment decisions and activities, under the direction of the City Manager. The Finance Officer shall be responsible for developing and maintaining administrative procedures for the operation of the program which are consistent with these policies.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

6. Ethics and Conflicts of Interests

Any employee involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of this jurisdiction's portfolio. Employees and officers shall subordinate their personal investment transactions to those of this jurisdiction, particularly with regard to the timing of purchases and sales.

7. Authorized Financial Dealers and Institutions

To the extent practicable, the Finance Officer shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City's Finance Officer will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The Finance Officer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Finance Officer with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 et seq. and the City's investment policy. The Finance Officer will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue

Banks shall be selected through the banking services procurement process. A formal request for proposal of depository services shall be issued no less than every five years. In selecting banks, the Finance Officer shall review the bank's financial history and creditworthiness.

8. Authorized & Suitable Investments

The City's investments are governed by California Government Code, Sections 53600 et seq. Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity, and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and

marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers. Funds may be used to purchase the following investment instruments:

- A. Municipal Securities which include obligations of the City, the State of California, and any local agency within the State of California, provided that:
 - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
 - No more than 30% of the portfolio may be in Municipal Securities.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed five (5) years.
- B. Municipal Securities (Registered Treasury Notes or Bonds) of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
 - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
 - No more than 30% of the portfolio may be in Municipal Securities.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed five (5) years.
- C. U.S. Treasury and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:
 - The maximum maturity is five (5) years.
- D. Federal Agencies or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:
 - No more than 25% of the portfolio may be invested in any single Agency/GSE issuer.
 - The maximum maturity does not exceed five (5) years.
- E. Federally Insured Time Deposits —(Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
 - The amount per institution is limited to the maximum covered under federal insurance.
 - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
 - The maximum maturity does not exceed five (5) years.
- F. Collateralized Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:
 - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
 - The maximum maturity does not exceed five (5) years.
- G. Negotiable Certificates of Deposit (NCDs), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:
 - The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
 - Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
 - No more than 30% of the total portfolio may be invested in NCDs.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed five (5) years.

- H. Local Agency Investment Fund (LAIF), provided that:
- The City may invest up to the maximum amount permitted by LAIF.
 - LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Finance Officer to adequately judge the risk inherent in LAIF's portfolio.
- I. Collateralized Bank Deposits. City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.
- J. Bankers' Acceptances, provided that:
- They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
 - No more than 40% of the portfolio may be invested in Banker's Acceptances.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed 180 days.
- K. Commercial Paper, provided that:
- The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million.
 - The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
 - They are issued by corporations which have long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
 - City may purchase no more than 10% of the outstanding commercial paper of any single issuer.
 - No more than 25% of the portfolio may be invested in Commercial Paper.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed 270 days.
- L. Medium-term Notes, provided that:
- The notes are issued by a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
 - The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
 - No more than 30% of the total portfolio may be invested in MTNs.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed five (5) years.
- M. Repurchase Agreements— collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:
- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian.
 - Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
 - The maximum maturity does not exceed one (1) year.
- N. Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:
- a. Mutual Funds that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and

obligations authorized by California Government Code, Section 53601 and with assets under management in excess of \$500 million.

3. No more than 10% of the total portfolio may be invested in shares of any one mutual fund.
- b. Money Market Mutual Funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
1. Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500 million.
 3. No more than 20% of the total portfolio may be invested in Money Market Mutual Funds.
- O. Asset-backed, Mortgage-backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations not defined in paragraphs C or D of the Authorized & suitable Investments section, provided that:
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
 - No more than 20% of the total portfolio may be invested in these securities.
 - No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
 - The maximum legal final maturity does not exceed five (5) years.
- P. Supranationals, provided that:
- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
 - The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
 - No more than 30% of the total portfolio may be invested in these securities.
 - No more than 10% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed five (5) years.

9. Prohibited Investment Vehicles and Practices

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.

10. Investment Pools/Mutual Funds

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Treasurer shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.

- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

11. Collateralization

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements.

Certificates of deposit must be fully insured by the FDIC; if over \$250,000 the difference must be collateralized with securities having a market value of at least 110% of the value of the public funds or 150% if the depository uses mortgaged back securities.

Collateral for repurchase agreement will have a market value of at least 102% of the specified amount in the agreement. Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership must be supplied to the City and retained.

12. Delivery, Safekeeping and Custody

To ensure receipt of securities, all trades will be executed on a "delivery versus" payment" or "book entry" basis.

To protect against potential fraud and embezzlement, the City of Merced's ownership of all investments and collateral will be maintained through third-party custodial safekeeping in the City's name. Bearer instruments shall be held only through third party institutions and all investment officials will be bonded. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money market funds and mutual funds, since the purchased securities are not deliverable.

13. Risk Management and Diversification

Mitigating Credit Risk in the Portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or the City's risk preferences.
- If securities owned by the City are downgraded by an NRSRO to a level below the quality required by this investment policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
- If a security is downgraded, the Finance Officer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
- If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Manager.

Mitigating Market Risk in the Portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum percent of callable securities (does not include "make whole call" securities) in the portfolio will be 20%.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

14. Review of the Investment Portfolio

The Finance Officer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Manager.

15. Maximum Maturities

To the extent possible, the City of Merced will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow and authorized by the City Council, the City will not directly invest in securities maturing more than five years from the date of purchase. Any such authorization must be received no less than 90 days before the initial investment.

16. Internal Controls

The Finance Officer shall establish a system of internal controls, which shall be designed to prevent losses of public funds arising from fraud, employee error, third party misrepresentation, unanticipated changes in financial markets or imprudent actions by employees and officers.

17. Performance Standards and Evaluation

The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints, the state and local laws, ordinances, or resolutions that restrict investments, and the cash flow needs.

The Finance Officer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the monthly investment report. The Finance Officer shall select an appropriate, readily available index to use as a market benchmark.

18. Reporting

The Finance Officer shall submit a monthly investment report to the City Council and City Manager. This report will show the investments in the portfolio, specific information concerning these investments and any narrative necessary for clarification.

19. Investment Policy Adoption

The investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the Finance Officer and any modifications made thereto approved by the City Council.

GLOSSARY

- AGENCIES.** Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:
- FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.
 - FHLB.** The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.
 - FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.
 - FNMA.** Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.
 - GNMA.** The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.
 - PEFCO.** The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.
 - TVA.** The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.
- ASKED.** The price at which a seller offers to sell a security.
- ASSET BACKED SECURITIES.** Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.
- AVERAGE LIFE.** In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.
- BANKER'S ACCEPTANCE.** A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.
- BENCHMARK.** A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.
- BID.** The price at which a buyer offers to buy a security.
- BROKER.** A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.
- CALLABLE.** A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.
- CERTIFICATE OF DEPOSIT (CD).** A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.
- CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS).** A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.
- COLLATERAL.** Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.
- COLLATERALIZED MORTGAGE OBLIGATIONS (CMO).** Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.
- COMMERCIAL PAPER.** The short-term unsecured debt of corporations.
- COST YIELD.** The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.
- COUPON.** The rate of return at which interest is paid on a bond.
- CREDIT RISK.** The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes

in the condition of the issuer.

CURRENT YIELD. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

FEDERAL FUNDS RATE. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

FEDERAL OPEN MARKET COMMITTEE. A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MARKING TO MARKET. The process of posting current market values for securities in a portfolio.

MATURITY. The final date upon which the principal of a security becomes due and payable.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or

international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO).

A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CD. A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

PREMIUM. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

PREPAYMENT SPEED. A measure of how quickly principal is repaid to investors in mortgage securities.

PREPAYMENT WINDOW. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

REALIZED YIELD. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

VOLATILITY. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.



ADMINISTRATIVE REPORT

Agenda Item I.11.

Meeting Date: 9/16/2019

Report Prepared by: Venus Rodriguez - Finance Officer

SUBJECT: Approval of Consultant Agreements to Assist with Community Facility District 2006-1 Moraga Bonds Refinancing Including the Following Items: Fieldman, Rolapp & Associates (Financial Advisor), Norton, Rose, Fulbright (Bond Counsel and Disclosure Counsel), Goodwin Consulting Group (Special Tax Consultant), Brandis, Tallman LLC (Underwriter)

REPORT IN BRIEF

Requesting approval for refinancing Moraga Community Facility District Special Revenue Bonds and approval for financial advisor, bond counsel, disclosure counsel, special tax consultant and underwriter.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the following consultants for the refinancing:

1. For financial advisor, the firm of Fieldman, Rolapp & Associates of Irvine, CA. with Anna Sarabian as the principal on the project; and,
2. For bond counsel, the firm of Norton Rose Fulbright of Los Angeles, CA with Maryann Goodkind as the principal on the project. Norton Rose Fulbright served as disclosure counsel on bond deals for the City of Merced; and,
3. For disclosure counsel, the firm of Norton Rose Fulbright of Los Angeles, CA with Maryann Goodkind as the principal on the project. Ms. Goodkind served as disclosure counsel on the original issues; and,
4. For special tax consultant, the firm of Goodwin Consulting Group of Sacramento, CA with Dave Freudenberger as the principal on the project. Goodwin Consulting Group administers the current debt on Moraga; and,
5. For underwriter, the firm of Brandis Tallman LLC of San Francisco, CA with Rick Brandis as the principal on the project. Brandis Tallman LLC has underwritten several bond issues for the City with the latest being the refinancing of Bellevue Ranch West CFD Bonds in March 2018; and,

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

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

ALTERNATIVES

1. Approve as recommended by staff; or
2. Refer to staff for reconsideration of specific items (specific items to be addressed in the motion);
or
3. Continue to a future meeting (date and time to be specified in the motion); or
4. Deny

AUTHORITY

Charter of the City of Merced, Section 200, et seq.
California Government Code

CITY COUNCIL PRIORITIES

Maintain a high quality of life for its citizens

DISCUSSION

The current market conditions has provided a possible opportunity to refinance Community Facility District Bonds 2006-1 Moraga of Merced.

\$5,840,000 of Community Facility District Bonds were issued November 30, 2006 to finance the acquisition and/or construction of a portion of certain infrastructure improvement facilities of benefit to Moraga.

Refinancing these bonds based on current market rates produces average annual savings of about \$34,000 per year, which is about \$429,411 in total net present value savings.

Refinancing is contingent upon the financing team determining that the credit offered is of sufficient strength to be of interest to investors.

There will be no additional cost to the property owners benefiting from the districts. The outstanding debt amount will not increase as a result of this refinancing.

Work by the consultants will result in variety of documents necessary for the completion of the refinancing. These documents, such as resolutions, a purchase contract and official statement will be brought to the City Council for final approval before the refinancing transaction is completed.

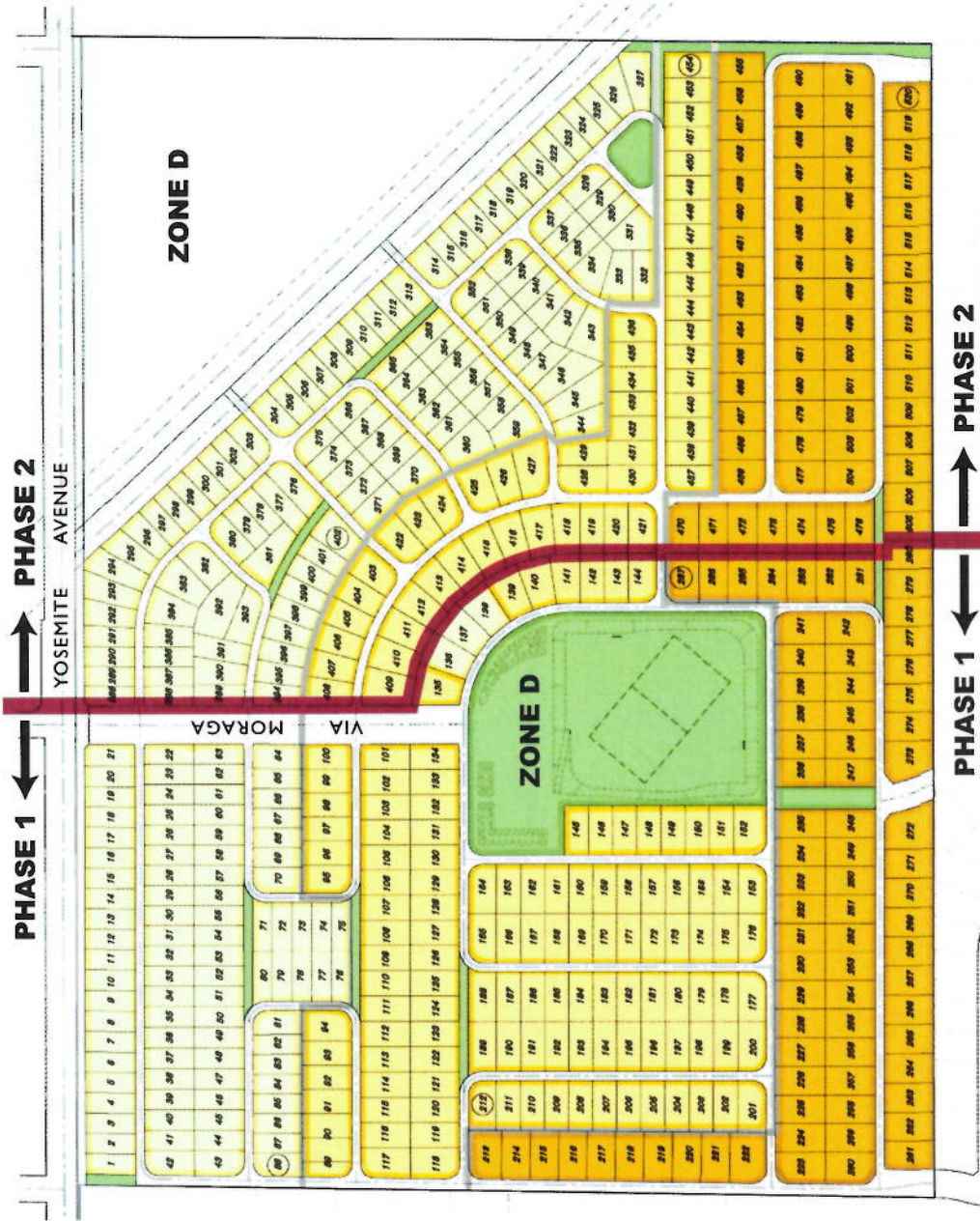
It is estimated that the transaction will be completed at the end of 2019.

IMPACT ON CITY RESOURCES

Other than staff time there will be no additional cost to the City. Consultants only receive payment if bonds are sold.

ATTACHMENTS

1. Map of Moraga
2. Fieldman, Rolapp & Associates Professional Services Agreement
3. Norton Rose Fulbright Professional Services Agreement
4. Brandis Tallman Professional Services Agreement
5. Municipal Securities Rulemaking Board G-17 Form-Brandis Tallman
6. Goodwin Consulting Group Professional Services Agreement



PHASE 1 ←

PHASE 2 →

YOSEMITE AVENUE

ZONE D

VIA MORAGA

ZONE D

← PHASE 1

→ PHASE 2

LEGEND

PHASE 1	# OF LOTS	TAX ZONE
Neighborhood 2 - 13.39 AC	71	Zone A
Neighborhood 3 - 22.98 AC	121	Zone B
Neighborhood 4 - 15.12 AC	75	Zone C
PHASE 2		
Neighborhood 2 - 20.48 AC	115	Zone A
Neighborhood 3 - 5.5 AC	52	Zone B
Neighborhood 4 - 13.34 AC	66	Zone C
Phase Boundary		
Neighborhood Boundary		
Park - 7.16 AC		

MORAGA OF MERCED
 LOTTING PLAN - MERCED, CA



Mid-Valley Engineering • Land Planning • Engineering • Surveying • Construction Staking • 1117 "L" Street, Modesto, CA 95354 • 10100 Trinity Parkway, Suite 440, Stockton, CA 95219 • 866.526.4214 • www.mve.net

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 Fieldman, Rolapp and Associates, Inc., a California Corporation, whose address of record is 19900 MacArthur Blvd., Suite 1100, Irvine, California 92612 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to refund Community Facility District bonds; and

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

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Finance Officer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

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

3. **RESERVED.**

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

detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B".

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

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

18. **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.

19. **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.

20. **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:  _____ 8/23/19
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
FIELDMAN, ROLAPP AND
ASSOCIATES, INC.,
A California Corporation

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

**EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL ADVISOR
BY AND BETWEEN
THE CITY OF MERCED
AND
FIELDMAN, ROLAPP & ASSOCIATES**

Scope of Services

A. General Services.

The Consultant shall perform all the duties and services described in Section 1 of this Agreement and shall provide such other services as it deems necessary or advisable to accomplish the Project, consistent with the standards and practice of professional financial advisors prevailing at the time such services are rendered to the City.

The City may, with the concurrence of Consultant, expand this Agreement to include Additional Services not specifically identified within the terms of this Agreement. Any Additional Services may be described in an addendum to this Exhibit A and are subject to compensation described in Exhibit B to this Agreement.

B. Transaction Services.

The Consultant shall assume primary responsibility for assisting the City in coordinating the planning and execution of each debt issue relating to the Project. Insofar as the Consultant is providing Services which are rendered only to the City, the overall coordination of the financing shall be such as to minimize the costs of the transaction coincident with maximizing the City's financing flexibility and capital market access. The Consultant's proposed debt issuance Services may include, but shall not be limited to, the following:

- Develop the Financing Schedule
- Monitor the Transaction Process
- Review the Official Statement, both preliminary and final
- Procure and Coordinate Additional Service Providers
- Provide Financial Advice to the City Related to Financing Documents
- Compute Sizing and Design Structure of the Debt Issue
- Conduct Market Analysis and Evaluate Timing of Market Entry
- Recommend Award of Debt Issuance
- Provide Pre-Closing and Closing Assistance

Specifically, Consultant will:

1. Develop the Financing Timetable.

The Consultant shall take the lead role in preparing a schedule and detailed description of the interconnected responsibilities of each team member and update this schedule, with refinements, as necessary, as the work progresses.

2. Monitor the Transaction Process.

The Consultant shall have primary responsibility for the successful implementation of the financing strategy and timetable that is adopted for each debt issue relating to the Project. The Consultant shall coordinate (and assist, where appropriate) in the preparation of the legal and disclosure documents and shall monitor the progress of all activities leading to the sale of debt. The Consultant shall prepare the timetables and work schedules necessary to achieve this end in a timely, efficient and cost-effective manner and will coordinate and monitor the activities of all parties engaged in the financing transaction.

3. Review the Official Statement .

Upon direction of the City, the Consultant shall review the official statement for each debt issue relating to the Project to insure that the City's official statement is compiled in a manner consistent with industry standards.

4. Procure and Coordinate Additional Service Providers.

Should the City desire, the Consultant may act as City's representative in procuring the services of financial printers for the official statement and related documents, and for the printing of any securities. In addition, the Consultant may act as the City's representative in procuring the services of trustees, paying agents, fiscal agents, feasibility consultants, redevelopment consultants, or escrow verification agents or other professionals, if the City directs.

5. Provide Financial Advice to the City Relating to Financing Documents.

Simultaneous with the review of official statements for each debt issue relating to the Project, the Consultant shall assist the managing underwriters, bond counsel and/or other legal advisors in the drafting of the respective financing resolutions, notices and other legal documents. In this regard, the Consultant shall monitor document preparation for a consistent and accurate presentation of the recommended business terms and financing structure of each debt issue relating to the Project, it being specifically understood however that the Consultant's services shall in no manner be construed as the Consultant engaging in the practice of law.

6. Compute Sizing and Design Structure of Debt Issue.

The Consultant shall work with the City's staff to design a financing structure for each debt issue relating to the Project that is consistent with the City's objectives, that coordinates each transaction with outstanding issues and that reflects current conditions in the capital markets.

7. Plan and Schedule Rating Agency Presentation and Investor Briefings.

The Consultant shall develop a plan for presenting the financing program to the rating agencies and the investor community. The Consultant shall schedule rating agency visits, if appropriate, to assure the appropriate and most knowledgeable rating agency personnel are available for the presentation and will develop presentation materials and assist the City officials in preparing for the presentations.

9. Conduct Credit Enhancement Evaluation and Procurement.

Upon the City's direction, the Consultant will initiate discussions with bond insurers, letter of credit providers and vendors of other forms of credit enhancements to determine the availability of and cost benefit of securing financing credit support.

10. Conduct Market Analysis and Evaluate Timing of Market Entry.

The Consultant shall provide regular summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the City's proposed financing.

a. Competitive Sales.

For all types of competitive sale of debt, the Consultant shall undertake such activities as are generally required for sale of securities by competitive bid including, but not limited to the following:

- Review and comment on terms of Notice of Sale Inviting Bids
- Provide advice on debt sale scheduling
- Provide advice on the use of electronic bidding systems
- Coordinate bid opening with the City officials
- Verify bids received and make recommendations for acceptance
- Provide confirmation of issue sizing, based upon actual bids received, where appropriate
- Coordinate closing arrangements with the successful bidder(s)

b. Negotiated Sales.

In the case of a negotiated sale of debt, the Consultant shall perform a thorough evaluation of market conditions preceding the negotiation of the terms of the sale of debt and will assist the City with the negotiation of final issue structure, interest rates, interest cost, reoffering terms and gross underwriting spread and provide a recommendation on acceptance or rejection of the offer to purchase the debt. This assistance and evaluation will focus on the following areas as determinants of interest cost:

- Size of financing
- Sources and uses of funds
- Terms and maturities of the debt issue
- Review of the rating in pricing of the debt issue
- Investment of debt issue proceeds
- Distribution mix among institutional and retail purchasers
- Interest rate, reoffering terms and underwriting discount with comparable issues
- Redemption provisions

11. Recommend Award of Debt Issuance.

Based upon activities outlined in Task 10(a) and 10(b) above, the Consultant will recommend accepting or rejecting offers to purchase the debt issue. If the City elects to award the debt issue, the Consultant will instruct all parties and help facilitate the actions required to formally consummate the award.

12. Provide Pre-Closing and Closing Activities.

The Consultant shall assist in arranging for the closing of each financing. The Consultant shall assist counsel in assuming responsibility for such arrangements as they are required, including arranging for or monitoring the progress of bond printing, qualification of issues for book-entry status, signing and final delivery of the securities and settlement of the costs of issuance.

**EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL ADVISOR
BY AND BETWEEN
THE CITY OF MERCED
AND
FIELDMAN, ROLAPP & ASSOCIATES**

Compensation and Expenses

Part 1: Transaction Based Compensation

For Services referenced in Section 1 of this Agreement, [including Services performed after the adoption by the Governing Body of the City Council, the Consultant will be compensated as described in the table below:

<u>Transaction Size</u>			<u>Fees</u>
\$1	to	\$10,000,000	\$32,500
\$10,000,001	to	\$25,000,000	\$44,500

Payment of compensation earned by Consultant pursuant to this Part 1 shall be contingent on, and payable at the closing of the debt issue(s) undertaken to finance the Project.

Part 2: Hourly Compensation

For Additional Services, the Consultant will be compensated at the then current hourly rates. The table below reflects the rates in effect as of the date of execution of this Agreement.

<u>Personnel</u>	<u>Hourly Rate</u>
Executive Officers	\$300.00
Principals	\$290.00
Senior Vice President	\$275.00
Vice Presidents	\$225.00
Assistant Vice President	\$195.00
Senior Associate	\$150.00
Associate.....	\$125.00
Analyst.....	\$85.00
Administrative Assistants	\$65.00
Clerical.....	\$35.00

Hourly Compensation will be billed on a monthly basis.

Expenses

Expenses will be billed for separately and will cover, among other things, travel, lodging, subsistence, overnight courier, conference calls, computer, and fax transmission charges. Advances made on behalf of the City for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the City upon prior authorization. Additionally, a surcharge of 6% of the

compensation amount is added to verifiable out-of-pocket costs for recovery of costs such as telephone, postage, document reproduction and the like.

Limiting Terms and Conditions

The above compensation is based on completion of work orders within six months of the City's authorization to proceed, and assumes that the City will provide all necessary information in a timely manner.

The fee shown above in Part 1 presumes attendance at up to 6 meetings in the City's offices or such other location within a 25-mile radius of the City place of business as the City may designate. Preparation for, and attendance at City Council meetings on any basis other than "by appointment" may be charged at our normal hourly rates as shown in Part 2, above.

Abandonment

If, once commenced, the services of the Consultant are terminated prior to completion of our final report for any reason, the Consultant will be compensated for professional services and reimbursed for expenses incurred through the time of receive notification of such termination at the standard hourly rates shown above, subject to a maximum charge of \$0.

AGREEMENT FOR LEGAL SERVICES

COMMUNITY FACILITIES DISTRICT NO. 2006-1 (MORAGA OF MERCED) REFUNDING

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the CITY OF MERCED, on behalf of the Community Facilities District No. 2006-1 (Moraga of Merced) of the City of Merced (herein called the "City"), and NORTON ROSE FULBRIGHT US LLP, Los Angeles, California, a member of Norton Rose Fulbright (herein called "Attorneys");

WITNESSETH:

WHEREAS, the Community Facilities District No. 2006-1 (Moraga of Merced) of the City of Merced (the "CFD") in December 2006 issued its 2006 Special Tax Bonds in the original principal amount of \$5,840,000 (the "2006 Bonds"); and

WHEREAS, the City on behalf of the CFD intends refinance the 2006 Bonds (the "Refunding") to achieve interest rate savings by issuing refunding bonds (collectively, the "Bonds"); and

WHEREAS, the City has determined that Attorneys are experienced in providing services as bond and disclosure counsel in proceedings for the issuance of municipal securities, such as the Bonds, and Attorneys are willing to provide such services to the City;

NOW, THEREFORE, the City engages Attorneys and Attorneys accept such engagement upon the following terms and conditions:

ARTICLE I

DUTIES OF ATTORNEYS

Section 1.01. Bond Counsel. Attorneys shall perform and render the following services as Bond Counsel:

(a) Advise City Manager, Finance Director, City Attorney, and other members of the City administrative staff (acting in their respective capacities as staff of the City or other entity or district created by the City), City Attorney, financial consultant, and bond underwriter (collectively, "City Staff and Consultants") with respect to the types of financing mechanisms available to the City.

(b) Consult with City Staff and Consultants to establish a structure for the Refunding and to develop a list of steps required for implementation of the Refunding when established.

(c) Coordinate with the City Staff and Consultants to establish the terms, conditions, and legal structure for the Bonds.

(d) Draft and review all documents necessary to the authorization, issuance, sale, and delivery of the Bonds, including enabling resolutions, and coordinate the authorization and execution of necessary documents.

(e) Render necessary legal opinions on the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for income tax purposes.

(f) Assist the City in seeking from other governmental authorities any approvals, permissions, or exemptions necessary or appropriate in connection with the authorization, issuance, sale, or delivery of the Bonds.

(g) Assist the City in presenting information relating to legal issues affecting the Bonds to bond rating organizations or credit enhancement providers.

(h) Prepare a loose-leaf transcript of the Bond proceedings and delivery documents.

(i) Provide any other services reasonably requested of bond counsel and not set forth above.

Section 1.02. Disclosure Counsel. Attorneys shall perform and render the following services as Disclosure Counsel:

(a) Confer and consult with the City Staff and Consultants, as to any matters relating to the disclosure of the CFD or the issuance of the Bonds issued in connection with such financing.

(b) Attend such meetings of the City and any staff or administrative meetings at which any financing proceedings are to be discussed, as Attorneys, in their judgment deem necessary, for the proper disclosure of the bond transaction, or as requested by the City.

(c) Conduct all necessary due diligence review with respect to the Bond transaction.

(d) Draft the notice of sale and bid form or bond purchase agreement, and the preliminary official statement, the final official statement or other disclosure document to be used in connection with the offering of the Bonds.

(e) Draft the continuing disclosure agreements.

(f) Subject to completion of proceedings to its satisfaction, render an opinion as to the adequacy of the disclosure document.

(g) Provide any other services reasonably requested of disclosure counsel and not set forth above.

Section 1.03. Cooperation of City. The City shall assist Attorneys by making readily available all existing data and other records requested by Attorneys that are pertinent to the work to be performed by Attorneys, including data and records relating to future development and the Refunding. The City shall also make its personnel reasonably available to Attorneys to provide information pertinent to such work when requested by Attorneys. The City shall also provide such staff assistance as it has personnel available to provide, and as such staff assistance is reasonably requested by Attorney, including assistance from the City Attorney. The City shall also assist Attorneys in by making readily available all existing data and other records requested by Attorneys that are pertinent to the work to be performed by Attorneys.

ARTICLE II

COMPENSATION

Section 2.01. Compensation for the foregoing bond counsel and disclosure counsel services set forth in Sections 1.01 and 1.02, shall be \$30,000 for bond counsel services and \$27,000 for disclosure counsel services, for a total fee of \$57,000, for Bonds to refinance the 2006 Bonds. Said fees shall be payable solely from the proceeds of sale of the Bonds when issued.

In addition, Attorneys shall be reimbursed for any costs advanced by Attorneys on behalf of the City, including delivery and messenger services, closing costs, duplication costs, printing or posting costs and expenses for travel, not to exceed \$2,500.

The fees set forth herein pertain to the ordinary and customary services rendered in connection with transactions of the types described in Section 1.01 and 1.02. If additional work is requested by the City, Attorneys shall be entitled to be compensated on the basis of its regularly hourly rates or reasonable fees to be agreed upon by the City. "Additional Work" would include, but is not limited to, applications to the Internal Revenue Service for any federal tax rulings, services relating to derivative products, investment agreements and interest rate swap documentation, litigation (including validation actions), bankruptcy preference opinions, "no merit" litigation opinions, and other unexpected matters. No Additional Work at hourly rates would be undertaken without the written direction of the City. Additional Work would not be contingent upon the issuance and delivery of the Bonds.

ARTICLE III

TERMINATION, ABANDONMENT, ASSIGNMENT AND AMENDMENT

Section 3.01. This Agreement may be terminated by either party on reasonable notice to the other. In the event of such termination or abandonment of the Refunding prior to its consummation, the City shall not be under any obligation to Attorneys except as provided in Section 2.01,

Section 3.02. This Agreement may be altered or amended in writing by mutual agreement of the parties at any time. You are advised that Attorneys maintain Professional Errors and Omissions insurance coverage applicable to the services which we would be rendering.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its corporate names, by its duly authorized officers and Attorneys have caused it to be executed in its firm name by one of its duly authorized officers, all as of the day and year first above written.

ATTEST:


CITY OF MERCED, on behalf of

Community Facilities District No. 2006-1
(Moraga of Merced) of the City of Merced

By: _____
Assistant City Clerk

By: _____
Title: _____

Approved as to Form:


By: _____
City Attorney

NORTON ROSE FULBRIGHT US LLP, a
member of Norton Rose Fulbright

By _____
Maryann L. Goodkind

**AGREEMENT FOR
UNDERWRITING / PLACEMENT AGENT SERVICES**

**CITY OF MERCED
Community Facilities District No. 2006-1 (Moraga of Merced)
Special Tax Refunding Bonds**

This Agreement, made and entered by and between the City of Merced (the “City”) and Brandis Tallman LLC (“BTLLC”) is for the purpose of establishing BTLLC as Underwriter or Placement Agent for the purpose of financing the City’s Community Facilities District No. 2006-1 (Moraga of Merced), Special Tax Refunding Bonds, (the “Financing”). Our fee for underwriting or placement agent services would be payable only if the Financing closed successfully, and would be paid out of bond proceeds upon closing. Our not-to-exceed underwriter’s discount or placement agent fee, including expenses, will be negotiated with the City’s municipal advisor. The City reserves the right to terminate this Agreement or reject the proposed Financing at any time.

SCOPE OF SERVICES

BTLLC shall perform all the duties and services specifically set forth herein and shall provide such other services as it deems necessary or advisable, or are reasonable and necessary to accomplish the intent of the City in a manner consistent with the standards and practices of underwriters or placement agents prevailing at the time such services are rendered to the City.

The City may, with the concurrence of BTLLC, expand this Scope of Services to include any additional services not specifically identified within the terms herein.

DEBT ISSUANCE SERVICES

Insofar as BTLLC is providing services which are rendered only to the City, the overall coordination of the Financing shall be such as to minimize the costs of the transaction coincident with maximizing the City’s financing flexibility and capital market access. BTLLC’s proposed services may include, but shall not be limited to, the following:

- Develop Financing Schedule
- Monitor the Transaction Process
- Compute Sizing and Design Structure of the Financing
- Review Financing Documents
- Perform Detailed Review of Official Statement (underwriting only)
- Conduct Marketing and Distribution
- Prepare Market Commentary and Sales Comparables
- Prepare Lender RFP and Summarize Proposals (private placement only)
- Compile/Review of Disclosure Reports for Private Placement Distribution (if applicable)
- Structure Financing Terms
- Provide Pre-Closing, Closing, and Post-Closing Assistance

Specifically, BTLLC will:

1. Develop the Financing Schedule

BTLLC shall assist the City's municipal advisor in preparing a schedule and detailed description of the interconnected responsibilities of each team member and update this schedule, with refinements, as necessary, as the work progresses.

2. Monitor the Transaction Process

BTLLC shall have the responsibility of working with the financing team for the successful implementation of the financing strategy and timetable that is adopted. BTLLC shall coordinate (and assist, where appropriate) in the review of the legal and disclosure documents and shall monitor the progress of all activities leading to the close of the Financing. BTLLC shall prepare the timetables and work schedules necessary to achieve this end in a timely, efficient and cost-effective manner and will coordinate and monitor the activities of all parties engaged in the Financing.

3. Compute Sizing and Design Structure of Debt Issue

BTLLC shall work with the City's staff and municipal advisor to design the Financing to be consistent with the City's objectives, reflecting current conditions in the capital markets. BTLLC will perform numerical iterations to provide examples of financing scenarios, prepare sources and uses of funds, debt service schedules and cash flow projections, as needed. BTLLC will also prepare pro formas and structure debt consistent with existing covenants and requirements.

4. Review Financing Documents

BTLLC shall assist the municipal advisor and any other consultants, bond counsel and/or other legal advisors in reviewing respective Financing resolutions, notices, and other legal documents. In this regard, BTLLC shall monitor document preparation for a consistent and accurate presentation of the recommended business terms and Financing structure, it being specifically understood however that BTLLC's services shall in no manner be construed as engaging in the practice of law.

5. Perform Detailed Review of Official Statement (underwriting only)

Generally, Securities Exchange Commission ("SEC"), Municipal Securities Rulemaking Board ("MSRB"), and the Government Finance Officers Association ("GFOA") guidelines encourage full disclosure so that potential investors have sufficient data to analyze the proposed financing. BTLLC shall review the official statement and perform all necessary due diligence to insure that the City's official statement is compiled in a manner consistent with industry standards, typically including the following matters:

- * Legal Authority for the Financing
- * Security for the Financing
- * Restrictions on Additional Financings
- * Purpose and Funds for which the Financing is Being Issued
- * Governmental and Financial Management System
- * Revenue Sources: Historic, Current and Projected
- * Outstanding Financings and Planned Future Financings
- * Economic Base
- * Annual Financial Statements and Budget
- * Legal Opinions Regarding Tax Exemption
- * Such Other Matters as the Context May Require

6. Conduct Marketing and Distribution

BTLLC shall provide regular summaries of current municipal bond market conditions, trends in the market and how these may favorably or unfavorably affect the City's proposed financing.

As underwriter, our marketing strategy will be (A) to establish strong demand from local and in-state retail investors through an aggressive pre-marketing effort and a retail order period; (B) to target institutional buyers, in-state and nationally, that are dedicated to California municipal bonds; (C) to educate the largest institutions with the most buying power (national bond funds and insurance companies) on the quality and security of the issue; and (D) on the sale date, to establish retail demand as a foundation for the financing by allocating the issue to retail orders on a priority basis, using the retail yield levels to obtain more aggressive orders from institutional buyers.

7. Prepare Market Commentary and Sale Comparables

BTLLC will prepare market commentary, interest rate information and comparable bond sales in order to educate the City about the current bond market conditions and interest rates. BTLLC will structure rates and terms with the sophisticated investors that are reflective of the municipal bond market at the time and that are acceptable to the City.

8. Prepare Lender RFP and Summarize Proposals (private placement only)

BTLLC shall prepare a Request for Proposal to be distributed to all potential sophisticated investors, detailing the terms of the Financing and providing background information on the CFD and the City. BTLLC shall prepare an evaluation of each potential investor's response to the Request for Proposal, taking into consideration the proposed interest rates, bank fees, rate lock ability, and prepayment provisions.

9. Compile/Review of Disclosure Reports for Private Placement Distribution (if applicable)

BTLLC and the City's municipal advisor will be responsible, as deemed appropriate by bond counsel and the City, to compile and review disclosure information relating to the security of the Financing for distribution to sophisticated investors for private placements only.

10. Structure Financing Terms

Our goal is to achieve the best possible financing terms (which usually translates into the lowest cost of borrowing). These terms will be weighed and considered against what the lender or investors will accept (and at what price) and what works best for the City. Financing terms can include final maturity, call provisions, and additional debt considerations.

11. Provide Pre-Closing, Closing, and Post-Closing Assistance

BTLLC shall assist in arranging for the closing. BTLLC shall assist bond counsel in assuming responsibility for such arrangements as they are required, including arranging for or monitoring settlement of the costs of issuance. Post-closing, BTLLC will assist the City with continuing disclosure and CDIAC reporting.

Discussions regarding risk, BTLLC represents the following:

- a. we have no conflict of interest with the City, such as a third party payment or profit-sharing with investors in connection with this Financing;
- b. we have made every effort to have a reasonable basis for all information provided and to present it in a clear, accurate and not misleading presentation;
- c. it must be noted that as a broker/dealer, our relationship with an issuer is basically an arm's-length commercial transaction and we may have financial and other interests that differ from the City.
- d. we are not acting as a municipal advisor, financial advisor or fiduciary to the City or any other person or entity and have not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto.
- e. the only obligations we have to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement, except as otherwise provided by applicable rules and regulations of the SEC or the rules of the MSRB.
- f. the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction.

The City and BTLLC have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

BRANDIS TALLMAN LLC

CITY OF MERCED

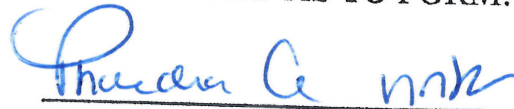
By _____

By _____

Date _____

Date _____

APPROVED AS TO FORM:





22 Battery Street
Suite 500
San Francisco, CA 94111

Phone: 415-912-5630
Fax: 415-912-5636
www.brandistallman.com

August 9, 2019

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

Attention: Venus Rodriguez, Finance Director

Re: Disclosures by Brandis Tallman LLC
Pursuant to MSRB Rule G-17 in connection with
City of Merced CFD No. 2006-1 (Moraga of Merced)
Special Tax Refunding Bonds, Series 2019

Dear Ms. Rodriguez:

We are writing to provide you, as an authorized officer of the City of Merced (the "Issuer"), with certain disclosures relating to the captioned financing (the "Financing"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012) (the "Notice").

The Issuer has engaged Brandis Tallman LLC to serve as either an underwriter or a placement agent, and not as a financial advisor or municipal advisor, in connection with the Financing. Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires an underwriter/placement agent to deal fairly at all times with both municipal issuers and investors.
- Our primary role will be to enter into an arm's-length commercial transaction with the Issuer as either an underwriter or placement agent. As such, we have financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the underwriter or placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial and other interests.

- Our duty as underwriter or placement agent is to either purchase or place the Financing at prices that are fair and reasonable, but must balance that duty with our duty to investors at prices that are fair and reasonable.
- As underwriter, we will review all legal documentation for the Issuer's securities, and complete requisite due diligence, in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

As an underwriter, we will be compensated by an underwriter's discount to be determined in the Bond Purchase Agreement. As placement agent, we will be compensated by a fee to be determined in the Placement Agent Services Agreement. Payment of the underwriter's discount or placement agent fee will be contingent on the closing of the Financing.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, the Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

The MSRB requires that we seek your acknowledgment that you have received this letter. Accordingly, please send an email to that effect, or sign and return the enclosed copy of this letter within five (5) business days of the date of this letter.

We look forward to working with you and the City and appreciate the opportunity to assist with your financing needs.

Very truly yours,

BRANDIS TALLMAN LLC



Nicole Tallman, CEO

ACKNOWLEDGMENT OF RECEIPT:

Venus Rodriguez, Finance Director

Dated: _____, 2019

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 Goodwin Consulting Group, Inc., a California Corporation, whose address of record is 555 University Avenue, Suite 280, Sacramento, California 95825 (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to refund Community Facility District 2006-1; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide CFD consulting 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 CFD consulting services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Finance Officer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

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

3. **RESERVED.**

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

invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Twenty-Five Thousand Dollars (\$25,000.00).

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: Shueck A. Nink 9-5-19
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
GOODWIN CONSULTING GROUP,
INC., a California Corporation

BY: _____
(Signature)

(Typed Name)

ITS: _____
(Title)

BY: _____
(Signature)

(Typed Name)

ITS: _____
(Title)

Taxpayer I.D. No. 94-3393430

ADDRESS: 555 University Avenue
Suite 280
Sacramento, CA 95825

TELEPHONE: (916) 561-0890

FACSIMILE: (916) 561-0891

E-MAIL: _____

**CITY OF MERCED
SPECIAL TAX CONSULTING SERVICES
for
CFD No. 2006-1 (Merced Moraga) Refunding Bonds**

The City of Merced (hereinafter "CITY") formed a Mello-Roos Community Facilities District (hereinafter "CFD") and subsequently issued bonds to fund public facilities for the Merced Moraga project. CITY is now contemplating a Series 2019 Special Tax Refunding Bonds transaction to refund in full the Series 2006 Special Tax Bonds issued through the CFD. Goodwin Consulting Group (hereinafter "CONSULTANT") will facilitate the issuance of the refunding bonds, as described more fully below.

SCOPE OF WORK

CONSULTANT will provide the following services:

1. Work with CITY bond team to prepare required tables for the preliminary official statement (POS).
2. Review the appraisal, POS, indenture, continuing disclosure agreements (as applicable), and other data and documents in connection with the refunding bonds.
3. Execute a Certificate of Special Tax Consultant, as required.

BUDGET

The total budget (including expenses, as described below) for the scope of work identified above is a fixed fee of \$25,000. CONSULTANT will be paid via wire transfer from the costs of issuance fund at the time the refunding bonds close. CONSULTANT'S hourly billing rates, effective through December 31, 2019, are as follows:

<i>Senior Principal</i>	<i>\$300 / hour</i>
<i>Vice President</i>	<i>\$240 / hour</i>
<i>Associate</i>	<i>\$210 / hour</i>

As part of the budget identified above, CITY will reimburse CONSULTANT for travel, photocopying, long-distance phone, facsimile, data sources, and other direct expenses.



ADMINISTRATIVE REPORT

Agenda Item I.12.

Meeting Date: 9/16/2019

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

SUBJECT: Award of Bid and Approval of Construction Contract With Clark Bros., Inc. for Well No. 20 Pump Station Construction, Project No. 107033, in the Amount of \$3,560,215

REPORT IN BRIEF

Considers awarding a contract in the amount of \$3,560,215 to Clark Bros., Inc. to perform the pump station construction for the new water supply Well No. 20 at the Intersection of Tyler Road and Mission Avenue.

RECOMMENDATION

City Council - Adopt a motion awarding the bid for the Well No. 20 Pump Station Construction, Project 107033, to Clark Bros., Inc., in the amount of \$3,560,215; and, authorizing the City Manager or the Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to 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.

Municipal Code Chapter 3.04, Article IV - Public Works Contracts. Every project involving an expenditure of more than sixty-nine thousand, eight hundred and thirty- three dollars (\$69,833) for the construction or improvements of public buildings, works, streets, drains, sewers, utilities, parks, and playgrounds shall be let by contract to the lowest responsive and responsible bidder after notice by publication in the official newspaper by one or more insertions, the first of which shall be at least ten days before the time for opening bids.

CITY COUNCIL PRIORITIES

As provided for in the 2019-20 Adopted Budget.

DISCUSSION

The City of Merced utilizes groundwater as the sole source for the City's water supply system. The

water system must be expanded to accommodate growth as detailed in the Merced Vision 2030 General Plan. The City Engineer and Public Works Director have recommended that a water well be located on the southeast boundary of the City at the intersection of Tyler Road and Mission Avenue. This proposed municipal Well No. 20 site location would serve to stabilize pressure in the water distribution system and avoid service disruptions while other City wells are off-line for maintenance. The new well also serves as a replacement for Well No. 6 that was removed from service in 2014.

On January 10, 2014, the Council awarded the well design services contract to Luhdorff and Scalmanini Consulting Engineers, Inc. (Luhdorff and Scalmanini). They advanced a test borehole and obtained soil and groundwater samples from the site in March 2014. Luhdorff and Scalmanini recommended that the City proceed to install the production well at this location and staff concurred with their endorsement.

The project generally consists of: the installation of a pump station building, electrical service, emergency backup generator, and associated plumbing to connect the site to existing water piping. The project design also includes a storm water retention basin and plumbing to discharge excess water to the adjacent Merced Irrigation District’s Hartley Slough canal.

Luhdorff and Scalmanini, under the direction of City staff, prepared plans and specifications for the work. The project was advertised and the bids were opened on July 25, 2019, with the following results:

- | | |
|---|-------------|
| 1. Clark Bros., Inc. (Dos Palos*) | \$3,560,215 |
| 2. W.M. Lyles Co. (Fresno) | \$3,876,100 |
| 3. Sierra Comm. and Const., Inc. (Catheys Valley) | \$4,512,000 |
| 4. Syblon Reid (Folsom) | \$4,587,700 |
| 5. Myers and Sons Construction, LLC (Sacramento) | \$5,476,500 |

(* fixed office in Merced County and active City of Merced business license qualifies contractor as a certified Local Business Enterprise)

The engineers estimate was \$3,300,000.

The following is the proposed budget for the project:

Construction	\$ 3,560,215
Contingency (10%)	\$ 356,022
Engineering, Testing, Inspection (5%)	\$ 178,011
Total	\$ 4,094,248

History and Past Actions

On January 3, 2012, the City Council adopted the *Merced Vision 2030 General Plan*. Chapter 5, Section 5.2.3 of the *Merced Vision 2030 General Plan* includes the following provision- “Through the

Capital Improvement Program, the City plans to increase water wells to match the requirements of development, generally one well per square mile.”

On August 3, 2015, the City Council awarded a contract to Mid Cal Pipeline and Utilities, Inc. to extend the water main piping to the Well No. 20 site.

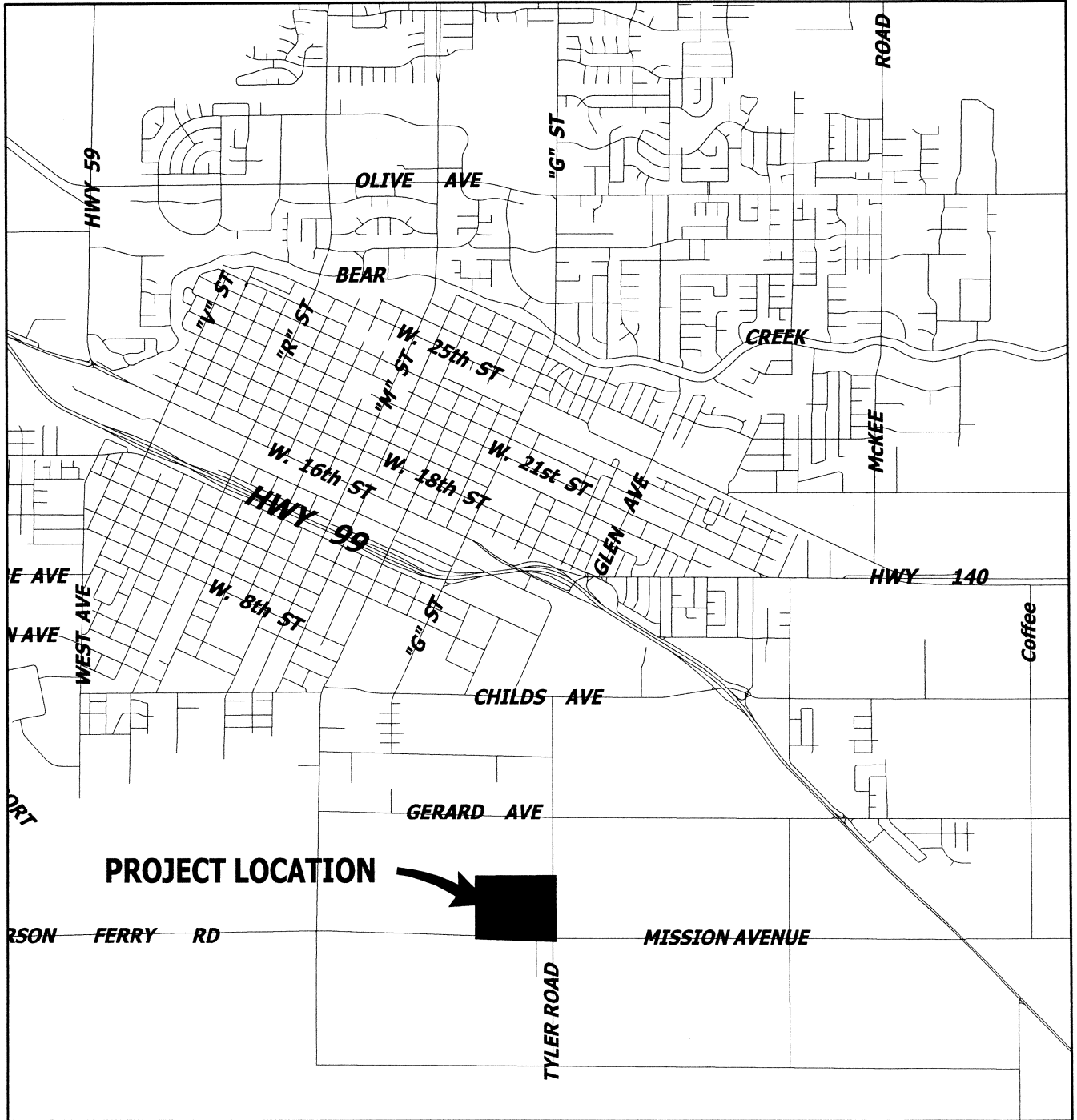
On December 21, 2015, the City Council awarded a contract to Nor-Cal Pump and Well Drilling to construct the new water Well No. 20.

IMPACT ON CITY RESOURCES

This project was established as a Capital Improvement Project, and account 556-1118-637-65.00-107033 contains sufficient funding to complete the project.

ATTACHMENTS

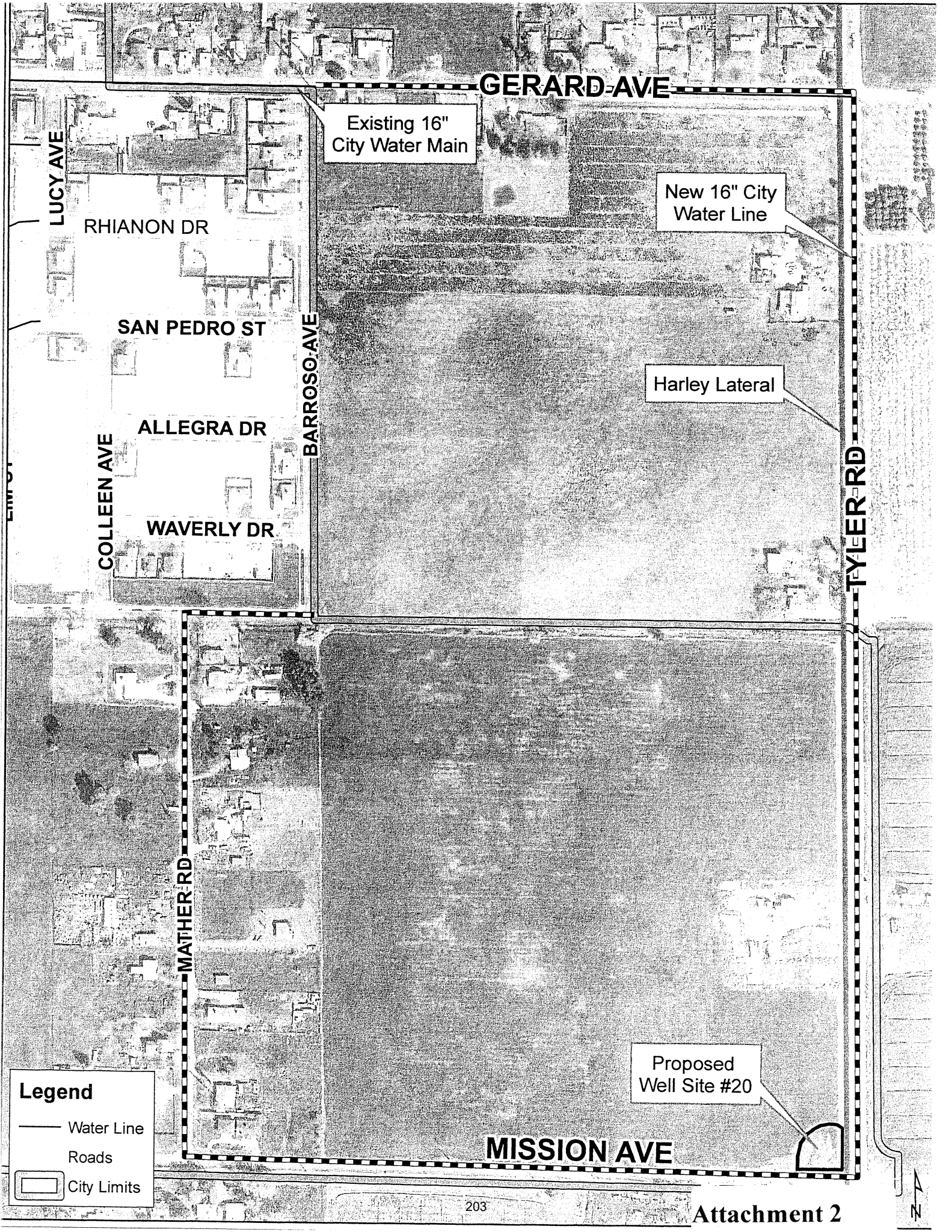
1. Vicinity Map
2. Location Map
3. Bid Results
4. Contract



LOCATION MAP

NO SCALE

**PROJECT NO. 107033
WELL SITE 20**



GERARD AVE

Existing 16" City Water Main

New 16" City Water Line

Harley Lateral

Proposed Well Site #20

MISSION AVE

Legend

- Water Line
- Roads
- City Limits



CITY OF MERCED
 PROJECT NO. 107033
 WELL 20 - PUMP STATION CONSTRUCTION

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	CLARK BROS., INC		W.M. LYLES CO.		SIERRA COM. & CON., INC		SVBLON REID		MYERS & SONS CONSTR	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 41,500.00	\$ 41,500.00	\$ 81,000.00	\$ 81,000.00	\$ 160,000.00	\$ 160,000.00	\$ 220,000.00	\$ 220,000.00	\$ 270,000.00	\$ 270,000.00
2	Record and Submittals	LS	1	\$ 8,500.00	\$ 8,500.00	\$ 1,100.00	\$ 1,100.00	\$ 20,000.00	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
3	Site Health and Safety Plan	LS	1	\$ 2,545.00	\$ 2,545.00	\$ 2,700.00	\$ 2,700.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
4	SWPPP Compliance and Temporary Erosion Control	LS	1	\$ 148,550.00	\$ 148,550.00	\$ 161,100.00	\$ 161,100.00	\$ 170,000.00	\$ 170,000.00	\$ 16,000.00	\$ 16,000.00	\$ 125,000.00	\$ 125,000.00
5	Preservation and Cleanup	LS	1	\$ 10,565.00	\$ 10,565.00	\$ 3,900.00	\$ 3,900.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
6	Project Closeout	LS	1	\$ 500.00	\$ 500.00	\$ 2,700.00	\$ 2,700.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
7	Demolition, Clearing, Grubbing, and Stripping	LS	1	\$ 30,500.00	\$ 30,500.00	\$ 34,500.00	\$ 34,500.00	\$ 65,000.00	\$ 65,000.00	\$ 110,000.00	\$ 110,000.00	\$ 150,000.00	\$ 150,000.00
8A	Earthwork (Basin Excavation, Site Fill and Compaction, Grading, Trenching and Backfill)	LS	1	\$ 141,000.00	\$ 141,000.00	\$ 393,600.00	\$ 393,600.00	\$ 550,000.00	\$ 550,000.00	\$ 380,000.00	\$ 380,000.00	\$ 650,000.00	\$ 650,000.00
8B(1)	Surplus Soil Disposal (Alternate 1) Offsite Disposal, Grading, Trenching and Backfill)	LS	1	\$ 77,065.00	\$ 77,065.00	\$ 5,000.00	\$ 5,000.00	\$ 320,000.00	\$ 320,000.00	\$ 289,000.00	\$ 289,000.00	\$ 5,000.00	\$ 5,000.00
8B(2)	Surplus Soil Disposal (Alternate 2) Spread on Lease Area	LS	1	\$ 13,850.00	\$ 13,850.00	\$ 15,000.00	\$ 15,000.00	\$ 150,000.00	\$ 150,000.00	\$ 72,000.00	\$ 72,000.00	\$ 5,000.00	\$ 5,000.00
8B(3)	Surplus Soil Disposal (Alternate 3) Spread and Compact on Staging Area	LS	1	\$ 20,625.00	\$ 20,625.00	\$ 10,000.00	\$ 10,000.00	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00	\$ 5,000.00	\$ 5,000.00
9	Paving	LS	1	\$ 136,665.00	\$ 136,665.00	\$ 243,900.00	\$ 243,900.00	\$ 167,000.00	\$ 167,000.00	\$ 64,000.00	\$ 64,000.00	\$ 250,000.00	\$ 250,000.00
10	Steel Pale Fencing	LS	1	\$ 72,425.00	\$ 72,425.00	\$ 117,000.00	\$ 117,000.00	\$ 123,000.00	\$ 123,000.00	\$ 110,000.00	\$ 110,000.00	\$ 105,000.00	\$ 105,000.00
11	Concrete	LS	1	\$ 175,000.00	\$ 175,000.00	\$ 187,500.00	\$ 187,500.00	\$ 250,000.00	\$ 250,000.00	\$ 335,000.00	\$ 335,000.00	\$ 300,000.00	\$ 300,000.00
12	Precast Concrete	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 179,600.00	\$ 179,600.00	\$ 25,000.00	\$ 25,000.00	\$ 350,000.00	\$ 350,000.00	\$ 225,000.00	\$ 225,000.00
13	CMU (Building and Wall)	LS	1	\$ 196,000.00	\$ 196,000.00	\$ 212,000.00	\$ 212,000.00	\$ 350,000.00	\$ 350,000.00	\$ 244,000.00	\$ 244,000.00	\$ 275,000.00	\$ 275,000.00
14	Metal Doors, Frames, and Hardware	LS	1	\$ 59,750.00	\$ 59,750.00	\$ 81,900.00	\$ 81,900.00	\$ 25,000.00	\$ 25,000.00	\$ 87,000.00	\$ 87,000.00	\$ 80,000.00	\$ 80,000.00
15	Painting	LS	1	\$ 72,275.00	\$ 72,275.00	\$ 80,400.00	\$ 80,400.00	\$ 94,000.00	\$ 94,000.00	\$ 87,000.00	\$ 87,000.00	\$ 300,000.00	\$ 300,000.00
16	Building (Trusses, Roofing, Ventilation, and Miscellaneous)	LS	1	\$ 203,150.00	\$ 203,150.00	\$ 267,200.00	\$ 267,200.00	\$ 185,000.00	\$ 185,000.00	\$ 390,000.00	\$ 390,000.00	\$ 300,000.00	\$ 300,000.00
17	Signs and Safety Equipment	LS	1	\$ 2,075.00	\$ 2,075.00	\$ 7,700.00	\$ 7,700.00	\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 30,000.00	\$ 30,000.00
18	Chemical Feed Equipment	LS	1	\$ 78,920.00	\$ 78,920.00	\$ 96,500.00	\$ 96,500.00	\$ 40,000.00	\$ 40,000.00	\$ 100,000.00	\$ 100,000.00	\$ 160,000.00	\$ 160,000.00
19	Pipe (Station, Distribution, and Drainage)	LS	1	\$ 1,045,000.00	\$ 1,045,000.00	\$ 483,100.00	\$ 483,100.00	\$ 215,000.00	\$ 215,000.00	\$ 487,000.00	\$ 487,000.00	\$ 1,315,000.00	\$ 1,315,000.00
20	Valves and Appurtenances	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 64,000.00	\$ 64,000.00	\$ 156,000.00	\$ 156,000.00	\$ 95,000.00	\$ 95,000.00	\$ 75,000.00	\$ 75,000.00
21	Vertical Turbine Well Pump Components	LS	1	\$ 165,000.00	\$ 165,000.00	\$ 180,300.00	\$ 180,300.00	\$ 212,000.00	\$ 212,000.00	\$ 165,000.00	\$ 165,000.00	\$ 175,000.00	\$ 175,000.00
22	Well Stormwater Pump Components	LS	1	\$ 31,705.00	\$ 31,705.00	\$ 82,400.00	\$ 82,400.00	\$ 130,000.00	\$ 130,000.00	\$ 8,500.00	\$ 8,500.00	\$ 50,000.00	\$ 50,000.00
23	Disinfection of Well, Pump, and Piping	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 3,700.00	\$ 3,700.00	\$ 10,000.00	\$ 10,000.00	\$ 8,200.00	\$ 8,200.00	\$ 12,500.00	\$ 12,500.00
24	Performance Testing and Facility Startup	LS	1	\$ 6,050.00	\$ 6,050.00	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00
25	Electrical Components and Installation	LS	1	\$ 490,000.00	\$ 490,000.00	\$ 869,600.00	\$ 869,600.00	\$ 400,000.00	\$ 400,000.00	\$ 389,000.00	\$ 389,000.00	\$ 660,000.00	\$ 660,000.00
26	PLC Control	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 2,700.00	\$ 2,700.00	\$ 495,000.00	\$ 495,000.00	\$ 442,000.00	\$ 442,000.00	\$ 100,000.00	\$ 100,000.00
				CONSTRUCTION COST:		\$ 3,560,215.00	\$ 3,876,100.00	\$ 4,512,000.00	\$ 4,587,700.00	\$ 5,476,500.00			

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT made on _____, by and between the CITY OF MERCED, a municipal corporation of the State of California, hereinafter called the Owner, and CLARK BROS., INC., hereinafter called the Contractor:

WITNESSETH:

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

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

- (1) This General Construction Contract;
- (2) Faithful Performance Bond;
- (3) Laborers and Materialmens Bond;
- (4) Guaranty;
- (5) Special Provisions for PROJECT NO. 107033;
- (6) Amendments to the Standard Specifications;
- (7) Project Plans;
- (8) Standard Specifications;
- (9) City Standards;
- (10) Proposal;
- (11) Instructions to Bidders;
- (12) Notice Inviting Bids;
- (13) Bidder's Bond;
- (14) Notice of Determination of Prevailing Wages;
- (15) List of Subcontractors and Material Dealers; and
- (16) Safety Provisions.

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

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

2. THE WORK. Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with Contract Documents in the manner designated in, and in strict conformity with, the Plans and Specifications for PROJECT NO. 107033, which said Plans and Specifications are entitled, "WELL NO. 20 PUMP STATION CONSTRUCTION," for construction in Merced County in Merced, and which were included in the award of bid made by the City Council of the City of Merced on _____, 2019.

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

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

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization	LS	1	\$ 41,500.00	\$ 41,500.00
2	Record and Submittals	LS	1	\$ 8,500.00	\$ 8,500.00
3	Site Health and Safety Plan	LS	1	\$ 2,545.00	\$ 2,545.00
4	SWPPP Compliance and Temporary Erosion Control	LS	1	\$ 148,550.00	\$ 148,550.00
5	Preservation and Cleanup	LS	1	\$ 10,565.00	\$ 10,565.00
6	Project Closeout	LS	1	\$ 500.00	\$ 500.00
7	Demolition, Clearing, Grubbing, and Stripping	LS	1	\$ 30,500.00	\$ 30,500.00
8A	Earthwork (Basin Excavation, Site Fill and Compaction, Grading, Trenching and Backfill)	LS	1	\$ 141,000.00	\$ 141,000.00
8B(1)	Surplus Soil Disposal (Alternate 1) Offsite Disposal	LS	1	\$ 77,065.00	\$ 77,065.00
8B(2)	Surplus Soil Disposal (Alternate 2) Spread on Lease Area	LS	1	\$ 13,850.00	\$ 13,850.00
8B(3)	Surplus Soil Disposal (Alternate 3) Spread and Compact on Staging Area	LS	1	\$ 20,625.00	\$ 20,625.00
9	Paving	LS	1	\$ 136,665.00	\$ 136,665.00
10	Steel Pale Fencing	LS	1	\$ 72,425.00	\$ 72,425.00
11	Concrete	LS	1	\$ 175,000.00	\$ 175,000.00
12	Precast Concrete	LS	1	\$ 200,000.00	\$ 200,000.00
13	CMU (Building and Wall)	LS	1	\$ 196,000.00	\$ 196,000.00
14	Metal Doors, Frames, and Hardware	LS	1	\$ 59,750.00	\$ 59,750.00
15	Painting	LS	1	\$ 72,275.00	\$ 72,275.00
16	Building (Trusses, Roofing, Ventilation, and Miscellaneous)	LS	1	\$ 203,150.00	\$ 203,150.00
17	Signs and Safety Equipment	LS	1	\$ 2,075.00	\$ 2,075.00
18	Chemical Feed Equipment	LS	1	\$ 78,920.00	\$ 78,920.00
19	Pipe (Station, Distribution, and Drainage)	LS	1	\$1,045,000.00	\$1,045,000.00
20	Valves and Appurtenances	LS	1	\$ 15,000.00	\$ 15,000.00

21	Vertical Turbine Well Pump Components	LS	1	\$ 165,000.00	\$ 165,000.00
22	Wet Well Stormwater Pump Components	LS	1	\$ 31,705.00	\$ 31,705.00
23	Disinfection of Well, Pump, and Piping	LS	1	\$ 16,000.00	\$ 16,000.00
24	Performance Testing and Facility Startup	LS	1	\$ 6,050.00	\$ 6,050.00
25	Electrical Components and Installation	LS	1	\$ 490,000.00	\$ 490,000.00
26	PLC Control	LS	1	\$ 100,000.00	\$ 100,000.00

Total of Items 1 Through 26 (Total Bid Schedule): \$3,560,215.00

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

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that if the surety within fifteen (15) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

5. **NOTICE AND SERVICE THEREOF.** Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, (a) if the notice is given to the Owner, per personal delivery thereof to the City Engineer of said Owner, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to the Owner, postage prepaid and registered; (b) if the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his duly authorized representative at the site of the project, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to said Contractor at 19772 S. ELGIN AVENUE, DOS PALOS, CA 93620, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

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

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

INSURANCE. The Contractor shall not commence work under this Contract until he has obtained all insurance required by Section 7-3 of the Standard Specifications for Public Works Construction (1997 Edition), as amended, and such insurance has been approved by the City Attorney of Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract, and particularly paragraph 9 hereof. Said insurance obtained by the Contractor shall be primary and noncontributory as to any insurance maintained by owner. *Endorsement for additional insured shall be submitted on Standard form CG 20101185. Endorsement forms CG 20101001 and CG 20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects.* Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy.

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City is the named insured or is named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City shall be the insured or named as an additional insured covering the work, whether liability is attributable to the Contractor or the City. The policy shall insure the City, its officers, employees and agents while acting within the scope of their duties on the work, against all claims arising out of or in connection with the work.

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

Bodily Injury...	\$500,000.00	each person
	\$1,000,000.00	each occurrence
	\$1,000,000.00	aggregate products and completed operations
Property Damage...	\$250,000.00	each occurrence
	\$500,000.00	aggregate

A combined single limit policy with aggregate limits in the amount of \$1,250,000.00 will be considered equivalent to the required minimum limits.

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

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

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

All insurance required by this section shall be from a California admitted insurance company.

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

CANCELLATION CLAUSE

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

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

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

10. **ACCIDENT PREVENTION.** Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in

accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

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

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

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

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

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

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

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

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

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

- (a) The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:
 - (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Subsurface or latent physical conditions at the site differing from those indicated;

- (3) Unknown physical conditions at the site of any unusual nature different materially from those ordinarily encountered, and generally recognized as inherent in work of the character provided for in the contract.
 - (b) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this contract.
 - (c) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
15. CLAIMS. This clause applies to all Contractor claims of three hundred seventy-five thousand dollars (\$375,000), or less, which arise out of this contract.
- (a) "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract, and payment of which is not otherwise expressly provided for or the Contractor not otherwise entitled to, or (3) an amount the payment of which is disputed by the City.
 - (b) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein shall extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - (c) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.
 - (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
 - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
 - (d) For claims of over fifty thousand dollars (\$50,000) and less than, or equal to, three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within sixty (60) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim, or relating to defenses or claims the City may have against the Contractor.
 - (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
 - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period

of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater

- (e) If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response, or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- (f) If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title I of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written claim pursuant to Subdivision (b) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- (g) The following procedures shall be followed for all civil actions filed to resolve claims subject to this clause:
 - (1) Within sixty (60) days, but no earlier than thirty (30) days following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- (h) The City shall not fail to pay money as to any portion of a claim which is undisputed, except as otherwise provided in this contract.
- (i) In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

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

ATTEST:

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

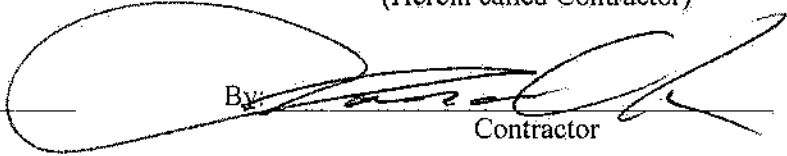
By: _____
Deputy City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

CLARK BROS., INC.
(Herein called Contractor)

By: _____
City Attorney

By:  _____
Contractor

ACCOUNT DATA:

TAXPAYER I.D. NO: 94-1572305

Project No. **107033**

VENDOR NUMBER: 14391

ADDRESS: 19772 S. Elgin Avenue

Project Account Number(s) / Amount

Dos Palos, CA 93620

556-1118-637.65-00-107033 \$3,560,215.00

PHONE: (209) 392-6144

FAX: _____

EMAIL: mjones@clarkbrosinc.com

By: _____
Finance Officer Verification

(SEAL)



ADMINISTRATIVE REPORT

Agenda Item I.13.

Meeting Date: 9/16/2019

Report Prepared by: Paul Flores, Assistant Engineer, Engineering Dept.

SUBJECT: Award of Bid and Approval of Construction Contract with VSS International, Inc., in the Amount of \$296,000 for Re-Bid of SB1 Funded Project for Slurry Seal at Various Locations (Merced Avenue from Motel Dr to Parsons Ave; Canal Street from Childs Ave to 16th St; 26th Street from M St to G St; and El Portal Drive from G St to Joerg Ave), Project No. 119064

REPORT IN BRIEF

Consider awarding a construction contract in the amount of \$296,000.00, funded by SB1, for City Project No. 119064 Slurry Seal Project at Various Locations (Merced Avenue from Motel Dr to Parsons Ave; Canal Street from Childs Ave to 16th St; 26th Street from M St to G St; and El Portal Drive from G St to Joerg Ave).

RECOMMENDATION

City Council - Adopt a motion awarding the slurry seal at various locations, Project 119064, to VSS International, Inc, in the amount of \$296,000.00 and authorizing the City Manager or the Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

ALTERNATIVES

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

AUTHORITY

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

CITY COUNCIL PRIORITIES

As provided for in the 2019-20 Adopted Budget.

DISCUSSION

The work to be done consists, in general, of applying Type II Slurry Seal to four (4) different locations in various areas within the City of Merced. Contract items include traffic control, roadway preparation,

installation of the slurry seal, and street sweeping.

The following street segments are included in this project:

- Merced Avenue from Motel Drive to Parsons Avenue
- Canal Street from Childs Avenue to 16th Street
- 26th Street from M Street to G Street
- El Portal Drive from G Street to Joerg Avenue

Staff prepared plans and specifications, and the project was re-advertised for bids. Bids were opened on July 30, 2019, with only one bid submission:

1. VSS International, Inc. (Sacramento, CA) \$ 296,000.00

The engineer's estimate for construction was \$300,666.24

The following is the proposed budget for the project:

Construction	\$ 296,000.00
Contingency	\$ 29,600.00
Engineering, Testing & Inspection	\$ 8,880.00
TOTAL:	\$ 334,480.00

This project will require the contractor to notify property owners by door hangers and barricades of when work will be done and to have vehicles removed from the street. City staff will provide the public with ample advance notification(s).

History and Past Actions

On April 15, 2019, Council approved this project as part of the 2019/2020 Road Repair and Accountability Act (SB1) Project List.

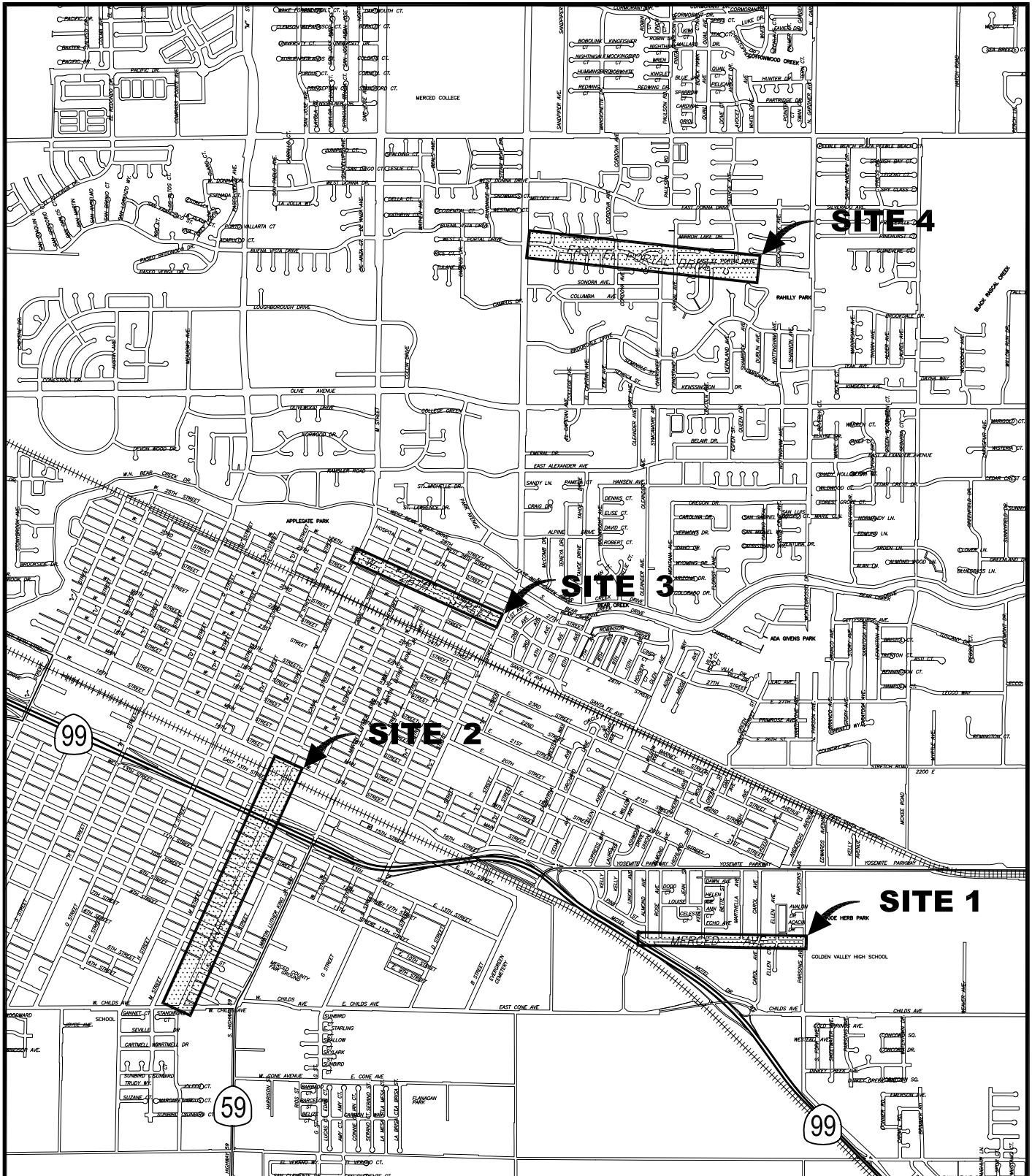
This project was previously advertised for bids in May 2019, with an original bid opening date of June 18, 2019. Unfortunately, no bids were received at that time and staff re-issued the project for bid in June.

IMPACT ON CITY RESOURCES

This project was established as a Capital Improvement Project to be funded by SB1 and account 450 -1104-637.65-00-119064 contains sufficient funding to complete the project.

ATTACHMENTS

1. Location Map
2. Bid Results
3. Construction Contract



PLAN VIEW

SCALE: 1"=.5 mi.



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

PROJECT NO. 119064
SLURRY SEAL
VARIOUS LOCATIONS

DR. BY: PAF
 DATE: 3/14/05
 CH. BY: MRB
 DATE: 3/14/05
 File No. ----

SCALE: AS SHOWN

City of Merced
Bid Results
Slurry Seal at Various Locations
Project No. 119064
Bid Opening: July 30, 2019 @ 2:00PM

				VSS International, Inc. West Sacramento, CA	
NO.	ITEM	MEASURE	QTY	UNIT COST	TOTAL
1	Permits, Bonds, Licenses & Insurance	LS	1	\$ 5,000.00	\$ 5,000.00
2	Public Convenience & Safety	LS	1	\$ 3,000.00	\$ 3,000.00
3	Existing Highway Facilities	LS	1	\$ 2,100.00	\$ 2,100.00
4	Street Sweeping	LS	1	\$ 5,000.00	\$ 5,000.00
5	Portable Changeable Message Signs	EA	8	\$ 945.00	\$ 7,560.00
6	Type II Slurry Seal	SY	59,985	\$ 2.95	\$ 176,955.75
7	Pavement Markers and Markings	LS	1	\$ 89,540.64	\$ 89,540.64
8	Final Clean-Up	LS	1	\$ 1,883.61	\$ 1,883.61
TOTAL BASE BID:					\$ 291,040.00

				VSS International, Inc. West Sacramento, CA	
NO.	ITEM	MEASURE	QTY	UNIT COST	TOTAL
1	Fiber Reinforcement	SY	9,920	\$ 0.50	\$ 4,960.00
TOTAL BASE BID:					\$ 296,000.00

GENERAL CONSTRUCTION CONTRACT

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

VSS International, Inc.

WITNESSETH:

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

1. CONTRACT DOCUMENTS. The complete contract consists of the following documents, to wit:
 - (1) This General Construction Contract;
 - (2) Faithful Performance Bond;
 - (3) Laborers and Materialmen's Bond;
 - (4) Guaranty;
 - (5) Special Provisions for **PROJECT NUMBERS 119064**;
 - (6) Amendments to the Standard Specifications;
 - (7) Project Plans;
 - (8) Standard Specifications;
 - (9) City Standards;
 - (10) Proposal;
 - (11) Instructions to Bidders;
 - (12) Notice Inviting Bids;
 - (13) Bidder's Bond;
 - (14) List of Subcontractors and Material Dealers; and
 - (15) Safety Provisions.

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

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

2. THE WORK. Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with Contract Documents in the manner designated in, and in strict conformity with, the Plans and Specifications for **PROJECT NUMBERS 119064**, which said Plans and Specifications are entitled, "**SLURRY SEAL PROJECT AT VARIOUS LOCATIONS**," for construction in Merced County in Merced, and which were included in the award of bid made by the City Council of the City of Merced on _____, 2019.

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

representative. The Owner hereby designates the City Engineer as its representative for the purpose of this Contract.

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

**BID SCHEDULE FOR SLURRY SEAL PROJECT AT VARIOUS LOCATIONS PROJECT
119064**

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Permits, Bonds, Licenses & Insurance	LS	1	\$ 5,000.00	\$ 5,000.00
2	Public Convenience & Safety	LS	1	\$ 3,000.00	\$ 3,000.00
3	Existing Highway Facilities	LS	1	\$ 2,100.00	\$ 2,100.00
4	Street Sweeping	LS	1	\$ 5,000.00	\$ 5,000.00
5	Portable Changeable Message Signs	EA	8	\$ 945.00	\$ 7,560.00
6	Type II Slurry Seal	SY	59,985	\$ 2.95	\$ 176,955.75
7	Pavements Markers & Markings	LS	1	\$ 89,540.64	\$ 89,540.64
8	Final Clean-Up	LS	1	\$ 1,883.61	\$ 1,883.61

TOTAL BID ITEMS 1 THROUGH 8 \$ 291,040.00

BID ALTERNATE NO. 1 FOR 26th ST. ONLY:

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Fiber Reinforcement	SY	9,920	\$ 0.50	\$ 4,960.00

TOTAL BID ALTERNATE NO. 1 \$ 4,960.00

TOTAL BASE BID AND ALTERNATE NO. 1 \$ 296,000.00

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

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that if the surety within fifteen (15) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such

notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

5. NOTICE AND SERVICE THEREOF. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, (a) if the notice is given to the Owner, per personal delivery thereof to the City Engineer of said Owner, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to the Owner, postage prepaid and registered; (b) if the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his duly authorized representative at the site of the project, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to said Contractor at 3785 Channel Dr, West Sacramento, CA, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

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

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

8. INSURANCE. The Contractor shall not commence work under this Contract until he has obtained all insurance required by Section 7-3 of the Standard Specifications for Public Works Construction (1997 Edition), as amended, and such insurance has been approved by the City Attorney of Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract, and particularly paragraph 9 hereof. Said insurance obtained by the Contractor shall be primary and noncontributory as to any insurance maintained by owner. ***Endorsement for additional insured shall be submitted on Standard form CG 20101185. Endorsement forms CG 20101001 and CG 20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects.*** Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy.

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City is the named insured or is named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City shall be the insured or named as an additional insured covering the work, whether liability is attributable to the Contractor or the City. The policy shall insure the City, its officers, employees and agents while acting within the scope of their duties on the work, against all claims arising out of or in connection with the work.

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

Bodily Injury...	\$500,000.00	each person
	\$1,000,000.00	each occurrence
	\$1,000,000.00	aggregate products and completed operations
Property Damage...	\$250,000.00	each occurrence
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A combined single limit policy with aggregate limits in the amount of \$1,250,000.00 will be considered equivalent to the required minimum limits.

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

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

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

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

CANCELLATION CLAUSE

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

9. **HOLD HARMLESS.** The Contractor will indemnify, defend with counsel selected by the Owner, save, keep, and hold harmless, the Owner and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of

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

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

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

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

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

12. CALIFORNIA LABOR CODE. The Contractor is aware of, and hereby agrees to comply with Section 1776 of the California Labor Code.

13. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. Pursuant to Section 22300 of the Public Contracts Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a State or Federally-chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the Contract.

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

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

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

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

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

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

provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

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

- (a) "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract, and payment of which is not otherwise expressly provided for or the Contractor not otherwise entitled to, or (3) an amount the payment of which is disputed by the City.
- (b) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein shall extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
- (c) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.
 - (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
 - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- (d) For claims of over fifty thousand dollars (\$50,000) and less than, or equal to, three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within sixty (60) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim, or relating to defenses or claims the City may have against the Contractor.
 - (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
 - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater
- (e) If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response, or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule to meet and confer conference within thirty (30) days for settlement of the dispute.

- (f) If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title I of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written claim pursuant to Subdivision (b) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- (g) The following procedures shall be followed for all civil actions filed to resolve claims subject to this clause:
 - (1) Within sixty (60) days, but no earlier than thirty (30) days following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- (h) The City shall not fail to pay money as to any portion of a claim that is undisputed, except as otherwise provided in this contract.
- (i) In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

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

ATTEST:

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

By: _____
Deputy City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

VSS International, Inc.
(Contractor Name, Herein called Contractor)

By: _____
City Attorney

By: _____
Contractor

Jeff Roberts, Senior Vice President

ACCOUNT DATA:

TAXPAYER I.D. NO: 94-2270766

PROJECT NUMBER 119064

VENDOR NUMBER: _____

Project Account Numbers:
450-1104-637.65-00-119064

ADDRESS: 3785 Channel Drive
West Sacramento, CA 95691

Amount: \$ 296,000.⁰⁰

PHONE 916-373-1500

FAX: 916-373-0183

By: _____
Finance Officer Verification

EMAIL: Victri.Wackford@slurry.com

(SEAL)



ADMINISTRATIVE REPORT

Agenda Item I.14.

Meeting Date: 9/16/2019

Report Prepared by: John Ainsworth, Temporary Senior Engineer, Engineering Dept.

SUBJECT: Award of Bid and Approval of Construction Contract with Agee Construction Corporation, in the Amount of \$1,041,104 for the M and Main Street Resurfacing Project funded by Measure V and Regional Surface Transportation Program (RSTP)

REPORT IN BRIEF

Consider awarding a construction contract to Agee Construction Corporation in the amount of \$1,041,104, funded by Measure V and RSTP, for the M and Main Streets Resurfacing Project.

RECOMMENDATION

City Council - Adopt a motion:

- A. Awarding the M and Main Streets Resurfacing Project 119002 to Agee Construction Corporation, in the amount of \$1,041,104.00; and,
- B. Authorizing the City Manager or the Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

ALTERNATIVES

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

AUTHORITY

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

CITY COUNCIL PRIORITIES

As provided for in the FY 2019/2020 Adopted budget.

DISCUSSION

The work to be done consists, in general, of the installation of a storm drain line on Main Street between N street and M Street, removal of asphalt paving and installation of full-depth reclamation

section on M Street between 16th Street and 18th Street, as well as a grind and asphalt overlay on Main Street between N Street and M Street.

Items will include extensive traffic control, the removal of existing asphalt paving, installation of storm drain improvements, and new pavement on both M and Main Streets.

Plans and specifications were prepared by an outside consultant, VVH Civil Engineering, and the project was advertised for bids. Bids were opened on September 5, 2019, with the following results:

- 1. Agee Construction Corp. (Clovis, CA) \$1,041,104
- 2. George Reed, Inc. (Modesto, CA) \$1,067,971
- 3. Avison Construction, Inc. (Madera, CA) \$1,132,691
- 4. Rolfe Construction, Inc. (Atwater, CA) \$1,370,783

The Engineer’s estimate for construction was \$850,000.

The following is the proposed budget for the project:

Construction	\$ 1,041,104.00
Contingency (10%)	\$ 104,110.40
<u>Engineering, Testing & Inspection</u>	<u>\$ 31,233.12</u>
TOTAL:	\$ 1,176,447.52

History & Past Actions

At the January 22, 2019 Council meeting, Council approved the creation of a Capital Improvement Project to be funded by Measure V for pavement reconstruction and storm drain line improvements along Main Street from M to N streets.

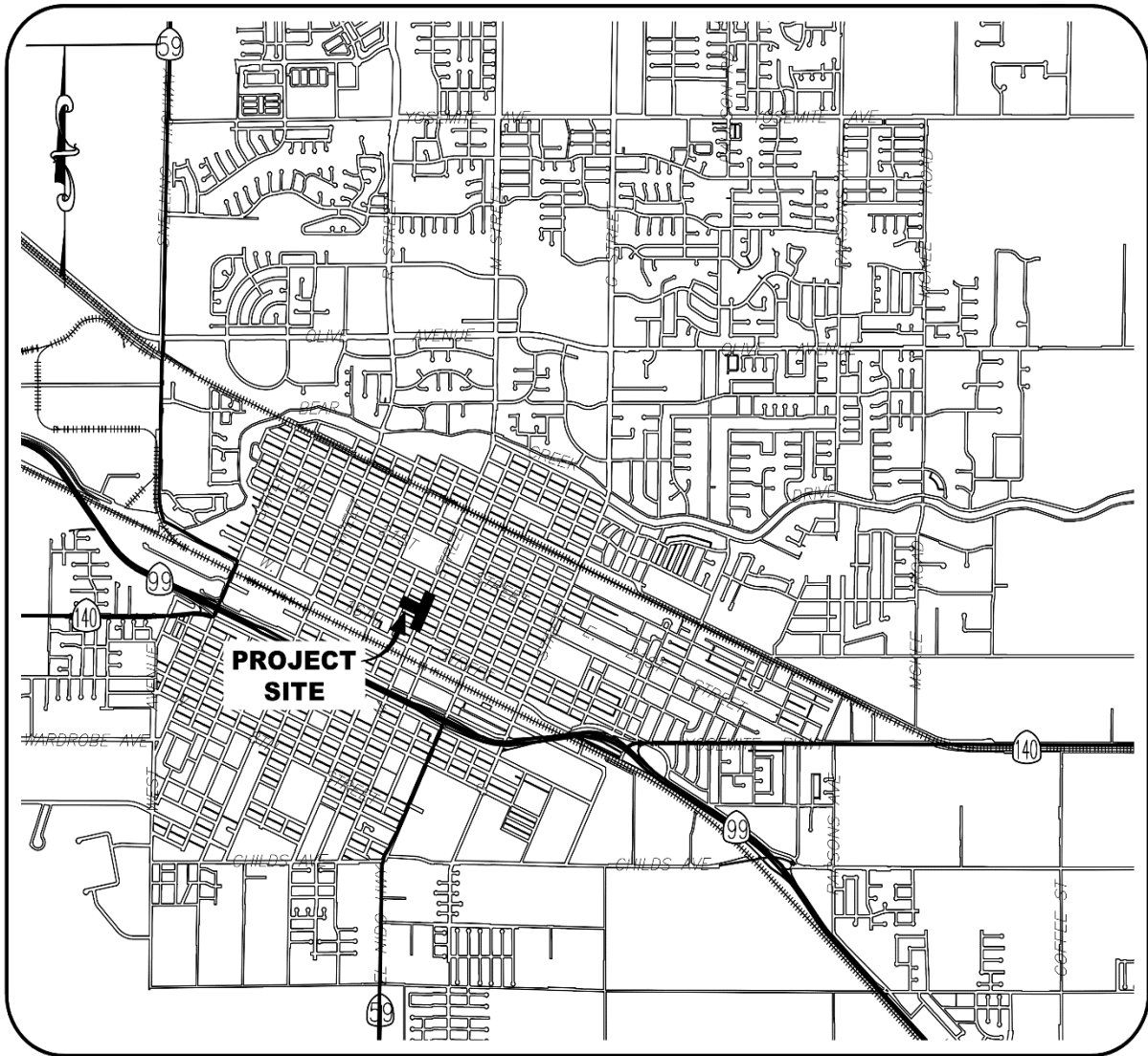
At the August 5, 2019 Council meeting, Council approved the Regional Surface Transportation Program (RSTP) Claim form, which identified \$480,871 in funding for the M and Main Streets Improvements Project.

IMPACT ON CITY RESOURCES

This project was established as a Capital Improvement Project and accounts 075-1145-637.65-00 (Measure V Alternative Modes), 078-1145-637.65-00 (Measure V Streets), and 450-1104-637.65-00 (RSTP) contain sufficient funding to complete the project.

ATTACHMENTS

- 1. Location Map
- 2. Bid Results
- 3. Construction Contract



LOCATION MAP

SCALE: 1"=0.5 mi.

**CITY OF MERCED
PROJECT NO. 119002
"M" STREET AND MAIN STREET RESURFACING AND REPAIRS**

Bid Opening 9/5/2019

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	AGEE CONSTR. CORP. CLOVIS, CA		GEORGE REED, INC. MODESTO, CA		AVISON CONSTR., INC. MADERA, CA		ROLFE CONSTR., INC. ATWATER, CA	
				UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	Permits, Bonds, Licenses and Insurance	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 5,000.00	\$ 5,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,706.00	\$ 30,706.00
2	Public Convenience and Safety	LS	1	\$ 82,000.20	\$ 82,000.20	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 22,190.00	\$ 22,190.00
3	Water Pollution and Control	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.50	\$ 1,500.50	\$ 22,490.00	\$ 22,490.00
4	Street Sweeping	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,506.00	\$ 12,506.00
5	Surveying Services	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00
6	Monumentation	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 11,128.00	\$ 11,128.00
7	Portable Changeable Message Signs	EA	6	\$ 2,500.00	\$ 15,000.00	\$ 4,000.00	\$ 24,000.00	\$ 1,000.00	\$ 6,000.00	\$ 5,443.00	\$ 32,658.00
8	Sawcut Existing Concrete & Asphalt Paving	LF	2,388	\$ 2.75	\$ 6,567.00	\$ 3.00	\$ 7,164.00	\$ 2.50	\$ 5,970.00	\$ 4.50	\$ 10,746.00
9	Remove Existing Asphalt Pavement & Base Rock (1.5')	SF	5,049	\$ 2.50	\$ 12,622.50	\$ 5.00	\$ 25,245.00	\$ 6.50	\$ 32,818.50	\$ 5.00	\$ 25,245.00
10	Remove Existing Asphalt Pavement for FDR-C (0.45')	SF	39,025	\$ 0.50	\$ 19,512.50	\$ 0.75	\$ 29,268.75	\$ 0.50	\$ 19,512.50	\$ 0.88	\$ 34,342.00
11	Remove Existing Concrete Curb & Gutter	LF	1,023	\$ 3.60	\$ 3,682.80	\$ 25.00	\$ 25,575.00	\$ 14.00	\$ 14,322.00	\$ 10.00	\$ 10,230.00
12	Remove Existing Concrete Sidewalk	SF	2,634	\$ 1.00	\$ 2,634.00	\$ 5.00	\$ 13,170.00	\$ 3.50	\$ 9,219.00	\$ 5.50	\$ 14,487.00
13	Remove Existing Concrete Driveway & Alley Approach	SF	900	\$ 2.76	\$ 2,484.00	\$ 7.00	\$ 6,300.00	\$ 8.00	\$ 7,200.00	\$ 3.50	\$ 3,150.00
14	Remove Existing Sidewalk Pavers	SF	2,106	\$ 1.00	\$ 2,106.00	\$ 5.00	\$ 10,530.00	\$ 6.50	\$ 13,689.00	\$ 7.00	\$ 14,742.00
15	Remove Existing Catch Basin & Rock Well	EA	4	\$ 620.00	\$ 2,480.00	\$ 1,200.00	\$ 4,800.00	\$ 2,500.00	\$ 10,000.00	\$ 3,978.00	\$ 15,912.00
16	Cold Plane Existing Pavement (0.21' Min. Depth)	SF	23,718	\$ 0.50	\$ 11,859.00	\$ 0.70	\$ 16,602.60	\$ 1.00	\$ 23,718.00	\$ 1.00	\$ 23,718.00
17	Clearing and Grubbing	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 67,000.95	\$ 67,000.95	\$ 35,000.00	\$ 35,000.00	\$ 9,984.00	\$ 9,984.00
18	18" RCP Storm Drain	LF	434	\$ 120.00	\$ 52,080.00	\$ 98.00	\$ 42,532.00	\$ 150.00	\$ 65,100.00	\$ 47.00	\$ 20,398.00
19	12" RCP Storm Drain	LF	214	\$ 105.00	\$ 22,470.00	\$ 95.00	\$ 20,330.00	\$ 130.00	\$ 27,820.00	\$ 99.50	\$ 21,293.00
20	Standard Storm Drain Manhole	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 6,500.00	\$ 13,000.00	\$ 4,500.00	\$ 9,000.00	\$ 7,157.00	\$ 14,314.00
21	Type C Catch Basin	EA	6	\$ 5,500.00	\$ 33,000.00	\$ 3,800.00	\$ 22,800.00	\$ 6,000.00	\$ 36,000.00	\$ 4,182.00	\$ 25,092.00
22	Pulverize Existing Pavement	SF	39,025	\$ 0.34	\$ 13,268.50	\$ 0.05	\$ 1,951.25	\$ 0.20	\$ 7,805.00	\$ 0.68	\$ 26,537.00
23	Full Depth Reclamation - Cement	SF	39,025	\$ 1.80	\$ 70,245.00	\$ 2.00	\$ 78,050.00	\$ 2.00	\$ 78,050.00	\$ 1.60	\$ 62,440.00
24	6" Vertical Curb & Gutter (Incl Returns)	LF	612	\$ 35.00	\$ 21,420.00	\$ 65.00	\$ 39,780.00	\$ 60.00	\$ 36,720.00	\$ 64.00	\$ 39,168.00
25	Flush Curb & Gutter (Incl Returns)	LF	412	\$ 33.00	\$ 13,596.00	\$ 50.00	\$ 20,600.00	\$ 60.00	\$ 24,720.00	\$ 76.00	\$ 31,312.00
26	4" Concrete Sidewalk	SF	3,536	\$ 7.00	\$ 24,752.00	\$ 16.00	\$ 56,576.00	\$ 20.00	\$ 70,720.00	\$ 27.50	\$ 97,240.00
27	4" Stamped and Colored Concrete Sidewalk (incl Returns)	SF	1,199	\$ 11.00	\$ 13,189.00	\$ 20.00	\$ 23,980.00	\$ 25.00	\$ 29,975.00	\$ 28.00	\$ 33,572.00
28	6" Concrete Driveway Approach	SF	1,078	\$ 11.00	\$ 11,858.00	\$ 25.00	\$ 26,950.00	\$ 18.00	\$ 19,404.00	\$ 21.50	\$ 23,177.00
29	Asphalt Concrete FDR Wear Course (0.42' Depth)	SF	39,025	\$ 3.10	\$ 120,977.50	\$ 3.15	\$ 122,928.75	\$ 3.00	\$ 117,075.00	\$ 4.60	\$ 179,515.00
30	Asphalt Concrete Overlay (0.21' Depth)	SF	23,718	\$ 2.40	\$ 56,923.20	\$ 2.15	\$ 50,993.70	\$ 2.00	\$ 47,436.00	\$ 2.00	\$ 47,436.00
31	Asphalt Concrete Pavement Patching (0.30' AC/1.20'AB)	SF	5,049	\$ 8.20	\$ 41,401.80	\$ 7.00	\$ 35,343.00	\$ 8.50	\$ 42,916.50	\$ 10.00	\$ 50,490.00
32	Adjust Utility Boxes to Finish Grade	EA	45	\$ 655.00	\$ 29,475.00	\$ 500.00	\$ 22,500.00	\$ 1,100.00	\$ 49,500.00	\$ 913.00	\$ 41,085.00
33	Traffic Stripes and Pavement Markings	LS	1	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 30,000.00	\$ 30,000.00	\$ 13,000.00	\$ 13,000.00
34	Pavement Markers	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 13,000.00	\$ 13,000.00
35	Location 1 ("M" Street at 16th Street Traffic Signal)	LS	1	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00	\$ 40,000.00	\$ 40,000.00	\$ 61,750.00	\$ 61,750.00
36	Location 2 ("M" Street at Main Street Traffic Signal)	LS	1	\$ 97,000.00	\$ 97,000.00	\$ 97,000.00	\$ 97,000.00	\$ 100,000.00	\$ 100,000.00	\$ 187,070.00	\$ 187,070.00
37	Location 3 ("M" Street at 18th Street Traffic Signal)	LS	1	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 50,000.00	\$ 50,000.00	\$ 75,660.00	\$ 75,660.00
CONSTRUCTION COST				\$ 1,041,104.00		\$ 1,067,971.00		\$ 1,132,691.00		\$ 1,370,783.00	

ADDED AMOUNT ON BID FORM \$ 1,054,604.00

"M" AND MAIN STREET

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT made on _____, by and between the CITY OF MERCED, a municipal corporation of the State of California, hereinafter called the Owner, and AGEE CONSTRUCTION CORPORATION, hereinafter called the Contractor:

WITNESSETH:

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

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

- (1) This General Construction Contract;
- (2) Faithful Performance Bond;
- (3) Laborers and Materialmens Bond;
- (4) Guaranty;
- (5) Special Provisions for **PROJECT NUMBER 119002**;
- (6) Amendments to the Standard Specifications;
- (7) Project Plans;
- (8) Standard Specifications;
- (9) City Standards;
- (10) Proposal;
- (11) Instructions to Bidders;
- (12) Notice Inviting Bids;
- (13) Bidder's Bond;
- (14) Notice of Determination of Prevailing Wages;
- (15) List of Subcontractors and Material Dealers; and
- (16) Safety Provisions.

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

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

2. **THE WORK.** Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with Contract Documents in the manner designated in, and in strict conformity with, the Plans and Specifications for **PROJECT NUMBER 119002**, which said Plans and Specifications are entitled, "**M AND MAIN STREET RESURFACING REPAIRS,**" for construction in Merced County in Merced, and which were included in the award of bid made by the City Council of the City of Merced on _____, 2019.

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

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

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Permits, Bonds, Licenses and Insurance	1	ls	\$ <u>100,000.00</u>	\$ 100,000.00
2	Public Convenience & Safety	1	ls	\$ <u>82,000.20</u>	\$ 82,000.20
3	Water Pollution Control	1	ls	\$ <u>3,500.00</u>	\$ 3,500.00
4	Street Sweeping	1	ls	\$ <u>12,000.00</u>	\$ 12,000.00
5	Surveying Services	1	ls	\$ <u>12,000.00</u>	\$ 12,000.00
6	Monumentation	1	ls	\$ <u>5,000.00</u>	\$ 5,000.00
7	Portable Changeable Message Signs	6	ea	\$ <u>2,500.00</u>	\$ 15,000.00
8	Sawcut Existing Concrete & Asphalt Pavement	2,388	lf	\$ <u>2.75</u>	\$ 6,567.00
9	Remove Existing Asphalt Pavement & Base Rock for Patching (1.50' Depth)	5,049	sf	\$ <u>2.50</u>	\$ 12,622.50
10	Remove Existing Asphalt Pavement for FDR-C (0.45' Depth)	39,025	sf	\$ <u>0.50</u>	\$ 19,512.50
11	Remove Existing Concrete Curb & Gutter	1,023	lf	\$ <u>3.60</u>	\$ 3,682.80
12	Remove Existing Concrete Sidewalk	2,634	sf	\$ <u>1.00</u>	\$ 2,634.00
13	Remove Existing Concrete Driveway & Alley Approach	900	sf	\$ <u>2.76</u>	\$ 2,484.00
14	Remove Existing Sidewalk Pavers	2,106	sf	\$ <u>1.00</u>	\$ 2,106.00
15	Remove Existing Catch Basin & Rock Well	4	ea	\$ 620.00	\$ 2,480.00
16	Cold Plane Existing Pavement (0.21' Min Depth)	23,718	sf	\$ <u>0.50</u>	\$ 11,859.00
17	Clearing and Grubbing	1	ls	\$ <u>1,500.00</u>	\$ 1,500.00
18	18" RCP Storm Drain	434	lf	\$ <u>120.00</u>	\$ 52,080.00
19	12" RCP Storm Drain	214	lf	\$ <u>105.00</u>	\$ 22,470.00
20	Standard Storm Drain Manhole	2	ea	\$ <u>5,000.00</u>	\$ 10,000.00
21	Type-C Catch Basin	6	ea	\$ <u>5,500.00</u>	\$ 33,000.00
22	Pulverize Existing Pavement	39,025	sf	\$ <u>0.34</u>	\$ 13,268.50
23	Full Depth Reclamation - Cement	39,025	sf	\$ <u>1.80</u>	\$ 70,245.00
24	6" Vertical Curb & Gutter (Incl Returns)	612	lf	\$ <u>35.00</u>	\$ 21,420.00
25	Flush Curb & Gutter (Incl Returns)	412	lf	\$ <u>33.00</u>	\$ 13,596.00

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
26	4" Concrete Sidewalk	3,536	sf	\$ 7.00	\$ 24,752.00
27	4" Stamped and Colored Concrete Sidewalk (Incl Returns)	1,199	sf	\$ 11.00	\$ 13,189.00
28	6" Concrete Driveway Approach	1,078	sf	\$ 11.00	\$ 11,858.00
29	Asphalt Concrete FDR Wear Course (0.42' Depth)	39,025	sf	\$ 3.10	\$ 120,977.50
30	Asphalt Concrete Overlay (0.21' Depth)	23,718	sf	\$ 2.40	\$ 56,923.20
31	Asphalt Concrete Pavement Patching (0.30' AC/ 1.20' AB)	5,049	sf	\$ 8.20	\$ 41,401.80
32	Adjust Utility Boxes to Finish Grade	45	ea	\$ 655.00	\$ 29,475.00
33	Traffic Stripes and Pavement Markings	1	ls	\$ 27,000.00	\$ 27,000.00
34	Pavement Markers	1	ls	\$ 2,500.00	\$ 2,500.00
35	Location 1 ("M" Street at 16th Avenue Traffic Signal)	1	ls	\$ 39,000.00	\$ 39,000.00
36	Location 2 ("M" Street at Main Street Traffic Signal)	1	ls	\$ 97,000.00	\$ 97,000.00
37	Location 3 ("M" Street at 18th Avenue Traffic Signal)	1	ls	\$ 46,000.00	\$ 46,000.00

TOTAL BID SCHEDULE A ITEMS 1 THROUGH 37 \$1,041,104.00

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

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that if the surety within fifteen (15) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

5. **NOTICE AND SERVICE THEREOF.** Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly

authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, (a) if the notice is given to the Owner, per personal delivery thereof to the City Engineer of said Owner, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to the Owner, postage prepaid and registered; (b) if the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his duly authorized representative at the site of the project, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to said Contractor at **1039 Hoblitt Avenue, Clovis, CA 93612**, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

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

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

8. INSURANCE. The Contractor shall not commence work under this Contract until he has obtained all insurance required by Section 7-3 of the Standard Specifications for Public Works Construction (1997 Edition), as amended, and such insurance has been approved by the City Attorney of Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract, and particularly paragraph 9 hereof. Said insurance obtained by the Contractor shall be primary and noncontributory as to any insurance maintained by owner. *Endorsement for additional insured shall be submitted on Standard form CG 20101185. Endorsement forms CG 20101001 and CG 20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects.* Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy.

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City is the named insured or is named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City shall be the insured or named as an additional insured covering the work, whether liability is attributable

to the Contractor or the City. The policy shall insure the City, its officers, employees and agents while acting within the scope of their duties on the work, against all claims arising out of or in connection with the work.

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

Bodily Injury...	\$500,000.00	each person
	\$1,000,000.00	each occurrence
	\$1,000,000.00	aggregate products and completed operations
Property Damage...	\$250,000.00	each occurrence
	\$500,000.00	aggregate

A combined single limit policy with aggregate limits in the amount of \$1,250,000.00 will be considered equivalent to the required minimum limits.

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

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

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

All insurance required by this section shall be from a California admitted insurance company.

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

CANCELLATION CLAUSE

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

9. HOLD HARMLESS. The Contractor will indemnify, defend with counsel selected by the Owner, save, keep, and hold harmless, the Owner and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of said work, or by reason of any infringement or alleged infringement of

the patent rights of any person or persons, firm or corporation, in consequence of the use in, on, or about said work, of any article or material supplied or installed under this Contract. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the Owner and are for the express benefit of the general public.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:
 - (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Subsurface or latent physical conditions at the site differing from those indicated;
 - (3) Unknown physical conditions at the site of any unusual nature different materially from those ordinarily encountered, and generally recognized as inherent in work of the character provided for in the contract.
- (b) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ or do involve hazardous waste and cause a decrease or increase in the

Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this contract.

- (c) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

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

- (a) "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract, and payment of which is not otherwise expressly provided for or the Contractor not otherwise entitled to, or (3) an amount the payment of which is disputed by the City.
- (b) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein shall extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (c) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.
 - (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
 - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- (d) For claims of over fifty thousand dollars (\$50,000) and less than, or equal to, three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within sixty (60) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim, or relating to defenses or claims the City may have against the Contractor.
 - (1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.
 - (2) The City's written response to the claim as further documented shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a

period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater

- (e) If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response, or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- (f) If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title I of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written claim pursuant to Subdivision (b) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- (g) The following procedures shall be followed for all civil actions filed to resolve claims subject to this clause:
 - (1) Within sixty (60) days, but no earlier than thirty (30) days following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- (h) The City shall not fail to pay money as to any portion of a claim which is undisputed, except as otherwise provided in this contract.
- (i) In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

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

ATTEST:

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


By: _____
Deputy City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

AGEE CONSTRUCTION CORPORATION
(Contractor Name, Herein called Contractor)

By: _____
City Attorney

By:  _____
Contractor **ALAD DIRHAM**
CHIEF ESTIMATOR

ACCOUNT DATA:

TAXPAYER I.D. NO: 77-0288965

PROJECT NUMBER 119002

VENDOR NUMBER: _____

ADDRESS: 1039 Hoblitt Avenue,
Clovis, CA 93612

Project Account Number

PHONE: (559) 299-3290

075-1145-637.65-00-119002

FAX: (559) 299-3503

078-1145-637.65-00-119002

Amount: \$ 1,041,104.00

EMAIL: estimating@ageeconstruction.com

By: _____
Finance Officer Verification

(SEAL)



ADMINISTRATIVE REPORT

Agenda Item I.15.

Meeting Date: 9/16/2019

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

SUBJECT: Authorization to Accept \$80,000 in Grant Funds from the California Office of Traffic Safety to Conduct DUI Checkpoints, DUI Saturation Patrols, Distracted Driving Enforcement, Pedestrian/Bicycle Enforcement, Seat Belt Enforcement, Motorcycle Safety Enforcement, Traffic Safety Enforcement, Along with Conducting Assemblies for Middle Schools, and Purchasing Children Bicycle Helmets as Part of the 2019 California Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant

REPORT IN BRIEF

Considers accepting grant funding from the California Office of Traffic Safety offered to the Merced Police Department in the amount of \$80,000 from the Selective Traffic Enforcement Program (STEP) Grant to conduct DUI Checkpoints, DUI Saturation Patrols, Distracted Driving Enforcement, Pedestrian/Bicycle Enforcement, Seat Belt Enforcement, Motorcycle Safety Enforcement, Traffic Safety Enforcement, along with conducting assemblies for middle schools, and purchasing children bicycle helmets.

RECOMMENDATION

City Council - Adopt a motion:

- A. Accepting the grant and increasing the revenue budget in account 035-1016-324.01-02 by \$80,000; and,
- B. Appropriating the same to Fund 035-Police Office of Traffic Safety Grant Fund; and,
- C. Approving the use of pooled cash until reimbursement from the grant is received; and,
- D. Authorizing the City Manager to execute the necessary documents.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2019-20 Adopted Budget

DISCUSSION

Background

The Merced Police Department (MPD) first received this same grant funding beginning in October 2007. This upcoming grant funding/award will be our eleventh year that the California Office of Traffic Safety (OTS) has offered us grant funding to operate their traffic/DUI enforcement grants.

Description

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

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

There is money set aside for travel expenses related to training on DUI enforcement.

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

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

The application included our request to fund the program accordingly:

Personnel & Benefits	=	\$73,404
Travel (in state only)	=	\$2,896
Contractual Services	=	\$3,000
Equipment	=	\$-0-
Other Direct Costs	=	\$700
TOTAL REQUEST	=	\$80,000
Match Amount	=	\$-0-

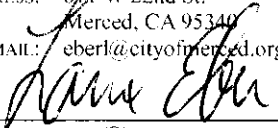
This grant does not require a match of any type (in-kind or cash). It is a 100% reimbursement grant. Funds are first expended by the MPD and then requests for reimbursement are submitted on a quarterly basis. The grant program period will be October 1, 2019 through September 30, 2020.

IMPACT ON CITY RESOURCES

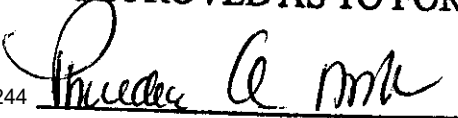
Staff is requesting that Council accept the grant award and increase the revenue budget in account 035-1016-324.01-02 by \$80,000; and, appropriate the same to Fund 035; and, allow the use of pooled cash until reimbursement from the grant is received. Without grant funding, the operations described in this grant would not get accomplished.

ATTACHMENTS

1. OTS STEP Grant Agreement/Award

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Merced	3. Grant Period
4. AGENCY UNIT TO ADMINISTER GRANT Merced Police Department	From: 10/01/2019 To: 09/30/2020
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$80,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Lance Eber PHONE: (209) 385-4701 TITLE: Crime Analyst FAX: (209) 388-7862 ADDRESS: 611 W 22nd St. Merced, CA 95340 EMAIL: eberl@cityofmerced.org  _____ (Signature)	B. AUTHORIZING OFFICIAL OF AGENCY NAME: Steven S. Carrigan PHONE: (209) 385-6834 TITLE: City Manager FAX: (209) 723-1780 ADDRESS: 611 W 22nd Street Merced, CA 95340 EMAIL: carrigans@cityofmerced.org _____ (Signature)
C. FISCAL OR ACCOUNTING OFFICIAL NAME: Venus Rodriguez PHONE: (209) 385-8547 TITLE: Finance Officer FAX: (209) 385-6940 ADDRESS: 611 W 22nd Street Merced, CA 95340 EMAIL: rodriguezv@cityofmerced.org _____ (Signature)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Randy Weissman PHONE: (916) 509-3030 TITLE: Acting Director FAX: (916) 509-3055 ADDRESS: 2208 Kausen Drive Suite 300 Elk Grove, CA 95758 EMAIL: randy.weissman@ots.ca.gov _____ (Signature)
E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature)	9. DUNS INFORMATION DUNS #: 169211554 REGISTERED ADDRESS: 678 W 18th St CITY: Merced ZIP+4: 95340-4708

APPROVED AS TO FORM:

244 

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164 AL-20	20.608	0521-0890-101	2019	2019	BA/19	\$50,000.00
402PT-20	20.600	0521-0890-101	2019	2019	BA/19	\$30,000.00
					AGREEMENT TOTAL	\$80,000.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT \$80,000.00	
					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00	
OTS ACCOUNTING OFFICER'S SIGNATURE <i>[Signature]</i>			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE \$80,000.00		

1. PROBLEM STATEMENT

As evidenced below, Merced continues to have concerns and problems with collisions that have injuries and fatalities. In 2018, Merced had 10 fatalities. We only had 3 in 2017. Total number of people injured in collisions in Merced in 2018 was 618 which is a decrease from 2017 when we had 637. During 2018, MPD issued 3,090 tickets for traffic moving violations and 135 traffic administrative citations. MPD had 263 DUI arrests in 2018. This is a decrease from the 334 in 2017. Collisions involving pedestrians increased from 52 to 71 from 2017 to 2018. Collisions involving bicycles increased from 52 to 68 from 2017 to 2018. Nighttime collisions increased from 173 to 201 from 2017 to 2018. Total calls for service for collisions increased from 2,011 to 2,090. MPD is continuing to have issues with traffic violations, unsafe driving resulting in injuries and fatalities, and driving while under the influence of alcohol. MPD will use OTS grant funding to drastically reduce all of these traffic related issues. MPD will use OTS funding to impact the City of Merced, our jurisdiction for law enforcement activities.

2. PERFORMANCE MEASURES

A. Goals:

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

B. Objectives:

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

<p>overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.</p>	
<p>8. Conduct DUI Saturation Patrol operation(s).</p>	<p>23</p>
<p>9. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.</p>	<p>18</p>
<p>10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.</p>	<p>8</p>
<p>11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.</p>	<p>4</p>
<p>12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.</p>	<p>8</p>
<p>13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.</p>	<p>6</p>
<p>3. METHOD OF PROCEDURE</p>	
<p>A. Phase 1 – Program Preparation (1st Quarter of Grant Year)</p>	
<ul style="list-style-type: none"> • The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section. • All training needed to implement the program should be conducted this quarter. • All grant related purchases needed to implement the program should be made this quarter. • In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly. • Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations. <u>Media Requirements</u> • Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release. 	
<p>B. Phase 2 – Program Operations (Throughout Grant Year)</p>	
<ul style="list-style-type: none"> • The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes. <u>Media Requirements</u> • Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement. <ol style="list-style-type: none"> 3. If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press. 4. If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date. 5. Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press. 	

6. Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
7. Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
8. Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
9. Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
10. Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
11. Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

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

4. METHOD OF EVALUATION

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

5. ADMINISTRATIVE SUPPORT

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

GRANT AGREEMENT

PT20081

Schedule B

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164 AL-20	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$50,000.00
402PT-20	20.600	State and Community Highway Safety	\$30,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
<u>Straight time</u>		\$0.00
<u>Overtime</u>		
DUI/DL Checkpoints	20.608	\$32,003.00
DUI Saturation Patrols	20.608	\$14,444.00
Traffic Enforcement	20.600	\$11,520.00
Distracted Driving	20.600	\$3,840.00
Motorcycle Safety	20.600	\$2,560.00
Pedestrian and Bicycle Enforcement	20.600	\$3,840.00
AL Benefits @ 7.65%	20.608	\$3,553.00
PT Benefits @ 7.65%	20.600	\$1,644.00
Category Sub-Total		\$73,404.00
B. TRAVEL EXPENSES		
In State Travel	20.600	\$2,896.00
		\$0.00
Category Sub-Total		\$2,896.00
C. CONTRACTUAL SERVICES		
Multi-Media Presentations	20.600	\$3,000.00
Category Sub-Total		\$3,000.00
D. EQUIPMENT		
		\$0.00
Category Sub-Total		\$0.00
E. OTHER DIRECT COSTS		
Bicycle Helmets	20.600	\$700.00
Category Sub-Total		\$700.00
F. INDIRECT COSTS		
Indirect Costs		\$0.00
Category Sub-Total		\$0.00
GRANT TOTAL		\$80,000.00

GRANT AGREEMENT

PT20081

Schedule B-1

BUDGET NARRATIVE	
PERSONNEL COSTS	QUANTITY
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	5
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	23
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	18
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	8
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	8
AL Benefits @ 7.65% - 7.65% Benefits 1.45% Medicare 6.20% Social Security	1
PT Benefits @ 7.65% - 7.65% Benefits 1.45% Medicare 6.20% Social Security	1
TRAVEL EXPENSES	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
CONTRACTUAL SERVICES	
Multi-Media Presentations - to provide high-impact traffic safety presentations to convey the message about the consequences of drinking and driving, distracted driving and making the right choices when behind the wheel.	1
EQUIPMENT	
-	
OTHER DIRECT COSTS	
Bicycle Helmets - helmets to be distributed during bicycle rodeos and other bicycle safety related events.	70
INDIRECT COSTS	
Indirect Costs - no indirect costs	
STATEMENTS/DISCLAIMERS	
Program Income default statement: There will be no program income generated from this grant.	
Enforcement Grant Quota Disclaimer:	

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

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

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

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

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

NONDISCRIMINATION

(applies to subrecipients as well as States)

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

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

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

The State highway safety agency—

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

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

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

recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

- 1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

LAW ENFORCEMENT AGENCIES

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."

CALIFORNIA OFFICE OF TRAFFIC SAFETY

Account Number: NIA

Amount: NIA

VERIFIED

BY: 
Finance Officer

FINANCE ENTRY	
Contract No:	<u>301039</u>
Vendor Number:	<u>NIA</u>
P.O. Number:	<u>NIA</u>
Funds Available:	<u>NO funds to encumber. by 8/23/19</u>
	08/19/19

YPR #14330 8/26/19

FL 8/26/19



ADMINISTRATIVE REPORT

Agenda Item I.16.

Meeting Date: 9/16/2019

Report Prepared by: Lance Eber, Crime Analyst, Police

SUBJECT: Acceptance and Appropriation of Grant Funding in the Amount of \$5,000 from the BNSF Railway Foundation to Assist with Communication Needs of the Police Department

REPORT IN BRIEF

Considers accepting and appropriating grant funding in the amount of \$5,000 from the BNSF Railway Foundation to assist with communication needs of the Police Department.

RECOMMENDATION

City Council - Adopt a motion accepting grant funds from the BNSF Railway Foundation and increasing revenue in account 001-1001-360.02-01 project 240004 in the amount of \$5,000 and appropriating the same to account 001-1001-522.29-00 project 240004.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2019-20 Adopted Budget

DISCUSSION

In May of 2018, the Merced Police Department submitted a grant application to the BNSF Railway Foundation. The application requested \$450,000 for the purchase of a mobile incident command vehicle. In July of 2019, the BNSF Railway Foundation sent a letter awarding a grant in the amount of \$5,000.

The Merced Police Department will use the \$5,000 to fill needs unmet in the approved 2019/20 City of Merced Budget to enhance internal department communication.

This grant does not require a match of any type. It is a 100% fully funded grant. Grant award of

\$5,000 was mailed in the form of a check. Depositing the check constitutes acceptance of the grant. There is no contract or agreement to sign.

The Merced Police Department has twelve months from the date of the check 7/23/2019 to expend all of the funds.

The Merced Police Department will submit a report in July 2020 with specific details outlining how the \$5,000 grant award was used.

IMPACT ON CITY RESOURCES

Staff is requesting that Council accept the grant award of \$5,000; increase the revenue account 001-1001-360-02-01 project 240004 and appropriate for the same to 001-1001-522-29-00 project 240004.

ATTACHMENTS

1. Letter of Award



Zak A. Andersen
President

BNSF Railway Foundation
P.O. Box 961057
Fort Worth, TX 76161-0057
2500 Lou Menk Dr. AOB-2
Fort Worth, TX 76131-2830
817-867-6250
817-352-7924 fax
Zak.andersen@bnsf.com

July 23, 2019

Mr. Lance Eber
Crime Analyst/Grant Coordinator
Merced Police Department
611 W 22nd St
Merced, CA 95340

RE: Request ID 45192
Request Project Title: Support for Emergency Management Situations
Request Date: 5/17/2018

Please note that this grant period is 12 months beginning with the date on the enclosed check, not the date you applied.

Dear Mr. Eber,

On behalf of the BNSF Railway Foundation (the Foundation), please accept the enclosed \$5,000.00 contribution towards support for emergency management situations. Kindly send a final report one year from today's date or when the project is completed, whichever comes first, containing information about how our funds have been utilized and the impact we may have had. You may include pictures with your report, and you may either email it to Deanna.dugas@bnsf.com, or send in hard mail.

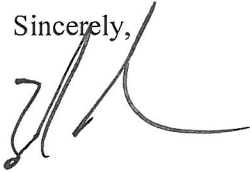
We would like to inform you of the following terms and conditions that apply to this grant:

- Merced Police Department warrants that it is currently recognized by the Internal Revenue Service (IRS) as a public charity under section 501(c)(3) and 509(a)(1), (2), or (3), or the grant meets the requirements of section 170(c)(1) of the Internal Revenue Code, and agrees to inform the BNSF Railway Foundation if its tax status changes, or if the IRS proposes to or actually revokes its tax status as described above.
- This grant must be used for the charitable project that was identified to the Foundation, as described in the proposal provided by Merced Police Department, and may not be used for any other purposes without prior written approval from the Foundation. These grant funds may not be used to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. Merced Police Department accepts full responsibility for compliance with terms and conditions in the agreement and must exercise full control over the grant and the expenditure of grant funds.
- At the Foundation's request, Merced Police Department must promptly provide such additional information, reports and documents. For the purposes of conducting financial reviews, verifications, or program evaluations, Merced Police Department will allow the Foundation and its representatives to have reasonable access during regular business hours to files, records, accounts, or personnel associated with this grant, as deemed necessary by the Foundation.

- The Foundation reserves the right to discontinue, modify, or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if the Foundation, in its sole discretion, determines that such action is necessary:
 - Because Merced Police Department has not fully complied with the terms and conditions of this grant,
 - To protect the purpose and objectives of the grant or any other charitable activities of the Foundation, or
 - To comply with any law or regulation applicable to Merced Police Department, the Foundation, or this grant.
- Merced Police Department's deposit, negotiation, or endorsement of the enclosed check constitutes its agreement to the terms and conditions set forth above.

If you have any questions, please contact Deanna Dugas, Manager, BNSF Railway Foundation, at (817) 867-6458 or at deanna.dugas@bnsf.com. We extend our best wishes for your continued success and look forward to hearing of your accomplishments during the coming years. It is a pleasure to be among your current supporters. If you would like to publicize this grant, please feel free to do so. Also, you may apply again for future grant consideration one year from the date on the enclosed grant check.

Sincerely,

A handwritten signature in black ink, appearing to be 'D. Dugas', written over the word 'Sincerely,'.



ADMINISTRATIVE REPORT

Agenda Item I.17.

Meeting Date: 9/16/2019

Report Prepared by: Dan Dabney, Sergeant, Merced Police Department

SUBJECT: Approval of Street Closure Request Submitted by Danielle Hullana for the 2019 Central California Band Review on November 9, 2019 From 6:00 A.M. Until 3:30 P.M.

REPORT IN BRIEF

Consider allowing the use of City streets on November 9, 2019 for the Central California Band Review.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of Parsons Avenue, from Merced Avenue to Dinkey Creek; Dinkey Creek, from Parsons Avenue to Watertown Drive; Watertown Drive, from Dinkey Creek to East Childs Avenue; and East Childs Avenue, from Coffee Street to Carol Avenue, as requested by Golden Valley High School Band Boosters Coordinator Danielle Hullana for the 2019 Central California Band Review scheduled Saturday, November 9, 2019. The street closures will be between 6:00 a.m. and 3:30 p.m.; subject to the conditions of the administrative staff report.

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 reconsideration of specific items.

AUTHORITY

City of Merced Charter Section 200
City of Merced Municipal Code Section 12.42.010
State of California Vehicle Code Section 21101(e)

CITY COUNCIL PRIORITIES

This annual event furthers the City Council's goal of providing community and youth enrichment activities.

DISCUSSION

A request was received from Danielle Hullana, representative for Golden Valley High School Band Boosters, to close the following streets for the 2019 Central California Band Review Parade:

- North Parsons Avenue from Merced Avenue to East Childs Avenue

- South Parsons Avenue from East Childs Avenue to East Gerard Avenue
- Dinkey Creek from South Parsons Avenue to Watertown Drive
- Watertown Drive from Dinkey Creek to East Childs Avenue
- East Childs Avenue from Coffee Street to Carol Avenue

South Parsons Avenue will be closed to north bound thru traffic at East Gerard Avenue. Residents and visitors for the Grove Apartments will be allowed to continue northbound on South Parsons Avenue from East Gerard. East Childs Avenue will be closed at Carol Avenue. Customers for the two hotels on South Parsons Avenue will be escorted into the business by Merced Police Officers. Customers going to businesses on East Childs Avenue between Carol Avenue and Parsons Avenue will be allowed access to the businesses. All other traffic will be re-routed to Highway 99.

Danielle Hullana, representative for Golden Valley High School Band Boosters, chose this parade route due to its proximity to the Golden Valley High School, where there is adequate bus parking, and suitable buildings in which to hold the jazz band competitions, which are an additional component of the band review. The proposed street closure has been used the past 10 years for this event and has worked out well for the competitors and the citizens.

The streets are requested to be closed on Saturday, November 9, 2019 between the hours of 6:00 a.m. and 3:30 p.m. The Merced Police Department will monitor this event to insure that proper traffic control procedures are followed and that traffic control devices, such as barricades, are properly placed along the street closure routes.

The Merced Police Department, along with Merced Police Department Explorer Scouts, will assist residents living within the street closure to and from their residences. The Merced Police Department, will use at minimum, the following staffing to provide traffic control for this event. Two (2) Police Sergeants, eleven (11) Police Officers, one (1) Community Service Officer and a minimum of thirty (30) Explorer scouts. The Police Sergeants and Police Officers being used will be on overtime.

The event would be held subject to the following conditions:

1. Event sponsors shall furnish a certificate of liability insurance with coverage of no less than \$1,000,000.00 and naming the City of Merced as additional insured.
2. Event sponsors shall contact all businesses and residences affected by the street closure, advising them of the hours, conditions and reason thereof. This will be done no less than thirty (30) days prior to the event.
3. Event sponsor shall be responsible for placing and removing all traffic barricades and posting of parking restrictions where streets are closed.
4. Event sponsor shall be responsible for disposing of any trash and debris generated from the event.
5. Event sponsor shall provide adequate supervision of the parade participants during this event as required by the Merced Police Department.

6. Event sponsor will provide a representative, to be positioned at the following intersections: East Childs Avenue & Parsons Avenue, South Parsons Avenue & Westfall, South Parsons Avenue & Dinkey Creek, Dinkey Creek & South Fork Avenue, Dinkey Creek & Sweetwater Avenue, Dinkey Creek & Manzanita Avenue, Dinkey Creek & Yew Court, Dinkey Creek & Yorktown Square, Dinkey Creek & Watertown Drive, Watertown Drive & Concord Drive, Watertown Drive & Concord Square, Watertown Drive & East Child Avenue and East Childs Avenue & Manzanita Avenue.

The representatives will be used to coordinate with the Merced Police Department any residents needing to enter or leave the residential area where the streets are closed.

7. Event Sponsor shall agree to indemnify and hold harmless the City, its officers, agents, and employees from any and all liability, costs, damages, or injuries to persons or damage to property which might arise out of or in any way be connected with the use of an encroachment/street closure permit for this event.

IMPACT ON CITY RESOURCES



No appropriation of funds is needed.

The Merced Police Department, along with Merced Police Department Explorer Scouts, will assist residents living within the street closure to and from their residences. The Merced Police Department, will use at minimum, the following staffing to provide traffic control for this event. Two (2) Police Sergeants, eleven (11) Police Officers, one (1) Community Service Officer and a minimum of thirty (30) Explorer scouts. The Police Sergeant and Police Officers being used will be on overtime.

ATTACHMENTS

1. Street Closure Application
2. Insurance Certificate
3. Route Map

19-497

	<h2 style="margin: 0;">STREET CLOSURE APPLICATION</h2> <h3 style="margin: 0;">REQUIRING CITY COUNCIL APPROVAL (OVER 400 FEET).</h3>	
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For current Fee, please see Planning & Development Fee Schedule

Application: _____

Receipt: _____

CHECKLIST:

Prior to submitting your application, please confirm by checking (☑) the boxes below that all the following have been completed.

- Have you completed the "Description of Event" below and signed the application on page 3? (Incomplete information may delay your application.)
- Have you allowed at least 8-10 weeks prior to the event for your application to be placed on a City Council agenda?
- Have you obtained the required insurance and do you have proof of that insurance to submit with your application? (See "Insurance" section on page 3 for details)
- Has the Indemnification Agreement on page 3 of this application been signed by an authorized representative of the sponsoring organization?

After obtaining approval from the City, but prior to the event, please make sure you have done the following:

- Have you read the conditions of approval and is your event prepared to abide by all conditions?
- Have you given public notice of the street closure to all the surrounding businesses within 1/2 mile at least 72 hours prior to the event as required in Condition #2 below? A form is provided at page 6 which can be used to inform the public. A copy of the form should be signed and returned to the Planning Division at least 24 hours before your event affirming that notice has been given per the above requirements.
- Have you posted "No Parking" at least 24 hours prior to the event as required in Condition #1 below and using the standards outlined on page 5?
- Have you arranged for "Special Event" City Refuse Service by calling 385-6800?
- Have you made arrangements for any temporary barricades? (The City does NOT provide the barricades for street closures.)
- Have you made arrangements for supplying any necessary electricity to your event? (Plugging outlets into City light poles is NOT allowed unless prior approval is obtained. Please call City Public Works at 385-6800 for additional information.)
- If you are selling alcohol at your event, have you obtained an Alcoholic Beverage Control (ABC) license or permit for this event?

DESCRIPTION OF EVENT:

APPLICANT/EVENT SPONSOR Merced Union High School District

CONTACT PERSON Danielle Hullana PHONE [REDACTED]

ADDRESS - Event 2121 E. Child Ave Merced, CA 95341

DRIVER'S LICENSE NO [REDACTED] E-MAIL [REDACTED]

DESCRIPTION OF EVENT (Continued):

DESCRIPTION OF EVENT (include equipment, obstructions, etc., to be placed in the encroachment area)
Central California Band Review @ Golden Valley High School on Childs Ave at Parsons
(Parade, Jazz, Field show event) We will be marching down (see attached map) Putting up
barricades at x locations and a trailer "Flatbed" in front of school parking lot.

THIS EVENT WILL SELL OR SERVE ALCOHOL: Yes _____ or No X

ESTIMATED NUMBER OF PEOPLE IN ATTENDANCE 10,000

DATE(S) AND TIME(S) OF USE (include time for setup and takedown as well as event time):
November 9, 2019 5:00am - 2:30pm

LIST ALL STREETS PROPOSED FOR CLOSURE:
Childs Ave, Parsons Ave before + after Dinkey Creek to Merced Ave, Childs at Carol and
MPD. Discretion Intersection at 4 way stop at top and bottom on Childs.

(PLEASE ATTACH A MAP TO IDENTIFY PARADE ROUTES, STREET CLOSURES, AND ANY OBSTRUCTIONS TO BE PLACED WITHIN THE RIGHT-OF-WAY)

STANDARD CONDITIONS FOR STREET/PARKING LOT CLOSURES/PARADES

1. Event Sponsor shall be responsible for placing and removing traffic barricades and posting of parking restrictions. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicle(s) per California Vehicle Code Section 22651(m)—see page 5.
2. Event Sponsor shall contact all businesses affected by the street/parking lot closure or parade advising them of hours, conditions and reason thereof within one-half mile of the encroachment area at least seventy-two (72) hours prior to the event. Event Sponsor shall provide the City confirmation that the proper notification was given. (A form is provided on page 6 to help the applicant with this requirement.)
3. Event Sponsor must remove all equipment, trash and debris, including "no parking" signs, generated by the event prior to the expiration of the encroachment permit.
4. Street closures shall not include major arterial streets.
5. Supervision/security shall be provided by event sponsor to ensure the safety of event participants and the public if required by the Police Department.
6. Event Sponsor shall pay for any City services required for supervision/security.
7. Alcoholic beverages may be served or sold, subject to Alcoholic Beverage Control Licensing Requirements, and subject to the Liquor Liability Insurance Policy of the City (see page 4).
8. Provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.
9. Event Sponsor shall be responsible for insuring that all vendors involved with the event obtain a City of Merced business license.
10. The applicant shall arrange and pay for special event City Refuse service by contacting Public Works at (209) 385-6800.
11. The applicant shall comply with the Indemnification and Insurance provisions as outlined on page 3 of this application.
12. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path into and through the closure area at all times via movable barriers. Fire hydrant access shall not be blocked at any time whatsoever.
13. _____
14. _____

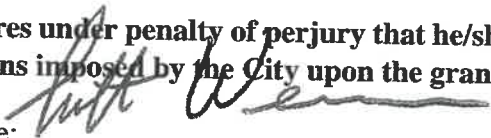
(Additional conditions may be imposed as deemed necessary)

INDEMNIFICATION: 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.

INSURANCE: 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.

REFUSAL OR REVOCATION OF PERMIT: Failure to comply with any law, rule or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.

The undersigned declares under penalty of perjury that he/she has the authority to sign for and bind the Event Sponsor to the conditions imposed by the City upon the granting of this Application.

Signature: 
Print Name: SCOTT WEIMER
Date: AUGUST 8, 2019

OFFICE USE

APPLICATION APPROVED SUBJECT TO CONDITIONS _____

BY _____
Development Services Department (385-6858)

DATE _____

BY _____
Merced Police Department (385-6912)

DATE _____

BY _____
Merced Fire Department (385-6891)

DATE _____

DATE
(MM/DD/YYYY)
5/22/2019

CERTIFICATE OF LIABILITY COVERAGE

COVERAGE PROVIDER: Self-Insured Schools of CA 2000 K Street Bakersfield CA 93301	NAMED COVERED MEMBER DISTRICT: Merced Union High School District PO Box 2147 Merced CA 95344
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THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES FOR THE EFFECTIVE COVERAGE DATES AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOCS IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOV'T CODE § 990 & 6500 ET SEQ.


CERTIFICATE NUMBER: 4

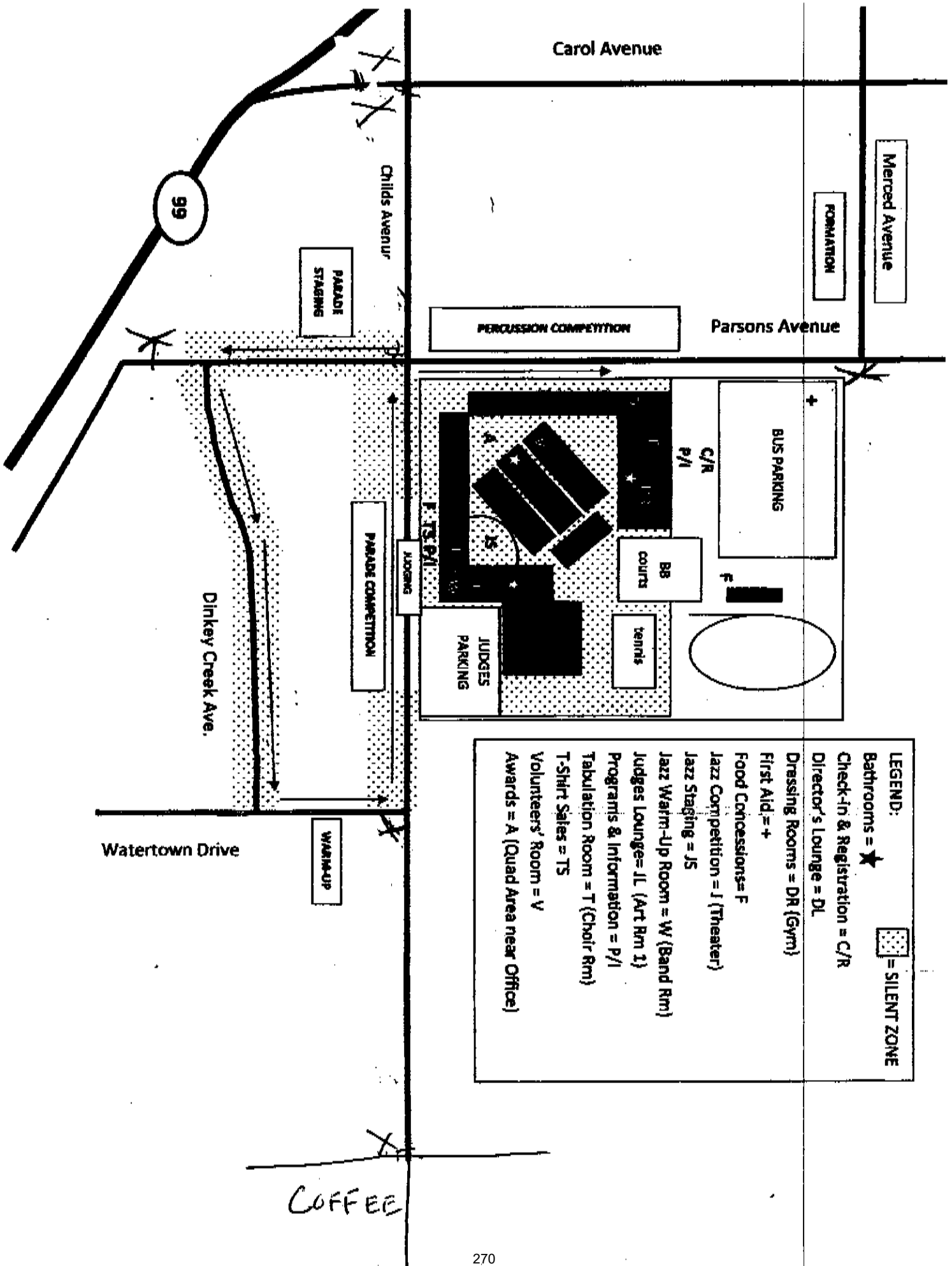
TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS (Each Occurrence)
GENERAL LIABILITY	General Liability Employment Practices Educators' Legal Liability	SLP 7119 20 \$1,000 Deductible	07/01/2019	07/01/2020	\$ 1,750,000
AUTOMOBILE LIABILITY	Automobile Liability (All Owned, Hired, Leased, and Borrowed)	SAP 7119 20 \$1,000 Deductible ACV COMP/COLL	07/01/2019	07/01/2020	\$ 1,750,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	E.L. Each Accident E.L. Disease – Ea. Employee E.L. Disease – Policy Limit				
BLANKET BUILDINGS & PROPERTY	Blanket Buildings & Contents, Replacement Cost Rental Interruption, Actual Loss Sustained	SPP 7119 20 DEDUCTIBLE \$ 2,500	07/01/2019	07/01/2020	\$ 250,000

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES), NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED; ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

Description and Date(s) of Event/Operations/Locations/Vehicle (Additional remarks/schedule may be attached if more space is needed)

*Use of facilities/streets for all schools within Merced Union High School District for the policy year, for which the City of Merced, its officers, employees, volunteers, and agents are named as additional insured.

CERTIFICATE HOLDER: City of Merced 678 W 18th St Merced CA 95340	Cancellation of Coverage: If any of the policies described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions. Issuer of this Certificate: SELF-INSURED SCHOOLS OF CA (SISC II) 2000 K STREET BAKERSFIELD CA 93301 PHONE (661) 636-4495 FAX (661) 636-4868 E-mail Address: sisc_pl@kern.org
	



- LEGEND:**
- Bathrooms = ★
 - Check-in & Registration = C/R
 - Director's Lounge = DL
 - Dressing Rooms = DR (Gym)
 - First Aid = +
 - Food Concessions = F
 - Jazz Competition = J (Theater)
 - Jazz Staging = JS
 - Jazz Warm-Up Room = W (Band Rm)
 - Judges Lounge = JL (Art Rm 1)
 - Programs & Information = P/I
 - Tabulation Room = T (Choir Rm)
 - T-Shirt Sales = TS
 - Volunteers' Room = V
 - Awards = A (Quad Area near Office)
 - [Dotted Area] = SILENT ZONE



ADMINISTRATIVE REPORT

Agenda Item I.18.

Meeting Date: 9/16/2019

Report Prepared by: Dan Dabney, Police Sergeant

SUBJECT: Approval of Street Closure Request for East Main Street, West Main Street, Canal Street, 18th Street and “O” Street Submitted by Ricky Pal for the 2019 Veterans Day Parade on November 11, 2019 From 11:00 A.M. Until 4:00 P.M.

REPORT IN BRIEF

Considers allowing the use of City streets on November 11, 2019 for the Veteran’s Day Parade.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of East Main Street, from “Calimyrna Avenue to G” Street; West Main Street, from “G” to Canal Streets; Canal Street from W. Main Street to West 18th Street; West 18th Street from Canal Street to “O” Street and “O” Street, from W. 18th Street to 20th Street as requested by Ricky Pal, Merced County Veterans Services for the 2019 Veterans Day Parade on Monday, November 11, 2019.

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 consideration of specific items.

AUTHORITY

City of Merced Charter Section 200
City of Merced Municipal Code Section 12.42.010
State of California Vehicle Code Section 21101(e)

CITY COUNCIL PRIORITIES

As provided for in the 2019-20 Adopted Budget.

DISCUSSION

A request has been received from Ricky Pal, Merced County Veterans Office to close East Main Street, West Main Street, Canal Street, 18th Street and “O” Street for the 2019 Veterans Day Parade. The request is for the Merced Police Department to close the following streets:

- East Main Street from “Calimyrna Avenue to “G”
- “D” Street to thru traffic at E. Main Street
- “E” Street to thru traffic at E. Main Street

- “G” street to thru traffic at E. Main Street
- West Main Street between “G” Street and Canal Street
- “H” Street to thru traffic at West Main Street
- “I” Street to thru traffic at West Main Street
- Martin Luther King Jr. Way to thru traffic at West Main Street
- “K” Street to thru traffic at West Main Street
- Canal Street from West Main Street to 18th Street
- 18th Street from Canal Street to “O” Street
- “M” Street to thru traffic at 18th Street
- “N” Street to thru traffic at 18th Street
- “O” Street to thru traffic at 18th Street
- 19th Street to thru traffic at “O” Street
- 20th Street to thru traffic at “O” Street

The date of this event is scheduled for Monday, November 11, 2019 and the time of the street closure will be as follows: East Main Street from “G” Street to Calimyrna Avenue will be closed at 11:00 A.M. for parade staging and assembly. West Main Street from “G” Street to “M” Street, Canal Street from W. Main Street to 18th Street, 18th Street from Canal Street to “O” street and “O” Street from W. 18th Street to 20th Street will be closed from 11:30 A.M. until 4:00 P.M. for the parade (If the parade finishes prior to 4:00 P.M. West Main Street will be opened earlier at the completion of the parade). The Parade start time is approximately 2:00 P.M.

Merced County Veterans Office will take full responsibility for notifying the businesses and residences along the parade route and providing ample notification of the event. The posting of “No Parking” signs, along the parade route, shall be done no less than 24 hours prior to the event. The expected attendance is 5000 spectators.

The Merced Police Department will provide traffic control services during this event. The Merced Police Department will utilize sworn police officers, reserve police officers, explorer scouts, citizen volunteers and community service officers to provide traffic control. If other City services are needed beyond the assistance of the Merced Police Department, the request will be made separately and to the appropriate departments.

The Merced Police Department will utilize approximately two (2) Police Sergeants, one (1) Police Community Service Officers, six (6) Police Officers, one (1) Police Volunteer and thirty (30) Police Explorer Scouts to conduct traffic control for this event.

The 2019 Veterans Day Parade will be held subject to the following conditions:

1. Event sponsors shall furnish a certificate of liability insurance with coverage of no less than \$500,000.00 and naming the City of Merced as additional insured.
2. Event sponsors shall contact all businesses and residences affected by the street closure, advising them of the hours, conditions and reason thereof.
3. Event sponsor shall be responsible for placing and removing all traffic barricades and posting of parking restrictions where streets are closed no less than 24 hours prior to the parade.

4. Event sponsor shall be responsible for disposing of any trash and debris generated from the event.
5. Event sponsor shall provide adequate supervision throughout the parade route as required by the Police Department.
6. Event sponsors shall agree to indemnify and hold harmless the City, its officers, agents, and employees from any and all liability, costs, damages, or injuries to persons or damage to property which might arise out of or in any way be connected with the use of an encroachment/street closure permit for this event.

IMPACT ON CITY RESOURCES

The Merced Police Department will utilize approximately two (2) Police Sergeants, six (6) Police Officers, one (1) Citizen Volunteers and thirty (30) Police Explorer Scouts to conduct traffic control for this event.

ATTACHMENTS

1. Street closure application
2. Insurance certificate
3. Parade Route Map

DD



STREET CLOSURE APPLICATION REQUIRING CITY COUNCIL APPROVAL (OVER 400 FEET).



For current Fee, please see Planning & Development Fee Schedule

Application: _____
Receipt: _____

CHECKLIST:

Prior to submitting your application, please confirm by checking (☑) the boxes below that all the following have been completed.

- y Have you completed the "Description of Event" below and signed the application on page 3? (Incomplete information may delay your application.)
- y Have you allowed at least 8-10 weeks prior to the event for your application to be placed on a City Council agenda?
- y Have you obtained the required insurance and do you have proof of that insurance to submit with your application? (See "Insurance" section on page 3 for details)
- y Has the Indemnification Agreement on page 3 of this application been signed by an authorized representative of the sponsoring organization?

After obtaining approval from the City, but prior to the event, please make sure you have done the following:

- y Have you read the conditions of approval and is your event prepared to abide by all conditions?
- _____ Have you given public notice of the street closure to all the surrounding businesses within 1/2 mile at least 72 hours prior to the event as required in Condition #2 below? A form is provided at page 6 which can be used to inform the public. A copy of the form should be signed and returned to the Planning Division at least 24 hours before your event affirming that notice has been given per the above requirements.
- _____ Have you posted "No Parking" at least 24 hours prior to the event as required in Condition #1 below and using the standards outlined on page 5?
- _____ Have you arranged for "Special Event" City Refuse Service by calling 385-6800?
- y Have you made arrangements for any temporary barricades? (The City does NOT provide the barricades for street closures.)
- y Have you made arrangements for supplying any necessary electricity to your event? (Plugging outlets into City light poles is NOT allowed unless prior approval is obtained. Please call City Public Works at 385-6800 for additional information.)
- y If you are selling alcohol at your event, have you obtained an Alcoholic Beverage Control (ABC) license or permit for this event?

DESCRIPTION OF EVENT:

APPLICANT/EVENT SPONSOR MERCED COUNTY + UNITED WAY OF MERCED
 CONTACT PERSON RICKY PAL PHONE 209 385-7588 x 5417
 ADDRESS 3376 N. HWY 59, SUITE D MERCED, CA 95341
 DRIVER'S LICENSE NO. _____ E-MAIL cpal@hisa.co.merced, ca.us

RD

DESCRIPTION OF EVENT (Continued):

DESCRIPTION OF EVENT (include equipment, obstructions, etc., to be placed in the encroachment area)

15TH ANNUAL MERCED COUNTY VETERANS DAY PARADE

THIS EVENT WILL SELL OR SERVE ALCOHOL: Yes _____ or No ✓

ESTIMATED NUMBER OF PEOPLE IN ATTENDANCE 5,000

DATE(S) AND TIME(S) OF USE (include time for setup and takedown as well as event time): Nov 11th 2019
11 AM TO 5 PM

LIST ALL STREETS PROPOSED FOR CLOSURE:

E. MAIN ST. FROM CALIFORNIA TO G ST. W. MAIN ST FROM G ST. TO
CANAL ST. CANAL ST. BETWEEN W. MAIN & 18TH ST. 18TH FROM CANAL TO 0 ST. + 0 ST.

(PLEASE ATTACH A MAP TO IDENTIFY PARADE ROUTES, STREET CLOSURES, AND ANY FROM 18TH TO
OBSTRUCTIONS TO BE PLACED WITHIN THE RIGHT-OF-WAY) 20TH ST

STANDARD CONDITIONS FOR STREET/PARKING LOT CLOSURES/PARADES

1. Event Sponsor shall be responsible for placing and removing traffic barricades and posting of parking restrictions. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicle(s) per California Vehicle Code Section 22651(m)—see page 5.
2. Event Sponsor shall contact all businesses affected by the street/parking lot closure or parade advising them of hours, conditions and reason thereof within one-half mile of the encroachment area at least seventy-two (72) hours prior to the event. Event Sponsor shall provide the City confirmation that the proper notification was given. (A form is provided on page 6 to help the applicant with this requirement.)
3. Event Sponsor must remove all equipment, trash and debris, including "no parking" signs, generated by the event prior to the expiration of the encroachment permit.
4. Street closures shall not include major arterial streets.
5. Supervision/security shall be provided by event sponsor to ensure the safety of event participants and the public if required by the Police Department.
6. Event Sponsor shall pay for any City services required for supervision/security.
7. Alcoholic beverages may be served or sold, subject to Alcoholic Beverage Control Licensing Requirements, and subject to the Liquor Liability Insurance Policy of the City (see page 4).
8. Provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.
9. Event Sponsor shall be responsible for insuring that all vendors involved with the event obtain a City of Merced business license.
10. The applicant shall arrange and pay for special event City Refuse service by contacting Public Works at (209) 385-6800.
11. The applicant shall comply with the Indemnification and Insurance provisions as outlined on page 3 of this application.
12. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path into and through the closure area at all times via movable barriers. Fire hydrant access shall not be blocked at any time whatsoever.
13. _____
14. _____

(Additional conditions may be imposed as deemed necessary)


of

INDEMNIFICATION: 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.

INSURANCE: 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.

REFUSAL OR REVOCATION OF PERMIT: Failure to comply with any law, rule or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.

The undersigned declares under penalty of perjury that he/she has the authority to sign for and bind the Event Sponsor to the conditions imposed by the City upon the granting of this Application.

Signature: _____
Print Name: RICKY PAUL
Date: 8-15-19 

OFFICE USE

APPLICATION APPROVED SUBJECT TO CONDITIONS _____

BY _____
Development Services Department (385-6858)

DATE _____

BY _____
Merced Police Department (385-6912)

DATE _____

BY _____
Merced Fire Department (385-6891)

DATE _____

EVANSTON INSURANCE COMPANY
CERTIFICATE NO.: -

CERTIFICATE OF INSURANCE
SPECIAL EVENT LIABILITY PROGRAM

PRODUCER Alliant Insurance Services, Inc. in conjunction with Apex Insurance Services P. O. Box 6450 Newport Beach, CA 92658 License No: OC 36861		PUBLIC ENTITY (ADDITIONAL INSURED)	
NAMED INSURED (EVENT HOLDER): Merced County 2222 M St Rm 9 Merced, CA 95340		EVENT INFORMATION: TYPE: <u>15th Annual Merced County Veterans</u> <u>Day Parade</u> DATE(S): <u>November 11, 2019</u> LOCATION: <u>City of Merced Downtown Streets</u> *Liquor Liability Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> **Liquor Liability after 12 am ends before 2 am <input type="checkbox"/>	
This is to certify that the insurance policy listed below has been issued to the above insured named (event holder) for the policy period indicated. The insurance described herein is subject to all the terms, exclusions and conditions of such policy(ies) unless amended as described in Special Conditions.			
INSURANCE CARRIER: Evanston Insurance Company MASTER POLICY NUMBER: SEP41028 MASTER POLICY DATES: EFFECTIVE: JANUARY 1, 2019 EXPIRATION: JANUARY 1, 2020			
COMMERCIAL GENERAL LIABILITY		OCCURRENCE FORM	DEDUCTIBLE: NONE
General Aggregate Limit	\$ 2,000,000		SPECIAL CONDITIONS: The following endorsements attached to the Master Policy do not apply to this Certificate Of Insurance: MEGL643
Products & Completed Operations	1,000,000		
Personal & Advertising Injury	1,000,000		
Each Occurrence Limit	1,000,000		
Damage To Premises Rented To You (Any One Premises)	100,000		
Medical Payments (Any One Person)	5,000		
Liquor Liability (If purchased)	1,000,000		
Optional Limits Purchased			
<input type="checkbox"/> \$1,000,000/\$3,000,000			
<input type="checkbox"/> \$2,000,000/\$2,000,000			
Damage To Property (If purchased)			
The limits of insurance apply separately to each event insured by this policy as if a separate policy of insurance has been issued for that event.			
OTHER ADDITIONAL INSUREDS			
Merced County Veterans Council The City of Merced, its elective and appointive boards, officers, agents, employees and volunteers			
CANCELLATION: Should the above described policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.			

Rory Albano

AUTHORIZED REPRESENTATIVE: _____

DATE ISSUED: 8/16/19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): All Premises and Locations
Name Of Person(s) Or Organization(s) (Additional Insured): Member organizations of the Special Events Liability program, including the directors, officers, employees and agents of the member organizations.
Additional Premium: \$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Per each Certificate of Insurance, as applicable.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



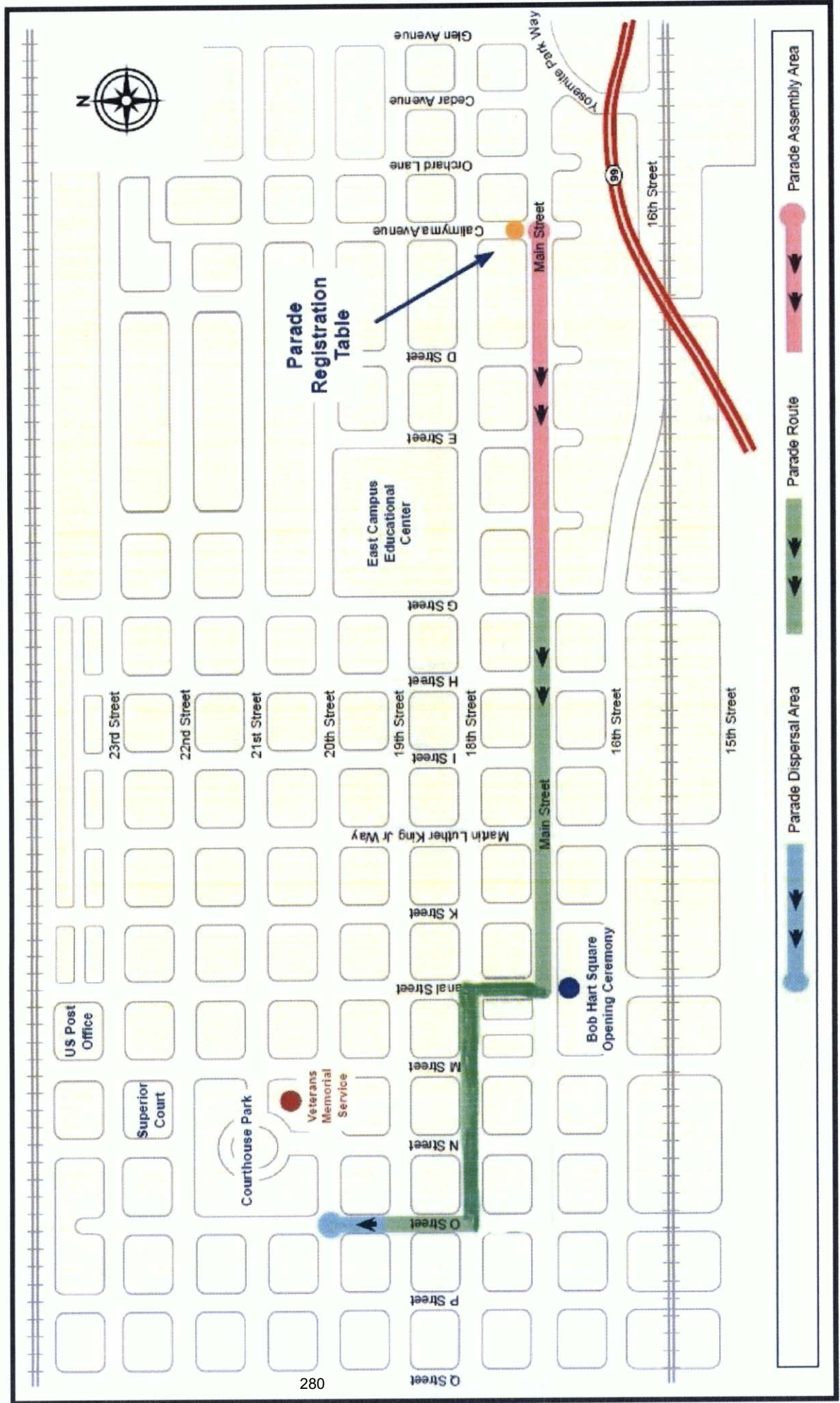
MERCED COUNTY
VETERANS SERVICES

PARADE ROUTE

MERCED COUNTY

VETERANS DAY PARADE

Monday, November 11, 2019





ADMINISTRATIVE REPORT

Agenda Item J.1.

Meeting Date: 9/16/2019

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

SUBJECT: Public Hearing and Potential Introduction of Ordinance Amending Section 9.08.020 Regarding Cardrooms and Amending CUP #1216, Merced Poker Room, and CUP #1219, Poker Flats Casino (AKA Golden Valley Casino) to Reflect the Number of Card Tables Allowed Pursuant to State Regulations

REPORT IN BRIEF

Considers the introduction of an Ordinance amending the number of card tables allowed within the City of Merced from sixteen (16) to twelve (12) in compliance with state regulations.

RECOMMENDATION

City Council - Adopt a motion introducing **Ordinance 2503**, an Ordinance of the City Council of the City of Merced, California, amending Section 9.08.020 "Cardrooms," of the Merced Municipal Code.

ALTERNATIVES

1. Introduce Ordinance as recommended by staff; or,
2. Modify ordinance for introduction; or,
3. Deny; or,
4. Refer back to staff for reconsideration of specific items (specific items to be addressed in City Council motion); or
5. Continue to a future City Council meeting (date and time to be specified in the City Council motion).

AUTHORITY

City of Merced Charter, Section 200.

CITY COUNCIL PRIORITIES

Not Applicable.

DISCUSSION

On April 18, 2016, the City Council introduced an ordinance amending Section 9.08.020 dealing with cardrooms (Ordinance No. 2457 - Attachment 1). This amendment increased the number of tables allowed within the City from 8 tables to 16 tables (no single cardroom was allowed more than 8 tables). On April 26, 2016, the revised ordinance was submitted to the Department of Justice (DOJ) for review as required by state regulations. The ordinance became effective June 2, 2016.

The City received a letter from the DOJ dated April 26, 2017 (Attachment 2), which outlined the changes that were made to the City's regulations by Ordinance No. 2457 and identified issues that conflicted with the California Business and Professions Code.

The letter stated that the City could not increase the number of tables allowed within the City to sixteen (16) as was allowed under Ordinance No. 2457. Instead, according to the Business and Professions Code, the City could only increase the number of tables to twelve (12). The letter also noted that the ordinance failed to meet state regulations regarding the hours of operation for a cardroom, and recommended changes regarding wagering limits. Please refer to the letter at Attachment 2 for details regarding the DOJ's concerns with Ordinance No. 2457.

On February 22, 2017, the Planning Commission approved Conditional Use Permit (CUP) #1216 for the Merced Poker Room at 1459 Martin Luther King, Jr. Way and CUP #1218 for Poker Flats Casino (now known as Golden Valley Casino) at 1714 Martin Luther King, Jr. Way. These CUP's allowed each business to operate 8 card tables for a total of 16 tables as allowed under Ordinance No. 2457. The Merced Poker Room subsequently filed an appeal of the Conditions of Approval limiting the number of card tables within their establishment to 8 tables. They wanted to be able to have more than 8 tables within the establishment, but to only have 8 tables in operation at any given time. The City Council denied this request (see City Council Resolution 2017-18 at Attachment 3).

As previously noted, the City was notified by the DOJ of issues with Ordinance No. 2457 in April 2017. At that time, the City notified both card rooms that the state had determined the number of tables allowed within the City was only twelve (12) tables. Therefore, each establishment would be allowed a maximum of six (6) tables.

The City Attorney's office drafted the necessary changes to the ordinance [a red-lined version of the ordinance has been provided in order to see the changes that were made (Attachment 4)] and submitted it to the Department of Justice for review. On May 13, 2019, the City received a letter from the DOJ acknowledging that the proposed ordinance amendments are now in compliance with the California Business and Professions Code regulations for cardrooms (refer to the letter at Attachment 5).

The Merced Poker Room and Golden Valley Casino were notified of the proposed ordinance amendment. They are aware that this amendment limits the number of tables for each establishment to six (6).

CITY COUNCIL ACTION

In order to bring the City's cardroom ordinance into compliance with the California Business and Professions Code, the City Council should introduce the ordinance at Attachment 6.

ATTACHMENTS

1. Ordinance No. 2457
2. Letter from DOJ dated April 26, 2017
3. City Council Resolution No. 2017-18
4. Redlined Version of Changes to Ordinance

5. Letter from DOJ dated May 6, 2019
6. Draft Ordinance
7. Presentation

ORDINANCE NO. 2457

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AMENDING SECTION 9.08.020, "CARDS," OF
THE MERCED MUNICIPAL CODE RELATING
TO CARDROOMS**

WHEREAS, two cardrooms are authorized to operate within the City; and

WHEREAS, under existing City regulations, no cardroom may operate with more than four card tables and no more than eight card tables may be located within the City; and

WHEREAS, under specific provisions of the Business and Professions Code, the City Council may authorize an increase in the number of card tables without a vote of the voters of the City of Merced; and

WHEREAS, Business and Professions Code Section 19961, subd. (a)(2) allows an increase of one additional card table; and

WHEREAS, Business and Professions Code Section 19961.06, subd. (a) allows an increase of two additional card tables; and

WHEREAS, Business and Professions Code 19961.06, subd. (b) allows an increase of two additional card tables; and

WHEREAS, Business and Professions Code Section 19965 allows an increase of three additional tables; and

WHEREAS, pursuant to the authority of these code sections, the City Council wishes to increase the number of allowed card tables within the City of Merced from eight card tables to 16 card tables; and

WHEREAS, on or after the effective date of this Ordinance, the City Council wishes for a cardroom operator to be able to apply for up to eight additional card tables, provided, however, that under no circumstances shall the total number of authorized card tables within the City exceed 16 card tables; and,

WHEREAS, the City Council wishes to remove existing limits and bets and wagers at cardrooms within the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT TO CODE. Section 9.08.020, "Cards," of the Merced Municipal Code relating to cardrooms is hereby amended to read as follows:

"9.08.020 - Cardrooms.

A. Cardrooms in the City of Merced may only be located in areas zoned as follows:

1. Central Commercial (C-C);
2. Commercial Thoroughfare (C-T);
3. General Commercial (C-G).

B. It is unlawful and a misdemeanor, subject to punishment in accordance with Chapter 1.12 of this code, for any person, either as principal, agent, employee, or otherwise, to play, conduct, or deal any game of cards in any cardroom, or in any other public place or place resorted to generally by the public, between the hours of two a.m. and six a.m. of any day, with the exception of a duly licensed cardroom operating in a Commercial Thoroughfare (C-T) zone or Central Commercial (C-C) zone pursuant to a conditional use permit which regulates the hours of operation.

C. Any person operating a cardroom shall be responsible and liable for patron security and safety in and around the gaming establishment. Security guards shall be provided in such number and at such times as directed by the Chief of Police, or as may otherwise be required by conditional use permit.

D. As of April 18, 2016, there are two cardrooms authorized to operate within the City of Merced, each of which had four (4) card tables. There shall be no

increase in the existing number of cardrooms without the approval of a majority of the voters of the City.

E. The City hereby increases the number of authorized card tables within the City from eight (8) card tables to sixteen (16) card tables. There shall be no increase in the number of card tables beyond sixteen (16) card tables without the approval of a majority of the voters of the City.

E. In order for a cardroom to increase the number of card tables from the four (4) card tables that existed as of April 18, 2016, the operator must first obtain a conditional use permit to add additional card tables. A cardroom operator may apply for up to eight (8) additional card tables subject to the overall limit of sixteen (16) card tables within the City; provided, however, that under no circumstances shall a cardroom have more than twelve (12) card tables.

F. If a cardroom operator obtains a conditional use permit to add additional card tables, the new card tables must be added within one (1) year from the date of approval of the conditional use permit. Otherwise, the right to add the additional card tables shall automatically expire and the number of card tables allowed in that cardroom shall revert back to the number of card tables that existed prior to the approval of the conditional use permit.

G. There shall be no City-imposed limits on bets and wagers in a cardroom located within the City. Individual cardroom operators may set their own limits on bets and wagers. The rules of each game and wagering limits shall be clearly posted at the gaming tables where the games are offered to provide the patrons adequate notice of such rules and limits.”

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the 18th day of April, 2016, and was passed and adopted at a regular meeting of said City Council held on the 2nd day of May, 2016, by the following called vote:

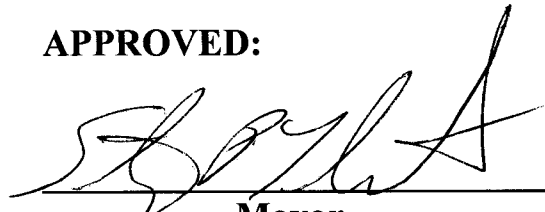
AYES: 6 **Council Members:** BLAKE, DOSSETTI, LOR, MURPHY,
PEDROZO, THURSTON

NOES: 1 **Council Members:** BELLUOMINI

ABSTAIN: 0 **Council Members:** NONE

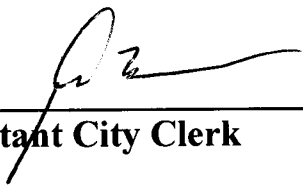
ABSENT: 0 **Council Members:** NONE

APPROVED:



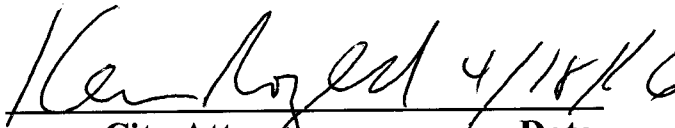
Mayor

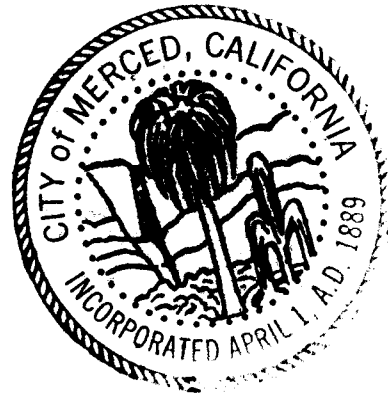
**ATTEST:
STEVE CARRIGAN, CITY CLERK**

BY: 
Assistant City Clerk

(SEAL)

APPROVED AS TO FORM:


City Attorney **Date**



PROOF OF PUBLICATION
(2015.5 C.C.P)
Proof of Publication of

STATE OF CALIFORNIA)
)ss.
)
COUNTY OF MERCED


I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the printer foreman or principal clerk of The Merced County Times, a newspaper of general circulation, printed and published in the City of Merced, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of December 14, 1999, Case Number 143600; that the notice, of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Legal # 2354

PUBLIC NOTICE OF ADOPTION NOTICE
CITY OF MERCED
ORDINANCE NO. 2457

Publish dates: 05-12-2016

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Date: MAY 12, 2016

This space is for the County Clerk's
Filing Stamp

Copy of notice here

Legal # 2354
PUBLIC NOTICE OF
ADOPTION OF ORDI-
NANCE
CITY OF MERCED
ORDINANCE NO. 2457
NOTICE IS HEREBY
GIVEN that on May 2,
2016, the City Council of
the City of Merced adopted

Ordinance No. 2457, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, AMENDING SECTION 9.08.020, 'CARDS,' OF THE MERCED MUNICIPAL CODE RELATING TO CARDROOMS"

Ordinance No. 2457 increases the total number of card tables allowed in the City of Merced from 8 to 16, allows a cardroom to have up to 12 card tables with a conditional use permit (provided that there are no more than 16 card tables total within the City) and removes existing limits on bets and wagers at existing cardrooms. Ordinance No. 2457 was

adopted by the following roll call vote of the City Council:

AYES:6 Council Members: BLAKE, DOSSETTI, LOR, MURPHY, PEDROZO, THURSTON
NOES:1

Council Members: BELLUOMINI

ABSTAIN:0 Council Members: NONE

ABSENT:0

Council Members: NONE
A copy of the full text of Ordinance No. 2457 is available for review in the Office of the City Clerk, City of Merced, 678 West 18th Street, Merced, California, and on the City's website at www.cityofmerced.org.

John Tresidder
ASSISTANT CITY CLERK

PUBLISH:5/12/16

XAVIER BECERRA
Attorney General

State of California
DEPARTMENT OF JUSTICE



BUREAU OF GAMBLING CONTROL
P. O. Box 168024
Sacramento, CA 95816-8024

April 26, 2017

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

SENT VIA U.S. MAIL/EMAIL

Re: City of Merced – Amendments to Municipal Code Section 9.08.020, Cardrooms

Dear Ms. Houston:

On April 26, 2016, the Bureau of Gambling Control (Bureau) received the City of Merced's (City) proposed amendments to Municipal Code section 9.08.020, Cardrooms, and the Administrative Report for the City Council meeting of April 18, 2016, pertaining to these proposed amendments. The proposed amendments were submitted to the Bureau in accordance with Business and Professions Code section 19961.1. Pursuant to Business and Professions Code section 19961.1, a local jurisdiction is required to submit any proposed amendments related to a gambling establishment to the Bureau for review and comment before the ordinance is adopted. On May 2, 2016, the City approved the amendments and adopted Ordinance Number 2457, prior to receiving the Bureau's comments. The City's adoption of Ordinance Number 2457 violated Business and Professions Code section 19962, subdivision (b), which resulted in expansion of gambling. Ordinance Number 2457 expanded the number of gambling tables within the jurisdiction and the gambling establishment as defined under Business and Professions Code section 19961, subdivisions (b)(1) and (b)(3). On May 25, 2016, Bureau staff advised the City of Business and Professions Code section 19961.1 and suggested that the City not place its new table limits in effect until it has received the Bureau's comments. The following is summary of the City's substantive amendments.

The amendment pertaining to the hours of operation added a new zoning area that would allow a gambling establishment to operate outside of the specified hours of operation cited in the City's ordinance pursuant to a conditional use permit. The amendments regarding the increases in the number of authorized tables were offered under the collective authority of Business and Professions Code sections 19961, subdivision (a)(2); 19965, subdivision (a); 19961.06, subdivisions (a) and (b). In addition, the amendments would repeal the wagering limits in the City's existing ordinance, declare that there shall be no such limits imposed by the City, and provide that gambling establishment operators may set their own limits on bets and wagers.

ATTACHMENT 2

After extensive review of the City's amendments to section 9.08.020 for compliance with the California Gambling Control Act (Act), the Bureau offers the following comments related to the City's adopted Ordinance Number 2457.

Maximum Hours of Operation

The City's provision governing the hours of operation, section 9.08.020, subdivision B, states that:

"It is unlawful and a misdemeanor, subject to punishment in accordance with Chapter 1.12 of this code, for any person, either as principal, agent, employee, or otherwise, to play, conduct, or deal any game of cards in any cardroom, or in any other public place or place resorted to generally by the public, between the hours of two a.m. and six a.m. of any day, with the exception of a duly licensed cardroom operating in a Commercial Thoroughfare (C-T) zone or Central Commercial (C-C) zone pursuant to a conditional use permit which regulates the hours of operation."

It is the Bureau's position that the provision governing the hours of operation fails to fully meet the requirements of Business and Professions Code section 19860, subdivision (a)(1). To properly govern the hours of operation, the City must specify the maximum hours that a gambling establishment may be allowed to operate.

Maximum Number of Tables

The Bureau offers the following comment regarding the City's amendments to section 9.08.020, which includes an increase in the maximum number of tables from eight to 16 pursuant to Business and Profession Code sections 19961, subdivision (a)(2); 19965, subdivision (a); and 19961.06, subdivisions (a) and (b).

Business and Professions Code section 19961 generally prohibits an amendment to a local ordinance that would result in an expansion of gambling, as defined, within the local jurisdiction unless the amendment is approved by the jurisdiction's voters. Notwithstanding this prohibition, Business and Professions Code section 19961, subdivision (a)(2) allows an ordinance to be amended without voter approval to expand gambling by an increase of less than 25 percent with respect to, among other things, the number of authorized tables in a local jurisdiction and the number of authorized tables that may be operated in a gambling establishment. On December 21, 1998, the City approved and adopted Ordinance No. 2005 to specify a maximum of four tables to be operated in a gambling establishment. There are a total of two gambling establishments operating within the local jurisdiction. On July 15, 2002, the City approved and adopted Ordinance Number 2087 that included, among other things, a maximum of eight tables in the local jurisdiction. Under the authorization of Business and Profession Code section 19961,

subdivision (a)(2), the City was then permitted to increase by one table, thereby increasing the maximum number of tables in the jurisdiction from eight to nine. Because any increase of tables in a gambling establishment would have increased the number of tables by at least 25 percent, no increase in the establishment table limit was possible.

Business and Professions Code section 19965, subdivision (a), effective January 1, 2009, provides in part, "...a city, county, or city and county may amend an ordinance to increase the number of gambling tables that may be operated in a gambling establishment as follows: If the ordinance in effect on July 1, 2007, provided for five to eight tables, inclusive, the amended ordinance may allow an increase of three tables." A parallel provision in subdivision (b) of the same section permitted an increase of four tables in a gambling establishment if the ordinance in effect on July 1, 2007, provided for nine to 12 tables. The number of tables authorized in a gambling establishment pursuant to the City's ordinance, however, remained at four as of July 1, 2007. Thus neither of the increases authorized by Business and Professions Code section 19965 is available to the City.

Business and Professions Code section 19961.06, subdivision (a), effective January 1, 2011, states in pertinent part that, "...a city, county, or city and county may amend an ordinance to increase by two the number of gambling tables that may be operated in a gambling establishment in the city, county, or city and county, above the number of tables authorized in the ordinance that was in effect on January 1, 2010." On January 1, 2010, the City's ordinance authorized a maximum of four tables to be operated in a gambling establishment and eight tables in the jurisdiction, thus the increase of two tables for the gambling establishment tables would provide for a total of six tables to be operated in the gambling establishment. It should be noted that before the City could accommodate this increase for each of the two authorized gambling establishments within its jurisdiction, it would have had to increase the total number of tables permitted in the jurisdiction to 12. However, the City did not adopt an ordinance amendment to increase the authorization, and the number of tables authorized by the ordinance remained at four.

Business and Professions Code section 19961.06, subdivision (b), effective January 1, 2014, states in pertinent part that, "...in addition to the authorization granted by subdivision (a), a city, county, or city and county may amend an ordinance to increase by two the number of gambling tables that may be operated in a gambling establishment in the city, county, or city and county, above the number of tables authorized in the ordinance that was in effect on January 1, 2013." Since on January 1, 2013, the City's ordinance authorized a maximum of four tables to be operated in a gambling establishment under Business and Professions Code section 19961.06, subdivision (b), the City was permitted to authorize an increase in the number of establishment tables to six. However, the City did not adopt an ordinance amendment to increase the authorization, and the number of tables authorized by the ordinance remained at four.

Based upon the foregoing review, the City is currently permitted by Business and Professions Code section 19961.06, subdivision (a), to increase its authorization of tables in gambling establishments by two tables above the number authorized in the ordinance in effect on

January 1, 2010. The number so authorized having been four, the City may authorize six tables per establishment. The City is also permitted by Business and Professions Code section 19961.06, subdivision (b), to authorize an increase of two tables per establishment above the number authorized in the ordinance in effect on January 1, 2013. Since, as indicated, the ordinance in effect on that date authorized four tables per establishment, action by the City under Business and Professions Code section 19961.06, subdivision (b), is limited to authorization of an increase from four tables to six. It should be noted that a local jurisdiction may only amend its overall jurisdictional table limits as needed to accommodate the gambling establishment's table increase. As a result, the City's jurisdictional table limit may increase to a maximum of 12 tables.

The City is not permitted by Business and Professions Code section 19965, subdivision (a), to authorize an increase in the gambling establishment tables because the increase is only available where the tables authorized by the ordinance on July 1, 2007, was between five and 12. Finally, the City is permitted by Business and Professions Code section 19961, subdivision (a)(2), to authorize an increase from eight to no more than nine in the number of gambling tables within its territorial jurisdiction. Any increase of tables beyond nine would result in an expansion of gambling under Business and Professions Code section 19961, subdivision (a)(1), for which no statutory exception exists.

Repeal of Wagering Limits

In addition to the hours of operation and table increases, the City has amended its previous wagering provision in section 9.08.020, subdivision E, from \$300 (single bet) and \$200 (total sum anted) to specify the following in section 9.08.020, subdivision G, in pertinent part: "There shall be no City-imposed limits on bets and wagers in a cardroom located within the City. Individual cardroom operators may set their own limits on bets and wagers." It is the Bureau's position that such delegation does not meet the statutory requirements of Business and Professions Code section 19860, subdivision (a)(4), which states in pertinent part that:

"The commission shall deny a gambling license with respect to any gambling establishment that is located in a city, county, or city and county that does not have an ordinance governing... Wagering limits in gambling establishments." (emphasis added)

The Bureau considers the wagering limit to be a fundamental policy decision that must be made by the local government. Therefore, the wagering provision should be revised to specify that the City authorizes a no-limit wager amount for compliance with the Act.

The Bureau reviewed the other miscellaneous amendments and determined they comply with the applicable provisions of the Act.

Jolie Houston
April 26, 2017
Page 5

Please notify the Bureau by **May 12, 2017**, as to the action the City will be taking regarding the expansion of gambling related to the table limits. The Bureau will be expeditious in its review of the City's proposed ordinance amendment related to this matter. Thank you for your cooperation regarding this matter.

Sincerely,


YOLANDA MORROW
Assistant Director

For XAVIER BECERRA
Attorney General

cc: Jarhett Blonien, Designated Agent Merced Poker Room
Tawni Vargas, Designated Agent Poker Flats Casino

RESOLUTION NO. 2017- 18

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
DENYING AN APPEAL BY JARHETT BLONIEN
ON BEHALF OF TONGTOUA YANG
CONCERNING CONDITIONS #8 AND #17 OF
PLANNING COMMISSION RESOLUTION #3077
APPROVING CONDITIONAL USE PERMIT #1216**

WHEREAS, the Merced City Planning Commission at its regular meeting of February 22, 2017, held a public hearing, and considered Conditional Use Permit #1216 (CUP#1216) to allow an increase in the number of tables allowed within the Merced Poker Room at 1459 Martin Luther King, Jr. Way (refer to map at Exhibit A); and

WHEREAS, the Merced City Planning Commission voted (4 Ayes, 1 No, 1 Absent, 1 Vacancy) to approve CUP #1216 subject to Findings A through I of Staff Report #17-01 – Addendum and subject to Conditions #1 through #36 of Planning Commission Resolution #3077, attached hereto as Exhibit B; and

WHEREAS, Condition #8 of Planning Commission Resolution #3077 limits the number of tables allowed for this card room to 8 tables and reads as follows: “This approval is for the addition of four card tables in addition to the four that were previously approved by Conditional Use Permit *CUP) #1205. No more than 8 card tables shall be allowed within this card room;” and

WHEREAS, Condition #17 of Planning Commission Resolution #3077 also limits the number of tables allowed for this card room to 8 tables and reads as follows: “The maximum number of tables allowed for this card room is limited to the number allowed under this Conditional Use Permit and is limited to 8 tables;” and

WHEREAS, an appeal was filed regarding the number of tables present in the facility which is currently limited to 8 by Conditions #8 and #17 of Planning Commission Resolution #3077; and

WHEREAS, the Merced City Planning Commission approved CUP #1216 authorizing a total of 8 tables for Merced Poker Room and also approved CUP #1218 authorizing a total of 8 tables for Poker Flats Casino at 1714 Martin Luther

King, Jr. Way, thus allocating the total number of tables allowed within the City of Merced.

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

SECTION 1. FINDINGS. The City Council finds and declares that:

- A. Based upon the evidence and testimony in the record at the City Council public hearing, the City Council, exercising its independent judgment hereby finds that the Merced Municipal Code Section 9.08.020 – Cardrooms does not define “tables” as operational or non-operational, but specifically limits the number of tables within the City of Merced to 16 card tables.
- B. All available tables have been allocated between the two card rooms operating within the City.
- C. The California Gambling Control Act does not supersede City Ordinances. Therefore, the maximum number of tables allowed in a card room may be set by local ordinance.
- D. Unless the City’s Cardroom Ordinance (MMC 9.08) is amended to clarify the definition of a “card table” and addresses the difference between “operating” card tables and “non-operating” card tables, the appeal cannot be approved because of Finding B above.

SECTION 2. DENIAL OF THE APPEAL. The City Council after hearing all the testimony and evidence pertaining to the appeal, hereby adopts Findings A through C above as independent reasons for denial of the appeal request for CUP #1216 and denies the appeal of Conditions #8 and #17 of Planning Commission Resolution #3077.

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House of Furniture/
Smart & Final

SUBJECT SITE

In 'n Out
Burger

Existing
Merced
Poker Room

**CITY OF MERCED
Planning Commission**

Resolution #3077

WHEREAS, the Merced City Planning Commission at its regular meeting of February 22, 2017, held a public hearing and considered **Conditional Use Permit #1216**, initiated by Tongtoua Yang on behalf of Kajla Mahinder Singh, property owner. This application involves a request to increase the number of card tables for the Merced Poker Room (from 4 to 12) and to allow their employees to participate in gaming activities. The subject site is generally located on the south side of 15th Street, approximately 225 feet west of Martin Luther King, Jr. Way (at 1459 Martin Luther King, Jr. Way, Suites, 4, 5, and 6), within a Thoroughfare Commercial (C-T) zone; also known as Assessor's Parcel Number 031-241-029; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through I of Staff Report #17-01 - Addendum; and,

NOW THEREFORE, after reviewing the City's Draft Environmental Determination, and discussing all the issues, the Merced City Planning Commission does resolve to hereby adopt a Categorical Exemption regarding Environmental Review #16-35, and approve Conditional Use Permit #1216, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

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

AYES: Commissioners Baker, Colby, Dylina, and Padilla
NOES: Commissioner Smith
ABSENT: Commissioner Smoot
ABSTAIN: None

PLANNING COMMISSION RESOLUTION # 3077

Page 2

February 22, 2017

Adopted this 22nd day of February 2017



Chairperson, Planning Commission of
the City of Merced, California

ATTEST:



Secretary

Attachment:

Exhibit A – Conditions of Approval

n:\shared:\planning\PC Resolutions: CUP#1216 Merced Poker Room (1459 Martin Luther King, Jr. Way 4-5-6)

**Conditions of Approval
Planning Commission Resolution #3077
Conditional Use Permit #1216**

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (floor plan) - Attachment B of Staff Report #17-01 - Addendum, except as modified by the conditions.
2. All conditions contained in Resolution #1249-Amended (“Standard Conditional Use Permit Conditions”) shall apply.
3. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
4. The Project shall comply with the conditions set forth in Resolution #3056 for Conditional Use Permit Application #1205 previously approved for this project, except as modified by these conditions.
5. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
6. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant’s project is subject to that other governmental entity’s approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify,

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

7. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.
8. This approval is for the addition of four card tables in addition to the four that were previously approved by Conditional Use Permit (CUP) #1205. No more than 8 card tables shall be allowed within this cardroom.
9. The City allows a total of sixteen card tables. Eight tables are approved for this location. The Poker Flats Cardroom at 1715 Martin Luther King, Jr. Way currently has four tables, but has submitted an application for the addition of eight more tables. Given the approval of an additional four tables for the Merced Poker Room, if the remaining four are not approved for the Poker Flats Card Room or if approved, the additional tables are not added within one year of the date of approval as required by Merced Municipal Code Section 9.08.020 (F), the owner of the Merced Poker Room may request the additional four tables through a Conditional Use Permit process.
10. This approval rescinds Condition #20 of Planning Commission Resolution #3056 for Conditional Use Permit #1205, and allows employees to participate in controlled games in compliance with any applicable state or local regulations.
11. If food and/or beverages are going to be served, a grease interceptor is required. If sufficient capacity is available in the grease interceptor installed with this building, this use may connect to the existing interceptor.
12. This site is not approved for a nightclub or bar. No dancing or music (other than background music for the cardroom) is allowed.
13. Maximum occupancy signs shall be posted as required by the California Building and Fire Codes.
14. In compliance with the conditions of approval for CUP #1205, if beer and wine are to be served for on-site consumption, the owner must obtain the appropriate license from the California Department of Alcoholic

EXHIBIT A
OF PLANNING COMMISSION RESOLUTION #3077

Beverages and approval from the City Council of a Finding of Public Convenience or Necessity.

15. All participants in the card games shall play with their own money.
16. The business owner shall obtain all necessary permits and approvals required by the State of California to hold tournaments at this location. The number of tables used for any tournament shall not exceed the maximum allowed under this Conditional Use Permit. All other uses of temporary tables shall be prohibited.
17. The maximum number of tables allowed for this card room is limited to the number allowed under this Conditional Use Permit and is limited to 8 tables.
18. The business owner shall obtain all necessary permits and approvals from the Merced City Fire Department. The business owner shall contact the Merced City Fire Department to obtain all necessary approvals.
19. The Merced Poker Room shall not operate at this location until it has vacated the existing location (1445 Martin Luther King, Jr. Way). Under no circumstances shall the Merced Poker Room operate at both locations.
20. No food shall be prepared on the premises without prior approval of the City's Inspection Services and Fire Departments and the Merced County Health Department. Prior to food being prepared on the premises, a commercial kitchen shall be installed.
21. If the Merced Poker Room is closed at this location for six months or more, this Conditional Use Permit shall expire and will no longer be valid.
22. If the Merced Poker Room moves to another permitted location within the City of Merced, this approval shall no longer be valid and shall terminate upon vacation of the premises by the Merced Poker Room.
23. The card room is approved to operate 24 hours per day.
24. The City reserves the right to periodically review the area for potential problems. If problems including, but not limited to, excessive harassment, malicious property damage, lewd and/or disorderly conduct, arise as a result of the cardroom, this conditional use permit may be subject to review and revocation by the City of Merced after a public hearing and following the procedures outlined in the Merced Municipal Code.

EXHIBIT A
OF PLANNING COMMISSION RESOLUTION #3077

25. "No Loitering" signs shall be placed on the exterior of the building to deter non-patrons from gathering near the building.
26. Sufficient lighting shall be provided throughout the site to provide a safe environment for patrons of the cardroom.
27. The premises shall remain clean and free of debris at all times.
28. No one under the age of 21 shall be allowed to participate in card playing activities.
29. No owner or employee shall extend credit to card players.
30. The Merced Police Department reserves the right to conduct inspections of the cardroom during normal business hours to monitor compliance with all conditions of approval and state regulations.
31. The applicant shall install interior and exterior video surveillance cameras that continuously record both the inside and outside activities 24 hours a day, 7 days a week (locations to be worked out with the Police Department). Any video related to criminal investigations must be accessible immediately for viewing by the Merced Police Department or any other law enforcement agency. A recorded copy of surveillance video, requested in connection with a criminal investigation, must be reasonably accessible and available within 24 hours when requested by law enforcement. The business owner is responsible for maintaining the video surveillance equipment in an operable manner at all times.
32. Smoking is not allowed within 25 feet of the entrance to the building and the owner shall designate an exterior area that is available for smoking that is at least 25 feet from all business entrances. Receptacles acceptable for the disposal of smoldering remnants and discarded debris associated with smoking tobacco products (such as ashes and cigarette butts) shall be made available within this smoking area. The business owner shall be responsible for ensuring all applicable laws are enforced and adhered to and that signage is posted advising patrons of those rules.
33. A minimum of one security guard shall be provided in the cardroom area during business hours. The Police Department reserves the right to request additional security guards if any problems arise. All security guards shall be hired from a company that has been approved by the Merced City Council and properly licensed through the City of Merced. All security guards are subject to approval of the Merced Police Department.

EXHIBIT A
OF PLANNING COMMISSION RESOLUTION #3077

34. Beer and wine only may be sold for on-site consumption in the cardroom. The business shall also provide a variety of non-alcoholic beverages for sale to patrons.
35. The business must have food available to patrons during the hours of operation, which may include having food brought in from nearby restaurants if food cannot be prepared on-site. Details to be worked out with staff.
36. In accordance with state law, no alcoholic beverages shall be sold between 2:00 a.m. and 6:00 a.m. of the same day.

n:shared:planning:PC Resolutions: CUP #1216 Exhibit A

CHANGES TO CARDROOM ORDINANCE
SUBMITTED TO THE DEPARTMENT OF JUSTICE FOR REVIEW

9.08.020 - Cardrooms.

- A. Cardrooms in the City of Merced may only be located in areas zoned as follows:
1. Central Commercial (C-C);
 2. Commercial Thoroughfare (C-T);
 3. General Commercial (C-G).
- B. It is unlawful and a misdemeanor, subject to punishment in accordance with Chapter 1.12 of this ~~Codecode~~, for any person, either as principal, agent, employee, or otherwise, to play, conduct, or deal any game of cards in any cardroom, or in any other public place or place resorted to generally by the public, between the hours of two a.m. and six a.m. of any day, ~~with the exception of a~~except that any duly licensed cardroom operating in a Commercial Thoroughfare (C-T) zone or Central Commercial (C-C) zone ~~pursuant to a conditional use permit which regulates the hours of operation~~is permitted to operate 24 hours per day.
- C. Any person operating a cardroom shall be responsible and liable for patron security and safety in and around the gaming establishment. Security guards shall be provided in such number and at such times as directed by the ~~chief of police~~Chief of Police, or as may otherwise be required by conditional use permit.
- D. As of April 18, 2016, there are two cardrooms authorized to operate within the City of Merced, each of which ~~had~~may operate four (4) card tables. There shall be no increase in the existing number of cardrooms without the approval of a majority of the voters of the ~~city~~City.
- E. The ~~city~~City of Merced hereby increases the number of authorized card tables ~~to be operated~~ within the ~~city~~City from eight (8) card tables to ~~sixteen (16)~~twelve (12) card tables. There shall be no increase in the number of card tables ~~beyond sixteen (16) card tables to be operated~~beyond twelve (12) card tables, without the approval of a majority of the voters of the ~~city~~City.
- F. In order for a cardroom to increase the number of card tables ~~to be operated~~ from the four (4) card tables that existed as of April 18, 2016, the operator must first obtain a conditional use permit to ~~add~~operate additional card tables. A cardroom operator may apply for up to ~~eight (8)~~two (2) additional card tables subject to the overall limit of ~~sixteen~~

CHANGES TO CARDROOM ORDINANCE
SUBMITTED TO THE DEPARTMENT OF JUSTICE FOR REVIEW

~~(16) twelve (12)~~ card tables within the ~~city~~City; provided, however, that under no circumstances shall a cardroom have more than ~~twelve (12)~~six (6) card tables in operation at any one time. All card tables not in operation shall be completely covered and shall display a sign on the table, with not less than six (6") inch lettering, stating that 'This table is not in operation.' The cover and sign shall be approved in advance by the City.

G. As of the date of the final adoption of this Ordinance No. _____, Conditional Use Permit #1216 approved by Resolution #3077 on February 2017 related to the 'Merced Poker Room,' and Conditional Use Permit #1219, approved by Resolution #3079 on February 22, 2017, related to the 'Poker Flats Casino' are hereby amended to allow a maximum of six (6) card tables to be operated per cardroom in accordance with this Ordinance and State law. All other conditions of Conditional Use Permit #1216, Resolution #3077 and Conditional Use Permit #1219, Resolution #3079 remain in full force and effect, except that if there are any conflicts between said Conditional Use Permits and this Ordinance, the provisions of this Ordinance control.

H. If a cardroom operator obtains a conditional use permit operate to add additional card tables, the new card tables must be added within one (1) year from the date of approval of the conditional use permit. Otherwise, the right to add the additional card tables shall automatically expire and the number of card tables allowed in that cardroom shall revert back to the number of card tables that existed prior to the approval of the conditional use permit.

I. There shall be a no-limits wager amount in a cardroom located within the City. no city-imposed limits on bets and wagers in a cardroom located within the city. Individual cardroom operators may set their own limits on bets and wagers. The rules of each game and wagering limits shall be clearly posted at the gaming tables where the games are offered to provide the patrons adequate notice of such rules and limits.

(Ord. 2297 § 1, 2007; Ord. 2087 § 1, 2002; Ord. 2005 § 1, 1998; Ord. 1508 § 2, 1983; prior code § 17.13).

(Ord. No. 2457, § 1, 5-2-2016)

Editor's note— Ord. No. 2457, § 1, adopted May 2, 2016, changed the title of § 9.08.020 from "Cards" to read as set out herein.

XAVIER BECERRA
Attorney General

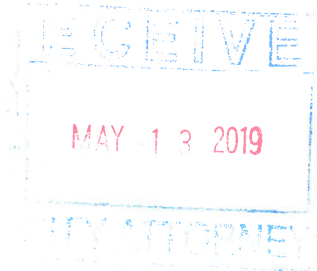
State of California
DEPARTMENT OF JUSTICE



BUREAU OF GAMBLING CONTROL
2420 DEL PASO ROAD, SUITE 100
SACRAMENTO, CA 95834

May 6, 2019

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



Re: City of Merced – Amendments to Municipal Code Section 9.08.020, Cardrooms

Dear Ms. Norton:

On March 11, 2019, the Bureau of Gambling Control (Bureau) received via email the City of Merced's (City) proposed amendments to Municipal Code section 9.08.020, Cardrooms. The proposed amendments were submitted to the Bureau in accordance with Business and Professions Code section 19961.1. The Bureau reviewed the City's proposed amendments for compliance with the Gambling Control Act (Act) and offers the following comments.

On April 26, 2016, the Bureau received proposed amendments to the City's Municipal Code section 9.08.020 and the Administrative Report for the City Council meeting on April 18, 2016, pertaining to those proposed amendments. On May 2, 2016, the City approved the amendments and adopted Ordinance Number 2457, prior to receiving the Bureau's comments. The City's adoption of Ordinance Number 2457 violated Business and Professions Code section 19962, subdivision (b), which resulted in an expansion of gambling. Ordinance Number 2457 expanded the number of gambling tables within the jurisdiction and in the gambling establishment as defined under Business and Professions Code section 19961, subdivisions (b)(1) and (b)(3). On May 25, 2016, Bureau staff advised the City of Business and Professions Code section 19961.1 and suggested that the City not place its new table limits in effect until it has received the Bureau's comments.

On April 26, 2017, the Bureau sent a letter to the City providing its comments regarding the proposed amendments to Municipal Code section 9.08.020. The Bureau noted the proposed amendments to the provisions governing maximum hours of operations, maximum number of tables, and the repeal of wagering limits were not in compliance with the Act (Enclosure). Subsequently, on March 11, 2019, the Bureau received new proposed amendments to the City's Municipal Code section 9.08.020.

Maximum Hours of Operation

Currently, Municipal Code section 9.08.020, subdivision B, states that:

“It is unlawful and a misdemeanor, subject to punishment in accordance with Chapter 1.12 of this code, for any person, either as principal, agent, employee, or otherwise, to play, conduct, or deal any game of cards in any cardroom, or in any other public place or place resorted to generally by the public, between the hours of two a.m. and six a.m. of any day, with the exception of a duly licensed cardroom operating in a Commercial Thoroughfare (C-T) zone or Central Commercial (C-C) zone pursuant to a conditional use permit which regulates the hours of operation.”

The City’s proposed amendments to section 9.08.020, subdivision B, states that:

“It is unlawful and a misdemeanor, subject to punishment in accordance with Chapter 1.12 of this code, for any person, either as principal, agent, employee, or otherwise, to play, conduct, or deal any game of cards in any cardroom, or in any other public place or place resorted to generally by the public, between the hours of two a.m. and six a.m. of any day, except that any duly licensed cardroom operating in a Commercial Thoroughfare (C-T) zone or Central Commercial (C-C) zone is permitted to operate 24 hours per day.”

The proposed amendments provides that cardrooms located in specified zoning areas will be allowed to operate a maximum of 24 hours per day. This change is authorized by Business and Professions Code section 19961.05, and is in compliance with the Act.

Maximum Number of Tables

The City’s current provisions governing the maximum number of tables was adopted on May 2, 2016, and was an expansion of gambling in violation of Business and Profession Code section 19961, subdivision (a)(1).

The City’s proposed amendments to section 9.08.020, subdivisions D through H states:

“D. As of April 18, 2016, there are two cardrooms authorized to operate within the City of Merced, each of which may operate four (4) card tables. There shall be no increase in the existing number of cardrooms without the approval of a majority of the voters of the City.

E. The City of Merced hereby increases the number of authorized card tables to be operated within the City from eight (8) card tables to twelve (12) card tables. There shall be no increase in the number of card tables to be operated beyond twelve (12) card tables without the approval of a majority of the voters of the City.

F. In order for a cardroom to increase the number of card tables to be operated from the four (4) card tables that existed as of April 18, 2016, the operator must first obtain a conditional use permit to operate additional card tables. A cardroom operator may apply for up to two (2) additional card tables subject to the overall limit of twelve (12) card tables to be operated within the City; provided, however, that under no circumstances shall a cardroom have more than six (6) card tables in operation at any one time. All card tables not in operation shall be completely covered and shall display a sign on the table, with not less than six (6") inch lettering, stating that 'This table is not in operation.' The cover and sign shall be approved in advance by the City.

G. As of the date of the final adoption of this Ordinance No. _____, Conditional Use Permit #1216 approved by Resolution #3077 on February 22, 2017 related to the 'Merced Poker Room,' and Conditional use Permit #1219, approved by Resolution #3079 on February 22, 2017, related to the 'Poker Flats Casino,' are hereby amended to allow a maximum of six (6) card tables to be operated per cardroom in accordance with this Ordinance and State law. All other conditions of Conditional Use Permits #3077 and #3079 remain in full force and effect, except that if there are any conflict between said Conditional Use Permits and this Ordinance, the provisions of this Ordinance control.

H. If a cardroom operator obtains a conditional use permit to operate additional card tables, the new card tables must be added within one (1) year from the date of approval of the conditional use permit. Otherwise, the right to add the additional card tables shall automatically expire and the number of card tables allowed in that cardroom shall revert back to the number of card tables

that existed prior to the approval of the conditional use permit.”

The proposed amendments provide that the total number of tables within the City will increase from eight to twelve. The ordinance in effect prior to May 2, 2016, provides that the two cardrooms located within the City (Merced Poker Room and Poker Flats Casino) each operate four tables each, and the previous limit of eight tables in the City has been permitted by ordinance since Ordinance No. 2087 was approved on July 15, 2002. The proposed ordinance will allow each of those two cardrooms to increase their tables by two, for a total of six each, should they choose to do so, pursuant to Business and Professions Code section 19961.06, subdivision (b).

Business and Professions Code section 19961.06, subdivision (b) permits a city to increase by two the number of tables allowed in a gambling establishment above the number that was authorized in the ordinance that was in effect on January 1, 2013. As stated above, the ordinance permitted each of the two cardrooms to operate four tables, with a City-wide limit of eight. An increase of two tables per cardroom is allowed by Business and Professions Code section 19961.06, subdivision (b). As a result, the City’s jurisdictional table limit would increase to twelve. As such, this proposed ordinance amendment appears to be in compliance with the Act.

Wagering Limits

The City’s provision governing wagering limits, section 9.08.020, subdivision G, states that:

“G. There shall be no City-imposed limits on bets and wagers in a cardroom located within the City. Individual cardroom operators may set their own limits on bets and wagers. The rules of each game and wagering limits shall be clearly posted at the gaming tables where the games are offered to provide the patrons adequate notice of such rules and limits.”

The City’s proposed amendment to section 9.08.020, subdivision G includes a renumbering of the subdivision to I and, states that:

“I. There shall be a no-limits wager amount in a cardroom located within the City. The rules of each game and wagering limits shall be clearly posted at the gaming tables where the games are offered to provide the patrons adequate notice of such rules and limits.”

The proposed amendments appear to be in compliance with the Act.

The Bureau reviewed the other miscellaneous amendments and determined they comply with the applicable provisions of the Act. In addition, it should be noted that Poker Flats Casino

Phaedra Norton
May 6, 2019
Page 5

changed its name to Golden Valley Casino. The City's ordinance governing cardrooms should be amended to reflect the name change.

Upon approval and adoption of the proposed amendments, please provide the Bureau with a signed certified copy of the amendments. In addition, please provide the Bureau with a complete copy of the City's Code section 9.08.020.

If you have any questions, please contact Analyst Victor Calderon at (916) 621-1578. Thank you for your cooperation regarding this matter.

Sincerely,


YOLANDA MORROW
Assistant Director

For XAVIER BECERRA
Attorney General

Enclosure

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AMENDING SECTION 9.08.020, "CARDROOMS,"
OF THE MERCED MUNICIPAL CODE**

WHEREAS, two cardrooms are authorized to operate within the City; and

WHEREAS, under existing City regulations, no cardroom may operate with more than four card tables and no more than eight card tables may be located within the City; and

WHEREAS, under specific provisions of the Business and Professions Code, the City Council may authorize an increase in the number of card tables without a vote of the voters of the City of Merced; and

WHEREAS, Business and Professions Code 19961.06, subd. (b) allows an increase of two additional card tables per cardroom; and

WHEREAS, pursuant to the authority of this code section, the City Council wishes to increase the number of card tables allowed to operate within the City of Merced from eight card tables to 12 card tables; and

WHEREAS, on or after the effective date of this Ordinance, the City Council wishes for a cardroom operator to be able to apply for up to two additional card tables, provided, however, that under no circumstances shall the total number of authorized card tables allowed to operate within the City exceed 12 card tables; and,

WHEREAS, the City Council wishes to remove existing limits and bets and wagers at cardrooms within the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT TO CODE. Section 9.08.020, "Cardrooms," of the Merced Municipal Code is hereby amended to read as follows:

“9.08.020 - Cardrooms.

A. Cardrooms in the City of Merced may only be located in areas zoned as follows:

1. Central Commercial (C-C);
2. Commercial Thoroughfare (C-T);
3. General Commercial (C-G).

B. It is unlawful and a misdemeanor, subject to punishment in accordance with Chapter 1.12 of this code, for any person, either as principal, agent, employee, or otherwise, to play, conduct, or deal any game of cards in any cardroom, or in any other public place or place resorted to generally by the public, between the hours of two a.m. and six a.m. of any day, except that any duly licensed cardroom operating in a Commercial Thoroughfare (C-T) zone or Central Commercial (C-C) zone is permitted to operate 24 hours per day.

C. Any person operating a cardroom shall be responsible and liable for patron security and safety in and around the gaming establishment. Security guards shall be provided in such number and at such times as directed by the Chief of Police, or as may otherwise be required by conditional use permit.

D. As of April 18, 2016, there are two cardrooms authorized to operate within the City of Merced, each of which may operate four (4) card tables. There shall be no increase in the existing number of cardrooms without the approval of a majority of the voters of the City.

E. The City of Merced hereby increases the number of authorized card tables to be operated within the City from eight (8) card tables to twelve (12) card tables. There shall be no increase in the number of card tables to be operated beyond twelve (12) card tables without the approval of a majority of the voters of the City.

F. In order for a cardroom to increase the number of card tables to be operated from the four (4) card tables that existed as of April 18, 2016, the operator must first obtain a conditional use permit to operate additional card tables. A cardroom operator may apply for up to two (2) additional card tables subject to the overall limit of twelve (12) card tables to be operated within the City; provided, however, that under no circumstances shall a cardroom have more than six (6) card tables in operation at any one time. All card tables not in operation shall be completely covered and shall display a sign on the table, with not less than six (6") inch lettering, stating that 'This table is not in operation.' The cover and sign shall be approved in advance by the City.

G. As of the date of the final adoption of this Ordinance No. ____, Conditional Use Permit #1216 approved by Resolution #3077 on February 22, 2017 related to the 'Merced Poker Room,' and Conditional Use Permit #1219, approved by Resolution #3079 on February 22, 2017, related to the 'Poker Flats Casino AKA Golden Valley Casino,' are hereby amended to allow a maximum of six (6) card tables to be operated per cardroom in accordance with this Ordinance and State law. All other conditions of Conditional Use Permit #1216, Resolution #3077 and Conditional Use Permit #1219, Resolution #3079 remain in full force and effect, except that if there are any conflict between said Conditional Use Permits and this Ordinance, the provisions of this Ordinance control.

H. If a cardroom operator obtains a conditional use permit to operate additional card tables, the new card tables must be added within one (1) year from the date of approval of the conditional use permit. Otherwise, the right to add the additional card tables shall automatically expire and the number of card tables allowed in that cardroom shall revert back to the number of card tables that existed prior to the approval of the conditional use permit.

I. There shall be a no-limits wager amount in a cardroom located within the City. The rules of each game and wagering limits shall be clearly posted at the gaming tables where the games are offered to provide the patrons adequate notice of such rules and limits.”

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ____ day of _____, 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 City Clerk

(SEAL)

APPROVED AS TO FORM:



City Attorney **8/28/19**
Date

ORDINANCE AMENDMENT #19-03

AMENDING SECTION
9.08.020 "CARDROOMS"

BACKGROUND

- ▶ Cardroom Ordinance Amended in 2016 (Ordinance No. 2457 effective June 2, 2016).
- ▶ Increased the number of tables allowed from 4 to 16.
- ▶ Allowed cardrooms within a C-T and C-C zone to operate 24 hours a day, subject to CUP approval.
- ▶ Removed city-imposed wagering limits.
- ▶ The revised ordinance was submitted to the Department of Justice (DOJ) for review April 26, 2016.

EXISTING CARDROOMS

- At the time the ordinance was amended, there were two licensed cardrooms within the City:
 - Poker Flats Casino (now Golden Valley Casino) – 1714 Martin Luther King, Jr. Way
 - Merced Poker Room – 1445 Martin Luther King, Jr. Way

SUBSEQUENT TABLE INCREASE

Conditional Use Permit #1216 approved an increase from 4 tables to 8 tables for the Merced Poker Room.

Conditional Use Permit #1218 approved an increase from 4 tables to 8 tables for Poker Flats Casino (aka: Golden Valley Casino).

CUP's approved Feb. 22, 2017

DOJ REVIEW & COMMENTS

- ▶ City received a letter from DOJ in April 2017 (approximately one year after submittal).
- ▶ DOJ advised the ordinance did not meet the requirements of the Business and Professions Codes related to cardrooms.
- ▶ DOJ provided guidance on changes to bring the ordinance into compliance.
- ▶ Refer to the letter at Attachment 2 of Administrative Report.

PROPOSED CHANGES & DOJ REVIEW

- ▶ City Attorney's office worked with the DOJ to make changes to the ordinance to bring it into compliance with the Business & Professions Code.
- ▶ The changes were submitted to the DOJ for review.
- ▶ The DOJ approved the proposed changes per the letter received dated May 6, 2019 (Attachment 5 of Administrative Report).

PROPOSED CHANGES

- ▶ Reduces the number of tables allowed from 16 to 12.
- ▶ Each existing cardroom may operate a maximum of 6 card tables at any given time.
- ▶ Additional tables may be on the premises, but no more than 6 may be in operation. Other tables must be covered and marked as “not in operation.”
- ▶ Allows cardrooms within a C-T or C-C zone to operate 24 hours per day without CUP approval.
- ▶ A no-limits wager amount was established (wording revised from original ordinance).

Refer to Attachment 4

City Council Action

- ❑ Open public hearing;
- ❑ Make a motion to introduce Ordinance No. 2503.
- ❑ Other options for Council action are listed on page 1 of the Administrative Report.



ADMINISTRATIVE REPORT

Agenda Item J.2.

Meeting Date: 9/16/2019

Report Prepared by: Mark Hamilton, Housing Program Supervisor, Housing Division, Development Services Department

SUBJECT: Public Hearing and Adoption of Resolution Approving the Consolidated Annual Performance and Evaluation Report for Program Year 2018 - 2019

REPORT IN BRIEF

Review and approve Housing Division activities as reported in the 2018-2019 Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

RECOMMENDATION

City Council - Adopt a motion:

- A. Adopting **Resolution 2019-60**, a Resolution of the City Council of the City of Merced, California, approving the 2018-2019 Program Year Consolidated Annual Performance and Evaluation Report; and,
- B. Authorizing the City Manager or the Assistant City Manager to execute and, if necessary, make minor modifications to, the above-referenced items and all associated documents as attached to this report; and,
- C. Authorizing the Finance Officer to make necessary budget adjustments.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 405, 409, and 411 et seq., and Pursuant to 24 CFR 91.520 (Performance Reports) et seq. [CAPER will be submitted to the U.S. Department of Housing and Urban Development (HUD)].

CITY COUNCIL PRIORITIES

As provided for in the 2018-19 City of Merced Adopted Budget.

DISCUSSION

Staff is requesting that the Council consider approving the 2018-2019 CAPER.

The CAPER describes the results of the activities and accomplishments identified in the 2018 HUD Annual Action Plan. The CAPER is generally viewed as a report card for how the City performed in executing its previous year's Annual Action Plan and how the Annual Action Plan followed the current five-year (2015-2020) Consolidated Plan. It also catalogs additional activities funded through the Housing Division.

The City used a variety of funding sources with differing guidelines to achieve the community's housing goals. Accordingly, the Housing Division used the following grant funding sources during the last fiscal year:

1. Community Development Block Grant (CDBG) - Federal
2. HOME Investment Partnership Program (HOME) - Federal
3. Program Income (generated from loan payoffs and property resale that originated from Federal and State funding sources)

The common goal of these programs is to make Merced a more livable community for all of its citizens. Significant resources are used to assist people in enjoying decent, safe, and affordable housing. Other community development efforts target community-wide public safety, youth programs, recreation, public facilities, economic development, and neighborhood revitalization.

Each fiscal year, the Annual Action Plan outlines activities and programs, provides descriptions with goals and funding, and sets desired outcomes. At the end of each year, the CAPER gives an overview of these programs with results of actual funds spent and goals met. In addition, the CAPER provides staff an opportunity to highlight changes and improvements to the program that occurred over the course of the fiscal year.

Some of the program's notable accomplishments from the 2018-19 year include:

1. The Housing Division invested over \$2,345,300 towards Community Development Block Grant and HOME Investment Partnership Program Activities.
2. With funds from the City, Merced Rescue Mission and Sierra Saving Grace were able to purchase and rehabilitate a total of four units and, subsequently, rent them to at-risk or low-income tenants.
3. With funding assistance to the Merced Rescue Mission for operating costs of the Warming Center, the City was able to help 185 men, women, and children sleep warm and dry last winter. Combined, these individuals used the Warming Center's services 308 times.
4. Lead paint was abated in three homes in the City as part of the combined efforts of both the Homeowner-Occupied Rehabilitation and the Lead Paint Remediation Programs overseen by Habitat for Humanity - Stanislaus County. A total of eight homes were tested for lead

paint hazards between both programs, for a remediation success rate of over 37 percent.

5. Habitat for Humanity - During the past year, Stanislaus County completed and closed out two ongoing owner-occupied residential rehabilitation projects and began construction on another, and currently is working with approximately five homeowners at various stages of the screening application process.
6. The Housing Division was able to fund a combined total of thirteen projects and public services programs.
7. In total, CDBG public service assistance benefitted approximately 10,172 individuals within the Merced Community.
8. Sidewalk improvements funded with CDBG dollars benefitted approximately 5,070 residents in the neighborhoods where the work was completed.
9. Funding resources were provided to 134 households and individuals in the form of rental deposits and other housing-related advocacy, while helping them to avoid becoming homeless.
10. Achieving HUD's timeliness goal percentage (to be lower than 1.5%) for an entitlement community. The City of Merced met and surpassed the goal with a percentage of 1.32%.

History and Past Actions

Each year, the City of Merced prepares an Annual Action Plan for submission to HUD.

The framework for the Annual Action Plan finds its roots in the City of Merced 2015-2020 Consolidated Plan. The Consolidated Plan is a five-year planning document, outlining the City's strategy for pursuing Federal, State, and local resources in order to meet the housing and community development needs of low- and moderate-income residents.


On a yearly basis, the City Council is asked to approve the submission of its HUD Annual Action Plans after holding public hearings. The 2018 HUD Annual Plan was adopted by the City Council in June 2018 and amended in October 2018.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed for approval of the 2018-19 CAPER.

ATTACHMENTS

1. Draft FY 2018-19 CAPER
2. Presentation
3. Draft Resolution



City of Merced 2018-19 CAPER

Consolidated Annual Performance and Evaluation Report

DRAFT

For Review and Approval by Merced City Council

September 16, 2019

Prepared by;
Department of Development Services
Housing Division

Table of Contents:

CR-05 - Goals and Outcomes..... 2

CR-10 - Racial and Ethnic composition of families assisted 11

CR-15 - Resources and Investments 91.520(a) 12

CR-20 - Affordable Housing 91.520(b) 18

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)..... 21

CR-30 - Public Housing 91.220(h); 91.320(j) 27

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j) 29

CR-40 - Monitoring 91.220 and 91.230 34

CR-45 - CDBG 91.520(c)..... 38

CR-50 - HOME 91.520(d) 39

Attachments: 42

Attachment 1. Resolution 42

Attachment 2. PR 03 - CDBG Activity Summary Report for Program Year 2018 44

Attachment 3. HOME Match and APR Report – 2018..... 90

Attachment 4. CDBG and HOME Fiscal, Activity, and Accomplishments Reports 96

Attachment 5. CAPER - Proof of Publication 215

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Merced has prepared the Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July 1, 2018, through June 30, 2019. The CAPER describes a general assessment of the City's progress in carrying out projects and programs during the 2018 Fiscal Year with the use of CDBG and HOME funds, provided by the U. S. Department of Housing and Urban Development (HUD), primarily to benefit Low and Moderate Income persons (LMI) and/or areas.

The CDBG award for 2018-19 program year was \$1,128,771, with \$253,291 in Program Income received. Carryover from previous years also contributed to the continued efforts of ongoing projects and programs. Approximately \$1,814,683 in CDBG funds was spent during the snapshot period of July 1, 2018, to June 30, 2019.

The HOME award for 2018-19 was \$520,415, with approximately \$70,685 in Program Income. Carryover from last year's CAPER was also committed to ongoing projects and programs. The 2018-19 HOME expenditures were \$685,741, which were directed toward affordable housing opportunities. The remaining carryover and program income is committed to a new CHDO project, "Gateway Terrace II."

Highlighting Fiscal Year 2018-19, steady progress was made in meeting the goals and objectives stated in the 2018 Action Plan and Consolidated Plan was:

- Affordable Housing
- Rehabilitate and Enhance Existing Neighborhoods
- Non-Homeless Special Needs
- Support Services
- Public Services
- Non-Housing - Community Development
- Public & Infrastructure Improvements
- Neighborhood Revitalization Strategic Area Planning
- Homeless
- Permanent Supportive Housing
- Public Services
- Homeowner Assistance

More specifically, the City of Merced allocated CDBG funds during the 2018-19 program year to multiple social service agencies in order to meet these priorities and goals, including Merced Rescue Mission, Healthy House Within A Match, Central Valley Coalition for Affordable Housing, Sierra Saving Grace, and Restore Merced, Inc. One of the City's additional goals was to improve the condition of the City's housing stock and public facilities that benefit low-income residents. To accomplish this goal, the City partnered with Habitat for Humanity of Stanislaus County to assist with the implementation of the Homeowner Rehabilitation program.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Fair Housing	Non-Homeless Special Needs	CDBG: \$ / HOME: \$25000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	0	0.00%			
Fair Housing	Non-Homeless Special Needs	CDBG: \$ / HOME: \$25000	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		70	0	0.00%
Fair Housing	Non-Homeless Special Needs	CDBG: \$ / HOME: \$25000	Other	Other	0	0		100	0	0.00%
Job Creation	Non-Housing Community Development		Jobs created/retained	Jobs	500	0	0.00%			
NRSA Planning	Non-Housing Community Development	CDBG: \$	Other	Other	1000	0	0.00%			
Permanent Supportive Housing	Homeless	CDBG: \$ / HOME: \$	Rental units constructed	Household Housing Unit	0	0		119	0	0.00%
Permanent Supportive Housing	Homeless	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	7	7	100.00%			
Permanent Supportive Housing	Homeless	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	0	0		39	0	0.00%

Permanent Supportive Housing	Homeless	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0				
Permanent Supportive Housing	Homeless	CDBG: \$ / HOME: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	0		20	24	120.00%
Permanent Supportive Housing	Homeless	CDBG: \$ / HOME: \$	Homelessness Prevention	Persons Assisted	0	23		85	110	129.41%
Permanent Supportive Housing	Homeless	CDBG: \$ / HOME: \$	Housing for Homeless added	Household Housing Unit	50	2	4.00%	2	4	200.00%
Public and Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		7000	0	0.00%
Public and Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	3000	5070	169.00%	10000	0	0.00%
Public and Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Rental units constructed	Household Housing Unit	0	0		119	1	0.84%
Public and Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Housing for Homeless added	Household Housing Unit	0	0		11	0	0.00%
Public and Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Other	Other	0	0				

rehabilitate and enhance existing neighborhoods	Affordable Housing Non-Housing Community Development housing rehab	CDBG: \$ / HOME: \$410000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		2000	0	0.00%
rehabilitate and enhance existing neighborhoods	Affordable Housing Non-Housing Community Development housing rehab	CDBG: \$ / HOME: \$410000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	23		5	0	0.00%
rehabilitate and enhance existing neighborhoods	Affordable Housing Non-Housing Community Development housing rehab	CDBG: \$ / HOME: \$410000	Rental units constructed	Household Housing Unit	0	0		119	1	0.84%
rehabilitate and enhance existing neighborhoods	Affordable Housing Non-Housing Community Development housing rehab	CDBG: \$ / HOME: \$410000	Rental units rehabilitated	Household Housing Unit	0	1		6	3	50.00%

rehabilitate and enhance existing neighborhoods	Affordable Housing Non-Housing Community Development housing rehab	CDBG: \$ / HOME: \$410000	Homeowner Housing Added	Household Housing Unit	2	2	100.00%	3	0	0.00%
rehabilitate and enhance existing neighborhoods	Affordable Housing Non-Housing Community Development housing rehab	CDBG: \$ / HOME: \$410000	Homeowner Housing Rehabilitated	Household Housing Unit	30	2	6.67%	10	0	0.00%
rehabilitate and enhance existing neighborhoods	Affordable Housing Non-Housing Community Development housing rehab	CDBG: \$ / HOME: \$410000	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	0		40	24	60.00%
rehabilitate and enhance existing neighborhoods	Affordable Housing Non-Housing Community Development housing rehab	CDBG: \$ / HOME: \$410000	Housing for Homeless added	Household Housing Unit	0	1		1	3	300.00%

rehabilitate and enhance existing neighborhoods	Affordable Housing Non-Housing Community Development housing rehab	CDBG: \$ / HOME: \$410000	Housing for People with HIV/AIDS added	Household Housing Unit	0	0		0	0	
Support Services	Non-Homeless Special Needs	CDBG: \$ / HOME: \$416946	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	892	892.00%	25	17	68.00%
Support Services	Non-Homeless Special Needs	CDBG: \$ / HOME: \$416946	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		105	0	0.00%
Support Services	Non-Homeless Special Needs	CDBG: \$ / HOME: \$416946	Rental units constructed	Household Housing Unit	0	0		204	1	0.49%
Support Services	Non-Homeless Special Needs	CDBG: \$ / HOME: \$416946	Direct Financial Assistance to Homebuyers	Households Assisted	0	0		5	0	0.00%
Support Services	Non-Homeless Special Needs	CDBG: \$ / HOME: \$416946	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	0		20	24	120.00%
Support Services	Non-Homeless Special Needs	CDBG: \$ / HOME: \$416946	Homeless Person Overnight Shelter	Persons Assisted	0	709		20	185	925.00%
Support Services	Non-Homeless Special Needs	CDBG: \$ / HOME: \$416946	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	

Support Services	Non-Homeless Special Needs	CDBG: \$ / HOME: \$416946	Homelessness Prevention	Persons Assisted	0	0		113	110	97.35%
Support Services	Non-Homeless Special Needs	CDBG: \$ / HOME: \$416946	Housing for Homeless added	Household Housing Unit	0	0		2	4	200.00%
Support Services	Non-Homeless Special Needs	CDBG: \$ / HOME: \$416946	Other	Other	0	0		3	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Merced’s strategic plan identifies five types of projects considered essential to the community:

1. Public Infrastructure and Capital Improvements

Two (2) infrastructure projects were funded this past year. While they were not completed this fiscal year, they are anticipated to be completed next fiscal year. Additionally, the Housing Division continues to pair infrastructure projects with affordable housing activities.

Once the Gateway Terrace II Apartments breaks ground and begins to near completion, this project will have combined the construction of affordable housing units with the replacement of a collapsed sewer main that will serve not only the new apartments, but the surrounding residential neighborhood and connected businesses.

2. Programs and planning that encourage job creation and retention programs

This past year, the Housing Division worked with Restore Merced, Inc. to provide on-the-job training, resume building, and mentorship to homeless

individuals looking to find a way out of homelessness.

3. Increased public services to area nonprofit agencies, particularly programs providing services for the homeless, youth, and seniors

This past year the Housing Division used CDBG funds to assist nine (9) non-profit organizations, although one of those organizations chose not to move forward with its proposed program (Distinguished Outreach). These organizations assisted a broad range of our community members. Some of the clientele assisted were seniors, youth, homeless, and households that were at risk of becoming homeless.

4. Permanent supportive housing for the chronically homeless

The Housing Division was able to assist with funding for purchase of four (4) permanent supportive units this past year, through the accomplishments of each of the Merced Rescue Mission and Sierra Saving Grace's acquisition programs.

5. Programs that promote and/or create fair and affordable housing, especially targeting extremely low- and low-income households

Two non-profit organizations, Merced Rescue Mission and Sierra Saving Grace, were able to purchase and repair to safe livability a total of four units, which were then rented to chronically-homeless and very-low income individuals and families. In this way, these organizations were able to create affordable housing, as well as improve the appearance of these neighborhoods.

This year's activities resulted in meeting many of those five priorities.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	168	3
Black or African American	89	0
Asian	1	0
American Indian or American Native	1	0
Native Hawaiian or Other Pacific Islander	0	0
Total	259	3
Hispanic	189	0
Not Hispanic	272	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Please note that the above numbers do not reflect 202 individuals assisted who identify as "Other Multi-Racial."

Of the programs that were closed out prior to the end of the Fiscal Year, the Housing Division was able to provide funding to assist approximately 461 individuals and households. Additionally, the City provided funding to the Continuum of Care, which provided assistance to 607 Point In Time (P.I.T.) homeless individuals, both sheltered and unsheltered, that are residing in various areas of the County of Merced (counted January 24, 2019). Many of these households and individuals were assisted through the Continuum of Care, Fair Housing Services, and Rapid Rehousing programs.

The populated data is not reflective of projects that were not closed out this fiscal year, projects currently underway or nearing completion, or other non-HUD funded housing projects. The City of Merced also partnered with the Merced Rescue Mission and Sierra Saving Grace to assist approximately 47 individuals who were at risk of becoming homeless by providing rental deposits and arrears assistance.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,357,634	1,814,683
HOME	public - federal	779,064	685,741

Table 3 - Resources Made Available

Narrative

The City of Merced received \$1,128,771 in Community Development Block Grant Funds (CDBG), and \$520,415 in HOME Investment Partnership Funds (HOME). Through the repayment of existing rehabilitation loans, approximately \$253,291 in CDBG funds were received as Program Income. These funds were then redirected toward other projects that were already approved by City Council through the Action Plan process. Additionally, HOME funds in the amount of \$70,685, repaid through rehabilitation and first-time homebuyer loans, were received as program income and reinvested in affordable housing project and programs.

Listed below are minor, technical, and substantial amendments completed throughout the year. The City has taken no action to hinder the implementation of the 2018 Annual Action Plan and has actively implemented related projects and programs that work toward achieving its goals and objectives.

Additional information provided include approved Certificates of Consistency that were submitted by non-profit agencies applying for separate Federal funding. By approving these certificates, the City of Merced confirmed that the goals of the agencies, such as the Housing Authority of the County of Merced and Merced County Continuum of Care, are consistent with the City of Merced's goals and needs, as identified in the Consolidated Plan.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City Wide	72	30	
Eligible CDBG Areas	28	70	Increase due to affordable housing project and infrastructure projects in eligible areas

Table 4 – Identify the geographic distribution and location of investments

Narrative

For the 2018-19 program year, Merced anticipated that 28 percent of its CDBG & HOME funds would be spent reaching the 80 percent disadvantaged census tracts. Additionally, as stated in the Strategic Plan, certain racially and/or ethnically-concentrated areas of poverty were identified as having greater needs in the City. These census tracts are scattered throughout the community. Several of Merced's sub-recipients provided services and housing to residents living in the targeted census tracts, including Central Valley Coalition for Affordable Housing, Sierra Saving Grace, and Merced Rescue Mission. Additionally, the ADA sidewalk infrastructure projects were also located within these targeted areas.

The actual amount anticipated, after the capital improvement projects are completed, may result in a higher percentage. The remaining funds were targeted to the general population; however, because Merced is a relatively smaller community and low-income populations are distributed throughout, the City of Merced believes that those activities outside these census tracts will still serve low-income populations.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City is dedicated to working with developers of low- and moderate- income housing in order to leverage its funds and maintain an adequate supply of affordable housing. In fiscal year 2018-19, Central Valley Coalition for Affordable Housing (CVCAH) is in the final processes of finishing a 4-plex project. Additionally, CDBG and HOME funds helped to complete the fiscal package needed for CVCAH to begin construction of the Gateway Terrace II apartments, scheduled to break ground in early Fall of 2019.

The City leveraged funds with the County of Merced to fund the Merced Continuum of Care program. Without the City and County funding the Merced COC, neither the County nor the City would be in compliance with HUD rules and regulations for Homeless programs. The City leveraged CBDG funds with the Merced Rescue Mission to ensure homeless would receive funds for rental deposits. The program was made available to the 100 most chronically homeless individuals as identified through the Merced COC HMIS system. Additionally, funding is leveraged with the City's enterprise accounts to assist with the completion of various projects located within eligible census tracts.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	25,393,312
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	25,393,312
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	25,393,312

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0	0			
Businesses Displaced		0	0			
Nonprofit Organizations Displaced		0	0			
Households Temporarily Relocated, not Displaced		0	0			
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	118	308
Number of Non-Homeless households to be provided affordable housing units	34	59
Number of Special-Needs households to be provided affordable housing units	15	87
Total	167	454

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	113	132
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	9	5
Number of households supported through Acquisition of Existing Units	7	4
Total	129	141

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In last year's CAPER, the City reported that we were anticipating imminent ground breaking on a 50-unit apartment complex, which had been delayed due to the unstable housing market. While progress has been slow, the project is moving forward, with building permits approved and ready for issuance, and the ground-breaking is now expected in early Fall of 2019.

City staff has continued to work with Habitat for Humanity of Stanislaus County this past year to ensure the Homeowner Rehabilitation program was implemented. This past year, staff anticipated the project would assist up to nine households, including rehab projects involving lead paint abatement. However, due to staff changes within their organization, they were only able to complete rehabilitation project for five households (not including three homes complete but not yet closed out), although they are currently working with others at various stages in the screening and application

process.

As for affordable housing development, the City was able to partner with Sierra Saving Grace (SSG) to acquire one three-unit property for permanent supportive housing. Each one-bedroom unit needed repairs and upgrades, but SSG was able to acquire the property, make the necessary repairs, and find and house qualified tenants in each unit successfully. Merced Rescue Mission also successfully added one unit of affordable housing in the City of Merced with a purchase of a newly-constructed three-bedroom two-bath home to rent to a low-income family in need.

The City also continued to partner with Central Valley Coalition for Affordable Housing for the construction of an ongoing affordable housing project and is one of the City's partners in a new 119-unit permanent supportive housing project that was recently awarded \$13.9 million in funding by the State of California Housing and Community Development's (HCD) Affordable Housing and Sustainable Communities Program. The Childs Court Apartments is tentatively expected to complete construction and receive certificate of occupancy by the Summer of 2022, with related infrastructure expected to be completed by 2023.

The City continues to look for additional funding sources through HUD, HCD, and community partnerships (i.e. Habitat for Humanity) to bring in additional funds for affordable housing.

Discuss how these outcomes will impact future annual action plans.

This past year, the City continued to leverage its CDBG and HOME resources through partnerships and collaborations with local non-profit organizations and other agencies.

Moreover, the City was able to fund various community non-profit organizations this past year with varied success. These programs focused on serving homeless, youth fitness, and seniors.

The City continues to work with developers, government agencies, and non-profit organizations to assist with funding multi-family affordable housing projects. These partnerships have the potential to bring over 180 new affordable single- and multi-family housing units in the City of Merced.

The City was unable to break ground on a large affordable housing project this year. However, next year's 2019 HUD Annual Action Plan allocates funds for the ongoing Gateway Terrace II project and the new Childs Court Apartments.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	2	2
Low-income	2	0
Moderate-income	0	1
Total	4	3

Table 13 – Number of Households Served

Narrative Information

In the table above, only those figures for affordable housing acquisition programs are included. Based upon the various public service and other programs funded through CDBG and HOME, 15,271 people were assisted and/or benefitted in some way, including the residents living near ADA improvement infrastructure projects in eligible census tracts of the City. Not included in the table is information provided by Fair Housing or the homeless counted in the Point In Time homeless persons count (607).

Not reflected in this table, due to information not related to family size, are CDBG & HOME projects underway and CDBG Activities that benefit Low/Mod Areas. CDBG funds were used for activities benefitting low/mod persons, and complies with certifications that require no less than 70% of CDBG funding during the specified period on activities that benefit low/mod person.

Additionally, included in Attachment 4 is the PR23 reports for both CDBG and HOME, which reflect Matrix Code, Accomplishment Type, Beneficiaries by Income Category, which include census for persons, and Units.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City relies on its partnerships developed through the Continuum of Care and non-profit organizations (CDBG-funded Public Service Activities) to reach out to various homeless individuals. Among others, the following standout positive outcomes helped to direct resources towards homeless programs and activities:

1. A total of four (4) existing housing units in Merced were purchased this year for Affordable Housing Units for homeless or at-risk families through the acquisition programs of the Merced Rescue Mission (1 unit) and Sierra Saving Grace (3 units).
2. Healthy House Within a Match assisted a total of eighty-seven (87) mostly elderly homeless and at-risk individuals with advocacy services and referrals to the community's network of organizations to help them stay out of homelessness.
3. A total of forty-seven (47) individuals received assistance for rental deposits and other rental assistance. Twenty-three (23) Homeless Individuals were provided rental deposits through the Merced Rescue Mission's Rental Deposit Assistance Program in order to provide them a place to live, and twenty-four (24) individuals received financial assistance from Sierra Saving Grace in the form of rent arrears and other bill assistance in order to keep them from becoming homeless.
4. 185 homeless individual men, women, and children were provided shelter at the warming center this season. Many of them used the center multiple times, for a total of 308 nights over the 61 cold and/or rainy nights the Warming Center was open during the winter months.

Additionally, the City of Merced participates in the Merced City and County Continuum of Care's Coordinated Entry (CE) system, which is linked to a wide-range of public & private agencies through street outreach within the CoC jurisdiction, so that people sleeping on the streets are prioritized for assistance in the same way as all other homeless persons.

The Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT) is used as a tool that helps determine chronicity and medical vulnerability. Outreach workers administer VI-SPDAT on the streets, in encampments, and remote areas that identify the best type of support and housing interventions that fit their needs, including Permanent Supportive Housing (PSH) with a Housing First approach and Rapid Rehousing (RRH).

CoC advertises the CE process in ways that include: 1) leaving business cards of outreach workers; 2) leaving flyers that describe the process and include contact information; 3) leaving information at service sites; 4) leaving information at public locations; 5) educating mainstream service providers; 6) at

events that attract homeless persons; 7) winter warming center; 8) 2-1-1 help line; and 9) meal programs at centers and parks.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Merced participates in the Merced City and County Continuum of Care which is linked to a wide-range of public & private agencies working together to address emergency and transitional housing needs of homeless persons. This past year, the City of Merced collaborated with the following organizations to provide immediate shelter to chronically homeless individuals or individuals at-risk of becoming homeless:

1. Merced Rescue Mission to operate a Warming Center
2. Merced Rescue Mission - Rental Deposits
3. Sierra Saving Grace - Rental Assistance
4. Healthy House - Advocacy and Networking with other Community Organizations
5. Merced County - COC Collaborative Applicant

The Warming Center allowed individuals currently located on the streets a place to go out of the winter weather elements. The City worked with Merced Rescue Mission and Sierra Saving Grace to assist 47 households with rental assistance to help individuals homeless or at-risk of becoming homeless to find or keep housing. Additionally, the City worked with both of those organizations, Merced Rescue Mission and Sierra Saving Grace, under separate programs to acquire homes to use for permanent supportive housing unit within the community.

A Navigation Center is proposed by the County of Merced just north of the City's Childs Court Apartments project on B Street and Childs Avenue in Merced. The Navigation Center will assist in providing temporary, transitional, and other related social services that are needed to comprehensively assist homeless individuals. Once built and in operation, Navigation Center staff will work with numerous service providers who serve the homeless in our community to assess the needs of each client, in order to ensure those clients are properly evaluated and receive the care they need.

The County's Navigation Center also proposes to partner with the property management company of the Childs Court Apartments, once it is built and cleared to receive residents, to allow its clientele using its social services to be housed close-by in the Childs Court Apartments. In this way, it allows for a more coordinated and comprehensive case management plan of the client/resident and a chance for greater success in that endeavor.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The County-wide Continuum of Care's homeless prevention strategy was implemented to help identify specific risk factors based on fact-finding with general assistance, mainstream, and prevention assistance providers that include loss of income, history of residential instability sudden death or illness, utility shutoffs, etc.

A strategic step of the prevention strategy focuses on shelter diversion by stabilizing the households in current housing or by temporarily sharing housing with other family members or friends until the household is ready to obtain and maintain permanent housing.

Steps also include links to temporary or ongoing support and case management, if needed. Temporary support may include one-time or short-term rental and/or utility assistance and participation in employment services. Ongoing supports may include mainstream resources and job training. Case management, if desired by the household, may be short-term.

The overall goal of the homeless prevention strategy is to stabilize the household and prepare a plan if another housing crisis occurs.

In addition, the Merced County Rescue Mission operates a Respite Care program that focuses on helping homeless persons discharged from the Mercy Medical Center and Horizons Unlimited Healthcare. The Respite Care program offers such persons a safe and supportive environment, as well as meals and oversight of medical treatment, while helping them explore long-term housing options through case management.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

By supporting the Merced City and County Continuum of Care, helping homeless persons includes:

1. Focusing more intensely on chronically homeless individuals and families through street outreach, and engagement into areas and encampments where chronically homeless persons are known to live;
2. Engaging chronically homeless households through the Coordinated Entry System, to help link them to the appropriate permanent supportive housing provider and level of supportive services;
3. Increasing resources to provide bridge housing for chronically homeless households who need a short-term stay while awaiting permanent housing availability that includes low-barrier shelter and vouchered stays in motels;
4. Connecting chronically homeless households to mainstream resources, including Medi-Cal and behavioral health services while awaiting PSH placement;
5. Connecting chronically homeless households to community resources such as food, transportation, money management, housing counseling services, etc., to ensure they maintain their housing; and,
6. Emphasizing a consumer-driven mindset that is choice-based.

The Coordinated Entry System (CES) plays a critical role in providing the right intervention for each homeless family to effectively house them within 30 days. CES helps families avoid entering shelters by offering assistance to help them remain in their housing or live with friends and families for a short period of time in order to gain time to move into permanent housing. If emergency shelter is needed, rapid rehousing assistance and supportive services are provided to help ensure a stay of no more than 30 days. Services are provided within a housing first and low-barrier environment. Assistance is flexible, so that families with lower barriers receive modest financial assistance and those with higher barriers receive moderate assistance.

Although no Rapid Rehousing Programs were funded through the City of Merced's Housing Program this past year, Healthy House Within a Match was funded for their program which provided advocacy for mostly elderly homeless and at-risk individuals and networked with other community organizations running rehousing programs. The Continuum of Care has also developed more effective coordination between prevention efforts and mainstream benefits and programs.

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: Merced, County of

Project Name: CA-520 Merced City and County Continuum of Care

Location of the Project: City of Merced, County of Merced (see attached list)

Name of the Federal
Program to which the
applicant is applying: FY2019 Continuum of Care Homeless Assistance Program

Name of
Certifying Jurisdiction: City of Merced

Certifying Official
of the Jurisdiction
Name: Steve Carrigan

Title: City Manager

Signature: 

Date: 8/6/19

**CA-520 2019 Certification of Consistency
with the Consolidated Plan Project List**

Agency:	Project:	Geo Code
Merced County Community Action Board	HMIS Renewal 2015	69047
Merced County Department of Mental Health	Project Home Start 2015	62250
Merced County Department of Mental Health	Project Hope Westside 2015	69047
Sierra Saving Grace Homeless Project	Sierra Saving Grace Homeless Project	62250
Housing Authority of the County of Merced	2011 Shelter Plus Care	69047
Sierra Saving Grace Homeless Project	Sierra Saving Grace Homeless Project 2	62250
Merced, County of Human Services Agency	Coordinated Entry System	62250
Sierra Saving Grace Homeless Project	2017 Permanent Housing Bonus	62250
Merced, County of Human Services Agency	Planning Grant	62250

CoC - Certificate of Consistency Page #2

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Housing Authority of Merced County (HAMC) is the public housing agency serving those needs within the City of Merced. HAMC is independent of the City of Merced, and the City retains no control over its funding or implementation of programs. HAMC has multiple public housing properties in Merced.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority of Merced County (HAMC) encourages public housing residents to participate in policy, procedure, and program implementation and development through its Board. HAMC also distributes various forms of communication to all residents, which contains relevant news, information on training and employment opportunities, and other community resources available to public housing residents. Public housing residents also participate in the development of the HAMC five-year and annual plans. The HAMC distributes a survey to prioritize residents' needs and schedule short and long term improvements.

Actions taken to provide assistance to troubled PHAs

The Housing Authority of Merced County (HAMC) is not designated as "troubled."

**Certification by State or Local
 Official of PHA Plans Consistency
 with the Consolidated Plan or
 State Consolidated Plan
 (All PHAs)**

U. S Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
 Consistency with the Consolidated Plan or State Consolidated Plan**

I, Steve Carrigan, the City Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the
Housing Authority of the County of Merced
PHA Name


is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
 Impediments (AI) to Fair Housing Choice of the
City of Merced
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

Both plans emphasize efforts provide clean, safe and permanent housing to low income and/or homeless families and individuals. Both plans also emphasize efforts to house homeless veterans.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Convictions may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Steve Carrigan	City Manager
Signature 	Date
	7/9/19

Housing Authority of Merced County - Certificate of Consistency

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

City of Merced Housing staff continues to move forward to meet the daily challenges and has worked to educate sub-grantees, identify challenged areas, establish community partnerships, and improve upon outdated processes to create an efficient, effective program.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Merced Housing Division has partnered with the County of Merced as Collaborative Applicant to develop and implement the Continuum of Care program within the City of Merced, County of Merced, and neighboring Communities. The plan discusses the extent of homelessness in Merced County, identifies and leverages available local resources, describes solutions, and ultimately renders area organizations eligible for federal Continuum of Care grant funding.

The City and County of Merced have taken a lead role in providing resources to the homeless in Merced by adopting the Continuum of Care Strategy to end Homelessness. The City of Merced Housing Division is providing annual CDBG funds to support one staff member of the Merced County Human Services Agency responsible for heading up the Continuum of Care through Merced County. Several positive activities spearheaded by the Continuum of Care can be found throughout this document. Additionally, the Division is working with three non-profit organizations to either rehabilitate existing, purchase, or construct residential properties to provide permanent supportive housing.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Merced continues to review and analyze how it can better meet the needs of the underserved and address “worst case” housing issues through its affordable housing program, supportive services, Continuum of Care, and the Fair Housing services provided through Project Sentinel this year. Loans to landlords to improve housing for those families living in seriously substandard housing are available with CDBG funding.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City, in cooperative efforts, continues to work with the Continuum of Care and its partnering cities and non-profit agencies to identify resources available to reduce the number of persons living below the poverty level and address the needs of the community.

Programs that provide funding for rehabilitation work on purchased homes, rehab work on privately-owned properties, and/or upkeep of newly purchased properties allows the city to provide jobs to smaller contractors and service providers within the City. Many of the contractors bidding on jobs from the Housing Division are smaller, one- to four-person companies. Many contractors use credit cards to make ends meet while awaiting payment from the City. As some contractors have informed us, they are living it “paycheck to paycheck” and work other jobs to supplement their incomes. These programs allow the City to provide employment in a depressed community as a way to assist this particular group stay above the poverty level.

In addition to CDBG and HOME funds, the City utilizes its program income generated from loan payments and loan payoffs to rehabilitate properties. Additionally, in past years, the City has also used its grant funds from CalHome programs to provide deferred First Time Home Buyer (FTHB) loans to income-eligible households, although we were unable to this year due to State requirement changes. These efforts allow our department to assist a wide variety of households in our community.

Borrowers/applicants work with either a local lending institution or the designated property management company to identify what amount of assistance these households need in order to help them qualify for the type of residential (rental or purchase) unit they are requesting.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Housing Division is working with the City Attorney’s Office, Code Enforcement, Police, Fire, and the Building Division to identify substandard housing. The Housing Division has been educating and directing these departments to have the property owners contact the Housing Division. If the homeowner is living within the non-compliant residence, Housing staff will contact Habitat for Humanity to see if the homeowner is eligible for the Homeowner Rehabilitation Program. If the property owner is not living on-site and would like to sell or rent the sub-standard housing unit, we assist in partnering the property owner with a local non-profit organization to rehabilitate the unit and convert the unit from market rate to permanent supportive housing.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City continues to hold community meetings to enhance coordination between housing providers, government agencies, and other key stakeholders in the City and County.

We will also continue to participate in Continuum of Care (CoC) meetings, joining other governmental agencies, service providers, and community member in sharing information on existing programs, identifying areas for improvement in the coordination of services, and exchanging knowledge of best practices in order to better understand and address the community’s needs as a whole. The Continuum of Care holds quarterly board meetings to provide a platform for agencies to coordinate services and exchange information. Board Members of the Continuum of Care include public housing authorities,

service providers, community stakeholders, and people who have experienced homelessness themselves. These meetings are held to address unmet needs and ensure that resources are leveraged and not duplicated.

The Merced County Mental Health Department became the Collaborative Applicant in 2017 and still oversees the CoC. A staff member is designated to serve on the Board as a liaison between the department and homeless clients/service providers experiencing barriers in receiving assistance. The County Mental Health Department had a significant presence in the most recent Project Homeless Connect event. They were able to assess people experiencing homelessness on the spot and get them connected to services immediately. These linkages have increased the community's efforts to avoid discharge into homelessness, as well as to serve the existing homeless population.

Additionally, Housing Staff has spoken with homeless and at-risk individuals interested in becoming first-time homebuyers. In addition to the actions listed above, the City will continue to enhance coordination and work with the Housing Authority of Merced County, housing and service providers, and faith-based organizations to identify services, housing, and other needs.

Besides the Merced Rescue Mission and Sierra Saving Grace with their City-funded acquisition programs, other public agencies that work together to increase Merced's supply of affordable housing includes: Central Valley Coalition for Affordable Housing and Habitat for Humanity of Merced County.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Lack of an effective multi-lingual mortgage counseling program:

While there had previously been a credit counseling program for families facing foreclosure offered at the Central Valley Coalition for Affordable Housing, budget cuts resulted in the elimination of that position. There still remains the lack of a local mortgage counselor to address this impediment. Due to continued budget constraints, the City's only course of action at this time is to encourage and provide mortgage counseling programs to first time homebuyers in neighboring communities.

Insufficient supply of affordable rental housing:

The City of Merced has identified the provision of affordable housing as a priority in the City's Housing Element.

While the City is not a direct provider of affordable housing, it does assist developers with affordable housing funding. This past year, the City of Merced entered into a partnership agreement with an affordable housing developer, the Richman Group, LLC, as well as with Merced County, to apply for funding sources, entitle, design, and construct a new 119-unit permanent supportive (30 units) and affordable housing (89 units) apartment complex. With the boost of the recent award of a \$13.9 million

grant from the State of California's Strategic Growth Council, the apartment complex will likely see fruition, with completion of construction anticipated in the Summer of 2022.

With the department's other limited resources, staff is currently pursuing rehabilitation of existing affordable rental units and leveraging other City monies to assist with financing new construction.

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: Project Sentinel

Project Name: Education and Outreach Initiatives

Location of the Project: 1490 El Camino Real
Santa Clara, CA 95050

Name of the Federal Program to which the applicant is applying: Fair Housing Initiatives Program

Name of Certifying Jurisdiction: City of Merced

Certifying Official of the Jurisdiction Name: Steve S. Carrigan

Title: City Manager

Signature: 

Date: December 14, 2018

Fair Housing - Certification of Consistency

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Staff is in the process of drafting a letter to be sent out to all property management companies overseeing each multi-family project. Staff did not receive fiscal audits from projects that are older than 15 years.

We were able to monitor single-family residential projects, and public service projects through a combination of site checks, loan servicing, and office visits with subrecipients. There were no problems that were in need of mitigation.

Staff did not keep a list of all the projects monitored this past year. This is still an area where our division can improve. Staff is working internally to continue to develop a process to ensure a database is created and maintained that reflects all projects monitored, not just the public service activities.

Multi-Family Housing Program Monitoring

City Housing staff conducts site visits annually to multi-family housing sub-recipients to review record keeping, upkeep of facility, and ensure that eligibility requirements are being maintained. If discrepancies are found, the sub-recipient will be informed during the on-site tour, provided a formal letter, and provided 30-days to correct the problem and or work with staff for a reasonable timeline.

Annual audits are required by these sub-recipients for their programs. If discrepancies in this area are found, the sub-recipient is informed immediately, and a formal letter is mailed. The sub-recipient is given 30 days to correct the problem or provide a timeline for correction. The City will work with the organization to ensure understanding of requirements and to achieve compliance. Once compliance has been achieved, the sub-recipient receives a closure letter from the City. The City Council is informed of any unresolved problems during the budget process. These same procedures will be followed with non-housing sub-recipients.

Single Dwelling Housing Program Monitoring

Homes rehabilitated or purchased with HOME funds for use as rental properties for moderate to low income families are monitored annually by staff. The owner is provided a letter requesting information and income verification of the renter. With a shortage of staffing, City of Merced Housing visitations to all sites is unmanageable. Staff members have been instructed instead to visit "at least" one site per owner. Renters are interviewed to ensure compliance of HUD requirements. If discrepancies are found, the homeowner will be informed during the on-site tour, provided a formal letter, and provided 30-days to correct the problem; and or work with staff for a reasonable timeline.

Activity/Public Service Monitoring

The City Housing Division has established monitoring procedures for its Sub-recipients in order to ensure compliance with all CDBG requirements and objectives. Those procedures include written contracts and invoicing before funds are distributed; workshops with applicants and new sub-recipients to ensure an understanding of reporting requirements; clear timelines for measured success; reporting forms that include hours, task, client demographic information, and income range. Reports are required with each invoice, and year-end evaluations are required. All sub-recipients receive one on-site visit during the program year.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Staff made a concerted effort to reach out to the community for comments and input about the CAPER for fiscal year 2018-19. The public was notified of the CAPER's availability through notifications in two newspapers, at a public meeting, and the City Council public hearing.

The availability of the FY 2018-19 CAPER and a request for comments was publicly noticed in the following ways:

- August 12, 2019 - Notices were posted at the Merced Civic Center and on the City of Merced Website.
- August 15, 2019 - A Public Notice was published in the Merced Sun-Star.
- August 15, 2019 - A Public Notice was published in the Merced County Times.
- September 5, 2019 – Community Meeting at City Hall in the Engineering/Housing Conference Room.
- September 16, 2019 – Public Hearing at City Hall; Public Hearing requesting Council action to approve the CAPER.

City Council considered one (1) project that required budget modifications to the 2018 HUD Annual Action Plan

2018-2019 HUD Annual Action Plan Amendments

Council Date	Subject	Report #
1/2/2018	Community Input Presentation by Housing Staff	Admin Report 17-598
4/2/2018	Request to Set a Public Hearing for the 2018 Housing and Urban Development Annual Action Plan	Admin Report 18-150
4/16/2018	Applications for the Department of Housing and Urban Development 2018 Annual Action Plan	Admin Report 18-177
6/18/2018	Public Hearing and Adoption of the Department of Housing and Urban Development 2018 Annual Action Plan	Admin Report 18-302
9/17/2018	Public Hearing – Consideration of Approval of the Consolidated Annual Performance and Evaluation Report for Program Year 2017-2018	Admin Report 18-428
10/1/2018	Allocation of Fiscal Year 2018/19 Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) to Fund Sub-recipient Agreements with Restore Merced for Neighborhood Clean-up Program (\$60,000), Sierra Saving Grace for the Homeless Project (\$465,000), Merced Rescue Mission for the Hope for Families Project Program (\$250,000), and County of Merced for the Continuum of Care Program; and First Technical Amendment to the 2018 Department of Housing and Urban Development Annual Action Plan	Admin Report 18-429
10/1/2018	Agreement to Negotiate Exclusively with the Richman Group of California, LLC, for the Childs and B Street Affordable Housing Development	Admin Report 18-465
11/5/2018	Resolution Extending the Period for Development or Disposition of Properties Transferred to the Housing Successor Agency (Housing Division) for a Period of Five (5) Years	Admin Report 18-435
11/19/2018	Public Hearing – Tax Equity and Fiscal Responsibility Act (TEFRA) to Consider the Issuance of Tax Exempt Bonds by the California Statewide Communities Development Authority in an Aggregate Principal Amount Not to Exceed \$12,000,000 for the Purpose of Financing or Refinancing the Acquisition, Construction, Improvement, and Equipping of the Gateway Terrace II Project, Located at W. 13 th and K Streets (APN 031-323-002)	Admin Report 18-544

2018 Annual Action Plan Public Meetings and Administrative Reports - Page #1

12/13/2018	Site Plan Review #429 – Develop a mixed-income apartment complex (119 units) with 80% market rate units and 20% affordable units	SP#429
1/7/2019	Report – Community Input Presentation by Housing Staff Regarding the 2019 Department of Housing and Urban Development (HUD) Annual Plan and Update on the Proposed Childs and B Street Affordable Housing Project	Admin Report 18-617
1/24/19	Modification of Site Plan Resolution #429 to develop an apartment complex (119 units) with 100% low-income serving units	Modified SP#429
2/4/2019	Adoption of Resolution Allowing the Submittal of a Joint Application with the Richman Group of California Development Company, LLC (Richman Group), and the Central Valley Coalition for Affordable Housing (CVCAH) for the Affordable Housing and Sustainable Communities (AHSC) Program to Obtain Loan and Grant Funding for the Construction of a 119-unit Affordable Housing Project at 1137 B Street in Merced, California, and Approval and Execution of an Enforceable Funding Commitment Agreement, a First Amendment to the Exclusive Negotiating Agreement, and Memorandum of Understanding Between the City, CVCAH, and the Richman Group, and Certification of the National Environmental and Protection Agency Environmental Assessment	Admin Report 19-046
4/1/2019	Report – Housing Successor Expenditure Report and Property Disposition Options for Nine Properties Owned by the Housing Successor Agency (HSA), Approximate Balance of the LMI Housing Account, Dedicating \$1.2 Million for Childs Court Apartments, and the Submission of the Fiscal Year 2017/18 SB 341 Report to the California Department of Housing and Community Development (HCD)	Admin Report 19-042
5/20/2019	Adoption of Resolutions by the City Council Acting in Its Capacity as the Housing Successor Agency Authorizing the Retention of 26 West 18 th Street, a Housing Asset Owned By the Former Redevelopment Agency of the City of Merced, Validating the Deposit of Funds Into the Housing Asset Fund from the Sale of 454 West 18 th Street, which was a Housing Asset Owned by the Former Redevelopment Agency of the City of Merced, and Validation the Deposit of Funds into the Housing Asset Fund from the sale of 951 West 7 th Street, which was a Housing Asset owned by the Former Redevelopment Agency of the City of Merced	Admin Report 19-221

2018 Annual Action Plan Public Meetings and Administrative Reports - Page #2

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Priorities identified in the 2015-2020 Consolidated Plan were implemented. The City takes a proactive approach and continually evaluates programs, projects, and activities to ensure they are meeting targeted goals, as well as keeping in line with current levels of funding. As a result of our experience, difficult and strategic recommendations are made to City Council. For example, when funding is not moving quickly, an alternate priority need project or program is recommended. Council gives the City Manager the authority to redirect funds based upon certain criteria or timelines. As with CDBG, the timely expenditure ratios are monitored, and HOME commitment and expenditure deadlines are monitored.

Staff also directs funding toward core programs established during the previous year and identified within the 2015-2020 Consolidated Plan.

The City of Merced continues to use CDBG funds toward affordable housing, a suitable living environment, ADA improvements to public infrastructure, public/social services, and the repayment of Section 108 loan. The reallocation of funding occurs throughout the year for both CDBG and HOME.

Staff reviews and meets with project managers on a regular basis. The City’s Citizens Participation Plan allows minor and technical amendments to be reviewed and authorized by the City Manager. All substantial amendments resulting in a reallocation of funding over \$30,000 and contractual amendments were taken to City Council via a public hearing for input, as well community meetings.

Objectives have not changed; however, as a result of the needs identified through public meetings with non-profit housing and service providers, HOME funding was approved to assist in meeting the needs of the Merced homeless population.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

This is not applicable to the City of Merced’s Housing Program.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

None of the multifamily residential projects were monitored this year. Staff is in the process of drafting a letter to be sent out to all property management companies overseeing each multi-family project. Staff did not receive fiscal audits from projects that are older than 15 years. However, we were able to monitor single-family residential and public service projects through a combination of site checks, loan servicing, and office visits. There were no problems that were in need of mitigation. Staff did not keep a list of all the projects monitored this past year. This is an area where our division can improve.

Multi-Family Housing Program Monitoring

City Housing staff conducts site visits annually to multi-family housing sub-recipients to review record keeping, the upkeep of facility, and to ensure eligibility requirements are being maintained. A City inspector is part of this tour, and if discrepancies are found, the sub-recipient will be informed during the on-site tour, provided a formal letter, and provided 30-days to correct the problem and/or work with staff for a reasonable timeline.

Annual audits are required by these sub-recipients for their programs. If discrepancies in this area are found, the sub-recipient is informed immediately and a formal letter is mailed. The sub-recipient is given 30 days to correct the problem or provide a timeline for correction. The City will work with the organization to ensure the requirements are understood and that compliance is re-attained. Once compliance has been achieved, the sub-recipient receives a closure letter from the City. The City Council is informed of any unresolved problems during the budget process. These same procedures will be followed with non-housing sub-recipients.

Single Dwelling Housing Program Monitoring

Homes rehabilitated or purchased with HOME funds for use as rental properties for moderate to low income families are monitored annually by staff. The owner is provided a letter requesting information and income verification of the renter.

With a shortage of staffing, housing visitations to all sites is unattainable. Staff members have been instructed instead to visit "at least" one site per owner. A City Inspector is taken on site to ensure housing meets codes. Renters are interviewed to ensure compliance of HUD requirements. If any

discrepancies are found, the home owner will be informed during the on-site tour, provided a formal letter, and provided 30-days to correct the problem and/or work with staff for a reasonable timeline.

**Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units.
92.351(b)**

The City of Merced continues to follow the Affirmative Marketing Policy as outlined in the Consolidated Plan and monitors compliance with the Policy by the City and participating property owners on an annual basis.

The City of Merced Housing Division shall be responsible for implementing the Affirmative Marketing Policy and evaluating its effectiveness concurrently with the HOME Program:

- The Housing Division shall inform the public about the Affirmative Marketing Policy through handouts and application forms, periodic advertisements in general circulation newspapers, and regularly-scheduled public meetings.
- The City shall, at times, display informational posters in the Merced City Hall Lobby, which is open to the public. All graphic presentations concerning the HOME Program shall display the HUD Equal Housing Opportunity logo or slogan.
- The owners of buildings selected for rehabilitation shall likewise be informed about the City's Affirmative Marketing Policy at the time that an application is submitted to the Housing Division.
- The City shall also provide tenants and rental property owners with copies of the "Landlord-Tenant Fact Sheet" produced by the State Department of Consumer Affairs.
- The City shall continue its practice of providing general information and telephone reference numbers to persons contacting the Housing Division with questions regarding affirmative marketing, federal fair housing, tenant's rights, assisted housing, and correction of substandard conditions in tenant-occupied dwellings.

This year, the City continued the services of the Fair Housing Services provider (Project Sentinel) for all Merced residents. Some of the services provided by Project Sentinel include: seminars, educational pamphlets, and counselors to assist renters and landlords with any fair housing questions or problems.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The use of HOME Investment Partnership Program funding for the Homeowner Rehabilitation Forgivable Loan Program was approved by City Council. Prior to the 2018 program year, the City worked with Central Valley Coalition for Affordable Housing (CVCAH) to construct HOME-funded units at two separate locations. One project was completed prior to July 2018, and the other has completed construction and will receive its Certificate of Occupancy clearance soon. Additional Program Income was approved by Council to be re-directed toward the construction of 50-unit affordable housing project located at 13th and K Street, which will break ground by Fall of 2019. These funds are being directed

toward beneficiaries with incomes at or below 80% of the area median income. Unfortunately, the project was not started or completed within this CAPER's reporting period. The status of this continuing project will be reflected in next year's CAPER.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

The HOME program objectives continue with promoting, maintaining, and providing affordable housing by working with Affordable Housing Developers and nonprofit organizations. Staff continues to work with Habitat for Humanity of Stanislaus County to assist homeowners with rehabilitation of their properties; Sierra Saving Grace and Merced Rescue Mission with the acquisition of properties to increase the number of permanent supportive housing units within the community; and, Central Valley Coalition For Affordable Housing with development of larger multifamily residential projects, including the Childs Court Apartments currently in the development, funding, and design stages.

Attachments:

Attachment 1. Resolution

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
APPROVING THE 2018-2019 PROGRAM YEAR
CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT**

WHEREAS, the City of Merced operated the Community Development Block Grant Program (CDBG), and the Home Investment Partnerships Grant Program (HOME) for the 2018-2019 Program Year; and

WHEREAS, the City is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) for the activities and expenditures for the 2018-2019 Program Year; and

WHEREAS, the City must also certify that it is complying with HUD requirements for the use of CDBG and HOME funds; and

WHEREAS, the City spent approximately \$2,345,300 in CDBG and HOME funds during the 2018-2019 Program Year; 100% of the funds were used to assist households with incomes at or below 120% of median income; and,

WHEREAS, The City Manager is the certifying officer for all HUD reports and transactions.

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 hereby approves the attached 2018-2019 Program Year Consolidated Annual Performance and Evaluation Report (CAPER), and authorizes the City Manager to submit the same to HUD on behalf of the City of Merced.

///

///

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1

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:



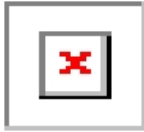
City Attorney

7/24/2019

Date

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Attachment 2. PR 03 - CDBG Activity Summary Report for Program Year 2018



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 1

PGM Year: 2012
 Project: 0009 - ECONOMIC DEVELOPMENT
 IDIS Activity: 998 - ECONOMIC DEVELOPMENT

Status: Open
 Location: 678 W 18th St Merced, CA 95340-4708
 Objective: Create economic opportunities
 Outcome: Availability/accessibility
 Matrix Code: ED Technical Assistance (18B) National Objective: LMA

Initial Funding Date: 11/26/2012

Description:

THIS ACTIVITY HAS BEEN DETERMINED TO NOT BE CDBG ELIGIBLE.
 MERCED CITY COUNCIL AND HUD APPROVED REVISING THE CDBG FUNDS TO AN ELIGIBLE CDBG ACTIVITY.
 (IDIS #1054) FUNDING WILL BE REVISED AS EXPENSES OCCUR TO THE WATER MAIN PROJECT - IDIS #1054

Financing

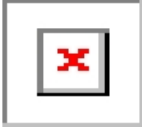
	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$54,988.91	\$0.00	\$0.00
		2012	B12MC060044		\$0.00	\$54,988.91
Total	Total			\$54,988.91	\$0.00	\$54,988.91

Proposed Accomplishments

Businesses : 1
 Total Population in Service Area: 62,733
 Census Tract Percent Low / Mod: 55.10

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2012	THIS ACTIVITY HAS BEEN DETERMINED TO NOT BE CDBG ELIGIBLE. MERCED CITY COUNCIL AND HUD APPROVED REVISING THE CDBG FUNDS TO AN ELIGIBLE CDBG ACTIVITY. (IDIS #1054) FUNDING WILL BE REVISED AS EXPENSES TO THE WATER MAIN PROJECT OCCUR. - IDIS #1054.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 2

PGM Year: 2016
 Project: 0005 - ADA Ramp and Sidewalk Modifications - City of Merced Engineering Department
 IDIS Activity: 1094 - ADA Ramp and Sidewalk Modifications #117007

Status: Completed 11/15/2018 12:00:00 AM Objective: Create suitable living environments
 Location: 678 W 18th St Merced, CA 95340-4708 Outcome: Availability/accessibility
 Matrix Code: Sidewalks (03L) National Objective: LMA

Initial Funding Date: 04/10/2017

Description:
 The construction of twelve ADA handicap ramps including sidewalk modifications.
 Financing

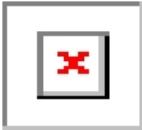
	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060044	\$62,238.92	\$0.00	\$62,238.92
		2016	B16MC060044	\$69,777.39	\$0.00	\$69,777.39
	PI			\$6,350.82	\$573.35	\$6,350.82
Total	Total			\$138,367.13	\$573.35	\$138,367.13

Proposed Accomplishments

Public Facilities : 12
 Total Population in Service Area: 5,070
 Census Tract Percent Low / Mod: 74.06

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2016	The construction of twelve ADA handicap ramps including sidewalk modifications. The City of Merced Engineering Department has the survey completed and drafted. The project design has been started. This activity will continue PY 17/18. This activity completed PY 17/18. This activity will continue in PY 18/19 due to final invoices being processed for payment. The project consisted of removing the existing concrete sidewalk and curb & gutter at the four corners of Q Street at 8th Street and Q Street at 9th Street. Each corner was replaced with new sidewalk, curb & gutter and wheelchair ramps with detectable warning strips. There was a total of eight intersection corners improved. Total quantities involved were: 2,315 square feet of existing concrete sidewalk removed, 280 linear feet of existing curb & gutter removed, 830 square feet of new concrete sidewalk installed, 115 linear feet of new curb & gutter installed, 1,800 square feet of new concrete handicap access ramps, and 8 detectable warning devices installed.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 3

PGM Year: 2016
 Project: 0009 - Brush with Kindness - Habitat for Humanity Stanislaus County
 IDIS Activity: 1100 - Brush with Kindness - Habitat for Humanity Stanislaus County

Status: Open Objective: Create suitable living environments
 Location: 630 Kearney Ave Modesto, CA 95350-5714 Outcome: Affordability
 Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Initial Funding Date: 06/23/2017

Description:
 Owner-occupied single family housing rehabilitation for approximately 5 homes.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060044	\$1,354.51	\$1,354.51	\$1,354.51
		2016	B16MC060044	\$223,557.51	\$145,499.92	\$145,499.92
		2018	B18MC060044	\$12,200.00	\$12,200.00	\$12,200.00
	PI			\$16,942.58	\$16,150.58	\$16,942.58
Total	Total			\$254,054.60	\$175,205.01	\$175,997.01

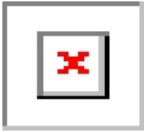
Proposed Accomplishments
 Housing Units : 5

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

PR03 - MERCED

Page: 3 of 46



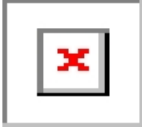
U.S. Department of Housing and Urban Development
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 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 4

Total:			0	0	0	0	0	0	0	0
Female-headed Households:			0		0		0			
Income Category:	Owner	Renter	Total		Person					
Extremely Low	0	0	0		0					
Low Mod	0	0	0		0					
Moderate	0	0	0		0					
Non Low Moderate	0	0	0		0					
Total	0	0	0		0					
Percent Low/Mod										

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2016	Owner-occupied single family housing rehabilitation for approximately 5 homes. To be continued in PY 17/18 & PY 18/19. Some Activities are underway and will be continued PY 19/20. Completed Rehabilitation Activities: 957 Sydney Lane, 565 V Street. Continuing rehabilitation activity underway: 937 W. 5th Street. Lead Testing/Remediation: 1710 Union Avenue, 950 W. 8th Street, 1005 W. 9th Street.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 5

PGM Year: 2016
 Project: 0017 - Gateway Terrace II Apartments - Central Valley Coalition for Affordable Housing (CHDO)
 IDIS Activity: 1102 - GATEWAY TERRACE II - CVCAH (CHDO)

Status: Open Objective: Create suitable living environments
 Location: 13TH & K STREET MERCED, CA 95340 Outcome: Sustainability
 Matrix Code: Water/Sewer Improvements (03J) National Objective: LMC

Initial Funding Date: 07/20/2017

Description:
 Development of 50 units of quality affordable housing.
 Project will replace the sewer & water mains serving the project site and nearby residents located within a disadvantage census tract.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$38,656.62	\$0.00	\$0.00
		2014	B14MC060044		\$38,656.62	\$38,656.62
		2015	B15MC060044	\$406,051.38	\$269,256.78	\$269,256.78
Total	Total			\$444,708.00	\$307,913.40	\$307,913.40

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0



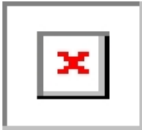
U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 6

Female-headed Households:	0	0	0
Income Category:			
	Owner	Renter	Total
Extremely Low	0	0	0
Low Mod	0	0	0
Moderate	0	0	0
Non Low Moderate	0	0	0
Total	0	0	0
Percent Low/Mod			

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Development of 50 units of quality affordable housing. Project will replace the sewer & water mains serving the project site and nearby residents located within a disadvantage census tract. The apartment complex consists of 49 affordable units and 1 manager unit of new construction multi-family housing located on K Street between W. 12th & W. 13th Streets. The site has been graded and is ready for new construction. 100% of the units will be rent-restricted for qualified residents with incomes ranging from 50%-60% of the area median income for a 55-year affordability period. We are also anticipating more than 10 HUD-Veterans Affairs Supportive Housing (HUD-VASH) vouchers and 38 HUD Project Based Vouchers (PBVs) committed to the project. This activity is projected to be completed by the Fall of 2021.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 7

PGM Year: 2017
 Project: 0001 - Administrative Costs FY 2017/18
 IDIS Activity: 1106 - Direct Administration Expenses

Status: Completed 7/31/2018 12:00:00 AM
 Location: ,
 Objective:
 Outcome:
 Matrix Code: General Program Administration (21A) National Objective:

Initial Funding Date: 11/01/2017

Description:
 Funding for administration expenses related to the operation of the City of Merced Housing Division.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	\$41,581.04	\$0.00	\$41,581.04
	PI			\$49,299.00	\$0.00	\$49,299.00
Total	Total			\$90,880.04	\$0.00	\$90,880.04

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 8

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 9

PGM Year: 2017
 Project: 0017 - Rental Deposit Assistance - Merced Rescue Mission
 IDIS Activity: 1108 - Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program
 Status: Completed 11/14/2018 12:00:00 AM Objective: Create suitable living environments
 Location: 527 W 20th St Merced, CA 95340-3715 Outcome: Affordability
 Matrix Code: Subsistence Payment (05Q) National Objective: LMC

Initial Funding Date: 01/11/2018

Description:
 Provide Rental Deposit Assistance to homeless individuals.
 The rental deposits aid eligible households with the ability to obtain the necessary housing to get off the streets.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	\$9,048.11	\$0.00	\$9,048.11
	PI			\$8,753.00	\$300.00	\$8,753.00
Total	Total			\$17,801.11	\$300.00	\$17,801.11

Proposed Accomplishments

People (General) : 25

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	12	0
Black/African American:	0	0	0	0	0	0	3	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	1
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	1	0
Other multi-racial:	0	0	0	0	0	0	5	5
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	22	6



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 10

Female-headed Households:			0	0	0
Income Category:					
	Owner	Renter	Total	Person	
Extremely Low	0	0	0	13	
Low Mod	0	0	0	9	
Moderate	0	0	0	0	
Non Low Moderate	0	0	0	0	
Total	0	0	0	22	
Percent Low/Mod				100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Provide Rental Deposit Assistance to homeless individuals. The rental deposits aid eligible households with the ability to obtain the necessary housing to get off the streets. Activity is completed and final invoices are being processed. Activity will be closed in PY 18/19.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 11

PGM Year: 2017
 Project: 0010 - Youth I Can - Symple Equazion
 IDIS Activity: 1111 - Symple Equazion - Youth I Can Program

Status: Completed 11/14/2018 12:00:00 AM Objective: Create suitable living environments
 Location: 1040 Canal St Merced, CA 95341-6063 Outcome: Sustainability
 Matrix Code: Youth Services (05D) National Objective: LMC

Initial Funding Date: 01/11/2018

Description:
 To provide after school educational programs for the youth in our community.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	\$6,120.96	\$3,015.96	\$6,120.96
	PI			\$6,865.61	\$6,865.61	\$6,865.61
Total	Total			\$12,986.57	\$9,881.57	\$12,986.57

Proposed Accomplishments

People (General) : 35

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	3	0
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	9	7
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	14	7
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 11 of 46



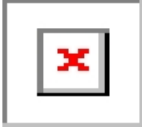
U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 12

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	12
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	14
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Funding used to provide after school educational programs for the youth in our community. Over the PY participants have been placed on Merced County Supervisor Discretionary Funds Committee. Channel ABC 30 Youth Advisory Council and one participant has been employed over the summer 2018 with the City of Merced Parks & Recreation Department. Activity is completed and final invoices are being processed. Activity will be closed in PY 18/19.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 13

PGM Year: 2017
 Project: 0016 - Habitat for Humanity - Homeowner Rehabilitation and New Construction Program
 IDIS Activity: 1114 - Habitat for Humanity - Homeowner Rehabilitation and New Construction Program

Status: Open Objective: Create suitable living environments
 Location: 630 Kearney Ave Modesto, CA 95350-5714 Outcome: Affordability
 Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Initial Funding Date: 01/12/2018

Description:
 Provide assistance to existing Homeowners with health and safety repairs to their residence, rehabilitate existing housing assets, and construct new units on vacant currently owned by the City.

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	\$180,000.00	\$0.00	\$180,000.00
Total	Total			\$180,000.00	\$0.00	\$180,000.00

Proposed Accomplishments

Housing Units : 6

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 13 of 46



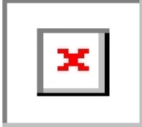
U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 14

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Funding for the purchase of supplies and materials to rehabilitate 241 E. Main Street. Once this property is rehabilitated it will be sold to a qualifying first time home buyer. Once sold the remaining accomplishments will be entered. Activity to continue PY 18/19. This property is currently under rehabilitation and will be completed PY 19/20.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 15

PGM Year: 2017
 Project: 0007 - Employment Readiness for Victims of Domestic Violence - Valley Crisis Center
 IDIS Activity: 1116 - Valley Crisis Center - Employment Readiness for Victims of Domestic Violence

Status: Completed 7/31/2018 12:00:00 AM
 Location: 1960 P St Merced, CA 95340-3519
 Objective: Create economic opportunities
 Outcome: Sustainability
 Matrix Code: Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)
 National Objective: LMC

Initial Funding Date: 01/12/2018

Description:
 Assist low-income households to receive the necessary training to become employment ready.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	\$4,687.82	\$0.00	\$4,687.82
	PI			\$2,010.96	\$0.00	\$2,010.96
Total	Total			\$6,698.78	\$0.00	\$6,698.78

Proposed Accomplishments

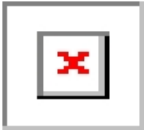
People (General) : 30

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	1	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	1
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	5	4
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	7	5
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 15 of 46



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 16

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	7
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	7
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Assist low-income households to receive the necessary training to become employment ready. This activity will continue in PY 18/19 due to final invoices being processed for payment.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 17

PGM Year: 2017
 Project: 0006 - INF-Buena Vista & G Street (Rivera School) ADA Sidewalk/Ramp Improvements-03L/LMA
 IDIS Activity: 1117 - ADA Sidewalk/Ramp Improvements #118027

Status: Open Objective: Create suitable living environments
 Location: 678 W 18th St Merced, CA 95340-4708 Outcome: Availability/accessibility
 Matrix Code: Sidewalks (03L) National Objective: LMA

Initial Funding Date: 01/12/2018

Description:

Construction of ten ADA compliant ramps along G Street to Childs to 13th Street including sidewalk modifications and two Safe Crossing bulb-outs with ADA accessible ramps at the intersection of Buena Vista Drive and the Bike Path Crossing; east of Rivera School.

Financing

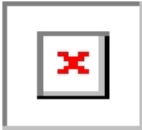
	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060044	\$33,680.56	\$33,680.56	\$33,680.56
		2017	B17MC060044	\$251,764.65	\$217,792.83	\$217,792.83
		2018	B18MC060044	\$19,337.04	\$0.00	\$0.00
	PI			\$10,634.75	\$10,253.97	\$10,634.75
Total	Total			\$315,417.00	\$261,727.36	\$262,108.14

Proposed Accomplishments

Public Facilities : 1
 Total Population in Service Area: 20,570
 Census Tract Percent Low / Mod: 53.65

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Construction of ten ADA compliant ramps along G Street to Childs to 13th Street including sidewalk modifications and two Safe Crossing bulb-outs with ADA accessible ramps at the intersection of Buena Vista Drive and the Bike Path Crossing; east of Rivera School. This Activity will be completed PY 19/20.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 18

PGM Year: 2017
 Project: 0015 - INF-West 25th & 26th Streets (John Muir School) ADA Ramp & Sidewalk Improvements-03L/LMA
 IDIS Activity: 1118 - ADA Ramps & Sidewalk Improvements #118028

Status: Open Objective: Create suitable living environments
 Location: 678 W 18th St Merced, CA 95340-4708 Outcome: Availability/accessibility
 Matrix Code: Sidewalks (03L) National Objective: LMA

Initial Funding Date: 01/12/2018

Description:

The project proposes to improve the sidewalks surrounding John Muir School. There would be two intersection bulb-outs included into the project encourage vehicular traffic to reduce speeds as they travel near the school.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060044	\$150,200.13	\$83,158.79	\$83,158.79
	PI			\$34,188.87	\$22,858.10	\$34,188.87
Total	Total			\$184,389.00	\$106,016.89	\$117,347.66

Proposed Accomplishments

Public Facilities : 1
 Total Population in Service Area: 8,145
 Census Tract Percent Low / Mod: 73.54

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	The project proposes to improve the sidewalks surrounding John Muir School. There would be two intersection bulb-outs included into the project encourage vehicular traffic to reduce speeds as they travel near the school. This project will be completed PY 19/20.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 19

PGM Year: 2017
 Project: 0022 - Merced Rescue Mission - Emergency Rapid Re-Housing (#129919)
 IDIS Activity: 1121 - Merced Rescue Mission - Emergency Rapid Re-Housing (#129919)

Status: Completed 11/15/2018 12:00:00 AM Objective: Provide decent affordable housing
 Location: 527 W 20th St Merced, CA 95340-3715 Outcome: Affordability
 Matrix Code: Subsistence Payment (05Q) National Objective: LMC

Initial Funding Date: 04/30/2018

Description:
 Emergency Rapid Re-Housing Shelter for displaced tenants living City Wide.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	\$5,404.71	\$0.00	\$5,404.71
	PI			\$2,968.35	\$0.00	\$2,968.35
Total	Total			\$8,373.06	\$0.00	\$8,373.06

Proposed Accomplishments

People (General) : 30

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	4	1
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	1
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	5	2
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 19 of 46



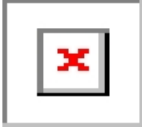
U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 20

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	5
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	5
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Emergency Rapid Re-Housing/Shelter for displaced tenants living City Wide. Activity is completed and final invoices are being processed. Activity will be closed in PY 18/19.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 21

PGM Year: 2018
 Project: 0001 - Administrative Expenses - FY 2018/19
 IDIS Activity: 1122 - Direct Housing Admin

Status: Completed 8/26/2019 12:00:00 AM
 Location: ,
 Objective:
 Outcome:
 Matrix Code: General Program Administration (21A) National Objective:

Initial Funding Date: 09/26/2018

Description:
 FUNDING FOR ADMINISTRATIVE EXPENSES RELATED TO THE OPERATION OF CITY HOUSING PROGRAMS.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$55,326.44	\$55,326.44	\$55,326.44
	PI			\$83,620.72	\$83,620.72	\$83,620.72
Total	Total			\$138,947.16	\$138,947.16	\$138,947.16

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			



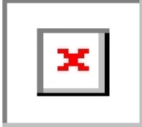
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 22

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 23

PGM Year: 2018
 Project: 0001 - Administrative Expenses - FY 2018/19
 IDIS Activity: 1123 - INDIRECT ADMIN COSTS

Status: Completed 8/1/2019 12:00:00 AM
 Location: ,

Objective:
 Outcome:
 Matrix Code: Indirect Costs (21B)

National Objective:

Initial Funding Date: 09/26/2018

Description:
 FUNDING FOR INDIRECT ADMINISTRATIVE EXPENSES RELATED TO THE OPERATION OF CITY HOUSING PROGRAMS.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$43,510.75	\$43,510.75	\$43,510.75
	PI			\$16,386.86	\$16,386.86	\$16,386.86
Total	Total			\$59,897.61	\$59,897.61	\$59,897.61

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 24

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 25

PGM Year: 2018
 Project: 0003 - Warming Center - Merced Rescue Mission
 IDIS Activity: 1124 - Merced Rescue Mission - Warming Center

Status: Completed 5/3/2019 12:00:00 AM
 Location: 527 W 20th St Merced, CA 95340-3715
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)
 National Objective: LMC

Initial Funding Date: 10/30/2018

Description:

Funding provided to assist in reimbursing Merced County Rescue Mission for labor costs, utilities, and miscellaneous expenses necessary to operate a homeless warming center within the community.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$16,000.00	\$16,000.00	\$16,000.00
Total	Total			\$16,000.00	\$16,000.00	\$16,000.00

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	115	0
Black/African American:	0	0	0	0	0	0	46	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	147	130
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	308	130
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 25 of 46



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 26

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	308
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	308
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	The Warming Center provided shelter to 308 homeless clients(239 men & 69 women)during the winter months of December 2018 - March 2019.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 27

PGM Year: 2018
 Project: 0011 - Acquisition of Property - Merced Rescue Mission
 IDIS Activity: 1125 - Merced Rescue Mission - Hope for Families

Status: Completed 6/17/2019 12:00:00 AM
 Location: To be Determined Merced, CA 95340
 Objective: Provide decent affordable housing
 Outcome: Availability/accessibility
 Matrix Code: Acquisition for Rehabilitation (14G) National Objective: LMH

Initial Funding Date: 10/30/2018

Description:
 Acquisition of property to provide permanent supportive housing for homeless families with children.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$270,011.50	\$270,011.50	\$270,011.50
Total	Total			\$270,011.50	\$270,011.50	\$270,011.50

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	1	1	1	1	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	1	1	1	1	0	0
Female-headed Households:	0		0		0			



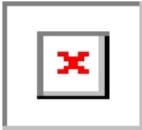
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 28

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	1	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	1	1	0
Percent Low/Mod		100.0%	100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Acquisition of property to provide permanent supportive housing for homeless families.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 29

PGM Year: 2018
 Project: 0014 - Acquisition of Property
 IDIS Activity: 1126 - Sierra Saving Grace Homeless Project

Status: Completed 6/28/2019 12:00:00 AM
 Location: 2227 F St Merced, CA 95340-3956
 Objective: Provide decent affordable housing
 Outcome: Availability/accessibility
 Matrix Code: Acquisition for Rehabilitation (14G) National Objective: LMH

Initial Funding Date: 10/30/2018

Description:
 Acquisition & Rehabilitation of property to provide housing for homeless individuals and families.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060044	\$32,184.00	\$32,184.00	\$32,184.00
		2017	B17MC060044	\$145,004.99	\$145,004.99	\$145,004.99
		2018	B18MC060044	\$63,728.67	\$63,728.67	\$63,728.67
	PI			\$34,082.34	\$34,082.34	\$34,082.34
Total	Total			\$275,000.00	\$275,000.00	\$275,000.00

Proposed Accomplishments
 Housing Units : 3

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	3	3	3	3	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

PR03 - MERCED

Page: 29 of 46



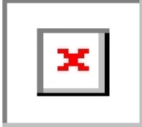
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 30

Total:			0	0	3	3	3	3	0	0
Female-headed Households:			0		2		2			
Income Category:	Owner	Renter	Total		Person					
Extremely Low	0	2	2		0					
Low Mod	0	1	1		0					
Moderate	0	0	0		0					
Non Low Moderate	0	0	0		0					
Total	0	3	3		0					
Percent Low/Mod		100.0%	100.0%							

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Acquisition and rehabilitation of property to provide housing for homeless individuals and families.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 31

PGM Year: 2018
 Project: 0005 - Kiddieland Bootcamp - Kiwanis of Greater Merced Foundation
 IDIS Activity: 1127 - Kiddie Bootcamp

Status: Completed 6/27/2019 12:00:00 AM Objective: Create suitable living environments
 Location: Bear Creek bike path merced, CA 95340 Outcome: Availability/accessibility
 Matrix Code: Child Care Services (05L) National Objective: LMC

Initial Funding Date: 10/30/2018

Description:

Kiwanis of Greater Merced Kiddie Bootcamp is a fitness program targeting children under 10 years old from low income homes. There will be a series of 4 bootcamps. The bootcamps will be 45 minutes long and consist of 20 minutes of lecture on healthy eating and 25 minutes of physical activity.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$6,029.79	\$6,029.79	\$6,029.79
Total	Total			\$6,029.79	\$6,029.79	\$6,029.79

Proposed Accomplishments

People (General) : 80

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	3	0
Black/African American:	0	0	0	0	0	0	4	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	10	10
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	17	10



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 32

Female-headed Households:	0	0	0
Income Category:	Owner	Renter	Total
Extremely Low	0	0	0
Low Mod	0	0	0
Moderate	0	0	0
Non Low Moderate	0	0	0
Total	0	0	0
Percent Low/Mod	100.0%		

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Kiwanis of Greater Merced Kiddie Bootcamp is a fitness program targeting children under 10 years old from low income homes. There was a series of 4 bootcamps. During the 4 sessions the participants were able to engage in fitness activities longer as sessions passed. The first session the participants were able to complete 3 running laps and in the last session they did 5 running laps. Also they went from 5 repetitions of every exercise to 15 repetitions. Kiwanis Club of Greater Merced is incredible proud of the program and will continue to implement it.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 33

PGM Year: 2018
 Project: 0002 - Rapid Re-Housing - Merced Rescue Mission
 IDIS Activity: 1128 - Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program

Status: Open Objective: Create suitable living environments
 Location: 527 W 20th St Merced, CA 95340-3715 Outcome: Affordability
 Matrix Code: Subsistence Payment (05Q) National Objective: LMC

Initial Funding Date: 10/30/2018

Description:
 Provide rental deposit assistance to homeless individuals.
 The rental deposits aid eligible households with the ability to obtain the necessary housing to get off the streets.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$12,196.00	\$11,258.00	\$11,258.00
	PI			\$7,804.00	\$7,804.00	\$7,804.00
Total	Total			\$20,000.00	\$19,062.00	\$19,062.00

Proposed Accomplishments

People (General) : 30

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	6	0
Black/African American:	0	0	0	0	0	0	5	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	1	1
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	11	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	23	1



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 34

Female-headed Households:			0	0	0
Income Category:	Owner	Renter	Total	Person	
Extremely Low	0	0	0	17	
Low Mod	0	0	0	6	
Moderate	0	0	0	0	
Non Low Moderate	0	0	0	0	
Total	0	0	0	23	
Percent Low/Mod				100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Provided rental deposit assistance to homeless individuals. The rental deposits aid eligible households with the ability to obtain the necessary housing to get off the streets. Last invoice will be paid and activity closed in PY 19/20.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 35

PGM Year: 2018
 Project: 0007 - Emergency Shelter Assistance - Sierra Saving Grace
 IDIS Activity: 1129 - Sierra Saving Grace - Emergency Shelter Assistance

Status: Completed 6/28/2019 12:00:00 AM Objective: Create suitable living environments
 Location: 710 W 18th St Ste 2 Suite 2 Merced, CA 95340-4629 Outcome: Affordability
 Matrix Code: Subsistence Payment (05Q) National Objective: LMC

Initial Funding Date: 10/30/2018

Description:

This project will target individuals and families at imminent risk of homelessness and those currently experiencing homelessness by providing one-time assistance in the form of arrears, rental or deposit assistance not to exceed \$1,000 per client.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$20,000.00	\$20,000.00	\$20,000.00
Total	Total			\$20,000.00	\$20,000.00	\$20,000.00

Proposed Accomplishments

People (General) : 18

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	13	12
Black/African American:	0	0	0	0	0	0	10	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	1
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	24	13
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 35 of 46



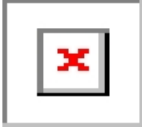
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 36

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	21
Low Mod	0	0	0	3
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	24
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	This activity assisted 24 households at imminent risk of homelessness and those currently experiencing homelessness by providing one-time assistance in the form of arrears, rental or deposit assistance not to exceed \$1,000 per client.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 37

PGM Year: 2018
 Project: 0015 - Senior Rental Assistance - Healthy House
 IDIS Activity: 1130 - Healthy House - Senior Rental Assistance

Status: Completed 6/28/2019 12:00:00 AM Objective: Provide decent affordable housing
 Location: 301 W 18th St Ste 101 Suite 101 Merced, CA 95340-4831 Outcome: Affordability
 Matrix Code: Senior Services (05A) National Objective: LMC

Initial Funding Date: 10/30/2018

Description:
 Provide one-time rental assistance and advocacy to seniors who are homeless or at imminent risk of homelessness.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$6,787.07	\$6,787.07	\$6,787.07
	PI			\$13,212.93	\$13,212.93	\$13,212.93
Total	Total			\$20,000.00	\$20,000.00	\$20,000.00

Proposed Accomplishments

People (General) : 50

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	28	0
Black/African American:	0	0	0	0	0	0	24	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	32	31
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	85	31
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 37 of 46



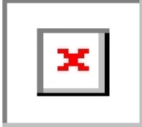
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 38

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	83
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	2
Total	0	0	0	85
Percent Low/Mod				97.6%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Provided 85 clients with one-time rental assistance and advocacy to seniors who are homeless or at imminent risk of homelessness.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 39

PGM Year: 2018
 Project: 0006 - PS -Neighborhood Clean-up - Restore Merced -05V/LMA
 IDIS Activity: 1131 - Restore Merced / Neighborhood Clean-up

Status: Completed 6/26/2019 5:40:33 PM Objective: Create suitable living environments
 Location: 419 W 19th St Merced, CA 95340-4807 Outcome: Sustainability
 Matrix Code: Neighborhood Cleanups (05V) National Objective: LMA

Initial Funding Date: 11/14/2018

Description:

To perform various cleanups along creeks and downtown neighborhoods within the community.
 The organization will provide job training and wrap-around services to approximately 5 homeless individuals whom will be the ones performing the actual clean-up tasks.

Financing

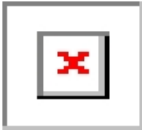
	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$42,312.49	\$42,312.49	\$42,312.49
	PI			\$17,687.51	\$17,687.51	\$17,687.51
Total	Total			\$60,000.00	\$60,000.00	\$60,000.00

Proposed Accomplishments

People (General) : 5
 Total Population in Service Area: 9,715
 Census Tract Percent Low / Mod: 67.78

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Work experience was provided to 12 individuals over the course of PY 18/19. In the process, 3 distinct areas of the City of Merced were cleaned on a rotation every 2 weeks. (Downtown Merced, Bear Creek, and Black Rascal Creek). So far 2 individuals have been placed into long term jobs. Job training/mentorship was provided to each person, a predictable schedule, and classroom training to supplement their work experience.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 40

PGM Year: 2018
 Project: 0020 - Continuum of Care - Collaborative Applicant - Merced County
 IDIS Activity: 1132 - Continuum of Care - Merced County

Status: Completed 6/26/2019 12:00:00 AM Objective:
 Location: , Outcome:
 Matrix Code: Planning (20) National Objective:

Initial Funding Date: 03/05/2019

Description:

The Collaborative Applicant is responsible for ensuring the Continuum of Care is implemented.
 The Continuum of Care is a group of government agencies and nonprofit organizations that work together to prevent and reduce homelessness.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$3,378.93	\$3,378.93	\$3,378.93
	PI			\$34,621.07	\$34,621.07	\$34,621.07
Total	Total			\$38,000.00	\$38,000.00	\$38,000.00

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			



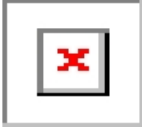
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 41

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 42

PGM Year: 2018
 Project: 0001 - Administrative Expenses - FY 2018/19
 IDIS Activity: 1133 - INDIRECT ADMIN COSTS / HOME ACTIVITIES

Status: Completed 8/1/2019 12:00:00 AM
 Location: ,
 Objective:
 Outcome:
 Matrix Code: HOME Admin/Planning Costs of PJ (21H)
 National Objective:

Initial Funding Date: 04/11/2019

Description:
 FUNDING FOR INDIRECT ADMINISTRATIVE EXPENSES RELATED TO THE OPERATION OF HOME PROGRAM ACTIVITIES.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$30,117.94	\$30,117.94	\$30,117.94
Total	Total			\$30,117.94	\$30,117.94	\$30,117.94

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			

Income Category:

	Owner	Renter	Total	Person
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PR03 - MERCED

Page: 42 of 46



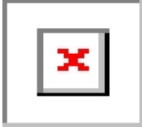
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 43

Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 44

PGM Year: 2018
 Project: 0004 - PS - Fair Housing Services - Project Sentinel - 05J/LMC
 IDIS Activity: 1134 - Project Sentinel / Fair Housing Services

Status: Open Objective: Create suitable living environments
 Location: Address Suppressed Outcome: Availability/accessibility
 Matrix Code: Fair Housing Activities (if CDBG, then subject to 15% cap) (05J) National Objective: LMC

Initial Funding Date: 05/16/2019

Description:

Provide Fair Housing services that promote fairness and equality of housing opportunity for all and to advocate peaceful resolution of disputes for community welfare and harmony.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$30,000.00	\$0.00	\$0.00
Total	Total			\$30,000.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 68

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	4	3
Black/African American:	0	0	0	0	0	0	1	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	5	3
Female-headed Households:	0		0		0			



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 45

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	5
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	5
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Fair Housing Services will be completed FY 19/20 due to waiting for final reports and invoice. Provide Fair Housing services that promote fairness and equality of housing opportunity for all and to advocate peaceful resolution of disputes for community welfare and harmony. Served 5 households with case investigations, 52 residents through their information, and housing providers. In total 99 people were served through this program in FY 18/19. To supplement their efforts and spread awareness of fair housing rights and available protections, they mailed 4,183 households in the City of Merced information on their fair housing services. Also distributed 785 brochures on common fair housing topics throughout the City, at locations such as the library, City Hall, Merced College, the Court Self-Help Center, the Valley Crisis Center, Catholic Charities, and other community organizations. Also developed new educational materials in response to community questions on retaliation protections and national origin discrimination.	



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 46

Total Funded Amount:	\$2,692,668.20
Total Drawn Thru Program Year:	\$2,326,527.81
Total Drawn In Program Year:	\$1,814,683.58

Attachment 3. HOME Match and APR Report – 2018

HOME Match Report

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB's Approval No. 2506-0171
(Exp. 12/31/2012)

Part I Participant Identification 1. Participant No. (assigned by HUD): <u>MC060227</u> 2. Name of participating jurisdiction: <u>CITY OF MERCED</u> 3. Address of the participating jurisdiction: <u>618 W. 18TH STREET</u> 4. City: <u>MERCED</u> 5. State: <u>CA</u> 6. ZIP Code: <u>95320</u>		Match Contributions for Federal Fiscal Year (yyyy) <u>2018</u> 3. Name of Contact (person completing this report): <u>DAVIN MENDOZA</u> 4. Contact Phone Number (include area code): <u>209-383-6983</u>						
Part II Fiscal Year Summary Excess match from prior Federal fiscal year: \$ _____ Match contributed during current Federal fiscal year (see Part III.1.): \$ <u>25,393,312.00</u> Total match available for current Federal fiscal year* (line 1 + line 2): \$ <u>25,393,312.00</u> Match liability for current Federal fiscal year: \$ _____ Excess match carried over to next Federal fiscal year (line 3 minus line 4): \$ <u>0.00</u>								
Part III Match Contribution for the Federal Fiscal Year								
1. Project No. or Other ID	2. Date of Contribution (mm/dd/yyyy)	3. Cash (non-Federal sources)	4. Foreign Loans, Fees, Charges	5. Appraised Land/Real Property	6. Required Infrastructure	7. Site Preparation, Construction Materials, Contract Labor	8. Bond Financing	9. Total Match

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor this collection of information unless it carries out one of the obligations imposed by title 28 of the United States Code. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, Paperwork Project (0172-0188), Washington, DC 20543-0188.

The HOME is able to process a large amount of data collection and reporting requirements. It includes information on eligible properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in meeting HUD to determine whether each participant meets the HOME eligibility requirements; 2) to permit HUD to determine whether each participant meets the HOME eligibility requirements; 3) to permit HUD to determine whether each participant meets the HOME eligibility requirements; and 4) to permit HUD to determine whether each participant meets the HOME eligibility requirements. This data collection is authorized under Title II of the Crime and Disaster Relief Act of 1993 (Public Law 103-236). Access to Federal grant funds is contingent on the reporting of this project-specific data element. Records of information collection will be maintained by the recipients of the assistance. Information on electronic and paper files of grant funds is public information and is generally available for disclosure. Applicants are responsible for ensuring compliance with all applicable laws and regulations.

Instructions for the HOME Match Report

Applicability:

The HOME Match Report is part of the HOME APR and must be filled out by every participating jurisdiction that incurred a match liability. Match liability occurs when 1995 funds (or subsequent year funds) are drawn down from the U.S. Treasury for HOME projects. A Participating Jurisdiction (PJ) may start incurring match contributions as of the beginning of Federal Fiscal Year 1993 (October 1, 1992). A jurisdiction not required to submit this report, either because it did not incur any match or because it had a full or partial reduction, may submit a HOME Match Report if it wishes. The match would count as an excess match that is carried over to subsequent years. The match reported on this form must have been contributed during the reporting period (between October 1 and September 30).

Timing:

This form is to be submitted as part of the HOME APR on or before December 31. The original is sent to the HUD Field Office. One copy is sent to the

Office of Affordable Housing Programs, CGHF, Room 7176, HUD, 451 7th Street, S.W., Washington, D.C. 20410.

The participating jurisdiction also keeps a copy.

Instructions for Part III:

- Excess match from prior Federal fiscal year:** Excess match carried over from prior Federal fiscal year.
- Match contributed during current Federal fiscal year:** The total amount of match contributions for all projects listed under Part III in column D for the Federal fiscal year.

- Total match available for current Federal fiscal year:** The sum of excess match carried over from the prior Federal fiscal year (Part II, line 1) and the total match contribution for the current Federal fiscal year (Part II, line 2). This sum is the total match available for the Federal fiscal year.

- Match liability for current Federal fiscal year:** The amount of match liability is available from HUD and is provided periodically to PJs. The match must be provided in the current year. The amount of match liability must be provided as based on the amount of HOME funds drawn from the U.S. Treasury for HOME projects. The amount of match required equals 25% of the amount drawn down for HOME projects during the Federal fiscal year. Excess match may be carried over and used to meet match liability for subsequent years (see Part II, line 5). Funds drawn down for administrative costs, HUD operating expenses, and HUD capacity building do not have to be matched. Funds drawn down for CHDO seed money and/or technical assistance loans do not have to be matched if the project does not go forward. A jurisdiction is allowed to get a partial reduction (50% of match) if it meets one of two statutory distress criteria, indicating "fiscal distress" or else a full reduction (100%) of match if it meets both criteria, indicating "severe fiscal distress."

The two criteria are poverty rate (must be equal to or greater than 12.5% of the average national family poverty rate) and per capita income (must be less than 75% of the national average per capita income to qualify for a reduction). In addition, a jurisdiction can get a full reduction if it is declared a disaster area under the Robert T. Stafford Disaster Relief and Emergency Act.

- Excess match carried over to next Federal fiscal year:** The total match available for the current Federal fiscal year (Part II, line 3) minus the match liability for the current Federal fiscal year (Part II, line 4). Excess match may be carried over and applied to future HOME project match liability.

Instructions for Part III:

- Project No. or Other ID:** "Project number" is assigned by the CMI System when the PJ makes a project set-up call. Home projects involve at least one Treasury funds. If the HOME project does not involve Treasury funds, it must be identified with "other ID" as follows: the fiscal year (last two digits only), followed by a number starting from "01" for the first non-Treasury funded project of the fiscal year, and then at least one of the following abbreviations: "SF" for project using shortfall funds, "PI" for projects using program income, and "NDX" for non-FROME-assisted affordable housing. Example: 93 01 SF 93 02 PI, 93 02 NDX, etc.

Should funds are non-HOME funds used to make up the difference between the participation threshold and the amount of HOME funds allocated to the PJ, the participation threshold requirement applies only in the PJ's first year of eligibility. §92.1021

Program income (also called "employment income") is any net income from the investment of HOME funds. This income must be deposited in the jurisdiction's HOME account to be used for HOME projects. §92.103(b)

Non-HOME-assisted affordable housing is investment in housing not assisted by HOME funds that would qualify as "affordable housing" under the HOME Program definitions. "NON" funds must be contributed in a specific project; it is not sufficient to make a contribution to an entity engaged in developing affordable housing. (§92.219(b))

2. Date of Contribution: Enter the date of contribution. Multiple entries may be made on a single line as long as the contributions were made during the current fiscal year. In such cases, if the contributions were made at different dates during the year, enter the date of the last contribution.

3. Cash: Cash contributions from non-Federal sources. This means the funds are contributed permanently to the HOME Program regardless of the form of investment the jurisdiction provides to a project. Therefore all repayment, interest, or other return on investment of the contribution must be deposited in the PJ's HOME account to be used for HOME projects. The PJ, non-Federal public entities (State/local government), private entities, and individuals can make contributions. The grant equivalent of a below-market interest rate loan to the project is eligible when the loan is not repayable or the PJ's HOME account (§92.220(a)(1)). In addition, a cash contribution can count as match if it is used for eligible costs defined under §92.266 (except administrative costs and CHDO operating expenses) or under §92.269, or for the following non-eligible costs: the value of non-Federal funds used to remove and relocate GCHO units to accommodate eligible tenants, a project reserve account for repayments, a project reserve account for unrepaid increases in operating costs, operating subsidies, or costs relating to the portion of a mixed-income or mixed-use project not related to the affordable housing units. (§92.219(c))

4. Property Taxes, Fees, Charges, Taxes, Fees, and Charges: that are normally and customarily charged but have been waived, foregone, or deferred in a manner that achieves affordability of the HOME-assisted housing. This includes State tax credits for low-income housing development. The amount of real estate taxes may be based on the

post-improvement property value. For three taxes, fees, or charges given for future years, the value is the present discounted cost value. (§92.220(c)(2))

5. Appraised Land/Real Property: The appraised value, before HOME assistance is provided and outside any debt, lien, or other encumbrance, of land or other real property not acquired with Federal resources. The appraisal must be made by an independent, certified appraiser. (§92.220(a)(3))

6. Required Infrastructure: The cost of investment not made with Federal resources, in on-site and off-site infrastructure directly acquired for HOME-assisted affordable housing. The infrastructure must have been completed no earlier than 12 months before HOME funds were committed. (§92.220(a)(4))

7. Site preparation, Construction materials, Donated labor: The reasonable value of any site-preparation and construction materials not acquired with Federal resources, and any donated or voluntary labor (§92.243) in connection with the site preparation, lot, or construction or rehabilitation of, affordable housing. The value of site-preparation and construction materials is determined in accordance with the PJ's cost estimate procedures. The value of donated or voluntary labor is determined by a single rate ("hour rate") to be published annually in the Notice Of Funding Availability (NOFA) for the HOME Program. (§92.220(b))

8. Bond Financing: Multifamily and single family project bond financing must be validly issued by a State or local government or an agency, instrumentality, or political subdivision thereof. 50% of a loan from bond proceeds made in a multifamily affordable housing project cannot count as match, 25% of a loan from bond proceeds made to a single-family affordable housing project owner can count as match. Loans from all bond proceeds, including excess bond match from prior years, may not exceed 25% of a PJ's total annual match contribution. (§92.220(a)(5)) The amount in excess of the 25% cap for bonds may carry over, and the excess will count as part of the statutory limit of up to 25% per year. Requirements regarding

bond financing as an eligible source of match will be available upon publication of the implementing regulation early in FY 1992.

9. Total Match: Total of items 1 through 8. This is the total match contribution for each project identified in Item 1.

Eligible forms of match includes:

1. Contributions made with or derived from Federal sources e.g. CDBG funds (§92.220(b)(1))
2. Interest rate subsidy attributable in the Federal tax-exemption on financing or the value attributable to Federal tax credits (§92.220(b)(2))
3. Contributions from builders, contractors or investors, including owner equity, in deals with HOME assisted projects. (§92.220(b)(3))
4. Sweat equity (§92.220(b)(4))
5. Contributions from applicants/recipients of HOME assistance. (§92.220(b)(5))
6. Fees/charges that are associated with the HOME Program only, rather than normally and customarily charged on all transactions or projects (§92.220(a)(2))
7. Administrative costs

**Annual Performance Report
HOME Program**

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB Approval No. 2506-0117
(exp. 06/30/2018)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The agencies may not conduct or sponsor a collection of information unless it displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to inform HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title I of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

This form is intended to collect program data to be aggregated nationally as a complement to data collected through the Cash and Management Information (CMI) System. Participants should enter the reporting period in the next block. The reporting period is October 1 to September 30. Instructions are included on each section if further explanation is needed.

Submit this form on or before December 31.

Send one copy to the appropriate HUD Field Office and one copy to:
HOME Program, Room 7178, 451 7th Street, S.W., Washington, D.C. 20410

This report is for period (mm/dd/yyyy)		Date Submitted (mm/dd/yyyy)
Starting	Ending	
MC060227		DAWN MENDONCA

Part I Participant Identification

1. Participant Number	2. Participant Name	3. Name of Person completing this report	4. Phone Number (Include Area Code)
		678 W. 18TH STREET	MFRCTD
		6. Address	7. State
		CA	25,393,312.00
		8. City	9. Zip Code
		95312	0.00

Part II Program Income

Enter the following program income amounts for the reporting period: in block 1, enter the balance on hand at the beginning; in block 2, enter the amount generated; in block 3, enter the amount expended; and in block 4, enter the amount for Tenant-Based Rental Assistance.

1. Balance on hand at beginning of Reporting Period	2. Amount generated during Reporting Period	3. Total amount expended during Reporting Period	4. Amount expended to Tenant-Based Rental Assistance	5. Balance on hand at end of Reporting Period (1 + 2 - 3) - 4
25,393,312.00	0.00	25,393,312.00		

Part III Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)

In the table below, indicate the number and dollar value of contracts for HOME projects completed during the reporting period.

	a. Total	b. Asian American/ Pacific Islander	Minority Business Enterprises (MBE)		e. Hispanic	f. White (non-Hispanic)
			c. Asian American/ Pacific Islander	d. Black Non-Hispanic		
A. Contracts						
1. Number						
2. Dollar Amount						
B. Sub Contracts						
1. Number						
2. Dollar Amount						
			c. MBE			
C. Contracts						
1. Number						
2. Dollar Amount						
D. Sub Contracts						
1. Number						
2. Dollar Amount						

Part IV Minority Owners of Rental Property

In the table below, indicate the number of HOME assisted rental property owners and the total dollar amount of HOME funds in these rental properties assisted during the reporting period.

	a. Total	b. Asian American or American Indian	Minority Property Owners		e. Hispanic	f. White Non-Hispanic
			c. Asian or Pacific Islander	d. Black Non-Hispanic		
1. Number						
2. Dollar Amount						

Part V Relocation and Real Property Acquisition

Indicate the number of persons displaced, the cost of relocation payments, the number of assets acquired, and the cost of acquisition. The date provided should reflect only displacements and acquisitions occurring during the reporting period.

	a. Number		b. Cost		e. Hispanic	f. White Non-Hispanic
	1. Persons	2. Cost	3. Assets	4. Cost		
1. Parcels Acquired						
2. Businesses Displaced						
3. Nonprofit Organizations Displaced						
4. Households Temporarily Relocated, not Displaced						
Households Displaced	a. Total		Minority Business Enterprises (MBE)			
		b. Asian American or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic		
5. Households Displaced - Number						
6. Households Displaced - Cost						

Attachment 4. CDBG and HOME Fiscal, Activity, and Accomplishments Reports



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Con Plan Goals and Accomplishments
 MERCED, 2015

Date: 09/04/2019
 Time: 7:55 PM
 Page: 1

Accomplishments Associated With a Single Strategic Plan Goal

Goal	Category	Funding Source & Amount	Outcome Indicator	Outcome Unit of Measure	Outcome Expected - Strategic Plan	Outcome Actual - Strategic Plan	Percent Complete	Outcome Expected - Program Year	Outcome Actual - Program Year	Percent Complete			
rehabilitate and enhance existing neighborhoods	Affordable Housing-BR/>Non-Housing Community Development-BR/>housing rehab	CDBG: \$ / HOME: \$410000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		2000	0	0.00%			
			Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	23		5	23	460.00%			
			Rental units constructed	Household Housing Unit	0	0		119	0	0.00%			
			Rental units rehabilitated	Household Housing Unit	0	1		6	1	16.67%			
			Homeowner Housing Added	Household Housing Unit	2	2	100.00%	3	0	0.00%			
			Homeowner Housing Rehabilitated	Household Housing Unit	30	2	6.67%	10	0	0.00%			
			Homeowner Housing Rehabilitated	Household Housing Unit	30	4	13.33%	0	4				
			Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	0		40	0	0.00%			
			Housing for Homeless added	Household Housing Unit	0	1		1	1	100.00%			
			Housing for People with HIV/AIDS added	Household Housing Unit	0	0		0	0				
			Other	Other	0	0		50	0	0.00%			
			Support Services	Non-Homeless Special Needs	CDBG: \$ / HOME: \$416946	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0.00%	75	0	0.00%
						Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	892	892.00%	25	434	1,736.00%
Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0				0		105	0	0.00%			
Rental units constructed	Household Housing Unit	0				0		204	0	0.00%			
Direct Financial Assistance to Homebuyers	Households Assisted	0				0		5	0	0.00%			
Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0				0		20	0	0.00%			
Homeless Person Overnight Shelter Overnight/Emergency Shelter/Transitional Housing Beds added	Persons Assisted	0				709		20	309	1,545.00%			
Homelessness Prevention	Persons Assisted	0				0		113	0	0.00%			
Housing for Homeless added	Household Housing Unit	0				0		2	0	0.00%			
Other	Other	0				0		3	0	0.00%			



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Con Plan Goals and Accomplishments
MERCED, 2015

Date: 09/04/2019
Time: 7:55 PM
Page: 2

Goal	Category	Funding Source & Amount	Outcome Indicator	Outcome Unit of Measure	Outcome Expected - Strategic Plan	Outcome Actual - Strategic Plan	Percent Complete	Outcome Expected - Program Year	Outcome Actual - Program Year	Percent Complete
Fair Housing	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	0	0.00%	100	0	0.00%
			Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	33	11.00%	0	5	
			Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		68	0	0.00%
			Other	Other	0	0		100	0	0.00%
Job Creation	Non-Housing Community Development		Jobs created/retained	Jobs	500	0	0.00%			
Public and Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		7000	0	0.00%
			Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		10000	0	0.00%
			Rental units constructed	Household Housing Unit	0	0		119	0	0.00%
			Housing for Homeless added	Household Housing Unit	0	0		11	0	0.00%
			Other	Other	3000	0	0.00%	3000	0	0.00%
NRSA Planning	Non-Housing Community Development	CDBG: \$	Other	Other	1000	0	0.00%			
Permanent Supportive Housing	Homeless	CDBG: \$ / HOME: \$	Rental units constructed	Household Housing Unit	0	0		119	0	0.00%
			Rental units rehabilitated	Household Housing Unit	7	7	100.00%			
			Homeowner Housing Added	Household Housing Unit	0	0		39	0	0.00%
			Homeowner Housing Rehabilitated	Household Housing Unit	0	0				
			Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	0		20	0	0.00%
			Homelessness Prevention	Persons Assisted	0	23		85	23	27.06%
			Housing for Homeless added	Household Housing Unit	50	0	0.00%			
						2	4.00%	2	0	0.00%

Accomplishments Associated With More Than One Strategic Plan Goal

Project Name	Activity Name	Goal Outcome Indicator	Goals	Outcome Unit of Measure	Outcome Actual - Program Year
Emergency Shelter Assistance - Sierra Saving Grace	Sierra Saving Grace - Emergency Shelter Assistance	Homelessness Prevention	Permanent Supportive Housing Support Services	Persons Assisted	7



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Con Plan Goals and Accomplishments
MERCED, 2015

Date: 09/04/2019
Time: 7:55 PM
Page: 3

Project Name	Activity Name	Goal Outcome Indicator	Goals	Outcome Unit of Measure	Outcome Actual - Program Year
PS -Neighborhood Clean-up - Restore Merced -OSV/LMA	Restore Merced / Neighborhood Clean-up	Public service activities other than Low/Moderate Income Housing Benefit	Support Services rehabilitate and enhance existing neighborhoods	Persons Assisted	9715
Rapid Re-Housing - Merced Rescue Mission	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	Homeless Person Overnight Shelter	Permanent Supportive Housing rehabilitate and enhance existing neighborhoods	Persons Assisted	0
		Homelessness Prevention	Permanent Supportive Housing rehabilitate and enhance existing neighborhoods	Persons Assisted	23
		Public service activities other than Low/Moderate Income Housing Benefit	Permanent Supportive Housing rehabilitate and enhance existing neighborhoods	Persons Assisted	23

Accomplishments Not Associated With a Strategic Plan Goal

Project Name	Activity Name	Goal Outcome Indicator	Outcome Unit of Measure	Outcome Actual - Program Year
ACQUISITION & REHABILITATION OF PERMANENT HOUSING	ACQUISITION & REHABILITATION OF DUPLEX	Homeowner Housing Rehabilitated	Household Housing Unit	0
		Rental units rehabilitated	Household Housing Unit	2
Affinity Hiking Group	Affinity Hiking Program	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	15
ALLIANCE FOR COMMUNITY TRANSFORMATIONS	Youth Trek Program	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	20
Aquisition of Property	Sierra Saving Grace Homeless Project	Homeowner Housing Rehabilitated	Household Housing Unit	0
		Housing for Homeless added	Household Housing Unit	3
		Housing for People with HIV/AIDS added	Household Housing Unit	0
		Rental units rehabilitated	Household Housing Unit	3
Ethnic Elder Transportation Assistance and Support Project	Ethnic Elder Transportation Assistance and Support Project	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	42
Homeless Pjject - SSG	SIERRA SAVING GRACE	Homeless Person Overnight Shelter	Persons Assisted	0
		Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0
		Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10
HOUSING REHAB - SINGLE FAMILY RESIDENTIAL	945 Q STREET - REHAB	Homeowner Housing Rehabilitated	Household Housing Unit	1
Warming Center - Merced County Rescue Mission	Merced County Rescue Mission	Homeless Person Overnight Shelter	Persons Assisted	204
		Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0
		Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	204
Youth I Can Program	Youth I Can Program	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	19

IDIS

Page by:

Rows: 116

Columns: 9

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(ApplyComparison("#0 = #1 and #2 and #3=#4",{[Prompted Grantee] (ID),Grantee (ID),([Prompted Grantee] = 24310:MERCED),Login (ID),"B66263"}) And ((Grant Status Code) (ID) <> "X") And (Program <> HESG:H Emergency Shelter Grant) And (Program = CDBG:Community Development Block Grant, HOME:HOME) And ((Funding Type Parent) = AD:ADMIN FUNDS, CC:CHDO CAPACITY BUILDING FUNDS, CL:CHDO LOAN, CO:CHDO OPERATING EXPENSES, CP:COMPETITIVE FUNDS, CR:CHDO RESERVE, EN:ENTITLEMENT FUNDS, HB:HOMEBUYER, HP:RECAPTURED FROM THE HOMEBUYER PROGRAM, IU:REPAYMENT TO LOCAL ACCOUNT, LA:GRANT SPECIFIC REPAYMENT TO LOCAL ACCOUNT, PA:PROGRAM INCOME ADMIN, PI:PROGRAM INCOME, RC:RECEIVABLE, RE:RECAPTURED FUNDS, RL:REVOLVING LOAN, RO:RENTAL OPERATING ASSISTANCE AND RESERVES, SF:CDBG STATE FUNDS, SI:SECTION 108 INCOME, SL:SECTION 108 LOAN GUARANTEE, SU:GENERAL SUBFUND, TA:STATE CDBG TECHNICAL ASSISTANCE)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
 PR01 - HUD Grants and Program Income

DATE: 8/30/2019
 TIME: 5:16:32 PM
 PAGE: 29

IDIS

Program	Fund Type	Grantee Name	Grantee State Code	Grant Number	Authorized Amount	Suballocated Amount	Amount Committed to Activities	Net Drawn Amount	FY YTD Net Draw Amount				
CDBG	EN	MERCED	CA	B89MC060044	\$564,000.00	\$0.00	\$564,000.00	\$564,000.00	\$0.00				
				B90MC060044	\$542,000.00	\$0.00	\$542,000.00	\$542,000.00	\$0.00				
				B91MC060044	\$605,000.00	\$0.00	\$605,000.00	\$605,000.00	\$0.00				
				B92MC060044	\$653,000.00	\$0.00	\$653,000.00	\$653,000.00	\$0.00				
				B93MC060044	\$1,103,000.00	\$0.00	\$1,103,000.00	\$1,103,000.00	\$0.00				
				B94MC060044	\$1,199,000.00	\$0.00	\$1,199,000.00	\$1,199,000.00	\$0.00				
				B95MC060044	\$1,538,000.00	\$0.00	\$1,538,000.00	\$1,538,000.00	\$0.00				
				B96MC060044	\$1,493,000.00	\$0.00	\$1,493,000.00	\$1,493,000.00	\$0.00				
				B97MC060044	\$1,468,000.00	\$0.00	\$1,468,000.00	\$1,468,000.00	\$0.00				
				B98MC060044	\$1,413,000.00	\$0.00	\$1,413,000.00	\$1,413,000.00	\$0.00				
				B99MC060044	\$1,422,000.00	\$0.00	\$1,422,000.00	\$1,422,000.00	\$0.00				
				B00MC060044	\$1,420,000.00	\$0.00	\$1,420,000.00	\$1,420,000.00	\$0.00				
				B01MC060044	\$1,471,000.00	\$0.00	\$1,471,000.00	\$1,471,000.00	\$0.00				
				B02MC060044	\$1,449,000.00	\$0.00	\$1,449,000.00	\$1,449,000.00	\$0.00				
				B03MC060044	\$1,526,000.00	\$0.00	\$1,526,000.00	\$1,526,000.00	\$0.00				
				B04MC060044	\$1,499,000.00	\$0.00	\$1,499,000.00	\$1,499,000.00	\$0.00				
				B05MC060044	\$1,421,389.00	\$0.00	\$1,421,389.00	\$1,421,389.00	\$0.00				
				B06MC060044	\$1,283,592.00	\$0.00	\$1,283,592.00	\$1,283,592.00	\$0.00				
				B07MC060044	\$1,282,099.00	\$0.00	\$1,282,099.00	\$1,282,099.00	\$0.00				
				B08MC060044	\$1,240,510.00	\$0.00	\$1,240,510.00	\$1,240,510.00	\$0.00				
				B09MC060044	\$1,255,163.00	\$0.00	\$1,255,163.00	\$1,255,163.00	\$0.00				
				B10MC060044	\$1,357,144.00	\$0.00	\$1,357,144.00	\$1,357,144.00	\$0.00				
				B11MC060044	\$1,129,761.00	\$0.00	\$1,129,761.00	\$1,129,761.00	\$0.00				
				B12MC060044	\$950,304.00	\$0.00	\$950,304.00	\$950,304.00	\$0.00				
				B13MC060044	\$940,877.00	\$0.00	\$940,877.00	\$940,877.00	\$0.00				
				B14MC060044	\$949,593.00	\$0.00	\$949,593.00	\$793,245.14	\$38,656.62				
				B15MC060044	\$923,257.00	\$0.00	\$923,257.00	\$786,462.40	\$270,611.29				
				B16MC060044	\$959,615.00	\$0.00	\$947,415.00	\$802,316.07	\$294,523.27				
				B17MC060044	\$977,648.00	\$0.00	\$977,648.00	\$943,676.18	\$365,813.78				
				B18MC060044	\$1,128,771.00	\$0.00	\$630,936.62	\$580,661.58	\$580,661.58				
				MERCED Subtotal:					\$35,164,723.00	\$0.00	\$34,654,688.62	\$34,132,200.37	\$1,550,266.54
				SL	MERCED	CA	EN Subtotal:		\$35,164,723.00	\$0.00	\$34,654,688.62	\$34,132,200.37	\$1,550,266.54
							B02MC060044	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
B02MC060044-OLD	\$4,000,000.00	\$0.00	\$0.00				\$0.00	\$0.00					
MERCED Subtotal:					\$4,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00				
SL Subtotal:					\$4,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00				
PI	MERCED	CA	B98MC060044	\$22,307.39	\$0.00	\$22,307.39	\$22,307.39	\$0.00					
			B97MC060044	\$515,404.59	\$0.00	\$515,404.59	\$515,404.59	\$0.00					

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PR01 - HUD Grants and Program Income

DATE: 8/30/2019
TIME: 5:16:32 PM
PAGE: 3/9

IDIS

Program	Fund Type	Grantee Name	Grantee State Code	Grant Number	Available to Commit	Available to Draw	Recapture Amount			
CDBG	EN	MERCED	CA	B89MC060044	\$0.00	\$0.00	\$0.00			
				B90MC060044	\$0.00	\$0.00	\$0.00			
				B91MC060044	\$0.00	\$0.00	\$0.00			
				B92MC060044	\$0.00	\$0.00	\$0.00			
				B93MC060044	\$0.00	\$0.00	\$0.00			
				B94MC060044	\$0.00	\$0.00	\$0.00			
				B95MC060044	\$0.00	\$0.00	\$0.00			
				B96MC060044	\$0.00	\$0.00	\$0.00			
				B97MC060044	\$0.00	\$0.00	\$0.00			
				B98MC060044	\$0.00	\$0.00	\$0.00			
				B99MC060044	\$0.00	\$0.00	\$0.00			
				B00MC060044	\$0.00	\$0.00	\$0.00			
				B01MC060044	\$0.00	\$0.00	\$0.00			
				B02MC060044	\$0.00	\$0.00	\$0.00			
				B03MC060044	\$0.00	\$0.00	\$0.00			
				B04MC060044	\$0.00	\$0.00	\$0.00			
				B05MC060044	\$0.00	\$0.00	\$0.00			
				B06MC060044	\$0.00	\$0.00	\$0.00			
				B07MC060044	\$0.00	\$0.00	\$0.00			
				B08MC060044	\$0.00	\$0.00	\$0.00			
				B09MC060044	\$0.00	\$0.00	\$0.00			
				B10MC060044	\$0.00	\$0.00	\$0.00			
				B11MC060044	\$0.00	\$0.00	\$0.00			
				B12MC060044	\$0.00	\$0.00	\$0.00			
				B13MC060044	\$0.00	\$0.00	\$0.00			
				B14MC060044	\$0.00	\$156,347.86	\$0.00			
				B15MC060044	\$0.00	\$136,794.60	\$0.00			
				B16MC060044	\$12,200.00	\$157,298.93	\$0.00			
				B17MC060044	\$0.00	\$33,971.82	\$0.00			
				B18MC060044	\$497,834.38	\$548,109.42	\$0.00			
				MERCED Subtotal:				\$510,034.38	\$1,032,522.63	\$0.00
				EN Subtotal:				\$510,034.38	\$1,032,522.63	\$0.00
				SL	MERCED	CA	B02MC060044	\$0.00	\$0.00	\$0.00
B02MC060044-OLD	\$4,000,000.00	\$4,000,000.00	\$0.00							
MERCED Subtotal:	\$4,000,000.00	\$4,000,000.00	\$0.00							
SL Subtotal:				\$4,000,000.00	\$4,000,000.00	\$0.00				
PI	MERCED	CA	B98MC060044	\$0.00	\$0.00	\$0.00				
			B97MC060044	\$0.00	\$0.00	\$0.00				

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
 PR01 - HUD Grants and Program Income

DATE: 8/30/2019
 TIME: 5:16:32 PM
 PAGE: 49

IDIS

Program	Fund Type	Grantee Name	Grantee State Code	Grant Number	Authorized Amount	Suballocated Amount	Amount Committed to Activities	Net Drawn Amount	FY YTD Net Draw Amount
CDBG	PI	MERCED	CA	B98MC060044	\$401,833.74	\$0.00	\$401,833.74	\$401,833.74	\$0.00
				B99MC060044	\$326,990.50	\$0.00	\$326,990.50	\$326,990.50	\$0.00
				B00MC060044	\$414,245.26	\$0.00	\$414,245.26	\$414,245.26	\$0.00
				B01MC060044	\$573,393.12	\$0.00	\$573,393.12	\$573,393.12	\$0.00
				B02MC060044	\$1,061,128.42	\$0.00	\$1,061,128.42	\$1,061,128.42	\$0.00
				B03MC060044	\$1,152,928.63	\$0.00	\$1,152,928.63	\$1,152,928.63	\$0.00
				B04MC060044	\$964,394.76	\$0.00	\$964,394.76	\$964,394.76	\$0.00
				B05MC060044	\$875,942.80	\$0.00	\$875,942.80	\$875,942.80	\$0.00
				B06MC060044	\$478,139.95	\$0.00	\$478,139.95	\$478,139.95	\$0.00
				B07MC060044	\$381,250.80	\$0.00	\$381,250.80	\$381,250.80	\$0.00
				B08MC060044	\$191,294.05	\$0.00	\$191,294.05	\$191,294.05	\$0.00
				B09MC060044	\$166,521.37	\$0.00	\$166,521.37	\$166,521.37	\$0.00
				B10MC060044	\$113,150.58	\$0.00	\$113,150.58	\$113,150.58	\$0.00
				B11MC060044	\$153,124.74	\$0.00	\$153,124.74	\$153,124.74	\$0.00
				B12MC060044	\$235,035.10	\$0.00	\$235,035.10	\$235,035.10	\$0.00
				B13MC060044	\$214,067.04	\$0.00	\$214,067.04	\$214,067.04	\$0.00
				B14MC060044	\$280,738.27	\$0.00	\$280,738.27	\$280,738.27	\$0.00
				B15MC060044	\$202,553.09	\$0.00	\$202,553.09	\$202,553.09	\$0.00
				B16MC060044	\$325,444.67	\$0.00	\$325,444.67	\$325,444.67	\$0.00
				B17MC060044	\$176,736.40	\$0.00	\$176,736.40	\$176,736.40	\$5,466.91
B18MC060044	\$234,962.12	\$0.00	\$234,962.12	\$234,962.12	\$234,962.12				
B19MC060044	\$23,988.01	\$0.00	\$23,988.01	\$23,988.01	\$23,988.01				
MERCED Subtotal:				\$9,485,575.40	\$0.00	\$9,485,575.40	\$9,485,575.40	\$264,417.04	
PI Subtotal:				\$9,485,575.40	\$0.00	\$9,485,575.40	\$9,485,575.40	\$264,417.04	
HOME	EN	MERCED	CA	M94MC060227	\$500,000.00	\$75,000.00	\$425,000.00	\$425,000.00	\$0.00
				M95MC060227	\$487,000.00	\$73,050.00	\$413,950.00	\$413,950.00	\$0.00
				M96MC060227	\$541,000.00	\$81,150.00	\$459,850.00	\$459,850.00	\$0.00
				M97MC060227	\$531,000.00	\$79,650.00	\$451,350.00	\$451,350.00	\$0.00
				M98MC060227	\$568,000.00	\$85,200.00	\$482,800.00	\$482,800.00	\$0.00
				M99MC060227	\$611,000.00	\$139,820.00	\$471,180.00	\$471,180.00	\$0.00
				M00MC060227	\$613,000.00	\$250,259.00	\$362,741.00	\$362,741.00	\$0.00
				M01MC060227	\$682,000.00	\$102,300.00	\$579,700.00	\$579,700.00	\$0.00
				M02MC060227	\$680,000.00	\$108,000.00	\$572,000.00	\$572,000.00	\$0.00
				M03MC060227	\$700,348.00	\$108,052.20	\$592,295.80	\$592,295.80	\$0.00
				M04MC060227	\$697,936.00	\$104,700.30	\$593,235.70	\$593,235.70	\$0.00
				M05MC060227	\$665,615.00	\$154,177.25	\$511,437.75	\$511,437.75	\$0.00
				M06MC060227	\$625,931.00	\$96,890.00	\$529,041.00	\$529,041.00	\$0.00
				M07MC060227	\$621,447.00	\$62,144.70	\$559,302.30	\$559,302.30	\$0.00
				M08MC060227	\$466,280.23	\$209,537.28	\$256,742.95	\$256,742.95	\$0.00

4/9

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
 PR01 - HUD Grants and Program Income

DATE: 8/30/2019
 TIME: 5:16:32 PM
 PAGE: 59

IDIS

Program	Fund Type	Grantee Name	Grantee State Code	Grant Number	Available to Commit	Available to Draw	Recapture Amount
CDBG	PI	MERCED	CA	B98MC060044	\$0.00	\$0.00	\$0.00
				B99MC060044	\$0.00	\$0.00	\$0.00
				B00MC060044	\$0.00	\$0.00	\$0.00
				B01MC060044	\$0.00	\$0.00	\$0.00
				B02MC060044	\$0.00	\$0.00	\$0.00
				B03MC060044	\$0.00	\$0.00	\$0.00
				B04MC060044	\$0.00	\$0.00	\$0.00
				B05MC060044	\$0.00	\$0.00	\$0.00
				B06MC060044	\$0.00	\$0.00	\$0.00
				B07MC060044	\$0.00	\$0.00	\$0.00
				B08MC060044	\$0.00	\$0.00	\$0.00
				B09MC060044	\$0.00	\$0.00	\$0.00
				B10MC060044	\$0.00	\$0.00	\$0.00
				B11MC060044	\$0.00	\$0.00	\$0.00
				B12MC060044	\$0.00	\$0.00	\$0.00
				B13MC060044	\$0.00	\$0.00	\$0.00
				B14MC060044	\$0.00	\$0.00	\$0.00
				B15MC060044	\$0.00	\$0.00	\$0.00
				B16MC060044	\$0.00	\$0.00	\$0.00
				B17MC060044	\$0.00	\$0.00	\$0.00
B18MC060044	\$0.00	\$0.00	\$0.00				
B19MC060044	\$0.00	\$0.00	\$0.00				
			MERCED Subtotal:		\$0.00	\$0.00	\$0.00
		PI Subtotal:			\$0.00	\$0.00	\$0.00
HOME	EN	MERCED	CA	M94MC060227	\$0.00	\$0.00	\$0.00
				M95MC060227	\$0.00	\$0.00	\$0.00
				M96MC060227	\$0.00	\$0.00	\$0.00
				M97MC060227	\$0.00	\$0.00	\$0.00
				M98MC060227	\$0.00	\$0.00	\$0.00
				M99MC060227	\$0.00	\$0.00	\$0.00
				M00MC060227	\$0.00	\$0.00	\$0.00
				M01MC060227	\$0.00	\$0.00	\$0.00
				M02MC060227	\$0.00	\$0.00	\$0.00
				M03MC060227	\$0.00	\$0.00	\$0.00
				M04MC060227	\$0.00	\$0.00	\$0.00
				M05MC060227	\$0.00	\$0.00	\$0.00
				M06MC060227	\$0.00	\$0.00	\$0.00
				M07MC060227	\$0.00	\$0.00	\$0.00
M08MC060227	\$0.00	\$0.00	\$0.00				

5/9

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
 PR01 - HUD Grants and Program Income

DATE: 8/30/2019
 TIME: 5:16:32 PM
 PAGE: 6/9

IDIS

Program	Fund Type	Grantee Name	Grantee State Code	Grant Number	Authorized Amount	Suballocated Amount	Amount Committed to Activities	Net Drawn Amount	FY YTD Net Draw Amount
HOME	EN	MERCED	CA	M09MC060227	\$667,720.00	\$169,472.00	\$498,248.00	\$498,248.00	\$0.00
				M10MC060227	\$666,386.00	\$116,303.84	\$550,082.16	\$550,082.16	\$0.00
				M11MC060227	\$588,197.00	\$149,053.70	\$439,143.30	\$439,143.30	\$0.00
				M12MC060227	\$386,355.00	\$96,588.75	\$289,766.25	\$289,766.25	\$0.00
				M13MC060227	\$354,406.00	\$88,608.70	\$265,797.30	\$265,797.30	\$0.00
				M14MC060227	\$350,123.00	\$188,883.86	\$161,239.14	\$161,239.14	\$152,711.46
				M15MC060227	\$305,810.00	\$180,581.00	\$125,229.00	\$16,309.67	\$0.00
				M16MC060227	\$329,958.00	\$181,004.00	\$148,954.00	\$0.00	\$0.00
				M17MC060227	\$332,769.00	\$244,910.00	\$54,407.58	\$11,139.65	\$11,139.65
				M18MC060227	\$520,415.00	\$129,062.25	\$0.00	\$0.00	\$0.00
				MERCED Subtotal:	\$13,492,696.23	\$3,274,398.83	\$9,793,493.23	\$9,492,351.97	\$163,851.11
		EN Subtotal:			\$13,492,696.23	\$3,274,398.83	\$9,793,493.23	\$9,492,351.97	\$163,851.11
	PI	MERCED	CA	M96MC060227	\$28,669.31	\$0.00	\$28,669.31	\$28,669.31	\$0.00
				M97MC060227	\$74,704.61	\$0.00	\$74,704.61	\$74,704.61	\$0.00
				M98MC060227	\$30,874.78	\$0.00	\$30,874.78	\$30,874.78	\$0.00
				M99MC060227	\$138,784.81	\$0.00	\$138,784.81	\$138,784.81	\$0.00
				M00MC060227	\$189,259.41	\$0.00	\$189,259.41	\$189,259.41	\$0.00
				M01MC060227	\$244,884.80	\$0.00	\$244,884.80	\$244,884.80	\$0.00
				M02MC060227	\$772,829.84	\$0.00	\$772,829.84	\$772,829.84	\$0.00
				M03MC060227	\$792,402.29	\$0.00	\$792,402.29	\$792,402.29	\$0.00
				M04MC060227	\$606,580.12	\$0.00	\$606,580.12	\$606,580.12	\$0.00
				M05MC060227	\$496,044.39	\$0.00	\$496,044.39	\$496,044.39	\$0.00
				M06MC060227	\$444,771.03	\$0.00	\$444,771.03	\$444,771.03	\$0.00
				M07MC060227	\$173,696.91	\$0.00	\$173,696.91	\$173,696.91	\$0.00
				M08MC060227	\$89,951.72	\$0.00	\$89,951.72	\$89,951.72	\$0.00
				M09MC060227	\$110,596.52	\$0.00	\$110,596.52	\$110,596.52	\$0.00
				M10MC060227	\$103,878.83	\$0.00	\$103,878.83	\$103,878.83	\$0.00
				M11MC060227	\$99,994.68	\$0.00	\$99,994.68	\$99,994.68	\$0.00
				M12MC060227	\$95,288.52	\$0.00	\$95,288.52	\$95,288.52	\$0.00
				M13MC060227	\$81,177.74	\$0.00	\$81,177.74	\$81,177.74	\$0.00
				M14MC060227	\$152,345.70	\$0.00	\$152,345.70	\$152,345.70	\$0.00
				M15MC060227	\$123,770.77	\$0.00	\$123,770.77	\$123,770.77	\$0.00
				M16MC060227	\$553,179.20	\$0.00	\$553,179.20	\$338,448.21	\$10,369.03
				M17MC060227	\$195,909.18	\$0.00	\$195,909.18	\$195,909.18	\$195,909.18
				M18MC060227	\$68,629.17	\$0.00	\$40,590.82	\$40,590.82	\$40,590.82
				M19MC060227	\$3,521.32	\$0.00	\$0.00	\$0.00	\$0.00
				MERCED Subtotal:	\$5,681,745.65	\$0.00	\$5,650,185.98	\$5,435,454.99	\$246,869.03
		PI Subtotal:			\$5,681,745.65	\$0.00	\$5,650,185.98	\$5,435,454.99	\$246,869.03

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
 PR01 - HUD Grants and Program Income

DATE: 8/30/2019
 TIME: 5:16:32 PM
 PAGE: 79

IDIS

Program	Fund Type	Grantee Name	Grantee State Code	Grant Number	Available to Commit	Available to Draw	Recapture Amount			
HOME	EN	MERCED	CA	M09MC060227	\$0.00	\$0.00	\$0.00			
				M10MC060227	\$0.00	\$0.00	\$0.00			
				M11MC060227	\$0.00	\$0.00	\$0.00			
				M12MC060227	\$0.00	\$0.00	\$0.00			
				M13MC060227	\$0.00	\$0.00	\$0.00			
				M14MC060227	\$0.00	\$0.00	\$0.00			
				M15MC060227	\$0.00	\$108,919.33	\$0.00			
				M16MC060227	\$0.00	\$148,954.00	\$0.00			
				M17MC060227	\$33,451.42	\$76,719.35	\$0.00			
				M18MC060227	\$391,352.75	\$391,352.75	\$0.00			
				MERCED Subtotal:	\$424,804.17	\$725,945.43	\$0.00			
				EN Subtotal:	\$424,804.17	\$725,945.43	\$0.00			
				PI	MERCED	CA	M96MC060227	\$0.00	\$0.00	\$0.00
							M97MC060227	\$0.00	\$0.00	\$0.00
							M98MC060227	\$0.00	\$0.00	\$0.00
							M99MC060227	\$0.00	\$0.00	\$0.00
							M00MC060227	\$0.00	\$0.00	\$0.00
							M01MC060227	\$0.00	\$0.00	\$0.00
							M02MC060227	\$0.00	\$0.00	\$0.00
M03MC060227	\$0.00	\$0.00	\$0.00							
M04MC060227	\$0.00	\$0.00	\$0.00							
M05MC060227	\$0.00	\$0.00	\$0.00							
M06MC060227	\$0.00	\$0.00	\$0.00							
M07MC060227	\$0.00	\$0.00	\$0.00							
M08MC060227	\$0.00	\$0.00	\$0.00							
M09MC060227	\$0.00	\$0.00	\$0.00							
M10MC060227	\$0.00	\$0.00	\$0.00							
M11MC060227	\$0.00	\$0.00	\$0.00							
M12MC060227	\$0.00	\$0.00	\$0.00							
M13MC060227	\$0.00	\$0.00	\$0.00							
M14MC060227	\$0.00	\$0.00	\$0.00							
M15MC060227	\$0.00	\$0.00	\$0.00							
M16MC060227	\$0.00	\$214,730.99	\$0.00							
M17MC060227	\$0.00	\$0.00	\$0.00							
M18MC060227	\$28,038.35	\$28,038.35	\$0.00							
M19MC060227	\$3,521.32	\$3,521.32	\$0.00							
MERCED Subtotal:	\$31,559.67	\$246,290.66	\$0.00							
PI Subtotal:	\$31,559.67	\$246,290.66	\$0.00							

7/9

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
 PR01 - HUD Grants and Program Income

DATE: 8/30/2019
 TIME: 5:16:32 PM
 PAGE: 8/9

IDIS

Program	Fund Type	Grantee Name	Grantee State Code	Grant Number	Authorized Amount	Suballocated Amount	Amount Committed to Activities	Net Drawn Amount	FY YTD Net Draw Amount
GRANTEE					\$67,824,740.28	\$3,274,398.83	\$59,583,943.23	\$58,545,582.73	\$2,225,403.72

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PR01 - HUD Grants and Program Income

DATE: 8/30/2019
TIME: 5:16:32 PM
PAGE: 9/9

IDIS

Program	Fund Type	Grantee Name	Grantee State Code	Grant Number	Available to Commit	Available to Draw	Recapture Amount
GRANTEE					\$4,966,398.22	\$6,004,758.72	\$0.00

9/9

IDIS - PR02

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 List of Activities By Program Year And Project
 MERCED,CA

DATE: 08-30-19
 TIME: 16:43
 PAGE: 1

REPORT FOR CPD PROGRAM CDBG, HOME
 PGM YR 2018

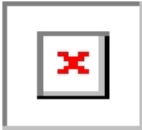
Plan Year	IDIS Project	Project	IDIS Activity ID	Activity Name	Activity Status	Program	Funded Amount	Draw Amount	Balance
2018	1	Administrative Expenses - FY 2018/19	1122	Direct Housing Admin	Completed	CDBG	\$138,947.16	\$138,947.16	\$0.00
						HOME	\$51,000.00	\$51,000.00	\$0.00
			1123	INDIRECT ADMIN COSTS	Completed	CDBG	\$59,897.61	\$59,897.61	\$0.00
						CDBG	\$30,117.94	\$30,117.94	\$0.00
		Project Total					\$279,962.71	\$279,962.71	\$0.00
	2	Rapid Re-Housing - Merced Rescue Mission	1128	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	Open	CDBG	\$20,000.00	\$19,062.00	\$938.00
		Project Total					\$20,000.00	\$19,062.00	\$938.00
	3	Warming Center - Merced Rescue Mission	1124	Merced Rescue Mission - Warming Center	Completed	CDBG	\$16,000.00	\$16,000.00	\$0.00
		Project Total					\$16,000.00	\$16,000.00	\$0.00
	4	PS - Fair Housing Services - Project Sentinel - 05J/LMC	1134	Project Sentinel / Fair Housing Services	Open	CDBG	\$30,000.00	\$0.00	\$30,000.00
		Project Total					\$30,000.00	\$0.00	\$30,000.00
	5	Kiddeiland Bootcamp - Kiwanis of Greater Merced Foundation	1127	Kidde Bootcamp	Completed	CDBG	\$6,029.79	\$6,029.79	\$0.00
		Project Total					\$6,029.79	\$6,029.79	\$0.00
	6	PS - Neighborhood Clean-up - Restore Merced - 05V/LMA	1131	Restore Merced / Neighborhood Clean-up	Completed	CDBG	\$60,000.00	\$60,000.00	\$0.00
		Project Total					\$60,000.00	\$60,000.00	\$0.00
	7	Emergency Shelter Assistance - Sierra Saving Grace	1129	Sierra Saving Grace - Emergency Shelter Assistance	Completed	CDBG	\$20,000.00	\$20,000.00	\$0.00
		Project Total					\$20,000.00	\$20,000.00	\$0.00
	11	Acquisition of Property - Merced Rescue Mission	1125	Merced Rescue Mission - Hope for Families	Completed	CDBG	\$270,011.50	\$270,011.50	\$0.00
		Project Total					\$270,011.50	\$270,011.50	\$0.00
	14	Aquisition of Property	1126	Sierra Saving Grace Homeless Project	Completed	CDBG	\$275,000.00	\$275,000.00	\$0.00
						HOME	\$236,500.00	\$236,500.00	\$0.00
		Project Total					\$511,500.00	\$511,500.00	\$0.00
	15	Senior Rental Assistance - Healthy House	1130	Healthy House - Senior Rental Assistance	Completed	CDBG	\$20,000.00	\$20,000.00	\$0.00
		Project Total					\$20,000.00	\$20,000.00	\$0.00
	20	Continuum of Care - Collaborative Applicant - Merced County	1132	Continuum of Care - Merced County	Completed	CDBG	\$38,000.00	\$38,000.00	\$0.00
		Project Total					\$38,000.00	\$38,000.00	\$0.00
		Program Total				CDBG	\$984,004.00	\$953,066.00	\$30,938.00
		2018 Total				HOME	\$287,500.00	\$287,500.00	\$0.00
		Program Grand Total				CDBG	\$1,271,504.00	\$1,240,566.00	\$30,938.00

IDIS - PR02

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 List of Activities By Program Year And Project
 MERCED,CA

DATE: 08-30-19
 TIME: 16:43
 PAGE: 2

Plan Year	IDIS Project	Project	IDIS Activity ID	Activity Name	Activity Status	Program	Funded Amount	Draw Amount	Balance
		Program Grand Total				HOME	\$287,500.00	\$287,500.00	\$0.00
		Grand Total					\$1,271,504.00	\$1,240,566.00	\$30,938.00



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 1

PGM Year: 2012
 Project: 0009 - ECONOMIC DEVELOPMENT
 IDIS Activity: 998 - ECONOMIC DEVELOPMENT

Status: Open
 Location: 678 W 18th St Merced, CA 95340-4708

Objective: Create economic opportunities
 Outcome: Availability/accessibility
 Matrix Code: ED Technical Assistance (18B)

National Objective: LMA

Initial Funding Date: 11/26/2012

Description:

THIS ACTIVITY HAS BEEN DETERMINED TO NOT BE CDBG ELIGIBLE.
 MERCED CITY COUNCIL AND HUD APPROVED REVISING THE CDBG FUNDS TO AN ELIGIBLE CDBG ACTIVITY.
 (IDIS #1054) FUNDING WILL BE REVISED AS EXPENSES OCCUR TO THE WATER MAIN PROJECT - IDIS #1054

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
		Pre-2015				
CDBG	EN			\$54,988.91	\$0.00	\$0.00
		2012	B12MC060044		\$0.00	\$54,988.91
Total	Total			\$54,988.91	\$0.00	\$54,988.91

Proposed Accomplishments

Businesses : 1
 Total Population in Service Area: 62,733
 Census Tract Percent Low / Mod: 55.10

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2012	THIS ACTIVITY HAS BEEN DETERMINED TO NOT BE CDBG ELIGIBLE. MERCED CITY COUNCIL AND HUD APPROVED REVISING THE CDBG FUNDS TO AN ELIGIBLE CDBG ACTIVITY. (IDIS #1054) FUNDING WILL BE REVISED AS EXPENSES TO THE WATER MAIN PROJECT OCCUR. - IDIS #1054.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 2

PGM Year: 2016
 Project: 0005 - ADA Ramp and Sidewalk Modifications - City of Merced Engineering Department
 IDIS Activity: 1094 - ADA Ramp and Sidewalk Modifications #117007

Status: Completed 11/15/2018 12:00:00 AM Objective: Create suitable living environments
 Location: 678 W 18th St Merced, CA 95340-4708 Outcome: Availability/accessibility
 Matrix Code: Sidewalks (03L) National Objective: LMA

Initial Funding Date: 04/10/2017

Description:
 The construction of twelve ADA handicap ramps including sidewalk modifications.
 Financing

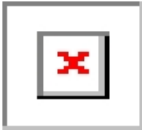
	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060044	\$62,238.92	\$0.00	\$62,238.92
		2016	B16MC060044	\$69,777.39	\$0.00	\$69,777.39
	PI			\$6,350.82	\$573.35	\$6,350.82
Total	Total			\$138,367.13	\$573.35	\$138,367.13

Proposed Accomplishments

Public Facilities : 12
 Total Population in Service Area: 5,070
 Census Tract Percent Low / Mod: 74.06

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2016	The construction of twelve ADA handicap ramps including sidewalk modifications. The City of Merced Engineering Department has the survey completed and drafted. The project design has been started. This activity will continue PY 17/18. This activity completed PY 17/18. This activity will continue in PY 18/19 due to final invoices being processed for payment. The project consisted of removing the existing concrete sidewalk and curb & gutter at the four corners of Q Street at 8th Street and Q Street at 9th Street. Each corner was replaced with new sidewalk, curb & gutter and wheelchair ramps with detectable warning strips. There was a total of eight intersection corners improved. Total quantities involved were: 2,315 square feet of existing concrete sidewalk removed, 280 linear feet of existing curb & gutter removed, 830 square feet of new concrete sidewalk installed, 115 linear feet of new curb & gutter installed, 1,800 square feet of new concrete handicap access ramps, and 8 detectable warning devices installed.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 3

PGM Year: 2016
 Project: 0009 - Brush with Kindness - Habitat for Humanity Stanislaus County
 IDIS Activity: 1100 - Brush with Kindness - Habitat for Humanity Stanislaus County

Status: Open Objective: Create suitable living environments
 Location: 630 Kearney Ave Modesto, CA 95350-5714 Outcome: Affordability
 Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Initial Funding Date: 06/23/2017

Description:
 Owner-occupied single family housing rehabilitation for approximately 5 homes.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060044	\$1,354.51	\$1,354.51	\$1,354.51
		2016	B16MC060044	\$223,557.51	\$145,499.92	\$145,499.92
		2018	B18MC060044	\$12,200.00	\$12,200.00	\$12,200.00
	PI			\$16,942.58	\$16,150.58	\$16,942.58
Total	Total			\$254,054.60	\$175,205.01	\$175,997.01

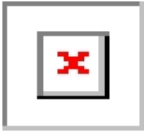
Proposed Accomplishments
 Housing Units : 5

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

PR03 - MERCED

Page: 3 of 46



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 4

Total:			0	0	0	0	0	0	0	0
Female-headed Households:			0		0		0			
Income Category:	Owner	Renter	Total		Person					
Extremely Low	0	0	0		0					
Low Mod	0	0	0		0					
Moderate	0	0	0		0					
Non Low Moderate	0	0	0		0					
Total	0	0	0		0					
Percent Low/Mod										

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2016	Owner-occupied single family housing rehabilitation for approximately 5 homes. To be continued in PY 17/18 & PY 18/19. Some Activities are underway and will be continued PY 19/20. Completed Rehabilitation Activities: 957 Sydney Lane, 565 V Street. Continuing rehabilitation activity underway: 937 W. 5th Street. Lead Testing/Remediation: 1710 Union Avenue, 950 W. 8th Street, 1005 W. 9th Street.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 5

PGM Year: 2016
 Project: 0017 - Gateway Terrace II Apartments - Central Valley Coalition for Affordable Housing (CHDO)
 IDIS Activity: 1102 - GATEWAY TERRACE II - CVCAH (CHDO)

Status: Open Objective: Create suitable living environments
 Location: 13TH & K STREET MERCED, CA 95340 Outcome: Sustainability
 Matrix Code: Water/Sewer Improvements (03J) National Objective: LMC

Initial Funding Date: 07/20/2017

Description:
 Development of 50 units of quality affordable housing.
 Project will replace the sewer & water mains serving the project site and nearby residents located within a disadvantage census tract.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$38,656.62	\$0.00	\$0.00
		2014	B14MC060044		\$38,656.62	\$38,656.62
		2015	B15MC060044	\$406,051.38	\$269,256.78	\$269,256.78
Total	Total			\$444,708.00	\$307,913.40	\$307,913.40

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0



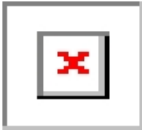
U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 6

Female-headed Households:	0	0	0
Income Category:			
	Owner	Renter	Total Person
Extremely Low	0	0	0
Low Mod	0	0	0
Moderate	0	0	0
Non Low Moderate	0	0	0
Total	0	0	0
Percent Low/Mod			

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Development of 50 units of quality affordable housing. Project will replace the sewer & water mains serving the project site and nearby residents located within a disadvantage census tract. The apartment complex consists of 49 affordable units and 1 manager unit of new construction multi-family housing located on K Street between W. 12th & W. 13th Streets. The site has been graded and is ready for new construction. 100% of the units will be rent-restricted for qualified residents with incomes ranging from 50%-60% of the area median income for a 55-year affordability period. We are also anticipating more than 10 HUD-Veterans Affairs Supportive Housing (HUD-VASH) vouchers and 38 HUD Project Based Vouchers (PBVs) committed to the project. This activity is projected to be completed by the Fall of 2021.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 7

PGM Year: 2017
 Project: 0001 - Administrative Costs FY 2017/18
 IDIS Activity: 1106 - Direct Administration Expenses

Status: Completed 7/31/2018 12:00:00 AM
 Location: ,
 Objective:
 Outcome:
 Matrix Code: General Program Administration (21A) National Objective:

Initial Funding Date: 11/01/2017

Description:
 Funding for administration expenses related to the operation of the City of Merced Housing Division.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	\$41,581.04	\$0.00	\$41,581.04
	PI			\$49,299.00	\$0.00	\$49,299.00
Total	Total			\$90,880.04	\$0.00	\$90,880.04

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			



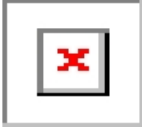
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 8

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 9

PGM Year: 2017
 Project: 0017 - Rental Deposit Assistance - Merced Rescue Mission
 IDIS Activity: 1108 - Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program
 Status: Completed 11/14/2018 12:00:00 AM Objective: Create suitable living environments
 Location: 527 W 20th St Merced, CA 95340-3715 Outcome: Affordability
 Matrix Code: Subsistence Payment (05Q) National Objective: LMC

Initial Funding Date: 01/11/2018

Description:
 Provide Rental Deposit Assistance to homeless individuals.
 The rental deposits aid eligible households with the ability to obtain the necessary housing to get off the streets.
 Financing

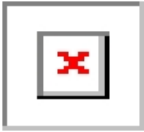
	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	\$9,048.11	\$0.00	\$9,048.11
	PI			\$8,753.00	\$300.00	\$8,753.00
Total	Total			\$17,801.11	\$300.00	\$17,801.11

Proposed Accomplishments

People (General) : 25

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	12	0
Black/African American:	0	0	0	0	0	0	3	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	1
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	1	0
Other multi-racial:	0	0	0	0	0	0	5	5
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	22	6



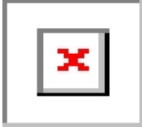
U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 10

Female-headed Households:			0	0	0
Income Category:	Owner	Renter	Total	Person	
Extremely Low	0	0	0	13	
Low Mod	0	0	0	9	
Moderate	0	0	0	0	
Non Low Moderate	0	0	0	0	
Total	0	0	0	22	
Percent Low/Mod				100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Provide Rental Deposit Assistance to homeless individuals. The rental deposits aid eligible households with the ability to obtain the necessary housing to get off the streets. Activity is completed and final invoices are being processed. Activity will be closed in PY 18/19.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 11

PGM Year: 2017
 Project: 0010 - Youth I Can - Symple Equazion
 IDIS Activity: 1111 - Symple Equazion - Youth I Can Program

Status: Completed 11/14/2018 12:00:00 AM Objective: Create suitable living environments
 Location: 1040 Canal St Merced, CA 95341-6063 Outcome: Sustainability
 Matrix Code: Youth Services (05D) National Objective: LMC

Initial Funding Date: 01/11/2018

Description:
 To provide after school educational programs for the youth in our community.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	\$6,120.96	\$3,015.96	\$6,120.96
	PI			\$6,865.61	\$6,865.61	\$6,865.61
Total	Total			\$12,986.57	\$9,881.57	\$12,986.57

Proposed Accomplishments

People (General) : 35

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	3	0
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	9	7
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	14	7
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 11 of 46



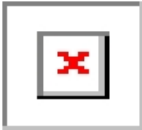
U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 12

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	12
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	14
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Funding used to provide after school educational programs for the youth in our community. Over the PY participants have been placed on Merced County Supervisor Discretionary Funds Committee. Channel ABC 30 Youth Advisory Council and one participant has been employed over the summer 2018 with the City of Merced Parks & Recreation Department. Activity is completed and final invoices are being processed. Activity will be closed in PY 18/19.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 13

PGM Year: 2017
 Project: 0016 - Habitat for Humanity - Homeowner Rehabilitation and New Construction Program
 IDIS Activity: 1114 - Habitat for Humanity - Homeowner Rehabilitation and New Construction Program

Status: Open Objective: Create suitable living environments
 Location: 630 Kearney Ave Modesto, CA 95350-5714 Outcome: Affordability
 Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Initial Funding Date: 01/12/2018

Description:
 Provide assistance to existing Homeowners with health and safety repairs to their residence, rehabilitate existing housing assets, and construct new units on vacant currently owned by the City.

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	\$180,000.00	\$0.00	\$180,000.00
Total	Total			\$180,000.00	\$0.00	\$180,000.00

Proposed Accomplishments

Housing Units : 6

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 13 of 46



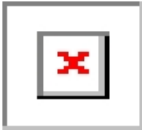
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 14

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Funding for the purchase of supplies and materials to rehabilitate 241 E. Main Street. Once this property is rehabilitated it will be sold to a qualifying first time home buyer. Once sold the remaining accomplishments will be entered. Activity to continue PY 18/19. This property is currently under rehabilitation and will be completed PY 19/20.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 15

PGM Year: 2017
 Project: 0007 - Employment Readiness for Victims of Domestic Violence - Valley Crisis Center
 IDIS Activity: 1116 - Valley Crisis Center - Employment Readiness for Victims of Domestic Violence

Status: Completed 7/31/2018 12:00:00 AM
 Location: 1960 P St Merced, CA 95340-3519
 Objective: Create economic opportunities
 Outcome: Sustainability
 Matrix Code: Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)
 National Objective: LMC

Initial Funding Date: 01/12/2018

Description:
 Assist low-income households to receive the necessary training to become employment ready.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	\$4,687.82	\$0.00	\$4,687.82
	PI			\$2,010.96	\$0.00	\$2,010.96
Total	Total			\$6,698.78	\$0.00	\$6,698.78

Proposed Accomplishments

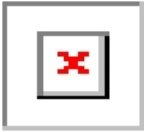
People (General) : 30

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	1	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	1
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	5	4
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	7	5
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 15 of 46



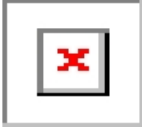
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 16

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	7
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	7
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Assist low-income households to receive the necessary training to become employment ready. This activity will continue in PY 18/19 due to final invoices being processed for payment.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 17

PGM Year: 2017
 Project: 0006 - INF-Buena Vista & G Street (Rivera School) ADA Sidewalk/Ramp Improvements-03L/LMA
 IDIS Activity: 1117 - ADA Sidewalk/Ramp Improvements #118027

Status: Open Objective: Create suitable living environments
 Location: 678 W 18th St Merced, CA 95340-4708 Outcome: Availability/accessibility
 Matrix Code: Sidewalks (03L) National Objective: LMA

Initial Funding Date: 01/12/2018

Description:

Construction of ten ADA compliant ramps along G Street to Childs to 13th Street including sidewalk modifications and two Safe Crossing bulb-outs with ADA accessible ramps at the intersection of Buena Vista Drive and the Bike Path Crossing; east of Rivera School.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060044	\$33,680.56	\$33,680.56	\$33,680.56
		2017	B17MC060044	\$251,764.65	\$217,792.83	\$217,792.83
		2018	B18MC060044	\$19,337.04	\$0.00	\$0.00
	PI			\$10,634.75	\$10,253.97	\$10,634.75
Total	Total			\$315,417.00	\$261,727.36	\$262,108.14

Proposed Accomplishments

Public Facilities : 1
 Total Population in Service Area: 20,570
 Census Tract Percent Low / Mod: 53.65

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Construction of ten ADA compliant ramps along G Street to Childs to 13th Street including sidewalk modifications and two Safe Crossing bulb-outs with ADA accessible ramps at the intersection of Buena Vista Drive and the Bike Path Crossing; east of Rivera School. This Activity will be completed PY 19/20.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 18

PGM Year: 2017
 Project: 0015 - INF-West 25th & 26th Streets (John Muir School) ADA Ramp & Sidewalk Improvements-03L/LMA
 IDIS Activity: 1118 - ADA Ramps & Sidewalk Improvements #118028

Status: Open Objective: Create suitable living environments
 Location: 678 W 18th St Merced, CA 95340-4708 Outcome: Availability/accessibility
 Matrix Code: Sidewalks (03L) National Objective: LMA

Initial Funding Date: 01/12/2018

Description:

The project proposes to improve the sidewalks surrounding John Muir School. There would be two intersection bulb-outs included into the project encourage vehicular traffic to reduce speeds as they travel near the school.

Financing

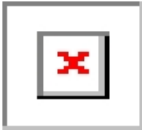
	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060044	\$150,200.13	\$83,158.79	\$83,158.79
	PI			\$34,188.87	\$22,858.10	\$34,188.87
Total	Total			\$184,389.00	\$106,016.89	\$117,347.66

Proposed Accomplishments

Public Facilities : 1
 Total Population in Service Area: 8,145
 Census Tract Percent Low / Mod: 73.54

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	The project proposes to improve the sidewalks surrounding John Muir School. There would be two intersection bulb-outs included into the project encourage vehicular traffic to reduce speeds as they travel near the school. This project will be completed PY 19/20.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 19

PGM Year: 2017
 Project: 0022 - Merced Rescue Mission - Emergency Rapid Re-Housing (#129919)
 IDIS Activity: 1121 - Merced Rescue Mission - Emergency Rapid Re-Housing (#129919)

Status: Completed 11/15/2018 12:00:00 AM Objective: Provide decent affordable housing
 Location: 527 W 20th St Merced, CA 95340-3715 Outcome: Affordability
 Matrix Code: Subsistence Payment (05Q) National Objective: LMC

Initial Funding Date: 04/30/2018

Description:
 Emergency Rapid Re-Housing Shelter for displaced tenants living City Wide.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060044	\$5,404.71	\$0.00	\$5,404.71
	PI			\$2,968.35	\$0.00	\$2,968.35
Total	Total			\$8,373.06	\$0.00	\$8,373.06

Proposed Accomplishments

People (General) : 30

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	4	1
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	1
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	5	2
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 19 of 46



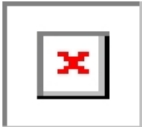
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 20

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	5
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	5
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2017	Emergency Rapid Re-Housing/Shelter for displaced tenants living City Wide. Activity is completed and final invoices are being processed. Activity will be closed in PY 18/19.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 21

PGM Year: 2018
 Project: 0001 - Administrative Expenses - FY 2018/19
 IDIS Activity: 1122 - Direct Housing Admin

Status: Completed 8/26/2019 12:00:00 AM
 Location: ,
 Objective:
 Outcome:
 Matrix Code: General Program Administration (21A) National Objective:

Initial Funding Date: 09/26/2018

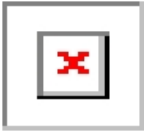
Description:
 FUNDING FOR ADMINISTRATIVE EXPENSES RELATED TO THE OPERATION OF CITY HOUSING PROGRAMS.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$55,326.44	\$55,326.44	\$55,326.44
	PI			\$83,620.72	\$83,620.72	\$83,620.72
Total	Total			\$138,947.16	\$138,947.16	\$138,947.16

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			



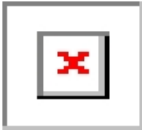
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 22

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 23

PGM Year: 2018
 Project: 0001 - Administrative Expenses - FY 2018/19
 IDIS Activity: 1123 - INDIRECT ADMIN COSTS

Status: Completed 8/1/2019 12:00:00 AM
 Location: ,

Objective:
 Outcome:
 Matrix Code: Indirect Costs (21B)

National Objective:

Initial Funding Date: 09/26/2018

Description:
 FUNDING FOR INDIRECT ADMINISTRATIVE EXPENSES RELATED TO THE OPERATION OF CITY HOUSING PROGRAMS.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$43,510.75	\$43,510.75	\$43,510.75
	PI			\$16,386.86	\$16,386.86	\$16,386.86
Total	Total			\$59,897.61	\$59,897.61	\$59,897.61

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			



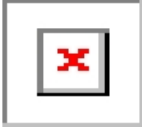
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 24

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 25

PGM Year: 2018
 Project: 0003 - Warming Center - Merced Rescue Mission
 IDIS Activity: 1124 - Merced Rescue Mission - Warming Center

Status: Completed 5/3/2019 12:00:00 AM
 Location: 527 W 20th St Merced, CA 95340-3715
 Objective: Create suitable living environments
 Outcome: Availability/accessibility
 Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)
 National Objective: LMC

Initial Funding Date: 10/30/2018

Description:

Funding provided to assist in reimbursing Merced County Rescue Mission for labor costs, utilities, and miscellaneous expenses necessary to operate a homeless warming center within the community.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$16,000.00	\$16,000.00	\$16,000.00
Total	Total			\$16,000.00	\$16,000.00	\$16,000.00

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	115	0
Black/African American:	0	0	0	0	0	0	46	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	147	130
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	308	130
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 25 of 46



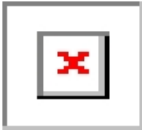
U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 26

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	308
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	308
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	The Warming Center provided shelter to 308 homeless clients(239 men & 69 women)during the winter months of December 2018 - March 2019.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 27

PGM Year: 2018
 Project: 0011 - Acquisition of Property - Merced Rescue Mission
 IDIS Activity: 1125 - Merced Rescue Mission - Hope for Families

Status: Completed 6/17/2019 12:00:00 AM
 Location: To be Determined Merced, CA 95340
 Objective: Provide decent affordable housing
 Outcome: Availability/accessibility
 Matrix Code: Acquisition for Rehabilitation (14G) National Objective: LMH

Initial Funding Date: 10/30/2018

Description:
 Acquisition of property to provide permanent supportive housing for homeless families with children.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$270,011.50	\$270,011.50	\$270,011.50
Total	Total			\$270,011.50	\$270,011.50	\$270,011.50

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	1	1	1	1	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	1	1	1	1	0	0
Female-headed Households:	0		0		0			



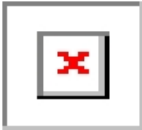
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 28

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	1	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	1	1	0
Percent Low/Mod		100.0%	100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Acquisition of property to provide permanent supportive housing for homeless families.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 29

PGM Year: 2018
 Project: 0014 - Acquisition of Property
 IDIS Activity: 1126 - Sierra Saving Grace Homeless Project

Status: Completed 6/28/2019 12:00:00 AM
 Location: 2227 F St Merced, CA 95340-3956
 Objective: Provide decent affordable housing
 Outcome: Availability/accessibility
 Matrix Code: Acquisition for Rehabilitation (14G) National Objective: LMH

Initial Funding Date: 10/30/2018

Description:
 Acquisition & Rehabilitation of property to provide housing for homeless individuals and families.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060044	\$32,184.00	\$32,184.00	\$32,184.00
		2017	B17MC060044	\$145,004.99	\$145,004.99	\$145,004.99
		2018	B18MC060044	\$63,728.67	\$63,728.67	\$63,728.67
	PI			\$34,082.34	\$34,082.34	\$34,082.34
Total	Total			\$275,000.00	\$275,000.00	\$275,000.00

Proposed Accomplishments
 Housing Units : 3

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	3	3	3	3	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

PR03 - MERCED

Page: 29 of 46



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 30

Total:			0	0	3	3	3	3	0	0
Female-headed Households:			0		2		2			
Income Category:	Owner	Renter	Total		Person					
Extremely Low	0	2	2		0					
Low Mod	0	1	1		0					
Moderate	0	0	0		0					
Non Low Moderate	0	0	0		0					
Total	0	3	3		0					
Percent Low/Mod		100.0%	100.0%							

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Acquisition and rehabilitation of property to provide housing for homeless individuals and families.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 31

PGM Year: 2018
 Project: 0005 - Kiddieland Bootcamp - Kiwanis of Greater Merced Foundation
 IDIS Activity: 1127 - Kiddie Bootcamp

Status: Completed 6/27/2019 12:00:00 AM Objective: Create suitable living environments
 Location: Bear Creek bike path merced, CA 95340 Outcome: Availability/accessibility
 Matrix Code: Child Care Services (05L) National Objective: LMC

Initial Funding Date: 10/30/2018

Description:

Kiwanis of Greater Merced Kiddie Bootcamp is a fitness program targeting children under 10 years old from low income homes. There will be a series of 4 bootcamps. The bootcamps will be 45 minutes long and consist of 20 minutes of lecture on healthy eating and 25 minutes of physical activity.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$6,029.79	\$6,029.79	\$6,029.79
Total	Total			\$6,029.79	\$6,029.79	\$6,029.79

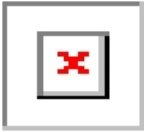
Proposed Accomplishments

People (General) : 80

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	3	0
Black/African American:	0	0	0	0	0	0	4	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	10	10
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	17	10



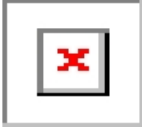
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 32

Female-headed Households:	0	0	0	
Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	10
Low Mod	0	0	0	7
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	17
Percent Low/Mod	100.0%			

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Kiwanis of Greater Merced Kiddie Bootcamp is a fitness program targeting children under 10 years old from low income homes. There was a series of 4 bootcamps. During the 4 sessions the participants were able to engage in fitness activities longer as sessions passed. The first session the participants were able to complete 3 running laps and in the last session they did 5 running laps. Also they went from 5 repetitions of every exercise to 15 repetitions. Kiwanis Club of Greater Merced is incredible proud of the program and will continue to implement it.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 33

PGM Year: 2018
 Project: 0002 - Rapid Re-Housing - Merced Rescue Mission
 IDIS Activity: 1128 - Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program

Status: Open Objective: Create suitable living environments
 Location: 527 W 20th St Merced, CA 95340-3715 Outcome: Affordability
 Matrix Code: Subsistence Payment (05Q) National Objective: LMC

Initial Funding Date: 10/30/2018

Description:
 Provide rental deposit assistance to homeless individuals.
 The rental deposits aid eligible households with the ability to obtain the necessary housing to get off the streets.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$12,196.00	\$11,258.00	\$11,258.00
	PI			\$7,804.00	\$7,804.00	\$7,804.00
Total	Total			\$20,000.00	\$19,062.00	\$19,062.00

Proposed Accomplishments

People (General) : 30

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	6	0
Black/African American:	0	0	0	0	0	0	5	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	1	1
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	11	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	23	1



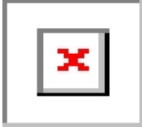
U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 34

Female-headed Households:			0	0	0
Income Category:					
	Owner	Renter	Total	Person	
Extremely Low	0	0	0	17	
Low Mod	0	0	0	6	
Moderate	0	0	0	0	
Non Low Moderate	0	0	0	0	
Total	0	0	0	23	
Percent Low/Mod				100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Provided rental deposit assistance to homeless individuals. The rental deposits aid eligible households with the ability to obtain the necessary housing to get off the streets. Last invoice will be paid and activity closed in PY 19/20.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 35

PGM Year: 2018
 Project: 0007 - Emergency Shelter Assistance - Sierra Saving Grace
 IDIS Activity: 1129 - Sierra Saving Grace - Emergency Shelter Assistance

Status: Completed 6/28/2019 12:00:00 AM Objective: Create suitable living environments
 Location: 710 W 18th St Ste 2 Suite 2 Merced, CA 95340-4629 Outcome: Affordability
 Matrix Code: Subsistence Payment (05Q) National Objective: LMC

Initial Funding Date: 10/30/2018

Description:

This project will target individuals and families at imminent risk of homelessness and those currently experiencing homelessness by providing one-time assistance in the form of arrears, rental or deposit assistance not to exceed \$1,000 per client.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$20,000.00	\$20,000.00	\$20,000.00
Total	Total			\$20,000.00	\$20,000.00	\$20,000.00

Proposed Accomplishments

People (General) : 18

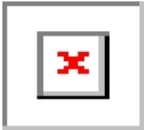
Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	13	12
Black/African American:	0	0	0	0	0	0	10	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	1
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	24	13
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 35 of 46



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 36

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	21
Low Mod	0	0	0	3
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	24
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	This activity assisted 24 households at imminent risk of homelessness and those currently experiencing homelessness by providing one-time assistance in the form of arrears, rental or deposit assistance not to exceed \$1,000 per client.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 37

PGM Year: 2018
 Project: 0015 - Senior Rental Assistance - Healthy House
 IDIS Activity: 1130 - Healthy House - Senior Rental Assistance

Status: Completed 6/28/2019 12:00:00 AM Objective: Provide decent affordable housing
 Location: 301 W 18th St Ste 101 Suite 101 Merced, CA 95340-4831 Outcome: Affordability
 Matrix Code: Senior Services (05A) National Objective: LMC

Initial Funding Date: 10/30/2018

Description:
 Provide one-time rental assistance and advocacy to seniors who are homeless or at imminent risk of homelessness.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$6,787.07	\$6,787.07	\$6,787.07
	PI			\$13,212.93	\$13,212.93	\$13,212.93
Total	Total			\$20,000.00	\$20,000.00	\$20,000.00

Proposed Accomplishments

People (General) : 50

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	28	0
Black/African American:	0	0	0	0	0	0	24	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	32	31
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	85	31
Female-headed Households:	0		0		0			

PR03 - MERCED

Page: 37 of 46



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 38

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	83
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	2
Total	0	0	0	85
Percent Low/Mod				97.6%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Provided 85 clients with one-time rental assistance and advocacy to seniors who are homeless or at imminent risk of homelessness.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 39

PGM Year: 2018
 Project: 0006 - PS -Neighborhood Clean-up - Restore Merced -05V/LMA
 IDIS Activity: 1131 - Restore Merced / Neighborhood Clean-up

Status: Completed 6/26/2019 5:40:33 PM Objective: Create suitable living environments
 Location: 419 W 19th St Merced, CA 95340-4807 Outcome: Sustainability
 Matrix Code: Neighborhood Cleanups (05V) National Objective: LMA

Initial Funding Date: 11/14/2018

Description:

To perform various cleanups along creeks and downtown neighborhoods within the community.
 The organization will provide job training and wrap-around services to approximately 5 homeless individuals whom will be the ones performing the actual clean-up tasks.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$42,312.49	\$42,312.49	\$42,312.49
	PI			\$17,687.51	\$17,687.51	\$17,687.51
Total	Total			\$60,000.00	\$60,000.00	\$60,000.00

Proposed Accomplishments

People (General) : 5
 Total Population in Service Area: 9,715
 Census Tract Percent Low / Mod: 67.78

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Work experience was provided to 12 individuals over the course of PY 18/19. In the process, 3 distinct areas of the City of Merced were cleaned on a rotation every 2 weeks. (Downtown Merced, Bear Creek, and Black Rascal Creek). So far 2 individuals have been placed into long term jobs. Job training/mentorship was provided to each person, a predictable schedule, and classroom training to supplement their work experience.	



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 40

PGM Year: 2018
 Project: 0020 - Continuum of Care - Collaborative Applicant - Merced County
 IDIS Activity: 1132 - Continuum of Care - Merced County

Status: Completed 6/26/2019 12:00:00 AM Objective:
 Location: , Outcome:
 Matrix Code: Planning (20) National Objective:

Initial Funding Date: 03/05/2019

Description:

The Collaborative Applicant is responsible for ensuring the Continuum of Care is implemented.
 The Continuum of Care is a group of government agencies and nonprofit organizations that work together to prevent and reduce homelessness.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$3,378.93	\$3,378.93	\$3,378.93
	PI			\$34,621.07	\$34,621.07	\$34,621.07
Total	Total			\$38,000.00	\$38,000.00	\$38,000.00

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 41

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 42

PGM Year: 2018
 Project: 0001 - Administrative Expenses - FY 2018/19
 IDIS Activity: 1133 - INDIRECT ADMIN COSTS / HOME ACTIVITIES

Status: Completed 8/1/2019 12:00:00 AM
 Location: ,
 Objective:
 Outcome:
 Matrix Code: HOME Admin/Planning Costs of PJ (21H)
 National Objective:

Initial Funding Date: 04/11/2019

Description:
 FUNDING FOR INDIRECT ADMINISTRATIVE EXPENSES RELATED TO THE OPERATION OF HOME PROGRAM ACTIVITIES.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$30,117.94	\$30,117.94	\$30,117.94
Total	Total			\$30,117.94	\$30,117.94	\$30,117.94

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			

Income Category: Owner Renter Total Person

PR03 - MERCED

Page: 42 of 46



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 43

Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Activity Summary Report (GPR) for Program Year 2018
 MERCED

Date: 03-Sep-2019
 Time: 14:41
 Page: 44

PGM Year: 2018
 Project: 0004 - PS - Fair Housing Services - Project Sentinel - 05J/LMC
 IDIS Activity: 1134 - Project Sentinel / Fair Housing Services

Status: Open Objective: Create suitable living environments
 Location: Address Suppressed Outcome: Availability/accessibility
 Matrix Code: Fair Housing Activities (if CDBG, then subject to 15% cap) (05J) National Objective: LMC

Initial Funding Date: 05/16/2019

Description:

Provide Fair Housing services that promote fairness and equality of housing opportunity for all and to advocate peaceful resolution of disputes for community welfare and harmony.
 Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060044	\$30,000.00	\$0.00	\$0.00
Total	Total			\$30,000.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 68

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	4	3
Black/African American:	0	0	0	0	0	0	1	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	5	3
Female-headed Households:	0		0		0			



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 45

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	5
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	5
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2018	Fair Housing Services will be completed FY 19/20 due to waiting for final reports and invoice. Provide Fair Housing services that promote fairness and equality of housing opportunity for all and to advocate peaceful resolution of disputes for community welfare and harmony. Served 5 households with case investigations, 52 residents through their information, and housing providers. In total 99 people were served through this program in FY 18/19. To supplement their efforts and spread awareness of fair housing rights and available protections, they mailed 4,183 households in the City of Merced information on their fair housing services. Also distributed 785 brochures on common fair housing topics throughout the City, at locations such as the library, City Hall, Merced College, the Court Self-Help Center, the Valley Crisis Center, Catholic Charities, and other community organizations. Also developed new educational materials in response to community questions on retaliation protections and national origin discrimination.	



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2018
MERCED

Date: 03-Sep-2019
Time: 14:41
Page: 46

Total Funded Amount:	\$2,692,668.20
Total Drawn Thru Program Year:	\$2,326,527.81
Total Drawn In Program Year:	\$1,814,683.58

IDIS - PR05

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Drawdown Report by Project and Activity
MERCED , CA

DATE: 09-03-19
TIME: 14:54
PAGE: 1

REPORT FOR PROGRAM : CDBG, HOME
PGM YR : 2018
PROJECT : ALL
ACTIVITY : ALL

Program Year/ Project	IDIS Act ID	Activity Name	Prior Year	Voucher Number	Line Item	Voucher Status	LOCCS Send Date	Grant Year	Grant Number	Fund Type	Drawn Amount
2018 1	Administrative Expenses - FY 2018/19	1122 Direct Housing Admin		6197984	10	Completed	10/10/2018	2018	B18MC060044	PI	\$10,702.79
				6201743	2	Completed	10/24/2018	2018	B18MC060044	PI	\$5,646.59
				6220312	3	Completed	12/21/2018	2018	B18MC060044	PI	\$20,178.89
				6228890	4	Completed	1/24/2019	2018	B18MC060044	PI	\$10,906.60
				6238022	2	Completed	2/21/2019	2018	B18MC060044	PI	\$10,003.29
				6246636	3	Completed	3/20/2019	2018	B18MC060044	PI	\$8,429.74
				6255010	2	Completed	4/12/2019	2018	B18MC060044	EN	\$17,420.49
				6260687	4	Completed	4/29/2019	2018	B18MC060044	EN	\$43.80
				6271922	4	Completed	6/4/2019	2018	B18MC060044	PI	\$3,138.62
				6271922	5	Completed	6/4/2019	2018	B18MC060044	EN	\$13,400.32
				6276157	4	Completed	6/18/2019	2018	B18MC060044	EN	\$22,816.27
				6278160	2	Completed	6/21/2019	2018	B18MC060044	PI	\$7,013.05
				6278160	9	Completed	6/21/2019	2018	B18MC060044	EN	\$1,645.56
			Y	6289384	4	Completed	7/25/2019	2019	B19MC060044	PI	\$7,601.15
2018 1	Administrative Expenses - FY 2018/19	1122 Direct Housing Admin		6197987	2	Completed	10/10/2018	2018	M18MC060227	AD	\$1,000.00
				6201740	3	Completed	10/24/2018	2018	M18MC060227	AD	\$450.00
				6220313	1	Completed	12/21/2018	2018	M18MC060227	AD	\$10,050.00
				6228886	1	Completed	1/24/2019	2018	M18MC060227	AD	\$5,000.00
				6238010	1	Completed	2/21/2019	2018	M18MC060227	AD	\$5,000.00
				6246637	1	Completed	3/20/2019	2018	M18MC060227	AD	\$5,000.00
				6255014	1	Completed	4/12/2019	2018	M18MC060227	AD	\$5,000.00
				6271920	1	Completed	6/4/2019	2018	M18MC060227	AD	\$8,000.00

IDIS - PR05

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Drawdown Report by Project and Activity
MERCED , CA

DATE: 09-03-19
TIME: 14:54
PAGE: 2

Program Year/ Project	IDIS Act ID	Activity Name	Prior Year	Voucher Number	Line Item	Voucher Status	LOCCS Send Date	Grant Year	Grant Number	Fund Type	Drawn Amount
				6276158	1	Completed	6/18/2019	2018	M18MC060227	AD	\$8,000.00
				6278292	1	Completed	6/21/2019	2018	M18MC060227	AD	\$2,500.00
				6289393	3	Completed	7/25/2019	2018	M18MC060227	AD	\$1,000.00
				Activity Total							\$189,947.16
2018 1	Administrative Expenses - FY 2018/19	1123 INDIRECT ADMIN COSTS		6255010	3	Completed	4/12/2019	2018	B18MC060044	EN	\$41,286.61
				6278160	4	Completed	6/21/2019	2018	B18MC060044	EN	\$2,224.14
			Y	6289384	6	Completed	7/25/2019	2019	B19MC060044	PI	\$16,386.86
				Activity Total							\$59,897.61
2018 1	Administrative Expenses - FY 2018/19	1133 INDIRECT ADMIN COSTS / HOME ACTIVITIES		6255010	4	Completed	4/12/2019	2018	B18MC060044	EN	\$20,759.89
				6278160	5	Completed	6/21/2019	2018	B18MC060044	EN	\$1,118.35
			Y	6289384	7	Completed	7/25/2019	2018	B18MC060044	EN	\$8,239.70
				Activity Total							\$30,117.94
				Project Total							279,962.71
2018 2	Rapid Re-Housing - Merced Rescue Mission	1128 Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program		6228890	5	Completed	1/24/2019	2018	B18MC060044	PI	\$4,000.00
				6246636	4	Completed	3/20/2019	2018	B18MC060044	PI	\$3,804.00
				6255010	5	Completed	4/12/2019	2018	B18MC060044	EN	\$796.00
				6260687	5	Completed	4/29/2019	2018	B18MC060044	EN	\$10,462.00
				Activity Total							\$19,062.00
				Project Total							19,062.00
2018 3	Warming Center - Merced Rescue Mission	1124 Merced Rescue Mission - Warming Center		6255010	6	Completed	4/12/2019	2018	B18MC060044	EN	\$14,685.79
				6260687	10	Completed	4/29/2019	2018	B18MC060044	EN	\$1,314.21
				Activity Total							\$16,000.00

IDIS - PR05

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Drawdown Report by Project and Activity
MERCED , CA

DATE: 09-03-19
TIME: 14:54
PAGE: 3

Program Year/ Project	IDIS Act ID	Activity Name	Prior Year	Voucher Number	Line Item	Voucher Status	LOCCS Send Date	Grant Year	Grant Number	Fund Type	Drawn Amount	AD		
2018	5	Kiddieland Bootcamp - Kiwanis of Greater Merced Foundation											Project Total	16,000.00
				6260687	6	Completed	4/29/2019	2018	B18MC060044	EN	\$1,262.59			
				6278160	6	Completed	6/21/2019	2018	B18MC060044	EN	\$4,767.20			
												Activity Total	\$6,029.79	
												Project Total	6,029.79	
2018	6	PS -Neighborhood Clean-up - Restore Merced - OSV/LMA												
				6238022	3	Completed	2/21/2019	2018	B18MC060044	PI	\$17,687.51			
				6260687	9	Completed	4/29/2019	2018	B18MC060044	EN	\$25,768.18			
				6276157	7	Completed	6/18/2019	2018	B18MC060044	EN	\$8,258.45			
				6278160	8	Completed	6/21/2019	2018	B18MC060044	EN	\$8,285.86			
												Activity Total	\$60,000.00	
												Project Total	60,000.00	
2018	7	Emergency Shelter Assistance - Sierra Saving Grace												
				6260687	12	Completed	4/29/2019	2018	B18MC060044	EN	\$16,763.74			
				6276157	8	Completed	6/18/2019	2018	B18MC060044	EN	\$3,236.26			
												Activity Total	\$20,000.00	
												Project Total	20,000.00	
2018	11	Acquisition of Property - Merced Rescue Mission												
				6260687	11	Completed	4/29/2019	2018	B18MC060044	EN	\$270,011.50			
												Activity Total	\$270,011.50	
												Project Total	270,011.50	
2018	14	Aquisition of Property												
				6255010	7	Completed	4/12/2019	2018	B18MC060044	PI	\$34,082.34			

IDIS - PR05

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Drawdown Report by Project and Activity
MERCED , CA

DATE: 09-03-19
TIME: 14:54
PAGE: 4

Program Year/ Project	IDIS Act ID	Activity Name	Prior Year	Voucher Number	Line Item	Voucher Status	LOCCS Send Date	Grant Year	Grant Number	Fund Type	Drawn Amount	AD		
				6255010	8	Completed	4/12/2019	2016	B18MC060044	EN	\$32,184.00			
				6255010	9	Completed	4/12/2019	2017	B17MC060044	EN	\$145,004.99			
				6255010	10	Completed	4/12/2019	2018	B18MC060044	EN	\$63,728.67			
2018	14	Aquisition of Property												
				6255014	2	Completed	4/12/2019	2017	M17MC060227	PI	\$195,909.18			
				6255014	3	Completed	4/12/2019	2018	M18MC060227	PI	\$40,590.82			
												Activity Total	\$511,500.00	
												Project Total	511,500.00	
2018	15	Senior Rental Assistance - Healthy House												
				6220312	4	Completed	12/21/2018	2018	B18MC060044	PI	\$7,865.09			
				6260687	7	Completed	4/29/2019	2018	B18MC060044	PI	\$5,347.84			
				6260687	8	Completed	4/29/2019	2018	B18MC060044	EN	\$1,887.72			
				6278160	7	Completed	6/21/2019	2018	B18MC060044	EN	\$4,899.35			
												Activity Total	\$20,000.00	
												Project Total	20,000.00	
2018	20	Continuum of Care - Collaborative Applicant - Merced County												
				6276157	5	Completed	6/18/2019	2018	B18MC060044	PI	\$34,621.07			
				6276157	6	Completed	6/18/2019	2018	B18MC060044	EN	\$3,378.93			
												Activity Total	\$38,000.00	
												Project Total	38,000.00	
												Program Year 2018 Total	1,240,566.00	

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PR06 - Summary of Consolidated Plan Projects for Report Year

DATE: 9/3/2019
TIME: 3:00:25 PM
PAGE: 1/1

IDIS

Plan IDIS Year Project	Project Title and Description	Program	Project Estimate	Committed Amount	Amount Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year
2018 1	Administrative Expenses - FY 2018/19	CDBG HOME	\$242,450.00	\$228,962.71	\$228,962.71	\$0.00	\$228,962.71
2	Rapid Re-Housing - Merced Rescue Mission	CDBG	\$50,564.00	\$51,000.00	\$50,000.00	\$1,000.00	\$50,000.00
3	Housing Deposit Program to assist low-income Households and individuals with a rental deposit to have access to housing.	CDBG	\$20,000.00	\$20,000.00	\$19,062.00	\$938.00	\$19,062.00
3	Warming Center - Merced Rescue Mission	CDBG	\$16,000.00	\$16,000.00	\$16,000.00	\$0.00	\$16,000.00
4	To provide access to temporary shelter from December to March. The warming center would be opened when there is rain in the forecast or the temperature drops below 40 degrees.	CDBG	\$16,000.00	\$16,000.00	\$16,000.00	\$0.00	\$16,000.00
4	PS - Fair Housing Services - Project Sentinel - 05JULMC	CDBG	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	\$0.00
5	To provide fair housing services within the community.	CDBG	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	\$0.00
5	Kiddeiland Bootcamp - Kiwanis of Greater Merced Foundation	CDBG	\$7,000.00	\$6,029.79	\$6,029.79	\$0.00	\$6,029.79
6	To provide a youth fitness program targeting children under 10 years old from income eligible households.	CDBG	\$7,000.00	\$6,029.79	\$6,029.79	\$0.00	\$6,029.79
6	PS - Neighborhood Clean-up - Restore Merced - 05VILMA	CDBG	\$60,000.00	\$60,000.00	\$60,000.00	\$0.00	\$60,000.00
7	To perform various cleanups along creeks and downtown neighborhoods within the community. The organization will provide job training and wrap-around services to 5 homeless individuals whom will be the ones performing the actual clean-up tasks.	CDBG	\$60,000.00	\$60,000.00	\$60,000.00	\$0.00	\$60,000.00
7	Emergency Shelter Assistance - Sierra Saving Grace	CDBG	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
8	Providing a one-time rent or deposit assistance to help clients avoid homelessness.	CDBG	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
8	After School Program - Distinguish Outreach Services	CDBG	\$13,400.00	\$0.00	\$0.00	\$0.00	\$0.00
9	To provide an after school program to youth ages 13-17.	CDBG	\$13,400.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Rehabilitation of Safe House - Alliance for Community Transformations	CDBG	\$48,000.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Make necessary ADA improvements to the Safe House.	CDBG	\$48,000.00	\$0.00	\$0.00	\$0.00	\$0.00
10	HSG - Homeowner Rehabilitation - Habitat for Humanity - Stanislaus County 14A/LMH	CDBG HOME	\$450,000.00	\$0.00	\$0.00	\$0.00	\$0.00
11	Rehabilitate existing homeowner properties with necessary health and safety improvements.	CDBG	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00
11	Acquisition of Property - Merced Rescue Mission	CDBG	\$275,000.00	\$270,011.50	\$270,011.50	\$0.00	\$270,011.50
12	Acquire a property to be used for Permanent Supportive Housing.	CDBG	\$275,000.00	\$0.00	\$0.00	\$0.00	\$0.00
12	LMI / Permanent Supportive Housing - Sierra Saving Grace	CDBG HOME	\$275,000.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Assists homeless households through the acquisition of two housing units.	CDBG	\$236,500.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Acquisition of Property	CDBG HOME	\$0.00	\$275,000.00	\$275,000.00	\$0.00	\$275,000.00
15	Acquire a property to be used for Permanent Supportive Housing.	CDBG HOME	\$215,000.00	\$236,500.00	\$236,500.00	\$0.00	\$236,500.00
15	Senior Rental Assistance - Healthy House	CDBG	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
18	The plan to assist seniors by providing rental assistance and program services. They help secure various services and housing for eligible clientele.	CDBG	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
18	Acquisition of Property - Central Valley Coalition for Affordable Housing (CHDO)	HOME	\$492,000.00	\$0.00	\$0.00	\$0.00	\$0.00
19	To acquire a multi-unit property for Low-Medium Income Households.	HOME	\$492,000.00	\$0.00	\$0.00	\$0.00	\$0.00
19	Rapid Re-Housing - Merced Rescue Mission (FY 17/18)	CDBG	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Housing Deposit Program to assist low-income Households and individuals with a rental deposit to have access to housing.	CDBG	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Continuum of Care - Collaborative Applicant - Merced County	CDBG	\$38,000.00	\$38,000.00	\$38,000.00	\$0.00	\$38,000.00
	To provide continuum of care services through the Collaborative Applicant.	CDBG	\$38,000.00	\$38,000.00	\$38,000.00	\$0.00	\$38,000.00

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PR08 - Grantee Summary Activity Report

DATE: 9/3/2019
TIME: 3:11:01 PM
PAGE: 1/1

IDIS

Grantee Activity Number	IDIS Activity - Project	Pgm Yr	Activity Name	Act Stat	Matrix Code	Initial Funding Date	Funded Amount	Drawn Amount	Date of Last Draw
998	2012-9		ECONOMIC DEVELOPMENT	Open	18B	11/26/12	\$54,988.91	\$54,988.91	01/08/2014
1102	2016-17		GATEWAY TERRACE II - CVCAH (CHDO)	Open	03J	07/20/17	\$624,708.00	\$307,913.40	04/30/2019
1100	2016-9		Brush with Kindness - Habitat for Humanity Stanislaus County	Open	14A	06/23/17	\$266,365.99	\$187,136.66	07/26/2019
1118	2017-15		ADA Ramps & Sidewalk Improvements #118028	Open	03L	01/12/18	\$184,389.00	\$117,347.66	07/26/2019
1114	2017-16		Habitat for Humanity - Homeowner Rehabilitation and New Construction Program	Open	14A	01/12/18	\$360,000.00	\$180,000.00	05/01/2018
1117	2017-6		ADA Sidewalk/Ramp Improvements #118027	Open	03L	01/12/18	\$315,417.00	\$262,108.14	07/26/2019
1128	2018-2		Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	Open	05Q	10/30/18	\$20,000.00	\$19,062.00	04/30/2019
1134	2018-4		Project Sentinel / Fair Housing Services	Open	05J	05/16/19	\$30,000.00	\$0.00	
Total							\$1,855,868.90	\$1,128,556.77	

IDIS - PR09

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Program Income Details by Fiscal Year and Program
MERCED,CA

Date: 09-03-19
Time: 15:27
Page: 1

Report for Program:CDBG, HOME

*Data Only Provided for Time Period Queried:07-01-2018 to 06-30-2019

Program Year	Program	Associated Grant Number	Fund Type	Estimated Income for Year	Transaction	Voucher #	Voucher Created	Voucher Type	IDIS Proj. ID	IDIS Actv. ID	Matrix Code	Received/Drawn Amount
2017	CDBG	B17MC060044	PI	0.00								
					DRAWS							
						6174713001	07-24-18	PY	5	1094	03L	5,420.40
						6174713002	07-24-18	PY	9	1100	14A	132.00
						6174713003	07-24-18	PY	1	1106	21A	211.12
						6174713004	07-24-18	PY	7	1116	05G	2,010.96
						6174713005	07-24-18	PY	22	1121	05Q	1,003.75
						6174713006	07-24-18	PY	6	1117	03L	380.78
						6174713007	07-24-18	PY	15	1118	03L	11,330.77
						6197984001	10-09-18	PY	5	1094	03L	573.35
						6197984002	10-09-18	PY	9	1100	14A	4,893.56
												PI Receipts
												PI Draws
												PI Balance
												25,956.69
												(25,956.69)
2017	CDBG											
												Total CDBG Receipts*:
												Total CDBG Draws against Receipts*:
												Total CDBG Receipt Fund Balance*:
												25,956.69
												(25,956.69)

2017	HOME	M17MC060227	PI	0.00								
			PI		DRAWS							
						6255014002	04-12-19	PY	14	1126	14G	195,909.18

Page: 1 of 4

Program Year	Associated Program	Grant Number	Fund Type	Estimated Income for Year	Transaction	Voucher #	Voucher Created	Voucher Type	IDIS Proj. ID	IDIS Actv. ID	Matrix Code	Received/Drawn Amount
Receipts												
PI Draws												
PA Draws												
Balance												
2017	HOME	M17MC060227										195,909.18
Total Local Account Receipts												
Total Local Account Draws												
Total Local Account Balance												

Program Year	Associated Program	Grant Number	Fund Type	Estimated Income for Year	Transaction	Voucher #	Voucher Created	Voucher Type	IDIS Proj. ID	IDIS Actv. ID	Matrix Code	Received/Drawn Amount
2018	CDBG	B18MC060044	PI	0.00								
RECEIPTS												
						5260677001	07-23-18		22	1121	05Q	5,658.80
						5267052001	10-05-18		1	1122	21A	68,670.50
						5267798001	10-16-18		9	1100	14A	7,467.36
						5273311001	12-20-18		9	1100	14A	17,073.27
						5275839001	01-18-19		1	1122	21A	61,314.65
						5278421001	02-20-19		1	1122	21A	8,940.00
						5280809001	03-18-19		9	1100	14A	7,276.79
						5283058001	04-11-19		14	1126	14G	8,440.17
						5284375001	04-29-19		15	1130	05A	5,347.84
						5287329001	05-30-19		1	1122	21A	3,138.62
						5288744001	06-17-19		1	1122	21A	34,621.07
						5289216001	06-20-19		1	1122	21A	7,013.05
DRAWS												
						6197984003	10-09-18	PY	9	1100	14A	5,777.47
						6197984006	10-09-18	PY	17	1108	05Q	300.00
						6197984008	10-09-18	PY	6	1117	03L	2,526.17
						6197984009	10-09-18	PY	15	1118	03L	700.04
						6197984010	10-09-18	PY	1	1122	21A	10,702.79
						6198620001	10-11-18	PY	9	1100	14A	3,015.96
						6198620003	10-11-18	PY	10	1111	05D	6,865.61

Program Year	Associated Program	Grant Number	Fund Type	Estimated Income for Year	Transaction	Voucher #	Voucher Created	Voucher Type	IDIS Proj. ID	IDIS Actv. ID	Matrix Code	Received/Drawn Amount
						6201743001	10-22-18	PY	9	1100	14A	2,463.59
						6201743002	10-22-18	PY	1	1122	21A	5,646.59
						6220312003	12-21-18	PY	1	1122	21A	20,178.89
						6220312004	12-21-18	PY	15	1130	05A	7,865.09
						6228890002	01-24-19	PY	6	1117	03L	7,727.80
						6228890003	01-24-19	PY	15	1118	03L	22,158.06
						6228890004	01-24-19	PY	1	1122	21A	10,906.60
						6228890005	01-24-19	PY	2	1128	05Q	4,000.00
						6238022002	02-21-19	PY	1	1122	21A	10,003.29
						6238022003	02-21-19	PY	6	1131	05V	17,687.51
						6246636003	03-20-19	PY	1	1122	21A	8,429.74
						6246636004	03-20-19	PY	2	1128	05Q	3,804.00
						6255010007	04-12-19	PY	14	1126	14G	34,082.34
						6260687007	04-29-19	PY	15	1130	05A	5,347.84
						6271922004	06-04-19	PY	1	1122	21A	3,138.62
						6276157005	06-17-19	PY	20	1132	20	34,621.07
						6278160002	06-21-19	PY	1	1122	21A	7,013.05
											PI Receipts	234,962.12
											PI Draws	234,962.12
											PI Balance	0.00
2018	CDBG										Total CDBG Receipts*:	234,962.12
											Total CDBG Draws against Receipts*:	234,962.12
											Total CDBG Receipt Fund Balance*:	0.00

2018 HOME M18MC060227 PI 0.00 RECEIPTS

5260678001	07-23-18											1,465.37
5267050001	10-05-18											11,361.17
5267799001	10-16-18							14	1103			4,431.67
5273313001	12-20-18											11,220.28

Program Year	Associated Program	Grant Number	Fund Type	Estimated Income for Year	Transaction	Voucher #	Voucher Created	Voucher Type	IDIS Proj. ID	IDIS Actv. ID	Matrix Code	Received/Drawn Amount	
						5275840001	01-18-19					4,450.23	
						5276164001	01-23-19					1,945.00	
						5278422001	02-20-19					6,495.66	
						5280810001	03-18-19					4,842.38	
						5283059001	04-11-19		14	1126	14G	9,278.02	
						5287330001	05-30-19					6,571.39	
						5288745001	06-17-19					5,154.64	
						5289217001	06-20-19					1,413.36	
			PI		DRAWS								
						6255014003	04-12-19	PY	14	1126	14G	40,590.82	
												Receipts	68,629.17
												PI Draws	40,590.82
												PA Draws	0.00
												Balance	28,038.35
2018	HOME	M18MC060227										Total Local Account Receipts	68,629.17
												Total Local Account Draws	40,590.82
												Total Local Account Balance	28,038.35

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total		CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS	
							EST. AMT	% CDBG					OWNER	RENTER
2018	9833	1125	Merced Rescue Mission - Hope for Families	COM	14G	LMH	270,011.50	100.0	270,011.50	1	1	100.0	0	1
2018	9862	1126	Sierra Saving Grace Homeless Project	COM	14G	LMH	511,500.00	53.8	275,000.00	3	3	100.0	0	3
2018 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED							781,511.50	69.7	545,011.50	4	4	100.0	0	4
							781,511.50	69.7	545,011.50	4	4	100.0	0	4

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total		CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS	
							EST. AMT	% CDBG					OWNER	RENTER
2017	3020	1114	Habitat for Humanity - Homeowner Rehabilitation and New Construction Program	OPEN	14A	LMH	529,946.89	0.0	180,000.00	0	0	0.0	0	0
2017	3112	1113	Sierra Saving Grace Homeless Project	COM	14G	LMH	220,000.00	100.0	220,000.00	1	1	100.0	0	1
2017 TOTALS: BUDGETED/UNDERWAY							529,946.89	33.9	180,000.00	0	0	0.0	0	0
COMPLETED							220,000.00	100.0	220,000.00	1	1	100.0	0	1
							749,946.89	53.3	400,000.00	1	1	100.0	0	1

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total		CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS	
							EST. AMT	% CDBG					OWNER	RENTER
2016	1943	1095	Room at the Inn - Merced County Rescue Mission	COM	14G	LMH	188,000.00	100.0	188,000.00	1	1	100.0	0	1
2016	1945	1097	Homeless Project - Sierra Saving Grace	COM	14G	LMH	163,000.00	100.0	163,000.00	2	2	100.0	0	2
2016	1947	1100	Brush with Kindness - Habitat for Humanity Stanislaus County	OPEN	14A	LMH	266,365.99	0.0	175,997.01	0	0	0.0	0	0
2016	3174	1096	CDBG Project Activity Delivery Costs	COM	14H	LMC	65,966.93	0.0	65,966.93	0	0	0.0	0	0

2016	6643	1084	241 E. Main Street / Rehab	COM	14A	LMH	110,803.60	0.0	10,803.60	0	0	0.0	0	0
2016 TOTALS: BUDGETED/UNDERWAY							266,365.99	66.0	175,997.01	0	0	0.0	0	0
COMPLETED							527,770.53	81.0	427,770.53	3	3	100.0	0	3
							794,136.52	76.0	603,767.54	3	3	100.0	0	3

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total		CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS	
							EST. AMT	% CDBG					OWNER	RENTER
2015	8539	1060	CDBG Housing Rehab Administration	COM	14H	LMC	43,865.30	0.0	43,865.30	0	0	0.0	0	0
2015	8870	1075	2333 Circle Drive - Rehab	COM	14A	LMH	36,601.52	15.9	5,830.52	1	1	100.0	1	0
2015	8870	1076	3168 Nottingham Avenue - Rehab	COM	14A	LMH	40,847.80	14.8	6,058.80	1	1	100.0	1	0
2015	8870	1080	950 W. 8th Street - Rehab	COM	14A	LMH	49,186.10	100.0	49,186.10	1	1	100.0	1	0
2015	8870	1086	1710 Union Ave.	COM	14A	LMH	49,683.05	100.0	49,683.05	1	1	100.0	1	0
2015	8870	1087	205 W. 14th Street / Rehab	COM	14A	LMH	52,378.54	100.0	52,378.54	1	1	100.0	1	0
2015	8870	1088	945 Q Street / Rehab	COM	14A	LMH	23,095.20	100.0	23,095.20	1	1	100.0	1	0
2015	8870	1098	1005 W. 9th Street / Rehab	COM	14A	LMH	75,419.40	46.6	35,149.73	1	1	100.0	1	0
2015	8870	1099	1319 W. 19th Street / Rehab	COM	14A	LMH	38,321.54	100.0	38,321.54	1	1	100.0	1	0
2015 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED							409,398.45	74.1	303,568.78	8	8	100.0	8	0
							409,398.45	74.1	303,568.78	8	8	100.0	8	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total		CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS	
							EST. AMT	% CDBG					OWNER	RENTER
2014	0529	1036	CDBG HOUSING REHAB ADMINISTRATION	COM	14H	LMC	44,262.69	0.0	44,262.69	0	0	0.0	0	0
2014	3429	1044	1557 DENVER WAY - REHAB	COM	14A	LMH	101,729.29	8.5	8,662.29	1	1	100.0	1	0
2014	3429	1048	2943 WAINWRIGHT AVE - REHAB	COM	14A	LMH	216,006.65	13.9	29,978.65	1	1	100.0	1	0
2014	3429	1053	2652 10TH AVENUE - REHAB	COM	14A	LMH	189,043.39	13.8	26,006.39	1	1	100.0	1	0

IDIS - PR10

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Housing Activities
MERCED, CA

DATE: 09-03-19
TIME: 15:32
PAGE: 3

2014	5024	1055	1798	GLEN AVE. - HOUSING REHAB	COM	14A	LMH	151,976.33	100.0	151,976.33	1	1	100.0	1	0
2014	5024	1059	945	Q STREET - REHAB	COM	14A	LMH	63,569.02	41.8	26,581.24	1	1	100.0	1	0
2014 TOTALS: BUDGETED/UNDERWAY								0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED								766,587.37	37.4	287,467.59	5	5	100.0	5	0
								766,587.37	37.4	287,467.59	5	5	100.0	5	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NLT OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	UNITS RENTER	
2013	0782	1012	CDBG HOUSING PROGRAM OPERATIONS	COM	14H	LMC	106,804.35	0.0	106,804.35	0	0	0.0	0	0	
2013	5675	1029	ACQUISITION & REHABILITATION OF DUPLEX	COM	14B	LMH	580,152.68	10.6	61,417.00	2	2	100.0	0	2	
2013	9544	1027	HOUSING REHAB - 128 W. 13TH ST	COM	14A	LMH	73,549.66	100.0	73,549.66	1	1	100.0	1	0	
2013	9544	1030	HOUSING REHAB - 454 W. 8TH ST	COM	14A	LMH	67,441.20	100.0	67,441.20	1	1	100.0	1	0	
2013	9544	1031	HOUSING REHAB - 1229 W. 10TH ST	COM	14A	LMH	10,421.82	100.0	10,421.82	1	1	100.0	1	0	
2013	9544	1032	HOUSING REHAB - 420 IROQUOIS ST	COM	14A	LMH	6,487.00	100.0	6,487.00	1	1	100.0	1	0	
2013	9544	1034	HOUSING REHAB - 2633 10TH AVE.	COM	14G	LMH	138,313.62	33.0	45,666.62	1	1	100.0	1	0	
2013 TOTALS: BUDGETED/UNDERWAY								0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED								983,170.33	37.8	371,787.65	7	7	100.0	5	2
								983,170.33	37.8	371,787.65	7	7	100.0	5	2

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NLT OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	UNITS RENTER
2011	3299	985	911 W. 14TH STREET	COM	14A	LMH	14,508.84	100.0	14,508.84	1	1	100.0	1	0
2011	3299	987	1775 W. 7TH STREET	COM	14A	LMH	24,079.39	100.0	24,079.39	1	1	100.0	1	0
2011	3299	989	650 SAN DIEGO CT.	COM	14I	LMH	500.00	100.0	500.00	1	1	100.0	1	0
2011	3306	984	CDBG HOUSING PROGRAM OPERATIONS	COM	14H	LMA	393,257.39	0.0	393,257.39	0	0	0.0	0	0

IDIS - PR10

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Housing Activities
MERCED, CA

DATE: 09-03-19
TIME: 15:32
PAGE: 4

2011 TOTALS: BUDGETED/UNDERWAY								0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED								432,345.62	100.0	432,345.62	3	3	100.0	3	0
								432,345.62	100.0	432,345.62	3	3	100.0	3	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NLT OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	UNITS RENTER	
2010	9055	961	CDBG HOUSING PROGRAM OPERATIONS	COM	14H	LMA	386,532.68	0.0	386,532.68	0	0	0.0	0	0	
2010 TOTALS: BUDGETED/UNDERWAY								0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED								386,532.68	100.0	386,532.68	0	0	0.0	0	0
								386,532.68	100.0	386,532.68	0	0	0.0	0	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NLT OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	UNITS RENTER	
2009	5146	919	CDBG HOUSING PROGRAM OPERATIONS	COM	14H	LMA	403,310.98	0.0	403,310.98	0	0	0.0	0	0	
2009 TOTALS: BUDGETED/UNDERWAY								0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED								403,310.98	100.0	403,310.98	0	0	0.0	0	0
								403,310.98	100.0	403,310.98	0	0	0.0	0	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NLT OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	UNITS RENTER	
2008	0001	910	937 W. 14TH STREET	COM	14A	LMH	9,975.34	100.0	9,975.34	1	1	100.0	1	0	
2008	0014	906	CDBG HOUSING PROGRAM OPERATIONS	COM	14H	LMA	238,621.57	0.0	238,621.57	0	0	0.0	0	0	
2008 TOTALS: BUDGETED/UNDERWAY								0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED								248,596.91	100.0	248,596.91	1	1	100.0	1	0

248,596.91 100.0 248,596.91 1 1 100.0 1 0														
PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total		CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS	
							EST. AMT	% CDBG					OWNER	RENTER
2007	0001	895	939 W. 6TH STREET	COM	14A	LMH	180,081.43	91.2	164,200.43	2	2	100.0	2	0
2007	0012	890	ACTIVITY DELIVERY COST REHABILITATION	COM	14A	LMH	361,863.49	0.0	361,863.49	0	0	0.0	0	0
2007 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED							541,944.92	97.0	526,063.92	2	2	100.0	2	0
							541,944.92	97.0	526,063.92	2	2	100.0	2	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total		CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS	
							EST. AMT	% CDBG					OWNER	RENTER
2006	0001	865	GARZA, JOSE	COM	14B	LMH	88,574.57	100.0	88,574.57	4	4	100.0	0	4
2006	0001	868	MESA, FRANCESCA	COM	14A	LMH	295,428.41	25.1	74,127.59	1	1	100.0	1	0
2006	0001	876	HIGAREDA, LAURA	COM	14A	LMH	10,951.77	100.0	10,951.77	1	1	100.0	1	0
2006	0001	877	RESENDEZ, CARMEN	COM	14A	LMH	182,513.09	100.0	182,513.09	1	1	100.0	1	0
2006	0001	878	THERIOT, JOSEPH	COM	14A	LMH	30,040.24	100.0	30,040.24	1	1	100.0	1	0
2006	0009	856	ACTIVITY DELIVERY COST (REHABILITATION)	COM	14A	LMH	443,618.57	0.0	443,618.57	0	0	0.0	0	0
2006 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED							1,051,126.65	78.9	829,825.83	8	8	100.0	4	4
							1,051,126.65	78.9	829,825.83	8	8	100.0	4	4

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total		CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS	
							EST. AMT	% CDBG					OWNER	RENTER

2005	0001	808	ESTRADA, ANGEL	COM	14A	LMH	2,515.00	15.9	400.00	1	1	100.0	0	1
2005	0001	809	BANDA, ALICE	COM	14A	LMH	167,186.00	0.2	400.00	1	1	100.0	0	1
2005	0001	810	MORRIS, ABBY	COM	14A	LMH	540.00	100.0	540.00	1	1	100.0	0	1
2005	0001	811	DOVALES, LUCY	COM	14A	LMH	375.00	100.0	375.00	1	1	100.0	1	0
2005	0001	813	DUEÑAS, BENJAMIN	COM	14A	LMH	16,106.00	100.0	16,106.00	1	1	100.0	0	1
2005	0001	825	MURRAY, STEPANIE	COM	14A	LMH	6,600.00	100.0	6,600.00	1	1	100.0	1	0
2005	0001	827	VALENCIA, THERESA	COM	14A	LMH	420.00	100.0	420.00	1	1	100.0	1	0
2005	0001	828	GUTIERREZ, AURORA	COM	14A	LMH	60.00	100.0	60.00	1	1	100.0	1	0
2005	0001	829	BEATTIE, CHARLOTTE	COM	14A	LMH	60.00	100.0	60.00	1	1	100.0	1	0
2005	0001	831	MEDINA, JOSE	COM	14A	LMH	7,536.00	34.2	2,581.00	1	1	100.0	1	0
2005	0001	834	DAVENPORT, MONTE	COM	14A	LMH	64,311.53	100.0	64,311.53	1	1	100.0	0	1
2005	0008	819	ACTIVITY DELIVERY COST (REHABILITATION)	COM	14A	LMH	441,222.47	0.0	441,222.47	0	0	0.0	0	0
2005 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED							706,932.00	75.4	533,076.00	11	11	100.0	6	5
							706,932.00	75.4	533,076.00	11	11	100.0	6	5

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total		CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS	
							EST. AMT	% CDBG					OWNER	RENTER
2004	0001	767	COLLINS, RICHARD	COM	14A	LMH	56,684.23	1.0	555.00	1	1	100.0	0	1
2004	0001	768	HERNANDEZ, WILFREDO	COM	14A	LMH	51,365.78	0.1	60.00	1	1	100.0	0	1
2004	0001	780	BEDARD, STELLA	COM	14A	LMH	8,483.76	100.0	8,483.76	1	1	100.0	0	1
2004	0001	787	GONZALES, TERESA	COM	14A	LMH	5,750.00	100.0	5,750.00	1	1	100.0	0	1
2004	0001	789	JOHNSON, ARTHUR	COM	14A	LMH	49,354.33	100.0	49,354.33	1	1	100.0	1	0
2004	0001	792	ANDRADE, SOYLA	COM	14A	LMH	51,322.70	100.0	51,322.70	1	1	100.0	0	1
2004	0001	794	ELDRIDGE, MAXINE	COM	14A	LMH	1,625.00	0.0	0.00	1	1	100.0	0	1
2004	0001	796	GARZA, JOSE	COM	14B	LMH	113,688.92	100.0	113,688.92	4	4	100.0	0	4
2004	0001	797	MOJICA, SYLVIA	COM	14A	LMH	167,492.86	100.0	167,492.86	1	1	100.0	1	0

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Housing Activities
MERCED, CA

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	UNITS RENTER
2004	0001	798	MUNOZ, MARY	COM	14A	LMH	167,849.66	98.5	165,249.66	1	1	100.0	0	1
2004	0001	799	VILLA, SANDRA	COM	14A	LMH	13,587.92	100.0	13,587.92	1	1	100.0	0	1
2004	0001	800	ZAMRIPPA, ANITA	COM	14A	LMH	33,159.60	100.0	33,159.60	1	1	100.0	0	1
2004	0001	802	MARTINEZ-CASIAS, HELEN	COM	14A	LMH	169,365.19	100.0	169,365.19	1	1	100.0	0	1
2004	0001	803	STEVERSON, CHRISTINE	COM	14A	LMH	70,033.95	100.0	70,033.95	1	1	100.0	0	1
2004	0001	806	SHEPPARD, LONNIE	COM	14A	LMH	10,051.00	100.0	10,051.00	1	1	100.0	1	0
2004	0036	765	ACTIVITY DELIVERY COST (REHABILITATION)	COM	14A	LMH	423,925.37	0.0	423,925.37	0	0	0.0	0	0
2004 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED							1,393,740.27	91.9	1,282,080.26	18	18	100.0	3	15
							1,393,740.27	91.9	1,282,080.26	18	18	100.0	3	15

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	UNITS RENTER
2003	0001	709	GONZALES, RAUL	COM	14A	LMH	977.50	100.0	977.50	1	1	100.0	0	1
2003	0001	710	PERKINS, GWENDOLYN	COM	14A	LMH	87,810.26	100.0	87,810.26	1	1	100.0	0	1
2003	0001	711	MINOR, PETE	COM	14A	LMH	2,500.00	100.0	2,500.00	1	1	100.0	0	1
2003	0001	712	ELLIOTT, MADGE	COM	14A	LMH	106,798.21	100.0	106,798.21	1	1	100.0	0	1
2003	0001	713	ALJAWFI, MARIA CRISTINA	COM	14A	LMH	87,130.86	100.0	87,130.86	1	1	100.0	0	1
2003	0001	721	DELGADO, RAMON GARCIA	COM	14A	LMH	80,951.47	100.0	80,951.47	1	1	100.0	0	1
2003	0001	722	RODRIGUEZ, CELESTE	COM	14A	LMH	64,282.61	100.0	64,282.61	1	1	100.0	0	1
2003	0001	728	CONTRERAS, EVELYN	COM	14A	LMH	38,813.66	100.0	38,813.66	1	1	100.0	0	1
2003	0001	731	MITCHELL, HAROLD	COM	14A	LMH	42,925.08	0.0	0.00	1	1	100.0	0	1
2003	0001	732	VEGA, JOSE	COM	14A	LMH	113,677.01	100.0	113,677.01	1	1	100.0	0	1
2003	0001	734	RACHO, GIL	COM	14A	LMH	7,260.73	100.0	7,260.73	1	1	100.0	0	1
2003	0001	735	TREANOR, MARJORIE	COM	14A	LMH	6,499.00	100.0	6,499.00	1	1	100.0	0	1
2003	0001	736	SPECHT, DENISE	COM	14B	LMH	137,854.65	100.0	137,854.65	2	2	100.0	0	2
2003	0001	737	MUNOZ, RACHEL	COM	14A	LMH	76,505.26	0.0	0.00	1	1	100.0	0	1

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Housing Activities
MERCED, CA

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	UNITS RENTER
2003	0001	738	CURTICE, ROBIN	COM	14A	LMH	101,223.07	0.6	595.00	1	1	100.0	0	1
2003	0001	739	CENTRAL VALLEY COALITION	COM	14B	LMH	119,972.00	100.0	119,972.00	27	27	100.0	0	27
2003	0001	744	CLEMENTS, LETICIA	COM	14A	LMH	59,198.75	100.0	59,198.75	1	1	100.0	0	1
2003	0001	745	ROCQUEMORE, KENNETH	COM	14A	LMH	124,541.03	100.0	124,541.03	1	1	100.0	0	1
2003	0001	746	CAMP, CYNTHIA	COM	14A	LMH	57,219.23	100.0	57,219.23	1	1	100.0	0	1
2003	0001	747	BUSTAMANTE, MANUEL	COM	14A	LMH	64,584.07	0.6	400.00	1	1	100.0	0	1
2003	0001	749	TOVES, MARGIE	COM	14A	LMH	455.00	100.0	455.00	1	1	100.0	0	1
2003	0001	750	VALLE, MANUEL	COM	14A	LMH	76,537.86	100.0	76,537.86	1	1	100.0	0	1
2003	0001	751	RAMIREZ, GILBERT	COM	14A	LMH	96,881.85	29.7	28,780.91	1	1	100.0	0	1
2003	0001	755	HERNANDEZ, RAMON & YOLANDA	COM	14A	LMH	50,743.38	1.6	800.00	1	1	100.0	0	1
2003	0001	756	ZOPOLOS, JAMES	COM	14A	LMH	48,590.00	100.0	48,590.00	1	1	100.0	0	1
2003	0001	757	SANCHEZ, JUAN	COM	14A	LMH	52,505.30	0.0	0.00	1	1	100.0	0	1
2003	0001	758	LOEFERS, GERALD & DIANA	COM	14A	LMH	67,781.63	9.4	6,340.00	1	1	100.0	0	1
2003	0001	759	TOMLINSON, RUTH	COM	14A	LMH	57,455.62	1.8	1,035.00	1	1	100.0	0	1
2003	0034	719	ACTIVITY DELIVERY COST (REHABILITATION)	COM	14A	LMH	351,536.51	0.0	351,536.51	0	0	0.0	0	0
2003 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED							2,183,211.60	73.7	1,610,557.25	55	55	100.0	0	55
							2,183,211.60	73.7	1,610,557.25	55	55	100.0	0	55

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	UNITS RENTER
2002	0001	676	GUEST, BEVERLY	COM	14A	LMH	16,096.87	100.0	16,096.87	1	1	100.0	0	1
2002	0001	677	KAMENSKI, PAT	COM	14A	LMH	11,850.48	100.0	11,850.48	1	1	100.0	0	1
2002	0001	680	MAPP, MINVARE	COM	14A	LMH	49,048.06	100.0	49,048.06	1	1	100.0	0	1
2002	0001	681	GREEN, GERALDINE	COM	14A	LMH	63,056.09	98.9	62,356.09	1	1	100.0	0	1
2002	0001	682	VALERO, LUPE	COM	14A	LMH	69,777.36	100.0	69,777.36	1	1	100.0	0	1
2002	0001	686	FLORES, LUPE	COM	14A	LMH	40,537.06	100.0	40,537.06	1	1	100.0	0	1

PGM	PROJ	IDIS	MTX	NTL	Total	CDBG	OCCUPIED	UNITS	CUMULATIVE				
YEAR	ID	ACT ID	STATUS	CD	OBJ	EST. AMT	% CDBG	DRAWN AMOUNT	TOTAL	L/M	% L/M	OWNER	RENTER
2002	0001	687 TOMLINSON, MARSHA	COM	14A	LMH	80,831.53	100.0	80,831.53	1	1	100.0	0	1
2002	0001	688 SALMERI, CAROL	COM	14A	LMH	110,290.00	100.0	110,290.00	2	2	100.0	0	2
2002	0001	690 GRIFFIN, CAMRON	COM	14A	LMH	114,597.24	100.0	114,597.24	1	1	100.0	0	1
2002	0001	691 BEJARANO, RAYMOND	COM	14A	LMH	4,773.45	100.0	4,773.45	1	1	100.0	0	1
2002	0001	696 VEASLEY, HEWITT	COM	14A	LMH	68,858.41	100.0	68,858.41	1	1	100.0	0	1
2002	0001	697 ZOPOLOS, JAMES	COM	14G	LMH	52,690.00	100.0	52,690.00	3	3	100.0	0	3
2002	0001	698 SABALA, CHAD	COM	14A	LMH	120,130.09	100.0	120,130.09	1	1	100.0	0	1
2002	0026	665 ACTIVITY DELIVERY COST (REHABILITATION)	COM	14A	LMH	312,979.43	0.0	312,979.43	0	0	0.0	0	0
2002 TOTALS: BUDGETED/UNDERWAY						0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED						1,115,516.07	99.9	1,114,816.07	16	16	100.0	0	16
						1,115,516.07	99.9	1,114,816.07	16	16	100.0	0	16

PGM	PROJ	IDIS	MTX	NTL	Total	CDBG	OCCUPIED	UNITS	CUMULATIVE				
YEAR	ID	ACT ID	STATUS	CD	OBJ	EST. AMT	% CDBG	DRAWN AMOUNT	TOTAL	L/M	% L/M	OWNER	RENTER
2001	0001	627 BRANTLEY, DAVID	COM	14A	LMH	45,647.50	0.0	0.00	1	1	100.0	0	1
2001	0001	638 BEATTIE, DOROTHY	COM	14A	LMH	58,440.47	7.2	4,205.50	1	1	100.0	0	1
2001	0001	649 GREEN, GERALDINE	COM	14A	LMH	5,121.33	100.0	5,121.33	1	1	100.0	0	1
2001	0001	652 VEGA, MARTIN	COM	14A	LMH	37,497.66	0.0	0.00	1	0	0.0	0	1
2001	0001	653 LINCOLN, DONNA	COM	14A	LMH	28,229.33	0.0	0.00	1	1	100.0	0	1
2001	0001	659 CURIEL, TERESA	COM	14A	LMH	415.00	100.0	415.00	1	1	100.0	0	1
2001	0025	618 ACTIVITY DELIVERY COST (REHABILITATION)	COM	14A	LMH	353,122.66	0.0	353,122.66	0	0	0.0	0	0
2001 TOTALS: BUDGETED/UNDERWAY						0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED						528,473.95	68.6	362,864.49	6	5	83.3	0	6
						528,473.95	68.6	362,864.49	6	5	83.3	0	6

PGM	PROJ	IDIS	MTX	NTL	Total	CDBG	OCCUPIED	UNITS	CUMULATIVE				
YEAR	ID	ACT ID	STATUS	CD	OBJ	EST. AMT	% CDBG	DRAWN AMOUNT	TOTAL	L/M	% L/M	OWNER	RENTER
2000	0001	536 SPRAGGINS, JOYCE	COM	14A	LMH	2,975.00	100.0	2,975.00	1	1	100.0	0	1
2000	0001	561 COMMUNITY SOCIAL MODEL ADVOCATES	COM	14A	LMH	29,514.90	100.0	29,514.90	1	1	100.0	0	1
2000	0001	566 GARZA, ERNESTINA	COM	14A	LMH	52,323.45	100.0	52,323.45	2	2	100.0	0	2
2000	0001	574 MASENGALE, ALAN & BETTY	COM	14A	LMH	63,621.29	63.5	40,395.00	1	1	100.0	0	1
2000	0001	576 MARTINEZ, JESUS & ROSA	COM	14A	LMH	12,582.27	100.0	12,582.27	1	1	100.0	0	1
2000	0001	577 HERNANDEZ, ALFRED	COM	14A	LMH	3,406.00	100.0	3,406.00	1	1	100.0	0	1
2000	0001	578 CORTEZ, MARIA	COM	14A	LMH	15,909.66	100.0	15,909.66	1	1	100.0	0	1
2000	0001	584 CHAM WEST INC.	COM	14A	LMH	58,596.62	100.0	58,596.62	1	1	100.0	0	1
2000	0001	585 MURILLO, MANUEL	COM	14A	LMH	12,464.30	100.0	12,464.30	1	1	100.0	0	1
2000	0001	586 MORRIS, ESSIE	COM	14A	LMH	4,836.09	100.0	4,836.09	1	1	100.0	0	1
2000	0001	587 DIAS, MINERVA	COM	14A	LMH	5,970.00	100.0	5,970.00	1	1	100.0	0	1
2000	0001	593 TORRES, ROBERT	COM	14A	LMH	23,870.36	100.0	23,870.36	1	1	100.0	0	1
2000	0001	594 ANDRADE, JORGE	COM	14A	LMH	4,302.00	100.0	4,302.00	1	1	100.0	0	1
2000	0023	558 ACTIVITY DELIVERY COST (REHABILITATION)	COM	14H	LMH	309,228.95	0.0	309,228.95	0	0	0.0	0	0
2000 TOTALS: BUDGETED/UNDERWAY						0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED						599,600.89	96.1	576,374.60	14	14	100.0	0	14
						599,600.89	96.1	576,374.60	14	14	100.0	0	14

PGM	PROJ	IDIS	MTX	NTL	Total	CDBG	OCCUPIED	UNITS	CUMULATIVE				
YEAR	ID	ACT ID	STATUS	CD	OBJ	EST. AMT	% CDBG	DRAWN AMOUNT	TOTAL	L/M	% L/M	OWNER	RENTER
1999	0001	467 ENRIQUEZ, RODRIGO & JULIE	COM	14A	LMH	15,757.87	100.0	15,757.87	1	1	100.0	0	1
1999	0001	468 FORD, DOUGLAS	COM	14A	LMH	20,674.81	100.0	20,674.81	1	1	100.0	0	1
1999	0001	476 GOMEZ, JUANA	COM	14A	LMH	150.00	100.0	150.00	1	1	100.0	0	1
1999	0001	481 ZAMORA, RAMON & CELIA	COM	14A	LMH	3,175.30	100.0	3,175.30	1	1	100.0	0	1

IDIS - PR10

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Housing Activities
MERCED, CA

DATE: 09-03-19
TIME: 15:32
PAGE: 11

1999	0001	484 HARRIS, LEE	COM	14A	LMH	700.00	100.0	700.00	1	1	100.0	0	1
1999	0001	496 BASKINS, WILLIAM AND CORA	COM	14A	LMH	6,972.60	100.0	6,972.60	1	1	100.0	0	1
1999	0001	505 MOUA, YA YING	COM	14A	LMH	11,857.78	100.0	11,857.78	1	1	100.0	0	1
1999	0001	506 SCOTT, JOANNA	COM	14A	LMH	35,560.87	100.0	35,560.87	1	1	100.0	0	1
1999	0001	507 VAUGHN, FRANCES	COM	14A	LMH	26,276.32	100.0	26,276.32	1	1	100.0	0	1
1999	0020	460 ACTIVITY DELIVERY COST (REHABILITATION)	COM	14H	LMH	236,444.63	0.0	236,444.63	0	0	0.0	0	0
1999 TOTALS: BUDGETED/UNDERWAY						0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED						357,570.18	100.0	357,570.18	9	9	100.0	0	9
						357,570.18	100.0	357,570.18	9	9	100.0	0	9

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	UNITS RENTER
1998	0001	330	LAWRENCE, CYRIL	COM	14A	LMH	196,000.00	100.0	196,000.00	2	2	100.0	0	2
1998	0001	333	HEIL, JUDITH	COM	14A	LMH	1,793.00	100.0	1,793.00	1	1	100.0	0	1
1998	0001	336	GAMEZ, ROBERT	COM	14A	LMH	10,181.00	100.0	10,181.00	1	1	100.0	0	1
1998	0001	341	BREWER, ODELL	COM	14A	LMH	1,620.00	100.0	1,620.00	1	1	100.0	0	1
1998	0001	355	GOVEA, JORGE	COM	14A		0.0	0.0	0.0	0	0	0.0	0	0
1998	0001	378	SANCHEZ, SHIRLEY	COM	14A	LMH	6,219.65	100.0	6,219.65	1	1	100.0	0	1
1998	0001	379	ROMERO, ROBERTO	COM	14A	LMH	26,580.92	100.0	26,580.92	1	1	100.0	0	1
1998	0001	392	BECCERRA, THERESA	COM	14A	LMH	49,028.10	100.0	49,028.10	1	1	100.0	0	1
1998	0001	409	CAMPI, VIVIAN	COM	14A	LMH	8,337.53	100.0	8,337.53	1	1	100.0	0	1
1998	0001	425	HOLLON, NANCY	COM	14A	LMH	41,317.79	100.0	41,317.79	1	1	100.0	0	1
1998	0001	428	CURIEL, THELMA	COM	14A	LMH	900.00	100.0	900.00	1	1	100.0	0	1
1998	0003	335	DERBY, RICHARD	COM	14A	LMH	5,395.00	100.0	5,395.00	1	1	100.0	0	1
1998	0003	340	VANCIL, PEGGY L.	COM	14A	LMH	7,560.80	100.0	7,560.80	1	1	100.0	0	1
1998	0003	410	MOORE, CECIL	COM	14A	LMH	4,282.04	100.0	4,282.04	1	1	100.0	0	1
1998	0003	420	CURIEL, MARGARITA	COM	14A	LMH	3,398.00	100.0	3,398.00	1	1	100.0	0	1

IDIS - PR10

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Housing Activities
MERCED, CA

DATE: 09-03-19
TIME: 15:32
PAGE: 12

1998	0003	426 COLOMER, MARIA	COM	14A	LMH	4,270.96	100.0	4,270.96	1	1	100.0	0	1
1998	0003	427 COMMUNITY SOCIAL MODEL ADVOCATES	COM	14A	LMH	6,707.61	100.0	6,707.61	1	1	100.0	0	1
1998	0003	430 MENDOZA, MIGUEL	COM	14A	LMH	300.00	100.0	300.00	1	1	100.0	0	1
1998	0003	432 STANLEY, DAWN	COM	14A	LMH	5,255.00	100.0	5,255.00	1	1	100.0	0	1
1998	0019	342 ACTIVITY DELIVER COST (REHABILITATION)	COM	14H	LMH	295,550.22	0.0	295,550.22	0	0	0.0	0	0
1998 TOTALS: BUDGETED/UNDERWAY						0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED						674,697.62	100.0	674,697.62	19	19	100.0	0	19
						674,697.62	100.0	674,697.62	19	19	100.0	0	19

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	UNITS RENTER
1997	0001	172	MARTINEZ, LYDIA	COM	14A	LMH	27,828.02	100.0	27,828.02	1	1	100.0	0	1
1997	0001	173	SANCHEZ, MARIA	COM	14A	LMH	62,099.18	100.0	62,099.18	1	1	100.0	0	1
1997	0001	174	BEGA, DELLA ROSE	COM	14A	LMH	6,084.65	100.0	6,084.65	1	1	100.0	0	1
1997	0001	175	MILLS, BELINDA	COM	14A	LMH	4,679.00	100.0	4,679.00	1	1	100.0	0	1
1997	0001	176	LUOPA, SARA	COM	14A	LMH	924.95	100.0	924.95	1	1	100.0	0	1
1997	0001	177	MERRIMAN, AUGUSTUS AND RUTH	COM	14A	LMH	1,145.29	100.0	1,145.29	1	1	100.0	0	1
1997	0001	178	ARROYO, JOSE AND MARIA	COM	14A	LMH	8,675.67	100.0	8,675.67	1	1	100.0	0	1
1997	0001	179	KAMINSKI, PATRICIA	COM	14A	LMH	5,419.50	100.0	5,419.50	1	1	100.0	0	1
1997	0001	181	NISTICO, JAINE	COM	14A	LMH	1,065.02	100.0	1,065.02	1	1	100.0	0	1
1997	0001	182	FENSKIE, MARY	COM	14A	LMH	31,817.85	100.0	31,817.85	1	1	100.0	0	1
1997	0001	183	FITZGIBBON, KATHLEEN	COM	14A	LMH	47,731.58	100.0	47,731.58	1	1	100.0	0	1
1997	0001	207	HANCOCK, DONNA	COM	14A	LMH	0.00	0.0	0.00	1	1	100.0	0	1
1997	0001	209	HARRIS, LEE	COM	14A	LMH	630.73	100.0	630.73	1	1	100.0	0	1
1997	0001	218	FERREL, RALPH	COM	14A	LMH	20,211.09	100.0	20,211.09	1	1	100.0	0	1
1997	0001	232	MENDOZA, MIGUEL	COM	14A	LMH	1,823.71	100.0	1,823.71	1	1	100.0	0	1
1997	0001	242	ALEMAN, RUBEN AND ESTELLA	COM	14A	LMH	35,419.99	100.0	35,419.99	1	1	100.0	0	1

IDIS - PR10

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Housing Activities
MERCED, CA

DATE: 09-03-19
TIME: 15:32
PAGE: 13

1997	0001	243	GAMES, ROBERT	COM	14A	LMH	43,103.25	100.0	43,103.25	1	1	100.0	0	1
1997	0001	244	NARANJO, ANTHONY	COM	14A	LMH	27,947.64	100.0	27,947.64	1	1	100.0	0	1
1997	0001	269	HEIL, JUDITH	COM	14A	LMH	42,204.50	100.0	42,204.50	1	1	100.0	0	1
1997	0001	270	AVELAR, RUBEN	COM	14A	LMH	5,428.62	100.0	5,428.62	1	1	100.0	0	1
1997	0001	271	CURIEL, THELMA	COM	14A	LMH	39,053.09	100.0	39,053.09	1	1	100.0	0	1
1997	0001	272	LACAVA, JENNIE	COM	14A	LMH	1,715.00	100.0	1,715.00	1	1	100.0	0	1
1997	0001	284	GODINEZ, ROSA	COM	14A	LMH	46,426.10	100.0	46,426.10	1	1	100.0	0	1
1997	0001	292	TARIN, DOMINGO	COM	14A	LMH	13,281.92	100.0	13,281.92	1	1	100.0	0	1
1997	0001	304	PEREZ, LUIS	COM	14A	LMH	51,978.34	0.0	0.00	1	1	100.0	0	1
1997	0003	185	HANCOCK, DONNA	COM	14A	LMH	1,443.50	100.0	1,443.50	1	1	100.0	0	1
1997	0003	186	VANCIL, PEGGY	COM	14A	LMH	7,715.13	100.0	7,715.13	1	1	100.0	0	1
1997	0003	187	BELTETON, RIGOBERTO AND MARIA	COM	14A	LMH	751.60	100.0	751.60	1	1	100.0	0	1
1997	0003	210	SPRAGGINS, JOYCE	COM	14A	LMH	357.00	100.0	357.00	1	1	100.0	0	1
1997	0003	246	DELEON, JUANITA	COM	14A	LMH	4,252.00	100.0	4,252.00	1	1	100.0	0	1
1997	0003	274	MORRIS, ESSIE	COM	14A	LMH	6,191.10	100.0	6,191.10	1	1	100.0	0	1
1997	0003	294	CONE, MATHEW AND LINDA	COM	14A	LMH	1,645.00	100.0	1,645.00	1	1	100.0	0	1
1997	0003	295	YUEN, FRED	COM	14A	LMH	10,510.44	100.0	10,510.44	1	1	100.0	0	1
1997	0003	303	COLOMER, MARIA	COM	14A	LMH	2,795.00	100.0	2,795.00	1	1	100.0	0	1
1997	0003	311	DERBY, RICHARD	COM	14A	LMH	409.00	100.0	409.00	1	1	100.0	0	1
1997 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED							562,764.46	90.7	510,786.12	35	35	100.0	0	35
							562,764.46	90.7	510,786.12	35	35	100.0	0	35

PGM	PROJ	IDIS		MTX	NLT	Total	CDBG	OCCUPIED	UNITS	CUMULATIVE				
YEAR	ID	ACT ID	ACTIVITY NAME	STATUS	CD	OBJ	EST. AMT	% CDBG	DRAWN AMOUNT	TOTAL	L/M	% L/M	OWNER	RENTER
1996	0001	160	FLORES, EDUARDO	COM	14A	LMH	38,566.50	100.0	38,566.50	1	1	100.0	0	1
1996	0001	161	KAMINSKI, PATRICIA	COM	14A	LMH	7,448.21	100.0	7,448.21	1	1	100.0	0	1

IDIS - PR10

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Housing Activities
MERCED, CA

DATE: 09-03-19
TIME: 15:32
PAGE: 14

1996	0001	162	MARTINEZ, LYDIA	COM	14A	LMH	6,019.34	100.0	6,019.34	1	1	100.0	0	1
1996	0001	163	SANCHEZ, MARIA	COM	14A	LMH	5,281.39	100.0	5,281.39	1	1	100.0	0	1
1996	0001	164	BEGA, DELLA ROSE	COM	14A	LMH	1,495.32	100.0	1,495.32	1	1	100.0	0	1
1996	0001	165	MENDOZA, MIGUEL	COM	14A	LMH	4,545.76	100.0	4,545.76	1	1	100.0	0	1
1996	0001	166	CHAVOYA, HENRY AND JOSEPHINE	COM	14A	LMH	4,049.07	100.0	4,049.07	1	1	100.0	0	1
1996	0001	167	LUOPA, SARA	COM	14A	LMH	5,430.64	100.0	5,430.64	1	1	100.0	0	1
1996	0001	168	MERIMAN, AUGUSTUS AND RUTH	COM	14A	LMH	2,289.73	100.0	2,289.73	1	1	100.0	0	1
1996	0001	169	ARROYO, JOSE	COM	14A	LMH	13,646.33	100.0	13,646.33	1	1	100.0	0	1
1996	0003	170	HOLLON, NANCY	COM	14A	LMH	3,142.19	100.0	3,142.19	1	1	100.0	0	1
1996	0003	171	VANCIL, PEGGY	COM	14A	LMH	873.02	100.0	873.02	1	1	100.0	0	1
1996 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED							92,787.50	100.0	92,787.50	12	12	100.0	0	12
							92,787.50	100.0	92,787.50	12	12	100.0	0	12

PGM	PROJ	IDIS		MTX	NLT	Total	CDBG	OCCUPIED	UNITS	CUMULATIVE				
YEAR	ID	ACT ID	ACTIVITY NAME	STATUS	CD	OBJ	EST. AMT	% CDBG	DRAWN AMOUNT	TOTAL	L/M	% L/M	OWNER	RENTER
1994	0002	146	Unknown	COM	14A	LMH	0.00		0.00	6	6	100.0	0	6
1994	0002	148	Unknown	COM	14B	LMH	0.00		0.00	3	3	100.0	0	3
1994 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED							0.00	0.0	0.00	9	9	100.0	0	9
							0.00	0.0	0.00	9	9	100.0	0	9

IDIS - PR15

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Cost Per Home-Assisted Unit/Family
MERCED, CA

DATE: 09-03-19
TIME: 15:35
PAGE: 1

Program Year: 2018

All Years - Completions

Activity Type	# of Units/ Families	Total Cost	Home Subsidy	Total Cost Per Unit/Family	Home Subsidy Per Unit/Family
ACQUISITION AND REHABILITATION	3	215,000	236,500	71,666	78,833
	3	215,000	236,500	71,666	78,833

* TBRA cost per family may include security deposits only and may be varying contract terms.

** Number of families who have received TBRA payments. Home subsidy per family reflects disbursements to date and will increase month

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 HOME Lower Income Benefit - All Fiscal Years
 Completed Activities Only
 MERCED , CA

	----- Percent of Area Median Income -----				Total 0% - 60%	Total 0% - 80%	Reported As Vacant
	0% - 30%	31% - 50%	51% - 60%	61% - 80%			
<u>Rental Activities</u>							
Units Completed	29	76	28	5	133	138	42
TBRA Families *	0	0	0	0	0	0	0
Lower Income Benefit %	21.0	55.1	20.3	3.6	96.4	100.0	
<u>Homebuyer Activities</u>							
Units Completed	5	73	84	287	162	449	0
Lower Income Benefit %	1.1	16.3	18.7	63.9	36.1	100.0	
<u>Homeowner Activities</u>							
Units Completed	14	20	11	29	45	74	0
Lower Income Benefit %	18.9	27.0	14.9	39.2	60.8	100.0	
<u>Total By Median Income</u>							
Units Completed	48	169	123	321	340	661	42
TBRA Families *	0	0	0	0	0	0	0
Lower Income Benefit %	7.3	25.6	18.6	48.6	51.4	100.0	

* TBRA Families are all families reported in TBRA activities which have had funds disbursed

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 HOME Lower Income Benefit - All Fiscal Years
 Completed Activities Only
 MERCED , CA

Funding Agency: CALIFORNIA

	----- Percent of Area Median Income -----				Total	Total	Reported As Vacant
	0% - 30%	31% - 50%	51% - 60%	61% - 80%	0% - 60%	0% - 80%	
<u>Rental Activities</u>							
Units Completed	1	5	1	0	7	7	0
TBRA Families *	0	0	0	0	0	0	0
Lower Income Benefit %	14.3	71.4	14.3	0.0	100.0	100.0	
<u>Homebuyer Activities</u>							
Units Completed	1	14	12	49	27	76	0
Lower Income Benefit %	1.3	18.4	15.8	64.5	35.5	100.0	
<u>Homeowner Activities</u>							
Units Completed	2	10	5	11	17	28	0
Lower Income Benefit %	7.1	35.7	17.9	39.3	60.7	100.0	
<u>Total By Median Income</u>							
Units Completed	4	29	18	60	51	111	0
TBRA Families *	0	0	0	0	0	0	0
Lower Income Benefit %	3.6	26.1	16.2	54.1	45.9	100.0	

* TBRA Families are all families reported in TBRA activities which have had funds disbursed



MERCED

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open		Completed		Program Year Count	Total Activities Disbursed
		Count	Amount	Count	Amount		
Economic Development	ED Technical Assistance (18B)	1	\$0.00	0	\$0.00	1	\$0.00
	Total Economic Development	1	\$0.00	0	\$0.00	1	\$0.00
Housing	Rehab; Single-Unit Residential (14A)	2	\$175,205.01	0	\$0.00	2	\$175,205.01
	Acquisition for Rehabilitation (14G)	0	\$0.00	2	\$545,011.50	2	\$545,011.50
	Total Housing	2	\$175,205.01	2	\$545,011.50	4	\$720,216.51
Public Facilities and Improvements	Water/Sewer Improvements (03J)	1	\$307,913.40	0	\$0.00	1	\$307,913.40
	Sidewalks (03L)	2	\$367,744.25	1	\$573.35	3	\$368,317.60
	Total Public Facilities and Improvements	3	\$675,657.65	1	\$573.35	4	\$676,231.00
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	0	\$0.00	1	\$16,000.00	1	\$16,000.00
	Senior Services (05A)	0	\$0.00	1	\$20,000.00	1	\$20,000.00
	Youth Services (05D)	0	\$0.00	1	\$9,881.57	1	\$9,881.57
	Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)	0	\$0.00	1	\$0.00	1	\$0.00
	Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)	1	\$0.00	0	\$0.00	1	\$0.00
	Child Care Services (05L)	0	\$0.00	1	\$6,029.79	1	\$6,029.79
	Subsistence Payment (05Q)	1	\$19,062.00	3	\$20,300.00	4	\$39,362.00
	Neighborhood Cleanups (05V)	0	\$0.00	1	\$60,000.00	1	\$60,000.00
	Total Public Services	2	\$19,062.00	9	\$132,211.36	11	\$151,273.36
	General Administration and Planning	Planning (20)	0	\$0.00	1	\$38,000.00	1
General Program Administration (21A)		0	\$0.00	2	\$138,947.16	2	\$138,947.16
Indirect Costs (21B)		0	\$0.00	1	\$59,897.61	1	\$59,897.61
HOME Admin/Planning Costs of PJ (21H)		0	\$0.00	1	\$30,117.94	1	\$30,117.94
Total General Administration and Planning		0	\$0.00	5	\$266,962.71	5	\$266,962.71
Grand Total		8	\$869,924.66	17	\$944,758.92	25	\$1,814,683.58



MERCED

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Economic Development	ED Technical Assistance (18B)	Business	62,733	0	62,733
	Total Economic Development		62,733	0	62,733
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	0	0	0
	Acquisition for Rehabilitation (14G)	Housing Units	0	4	4
	Total Housing		0	4	4
Public Facilities and Improvements	Water/Sewer Improvements (03J)	Persons	0	0	0
	Sidewalks (03L)	Public Facilities	28,715	5,070	33,785
	Total Public Facilities and Improvements		28,715	5,070	33,785
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	Persons	0	308	308
	Senior Services (05A)	Persons	0	85	85
	Youth Services (05D)	Persons	0	14	14
	Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)	Persons	0	7	7
	Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)	Persons	5	0	5
	Child Care Services (05L)	Persons	0	17	17
	Subsistence Payment (05Q)	Persons	23	51	74
	Neighborhood Cleanups (05V)	Persons	0	9,715	9,715
	Total Public Services		28	10,197	10,225
Grand Total			91,476	15,271	106,747



MERCED

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Hispanic				
		Total Persons	Persons	Total Households	Total Hispanic Households	
Housing	White	0	0	3	3	
	Other multi-racial	0	0	1	1	
	Total Housing	0	0	4	4	
Non Housing	White	189	16	0	0	
	Black/African American	95	0	0	0	
	Asian	1	0	0	0	
	American Indian/Alaskan Native	2	2	0	0	
	American Indian/Alaskan Native & White	1	1	0	0	
	Amer. Indian/Alaskan Native & Black/African Amer.	1	0	0	0	
	Other multi-racial	221	189	0	0	
	Total Non Housing	510	208	0	0	
	Grand Total	White	189	16	3	3
		Black/African American	95	0	0	0
Asian		1	0	0	0	
American Indian/Alaskan Native		2	2	0	0	
American Indian/Alaskan Native & White		1	1	0	0	
Amer. Indian/Alaskan Native & Black/African Amer.		1	0	0	0	
Other multi-racial		221	189	1	1	
Total Grand Total		510	208	4	4	



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CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low (<=30%)	0	2	0
	Low (>30% and <=50%)	0	2	0
	Mod (>50% and <=80%)	0	0	0
	Total Low-Mod	0	4	0
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	0	4	0
Non Housing	Extremely Low (<=30%)	0	0	444
	Low (>30% and <=50%)	0	0	16
	Mod (>50% and <=80%)	0	0	0
	Total Low-Mod	0	0	460
	Non Low-Mod (>80%)	0	0	2
	Total Beneficiaries	0	0	462



Program Year: 2018
 Start Date 01-Jul-2018 - End Date 30-Jun-2019
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 Home Disbursements and Unit Completions

Activity Type	Disbursed Amount	Units Completed	Units Occupied
Rentals	\$236,500.00	3	3
Total, Rentals and TBRA	\$236,500.00	3	3
Grand Total	\$236,500.00	3	3

Home Unit Completions by Percent of Area Median Income

Activity Type	Units Completed			
	0% - 30%	51% - 60%	Total 0% - 60%	Total 0% - 80%
Rentals	2	1	3	3
Total, Rentals and TBRA	2	1	3	3
Grand Total	2	1	3	3

Home Unit Reported As Vacant

Activity Type	Reported as Vacant
Rentals	0
Total, Rentals and TBRA	0
Grand Total	0



Program Year: 2018
 Start Date 01-Jul-2018 - End Date 30-Jun-2019
 MERCED

Home Unit Completions by Racial / Ethnic Category

	Rentals		Grand Total	
	Units Completed	Units Completed - Hispanics	Units Completed	Units Completed - Hispanics
White	3	3	3	3
Total	3	3	3	3

	Total, Rentals and TBRA		Grand Total	
	Units Completed	Units Completed - Hispanics	Units Completed	Units Completed - Hispanics
White	3	3	3	3
Total	3	3	3	3



PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,454,018.17
02 ENTITLEMENT GRANT	1,128,771.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	234,962.12
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	18,329.21
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,836,080.50
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,547,720.87
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,547,720.87
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	266,962.71
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,814,683.58
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,021,396.92
PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	275,000.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,272,720.87
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	1,547,720.87
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2017 PY: 2018 PY: 2019
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	2,275,980.18
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	2,275,980.18
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	100.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	151,273.36
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	30,938.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	10,181.57
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	172,029.79
32 ENTITLEMENT GRANT	1,128,771.00
33 PRIOR YEAR PROGRAM INCOME	176,736.40
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,305,507.40
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.18%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	266,962.71
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	266,962.71
42 ENTITLEMENT GRANT	1,128,771.00
43 CURRENT YEAR PROGRAM INCOME	234,962.12
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,363,733.12
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.58%



LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17
 Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Plan Year	IDIS Project	IDIS Activity	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	14	1126	Sierra Saving Grace Homeless Project	14G	LMH	\$275,000.00
				14G	Matrix Code	\$275,000.00
Total						\$275,000.00

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	17	1102	6260687	GATEWAY TERRACE II - CVCAH (CHDO)	03J	LMC	\$307,913.40
					03J	Matrix Code	\$307,913.40
2016	5	1094	6197984	ADA Ramp and Sidewalk Modifications #117007	03L	LMA	\$573.35
2017	6	1117	6197984	ADA Sidewalk/Ramp Improvements #118027	03L	LMA	\$2,526.17
2017	6	1117	6220312	ADA Sidewalk/Ramp Improvements #118027	03L	LMA	\$178.61
2017	6	1117	6228890	ADA Sidewalk/Ramp Improvements #118027	03L	LMA	\$7,727.80
2017	6	1117	6271922	ADA Sidewalk/Ramp Improvements #118027	03L	LMA	\$39,334.77
2017	6	1117	6276157	ADA Sidewalk/Ramp Improvements #118027	03L	LMA	\$135,147.82
2017	6	1117	6289384	ADA Sidewalk/Ramp Improvements #118027	03L	LMA	\$76,812.19
2017	15	1118	6197984	ADA Ramps & Sidewalk Improvements #118028	03L	LMA	\$700.04
2017	15	1118	6228890	ADA Ramps & Sidewalk Improvements #118028	03L	LMA	\$22,158.06
2017	15	1118	6246636	ADA Ramps & Sidewalk Improvements #118028	03L	LMA	\$4.34
2017	15	1118	6271922	ADA Ramps & Sidewalk Improvements #118028	03L	LMA	\$53,826.66
2017	15	1118	6276157	ADA Ramps & Sidewalk Improvements #118028	03L	LMA	\$28,942.48
2017	15	1118	6289384	ADA Ramps & Sidewalk Improvements #118028	03L	LMA	\$385.31
					03L	Matrix Code	\$368,317.60
2018	3	1124	6255010	Merced Rescue Mission - Warming Center	03T	LMC	\$14,685.79
2018	3	1124	6260687	Merced Rescue Mission - Warming Center	03T	LMC	\$1,314.21
					03T	Matrix Code	\$16,000.00
2018	15	1130	6220312	Healthy House - Senior Rental Assistance	05A	LMC	\$7,865.09
2018	15	1130	6260687	Healthy House - Senior Rental Assistance	05A	LMC	\$7,235.56
2018	15	1130	6278160	Healthy House - Senior Rental Assistance	05A	LMC	\$4,899.35
					05A	Matrix Code	\$20,000.00
2017	10	1111	6198620	Symple Equazion - Youth I Can Program	05D	LMC	\$9,881.57
					05D	Matrix Code	\$9,881.57
2018	5	1127	6260687	Kiddie Bootcamp	05L	LMC	\$1,262.59
2018	5	1127	6278160	Kiddie Bootcamp	05L	LMC	\$4,767.20
					05L	Matrix Code	\$6,029.79
2017	17	1108	6197984	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	\$300.00
2018	2	1128	6228890	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	\$4,000.00
2018	2	1128	6246636	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	\$3,804.00
2018	2	1128	6255010	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	\$796.00
2018	2	1128	6260687	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	\$10,462.00
2018	7	1129	6260687	Sierra Saving Grace - Emergency Shelter Assistance	05Q	LMC	\$16,763.74
2018	7	1129	6276157	Sierra Saving Grace - Emergency Shelter Assistance	05Q	LMC	\$3,236.26
					05Q	Matrix Code	\$39,362.00
2018	6	1131	6238022	Restore Merced / Neighborhood Clean-up	05V	LMA	\$17,687.51
2018	6	1131	6260687	Restore Merced / Neighborhood Clean-up	05V	LMA	\$25,768.18



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System
 PR26 - CDBG Financial Summary Report
 Program Year 2018
 MERCED, CA

DATE: 08-28-19
 TIME: 14:05
 PAGE: 3

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	6	1131	6276157	Restore Merced / Neighborhood Clean-up	05V	LMA	\$8,258.45
2018	6	1131	6278160	Restore Merced / Neighborhood Clean-up	05V	LMA	\$8,285.86
					05V	Matrix Code	\$60,000.00
2016	9	1100	6197984	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	\$12,025.54
2016	9	1100	6198620	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	\$17,091.82
2016	9	1100	6201743	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	\$2,463.59
2016	9	1100	6220312	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	\$27,685.33
2016	9	1100	6228890	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	\$63,901.30
2016	9	1100	6238022	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	\$3,995.47
2016	9	1100	6246636	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	\$228.00
2016	9	1100	6255010	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	\$726.00
2016	9	1100	6260687	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	\$9,284.03
2016	9	1100	6276157	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	\$24,877.93
2016	9	1100	6278160	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	\$6,898.38
2016	9	1100	6289384	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	LMH	\$6,027.62
					14A	Matrix Code	\$175,205.01
2018	11	1125	6260687	Merced Rescue Mission - Hope for Families	14G	LMH	\$270,011.50
					14G	Matrix Code	\$270,011.50
Total							\$1,272,720.87

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	3	1124	6255010	Merced Rescue Mission - Warming Center	03T	LMC	\$14,685.79
2018	3	1124	6260687	Merced Rescue Mission - Warming Center	03T	LMC	\$1,314.21
					03T	Matrix Code	\$16,000.00
2018	15	1130	6220312	Healthy House - Senior Rental Assistance	05A	LMC	\$7,865.09
2018	15	1130	6260687	Healthy House - Senior Rental Assistance	05A	LMC	\$7,235.56
2018	15	1130	6278160	Healthy House - Senior Rental Assistance	05A	LMC	\$4,899.35
					05A	Matrix Code	\$20,000.00
2017	10	1111	6198620	Symple Equazion - Youth I Can Program	05D	LMC	\$9,881.57
					05D	Matrix Code	\$9,881.57
2018	5	1127	6260687	Kiddie Bootcamp	05L	LMC	\$1,262.59
2018	5	1127	6278160	Kiddie Bootcamp	05L	LMC	\$4,787.20
					05L	Matrix Code	\$6,029.79
2017	17	1108	6197984	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	\$300.00
2018	2	1128	6228890	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	\$4,000.00
2018	2	1128	6246636	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	\$3,804.00
2018	2	1128	6255010	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	\$796.00
2018	2	1128	6260687	Merced Rescue Mission - Rental Deposits/Rapid Re-Housing Program	05Q	LMC	\$10,462.00
2018	7	1129	6260687	Sierra Saving Grace - Emergency Shelter Assistance	05Q	LMC	\$16,763.74



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System
 PR26 - CDBG Financial Summary Report
 Program Year 2018
 MERCED, CA

DATE: 08-28-19
 TIME: 14:05
 PAGE: 4

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	7	1129	6276157	Sierra Saving Grace - Emergency Shelter Assistance	05Q	LMC	\$3,236.26
					05Q	Matrix Code	\$39,362.00
2018	6	1131	6238022	Restore Merced / Neighborhood Clean-up	05V	LMA	\$17,687.51
2018	6	1131	6260687	Restore Merced / Neighborhood Clean-up	05V	LMA	\$25,768.18
2018	6	1131	6276157	Restore Merced / Neighborhood Clean-up	05V	LMA	\$8,258.45
2018	6	1131	6278160	Restore Merced / Neighborhood Clean-up	05V	LMA	\$8,285.86
					05V	Matrix Code	\$60,000.00
Total							\$151,273.36

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	20	1132	6276157	Continuum of Care - Merced County	20		\$38,000.00
					20	Matrix Code	\$38,000.00
2018	1	1122	6197984	Direct Housing Admin	21A		\$10,702.79
2018	1	1122	6201743	Direct Housing Admin	21A		\$5,646.59
2018	1	1122	6220312	Direct Housing Admin	21A		\$20,178.89
2018	1	1122	6228890	Direct Housing Admin	21A		\$10,906.60
2018	1	1122	6238022	Direct Housing Admin	21A		\$10,003.29
2018	1	1122	6246636	Direct Housing Admin	21A		\$8,429.74
2018	1	1122	6255010	Direct Housing Admin	21A		\$17,420.49
2018	1	1122	6260687	Direct Housing Admin	21A		\$43.80
2018	1	1122	6271922	Direct Housing Admin	21A		\$16,538.94
2018	1	1122	6276157	Direct Housing Admin	21A		\$22,816.27
2018	1	1122	6278160	Direct Housing Admin	21A		\$8,658.61
2018	1	1122	6289384	Direct Housing Admin	21A		\$7,601.15
					21A	Matrix Code	\$138,947.16
2018	1	1123	6255010	INDIRECT ADMIN COSTS	21B		\$41,286.61
2018	1	1123	6278160	INDIRECT ADMIN COSTS	21B		\$2,224.14
2018	1	1123	6289384	INDIRECT ADMIN COSTS	21B		\$16,386.86
					21B	Matrix Code	\$59,897.61
2018	1	1133	6255010	INDIRECT ADMIN COSTS / HOME ACTIVITIES	21H		\$20,759.89
2018	1	1133	6278160	INDIRECT ADMIN COSTS / HOME ACTIVITIES	21H		\$1,118.35
2018	1	1133	6289384	INDIRECT ADMIN COSTS / HOME ACTIVITIES	21H		\$8,239.70
					21H	Matrix Code	\$30,117.94
Total							\$266,962.71

**PR26 - CDBG FINANCIAL SUMMARY REPORT
PROGRAM YEAR 2018
MERCED, CA**

**DATE: 8/26/2019
PAGE: 1A**

EXPLANATION OF ADJUSTMENTS

Line #07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE

Program Income Received PY 17/18, but not receipted in IDIS until PY 18/19	-\$5,658.80
Program Income Received PY 18/19, but not receipted in IDIS until PY 19/20	\$23,988.01
LINE #07 TOTAL:	\$18,329.21



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Status of HOME Grants
 MERCED

DATE: 09-03-19
 TIME: 15:46
 PAGE: 1

IDIS - PR27

Commitments from Authorized Funds

Fiscal Year	Total Authorization	Admin/CHDO OP Authorization	CR/CL/CC – Amount Committed to CHDOS	% CHDO Cmtd	SU Funds-Subgrants to Other Entities	EN Funds-PJ Committed to Activities	Total Authorized Commitments	% of Auth Cmtd
1994	\$500,000.00	\$0.00	\$75,000.00	15.0%	\$0.00	\$425,000.00	\$500,000.00	100.0%
1995	\$487,000.00	\$0.00	\$73,050.00	15.0%	\$0.00	\$413,950.00	\$487,000.00	100.0%
1996	\$541,000.00	\$0.00	\$81,150.00	15.0%	\$0.00	\$459,850.00	\$541,000.00	100.0%
1997	\$531,000.00	\$0.00	\$79,650.00	15.0%	\$0.00	\$451,350.00	\$531,000.00	100.0%
1998	\$568,000.00	\$0.00	\$85,200.00	15.0%	\$0.00	\$482,800.00	\$568,000.00	100.0%
1999	\$611,000.00	\$0.00	\$139,820.00	22.8%	\$0.00	\$471,180.00	\$611,000.00	100.0%
2000	\$613,000.00	\$0.00	\$250,259.00	40.8%	\$0.00	\$362,741.00	\$613,000.00	100.0%
2001	\$682,000.00	\$0.00	\$102,300.00	15.0%	\$0.00	\$579,700.00	\$682,000.00	100.0%
2002	\$680,000.00	\$6,000.00	\$102,000.00	15.0%	\$0.00	\$572,000.00	\$680,000.00	100.0%
2003	\$700,348.00	\$3,000.00	\$105,052.20	15.0%	\$0.00	\$592,295.80	\$700,348.00	100.0%
2004	\$697,936.00	\$0.30	\$104,700.00	15.0%	\$0.00	\$593,235.70	\$697,936.00	100.0%
2005	\$665,615.00	\$54,335.00	\$99,842.25	15.0%	\$0.00	\$511,437.75	\$665,615.00	100.0%
2006	\$625,931.00	\$3,000.00	\$93,890.00	15.0%	\$0.00	\$529,041.00	\$625,931.00	100.0%
2007	\$621,447.00	\$62,144.70	\$0.00	0.0%	\$0.00	\$559,302.30	\$621,447.00	100.0%
2008	\$466,280.23	\$74,520.06	\$135,017.22	28.9%	\$0.00	\$256,742.95	\$466,280.23	100.0%
2009	\$667,720.00	\$68,972.00	\$100,500.00	15.0%	\$0.00	\$498,248.00	\$667,720.00	100.0%
2010	\$666,386.00	\$16,345.84	\$99,958.00	15.0%	\$0.00	\$550,082.16	\$666,386.00	100.0%
2011	\$588,197.00	\$60,819.70	\$88,234.00	15.0%	\$0.00	\$439,143.30	\$588,197.00	100.0%
2012	\$386,355.00	\$38,635.50	\$57,953.25	15.0%	\$0.00	\$289,766.25	\$386,355.00	100.0%
2013	\$354,406.00	\$35,440.60	\$53,168.10	15.0%	\$0.00	\$265,797.30	\$354,406.00	100.0%
2014	\$350,123.00	\$35,012.30	\$153,871.55	43.9%	\$0.00	\$161,239.14	\$350,122.99	99.9%
2015	\$305,810.00	\$30,581.00	\$150,000.00	49.0%	\$0.00	\$125,229.00	\$305,810.00	100.0%
2016	\$329,958.00	\$31,004.00	\$150,000.00	45.4%	\$0.00	\$148,954.00	\$329,958.00	100.0%
2017	\$332,769.00	\$30,500.00	\$214,410.00	64.4%	\$0.00	\$54,407.58	\$299,317.58	89.9%
2018	\$520,415.00	\$51,000.00	\$0.00	0.0%	\$0.00	\$0.00	\$51,000.00	9.7%
Total	\$13,492,696.23	\$601,311.00	\$2,595,025.57	19.2%	\$0.00	\$9,793,493.23	\$12,989,829.80	96.2%



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Status of HOME Grants
 MERCED

DATE: 09-03-19
 TIME: 15:46
 PAGE: 2

IDIS - PR27

Program Income (PI)

Program Year	Total Receipts	Amount Suballocated to PA	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
1994	\$0.00	N/A	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
1995	\$0.00	N/A	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
1996	\$28,669.31	N/A	\$28,669.31	100.0%	\$28,669.31	\$0.00	\$28,669.31	100.0%
1997	\$74,704.61	N/A	\$74,704.61	100.0%	\$74,704.61	\$0.00	\$74,704.61	100.0%
1998	\$30,874.78	N/A	\$30,874.78	100.0%	\$30,874.78	\$0.00	\$30,874.78	100.0%
1999	\$138,784.81	N/A	\$138,784.81	100.0%	\$138,784.81	\$0.00	\$138,784.81	100.0%
2000	\$189,259.41	N/A	\$189,259.41	100.0%	\$189,259.41	\$0.00	\$189,259.41	100.0%
2001	\$244,884.80	N/A	\$244,884.80	100.0%	\$244,884.80	\$0.00	\$244,884.80	100.0%
2002	\$772,829.84	N/A	\$772,829.84	100.0%	\$772,829.84	\$0.00	\$772,829.84	100.0%
2003	\$792,402.29	N/A	\$792,402.29	100.0%	\$792,402.29	\$0.00	\$792,402.29	100.0%
2004	\$606,580.12	N/A	\$606,580.12	100.0%	\$606,580.12	\$0.00	\$606,580.12	100.0%
2005	\$496,044.39	N/A	\$496,044.39	100.0%	\$496,044.39	\$0.00	\$496,044.39	100.0%
2006	\$444,771.03	N/A	\$444,771.03	100.0%	\$444,771.03	\$0.00	\$444,771.03	100.0%
2007	\$173,696.91	N/A	\$173,696.91	100.0%	\$173,696.91	\$0.00	\$173,696.91	100.0%
2008	\$89,951.72	N/A	\$89,951.72	100.0%	\$89,951.72	\$0.00	\$89,951.72	100.0%
2009	\$110,596.52	N/A	\$110,596.52	100.0%	\$110,596.52	\$0.00	\$110,596.52	100.0%
2010	\$103,878.83	N/A	\$103,878.83	100.0%	\$103,878.83	\$0.00	\$103,878.83	100.0%
2011	\$99,994.68	N/A	\$99,994.68	100.0%	\$99,994.68	\$0.00	\$99,994.68	100.0%
2012	\$95,288.52	\$0.00	\$95,288.52	100.0%	\$95,288.52	\$0.00	\$95,288.52	100.0%
2013	\$91,177.74	\$0.00	\$91,177.74	100.0%	\$91,177.74	\$0.00	\$91,177.74	100.0%
2014	\$152,345.70	\$0.00	\$152,345.70	100.0%	\$152,345.70	\$0.00	\$152,345.70	100.0%
2015	\$123,770.77	\$0.00	\$123,770.77	100.0%	\$123,770.77	\$0.00	\$123,770.77	100.0%
2016	\$553,179.20	\$0.00	\$553,179.20	100.0%	\$338,448.21	\$0.00	\$338,448.21	61.1%
2017	\$195,909.18	\$0.00	\$195,909.18	100.0%	\$195,909.18	\$0.00	\$195,909.18	100.0%
2018	\$68,629.17	\$0.00	\$40,590.82	59.1%	\$40,590.82	\$0.00	\$40,590.82	59.1%
2019	\$3,521.32	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
Total	\$5,681,745.65	\$0.00	\$5,650,185.98	99.4%	\$5,435,454.99	\$0.00	\$5,435,454.99	95.6%



IDIS - PR27

Program Income for Administration (PA)

Program Year	Authorized Amount	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2012	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2013	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2014	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2015	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2016	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2017	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2018	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2019	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
Total	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%



IDIS - PR27

Recaptured Homebuyer Funds (HP)

Program Year	Total Receipts	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2015	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2016	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2017	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2018	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2019	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
Total	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%



IDIS - PR27

Repayments to Local Account (IU)

Program Year	Total Receipts	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2015	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2016	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2017	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2018	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2019	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
Total	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Status of HOME Grants
 MERCED

DATE: 09-03-19
 TIME: 15:46
 PAGE: 6

IDIS - PR27

Disbursements from Treasury Account

Fiscal Year	Total Authorization	Disbursed	Returned	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disb	Available to Disburse
1994	\$500,000.00	\$500,000.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00	100.0%	\$0.00
1995	\$487,000.00	\$487,000.00	\$0.00	\$487,000.00	\$0.00	\$487,000.00	100.0%	\$0.00
1996	\$541,000.00	\$541,000.00	\$0.00	\$541,000.00	\$0.00	\$541,000.00	100.0%	\$0.00
1997	\$531,000.00	\$531,000.00	\$0.00	\$531,000.00	\$0.00	\$531,000.00	100.0%	\$0.00
1998	\$568,000.00	\$568,000.00	\$0.00	\$568,000.00	\$0.00	\$568,000.00	100.0%	\$0.00
1999	\$611,000.00	\$611,000.00	\$0.00	\$611,000.00	\$0.00	\$611,000.00	100.0%	\$0.00
2000	\$613,000.00	\$613,000.00	\$0.00	\$613,000.00	\$0.00	\$613,000.00	100.0%	\$0.00
2001	\$682,000.00	\$682,000.00	\$0.00	\$682,000.00	\$0.00	\$682,000.00	100.0%	\$0.00
2002	\$680,000.00	\$680,000.00	\$0.00	\$680,000.00	\$0.00	\$680,000.00	100.0%	\$0.00
2003	\$700,348.00	\$700,348.00	\$0.00	\$700,348.00	\$0.00	\$700,348.00	100.0%	\$0.00
2004	\$697,936.00	\$697,936.00	\$0.00	\$697,936.00	\$0.00	\$697,936.00	100.0%	\$0.00
2005	\$665,615.00	\$665,615.00	\$0.00	\$665,615.00	\$0.00	\$665,615.00	100.0%	\$0.00
2006	\$625,931.00	\$625,931.00	\$0.00	\$625,931.00	\$0.00	\$625,931.00	100.0%	\$0.00
2007	\$621,447.00	\$621,447.00	\$0.00	\$621,447.00	\$0.00	\$621,447.00	100.0%	\$0.00
2008	\$466,280.23	\$466,280.23	\$0.00	\$466,280.23	\$0.00	\$466,280.23	100.0%	\$0.00
2009	\$667,720.00	\$667,720.00	\$0.00	\$667,720.00	\$0.00	\$667,720.00	100.0%	\$0.00
2010	\$666,386.00	\$666,386.00	\$0.00	\$666,386.00	\$0.00	\$666,386.00	100.0%	\$0.00
2011	\$588,197.00	\$588,197.00	\$0.00	\$588,197.00	\$0.00	\$588,197.00	100.0%	\$0.00
2012	\$386,355.00	\$386,355.00	\$0.00	\$386,355.00	\$0.00	\$386,355.00	100.0%	\$0.00
2013	\$354,406.00	\$354,406.00	\$0.00	\$354,406.00	\$0.00	\$354,406.00	100.0%	\$0.00
2014	\$350,123.00	\$350,122.99	\$0.00	\$350,122.99	\$0.00	\$350,122.99	99.9%	\$0.01
2015	\$305,810.00	\$46,890.67	\$0.00	\$46,890.67	\$0.00	\$46,890.67	15.3%	\$258,919.33
2016	\$329,958.00	\$31,004.00	\$0.00	\$31,004.00	\$0.00	\$31,004.00	9.3%	\$298,954.00
2017	\$332,769.00	\$41,639.65	\$0.00	\$41,639.65	\$0.00	\$41,639.65	12.5%	\$291,129.35
2018	\$520,415.00	\$51,000.00	\$0.00	\$51,000.00	\$0.00	\$51,000.00	9.7%	\$469,415.00
Total	\$13,492,696.23	\$12,174,278.54	\$0.00	\$12,174,278.54	\$0.00	\$12,174,278.54	90.2%	\$1,318,417.69



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Status of HOME Grants
 MERCED

DATE: 09-03-19
 TIME: 15:46
 PAGE: 7

IDIS - PR27

Home Activities Commitments/Disbursements from Treasury Account

Fiscal Year	Authorized for Activities	Amount Committed to Activities	% Cmtd	Disbursed	Returned	Net Disbursed	% Net Disb	Disbursed Pending Approval	Total Disbursed	% Disb
1994	\$500,000.00	\$500,000.00	100.0%	\$500,000.00	\$0.00	\$500,000.00	100.0%	\$0.00	\$500,000.00	100.0%
1995	\$487,000.00	\$487,000.00	100.0%	\$487,000.00	\$0.00	\$487,000.00	100.0%	\$0.00	\$487,000.00	100.0%
1996	\$541,000.00	\$541,000.00	100.0%	\$541,000.00	\$0.00	\$541,000.00	100.0%	\$0.00	\$541,000.00	100.0%
1997	\$531,000.00	\$531,000.00	100.0%	\$531,000.00	\$0.00	\$531,000.00	100.0%	\$0.00	\$531,000.00	100.0%
1998	\$568,000.00	\$568,000.00	100.0%	\$568,000.00	\$0.00	\$568,000.00	100.0%	\$0.00	\$568,000.00	100.0%
1999	\$611,000.00	\$611,000.00	100.0%	\$611,000.00	\$0.00	\$611,000.00	100.0%	\$0.00	\$611,000.00	100.0%
2000	\$613,000.00	\$613,000.00	100.0%	\$613,000.00	\$0.00	\$613,000.00	100.0%	\$0.00	\$613,000.00	100.0%
2001	\$682,000.00	\$682,000.00	100.0%	\$682,000.00	\$0.00	\$682,000.00	100.0%	\$0.00	\$682,000.00	100.0%
2002	\$674,000.00	\$674,000.00	100.0%	\$674,000.00	\$0.00	\$674,000.00	100.0%	\$0.00	\$674,000.00	100.0%
2003	\$697,348.00	\$697,348.00	100.0%	\$697,348.00	\$0.00	\$697,348.00	100.0%	\$0.00	\$697,348.00	100.0%
2004	\$697,935.70	\$697,935.70	100.0%	\$697,935.70	\$0.00	\$697,935.70	100.0%	\$0.00	\$697,935.70	100.0%
2005	\$611,280.00	\$611,280.00	100.0%	\$611,280.00	\$0.00	\$611,280.00	100.0%	\$0.00	\$611,280.00	100.0%
2006	\$622,931.00	\$622,931.00	100.0%	\$622,931.00	\$0.00	\$622,931.00	100.0%	\$0.00	\$622,931.00	100.0%
2007	\$559,302.30	\$559,302.30	100.0%	\$559,302.30	\$0.00	\$559,302.30	100.0%	\$0.00	\$559,302.30	100.0%
2008	\$391,760.17	\$391,760.17	100.0%	\$391,760.17	\$0.00	\$391,760.17	100.0%	\$0.00	\$391,760.17	100.0%
2009	\$598,748.00	\$598,748.00	100.0%	\$598,748.00	\$0.00	\$598,748.00	100.0%	\$0.00	\$598,748.00	100.0%
2010	\$650,040.16	\$650,040.16	100.0%	\$650,040.16	\$0.00	\$650,040.16	100.0%	\$0.00	\$650,040.16	100.0%
2011	\$527,377.30	\$527,377.30	100.0%	\$527,377.30	\$0.00	\$527,377.30	100.0%	\$0.00	\$527,377.30	100.0%
2012	\$347,719.50	\$347,719.50	100.0%	\$347,719.50	\$0.00	\$347,719.50	100.0%	\$0.00	\$347,719.50	100.0%
2013	\$318,965.40	\$318,965.40	100.0%	\$318,965.40	\$0.00	\$318,965.40	100.0%	\$0.00	\$318,965.40	100.0%
2014	\$315,110.70	\$315,110.69	99.9%	\$315,110.69	\$0.00	\$315,110.69	99.9%	\$0.00	\$315,110.69	99.9%
2015	\$275,229.00	\$275,229.00	100.0%	\$16,309.67	\$0.00	\$16,309.67	5.9%	\$0.00	\$16,309.67	5.9%
2016	\$298,954.00	\$298,954.00	100.0%	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%
2017	\$302,269.00	\$268,817.58	88.9%	\$11,139.65	\$0.00	\$11,139.65	3.6%	\$0.00	\$11,139.65	3.6%
2018	\$469,415.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%
Total	\$12,891,385.23	\$12,388,518.80	96.0%	\$11,572,967.54	\$0.00	\$11,572,967.54	89.7%	\$0.00	\$11,572,967.54	89.7%



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Status of HOME Grants
 MERCED

DATE: 09-03-19
 TIME: 15:46
 PAGE: 8

IDIS - PR27

Administrative Funds (AD)

Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1994	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1995	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1996	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1997	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1998	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1999	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2000	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2001	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2002	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2003	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2004	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2005	\$54,335.00	\$54,335.00	100.0%	\$0.00	\$54,335.00	100.0%	\$0.00
2006	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2007	\$62,144.70	\$62,144.70	100.0%	\$0.00	\$62,144.70	100.0%	\$0.00
2008	\$68,520.06	\$68,520.06	100.0%	\$0.00	\$68,520.06	100.0%	\$0.00
2009	\$66,972.00	\$66,972.00	100.0%	\$0.00	\$66,972.00	100.0%	\$0.00
2010	\$14,345.84	\$14,345.84	100.0%	\$0.00	\$14,345.84	100.0%	\$0.00
2011	\$58,819.70	\$58,819.70	100.0%	\$0.00	\$58,819.70	100.0%	\$0.00
2012	\$38,635.50	\$38,635.50	100.0%	\$0.00	\$38,635.50	100.0%	\$0.00
2013	\$35,440.60	\$35,440.60	100.0%	\$0.00	\$35,440.60	100.0%	\$0.00
2014	\$35,012.30	\$35,012.30	100.0%	\$0.00	\$35,012.30	100.0%	\$0.00
2015	\$30,581.00	\$30,581.00	100.0%	\$0.00	\$30,581.00	100.0%	\$0.00
2016	\$31,004.00	\$31,004.00	100.0%	\$0.00	\$31,004.00	100.0%	\$0.00
2017	\$30,500.00	\$30,500.00	100.0%	\$0.00	\$30,500.00	100.0%	\$0.00
2018	\$51,000.00	\$51,000.00	100.0%	\$0.00	\$51,000.00	100.0%	\$0.00
Total	\$577,310.70	\$577,310.70	100.0%	\$0.00	\$577,310.70	100.0%	\$0.00



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Status of HOME Grants
 MERCED

DATE: 09-03-19
 TIME: 15:46
 PAGE: 9

IDIS - PR27

CHDO Operating Funds (CO)

Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1994	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1995	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1996	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1997	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1998	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1999	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2000	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2001	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2002	\$6,000.00	\$6,000.00	100.0%	\$0.00	\$6,000.00	100.0%	\$0.00
2003	\$3,000.00	\$3,000.00	100.0%	\$0.00	\$3,000.00	100.0%	\$0.00
2004	\$0.30	\$0.30	100.0%	\$0.00	\$0.30	100.0%	\$0.00
2005	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2006	\$3,000.00	\$3,000.00	100.0%	\$0.00	\$3,000.00	100.0%	\$0.00
2007	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2008	\$6,000.00	\$6,000.00	100.0%	\$0.00	\$6,000.00	100.0%	\$0.00
2009	\$2,000.00	\$2,000.00	100.0%	\$0.00	\$2,000.00	100.0%	\$0.00
2010	\$2,000.00	\$2,000.00	100.0%	\$0.00	\$2,000.00	100.0%	\$0.00
2011	\$2,000.00	\$2,000.00	100.0%	\$0.00	\$2,000.00	100.0%	\$0.00
2012	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2013	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2014	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2015	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2016	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2017	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2018	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
Total	\$24,000.30	\$24,000.30	100.0%	\$0.00	\$24,000.30	100.0%	\$0.00



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Status of HOME Grants
 MERCED

DATE: 09-03-19
 TIME: 15:46
 PAGE: 10

IDIS - PR27

CHDO Funds (CR)

Fiscal Year	CHDO Requirement	Authorized Amount	Amount Suballocated to CL/CC	Amount Subgranted to CHDOS	Balance to Subgrant	Funds Committed to Activities	% Subg Cmtd	Balance to Commit	Total Disbursed	% Subg Disb	Available to Disburse
1994	\$75,000.00	\$75,000.00	\$0.00	\$75,000.00	\$0.00	\$75,000.00	100.0%	\$0.00	\$75,000.00	100.0%	\$0.00
1995	\$73,050.00	\$73,050.00	\$0.00	\$73,050.00	\$0.00	\$73,050.00	100.0%	\$0.00	\$73,050.00	100.0%	\$0.00
1996	\$81,150.00	\$81,150.00	\$0.00	\$81,150.00	\$0.00	\$81,150.00	100.0%	\$0.00	\$81,150.00	100.0%	\$0.00
1997	\$79,650.00	\$79,650.00	\$0.00	\$79,650.00	\$0.00	\$79,650.00	100.0%	\$0.00	\$79,650.00	100.0%	\$0.00
1998	\$85,200.00	\$85,200.00	\$0.00	\$85,200.00	\$0.00	\$85,200.00	100.0%	\$0.00	\$85,200.00	100.0%	\$0.00
1999	\$91,650.00	\$139,820.00	\$0.00	\$139,820.00	\$0.00	\$139,820.00	100.0%	\$0.00	\$139,820.00	100.0%	\$0.00
2000	\$91,950.00	\$250,259.00	\$0.00	\$250,259.00	\$0.00	\$250,259.00	100.0%	\$0.00	\$250,259.00	100.0%	\$0.00
2001	\$102,300.00	\$102,300.00	\$0.00	\$102,300.00	\$0.00	\$102,300.00	100.0%	\$0.00	\$102,300.00	100.0%	\$0.00
2002	\$102,000.00	\$102,000.00	\$0.00	\$102,000.00	\$0.00	\$102,000.00	100.0%	\$0.00	\$102,000.00	100.0%	\$0.00
2003	\$105,052.20	\$105,052.20	\$0.00	\$105,052.20	\$0.00	\$105,052.20	100.0%	\$0.00	\$105,052.20	100.0%	\$0.00
2004	\$104,690.40	\$104,700.00	\$0.00	\$104,700.00	\$0.00	\$104,700.00	100.0%	\$0.00	\$104,700.00	100.0%	\$0.00
2005	\$99,842.25	\$99,842.25	\$0.00	\$99,842.25	\$0.00	\$99,842.25	100.0%	\$0.00	\$99,842.25	100.0%	\$0.00
2006	\$93,889.65	\$93,890.00	\$0.00	\$93,890.00	\$0.00	\$93,890.00	100.0%	\$0.00	\$93,890.00	100.0%	\$0.00
2007	\$93,217.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2008	\$90,194.55	\$135,017.22	\$0.00	\$135,017.22	\$0.00	\$135,017.22	100.0%	\$0.00	\$135,017.22	100.0%	\$0.00
2009	\$100,458.00	\$100,500.00	\$0.00	\$100,500.00	\$0.00	\$100,500.00	100.0%	\$0.00	\$100,500.00	100.0%	\$0.00
2010	\$99,957.90	\$99,958.00	\$0.00	\$99,958.00	\$0.00	\$99,958.00	100.0%	\$0.00	\$99,958.00	100.0%	\$0.00
2011	\$88,229.55	\$88,234.00	\$0.00	\$88,234.00	\$0.00	\$88,234.00	100.0%	\$0.00	\$88,234.00	100.0%	\$0.00
2012	\$57,953.25	\$57,953.25	\$0.00	\$57,953.25	\$0.00	\$57,953.25	100.0%	\$0.00	\$57,953.25	100.0%	\$0.00
2013	\$53,160.90	\$53,168.10	\$0.00	\$53,168.10	\$0.00	\$53,168.10	100.0%	\$0.00	\$53,168.10	100.0%	\$0.00
2014	\$52,518.45	\$153,871.56	\$0.00	\$153,871.56	\$0.00	\$153,871.55	99.9%	\$0.01	\$153,871.55	99.9%	\$0.01
2015	\$45,871.50	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$150,000.00	100.0%	\$0.00	\$0.00	0.0%	\$150,000.00
2016	\$49,493.70	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$150,000.00	100.0%	\$0.00	\$0.00	0.0%	\$150,000.00
2017	\$49,915.35	\$214,410.00	\$0.00	\$214,410.00	\$0.00	\$214,410.00	100.0%	\$0.00	\$0.00	0.0%	\$214,410.00
2018	\$78,062.25	\$78,062.25	\$0.00	\$0.00	\$78,062.25	\$0.00	0.0%	\$78,062.25	\$0.00	0.0%	\$78,062.25
Total	\$2,044,456.95	\$2,673,087.83	\$0.00	\$2,595,025.58	\$78,062.25	\$2,595,025.57	99.9%	\$78,062.26	\$2,080,615.57	80.1%	\$592,472.26



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Status of HOME Grants
 MERCED

DATE: 09-03-19
 TIME: 15:46
 PAGE: 11

IDIS - PR27

CHDO Loans (CL)

Fiscal Year	Authorized Amount	Amount Subgranted	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1994	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1995	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1996	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1997	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1998	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1999	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2000	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2001	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2002	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2003	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2004	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2005	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2006	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2007	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2008	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2009	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2010	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2011	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2012	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2013	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2014	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2015	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2016	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2017	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2018	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
Total	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Status of HOME Grants
 MERCED

DATE: 09-03-19
 TIME: 15:46
 PAGE: 12

IDIS - PR27

CHDO Capacity (CC)

Fiscal Year	Authorized Amount	Amount Subgranted	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1994	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1995	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1996	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1997	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1998	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1999	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2000	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2001	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2002	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2003	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2004	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2005	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2006	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2007	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2008	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2009	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2010	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2011	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2012	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2013	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2014	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2015	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2016	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2017	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2018	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
Total	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Status of HOME Grants
 MERCED

DATE: 09-03-19
 TIME: 15:46
 PAGE: 13

IDIS - PR27

Reservations to State Recipients and Sub-recipients (SU)

Fiscal Year	Authorized Amount	Amount Subgranted to Other Entities	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1994	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1995	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1996	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1997	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1998	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1999	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2000	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2001	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2002	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2003	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2004	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2005	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2006	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2007	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2008	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2009	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2010	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2011	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2012	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2013	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2014	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2015	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2016	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2017	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2018	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
Total	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Status of HOME Grants
 MERCED

DATE: 09-03-19
 TIME: 15:46
 PAGE: 14

IDIS - PR27

Total Program Funds

Fiscal Year	Total Authorization	Local Account Funds	Committed Amount	Net Disbursed for Activities	Net Disbursed for Admin/CHDO OP	Net Disbursed	Disbursed Pending Approval	Total Disbursed	Available to Disburse
1994	\$500,000.00	\$0.00	\$500,000.00	\$500,000.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00	\$0.00
1995	\$487,000.00	\$0.00	\$487,000.00	\$487,000.00	\$0.00	\$487,000.00	\$0.00	\$487,000.00	\$0.00
1996	\$541,000.00	\$28,669.31	\$569,669.31	\$569,669.31	\$0.00	\$569,669.31	\$0.00	\$569,669.31	\$0.00
1997	\$531,000.00	\$74,704.61	\$605,704.61	\$605,704.61	\$0.00	\$605,704.61	\$0.00	\$605,704.61	\$0.00
1998	\$568,000.00	\$30,874.78	\$598,874.78	\$598,874.78	\$0.00	\$598,874.78	\$0.00	\$598,874.78	\$0.00
1999	\$611,000.00	\$138,784.81	\$749,784.81	\$749,784.81	\$0.00	\$749,784.81	\$0.00	\$749,784.81	\$0.00
2000	\$613,000.00	\$189,259.41	\$802,259.41	\$802,259.41	\$0.00	\$802,259.41	\$0.00	\$802,259.41	\$0.00
2001	\$682,000.00	\$244,884.80	\$926,884.80	\$926,884.80	\$0.00	\$926,884.80	\$0.00	\$926,884.80	\$0.00
2002	\$680,000.00	\$772,829.84	\$1,446,829.84	\$1,446,829.84	\$6,000.00	\$1,452,829.84	\$0.00	\$1,452,829.84	\$0.00
2003	\$700,348.00	\$792,402.29	\$1,489,750.29	\$1,489,750.29	\$3,000.00	\$1,492,750.29	\$0.00	\$1,492,750.29	\$0.00
2004	\$697,936.00	\$606,580.12	\$1,304,515.82	\$1,304,515.82	\$0.30	\$1,304,516.12	\$0.00	\$1,304,516.12	\$0.00
2005	\$665,615.00	\$496,044.39	\$1,107,324.39	\$1,107,324.39	\$54,335.00	\$1,161,659.39	\$0.00	\$1,161,659.39	\$0.00
2006	\$625,931.00	\$444,771.03	\$1,067,702.03	\$1,067,702.03	\$3,000.00	\$1,070,702.03	\$0.00	\$1,070,702.03	\$0.00
2007	\$621,447.00	\$173,696.91	\$732,999.21	\$732,999.21	\$62,144.70	\$795,143.91	\$0.00	\$795,143.91	\$0.00
2008	\$466,280.23	\$89,951.72	\$481,711.89	\$481,711.89	\$74,520.06	\$556,231.95	\$0.00	\$556,231.95	\$0.00
2009	\$667,720.00	\$110,596.52	\$709,344.52	\$709,344.52	\$68,972.00	\$778,316.52	\$0.00	\$778,316.52	\$0.00
2010	\$666,386.00	\$103,878.83	\$753,918.99	\$753,918.99	\$16,345.84	\$770,264.83	\$0.00	\$770,264.83	\$0.00
2011	\$588,197.00	\$99,994.68	\$627,371.98	\$627,371.98	\$60,819.70	\$688,191.68	\$0.00	\$688,191.68	\$0.00
2012	\$386,355.00	\$95,288.52	\$443,008.02	\$443,008.02	\$38,635.50	\$481,643.52	\$0.00	\$481,643.52	\$0.00
2013	\$354,406.00	\$91,177.74	\$410,143.14	\$410,143.14	\$35,440.60	\$445,583.74	\$0.00	\$445,583.74	\$0.00
2014	\$350,123.00	\$152,345.70	\$467,456.39	\$467,456.39	\$35,012.30	\$502,468.69	\$0.00	\$502,468.69	\$0.01
2015	\$305,810.00	\$123,770.77	\$398,999.77	\$140,080.44	\$30,581.00	\$170,661.44	\$0.00	\$170,661.44	\$258,919.33
2016	\$329,958.00	\$553,179.20	\$852,133.20	\$338,448.21	\$31,004.00	\$369,452.21	\$0.00	\$369,452.21	\$513,684.99
2017	\$332,769.00	\$195,909.18	\$464,726.76	\$207,048.83	\$30,500.00	\$237,548.83	\$0.00	\$237,548.83	\$291,129.35
2018	\$520,415.00	\$68,629.17	\$40,590.82	\$40,590.82	\$51,000.00	\$91,590.82	\$0.00	\$91,590.82	\$497,453.35
2019	\$0.00	\$3,521.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,521.32
Total	\$13,492,696.23	\$5,681,745.65	\$18,038,704.78	\$17,008,422.53	\$601,311.00	\$17,609,733.53	\$0.00	\$17,609,733.53	\$1,564,708.35



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Status of HOME Grants
 MERCED

DATE: 09-03-19
 TIME: 15:46
 PAGE: 15

IDIS - PR27

Total Program Percent

Fiscal Year	Total Authorization	Local Account Funds	% Committed for Activities	% Disb for Activities	% Disb for Admin/CHDO OP	% Net Disbursed	% Disbursed Pending Approval	% Total Disbursed	% Available to Disburse
1994	\$500,000.00	\$0.00	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1995	\$487,000.00	\$0.00	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1996	\$541,000.00	\$28,669.31	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1997	\$531,000.00	\$74,704.61	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1998	\$568,000.00	\$30,874.78	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1999	\$611,000.00	\$138,784.81	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
2000	\$613,000.00	\$189,259.41	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
2001	\$682,000.00	\$244,884.80	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
2002	\$680,000.00	\$772,829.84	99.5%	99.5%	0.8%	100.0%	0.0%	100.0%	0.0%
2003	\$700,348.00	\$792,402.29	99.7%	99.7%	0.4%	100.0%	0.0%	100.0%	0.0%
2004	\$697,936.00	\$606,580.12	99.9%	99.9%	0.0%	100.0%	0.0%	100.0%	0.0%
2005	\$665,615.00	\$496,044.39	95.3%	95.3%	8.1%	99.9%	0.0%	99.9%	0.0%
2006	\$625,931.00	\$444,771.03	99.7%	99.7%	0.4%	100.0%	0.0%	100.0%	0.0%
2007	\$621,447.00	\$173,696.91	92.1%	92.1%	9.9%	99.9%	0.0%	99.9%	0.0%
2008	\$466,280.23	\$89,951.72	86.6%	86.6%	15.9%	100.0%	0.0%	100.0%	0.0%
2009	\$667,720.00	\$110,596.52	91.1%	91.1%	10.3%	100.0%	0.0%	100.0%	0.0%
2010	\$666,386.00	\$103,878.83	97.8%	97.8%	2.4%	100.0%	0.0%	100.0%	0.0%
2011	\$588,197.00	\$99,994.68	91.1%	91.1%	10.3%	100.0%	0.0%	100.0%	0.0%
2012	\$386,355.00	\$95,288.52	91.9%	91.9%	10.0%	100.0%	0.0%	100.0%	0.0%
2013	\$354,406.00	\$91,177.74	92.0%	92.0%	9.9%	100.0%	0.0%	100.0%	0.0%
2014	\$350,123.00	\$152,345.70	93.0%	93.0%	10.0%	99.9%	0.0%	99.9%	0.0%
2015	\$305,810.00	\$123,770.77	92.8%	92.8%	32.6%	10.0%	39.7%	39.7%	60.2%
2016	\$329,958.00	\$553,179.20	96.4%	96.4%	38.3%	9.3%	41.8%	41.8%	58.1%
2017	\$332,769.00	\$195,909.18	87.9%	87.9%	39.1%	9.1%	44.9%	44.9%	55.0%
2018	\$520,415.00	\$68,629.17	6.8%	6.8%	9.7%	15.5%	0.0%	15.5%	84.4%
2019	\$0.00	\$3,521.32	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Total	\$13,492,696.23	\$5,681,745.65	94.0%	88.7%	4.4%	91.8%	0.0%	91.8%	8.1%

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 Home Matching Liability Report

MERCED, CA

<u>Fiscal Year</u>	<u>Match Percent</u>	<u>Total Disbursements</u>	<u>Disbursements Requiring Match</u>	<u>Match Liability Amount</u>
1998	0.0%	\$604,473.89	\$0.00	\$0.00
1999	0.0%	\$638,068.66	\$0.00	\$0.00
2000	0.0%	\$324,733.86	\$0.00	\$0.00
2001	0.0%	\$521,890.85	\$0.00	\$0.00
2002	0.0%	\$227,947.13	\$0.00	\$0.00
2003	0.0%	\$767,263.61	\$0.00	\$0.00
2004	0.0%	\$669,846.25	\$0.00	\$0.00
2005	0.0%	\$876,825.72	\$0.00	\$0.00
2006	0.0%	\$851,628.39	\$0.00	\$0.00
2007	0.0%	\$995,478.80	\$0.00	\$0.00
2008	0.0%	\$561,904.22	\$0.00	\$0.00
2009	0.0%	\$520,713.92	\$0.00	\$0.00
2010	0.0%	\$72,617.51	\$0.00	\$0.00
2011	0.0%	\$372,833.27	\$0.00	\$0.00
2012	0.0%	\$391,761.04	\$0.00	\$0.00
2013	0.0%	\$1,312,255.46	\$0.00	\$0.00
2014	0.0%	\$89,555.84	\$0.00	\$0.00

IDIS - PR33

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Home Matching Liability Report

DATE: 09-03-19
TIME: 15:47
PAGE: 2

2015	0.0%	\$237,789.74	\$0.00	\$0.00
2016	0.0%	\$100,644.87	\$0.00	\$0.00
2017	0.0%	\$414,972.53	\$0.00	\$0.00
2018	0.0%	\$251,870.67	\$0.00	\$0.00

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PR 45 - HOME Grants Not Meeting the 24 Month Commitment
Deadline

DATE: 8/7/2019
TIME: 11:27:48 AM
PAGE: 1/2

PR 45 - HOME Grants Not Meeting the 24 Month Commitment Deadline

Page by:

Rows: 4

Columns: 3

Report Filter:

{ApplyComparison("#0 IN (SELECT grantee_id FROM ACTIVE_LOGIN_ACCESS WHERE login_id = #1)",Grantee (ID),"B54419")} And {(Deadline Date (Date Format)) (ID) Between 1/1/2015 and 12/31/2030}

1
1/2

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PR 45 - HOME Grants Not Meeting the 24 Month Commitment
Deadline

DATE: 8/7/2019
TIME: 11:27:48 AM
PAGE: 2/2

PR 45 - HOME Grants Not Meeting the 24 Month Commitment Deadline

Field Office	Grantee			Grant Number	Commitment Fund Type	Deadline Date	Commitment Requirement Amount	Amount Committed at Deadline	Amount Uncommitted at Deadline
SAN FRANCISCO	MERCED	CA	MERCED,CA	M15MC060227	CHDO Reservations	07/31/2017	\$45,871.50	\$150,000.00	\$0.00
				M16MC060227	CHDO Reservations	08/31/2018	\$49,493.70	\$150,000.00	\$0.00
				M17MC060227	CHDO Reservations	09/30/2019	\$49,915.35	\$214,410.00	\$0.00
				M18MC060227	CHDO Reservations	08/31/2020	\$78,062.25	\$0.00	\$78,062.25



HOUSING

Matrix Code	Eligible Activity	Number of Households Assisted
14G	Acquisition for Rehabilitation	4
		Total Number of Households Assisted: 4

PUBLIC SERVICES

Matrix Code	Eligible Activity	Number of Persons Benefitting
03T	Operating Costs of Homeless/AIDS Patients Programs	308
05A	Senior Services	85
05J	Fair Housing Activities (if CDBG, then subject to 15% cap)	5
05L	Child Care Services	17
05Q	Subsistence Payment	47
05V	Neighborhood Cleanups	9,715
		Total Number of Persons Benefitting: 10,177

PUBLIC IMPROVEMENTS

Matrix Code	Eligible Activity	Number of Persons Benefitting
03L	Sidewalks	5,070
		Total Number of Persons Benefitting: 5,070

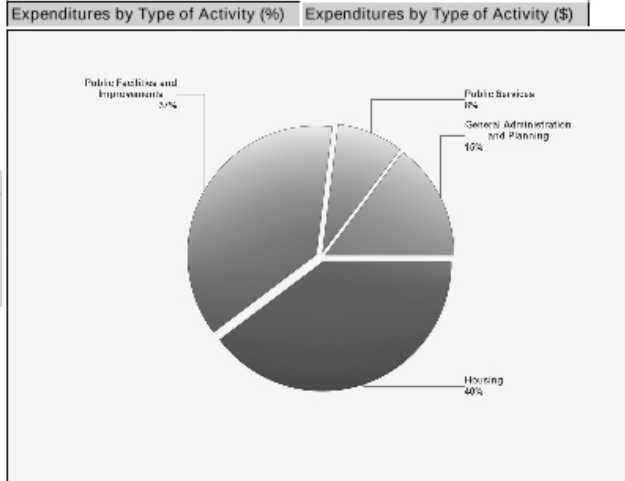


Program Year 2018 Funds

2018 CDBG Allocation	\$1,128,771.00
Program Income Received During Program Year 2018	\$234,962.12
Funds Returned to Local Program Account During Program Year 2018	\$0.00
Total Available¹	\$1,363,733.12

Expenditures²

Type of Activity	Expenditure	Percentage
Housing	\$720,216.51	39.69%
Public Facilities and Improvements	\$676,231.00	37.26%
Public Services	\$151,273.36	8.34%
General Administration and Planning	\$266,962.71	14.71%
Total	\$1,814,683.58	100.00%



Timeliness

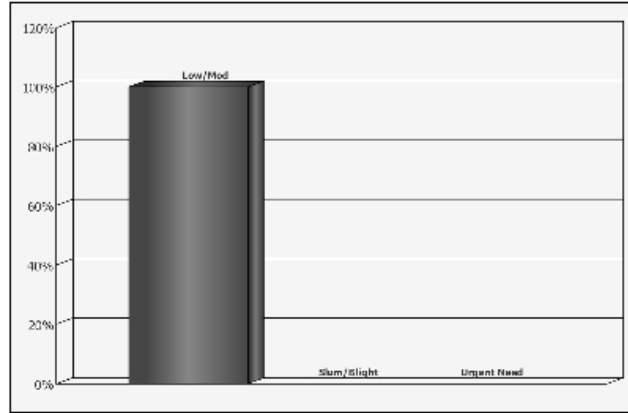
Timeliness Ratio - unexpended funds as percent of 2018 allocation	1.32
---	------



Program Targeting

- 1 -Percentage of Expenditures Assisting Low- and Moderate-Income Persons and Households Either Directly or On an Area Basis³
- 2 -Percentage of Expenditures That Benefit Low/Mod Income Areas
- 3 -Percentage of Expenditures That Aid in The Prevention or Elimination of Slum or Blight
- 4 -Percentage of Expenditures Addressing Urgent Needs
- 5 -Funds Expended in Neighborhood (Community For State) Revitalization Strategy Areas and by Community Development Financial Institution.
- 6 -Percentage of Funds Expended in Neighborhood (Community For State) Revitalization Strategy Areas and by Community Development Financial Institution

100.00%
 27.67%
 0.00%
 0.00%
 \$0.00
 0.00%



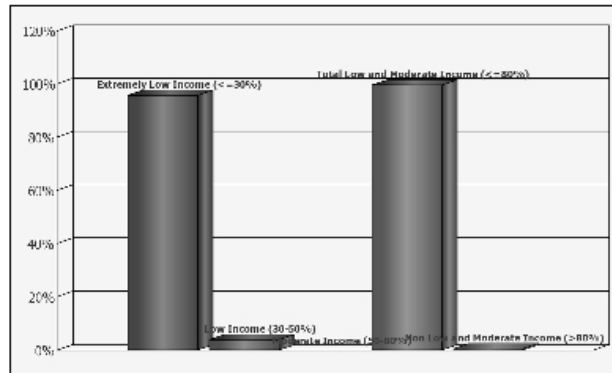


CDBG Beneficiaries by Racial/Ethnic Category⁴

Race	Total	Hispanic
White	36.91%	9.38%
Black/African American	19.31%	0.00%
Asian	0.21%	0.00%
American Indian/Alaskan Native	0.00%	0.00%
Native Hawaiian/Other Pacific Islander	0.00%	0.00%
American Indian/Alaskan Native & White	0.21%	0.52%
Asian & White	0.00%	0.00%
Black/African American & White	0.00%	0.00%
Amer. Indian/Alaskan Native & Black/African Amer.	0.00%	0.00%
Other multi-racial	43.35%	90.10%
Asian/Pacific Islander (valid until 03-31-04)	0.00%	0.00%
Hispanic (valid until 03-31-04)	0.00%	0.00%

Income of CDBG Beneficiaries

Income Level	Percentage
Extremely Low Income (<=30%)	95.71%
Low Income (30-50%)	3.86%
Moderate Income (50-80%)	0.00%
Total Low and Moderate Income (<=80%)	99.57%
Non Low and Moderate Income (>80%)	0.43%



Program Year 2018 Accomplishments



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Community Development Block Grant Performance Profile
 PR54 - MERCED, CA
 Program Year From 07-01-2018 To 06-30-2019

DATE: 09-05-19
 TIME: 18:13
 PAGE: 4

Accomplishment	Number
Actual Jobs Created or Retained	0
Households Receiving Housing Assistance	4
Persons Assisted Directly, Primarily By Public Services and Public Facilities	462
Persons for Whom Services and Facilities were Available	14,785 ⁵
Units Rehabilitated-Single Units	0
Units Rehabilitated-Multi Unit Housing	0

Funds Leveraged for Activities Completed \$944,758.92

Notes

- 1 Also, additional funds may have been available from prior years.
- 2 The return of grant funds is not reflected in these expenditures.
- 3 Derived by dividing annual expenditures for low-and moderate-income activities by the total expenditures for all activities (excluding planning and administration, except when State planning activities have a national objective) during the program year.
- 4 For entitlement communities, these data are only for those activities that directly benefit low- and moderate-income persons or households. They do not include data for activities that provide assistance to low- and moderate-income persons on an area basis, activities that aid in the prevention and elimination of slums and blight, and activities that address urgent needs. For states, these data are reported for all activities that benefit low- and moderate-income persons or households, aid in the prevention and elimination of slums and blight, and address urgent needs.
- 5 This number represents the total number of persons/households for whom services/facilities were available for [in many cases] multiple area benefit activities as reported by grantees. A service or facility meeting the national objective of benefiting low- and moderate-income persons on an area basis is available to all residents of the area served by the activity. If one or more activities had the same or overlapping service areas, the number of persons served by each activity was used to calculate the total number served; e.g., if two activities providing different services had the same service area, the number of persons in the service area would be counted twice; once for each activity.



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System

DATE: 09-03-19
 TIME: 15:58
 PAGE: 1

Current CDBG Timeliness Report
 Grantee : MERCED, CA

PGM YEAR	PGM YEAR START DATE	TIMELINESS TEST DATE	CDBG GRANT AMT	--- LETTER OF CREDIT BALANCE ---		DRAW RATIO		MINIMUM DISBURSEMENT TO MEET TEST	
				UNADJUSTED	ADJUSTED FOR PI	UNADJ	ADJ	UNADJUSTED	ADJUSTED
2018	07-01-18	05-02-19	1,128,771.00	1,487,046.18	1,487,046.18	1.32	1.32		
2019	07-01-19	05-02-20	UNAVAILABLE	1,032,522.63	1,032,522.63	*****	*****	GRANT UNAVAILABLE FOR CALCULATION	

NOTE: If ***** appears in place of ratio, then ratio cannot be calculated because either the grantee's current year grant has not been obligated in LOCCS or the current program year start and end dates have not been entered in IDIS.



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activities At Risk Dashboard



Grantee: MERCED

Remediation Plans Rejected by the Field Office: 0 Activity
Awaiting Field Office Review: 4 Activities
Remediation Completed by Grantee but Plan is Still Awaiting Field Office Review: 0 Activity
Awaiting Grantee's Required Explanation and Remediation Plan: 0 Activity
Awaiting Grantee's Completion of Remediation Actions: 0 Activity
Pending At Risk: 0 Activity

- X The activity is currently flagged as At-Risk for the condition specified on the column heading
- O No action required but this activity may soon be flagged as At-Risk for the condition specified on the column heading
- ^ The activity review is overdue

Awaiting Field Office Review(4 Activities)

IDIS Activity	Activity	Matrix Code	Remediation Submitted	Remediation Submitted by	Target Completion Date for Remediation Action	Reason	Remediation Action	FO Due Date	FO Review Date	Overdue	1 Year no Draw	3 Year No Acc	80% Drawn No Acc
998	ECONOMIC DEVELOPMENT	18B	7/2/2019	C09049	12/29/2019	Project has been delayed due to insuring the infrastructure is properly assessed for the Water and Sewer lines. The City of Merced Engineering Department is continuing to work with the developer.	The developer is working with the City to break ground with construction starting in August 2019 and infrastructure components will be the first items completed once construction begins.	9/30/2019			X		
1100	Brush with Kindness - Habitat for Humanity Stanislaus County	14A	7/2/2019	C09049	12/29/2019	Accomplishment was not entered before the draw was done. Habitat for Humanity is finalizing work write-up with the homeowners and projects will begin within the next couple of months.	Building permits, lead based paint inspections and securing licensed contractors are in process. Habitat for Humanity continues to look for qualified households wishing to participate in the program. Additionally, housing staff works with Habitat to expedite the current projects with the homeowners to ensure completion of the projects.	9/30/2019			X		

Report Generated on: 09-03-19. Data from IDIS as of the previous business day.

Page: 1



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activities At Risk Dashboard



Grantee: MERCED

IDIS Activity	Activity	Matrix Code	Remediation Submitted	Remediation Submitted by	Target Completion Date for Remediation Action	Reason	Remediation Action	FO Due Date	FO Review Date	Overdue	1 Year no Draw	3 Year No Acc	80% Drawn No Acc
1102	GATEWAY TERRACE II - CVCAH (CHDO)	03J	7/2/2019	C09049	10/31/2019	Off-site improvement plans are being reviewed by the City Engineering Department. Upon approval of the off-site improvement plans the project should be able to begin construction. The off-site plans have to be modified to include additional improvements that were unforeseen when the activity was originally created.	Housing staff is meeting with the developer and Engineering staff to ensure that all improvements are included in the revised plans prior to approval. The developer is working with the City to break ground with construction starting in August 2019 and infrastructure components will be the first items completed once construction begins.	9/30/2019			X		
1114	Habitat for Humanity - Homeowner Rehabilitation and New Construction Program	14A	7/2/2019	C09049	12/29/2019	Accomplishment was not entered before the draw was done. Habitat for Humanity is finalizing work write-up with the homeowners and projects will begin within the next couple of months.	Accomplishment has now been updated. Building permits, lead based paint inspections and securing licensed contractors are in process.	9/30/2019			X		X

Report Generated on: 09-03-19. Data from IDIS as of the previous business day.

Page: 2

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
 PR59 - Remediated Activities

DATE: 9/3/2019
 TIME: 4:08:40 PM
 PAGE: 1/2

IDIS

Hud Office	Grantee	State	IDIS Activity	Activity Name	Activity Status	Activity Review Flag	Review Type Description	Remediation Submitted	FO Approval Deadline	Remediation Plan Submission Deadline
SAN FRANCISCO	MERCED	California	998	ECONOMIC DEVELOPMENT	Open	Currently flagged	No Draw for 12 months	7/2/2019	9/30/2019	
			1100	Brush with Kindness - Habitat for Humanity Stanislaus County	Open	Currently flagged	No Draw for 12 months	7/2/2019	9/30/2019	
			1102	GATEWAY TERRACE II - CVCAH (CHDO)	Open	Currently flagged	No Draw for 12 months	7/2/2019	9/30/2019	
			1114	Habitat for Humanity - Homeowner Rehabilitation and New Construction Program	Open	Currently flagged	No Draw for 12 months No Accomplishment and 80% Drawn	7/2/2019	9/30/2019	

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PR59 - Remediated Activities

DATE: 9/3/2019
TIME: 4:08:40 PM
PAGE: 2/2

IDIS

FO Approved On	Target Completion Date for Remediation Action	Actual Completion Date for Remediation Action
	12/29/2019	
	12/29/2019	
	10/31/2019	
	12/29/2019	
	12/29/2019	

IDIS - PR79

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Housing Rehabilitation Report
MERCED, CA

DATE: 09-03-19
TIME: 16:09
PAGE: 1

CDBG Owner/Occupied Housing Rehabilitation Activities Completed During Fiscal Year 2018

* Units Assisted and Expenditures displayed for these categories will be duplicated in other asterisked categories if a grantee performed more than one of these functions for any activity.

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Housing Rehabilitation Report
 MERCED, CA

CDBG Rental Housing Rehabilitation Activities Completed During Fiscal Year 2018

Total			
Matrix Code	Total Expenditures	Total Units Assisted	Average Cost
14A	\$0.00	0	\$0.00
14B	\$0.00	0	\$0.00
14C	\$0.00	0	\$0.00
14D	\$0.00	0	\$0.00
14F	\$0.00	0	\$0.00
14G	\$545,011.50	4	\$136,252.87
14H	\$0.00	0	\$0.00
14I	\$0.00	0	\$0.00
16A	\$0.00	0	\$0.00
Totals	\$545,011.50	4	\$136,252.88

Excluding security devices, smoke detectors, emergency repairs, painting and tool lending

Matrix Code	Total Expenditures	Total Units Assisted	Average Cost
14A	\$0.00	0	\$0.00
14B	\$0.00	0	\$0.00
14C	\$0.00	0	\$0.00
14D	\$0.00	0	\$0.00
14F	\$0.00	0	\$0.00
14G	\$545,011.50	4	\$136,252.87
14H	\$0.00	0	\$0.00
14I	\$0.00	0	\$0.00
16A	\$0.00	0	\$0.00
Totals	\$545,011.50	4	\$136,252.88

* Units Assisted and Expenditures displayed for these categories will be duplicated in other asterisked categories if a grantee performed more than one of these functions for any activity.

Attachment 5. CAPER - Proof of Publication

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

Proof of Publication of

STATE OF CALIFORNIA)

)ss.

COUNTY OF MERCED

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the printer, foreman or principal clerk of The Merced County Times, a newspaper of general circulation, printed and published in the City of Merced, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of December 14, 1999, Case Number 143600; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates: to-wit:

LEGAL#6441

PUBLIC NOTICE FOR HOUSING AND URBAN DEVELOPMENT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

Publication Date: 08-15-2019

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Dated this 15th of August, 2019

Proof of Publication - Merced County Times, 2221 K St., Merced, California, 95341 Telephone 585-0433
Adjudged a newspaper of general circulation by court decree No. 143600.

This space is for the County Clerk's Filing Stamp

Copy of notice here

Legal#6441
PUBLIC NOTICE
PUBLIC NOTICE FOR HOUSING AND URBAN DEVELOPMENT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

A Hearing will be held before the Merced City Council at 6:00 P.M. on Monday, September 16, 2019, to review the Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2018/19. At that meeting, input will be accepted from the public regarding the CAPER and therevised expenditure recommendations for Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds.

The CAPER document summarizes how the City spent Federal funds on affordable housing and community service projects and programs to benefit

2019
Engineer-
Conference
Floor
City Hall,
18th Street
social accommoda-
e. translators) and
Information, please
the City's Housing Di-
on at (209) 385-6863.

CITY CLERK
CITY OF MERCED

Publish: _____
/s/ Mark Hamilton

Mark Hamilton,
Housing Supervisor

Publish Date: 08-15-2019

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Cols	Lines
336678	300K341295	CAPER HEARING WS MARK HAMILTON	CAPER HEARING MARK HAML1	2	42

Attention:

CITY OF MERCED HOUSING DIVISION
 678 W. 18TH ST.
 MERCED, CA 95340

**Declaration of Publication
 2015.5 C.C.P.**

STATE OF CALIFORNIA)
) ss.
 County of Merced)

I am a citizen of the United States, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Merced Sun-Star, a newspaper of general circulation, printed and published in the city of Merced, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of July 14, 1964 Case Number 33224 that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

August 15, 2019

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Merced, California on:

Date: 15th day of August, 2019

Cynthia A. Williams

Signature

PUBLIC NOTICE FOR HOUSING AND URBAN DEVELOPMENT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

A Hearing will be held before the Merced City Council at 6:30 P.M. on Monday, September 16, 2019, to review the Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2018/19. All the meeting input will be accepted from the public regarding the CAPER and the revised expenditure commitments for Community Development Block Grant (CDBG) and HOME (Housing Partnership Program (HOME)) funds.

The CAPER document summarizes how the City spent Federal funds on affordable housing and community welfare projects, and provides to benefit low and moderate-income residents. Please feel free to pick up a copy of the City of Merced Housing Division, second floor, Merced Civic Center, 678 W. 18th Street. Spanish and Chinese access to the document is available upon request.

The City of Merced's HUD Consolidated Annual Performance and Evaluation Report (CAPER) is for the period of July 1, 2018, through June 30, 2019. A draft version of this document will be available from August 27, 2019, to September 16, 2019, for review and comment. For additional information or special accommodations (i.e. translators), please contact the City of Merced Housing Division at (209) 355-5663 or e-mail Merced@cedurmerced.org.

In addition to the above hearing, the City of Merced Housing Division is also seeking input from citizens regarding whether the City sets aside to achieve the Housing Goals and Outcomes identified in the 2018 HUD Annual Action Plan for the Fiscal Year 2018/19. A public input meeting will be held on September 3, 2019.

The public input meeting is scheduled at the time and location shown below:

Date	Time	Location
Thursday, September 5, 2019	2:00 pm.	Merced Housing Conference Room, 200 E. 1st, Merced City Hall, 678 West 18th Street

For special accommodations (i.e. translators) and more information, please call the City's Housing Division at (209) 355-5663.

CITY CLERK
 CITY OF MERCED
 678 West 18th Street
 Merced, California, Housing Supervisor
 Phone: 8752319
 MER-361283-975

From: [Greene, Kirk](#)
To: [Hamilton, Mark](#)
Cc: [Nutt, Kim](#); [Tresidder, John](#); [Levesque, Jennifer](#)
Subject: RE: City of Merced 2018/19 CAPER - Hearing Notice
Date: Friday, August 30, 2019 2:52:56 PM

August 30, 2019

Hey, Mark:

I posted the CAPER notice on the City's Public Hearings webpage for you.

Have a good weekend!

Kirk

From: Hamilton, Mark <HamiltonM@cityofmerced.org>
Sent: Friday, August 30, 2019 2:14 PM
To: Greene, Kirk <GreeneK@cityofmerced.org>
Cc: Nutt, Kim <NuttK@cityofmerced.org>
Subject: City of Merced 2018/19 CAPER

Good Afternoon,

The attached is a Public Hearing Notice that will need to be published on the City's Website for the Housing Division (City of Merced) for the HUD Consolidated Annual Performance Evaluation and Review. Please post the attached notice to the website today, if possible. Please reply to this email with a confirmation of the post! If you have any questions, please call (209) 385-6863. Thank you...

Regards,

Mark Hamilton
Housing Program Supervisor
City of Merced
678 W. 18th Street
Merced, CA 95340
(209) 385-6863 – Main
(209) 388-8989 – Direct



2018-19 CAPER

Fifth Program Year:
Consolidated
Annual
Performance &
Evaluation
Report

What is a CAPER?

- ▶ A Report Card for the Prior Year
- ▶ A Summary of Goals Accomplished
- ▶ Prior Year's Revenues and Expenditures
 - As per HUD's Financial System!



Annual Action Plan
Community Outreach



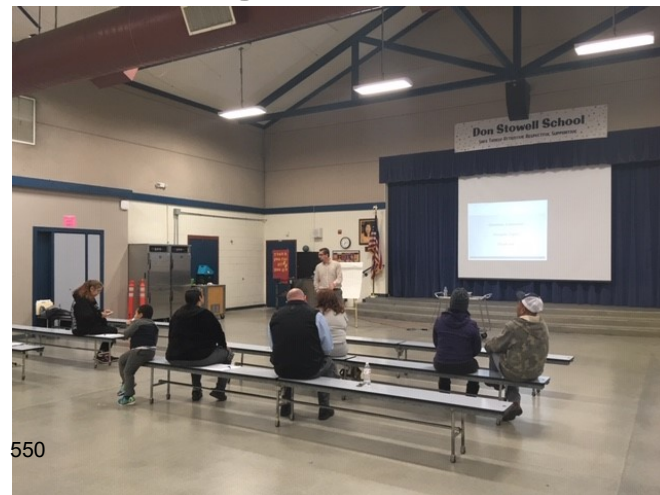
Town Hall Meetings

Programs Summary:

- ▶ Federally Funded Reported in CAPER
 - ▶ CDBG – Community Development Block Grant
 - ▶ Resources available: \$2,836,080
 - ▶ Amount Expended: \$1,814,683
 - ▶ HOME – Home Investment Partnership Program
 - ▶ Resources available: \$1,242,935
 - ▶ Amount Expended: \$685,741
 - ▶ All funds were allocated / not spent!

2018 Annual Plan Priorities Were To:

- ▶ Provide funding for Infrastructure Projects
- ▶ Programs that encourage Job Creation & Retention
- ▶ Increase Public Services to local Non-Profits
 - Homeless, Youth, & Seniors
- ▶ Permanent Supportive Housing for Homeless
- ▶ Affordable Housing
 - Create or Promote



A Year of ... Accomplishments

- ▶ Completed Construction of 4 Multi-Family Units
- ▶ Funded a Total of 9 Non-Profit Organizations
- ▶ Completed the Rehabilitation of 8 Homeowner Units
- ▶ Purchased 4 Units – Permanent Supportive Housing
- ▶ Awarded a State grant of \$13.9 million towards the Childs Court Apts. permanent supportive housing project.



Accomplishments – Subgrantees

▶ **Merced Rescue Mission**

- Assisted 23 Households with Rental Deposits
- Sheltered 185 Individuals at the Warming Center
- 123 individuals used the Warming Center more than once
- Purchased 1 single-family home to rent to low-income families

▶ **Kiwanis Kiddie Bootcamp**

- 17 children participated

▶ **Healthy House**

- Senior Rental Assistance Program – assisted 87 individuals

▶ **Sierra Saving Grace**

- Provided emergency rental assistance to 24 individuals
- Purchased 1 Triplex (3 units) to rent to low-income individuals

Accomplishments – Beneficiaries of Housing and Non-Housing Funding

Income Levels – % of Average Median Income (AMI) of Beneficiaries (CDBG & HOME):

- Extremely Low (Less than 30% AMI):
 - 446 Individuals and Households Assisted
- Low (Range 30% – 50% AMI)
 - 18 Individuals and Households Assisted
- Moderate (Range 50% – 80% AMI)
 - 0 Individuals and/or Households Assisted

Next Steps:

- ▶ Open & Close the Public Hearing
- ▶ Approval of Resolution
- ▶ Approval to Submit CAPER to U.S. Dept of Housing and Urban Development (HUD)

Any Questions?

Thank you!

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
APPROVING THE 2018-2019 PROGRAM YEAR
CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT**

WHEREAS, the City of Merced operated the Community Development Block Grant Program (CDBG), and the Home Investment Partnerships Grant Program (HOME) for the 2018-2019 Program Year; and

WHEREAS, the City is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) for the activities and expenditures for the 2018-2019 Program Year; and

WHEREAS, the City must also certify that it is complying with HUD requirements for the use of CDBG and HOME funds; and

WHEREAS, the City spent approximately \$2,345,300 in CDBG and HOME funds during the 2018-2019 Program Year; 100% of the funds were used to assist households with incomes at or below 120% of median income; and,

WHEREAS, The City Manager is the certifying officer for all HUD reports and transactions.

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 hereby approves the attached 2018-2019 Program Year Consolidated Annual Performance and Evaluation Report (CAPER), and authorizes the City Manager to submit the same to HUD on behalf of 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:

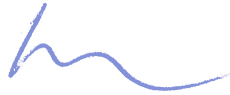
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:



Dep. City Attorney 7/24/2019
Date



ADMINISTRATIVE REPORT

Agenda Item K.1.

Meeting Date: 9/16/2019

Report Prepared by: Billy Alcorn, Fire Chief, Fire Dept.

SUBJECT: Update on Emergency Medical Service (EMS) Program and Request for Approval to Implement a Rescue Paramedic Program

REPORT IN BRIEF

Provide City Council with an update on Emergency Medical Services (EMS) and obtain approval implementing a Rescue Paramedic program within the City of Merced.

RECOMMENDATION

City Council - Adopt a motion:

- A. Authorizing the City of Merced Fire Department to implement a rescue paramedic program; and,
- B. Authorizing the City of Merced Fire Department to continue to advance the EMS service levels as needed; and,
- C. Authorizing the City Manager or the Assistant City Manager to sign the necessary documents.

CITY COUNCIL PRIORITIES

This action is consistent with the city's operating principal to promote Public Safety.

DISCUSSION

The future of the fire service is being driven by changes in society. These changes include new expectations of our stakeholders and fire personnel such as greater accountability for the use of public resources and improving the overall efficiency of programs and services. As a result of these factors, the Merced Fire Department has prepared a report to obtain approval in implementing a rescue paramedic program, while continuously analyzing opportunities to advance our EMS service levels.

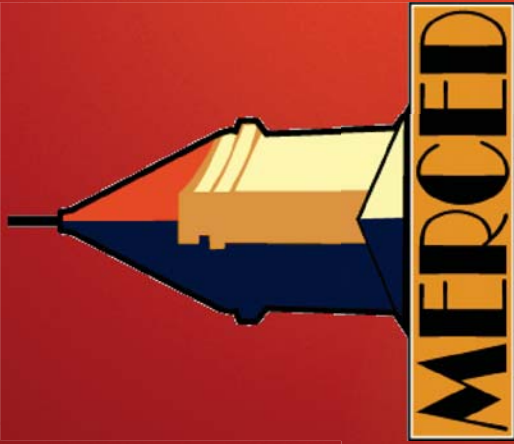
In terms of call volume, 2019 has been the busiest year to date for the City of Merced Fire Department. In looking at a year to year comparison, the department has seen an increase of 740 incidents between 2018 and 2019. 64% of our total call volume is directly related to Emergency Medical incidents and the department strives to provide the highest level of care to the community we serve. Over 56% of the time, Fire arrives at scene before the ambulance company and has the ability to administer emergency medical services in hopes of a positive patient outcome.

As fire departments throughout the United States evaluate their current EMS delivery models, many of them focus exclusively on transportation of the patient and the associated issues with patient off load times and other challenges beyond the fire departments control. The department is currently focused on analyzing how increasing the level of EMS service and providing rapid medical intervention will increase patient outcomes.

While there are many benefits to increasing the level of service provided by the fire department to our community, there are also fiscal challenges and impacts associated with an increase in care. The department seeks City Council's direction as to approving the recommendations being proposed.

ATTACHMENTS

1. Rescue Paramedic/Advanced Life Support Slideshow Presentation



City of Merced Fire Department

RESCUE PARAMEDIC / EMT OPTIONAL SCOPE PROGRAM

Overview

1. Scenarios
2. Background
3. Program Implementation
4. Cost Summary
5. Sustainability
6. Council Direction

Scenarios – BLS call becomes ALS

MFD arrived at scene of an ALOC call and found EMS providing care to a patient. Due to the way that this call was processed, a BLS (2 EMT's) unit was sent to this emergency. Due to the patient exhibiting signs of a stroke, an ALS unit was requested for transport. (19-4313). The engine that responded to this call had a paramedic on the engine and could have assisted the BLS unit with transport, creating an ALS unit and not delaying response to the hospital.

MFD arrives at scene of an EMS call with patient actively seizing. Due to the way this call was processed, a BLS unit was sent to this emergency. An ALS unit was requested to respond to this scene and the fire unit at scene had a paramedic on duty.

Scenarios – Ambulance Delay

MFD arrives at scene of a vehicle vs. pedestrian and were able to complete a full trauma assessment, patient packaging, and full spinal immobilization prior to a transport unit arriving at scene. E51 had a paramedic on the engine that day and was unable to provide additional patient care after immobilization. This patient was ultimately transported via air ambulance due to trauma.

Dispatched for chest pain of a patient with an extensive cardiac history. After arriving at scene, fire units were notified that a transport unit was en route from Los Banos. T51 had a paramedic on their unit, but were unable to provide care beyond a BLS assessment.

Current Capabilities

- ▶ MFD is a Basic Life Support (BLS) first response provider
- ▶ Over 6,400 Emergency Medical responses annually (Aug '18-19)
 - ▶ Previous presentation on March 4th stated 5,500 (Calendar year 18)
 - ▶ 900 call increase
- ▶ MFD personnel are the first providers to make patient contact 56% of the time
- ▶ Previous presentation indicated 55% of the time
- ▶ Staff consists of 57 EMT's and 2 Paramedics
- ▶ **Currently, MFD Paramedics are not allowed to provide Advanced Life Support (ALS) interventions to patients**

Rescue Paramedic Program Implementation

- ▶ Rescue Paramedic Program:
 - ▶ Currently licensed Paramedics to provide ALS care while on duty
 - ▶ Require program approval from the LEMSA
 - ▶ Medical Director contract
 - ▶ Equipment/supply acquisition
 - ▶ ePCR program acquisition
 - ▶ CE/Training increase
- ▶ Implementation is achievable within current approved budget

Cost Summary

- ▶ Proposed Element Estimates
 - ▶ Medical Director - \$18,000
 - ▶ Consumables -- \$3,000
 - ▶ Maintenance of paramedic certifications and licenses
- ▶ All costs have been approved within current EMS operating budget
- ▶ Future Budget Needs (3-5 years):
 - ▶ Dedicated staff person for EMS/Admin oversight, narcotics tracking, CQI, reporting, and training)
 - ▶ Evaluate job classification for FF/Paramedic

Sustainability

- ▶ Costs associated with EMS response may be offset with First responder reimbursement
- ▶ Grant funding opportunities exist for equipment acquisition and training
- ▶ Revenue sharing agreements with contracted transport provider
- ▶ Revenue streams for “treat and release” interactions are evolving to allow for alternative billing

Fire Department ALS

- ▲ Stockton
- ▲ Ripon
- ▲ Stanislaus Consolidated
- ▲ Modesto
- ▲ Patterson
- ▲ Sanger
- ▲ Selma
- ▲ Kingsburg
- ▲ Dinuba
- ▲ Visalia
- ▲ Tulare
- ▲ Coalinga

Council Direction

- ▶ The MFD is seeking approval to:
 1. Implement a Rescue Paramedic program, including the EMT optional scope
 2. Continue to explore the expansion of service to include limited ALS with EMT advanced personnel
 3. Continue to explore expansion of service to include full ALS with paramedic personnel
 - Local training with MJC
 - Alternative hiring methods



ADMINISTRATIVE REPORT

Agenda Item L.1.

Meeting Date: 9/16/2019

Report Prepared by: Steve Carrigan, City Manager

SUBJECT: City Council Response to the Civil Grand Jury Report Regarding the Policy Related to and the Use of City Hall Facilities

REPORT IN BRIEF

City Council Response to the Civil Grand Jury Report Regarding the Policy Related to and the Use of City Hall Facilities.

RECOMMENDATION

City Council - Adopt a motion approving the response to the Grand Jury Investigation regarding the Policy Related to and the Use of the Merced City Hall Facilities and authorizing submittal of the response to the Presiding Judge of the Merced County Superior Court by the Mayor.

ALTERNATIVES

Direct staff to make revisions to the draft response.

AUTHORITY

City of Merced Charter, Section 405
Penal Code Section 933.05

DISCUSSION

On July 1, 2019, the Merced County Grand Jury issued a report on its investigation of a complaint regarding the use of the Merced City Council Chambers.

The Grand Jury made five (5) findings and four (4) recommendations which are set forth on the second and third page of the report. The Grand Jury also requested the City Council respond to the following findings and recommendations within 90 days:

Findings

F2. City employees are unaware of the policies regarding the usage of City Hall. Misinformation has been given to citizens.

F3. The City's Application and Agreement for Use of Facilities does not include the facilities available at Council Chambers.

F4. The policy dated October 17, 1994, entitled "Administrative Policies and Procedures: Rules for

Use of Civic Center, Conference Room, Meeting Rooms, Exhibition Hall, and Council Chambers” was outdated.

F5. The policy dated May 20, 2019 fails to address some of the concerns put forth in this report as detailed above.

Recommendations

R1. The current Administrative Policies and Procedures should be updated and presented to the City Council for approval and implementation within 90 days of this report. Provide confirmation of the new policy adopted by Council to the Grand Jury within 120 days of this Report.

R2. The City staff responsible for disseminating information regarding usage of City Hall facilities must be properly trained with current information within 30 days of the adoption of policies by the City Council.

R3. The policies and procedures related to use of City Hall facilities must be reviewed on a regular basis and updated as needed.

R4. An update to all materials pertaining to the rental of City facilities including, but not limited to rental agreements, website, and fliers to ensure all information is consistent with policy and procedures and provide the public with accurate information.

A response from the City Council is due by September 30, 2019. Staff recommends the City Council review the draft response prepared, make suggested revisions, if any, and authorize its transmittal to the Presiding Judge.

IMPACT ON CITY RESOURCES

None.

ATTACHMENTS

1. Grand Jury Report Regarding Use of the Merced City Council Chambers
2. Draft Response to the Civil Grand Jury’s Request

USE OF MERCED CITY COUNCIL CHAMBERS

SUMMARY

The Merced City Hall has spaces available for rent to the public. These include Conference Rooms, an Exhibition Hall, the Sam Pipes Room, and Council Chambers. The 2018-2019, Merced County Civil Grand Jury (MCCGJ) received a complaint that questioned whether an elected official had been given special privileges in violation of City policies regulating the use of City Hall Facilities. After investigating, the MCCGJ concluded that the use of the Council Chambers by a local non-profit group on a Saturday did not violate City policies and no special privileges were given. However, the MCCGJ did find that City staff were not following official City policies regulating the use of City Hall Facilities and that those policies are poorly managed, not well communicated, and outdated. The MCCGJ recommends the City of Merced update its policies regulating the use of City Hall Facilities and ensure City employees are well-versed on the revised policies.

BACKGROUND

The 2018-2019 MCCGJ received a complaint that questioned whether an elected official was given special privileges in violation of City policies and procedures regulating the use of City Hall facilities. According to the complaint a ceremony had been held by a group in City Council Chambers on a Saturday. This event led the complainant to question whether the ceremony evidenced special privileges to an elected official.

METHODOLOGY

Members of the MCCGJ spoke with City staff and solicited information regarding the public's ability to rent facilities at Merced City Hall. Members of the MCCGJ also solicited an application from City Staff to rent such facilities. Thereafter, the MCCGJ interviewed City officials to obtain additional information on City policies and procedures for the rental of facilities at City Hall. Documents provided for review included a current Application and Agreement for Use of Facilities, the Samuel C. Pipes Meeting Room Information Sheet, and Merced Administrative Policies and Procedures. Additional information was obtained from the Merced City Parks and Facilities website, which provided general information and current fliers.

DISCUSSION

City staff informed members of the MCCGJ that City Hall spaces are not available to rent on weekends. They also told members of the MCCGJ that they were not aware of any related policies or procedures regarding the leasing of facilities. In addition, the "Application and Rental Agreement for Use of Facilities" lists no facility at City Hall as available for rent or reservation by a member of the public. The Samuel C. Pipes Room handout lists only the Samuel Pipes Room (no other facility) and specifically states the room is available "Monday through Friday 8:00 a.m. – 10:00 p.m." with no mention of availability on weekends.

The information provided by City staff and the available forms supported the complainant's contention that City facilities were not available to rent on weekends. During a later interview a City official presented to the MCCGJ a copy of a policy dated October 17, 1994, entitled "Administrative Policies and Procedures: Rules For Use of Civic Center, Conference Room, Meeting Rooms, Exhibition Hall, and Council Chambers" that indicated rooms are available Monday through Sunday 8 a.m. to 11 p.m. The 1994 policy also states that arrangements and approval to use the Chamber are made through a City employee and a fee is to be charged for the use unless an exception applies. The exception that would apply reads as follows: "City of Merced or groups or organizations conducting meetings or events in which an employee or official of the City is participating in their official capacity." Under that exception, "No fee or deposit required." Therefore, the weekend use of the Council Chambers without a fee by a group in which an official or employee was acting in their official capacity did not violate official City policies. No special privileges were provided beyond those adopted by City policies regulating the use of City Hall facilities.

The City official confirmed that public works department and employees are available to unlock and lock the facility after hours and on weekends. The MCCGJ found, and the City official agreed during the interview, that the 1994 policy is outdated. At the time of the interview the policy had not been updated to conform to recent changes in law that limit the amount that Cities may charge for use of City-owned facilities. Fees adopted should comply with Proposition 26, codified a California Article XIIC, section 1(e). A fee may not exceed the estimated reasonable cost of providing the service for which the fee is charged. During this interview, the City official stated that the policy was outdated and that a new Administrative Policy and Procedures will be drafted after a review of such policies adopted by other Central Valley cities. The official stated that the revised policy will be presented to the Merced City Council in spring 2019.

The revised policy was received by the MCCGJ in spring 2019. The MCCGJ was provided an updated policy entitled "RULES FOR USE OF CIVIC CENTER, CONFERENCE ROOMS, MEETING ROOMS, EXHIBITION HALL, AND COUNCIL CHAMBER effective 5/20/2019 that replaced the policy dated 10/17/94. The MCCGJ reviewed the updated policy and determined that it fails to address some of our concerns with the 1994 policy.

For example, Section 1 of the updated policy states fees "for entities other than city employees or elected officials are governed by the rates set forth in the most current City Council Resolution approving Facility Use Fees." This implies that the fees are not applicable to city employees or elected officials but does not expressly say so and does not clarify when such fees are to be waived for city employees or elected officials. Also, Section 1 states that "use of all City Hall rooms, except the Sam Pipes meeting room and Exhibition Hall, will normally be limited to meetings involving municipal business or interests and be handled by a city employee or city elected official." The policy does not clearly state whether the listed rooms may only be used for "meetings involving municipal business or interests" or whether the meetings in the listed rooms must "be handled by a city employee or city elected official."

Section 2 of the updated policy appears to make certain fees discretionary: "use of facilities on weekends and holidays and for special events by the general public will be subject to additional fees to cover staffing costs, as determined by the City Manager." In addition to adding an

element of discretion to the fees, this statement implies facilities are available on weekends and for special events by the general public, in contrast to Section 1 that stated certain rooms are only for “meetings involving municipal business or interests” and in contrast to other sections of the updated policy that state certain rooms are only available Monday through Friday.

Section 3 of the updated policy makes any City employee or elected official “involved” in a meeting “responsible for the conduct of the individuals using the room.” It is unclear how that responsibility would fall on such employees or elected officials that are simply participating in a meeting and not the organizer of such.

Lastly, language in the updated policy states that the use of some rooms is “subject to prior approval” without clarifying whose approval is required or factors to be considered in denying or approving the requested use.

FINDING(S)

- F1:** That the use of the City Hall facilities by a group on a Saturday did not violate City policies and an elected official was not given special privileges.
- F2:** That City employees are unaware of the policies regarding the usage of the City Hall. Misinformation has been given to citizens.
- F3:** That the City’s *Application and Agreement for Use of Facilities* does not include the facilities available at Council Chambers.
- F4:** That the policy dated October 17, 1994, entitled “Administrative Policies and Procedures: Rules for Use of Civic Center, Conference Room, Meeting Rooms, Exhibition Hall, and Council Chambers” was outdated.
- F5:** That the policy dated May 20, 2019 fails to address some of the concerns put forth in this report as detailed above.

RECOMMENDATION(S)

- R1:** That the current Administrative Policies and Procedures should be updated and presented to the City Council for approval and implementation within 90 days of this Report. Provide confirmation of the new policy adopted by Council to the Grand Jury within 120 days of this Report. (F2, F3, F4, F5)
- R2:** That the City staff responsible for disseminating information regarding usage of City Hall facilities must be properly trained with current information within 30 days of the adoption of policies by the City Council. (F2)
- R3:** That the policies and procedures related to use of City Hall facilities must be reviewed on a regular basis and updated as needed. (F4, F5)

R4: That an update to all materials pertaining to the rental of City facilities including but not limited to rental agreements, website, and fliers to ensure all information is consistent with policy and procedures and provide the public with accurate information. (F3, F4, F5)

REQUEST FOR RESPONSE(S)

Pursuant to Penal Code Section 933.05, the following responses are requested.

- Merced City Council respond to F2, F3, F4, F5, R1, R2, R3, and R4 within 90 days.
- Merced City Manager respond to F2, F3, F4, F5, R1, R2, R3, and R4 within 60 days.

Responses are to be submitted to the Presiding Judge of the Merced County Superior Court in accordance with Penal Code Section 933.05

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code §929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

One (1) juror recused from this investigation.

September __, 2019

Honorable Donald J. Proietti
Presiding Judge
Merced County Superior Court
2260 N Street
Merced, CA 95340

RE: USE OF MERCED CITY COUNCIL CHAMBERS COMPLAINT

Dear Judge Proietti:

On July 1, 2019, the City of Merced received the Civil Grand Jury Report relating to a complaint received regarding the use of the Merced City Council Chambers. Pursuant to Penal Code Section 933.05, the City Council provides the following responses to the Grand Jury's Findings F2, F3, F4, F5 and Recommendations R1, R2, R3, and R4.

GRAND JURY FINDINGS:

F2: That the City employees are unaware of the policies regarding the usage of the City Hall. Misinformation has been given to citizens.

CITY COUNCIL REPOSE:

Agreed in part. We agree that City employees and the public were generally unaware of any policies regarding nongovernmental usage of City Hall.

F3: That the City's *Application and Agreement for Use of Facilities* does not include the facilities available at Council Chambers.

CITY COUNCIL RESPONSE:

Agreed. However, the Charter of the City of Merced grants the City Manager discretion in these matters.

F4: That the policy dated October 17, 1994, entitled "Administrative Policies and Procedures: Rules for Use of Civic Center, Conference Room, Meeting Rooms, Exhibition Hall, and Council Chambers" was outdated.

CITY COUNCIL RESPONSE:

Agreed.

F5: That the policy dated May 20, 2019 fails to address some of the concerns put forth in this report as detailed above.

CITY COUNCIL RESPONSE:

Agree. However, the City Manager in his response will be updating the administrative policy to address the concerns set forth in this report.

GRAND JURY RECOMMENDATIONS:

R1: That the current Administrative Policies and Procedures should be updated and presented to the City Council for approval and implementation within 90 days of this Report. Provide confirmation of the new policy adopted by Council to the Grand Jury within 120 days of this Report. (F2, F3, F4, F5)

CITY COUNCIL RESPONSE:

The City Council agrees in part and disagrees in part. The City Council agrees that the Administrative Policies and Procedures should be updated and that the updated policy will be approved and implemented by the City Manager, pursuant to the City Charter, and his duties as the administrative officer of the City within 90 days of the

date of this report and will be sent to the Grand Jury within 120 days of this report.

The City Council disagrees that the administrative policy should be adopted by the City Council. Unlike other forms of government, in a council-manager form of government like that designed by the Charter of the City of Merced, the City Council operates as the legislative body of the municipality while the Office of the City Manager is tasked with administering the day to day affairs of the City. This is similar to the way most large corporations operate, with a board representing the shareholders' interests while the actual management of the corporation is delegated to the CEO and other executive officers. In this case, the City Manager of Merced acts as both the Chief Executive Officer ("CEO") and Chief Operational Officer ("COO"). The City Manager is accountable to the City Council, but the City Charter endows him with great discretion to manage the City's business.

The maintenance of City property and the management of City employees is directly within the purview of the rights and responsibilities delegated to the City Manager by the Charter of the City of Merced. We believe the authority to create, amend, or repeal administrative policies lies within the purview of the City Manager. Therefore, City Council's approval of the administrative policy would usurp the City Manager's executive decision-making in this matter.

R2: That the City staff responsible for disseminating information regarding usage of City Hall facilities must be properly trained with current information within 30 days of the adoption of policies by the City Council. (F2)

CITY COUNCIL RESPONSE:

The City Council Agrees in part. While we agree that it would be prudent for the City Manager to disseminate his facility use policy, we disagree with our body's adoption of any specific policies on the matter for reasons listed above.

R3: That the policies and procedures related to use of City Hall facilities must be reviewed on a regular basis and updated as needed. (F4, F5)

CITY COUNCIL RESPONSE:

The City Council agrees that all internal policies and procedures determined by the City Manager should be reviewed appropriately by the City Manager or his designees.

R4: That an update to all materials pertaining to the rental of City facilities including but not limited to rental agreements, website, and fliers to ensure all information is consistent with policy and procedures and provide the public with accurate information. (F3, F4, F5)

CITY COUNCIL RESPONSE:

The City Council agrees that updating the website and any currently-distributed fliers and brochures to reflect any real change in policy is prudent.

Sincerely,

Mike Murphy
Mayor

cc: Members of the City Council
Steve Carrigan, City Manager
Phaedra Norton, City Attorney



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item L.2.

Meeting Date: 9/16/2019

SUBJECT: Council Member Serratto's Request to Discuss a Neighborhood Improvement Project for the Loughborough Neighborhood

REPORT IN BRIEF

Council Member Serratto's request to discuss a neighborhood improvement project for the Loughborough neighborhood pursuant to City Council Administrative Policies and Procedures C-1.

RECOMMENDATION

It is requested Council give staff direction on this item.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item L.3.

Meeting Date: 9/16/2019

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 L.4.

Meeting Date: 9/16/2019

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.