



# 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, October 21, 2019

6:00 PM

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

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

#### NOTICE TO PUBLIC

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

At least 72 hours prior to each regular City Council meeting, a complete agenda packet is available for review on the City's website at [www.cityofmerced.org](http://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. Spanish and Hmong interpreters are available at every regular meeting.

#### 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

The legislative body shall provide the public with an opportunity to address the body on any item described in Closed Session [Government Code Section 54954.3(a)].

##### B.1. [19-625](#)

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

**B.2.**     [19-628](#)            **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency  
Designated Representative: City Manager Steve Carrigan; Employee  
Organization: American Federation of State, County, and Municipal  
Employees (AFSCME) Council 57; Local 2703; International Association  
of Fire Fighters, Local 1479; Merced Association of City Employees  
(MACE). AUTHORITY: Government Code Section 54957.6

**C.3.**     [19-627](#)            **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency  
Designated Representative: City Manager Steve Carrigan;  
Unrepresented Management AUTHORITY: Government Code Section  
54957.6

## **C. CALL TO ORDER**

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

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.**     [19-506](#)            **SUBJECT:** Proclamation - Fire Prevention Month

### **REPORT IN BRIEF**

Accepted by a representative of the Merced Fire Department.

**F.2.**     [19-579](#)            **SUBJECT:** Proclamation - Breast Cancer Awareness Month

### **REPORT IN BRIEF**

Accepted by a representative from the Merced Fire Department.

## **G. SPECIAL PRESENTATIONS**

**G.1.**     [19-639](#)            **SUBJECT:** Presentation on Young Legislators Program 2019



**REPORT IN BRIEF**

Presented by Diana Westmoreland from State Senator Ana Caballero's Office.

**G.2.**     [19-640](#)

**SUBJECT:** Update on the Boys and Girls Club and the Summer Camp Program

**REPORT IN BRIEF**

Update by Michelle Allison from the Boys and Girls Club.

**H. WRITTEN PETITIONS AND COMMUNICATIONS**

**I. 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.

**J. 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.

**J.1.**     [19-569](#)

**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.

**J.2.**     [19-616](#)

**SUBJECT:** Information Only - Planning Commission Meeting Minutes of July 17 and August 21, 2019

**RECOMMENDATION**

For information only.

J.3. [19-621](#)

**SUBJECT:** Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of September 16, 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 September 16, 2019.

J.4. [19-565](#)

**SUBJECT:** Adoption of Resolution to Implement a Donation and Gift Policy as Part of the City's Administrative Policies and Procedures

**REPORT IN BRIEF**

Considers the adoption of a Resolution to implement a Donation and Gift Policy for the City of Merced.

**RECOMMENDATION**

**City Council** - Adopt a motion adopting **Resolution 2019-62**, a Resolution of the City Council of the City of Merced, California, Adopting the Donation and Gift Policy.

J.5. [19-567](#)

**SUBJECT:** Approval of First Technical Amendment to the 2019 Annual Action Plan; and Professional Services Agreement with TDA Consulting, Inc. in the of Amount of \$75,735 to prepare the HUD Consolidated Plan, First Year Action Plan, and Analysis of Impediments to Fair Housing Required by the U.S. Department of Housing and Urban Development

**REPORT IN BRIEF**

Considers reallocation of CDBG Administrative funds to accommodate consulting fees; and, approving the terms and scope of services for a Professional Services Agreement with TDA Consulting, Inc., in the amount of \$75,735 to prepare the 2020-2024 Consolidated Plan, First Year Action Plan, and Analysis of Impediments to Fair Housing, as required by the U.S. Department of Housing and Urban Development (HUD) for five-year strategic planning and implementation of the City's CDBG and HOME

Programs.

**RECOMMENDATION**

**City Council** - Adopt a motion:

A. Approving a technical amendment to the 2019 HUD Annual Plan in the amount of \$75,735, appropriating the use of Community Development Block Grant (CDBG) Administrative funds from Housing Administrative to Professional Services for purposes of hiring a consultant.

B. Approving the Professional Services Agreement with TDA Consulting, Inc., to prepare the 2020-2024 Consolidated Plan, First Year Action Plan, and Analysis of Impediments to Fair Housing, as required by the U.S. Department of Housing and Urban Development (HUD) for strategic planning and implementation of the City's CDBG and HOME Programs.

C. Authorizing the City Manager or the Assistant City Manager to execute, and if necessary, make minor modifications to the agreement and all associated documents.

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

**J.6.**     [19-580](#)

**SUBJECT:** Allocation of Fiscal Year 2019/20 Community Development Block Grant (CDBG) to Fund Sub-Grantee Programs and Approval of Agreements with Sierra Saving Grace Homeless Project, Merced Rescue Mission, Habitat for Humanity of Stanislaus County, Restore Merced, Inc., and County of Merced for their Respective Programs Previously Approved with the 2019 Annual Action Plan

**REPORT IN BRIEF**

Considers authorizing the execution of Community Development Block Grant Sub-Grantee agreements for Sierra Saving Grace and Merced Rescue Mission's Acquisition/Rehabilitation Programs, Habitat for Humanity of Stanislaus County's Homeowner Rehabilitation Program, Restore Merced's Neighborhood Cleanup Program, and County of Merced's Continuum of Care Collaborative Applicant Program.

**RECOMMENDATION**

**City Council** - Adopt a motion:

A. Approving agreements for programs identified in the 2019 Department of Housing and Urban Development (HUD) Annual Action Plan using Community Development Block Grant (CDBG) funds from the 2019/20

Fiscal Year (Accounts: 018-1301-552.17.00/Professional Services, and 018-1301-552-29.00/Supplies and Services, per previous City Council recommendation for:

1. An agreement with Sierra Saving Grace Homeless Project ("Sierra Saving Grace Homeless Project") for Acquisition and Rehabilitation of a Residence in the amount of \$300,000; and,
2. An agreement with Merced Rescue Mission ("Hope for Families") for Acquisition and Rehabilitation of a Residence in the amount of \$297,000; and,
3. An agreement with Habitat for Humanity, Stanislaus County ("A Brush With Kindness") for Homeowner-Occupied Single-Unit Rehabilitation in the amount of \$300,000; and,
4. An agreement with Restore Merced, Inc. ("Restore Jobs") for a Neighborhood Cleanup Program in the amount of \$60,000; and,
5. An agreement with County of Merced/Collaborative Applicant for the Continuum of Care Program in the amount of \$38,000.

B. Authorizing the City Manager or the Assistant City Manager to execute, and if necessary, make minor modifications to the agreements described above and as attached, and all associated documents; and,

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

**J.7.**     [19-312](#)

**SUBJECT:** Adoption of Resolution Declaring the Intent to Vacate a 20-Foot Wide Temporary Access Easement Located on Lot 137 within the Summer Creek Subdivision (Vacation 19-02), Generally Located East of McKee Road at Silverstone Drive and Setting a Public Hearing on November 18, 2019, for the Vacation Process

**REPORT IN BRIEF**

Considers adopting a Resolution to declare the intent to vacate a 20-foot wide temporary access easement located on Lot 137 (APN: 008-450-005) within the Summer Creek Subdivision, generally located east of McKee Road at Silverstone Drive, and setting a public hearing for November 18, 2019, for the vacation process.

**RECOMMENDATION**

**City Council** - Adopt a motion adopting **Resolution 2019-66**, a

Resolution of the City Council of the City of Merced, California, declaring its intention to vacate a 20-foot wide temporary access easement on Lot 137 within the Summer Creek Phase Two Subdivision (Vacation #19-02) and setting time and place for Public Hearing.

J.8. [19-594](#)

**SUBJECT:** Adoption of Resolution Approving the Final Map for Moraga of Merced, Unit No. 2 Subdivision - Final Map #5370 for 233 Single-Family Lots, Generally Located on the South Side of Yosemite Avenue, East of Via Moraga

**REPORT IN BRIEF**

Considers the approval of Final Map #5370 for 233 single-family lots, generally located on the south side of Yosemite Avenue, east of Via Moraga.

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Approving **Resolution 2019-69**, a Resolution of the City Council of the City of Merced, California, approving the Final Subdivision Map for the Moraga of Merced, Unit No. 2 Subdivision (#5370); and,
- B. Approving the Subdivision Agreement for the Moraga of Merced, Unit 2 Subdivision; and,
- C. Authorizing the City Manager or the Assistant City Manager to execute the Subdivision Agreement.

J.9. [19-593](#)

**SUBJECT:** Approval of Annual Agreement with Merced Zoological Society to Contribute a Minimum of \$75,000 from its Total Operating Budget to the City for the Operation of Applegate Park Zoo for Fiscal Year 2019/2020 to Supplement the Zoo Operating Budget

**REPORT IN BRIEF**

Considers approval of annual agreement with Merced Zoological Society to supplement Zoo annual operating by at least \$75,000 through collecting gate fees, operating gift shop, and holding other fundraisers.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the agreement with the Merced Zoological Society for payment of at least \$75,000 (approximately 24%) of the total operating budget at the Zoo and authorizing the City Manager or

the Assistant City Manager to execute the necessary documents.

**J.10.**    [19-633](#)

**SUBJECT:** Approval of Recreation and Parks Commission's Recommendation to Accept a Donation of a Tile Mosaic Artwork Installation at the Applegate Park Merced Open Air Theater (MOAT) by Monica Modest

**REPORT IN BRIEF**

Considers approving the Recreation and Parks Commission's recommendation to accept a donation of a tile mosaic artwork installation at the Applegate Park Merced Open Air Theater (MOAT) from Monica Modest.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the Recreation and Park Commission's recommendation to accept a donation of a tile mosaic artwork installation from Monica Modest, to be placed at the Applegate Park Merced Open Air Theater (MOAT); and, authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

**J.11.**    [19-619](#)

**SUBJECT:** Second Reading and Final Adoption of Ordinance Amending the Official Zoning Map by Rezoning Approximately 0.52 Acres of Land Generally Located on the East Side of McKee Road Approximately 360 Feet South of Yosemite Avenue

**REPORT IN BRIEF**

Second reading and final adoption of an Ordinance amending the Official Zoning Map.

**RECOMMENDATION**

**City Council** - Adopt a motion adopting **Ordinance 2504**, an Ordinance of the City Council of the City of Merced, California, amending the Official Zoning Map by rezoning approximately 0.52 acres of land generally located on the east side of McKee Road, approximately 360 feet south of Yosemite Avenue from R-1-6 to Neighborhood Commercial (C-N).

**J.12.**    [19-620](#)

**SUBJECT:** Second Reading and Final Adoption of Ordinance to Revise Park Hours and Amending Section 14.04.070 - Hours - Permits to Reflect Approved New Park Hours

**REPORT IN BRIEF**

Second reading and final adoption of an Ordinance revising park hours

and updating Code of Ordinances Title 14, Chapter 14.04, Amending Section 14.04.070 - Hours - Permits.

#### RECOMMENDATION

**City Council** - Adopt a motion adopting **Ordinance 2505**, an Ordinance of the City Council of the City of Merced, California, amending Section 14.04.070, "Hours - Permit," of the Merced Municipal Code regarding City parks.

### K. 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.

**K.1.**     [19-599](#)

**SUBJECT:** Public Hearing Pursuant to the Tax and Equity Fiscal Responsibility Act (TEFRA) and Adoption of a Resolution Approving the Issuance of Revenue Bonds in an Amount Not to Exceed \$17,000,000, of Which \$6,500,000, Will be Allocated for the Golden Valley Health Centers Project in the City of Merced

#### REPORT IN BRIEF

Considers conducting a public hearing under the Tax and Equity Fiscal Responsibility Act (TEFRA) in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (CMFA) in an amount not to exceed \$17,000,000, of which approximately \$6,550,000 will be allocable to a project in the city for the purpose of financing the acquisition of a practice management system at Golden Valley Health Centers headquarters located at 737 West Childs Avenue, in the City of Merced, California.

#### RECOMMENDATION

**City Council** - Adopt a motion adopting **Resolution 2019-65**, a Resolution of the City Council of the City of Merced, California, approving the issuance of Revenue Bonds by the California Municipal Finance Authority in an aggregate principal amount not to exceed \$17,000,000 for the purpose of financing the acquisition, construction, improvement and equipping of facilities for Golden Valley Health Centers and certain other matters relating thereto.

### L. REPORTS

L.1. [19-617](#)

**SUBJECT:** Adoption of Resolutions for Calling a Special Election for March 3, 2020 for the Purpose of Placing Three Ballot Measures Before the Voters to Amend Various Sections of the City of Merced Charter Including Sections 400, 402, 604, and 1051 and Requesting the Merced County Board of Supervisors Consolidate Said Election with the Statewide Primary Election Being Held on the Same Date

**REPORT IN BRIEF**

Consideration of Resolutions Calling a March 3, 2020 Special Municipal Election for the purpose of placing three measures on the ballot amending sections 400, 402, 604 and 1051 of the City of Merced Charter and requesting the County Board of Supervisors consolidate the City's election with the Statewide Primary Election being held on the same date.

**RECOMMENDATION**

**City Council** - Adopt a motion:

A. Adopting **Resolution 2019-67**, a Resolution of the City Council of the City of Merced, California, calling a Special Municipal Election to be held on March 3, 2020, for the Purpose of Submitting Three Ballot Measures to Amend Various Sections of the City of Merced Charter to the Electorate; and,

B. Adopting **Resolution 2019-68**, a Resolution of the City Council of the City of Merced, California, requesting that the Board of Supervisors of the County of Merced, California provide for the consolidation of a Special Municipal Election and Three Ballot Measures with the Statewide Primary Election to be held on March 3, 2020; and,

C. Approving the form and ballot questions of the City Council sponsored Measures; and,

D. Directing the City Manager/City Clerk and the City Attorney's Office to execute documents appropriate to carry out the tasks necessary for the Special Municipal Election and to take actions related thereto.

L.2. [19-631](#)

**SUBJECT:** Presentation on Property Based Improvement District

**REPORT IN BRIEF**

Presentation on establishing a Property Based Improvement District

**RECOMMENDATION**

For information-only.



## M. BUSINESS

- M.1. [19-642](#)      **SUBJECT:** Council Direction Concerning Hosting Stage 2 of the 2020 Amgen Tour of California Which May Include Proceeding with a Letter of Intent to Host Stage 2 of the 2020 Amgen Tour of California

### REPORT IN BRIEF

Council to discuss whether or not the City of Merced will direct staff to commit funds, staff, and other resources to host Stage 2 of the 2020 Amgen Tour of California through a Letter of Intent.

### RECOMMENDATION

Provide staff direction on the 2020 Amgen Tour.

- M.2. [19-618](#)      **SUBJECT:** Discussion Regarding Options to Fill Vacancies on the City of Merced Planning Commission and Potential Appointment of Individuals to Fill the Vacancies (2 Vacancies)

### REPORT IN BRIEF

Considers options for appointing individuals to the City of Merced Planning Commission.

### RECOMMENDATION

**City Council** - Adopt a motion:

A. Appointing individuals to one, or both of the vacant seats from the list of the qualified applicants either by Council District or At-Large at Council discretion; **or**,

B. Directing staff to schedule a Special Meeting to conduct interviews of Planning Commission applicants.

- M.3. [19-570](#)      **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.

- M.4. [19-571](#)      **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.

## **N. ADJOURNMENT**



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item B.1.**

Meeting Date: 10/21/2019

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



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item B.2.**

Meeting Date: 10/21/2019

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**SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Employee Organization: American Federation of State, County, and Municipal Employees (AFSCME) Council 57; Local 2703; International Association of Fire Fighters, Local 1479; Merced Association of City Employees (MACE). AUTHORITY: Government Code Section 54957.6



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item B.3.**

Meeting Date: 10/21/2019

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**SUBJECT: CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative:**  
**City Manager Steve Carrigan; Unrepresented Management AUTHORITY: Government Code**  
**Section 54957.6**



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item F.1.**

Meeting Date: 10/21/2019

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**SUBJECT:** Proclamation - Fire Prevention Month

### REPORT IN BRIEF

Accepted by a representative of the Merced Fire Department.

### ATTACHMENTS

1. Fire Prevention Month Proclamation



# Proclamation

- WHEREAS,** the City of Merced is committed to ensuring the safety and security of all those living in and visiting Merced; and
- WHEREAS,** fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and
- WHEREAS,** home fires killed 2,630 people in the United States in 2017, according to the National Fire Protection Association (NFPA), and the Merced Fire Department responded to 87 structure fires; and
- WHEREAS,** the majority of US fire deaths (4 out of 5) occur at home each year; and
- WHEREAS,** the fire death rate per 1000 home fires reported to US fire departments was 4 percent higher in 2017 than in 1980; and
- WHEREAS,** when the smoke alarm sounds, Merced's residents may have less than two minutes to escape to safety; and
- WHEREAS,** Merced's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and
- WHEREAS,** Merced's residents should make a home escape plan, drawing a map of each level of the home, showing all doors and windows; and
- WHEREAS,** Merced's residents should make sure everyone in the home knows how to call 9-1-1 or the local emergency number from a cell phone or a neighbor's phone; and
- WHEREAS,** Merced's residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and
- WHEREAS,** the 2019 Fire Prevention Week theme, "Not Every Hero Wears a Cape. Plan and Practice Your Escape!" effectively serves to remind us that we need to take personal steps to increase our safety from fire.

**NOW, THEREFORE, I, MIKE MURPHY, Mayor** of Merced, do hereby proclaim October 2019, as Fire Prevention Month throughout this community. I urge all the people of Merced to develop a home fire escape plan with all members of the household and practice it twice a year, and to participate in the many public safety activities and efforts of Merced fire and emergency services during Fire Prevention Month 2019.

Signed this 7<sup>th</sup> day of October 2019.

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*Mike Murphy, Mayor of Merced*



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item F.2.**

Meeting Date: 10/21/2019

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**SUBJECT:** Proclamation - Breast Cancer Awareness Month

### REPORT IN BRIEF

Accepted by a representative from the Merced Fire Department.

### ATTACHMENTS

1. Breast Cancer Awareness Month Proclamation





# Proclamation

WHEREAS, a woman receives a diagnosis of breast cancer every two minutes, making the disease the second most frequently diagnosed cancer among women in the United States; and

WHEREAS, each year it is estimated that more than 220,000 women in the United States will be diagnosed with breast cancer and more than 40,000 will die as a result of the disease; and

WHEREAS, screening rates are declining and a recent study revealed that among the 1.5 million women studied over the age of 40 with health insurance, less than fifty percent received the recommended annual screening; and

WHEREAS, the efforts of the Merced City Firefighters, IAFF Local #1479, and other organizations have made a major contribution to spreading breast cancer awareness to men and women in our community through outreach, education, and screening programs; and

WHEREAS, through research and advocacy, significant advances have been made in the fight against breast cancer, decreasing the mortality rate by 36 percent; and

WHEREAS, the 2.5 million breast cancer survivors living in the United States today are a testament to courage, as well as to the importance of promoting awareness about breast cancer, providing information, funding research, following recommended screening guidelines, and offering treatment to those who are affected; and

WHEREAS, throughout the month of October, women are encouraged to make a renewed commitment to following recommended screening guidelines and to make a mammogram appointment,

NOW, THEREFORE, I, MIKE MURPHY, Mayor of the City of Merced, do hereby proclaim October 2019 Breast Cancer Awareness Month, and urge all citizens of Merced to take cognizance of this event and participate fittingly in its observance.

Signed this 7<sup>th</sup> day of October 2019.

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*Mike Murphy, Mayor of Merced*



# CITY OF MERCED

Merced Civic Center  
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## ADMINISTRATIVE REPORT

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**Agenda Item G.1.**

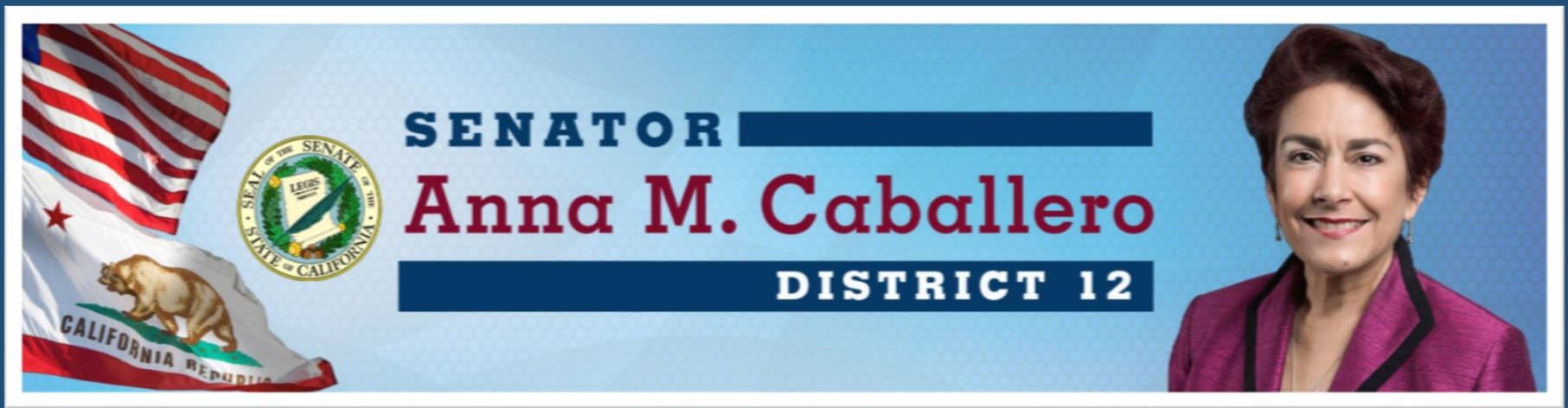
Meeting Date: 10/21/2019

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**SUBJECT:** Presentation on Young Legislators Program 2019

### **REPORT IN BRIEF**

Presented by Diana Westmoreland from State Senator Ana Caballero's Office.



# Young Legislators Program 2019

## Program Overview

# Participants

- When: June 22- July 18, 2019
- Where: City of Greenfield and City of Atwater
- Who: High School Students Living in or Attending School in Senate District 12

## 14 Students Participated From the Central Valley:

- Kingsburg
- Firebaugh
- Atwater
- Planada
- Santa Nella
- Merced



The flyer for Senator Anna M. Caballero's 2019 Young Legislators Program features the California state flag, the state seal, and a portrait of Senator Caballero. The text is in a mix of blue, red, and black fonts, with key information highlighted in a dark blue box. The program details include dates, locations, and a deadline for applications.

**SENATOR**  
**Anna M. Caballero**  
**DISTRICT 12**

**Senator Anna M. Caballero**  
**invites you to join the**  
**2019 YOUNG LEGISLATORS**  
**PROGRAM**

The **2019 YOUNG LEGISLATORS PROGRAM** provides an introduction to the workings of government and strives to build a strong foundation for our youth who want to get involved in the leadership of their community.

**The program will be held on the following dates and participants must commit to attending all sessions.** All sessions will be held from 9 am - 12 noon with the exception of the final session that will include a trip to the State Capitol. Eligible participants should be in high school (9 - 12 grade).

**City of Atwater, California**

- Saturday, June 22
- Saturday, June 29
- Saturday, July 6
- Saturday, July 13
- Thursday, July 18 (all-day)

**DEADLINE – submit by Wednesday June 12, 2019 at 5 pm**  
**USE THE FOLLOWING LINK TO SUBMIT APPLICATION:**  
**Senator Caballero's 2019 Young Legislators Program**

**FOR QUESTIONS,** please contact Elisa Rivera at 209.726.5495  
or [elisa.rivera@sen.ca.gov](mailto:elisa.rivera@sen.ca.gov).

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# Overview

Day 1

Local Government

Day 2

State Government  
& Legislative Cycle

Day 3

Federal  
Government,  
CENSUS 2020 &  
Higher Education

Capitol  
Trip

Tour of Capitol

Mock Committee  
Hearing

# Day 1

## Speakers:

- Paul Creighton - Atwater Mayor
- Channce Condit - Ceres Councilmember
- Jewel Hurtado – Kingsburg City councilwoman
- Daron McDaniel – Merced Board of Supervisors

## Activities:

- Duties of Senator Caballero  
Learning About Senate district
- Duties performed by Local City and County Government

# Day 2

## Activities:

- Duties relating to State Budget
- Recognitions
  - Adjourn in Memory
  - Certificates
  - Resolutions
  - District awards- Small business of the year, etc.
  - Scholarships
- Debate
  - School Uniforms

# Day 2 – Debate

## Should uniforms be required at school?

1. One representative from each team
2. Proposition team will open- 3 minutes
3. Opposition team will rebut and give their arguments- 4 minutes
4. Proposition team will rebut- 3 minutes
5. Opposition team, closing statement- 2 minutes
6. Proposition team, closing statement- 3 minutes





# Day 3

## Speakers:

- Gabe Hulbert - District 16<sup>th</sup> Representative to Jim Costa
- James Martinez - Associate Field Representative for Senator Harris
- Mai Thao - Regional program manager in Fresno for the California Complete County- Census 2020: Region 6

## Activities:

- Charades!
- Preparing for the Capitol



# CAPITOL TRIP JULY 18, 2019

- Meet the Senator and Capitol Staff
- Tour of the Capitol Building and Exclusive Tour of the Senate/ Assembly Floor
- Mock Committee Hearing

# Welcome from Senator Anna M. Caballero





# Governor's Panel Guest Speaker

- Chief Deputy Secretary for Legislative Affairs, Governor's Office  
Che Salinas
- Legislative Affairs Director, Steinberg Institute  
Adriana Ruelas

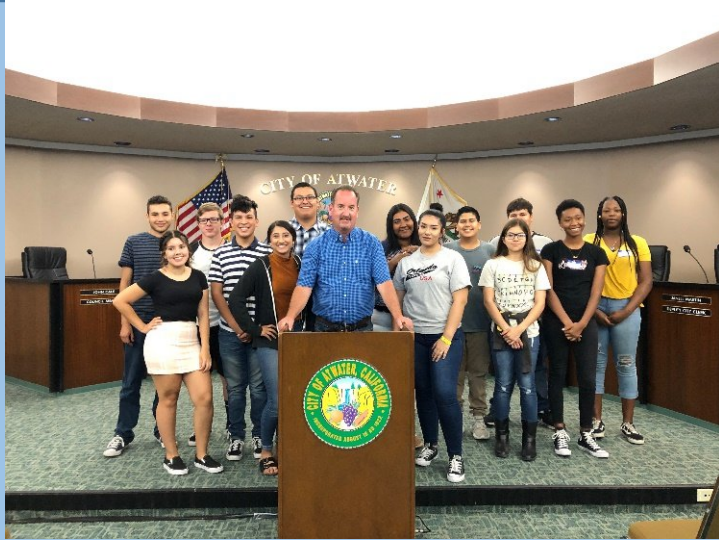


# Young Legislators Program





# Young Legislators Program





# Young Legislators Program





# Young Legislators Program





# Young Legislators Program



# What's Next?

- Continue to Engage youth through civic participation
- Sign up to host a Youth Legislative Program in your city!

# Thank You!



*Diana Westmoreland*

Field Representative

**State Senator- 12th District**

**Anna M. Caballero**

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Field Representative

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*Jennifer Hidalgo*

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# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item G.2.**

Meeting Date: 10/21/2019

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**SUBJECT:** Update on the Boys and Girls Club and the Summer Camp Program

**REPORT IN BRIEF**

Update by Michelle Allison from the Boys and Girls Club.



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item J.1.**

Meeting Date: 10/21/2019

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**SUBJECT:** Reading by Title of All Ordinances and Resolutions

### REPORT IN BRIEF

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

### RECOMMENDATION

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



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item J.2.**

Meeting Date: 10/21/2019

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*Report Prepared by: Taylor Gates, Administrative Assistant I, Planning Division*

**SUBJECT:** Information Only - Planning Commission Meeting Minutes of July 17 and August 21, 2019

### RECOMMENDATION

For information only.

### ATTACHMENTS

1. Minutes
2. Minutes



**CITY OF MERCED**  
**Planning Commission**

**MINUTES**

Merced City Council Chambers  
Wednesday, July 17, 2019

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

**ROLL CALL**

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

Commissioners Absent: None (One Vacancy)

Staff Present: Director of Development Services McBride, Planning Manager Espinosa, City Attorney Norton, Deputy City Attorney Campbell, and Recording Secretary Hensley

**1. APPROVAL OF AGENDA**

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

**2. MINUTES**

M/S RASHE-DREXEL, and carried by unanimous voice vote (one vacancy), to approve the Minutes of June 5, 2019, as submitted.

**3. COMMUNICATIONS**

Planning Manager ESPINOSA asked City Attorney NORTON to introduce the new Deputy City Attorney CAMPBELL to the Planning Commission. Planning Manager ESPINOSA explained that Mr. CAMPBELL would serve as counsel at Planning Commission Meetings in the future.

4. **ITEMS**

- 4.1 (Consent) Vacation #19-04, initiated by Yosemite & G, LLC, property owner, to abandon a portion of a Work Easement near the northeast corner of Yosemite Avenue and G Street.

Commissioner PADILLA recused himself for a potential conflict of interest.

M/S DREXEL-RASHE, and carried by the following vote, to find that the proposed Vacations #19-04 (initiated by Yosemite & G, LLC, property owner, to abandon a portion of a Work Easement near the northeast corner of Yosemite Avenue and G Street), is consistent with the *Merced Vision 2030 General Plan*.

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

NOES: None

ABSENT: None (one vacancy)

ABSTAIN: Commissioner Padilla

Commissioner PADILLA returned to the dais.

- 4.2 Minor Use Permit #19-01, initiated by Golden Valley Engineering and Juan Gama on behalf of Merced OKR, LLC, property owners. This application involves a request to convert an existing office building into a preschool for approximately 200 children, including outdoor play areas. The site is generally located on the south side of Loughborough Drive, approximately 500 feet west of M Street (750 Loughborough Dr.), within Planned Development (P-D) #1, with a Commercial Office (CO) General Plan designation.

Chairperson DYLINEA recused himself for a potential conflict of interest

Associate Planner NELSON briefly reviewed the project; for more information refer to Staff Report #19-20.



Public testimony was opened at 7:19 p.m.

Speaker from the Audience in Favor:

JUAN GAMA, Applicant, Merced

Commissioner HARRIS asked for clarification on requirements for outdoor play areas regarding landscaping and covered play areas.

Commissioner PADILLA expressed concern over the suggested fencing height of 4 feet and asked whether the applicant intended to close their location on Collins Drive due to the proximity to the proposed new location. Commissioner PADILLA also addressed the potential traffic flow issue and whether or not it would cause more congestion on Loughborough Drive.

Commissioner RASHE expressed concern over security issues due to the proximity to big box stores and inquired about sufficient surveillance in the area.

Commissioner DREXEL asked for clarification in regards to traffic flow.

Planning Manager ESPINOSA explained that a condition regarding a traffic flow plan could be added to be later approved by the Director of Development Services.

Commissioner HARRIS stated that the front playground along Loughborough Drive would be too much of a liability due to the noise from the nearby fire station.

Director of Development Services MCBRIDE explained that the Department would review any complaints received and the Commission could revoke the permit if it was deemed unsafe. Mr. MCBRIDE suggested using a block wall and landscaping as a sound barrier.

Planning Commission Minutes

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July 17, 2019

Mr. GAMA addressed the fencing height of 4 feet as required by California State Law, but indicated that they would be willing to install fencing that exceeded that requirement. Mr. GAMA also agreed to the condition requiring a brick wall enclosing the front play area. Mr. GAMA also agreed to implement a traffic flow plan as approved by the Director of Development Services.

Speaker from the Audience Neutral:

WENDELL HAMMON, Resident, Merced

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

Public testimony was completed at 7:33 p.m.

M/S PADILLA-DREXEL, to approve Minor Use Permit #19-01, subject to the Findings and seventeen (17) Conditions set forth in Staff Report #19-20 (RESOLUTION #4023) and Finding J from Planning Commission Memo regarding Minor Use Permit #19-01:

AYES: Commissioners Camper, Drexel, and Padilla

NOES: Commissioner Harris

ABSENT: None (one vacancy)

ABSTAIN: Commissioner Rashe and Chairperson Dylina

The motion failed.

M/S PADILLA-HARRIS, and carried by the following vote, to approve Minor Use Permit #19-01, subject to the Findings and seventeen (17) Conditions set forth in Staff Report #19-20 and Finding J from Planning Commission Memo regarding Minor Use Permit #19-01, amending Condition #12 and addition of Condition Number 18 as follows (RESOLUTION #4023):

(New language underlined, deleted language ~~strike-through~~.)

“12. The fencing used to enclose the southern outdoor play areas shall be wrought-iron and a minimum of 6 feet high. The northern play

area shall be enclosed by a solid 6-foot tall block wall with landscaping. Gates shall be installed as required by the Fire Department.”

“18. The project applicant shall provide a traffic flow plan with appropriate markings for cars entering and exiting the site for approval by the Director of Development Services.”

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

NOES: None

ABSENT: None (one vacancy)

ABSTAIN: Chairperson Dylina

#### 4.3 Election of Chairperson and Vice Chairperson

Commissioner PADILLA nominated Commissioner DREXEL as Chairperson and Commissioner HARRIS as Vice Chairperson. Both Commissioner DREXEL and Commissioner HARRIS accepted the nominations. There were no other nominations for Chairperson or Vice-Chairperson.

M/S PADILLA-RASHE, and carried by the following vote, to elect Commissioner DREXEL as Chairperson and to elect Commissioner HARRIS as Vice-Chairperson:

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

NOES: None

ABSENT: None (one vacancy)

ABSTAIN: None

#### 4.4 Cancellation of August 7, 2019, Planning Commission Meeting due to a conflict with the North Merced Annexation Feasibility Study Public Meeting

Planning Commission Minutes

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July 17, 2019

M/S HARRIS-RASHE, and carried by unanimous voice vote (one vacancy), to cancel the Planning Commission meeting of August 7, 2019.

5. **INFORMATION ITEMS**

5.1 **Calendar of Meetings/Events**

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

6. **ADJOURNMENT**

There being no further business, Chairperson DYLINE adjourned the meeting at 8:12 p.m.

Respectfully submitted,



KIM ESPINOSA, Secretary  
Merced City Planning Commission

APPROVED:



SCOTT G. DREXEL, Chairperson  
Merced City Planning Commission

**CITY OF MERCED**  
**Planning Commission**

**Resolution #4023**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of July 17, 2019, held a public hearing and considered **Minor Use Permit #19-01**, initiated by Golden Valley Engineering and Juan Gama on behalf of Merced OKR, LLC, property owners. This application involves a request to convert an existing office building into a preschool for approximately 200 children, including outdoor play areas. The site is generally located on the south side of Loughborough Drive, approximately 500 feet west of M Street (750 Loughborough Dr.), within Planned Development (P-D) #1, with a Commercial Office (CO) General Plan designation; also known as Assessor's Parcel Number (APN) 236-220-007; and,

**WHEREAS**, the Merced City Planning Commission concurs with Findings A through I of Staff Report #19-20 and Finding J from Planning Commission Memo regarding Minor Use Permit #19-01; 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 #19-15, and approve Minor Use Permit #19-01, 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:

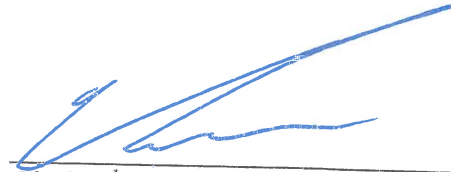
AYES: Commissioners CAMPER, DREXEL, HARRIS, PADILLA, and  
RASHE  
NOES: NONE  
ABSENT: NONE (one vacancy)  
ABSTAIN: Commissioners DYLINEA

PLANNING COMMISSION RESOLUTION #4023

Page 2

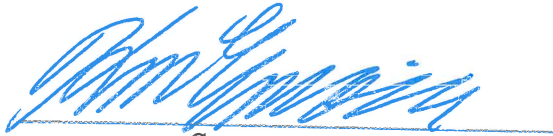
July 17, 2019

Adopted this 17th day of July 2019



Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:



Secretary

Attachment:

Exhibit A – Conditions of Approval

n:\shared\planning\PC Resolutions: MUP #19-01

**Conditions of Approval**  
**Planning Commission Resolution #4023**  
**Minor Use Permit #19-01**

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan) and, - Attachment B, except as modified by the conditions.
2. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
3. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
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 (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.
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

EXHIBIT A  
OF PLANNING COMMISSION RESOLUTION #4023

Page 1

and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

6. Fire sprinklers shall be required as determined by the Fire Department in compliance with the Merced Municipal Code and California Fire Code.
7. Panic hardware shall be installed on gates to the fenced play areas as required by the Fire Department in compliance with the California Fire Code.
8. All signs shall comply with the North Merced Sign Ordinance. No temporary freestanding or moveable signs shall be allowed.
9. The preschool shall obtain all necessary CA State licenses and inspections prior to opening for business. All licenses shall be maintained in good standing with the state and local authorities.
10. As required by Merced Municipal Code Section 17.04.050 and 17.04.060, full public improvements shall be installed/repared if the permit value of the project exceeds \$85,000.00. Public improvements may include, but not be limited to, repairing/replacing the sidewalk, curb, gutter, and street corner ramp(s), so that they comply with ADA standards and other relevant City of Merced/State/Federal standards and regulations.
11. To ensure vehicles do not block the shared drive aisle on the east side of the property and that adequate access is provided for emergency vehicles, the curb in front of the eastern-most parking spaces identified as Spaces 15 through 26 on the site plan at Attachment B of Staff Report #19-20, shall be painted red and “no parking” signs shall be placed in this area. The preschool operators shall immediately notify anyone parking in the drive aisle area to move their vehicle.
12. The fencing used to enclose the southern outdoor play areas shall be wrought-iron and a minimum of 6 feet high. The northern play area shall be enclosed by a solid 6-foot tall block wall with landscaping. Gates shall be installed as required by the Fire Department.
13. Required parking has been calculated using a maximum of twelve employees. If additional employees are hired and are on-site at the same time, additional parking spaces may be required.
14. The outdoor play ground areas shall be maintained in an aesthetically pleasing manner.

EXHIBIT A  
OF PLANNING COMMISSION RESOLUTION #4023



15. Sufficient lighting shall be provided throughout the site to provide a safe environment for employees and patrons of the site.
16. All landscaping shall be kept healthy and maintained in good condition and any damaged or missing landscaping shall be replaced immediately.
17. The premises shall remain clean and free of debris and graffiti at all times. Any damaged materials shall be replaced by matching materials.
18. The project applicant shall provide a traffic flow plan with appropriate markings for cars entering and exiting the site for approval by the Director of Development Services.

n:\shared\planning\PC Resolutions: MUP #19-01 Exhibit A

**CITY OF MERCED**  
**Planning Commission**

**MINUTES**

Merced City Council Chambers  
Wednesday, August 21, 2019

Chairperson DREXEL called the meeting to order at 7:00 p.m., followed by a moment of silence and the Pledge of Allegiance.

**ROLL CALL**

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

Commissioners Absent: Sam Rashe (excused) (One Vacancy)

Staff Present: Director of Development Services McBride, Planning Manager Espinosa, Associate Planner Nelson, Associate Planner Mendoza-Gonzalez, Attorney Flores, Deputy City Attorney Campbell, and Recording Secretary Gates

**1. APPROVAL OF AGENDA**

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

**2. MINUTES**

\*Secretary's note:

Due to a clerical error, updates to Resolution #4023 were not completed and Commissioner Harris requested that the approval of the minutes of July 17, 2019, be tabled until the next scheduled meeting.

**3. COMMUNICATIONS**

None

4. **ITEMS**

- 4.1 (Consent) Conditional Use Permit #1232, initiated by United Signs System, applicant for Isenberg and Ericson, Inc., property owner. This application involves a request to install a 20-foot-tall freestanding pylon sign for the shopping center located at 3155 R Street. The subject site is generally located on the west side of R Street, approximately 575 feet north of W. Olive Avenue. This property is located within Planned Development (P-D) #7 and has a Regional/Community Commercial (RC) General Plan Designation.

As a consent item, there was no staff presentation. For further information, refer to Staff Report #19-21.

Speaker from the Audience in Favor:

DAMON RICHMOND, Applicant, Modesto

No one spoke in opposition to the project.

Public testimony was completed at 7:06 p.m.

M/S DYLYNA-HARRIS, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #19-19, and approve Conditional Use Permit #1232, subject to the Findings and eleven (11) Conditions set forth in Staff Report #19-21 (RESOLUTION #4024):

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

NOES: None

ABSENT: Rashe (one vacancy)

ABSTAIN: None

- 4.2 General Plan Amendment #19-02, Zone Change #426, and Conditional Use Permit #1231, initiated by Merced Holdings, LP, property owner. The General Plan Amendment and Zone Change application is a request to change the General Plan

designation from Low Density Residential (LD) to Neighborhood Commercial (CN) and change the Zoning designation from R-1-6 to Neighborhood Commercial (C-N) for approximately 22,670 square feet of land located approximately 360 feet south of Yosemite Avenue, on the east side of McKee Road. The Conditional Use Permit application is a request to allow the construction of 428 Efficiency Dwelling Units and 18,000 square feet of retail on 5.94 acres of land with a General Plan designation of Neighborhood Commercial (CN) and Zoning designation of Neighborhood Commercial (C-N) generally located at the southeast corner of Yosemite Avenue and McKee Road.

Associate Planner NELSON reviewed the report on this item. For further information refer to Staff Report #19-22.

Public testimony was opened at 7:36 p.m.

Speakers from the Audience in Favor:

RAJ JOSHI, Applicant, Los Angeles  
JOE ENGLEHOFF, Applicant, Los Angeles

Speakers from the Audience in Opposition:

CASEY STEED, Merced  
DAVE BUTZ, Modesto  
RICARDO TORRES, Merced  
LILY WALKER, Merced  
CURTIS GORMAN, Merced  
IRENE SANCHEZ, Merced

Speaker from the Audience Neutral:

FRANK CLICK, Merced

Public testimony was completed at 8:42 p.m.

Commissioner PADILLA ask for clarification about the single occupancy requirement and questioned whether or not it was discriminatory to married couples.

Attorney FLORES explained that the subject of occupancy would be negotiated between the landlord and tenant.

Commissioner PADILLA expressed concern over security and whether there would be alcohol sold for off-site consumption in the commercial area.

Mr. ENGELHOFF stated that they were open to hiring private security and that they would have a heavy camera presence at the property, and key fobs to enter the building. He stated that there would also be emergency phones placed throughout the property. He also clarified that there would be no bars, but if a restaurant wanted to serve alcohol, it could be brought before the Planning Commission.

Commissioner HARRIS expressed the need for more rental properties in Merced and questioned whether the project was intended for UC Merced students.

Mr. ENGELHOFF explained that this project would not be exclusively for UC Merced students and all tenants would be welcome there.

Commissioner DYLINE asked for clarification on the type of financial incentives the applicants would offer to residents who agreed to use public transit instead of a personal vehicle.

Mr. ENGLEHOFF stated that they would offer financial incentives, namely a reduction in monthly rent.

Chairperson DREXEL questioned why this project was not located closer to UC Merced.

Mr. ENGLEHOFF explained that the project wanted to be located within the City of Merced in order to have access to City water and sewer services.

M/S HARRIS-PADILLA, and carried by the following vote, to adopt a Mitigated Negative Declaration regarding Environmental Review #19-15, and to recommend approval of General Plan Amendment #19-02 and Zone Change #426 (RESOLUTION #4025):

AYES: Commissioners Camper, Dylina, Harris, Padilla and Chairperson Drexel  
NOES: None  
ABSENT: Rashe (one vacancy)  
ABSTAIN: None

M/S HARRIS-PADILLA, and carried by the following vote, to deny Conditional Use Permit #1231, subject to Finding M as follows (RESOLUTION #4026):

“M. After conducting a public hearing, considering all the public testimony, and the information in Staff Report #19-22, the Planning Commission voted to deny Conditional Use Permit #1231 for the following reasons: 1) traffic in the vicinity of the project is already problematic with high traffic volumes, constrained rights-of-way that make turning movements difficult, and congestion at various times of the day, so the traffic study from the previous commercial project approved on the site in 2015 should be updated to address the traffic impacts and possible mitigation for the current mixed-use project; 2) the sewer line in Yosemite Avenue is constricted and would require an alternative means of discharging wastewater from the site during peak flow times through the use of an on-site wastewater storage system, which could cause impacts on the existing wastewater infrastructure in the area; 3) the people/acre density and parking calculations that show compliance with City plans and codes rely on the requirement that the efficiency units be limited to one occupant, raising fair housing concerns in regards to married people and others, which might make this requirement unenforceable.”

Planning Manager ESPINOSA explained the appeals process to the applicant.

Planning Commission Minutes

Page 6

August 21, 2019

AYES: Commissioners Camper, Dylina Harris, and Padilla  
NOES: Chairperson Drexel  
ABSENT: Commissioner Rashe (one vacancy)  
ABSTAIN: None

4.3 Cancellation of September 4, 2019, Planning Commission Meeting due to a lack of items.

M/S PADILLA-DYLINA, and carried by unanimous voice vote (one vacancy), to cancel the Planning Commission meeting of September 4, 2019.

5. INFORMATION ITEMS

5.1 Calendar of Meetings/Events

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

6. ADJOURNMENT

There being no further business, Chairperson DREXEL adjourned the meeting at 9:05 p.m.

Respectfully submitted,



KIM ESPINOSA, Secretary  
Merced City Planning Commission

APPROVED:



SCOTT G. DREXEL, Chairperson  
Merced City Planning Commission

**CITY OF MERCED**  
**Planning Commission**

**Resolution #4024**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of August 21, 2019, held a public hearing and considered **Conditional Use Permit #1232**, initiated by United Signs System, applicant for Isenberg and Ericson, Inc., property owner. This application involves a request to install a 20-foot-tall freestanding pylon sign for the shopping center located at 3155 R Street. The subject site is generally located on the west side of R Street, approximately 575 feet north of W. Olive Avenue. This property is located within Planned Development (P-D) #7 and has a Regional/Community Commercial (RC) General Plan Designation; also known as Assessor's Parcel Number (APN) 058-090-004; and,

**WHEREAS**, the Merced City Planning Commission concurs with Findings A through G of Staff Report #19-21; 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 #19-19, and approve Conditional Use Permit #1232, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

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

AYES: Commissioners Camper, Dylina, Harris, Padilla, and  
Chairperson Drexel  
NOES: None  
ABSENT: Commissioner Rashe (one vacancy)  
ABSTAIN: None



PLANNING COMMISSION RESOLUTION # 4024

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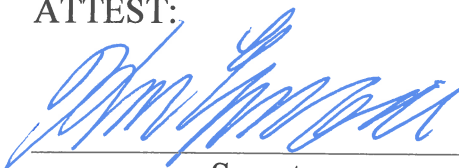
August 21, 2019

Adopted this 21<sup>st</sup> day of August 2019.



Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:



Secretary

Attachment:

Exhibit A – Conditions of Approval

n:shared:planning:PC Resolutions: CUP#1232 New Shopping Center Sign

**Conditions of Approval**  
**Planning Commission Resolution #4024**  
**Conditional Use Permit #1232**

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan) and Exhibits 2 (elevations) – Attachments B and C of Staff Report #19-21.
2. All conditions contained in Resolution #1249 (“Standard Conditional Use Permit Conditions”) shall apply.
3. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.
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,

EXHIBIT A  
OF PLANNING COMMISSION RESOLUTION #4024

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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. The maximum height for the shopping center sign shall not exceed 23 feet.
7. The shopping center signs shall be located outside of the 10-foot visual corner at the driveway entrance on R Street and shall maintain a minimum 3-foot setback from all property lines.
8. The pylon sign's materials, colors, and design shall be compatible and consistent with the shopping center.
9. All exterior sign surfaces shall be regularly maintained. Any damage caused by weathering, vandalism, or other factors shall be repaired in keeping with approved materials, colors, and finishes.
10. A building permit shall be obtained prior to the installation of the pylon sign. Building permits shall also be obtained prior to the installation or replacement of signage on the pylon sign.
11. Pylon sign paint samples shall be reviewed and approved by Planning staff during the building permit stage. Appropriate colors are those that match or complement the existing buildings within the shopping center.

n:\shared\planning\PC Resolutions: CUP #1232 Exhibit A

**CITY OF MERCED**  
**Planning Commission**

**Resolution #4025**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of August 21, 2019, held a public hearing and considered **General Plan Amendment #19-02 and Zone Change #426**, initiated by Merced Holdings, LP, property owner. The General Plan Amendment and Zone Change application is a request to change the General Plan designation from Low Density Residential (LD) to Neighborhood Commercial (CN) and change the Zoning designation from R-1-6 to Neighborhood Commercial (C-N) for approximately 22,670 square feet of land located approximately 360 feet south of Yosemite Avenue, on the east side of McKee Road; also known as Assessor's Parcel Number 008-310-038; and,

**WHEREAS**, the Merced City Planning Commission concurs with Finding K of Staff Report #19-22; and, the following additional finding:

L. To promote orderly development in a community, a single parcel should usually have only a single consistent General Plan land use designation and a single zoning designation. Therefore, the General Plan designation and zoning for the 22,670-square-foot strip of land along the southern property line of this parcel should be changed to match the Neighborhood Commercial (CN) land use designation and the Neighborhood Commercial (C-N) zoning designation as the rest of the parcel.

**NOW THEREFORE**, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council adoption of a Mitigated Negative Declaration regarding Environmental Review #19-18, and approval of General Plan Amendment #19-02 and Zone Change #426, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

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

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

NOES: None

ABSENT: Commissioner Rashe

ABSTAIN: None (one vacancy)

PLANNING COMMISSION RESOLUTION # 4025

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August 21, 2019

Adopted this 21<sup>st</sup> day of August 2019

  
Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:

  
Secretary

Attachment:

Exhibit A – Conditions of Approval

Exhibit B – Mitigation Monitoring Program

n:\shared\planning\PC Resolutions\GPA #19-02



**Conditions of Approval**  
**Planning Commission Resolution #4025**  
**General Plan Amendment #19-02**  
**Zone Change #426**

1. The proposed General Plan Amendment and Zone Change shall be as shown on the Proposed Land Use Map at Attachment B of Staff Report #19-22.
2. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
3. The Project shall comply with the applicable conditions set forth in Resolution #3049 for General Plan Amendment #14-06 and Zone Change #421 previously approved for this site.
4. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
5. Approval of the General Plan Amendment and Zone Change is subject to the applicant's entering into a written (developer) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such fees, taxes, and or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.
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

EXHIBIT A  
of Planning Commission Resolution #4025  
Page 1

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. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, streetlights, parks and open space. CFD procedures shall be initiated before final map approval or issuance of a building permit, whichever comes first. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.
9. The project shall comply with all mitigation measures outlined in the Mitigation Monitoring Program for Initial Study #19-18 (Exhibit B of Planning Commission Resolution #J of Staff Report #19-22) and all applicable mitigation measures outlined in the Mitigation Monitoring Program for Initial Study #14-32 (Appendix A of Initial Study #19-18, Attachment I of Staff Report #19-22)

n:shared:planning:PC Resolutions:GPA#19-02 ZC #426 Exhibit A

## **ENVIRONMENTAL REVIEW #19-18**

### **Mitigation Monitoring Program**

#### **MITIGATION MONITORING CONTENTS**

This mitigation monitoring program includes a brief discussion of the legal basis and purpose of the mitigation monitoring program, a key to understanding the monitoring matrix, a discussion of noncompliance complaints, and the mitigation monitoring matrix itself.

#### **LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM**

Public Resource Code (PRC) 21081.6 requires public agencies to adopt mitigation monitoring or reporting programs whenever certifying an environmental impact report or mitigated negative declaration. This requirement facilitates implementation of all mitigation measures adopted through the California Environmental Quality Act (CEQA) process.

The City of Merced has adopted its own “Mitigation Monitoring and Reporting Program” (MMC 19.28). The City’s program was developed in accordance with the advisory publication, *Tracking CEQA Mitigation Measures*, from the Governor’s Office of Planning and Research.

As required by MMC 19.28.050, the following findings are made:

- 1) The requirements of the adopted mitigation monitoring program for the General Plan Amendment #19-02, Zone Change #426, and Conditional Use Permit #1231 shall run with the real property. Successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted program.
- 2) Prior to any lease, sale, transfer, or conveyance of any portion of the subject real property, the applicant shall provide a copy of the adopted program to the prospective lessee, buyer, transferee, or one to whom the conveyance is made.

#### **MITIGATION MONITORING PROCEDURES**

In most cases, mitigation measures can be monitored through the City’s construction plan approval/plan check process. When the approved project plans and specifications, with mitigation measures, are submitted to the City Development Services Department, a copy of the monitoring checklist will be attached to the submittal. The Mitigation Monitoring Checklist will be filled out upon project approval with mitigation measures required. As project plans and specifications are checked, compliance with each mitigation measure can be reviewed.

In instances where mitigation requires on-going monitoring, the Mitigation Monitoring Checklist will be used until monitoring is no longer necessary. The Development Services Department will be required to file periodic reports on how the implementation of various mitigation measures is progressing or is being maintained. Department staff may be required to conduct periodic inspections to assure compliance. In some instances, outside agencies and/or consultants may be required to conduct necessary periodic inspections as part of the mitigation monitoring program. Fees may be imposed per MMC 19.28.070 for the cost of implementing the monitoring program.

## GENERAL PLAN MITIGATION MEASURES

As a second tier environmental document, Initial Study #19-18 incorporates some mitigation measures adopted as part of the *Merced Vision 2030 General Plan Program Environmental Impact Report* (SCH# 2008071069), as mitigation for potential impacts of the Project.

## NONCOMPLIANCE COMPLAINTS

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the Director of Development Services in written form providing specific information on the asserted violation. The Director of Development Services shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the Director of Development Services shall cause appropriate actions to remedy any violation. The complainant shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue. Merced Municipal Code (MMC) Sections 19.28.080 and 19.28.090 outline the criminal penalties and civil and administrative remedies which may be incurred in the event of noncompliance. MMC 19.28.100 spells out the appeals procedures.

## MONITORING MATRIX

The following pages provide a series of tables identifying the mitigation measures proposed specifically for General Plan Amendment #19-02, Zone Change #426, and Conditional Use Permit #1231. The columns within the tables are defined as follows:

<b>Mitigation Measure:</b>	Describes the Mitigation Measure (referenced by number).
<b>Timing:</b>	Identifies at what point in time or phase of the project that the mitigation measure will be completed.
<b>Agency/Department Consultation:</b>	This column references any public agency or City department with which coordination is required to satisfy the identified mitigation measure.
<b>Verification:</b>	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

## General Plan Amendment #19-02/Zone Change #426/Conditional Use Permit #1231 Mitigation Monitoring Checklist

Project Name:	File Number:
Approval Date:	Project Location
Brief Project Description	

The following environmental mitigation measures were incorporated into the Conditions of Approval for this project in order to mitigate identified environmental impacts to a level of insignificance. A completed and signed checklist for each mitigation measure indicates that this mitigation measure has been complied with and implemented, and fulfills the City of Merced's Mitigation Monitoring Requirements (MMC 19.28) with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).

<b>5) Cultural Resources</b>				
<b>Impact</b>	<b>Mitigation Measures</b>	<b>Timing</b>	<b>Agency or Department</b>	<b>City Verification (date and initials)</b>
<b>a</b>	<p>CUL-1) If unknown pre-contact or historic-period archaeological materials are encountered during project activities, all work in the immediate vicinity of the find shall halt until a qualified archaeologist can evaluate the find and make recommendations.</p> <p>Cultural resources materials may include pre-contact resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the qualified archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations shall be required to mitigate adverse impacts from project implementation. These additional studies may include, but are not limited to, recordation, archaeological excavation, or other forms of significance evaluations.</p> <p>The applicant shall inform its contractor(s) of the sensitivity of the project site for archaeological deposits, and include the following directive in the appropriate contract documents:</p> <p><i>(continued on next page)</i></p>			



<b>Impact No.</b>	<b>Mitigation Measures</b>	<b>Timing</b>	<b>Agency or Department</b>	<b>City Verification (date and initials)</b>
<b>a</b>	<p>“The subsurface of the construction site is sensitive for archaeological deposits. If archaeological deposits are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist shall assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any archaeological materials. Archaeological deposits can include, but are not limited to, shellfish remains; bones, including human remains; and tools made from, obsidian, chert, and basalt; mortars and pestles; historical trash deposits containing glass, ceramics, and metal artifacts; and structural remains, including foundations and wells.”</p> <p>The City shall verify that the language has been included in the grading plans prior to issuance of a grading permit or other permitted project action that includes ground-disturbing activities on the project site.</p>	Building Permits	Planning Department	
<b>b</b>	CUL-2) Implementation of Mitigation Measure CUL-1.	Building Permits	Planning Department	

<b>Impact No.</b>	<b>Mitigation Measures</b>	<b>Timing</b>	<b>Agency or Department</b>	<b>City Verification (date and initials)</b>
<b>c</b>	CUL-3) If human remains are identified during construction and cannot be preserved in place, the applicant shall fund: 1) the removal and documentation of the human remains from the project corridor by a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for Archaeology, 2) the scientific analysis of the remains by a qualified archaeologist, should such analysis be permitted by the Native American Most Likely Descendant, and 3) the reburial of the remains, as appropriate. All excavation, analysis, and reburial of Native American human remains shall be done in consultation with the Native American Most Likely Descendant, as identified by the California Native American Heritage Commission.	Building Permits	Planning Department	
<b>6) Energy</b>				
<b>a</b>	ENE-1) The applicant shall comply with all applicable California Energy Code, AB 341, and San Joaquin Valley Air Pollution Control District rules and regulations regulating energy efficiency and waste.	Building Permits	Building Department	
<b>b</b>	ENE-2) Implementation of Mitigation Measure ENE-1.	Building Permits	Building Department	

<b>7) Geology and Soils</b>				
<b>Impact No.</b>	<b>Mitigation Measures</b>	<b>Timing</b>	<b>Agency or Department</b>	<b>City Verification (date and initials)</b>
<b>b</b>	GEO-1) The project shall comply with all requirements of the State Water Resources Board (SWRCB) and obtain a General Construction Activity Stormwater Permit.	Building/Encroachment Permits	Engineering Department	
	GEO-2) The project shall comply with all applicable mitigation measures for Expanded Initial Study #02-27 for General Plan Amendment #02-02 and Annexation/Pre-Zoning Application #02-02.	Building/Encroachment Permits	Engineering Department	
<b>8) Hydrology and Water Quality</b>				
<b>a</b>	HYDRO-1) To minimize any potential short-term water quality effects from project-related construction activities, the project contractor shall implement Best Management Practices (BMPs) in conformance with the California Storm Water Best Management Practice Handbook for Construction Activity. In addition, the proposed project shall be in compliance with existing regulatory requirements, including the Water Pollution Control Preparation (WPCP) Manual. In addition, implementation of a Storm Water Pollution Prevention Plan (SWPPP) would be required under the National Pollutant Discharge Elimination System (NPDES) to regulate water quality associated with construction activities.	Building/Encroachment Permits	Engineering Department	

<b>Impact No.</b>	<b>Mitigation Measures</b>	<b>Timing</b>	<b>Agency or Department</b>	<b>City Verification (date and initials)</b>
<b>a</b>	HYDRO-2 If any storm drainage from the site is to drain into MID facilities, the developer shall first enter into a "Storm Drainage Agreement" with MID and pay all applicable fees.	Building/ Encroachment Permits	Engineering Department	
<b>a</b>	HYDRO-3) To reduce the potential for degradation of surface water quality during project operation, a SWPPP shall be prepared for the proposed project. The SWPPP shall describe specific programs to minimize stormwater pollution resulting from the proposed project. Specifically, the SWPPP shall identify and describe source control measures, treatment controls, and BMP maintenance requirements to ensure that the project complies with post-construction stormwater management requirements of the RWQCB.	Building/ Encroachment Permits	Engineering Department	
<b>c</b>	HYDRO-4 Prior to issuance of a building permit or as required by the City Engineer, the developer shall demonstrate to the City that storm drainage facilities are adequate to meet the Project demands and that improvements are consistent with the City Standards and the City's Storm Drain Master Plan.	Building/ Encroachment Permits	Engineering Department	

13) Noise				
Impact No.	Mitigation Measures	Timing	Agency or Department	City Verification (date and initials)
a	<p>NOI-1) To reduce potential construction noise impacts, the following multi-part mitigation measure shall be implemented for the project:</p> <ul style="list-style-type: none"> <li>• The construction contractor shall ensure that all internal combustion engine-driven equipment is equipped with mufflers that are in good condition and appropriate for the equipment.</li> <li>• The construction contractor shall locate stationary noise-generating equipment as far as feasible from sensitive receptors when sensitive receptors adjoin or are near a construction disturbance area. In addition, the project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.</li> <li>• The construction contractor shall prohibit unnecessary idling of internal combustion engines (i.e., idling in excess of 5 minutes is prohibited).</li> <li>• The construction contractor shall locate, to the maximum extent practical, on-site equipment staging areas so as to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction.</li> </ul> <p>(continued on next page)</p>	Building Permit	Building Department	

<b>Impact No.</b>	<b>Mitigation Measures</b>	<b>Timing</b>	<b>Agency or Department</b>	<b>City Verification (date and initials)</b>
	<ul style="list-style-type: none"> <li>The construction contractor shall limit all noise producing construction activities, including deliveries and warming up of equipment, to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No such work shall be permitted on Sundays or federal holidays without prior approval from the City.</li> </ul>	Building Permit	Planning Department	
<b>17) Transportation and Traffic</b>				
<b>a</b>	<p><b>TRA-01</b> The westbound lane of Yosemite Avenue at Parsons Avenue shall be modified to accommodate an additional 200-foot shared thru/right turn lane. In addition, the existing shared left/thru/right lane shall be restriped to be a shared left/thru lane. (The Traffic Analysis recommended an additional 100 foot lane be installed. The City Engineer recommends the length of the lane be increased to 200 feet.)</p> <p>-or-</p> <p>The applicant shall be required to pay for their proportionate share of the above improvement as determined by the City Engineer.</p>	Building Permit	Planning/Engineering Department	



<b>Impact No.</b>	<b>Mitigation Measures</b>	<b>Timing</b>	<b>Agency or Department</b>	<b>City Verification (date and initials)</b>
<b>TRA-02</b>	<p>The following modifications to the intersection of Olive Avenue and McKee Road shall be made:</p> <p><u>Southbound Approach:</u></p> <ul style="list-style-type: none"> <li>• Remove the adjacent on-street parking for 100 feet on the southbound approach.</li> <li>• Re-stripe the approach as shared left/thru lane and share right/thru lane.</li> <li>• Remove the adjacent on-street parking for 100 feet on the southbound receiving lane and stripe it as a lane drop.</li> </ul> <p><u>Northbound Approach</u></p> <ul style="list-style-type: none"> <li>• Remove the adjacent on-street parking for 100 feet on the north bound approach.</li> <li>• Re-stripe the approach as shared left/thru lane and shared right/thru lane.</li> <li>• Remove the adjacent on-street parking for 100 feet on the northbound receiving lane and stripe it as a lane drop. The City Engineer shall determine if this measure is feasible due to the location of residential driveways in this area.</li> </ul>	Building Permit	Planning/Engineering Department	
<b>TRA-03</b>	<p>The developer shall work with the Transit Joint Powers Authority of Merced County (The Bus) to locate a bus stop within 1/2-mile of the project site.</p>	Building Permit	Planning/Engineering Department	

19) Utilities and Service Systems			
c	<p>UTL-01) The project shall provide for on-site storage of wastewater in an underground storage tank, then release the wastewater into the City's system during off-peak hours or an alternative approved by the City Engineer. Details to be worked out with the City Engineer prior to construction.</p>	Building Permit	Engineering Department

**Certificate of Completion:**

By signing below, the environmental coordinator confirms that the required mitigation measures have been implemented as evidenced by the Schedule of Tasks and Sign-Off Checklist, and that all direct and indirect costs have been paid. This act constitutes the issuance of a *Certificate of Completion*.

\_\_\_\_\_  
Environmental Coordinator

\_\_\_\_\_  
Date

**CITY OF MERCED**  
**Planning Commission**

**Resolution #4026**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of August 21, 2019, held a public hearing and considered **Conditional Use Permit #1231**, initiated by Merced Holdings, LP, property owner. is a request to allow the construction of 428 Efficiency Dwelling Units and 18,000 square feet of retail on 5.94 acres of land with a General Plan designation of Neighborhood Commercial (CN) and Zoning designation of Neighborhood Commercial (C-N) generally located at the southeast corner of Yosemite Avenue and McKee Road; also known as Assessor's Parcel Number (APN) 008-310-038; and,

**WHEREAS**, the Merced City Planning Commission concurs with the following Finding:

M. After conducting a public hearing, considering all the public testimony, and the information in Staff Report #19-22, the Planning Commission voted to deny Conditional Use Permit #1231 for the following reasons: 1) traffic in the vicinity of the project is already problematic with high traffic volumes, constrained rights-of-way that make turning movements difficult, and congestion at various times of the day, so the traffic study from the previous commercial project approved on the site in 2015 should be updated to address the traffic impacts and possible mitigation for the current mixed-use project; 2) the sewer line in Yosemite Avenue is constricted and would require an alternative means of discharging wastewater from the site during peak flow times through the use of an on-site wastewater storage system, which could cause impacts on the existing wastewater infrastructure in the area; 3) the people/acre density and parking calculations that show compliance with City plans and codes rely on the requirement that the efficiency units be limited to one occupant, raising fair housing concerns in regards to married people and others, which might make this requirement unenforceable.

**NOW THEREFORE**, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to adopt a Mitigated Negative Declaration regarding Environmental Review #19-18, and to deny Conditional Use Permit #1231.

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

AYES: Commissioner Camper, Dylina, Harris, and Padilla

NOES: Chairperson Drexel

ABSENT: Commissioner Rashe (one vacancy)

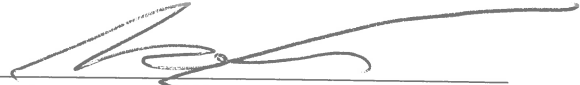
ABSTAIN: None

PLANNING COMMISSION RESOLUTION # 4026

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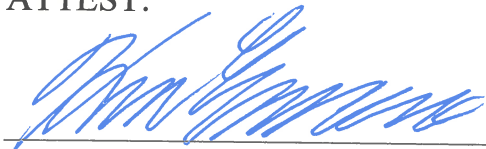
August 21, 2019

Adopted this 21<sup>st</sup> day of August 2019.



Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:



Secretary



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item J.3.**

Meeting Date: 10/21/2019

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**SUBJECT:** Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of September 16, 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 September 16, 2019.

### ALTERNATIVES

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

### ATTACHMENTS

1. Minutes of September 16, 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

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Monday, September 16, 2019

6:00 PM

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#### A. CLOSED SESSION ROLL CALL

**Present:** 5 - Mayor Pro Tempore Anthony Martinez, Mayor Mike Murphy, Council Member Kevin Blake, Council Member Matthew Serratto, and Council Member Delray Shelton  
**Absent:** 2 - Council Member Jill McLeod, and Council Member Fernando Echevarria

#### B. CLOSED SESSION

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

##### B.1.

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

**Clerk's Note:** Council adjourned from Closed Session at 6:03 PM.

#### C. CALL TO ORDER

Mayor MURPHY called the Regular Meeting to order at 6:05 PM.

**Clerk's Note:** Council Member SHELTON teleconferenced in at 6:05 PM from the Murieta Inn, First Floor Sales Office, 7337 Murieta Drive, Rancho Murieta, CA 95683.

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

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

##### C.2. Pledge of Allegiance to the Flag

Mayor MURPHY led the Pledge of Allegiance to the Flag.

#### D. ROLL CALL

**Present:** 5 - Mayor Pro Tempore Anthony Martinez, Mayor Mike Murphy, Council Member Kevin Blake, Council Member Matthew Serratto, and Council Member Delray Shelton  
**Absent:** 2 - Council Member Jill McLeod, and Council Member Fernando Echevarria



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

## **E. REPORT OUT OF CLOSED SESSION**

There was no report.

## **F. CEREMONIAL MATTERS**

F.1.                    **SUBJECT:** Proclamation - Constitution Week

### **REPORT IN BRIEF**

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

Mayor MURPHY presented the Constitution Week Proclamation to Daughters of the American Revolution Merced River Chapter Karen THEOFANIDES.

## **G. WRITTEN PETITIONS AND COMMUNICATIONS**

There were none.

## **H. ORAL COMMUNICATIONS**

Dennis EVANS, Merced - spoke on collaborating with Council regarding homeless.

Christopher VELAZQUEZ, Merced - spoke on the film festival he is hosting.

Kelly TURNER, Merced - spoke on Symple Equazions non-profit status. She also invited Council to the grand opening of the Symple Equazions' Transitional Home for homeless young ladies.

Alan CLAUNCH, Merced - stated his opposition of the proposed sidewalk in his neighborhood.

Vanda AALGAARD, Merced - spoke on working with the City on the proposed sidewalk in her neighborhood.

Christine KIRBY, Merced - stated her opposition of the proposed sidewalk in her neighborhood.

Cyndi ANDERSON, Merced - stated her opposition of the proposed sidewalk in her neighborhood and suggested further consideration.

Necola ADAMS, Merced - spoke on the Merced County Nut Festival and requested to place this item on the next agenda as an action item.

Kim MCMILLON, Merced - spoke on the film festival and requested funds allocated for tickets to help pay for kids to attend the festival and requested that Council add this as an action item to the next agenda.

## I. CONSENT CALENDAR

Items I.3. Approval of Recreation and Parks Commission's Recommendation to Grant a Request by the Merced County NAACP for the Co-Sponsorship Rental Rate for the Merced Senior Community Center on October 12, 2019 for its Annual Freedom Fund Banquet, I.8. 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, I.14. 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), I.17. Approval of Street Closure Request Submitted by Danielle Hullanna for the 2019 Central California Band Review on November 9, 2019 From 6:00 A.M. Until 3:30 P.M., and I.18. 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.; were pulled for separate consideration.

### Approval of the Consent Agenda

**A motion was made by Council Member Blake, seconded by Mayor Pro Tempore Martinez, to approve the Consent Agenda. The motion carried by the following vote:**

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

**No:** 0

**Absent:** 2 - Council Member McLeod, and Council Member Echevarria

### I.1. SUBJECT: Reading by Title of All Ordinances and Resolutions

**REPORT IN BRIEF**

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

**RECOMMENDATION**

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

**This Consent Item was approved.**

**I.2.**

**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.

**This Consent Item was approved.**

**I.4.**

**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.

**This Consent Item was approved.**

**I.5.**

**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.

**This Consent Item was approved.**

**I.6.**

**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.

**This Consent Item was approved.**

**I.7.**

**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)**

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**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).

**This Consent Item was approved.**

**I.9.**

**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.

**This Consent Item was approved.**

**I.10.**

**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.

**This Consent Item was approved.**

**I.11.**

**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.

This Consent Item was approved.

I.12.

**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.

This Consent Item was approved.

I.13.

**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.

**This Consent Item was approved.**

I.15.

**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.

This Consent Item was approved.

I.16.

**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.

This Consent Item was approved.

I.3.

**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.

Mayor Pro Tempore MARTINEZ pulled this item to have a representative from the NAACP discuss the event.

Kenneth ROBERTS, Merced - spoke on the NAACP annual Freedom Fund Banquet and the scholarship opportunities.

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

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

**No:** 0

**Absent:** 2 - Council Member McLeod, and Council Member Echevarria

**I.8.**

**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.

Mayor Pro Tempore MARTINEZ pulled this item to have a representative speak on the item.

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**Clerk's Note:** A representative of the event was not available.

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

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

**No:** 0

**Absent:** 2 - Council Member McLeod, and Council Member Echevarria

**I.14.**

**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.

Council Member SERRATTO pulled this item to discuss the project.

City Engineer Michael BELTRAN explained the project and the outreach notifying the public.

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

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

**No:** 0

**Absent:** 2 - Council Member McLeod, and Council Member Echevarria

I.17.

**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.

Mayor Pro TEMPORE MARTINEZ requested to pull this item to highlight the event.

Police Sergeant Dan DABNEY discussed the Band Review event and the street closure for the event.

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

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

**No:** 0

**Absent:** 2 - Council Member McLeod, and Council Member Echevarria

I.18.

**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.

Mayor Pro Tempore MARTINEZ pulled this item to highlight the event.

Police Sergeant Dan DABNEY discussed the Veteran's Day Parade and the street closure that will occur.

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

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

**No:** 0

**Absent:** 2 - Council Member McLeod, and Council Member Echevarria

## J. PUBLIC HEARINGS

J.1.

**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.

Planning Manager Kim ESPINOSA gave a slide show presentation on Ordinance Amendment #19-03, Amending Section 9.08.020 "Cardrooms".

Council Member SERRATTO and Ms. ESPINOSA discussed the State law requirements.

Mayor MURPHY opened the Public Hearing at 6:51 PM.

Mike WARDA, Golden Valley Casino Representative, Turlock, - stated he was there to answer any questions.

Mayor MURPHY closed the Public Hearing at 6:51 PM.

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

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

**No:** 0

**Absent:** 2 - Council Member McLeod, and Council Member Echevarria

**J.2.**

**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.  
Development Services Director Scott MCBRIDE gave a slide show presentation on the 2018-2019 CAPER.

Mayor MURPHY opened and subsequently closed the Public Hearing at 6:57 PM due to lack of public comment.

**A motion was made by Council Member Blake, seconded by Council Member**



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

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

**No:** 0

**Absent:** 2 - Council Member McLeod, and Council Member Echevarria

## K. REPORTS

### K.1. 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.

Fire Chief Billy ALCORN and Fire Fighter Mickey BURNELLI gave a slide show presentation updating Council on an Emergency Medical Service (EMS) Program.

Council, Fire Chief ALCORN and Fire Fighter BURNELLI discussed the transport status and the future budget needs.

Dennis EVANS, Merced - asked if a job analysis was conducted.

Fire Chief ALCORN explained that a job analysis has been completed by other agencies.

**A motion was made by Council Member Blake, seconded by Council Member Shelton, authorizing the City of Merced Fire Department to implement a rescue paramedic program. The motion carried by the following vote:**

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

**No:** 0

**Absent:** 2 - Council Member McLeod, and Council Member Echevarria

## L. BUSINESS

### L.1.

**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.

City Manager Steve CARRIGAN gave a presentation on the Civil Grand Jury Report regarding the Policy related to and the use of City Hall Facilities.

Mayor MURPHY explained that a Boys Scout Troop used the Council Chamber and discussed updating the administrative policy.

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

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

**No:** 0

**Absent:** 2 - Council Member McLeod, and Council Member Echevarria

### L.2.

**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.

Council Member SERRATTO gave a presentation on a neighborhood improvement project for the Loughborough neighborhood.

Michael BRIGGS, Merced - spoke on sidewalk improvements in the Loughborough neighborhood, the Loughborough community, flooding and infrastructure issues.

Travon DEMESME, Merced - spoke on moving to the Loughborough neighborhood, the need for police presence, and the community involvement to improve the Loughborough community.

Monika GRASLEY, Merced - spoke on the changes of the Loughborough community and community engagement.

Council Member SERRATTO discussed holding a Town Hall meeting in the Loughborough Neighborhood.

**L.3.**

**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.

There were no items added.

**L.4.**

**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.

Mayor MURPHY reported on attending the Police Officer swearing-in ceremony, the Homeless Court meeting, the Golden Valley Neighborhood Association meeting, the Latin Festival event, and touring various educational departments. He also mentioned upcoming events.

## M. ADJOURNMENT

**Clerk's Note:** The Regular Meeting was adjourned at 8:09 PM.

A motion was made by Mayor Murphy, seconded by Council Member Serratto, to adjourn the Regular Meeting in honor of former City Manager Alan Schell. The motion carried by the following vote:

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

**No:** 0

**Absent:** 2 - Council Member McLeod, and Council Member Echevarria



## ADMINISTRATIVE REPORT

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**Agenda Item J.4.**

Meeting Date: 10/21/2019

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

**SUBJECT:** Adoption of Resolution to Implement a Donation and Gift Policy as Part of the City's Administrative Policies and Procedures

### REPORT IN BRIEF

Considers the adoption of a Resolution to implement a Donation and Gift Policy for the City of Merced.

### RECOMMENDATION

**City Council** - Adopt a motion adopting **Resolution 2019-62**, a Resolution of the City Council of the City of Merced, California, Adopting the Donation and Gift Policy.

### ALTERNATIVES

1. Adopt as recommended by staff; or,
2. Adopt with amendments (specify in motion); or,
3. Continue to a future meeting (specify date in motion); or,
4. Deny

### AUTHORITY

City of Merced Charter, Section 200.

### CITY COUNCIL PRIORITIES

N/A

### DISCUSSION

Often times citizens of Merced would like to donate money, goods, or services to the City of Merced. During the economic downturn, the donations were few and far between as citizens were more conservative with their money. As the economy in Merced has improved, the City has seen a rise in individuals, businesses, and organizations wanting to donate to the City.

Currently, all donations are brought before the City Council for acceptance and appropriation to the designated expense account for use of the donated funds. In order to expedite the process, staff is recommending putting in place a policy to help facilitate this.

Staff researched policies that other municipalities use and created one that will decrease staff time and make the funding available for use in a timely matter. The policy essentially sets a threshold in

which donations must come before the City Council. This will allow staff to accept, appropriate, and use the donation as intended by the donor without creating an administrative report that must be routed and approved before being placed on a Council agenda which can take an extended amount of time.

The attached Donation and Gift Policy allows for donations up to \$5,000 to be accepted by the City Manager and appropriated to the designated expense account by the Finance Officer. All donations above the \$5,000 threshold will still come before the Council for acceptance and appropriation.

Any future changes to the threshold dollar amount would require Council approval.

### **IMPACT ON CITY RESOURCES**

The amount of staff time is expected to be greatly reduced when accepting small to medium sized donations.

### **ATTACHMENTS**

1. Resolution for Donation and Gift Policy

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
ADOPTING THE DONATION AND GIFT POLICY**

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

SECTION 1. That certain document entitled, "Donation and Gift Policy" is hereby adopted as the official administrative policy for the City of Merced.

SECTION 2. The City Manager is hereby authorized and directed to comply with the Donation and Gift 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:


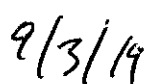
\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

   
\_\_\_\_\_  
City Attorney      Date



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## **ADMINISTRATIVE POLICIES AND PROCEDURES**

**SUBJECT:** DONATION AND GIFT POLICY

**EFFECTIVE:** \_\_\_\_\_, 2019

**PURPOSE:**

To establish a formal process for acceptance and documentation of donations made to the City. This policy provides guidance when individuals, community groups, and businesses wish to make donations to the City. This policy also establishes the standards for City employees and City officials regarding the acceptance of gifts during the performance of City business.

**POLICY:**

**A. Types of Donations**

Donations may be offered in the form of cash, real or personal property. Designated donations means those donations that the donor specifies for a particular City department, location, or purpose. Undesignated donations means those donations that are given to the City for an unspecified use.

**B. Consistency With City Interests**

Designated donations may only be accepted when they have a purpose consistent with the City's goals and objectives and are in the best interest of the City of Merced. The City must always consider the public trust and comply with all applicable laws when accepting donations.

**C. Acceptance of Undesignated Donations of Cash or Tangible Items**

All donations to the city, including offers to employees related to the City, shall immediately be submitted for consideration for acceptance. Based on the value of the donation offered as outlined below, appropriate City staff shall review every donation and determine if the benefits to be

derived warrant acceptance of the donation. The following points list the threshold amounts for donation acceptance:

1. Offers of donations of cash or items valued up to \$5,000 may be accepted by the City Manager.
2. Offers of donations of cash or items valued more than \$5,000 must be accepted by the City Council. Donations valued at more than \$5,000 shall be accepted through a written agreement consistent with these guidelines and approved by the City Council.

**D. Acceptance of Designated Donations of Cash or Tangible Items**

Based on the value of the donation offer as outlined in Section B above, appropriate City staff shall review the conditions of any designated donation and determine if the benefits to be derived warrant acceptance of the donation. Criteria for the evaluation include but are not limited to:

1. Consideration of an immediate or initial expenditure is required in order to accept the donation;
2. The potential and extent of the City's obligation to maintain, match, or supplement the donation.

**E. Acknowledgment of Donations**

1. A Donation Acceptance Form is required to be completed by the receiving Department Director and/or the City Manager's Office for all donations provided to the City (form attached).
2. Acknowledgment of the donation should be in writing and be the responsibility of the Department Director who is the beneficiary of the donation. Undesignated donations shall be acknowledged by the City Manager. A copy of the Donation Acceptance Form and the acknowledgement agreement should be forwarded to donors.

3. The Donor Acceptance Form including the donor names and donation amounts are public information subject to disclosure pursuant to the California Public Records Act.

**F. Declined Donations**

The City of Merced reserves the right to decline any donation if, upon review, acceptance of the donation offer is determined in the sole discretion of the City to not be in the best interests of the City.

**G. Distribution of Donation**

1. Tangible items will be distributed to appropriate City Departments for use or, at the discretion of the Department Director or City Manager, disposed of in an appropriate manner according to this policy.
2. Donations of cash for designated donations will be deposited into the appropriate revenue account for the designated City Department and appropriated accordingly.
3. Donations of cash for undesignated donations under \$5,000 will be deposited into the City's General Fund Other Revenue account. Undesignated donations in an amount over \$5,000 will be distributed at the direction of the City Council.

**H. Dissemination of Information**

1. A copy of each Donation Acceptance Form for accepted donations shall be forwarded for information to the City Council by the City Manager's Office.
2. A copy of each Donation Acceptance Form for accepted donations shall be forwarded for information to the Finance Department and the designated department for which the donation was assigned.

3. Each original Donation Acceptance Form shall be maintained by the City Clerk.

**I. Acceptance of Gifts to Employees and/or Elected Officials of the City**

1. Employees and or elected officials of the City shall follow the provisions listed in City of Merced Conflict of Interest Code as it relates to the receipt of gifts.
2. Employees and elected officials of the City are required to be objective and fair in dealing with the public and persons or firms doing business with the City. Employees shall not solicit or accept gifts or gratuities for the performance of their City job responsibilities.
3. No employee and or elected officials of the City shall directly or indirectly solicit, accept, or attempt to accept any money, fee, credit, gift, gratuity, object of value, or compensation of any kind which the elected official or employee knows, or has reason to know is being offered:
  - a. For the purpose of improperly obtaining or rewarding favorable treatment;
  - b. With interest to influence the official or employee in the discharge of official duties or;
  - c. In consideration of having exercised official powers or performed official duties.
4. Anonymous gifts shall be delivered to the City Manager for appropriate disposition.
5. Under the Political Reform Act, public officials and employees are required to disclose certain personal financial holdings as outlined

in California Government Code sections 81000-91014. The Fair Political Practices Commission requires all public officials and employees to file a 'conflict-of- interest statement,' known as Form 700. In Schedule D of Form 700, detailed requirements in reporting gifts of a dollar value and shall be used.

**APPROVED:**

---

**Steve Carrigan**  
**City Manager**

**Attachments:**

- 1. Donation Acceptance Form**
- 2. Donation and Gift Policy Acknowledgment Form**

**CITY OF MERCED  
DONATION ACCEPTANCE FORM**

Name of Donor: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of donation: \_\_\_\_\_  
\_\_\_\_\_

Donor estimate of current value: \_\_\_\_\_

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:  
\_\_\_\_\_  
\_\_\_\_\_

Intended use: \_\_\_\_\_  
\_\_\_\_\_

Conditions of acceptance or donor designation: \_\_\_\_\_  
\_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_

City Department receiving donation: \_\_\_\_\_

**APPROVED/ DISAPPROVED**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager Signature

\_\_\_\_\_  
Date Submitted to Council

\_\_\_\_\_  
Date Approved by Council (Donation over \$5000)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor Signature

NOTE: The City of Merced cannot guarantee future funding for repair, maintenance, use or replacement of donated items.  
cc: City Council, Finance Department, City Clerk

CITY OF MERCED, CALIFORNIA

DONATION AND GIFT POLICY ACKNOWLEDGEMENT

I have received and read the City of Merced Donation and Gift Policy and understand its provisions.

---

Employee (PRINT name)

---

Signature

---

Date



## ADMINISTRATIVE REPORT

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### Agenda Item J.5.

Meeting Date: 10/21/2019

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*Report Prepared by: Kimberly Nutt, Housing Program Specialist, Development Services  
Department/Housing Division*

**SUBJECT:** Approval of First Technical Amendment to the 2019 Annual Action Plan; and Professional Services Agreement with TDA Consulting, Inc. in the of Amount of \$75,735 to prepare the HUD Consolidated Plan, First Year Action Plan, and Analysis of Impediments to Fair Housing Required by the U.S. Department of Housing and Urban Development

### REPORT IN BRIEF

Considers reallocation of CDBG Administrative funds to accommodate consulting fees; and, approving the terms and scope of services for a Professional Services Agreement with TDA Consulting, Inc., in the amount of \$75,735 to prepare the 2020-2024 Consolidated Plan, First Year Action Plan, and Analysis of Impediments to Fair Housing, as required by the U.S. Department of Housing and Urban Development (HUD) for five-year strategic planning and implementation of the City's CDBG and HOME Programs.

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Approving a technical amendment to the 2019 HUD Annual Plan in the amount of \$75,735, appropriating the use of Community Development Block Grant (CDBG) Administrative funds from Housing Administrative to Professional Services for purposes of hiring a consultant.
- B. Approving the Professional Services Agreement with TDA Consulting, Inc., to prepare the 2020-2024 Consolidated Plan, First Year Action Plan, and Analysis of Impediments to Fair Housing, as required by the U.S. Department of Housing and Urban Development (HUD) for strategic planning and implementation of the City's CDBG and HOME Programs.
- C. Authorizing the City Manager or the Assistant City Manager to execute, and if necessary, make minor modifications to the agreement and all associated documents.
- D. Authorizing the Finance Officer to make any necessary budget adjustments.

### ALTERNATIVES

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



5. Defer action 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 approved by City Council June 17, 2019. Work on the 2020-24 Consolidated Plan will address Council's 2019-20 goals and priorities in the general topic areas of Future Planning, Downtown, Homelessness, and Agency Partnerships.

## **DISCUSSION**

As an entitlement grantee under HUD's Community Development Block Grant (CDBG) Program, and as a participating jurisdiction under the Federal HOME Investment Partnership (HOME) Program, the City of Merced is required to submit a Five-year Consolidated Plan, together with a first-year Annual Action Plan, and Analysis of Impediments to Fair Housing Choice (AI) report.

The Consolidated Plan is designed to meet the public input and community planning and development requirements that are necessary in order to receive funding as an entitlement community through HUD.

The Consolidated Plan, first-year Action Plan, and AI report must be submitted to HUD no later than May 15, 2020. Public input is required both before the plan is written and after a draft has been produced in order to include citizen and community agency ideas and comments. The Plans also require consultation with other agencies such as the Merced County Housing Authority, Merced Community Action Agency, and Merced City/County Continuum of Care, among others, in order to ensure that there is appropriate interaction and communication between entities responsible for delivering complementary services and programs.

With current Housing Division staff levels, the amount of time, research, and expertise necessary to coordinate and put together these documents warrants the need for a qualified consultant to assist the City. After sending out a Request for Proposal (RFP) in late July 2019, Housing staff received one response.

TDA Consulting, Inc. has agreed to prepare the necessary reports on an expedited schedule at a cost of \$75,735 (Attachment 2). TDA Consulting, Inc. is experienced and knowledgeable in exactly this process and the reports needing to be produced. Staff is confident in the quality and competence of the services being offered, as well as their ability to meet HUD's submittal deadline.

### **About TDA Consulting**

Founded in 1998, TDA Consulting, Inc., is a minority- and woman-owned national consulting firm experienced in providing technical assistance, training, and organizational development to government and private organizations. Currently managing consulting contracts in 39 states, they have managed hundreds of complex contracts and established a reputation for completing activities within the defined budget and timeframes.

TDA has developed Consolidated Plans for cities and counties nationwide, including Birmingham, AL; Greenville, NC; San Antonio, TX; and Lake County, IL. In addition to those and current contracts for Consolidated Plans, TDA has also completed Fair Housing studies for state and local jurisdictions, particularly Analysis of Impediments to Fair Housing (AI). Most recently, TDA has assisted the State of South Carolina, the State of Michigan, Contra Costa County, CA, and Charleston, SC. with their AI's.

TDA also provides training and technical assistance on a variety of housing and community development programs, including the full range of HUD Community Planning and Development (CPD) programs and the Federal Low Income Housing Tax Credit (LIHTC) program.

### Scope of Work

For the City of Merced, TDA Consulting, Inc. proposes the following outlined scope of work, detailed further in the attached Technical Proposal (Attachment 1):

A. Consolidated Plan:

1. Consultation/Coordination
2. Citizen Participation Process (update Citizen Participation Plan)
3. Housing Market Analysis
4. Homeless Needs, Priorities, and Strategies
5. Housing Needs, Priorities, and Strategies
6. Public Housing Needs/Strategy
7. Non-Housing Community Development Needs and Strategies
8. Development of a Five-Year Plan addressing the required components of: affordable housing, homelessness, special needs housing, non-housing community development, barriers to affordable housing, anti-poverty strategy, coordination of the Consolidated Plan with other organizations, and public housing initiatives.

B. The 2020-21 (First-Year) Annual Action Plan supporting the objectives and strategies developed with the above.

C. Analysis of Impediments to Fair Housing

1. A three-phase, step-by-step process with specific related tasks to include: orientation, assessment (research, data analysis, review and access current City laws that affect fair housing, and outreach), and fair housing planning (findings and recommendations, and final analysis).
2. Preparation of and incorporation into an Action Plan that assists the City in implementing goals and priorities set in the AI.
3. Delivery of an AI that is fully compliant with HUD's recent guidance on Affirmatively Furthering Fair Housing (AFFH), and that can form the basis for the City's ongoing fair housing obligations over the next several years.

### **IMPACT ON CITY RESOURCES**

The Agreement for \$75,735 will be funded from the CDBG Professional Services account 018-1301-

552.17-00, after a motion for the Technical Amendment is approved. This amount was not specifically considered in the FY2019-20 Adopted Budget for this purpose, but due to HUD's 2019 CDBG Allocation, funding is available in the general CDBG Administrative account if re-appropriated to the Professional Services account line.

Staff expects the anticipated progress of at least two large HUD-funded projects and other subrecipient contracts to gradually reimburse the Housing Administrative fund as the fiscal year moves forward.

### **ATTACHMENTS**

1. Technical Proposal of Services from TDA Consulting, Inc.
2. Cost Proposal by TDA Consulting, Inc.
3. Professional Services Agreement with TDA Consulting, Inc. for FY19-20



Copy



# **City of Merced Housing Division**

## **Community Development Block Grant Home Investment Partnership Program**

**Response to:**

**Request for Proposals  
Consolidated Plan  
First Year Action Plan  
Analysis of Impediments to Fair Housing**

***TECHNICAL PROPOSAL***

**Submitted Thursday August 16, 2019 4:00pm**

**by**

**TDA Consulting, Inc. ("TDA")**



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TAB I. Cover Letter/Executive Summary

August 15, 2019

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

***Attn: Mark Hamilton, Housing Program Supervisor***

Dear Mr. Hamilton:

TDA has developed Consolidated Plans for local communities including: Birmingham, AL; Lake County, IL; Lexington County, KY; Burlington, NC; Greenville, NC; Greensboro, NC; High Point, Richland County, NC; Wilmington, NC; NC; Luzerne County, PA; Charleston, SC; Charleston County, SC; Horry County, SC; Rock Hill, SC; Nashville-Davidson, TN; and San Antonio, TX; Additionally, TDA is currently under contract to produce a Consolidated Plan for the City of Lubbock, TX. In addition to those Consolidated Plans, TDA has completed fair housing studies for state and local jurisdictions, particularly Analyses of Impediments to Fair Housing. Most recently, TDA has assisted the State of South Carolina, State of Michigan, Commonwealth of Pennsylvania, Contra Costa County, CA, and Charleston, SC.

TDA Consulting, Inc., a small, minority, woman-owned business, founded in 1998, is a national consulting firm committed to promoting excellence and professionalism throughout the housing and community development field. TDA focuses on supporting our clients with their affordable housing and community development activities through competitively awarded contracts, as well as, providing support to the U.S. Department of Housing and Urban Development (HUD) through grant-funded projects. For the past 19 years, TDA has been providing training and technical assistance on a variety of housing and community development programs, including the full

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range of HUD Community Planning & Development (CPD) programs and the federal Low Income Housing Tax Credit (LIHTC) program.

Ms. Madeline Cook will serve as Executive-In-Charge for this project. If you have any questions, you may contact her at 617.304.4663 or [mcook@tdainc.org](mailto:mcook@tdainc.org). We look forward to working with the City of Merced, CA. TDA Consulting Inc. will be responsible for all deliverables.

The signer of the RFP declares that the RFP is in all respects fair and in good faith without collusion or fraud, and that the signer of the RFP has the authority to bind the principal proposer – TD Consulting Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Dionne L Roberts", written over a horizontal line.

Dionne L Roberts  
President and CEO

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## TAB 2. Experience and Qualifications of Firm

Since 1998, TDA has received nearly \$60 million from the U.S. Department of Housing and Urban Development (HUD) technical assistance funds, and over \$5 million in awards from other government and private organizations to provide technical assistance, training, and organizational development. Currently, we manage consulting contracts in 39 states across the country. We have managed hundreds of complex projects and established a reputation for completing activities within the defined budget and timeframes. At any given time, up to 70 individual projects may be taking place simultaneously, including a combination of training and direct consulting interventions. We keep all these projects running on schedule and within budget. And we accomplish this without sacrificing the quality of our services, earning us the confidence of our clients.

Additionally, TDA has effectively assisted jurisdictions with fair housing studies for over 20 years. The TDA team provides cutting edge data analytics and mapping for its clients. We provide a seamless integration of in-depth understanding of fair housing laws and best practices for addressing fair housing concerns, meaningful community engagement, and data analysis and visual representation of that data. Our nationwide perspective is balanced with an understanding that all actions to address fair housing concerns must be tailored to the local environment.

- a. Name of Firm – TDA Consulting Inc.
- b. Mailing Address:

TDA Consulting Inc.  
131 Atkinson Street, Ste. B  
Laurinburg, NC 28352

- c. Physical Address: Same
- d. Contact Person – Madeline Cook
- e. Phone Number - 910.277.1275
- f. Fax Number - 910.277.2816
- g. Cell Phone - 617.304.4663

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- h. Email address – [mcook@tdainc.org](mailto:mcook@tdainc.org)
- i. Business Structure – Corporation
- j. TDA Consulting Inc. will be responsible for all deliverables
- k. Number of Years – Since 1998, twenty-one (21) years
- l. Proof of Liability Insurance – See Attached
- m. Total Staff – Management 4 Clerical 5 Field 9
- n. Litigation/Major Disputes/Contract Defaults/Liens Last 10 years – None
- o. SWMBE - San Antonio, TX Regional Certification Agency
- p. NC HUB

TDA has developed Consolidated Plans for local communities including: Birmingham, AL; Lake County, IL; Lexington County, KY; Burlington, NC; Greenville, NC; Greensboro, NC; High Point, Richland County, NC; Wilmington, NC; NC; Luzerne County, PA; Charleston, SC; Charleston County, SC; Horry County, SC; Rock Hill, SC; Nashville-Davidson, TN; and San Antonio, TX; Additionally, TDA is currently under contract to produce a Consolidated Plan for the City of Lubbock, TX. In addition to those Consolidated Plans, TDA has completed fair housing studies for state and local jurisdictions, particularly Analyses of Impediments to Fair Housing. Most recently, TDA has assisted the State of South Carolina, State of Michigan, Commonwealth of Pennsylvania, Contra Costa County, CA, and Charleston, SC.

Consolidated Plans:

- **Client/Project: Charleston, SC Consolidated Plan & Action Plan**

**Description of services:** In 2014-2015, TDA prepared a Consolidated Plan for the City of Charleston using HUD's e-Con Planning Suite. The Consolidated Plan is a comprehensive document that describes the City's housing market conditions identified needs for affordable housing and community development and provided strategies to address the City's needs over the next five years.

**Point of contact:** Geona Johnson, Director, Community Development, 145 King Street Suite 400, Charleston, SC 29401, phone: (843) 724-3766, email: <mailto:JOHNSONG@charleston-sc.gov>

- **Client/Project: Lake County, IL Consolidated Plan 2015 -2019 & Action Plan**

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**Description of services:** In 2014-2015, TDA prepared a Consolidated Plan for Lake County, IL (outside Chicago, IL) using HUD's e-Con Planning Suite. The Consolidated Plan is a comprehensive document that describes the urban county's housing market conditions identified needs for affordable housing and community development and provided new strategies to address the county's needs over the next five years. Marking a major change in direction, this plan better aligns the use of the County's grant funding with the community's needs.

**Point of contact:** Jodi Gingiss, Community Development Administrator, 500 W. Winchester Road, Unit 101, Libertyville, IL 60048, phone: (847) 377-2139, email: [JGingiss@lakecountyil.gov](mailto:JGingiss@lakecountyil.gov)

- **Client/Project:** Knox County, TN, Consolidated Plan and Annual Action Plan

**Description of services:** In 2014-2015, TDA prepared a Consolidated Plan for Knox County, Tennessee using HUD's e-Con Planning Suite. The Consolidated Plan developed for Knox County, Tennessee was a comprehensive document that described the County's housing market conditions identified needs for affordable housing and community development and provided strategies to address the County's needs over the next five years. The resulting Consolidated Plan provided a unified vision for community development and housing actions with the primary goals of providing affordable housing, public facilities, revitalized target neighborhoods, preserve historic resources, support for homeless and special needs populations and building and maintaining existing infrastructure.

**Point of contact:** Rebecca Gibson, Director, Knox County Community Development, Columbus Consolidated Government County Building, Suite 630, 400 Main Street, Knoxville, TN 37902, Phone: (865) 215-3980, email: [Rebecca.gibson@knoxcounty.org](mailto:Rebecca.gibson@knoxcounty.org)

Sample Lake County, IL Consolidated Plan<sup>1</sup>

<https://tdainc4all->

[my.sharepoint.com/:b:/g/personal/halvarez\\_tdainc\\_org/EfQJTa0RNO1Nqk\\_LttNkof4BAC6jQpSeDE6rWylyTf0I9Q?e=i3hGMv](https://tdainc4all-my.sharepoint.com/:b:/g/personal/halvarez_tdainc_org/EfQJTa0RNO1Nqk_LttNkof4BAC6jQpSeDE6rWylyTf0I9Q?e=i3hGMv)

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<sup>1</sup> If link is disabled, please paste link into your browser window.



#### Analysis of Impediments:

- **Client/Project:** Contra Costa County Regional Analysis of Impediments

**Description of Services:** February 2016 through April 2017 TDA completed a regional Analysis of Impediments for Contra Costa County and 21 jurisdictions, including the City of Richmond. The Analysis of Impediments of Fair Housing Choice reviewed ordinances, laws, market conditions, demographic and housing market data, research on fair housing concerns in the region, and input from its community members. It assesses how these factors may impede fair housing opportunities and offers recommendations for overcoming those impediments. TDA had worked with the City of Richmond on the development of its Consolidated Plan and was under contract to develop an Analysis of Impediments for the City of Richmond. However, the City and Contra Costa County recognized the value in partnering to conduct a regional study, and so TDA expanded the scope of its services. The regional study analyzed the County as well as individual jurisdictions within the County to provide both a broad perspective on how issues are similar across the region and how they differ. This will allow the jurisdictions the ability to more effectively combine resources, where appropriate, and target resources, where necessary, to address obstacles to fair housing and fair housing choice.

**Point of Contact:** Gabriel Lemus, Community Development Manager, Contra Costa County, 30 Muir Rd, Martinez, CA 94553, phone: (925) 674-7882, email: [gabriel.lemus@dcd.cccounty.us](mailto:gabriel.lemus@dcd.cccounty.us)

- **Client/Project:** Charleston, SC Regional Analysis of Impediments to Fair Housing Choice

**Description of Services:** October 2015 through April 2016, TDA prepared a regional Analysis of Impediments to Fair Housing Choice (AI) for the City of Charleston, Charleston County and the City of North Charleston. The team worked closely with jurisdictions to update the AI. The update of the AI incorporated new data sets, a review of HMDA data, and updates to previous AI findings.

**Point of Contact:** Genoa Johnson, Housing and Community Development Director, City of Charleston, 75 Calhoun Street Third Floor, Charleston, SC 29401, phone: (843) 724-3766, email: [JOHNSONG@charleston-sc.gov](mailto:JOHNSONG@charleston-sc.gov)

- **Client/Project:** State of South Carolina Statewide Analysis of Impediments and Assessment of Fair Housing

**Description of Services:** October 2016 through present, TDA was recently selected to prepare the State of South Carolina's statewide Analysis of Impediments to Fair Housing Choice (AI) and then "upgrade" it as an Assessment of Fair Housing upon release of HUD's final State AFH Tool,

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if needed. The study will examine fair housing in all geographic regions of the state. It will provide a full assessment of demographics, community and stakeholder perspectives, fair housing complaint data, and recommendations that are uniquely tailored to the fair housing concerns and resources in each region as well as statewide. Because the State first requires an AI, but later wants the report to be submitted as an AFH, TDA will incorporate into the analysis the broader review of fair housing concerns stipulated by the AHHF. The team will draw upon team members' recent experience completing local AFHs in the Carolinas and TDA experience in completing statewide AIs for other states.

**Point of Contact:** Leanne Johnson, Application Manager, South Carolina Housing Finance Agency, 300-C Outlet Pointe Blvd., Columbia, SC 29210, phone: (803) 896-9248, email: [Leanne.johnson@schousing.com](mailto:Leanne.johnson@schousing.com)

- **Client/Project:** State of Michigan, Analysis of Impediments to Fair Housing

**Description of Services:** October 2015 through November 2016, TDA recently finalized a comprehensive, statewide Analysis of Impediments to Fair Housing Choice for the State of Michigan and its subrecipient jurisdictions with final publication expected in October 2016. The study reviewed ordinances, laws, market conditions, demographic and housing market data, research on fair housing concerns, and extensive community input. It assessed how various factors may impede fair housing opportunities and offers recommendations for overcoming those impediments statewide while providing analysis of unique regional differences. The analysis was based on a proven methodology developed by TDA over many years of supporting local communities in analyzing their impediments to fair housing choice. As with other recent AI clients, TDA has taken steps in its development of the AI to prepare the State for a future transition to the Assessment of Fair Housing process ensuring ongoing compliance with the requirements of 24 CFR 5.154 as these standards evolve.

**Point of Contact:** Scott Grammer, Michigan State Housing and Development Authority, 735 E. Michigan Avenue, Lansing, MI 48912, phone: (517) 373-4765, email: [grammers@michigan.gov](mailto:grammers@michigan.gov)

- **Client/Project:** Commonwealth of Pennsylvania, Analysis of Impediments to Fair Housing Choice and Fair Housing Plan

**Description of Services:** In 2014-2015, TDA prepared a comprehensive, statewide Analysis of Impediments to Fair Housing Choice for the Commonwealth and its subrecipient jurisdictions. The expansive study, entitled Assessment of Fair Housing for the Commonwealth of Pennsylvania, reviews ordinances, laws, market conditions, demographic and housing market data, research on fair housing concerns, and input from its community members. It assesses how

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these factors may impede fair housing opportunities and offers recommendations for overcoming those impediments both statewide and in regions of the state including 50 local non-entitlement jurisdictions.

**Point of Contact:** Joseph Meade, Department of Community & Economic Development, 400 North Street, 4<sup>th</sup> Floor, Harrisburg, PA 17120, phone: (717) 720-7407, email: [josomeade@pa.gov](mailto:josomeade@pa.gov)

Sample Clayton County Georgia AFH<sup>1</sup>

[https://tdainc4all-my.sharepoint.com/personal/halvarez\\_tdainc\\_org/\\_layouts/15/guestaccess.aspx?docid=1e0205b3f806248ba9b6d4886be5595f1&authkey=ARs-ZFmLw4aQD92JSLpg9-I](https://tdainc4all-my.sharepoint.com/personal/halvarez_tdainc_org/_layouts/15/guestaccess.aspx?docid=1e0205b3f806248ba9b6d4886be5595f1&authkey=ARs-ZFmLw4aQD92JSLpg9-I)

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<sup>1</sup> If link is disabled, please paste link into your browser window.



### TAB 3. Tab 3 – Experience & Qualifications of Personnel

#### Project Team:

For this project, we have assembled a highly experienced team of recognized experts in the field. The TDA team has extensive experience evaluating both HUD data and maps while supplementing with other sources as necessary. Our quantitative research is tempered by the qualitative results of a robust community engagement process and a deep understanding of the practical realities facing local recipients of HUD funding. Together, this allows TDA to effectively assess a community's efforts in resolving issues identified in the AI and recommend realistic and achievable Plan strategies.

- Madeline Fraser Cook, TDA Project Manager – Executive in Charge (EIC), Team Lead, Assistant Author/Reviewer, and Community Engagement
- Jennifer Alpha, TDA Project Manager & Corporate Counsel, Primary Author/ Reviewer
- Pamela Paige, TDA Associate – Assist with Community Engagement, Data Collection and Analysis
- Erich Chatham, TDA Consultant – Data Analysis/Mapping
- Administrative Support (TBD)

TDA team bios give additional insight into the breadth of experience and expertise of the key staff proposed on this project. All proposed team members each have over a decade experience in this field.

- **Madeline Fraser Cook**, Project Manager, will serve as the Executive in Charge/Team Lead and will be responsible for the entire engagement and will assist with plan authorship and coordinate community outreach (contribute to the planned public surveys and participate in other aspects of the community engagement process such as stakeholder interviews). Ms. Cook will also provide guidance and expertise related particularly to the findings and recommendations. She has 18 years of experience working with diverse communities and local governments. As a native Spanish speaker, she has worked with Hispanic communities across the country in a variety of capacities, from translation services to community organizing. Being from a Hispanic background, having married into a Vietnamese family as well as having lived abroad extensively, Fraser Cook has a firm grasp of how important cultural aspects are to community projects and how to be respectful of them. She has experience meeting the specific community engagement requirements of the AFH process

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and has successfully conveyed the importance of community input in accurate analysis of fair housing needs. She brings the ability to combine the qualitative nature of the AFH community engagement research with the strictly quantitative data analysis required of the AFH submission. As a Project Manager at TDA Consulting, she provides technical assistance to HUD Community Planning and Development grantees and leads various research and training projects. Fraser Cook has extensive experience collecting and analyzing quantitative and qualitative data in the housing and community development field. She has previously worked on the local and housing studies and plans. Fraser Cook specializes in the intersection of housing and community development and sustainability. Her areas of expertise include green affordable housing, environmentally sustainable neighborhood planning, and resilience. She is particularly interested in bringing these concepts more fully into projects in communities of color. Fraser Cook graduated with degrees in Political Science and Economics from Swarthmore College, and holds a Masters of City Planning with a focus on Housing and Community Economic Development from the Department of Urban Studies and Planning at MIT where she was a HUD Fellow. She is a LEED Accredited Professional.

- **Jennifer Alpha**, Project Manager and its Corporate Counsel. Alpha will act as the primary Plan author and reviewer, roles similar to what she is playing in Contra Costa County and has played in several other jurisdictions. Alpha has over 15 years of diverse experiences managing projects related to a range of affordable housing and community development initiatives. Formerly, as a partner at a law firm that represented public and nonprofit organizations, Alpha assisted clients with legal representation and transactional management of housing and community development programs, which included financing sources such as LIHTC, Public Housing Capital and Operating Funds, Section 8, HOME, CDBG, NSP, and Federal Home Loan Bank Affordable Housing Programs. She manages engagements for local governments, by providing regulatory and procedural guidance, data analysis, and assistance with working out troubled projects. Alpha also assists clients in the development of policies and procedures manuals, guidebooks, and needs assessment reports. With a background in both law and policy, she works with clients to meet program requirements while presenting meaningful recommendations based on sound analysis of each client's unique circumstances. Prior to TDA, Alpha also worked for the Government Accountability Office (GAO) where she managed the evaluation of federal housing programs with a special emphasis on LIHTC, TCAP, the Section 1602 program, and HUD-assisted housing programs. Based on these evaluations, she drafted reports to Congress as part of a team to inform Congress on how programs could be improved. This experience has sharpened Alpha's understanding of what federal regulators expect from grantees, what areas are prime targets for monitoring, and how grantees can more effectively comply with federal requirements. Alpha is a HOME Certified Specialist-Regulations and has provided trainings across the country on a range of HOME topics. She

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holds a J.D., University of Pittsburgh School of Law, and an MPA, Public Management & Policy, University of Pittsburgh.

- **Pamela Paige**, Senior Associate, has 15 years of experience as program manager within grassroots community development organizations working with residents and other stakeholders to increase community participation and self-advocacy to improve quality of life, self-sufficiency and economic outcomes. Paige has managed comprehensive community outreach and public engagement initiatives including multi-tiered outreach and public meetings. She has a history of developing a strong rapport with all levels of internal and external stakeholders. She has provided support for the AFH public participation and community engagement process including participating in stakeholder interviews and community meetings; collecting and documenting data; and populating the WASS system with all required documents developed during the AFH process. Paige has also managed private sector real estate development and property management/rental firms. She earned a Bachelor of Science in Business Management, concentrating in Accounting and Human Resources, from the University of Baltimore in Baltimore, Maryland.
- **Erich Chatham**, Associate, founding partner of Civitas, Inc., a community and economic development consulting firm based in Charleston, SC that regularly partners with TDA. Chatham will be primarily responsible for developing the demographic and housing profile for the AFH, a role similar to what he is performing on the Contra Costa County AI and other engagements. Chatham has been a key part of TDA's team across the country on regional and statewide AIs and more recently on AFHs. He has nearly 10 years' experience working on economic and community development projects with local governments, for-profits and nonprofits across South Carolina, North Carolina, Louisiana, Florida, Georgia, California and Texas. Chatham works with local governments on urban revitalization initiatives utilizing CDBG program funding. He also recently worked with several OneCPD grantees to overhaul HOME and CDBG policies and procedures manuals to conform to updated HUD regulations. Chatham also has extensive experience working with the new eCon Planning suite and serves as an IDIS trainer. Chatham holds an MPA from the College of Charleston and a BA in history from Oglethorpe University. *Full resumes are attached.*

All personnel and equipment are available to perform the work immediately

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#### TAB 4. Work Plan and Schedule

##### Consolidated Plan:

TDA will assist the City in preparing a Consolidated Plan acceptable to HUD based upon the firm's demonstrated experience and capabilities. Our extensive work with HUD, has enabled TDA to develop a consistent approach to assisting cities develop community plans that set realistic goals, are based on sound data, and are HUD-compliant.

Using a mix of qualitative and quantitative methods, we propose to deliver a high-quality Consolidated Plan that will provide new insights for the community profile of the City. TDA team members will coordinate closely with the City to develop a five-year Consolidated Plan through a series of meetings and workgroups. TDA encourages the participation of the Authority's representatives to the greatest extent possible to ensure that the final products meet the City's vision and priorities; and that staff has the information necessary to assess progress and evaluate impacts on the community. Based on recommendations by the TDA team, the City will make final decisions concerning strategies and actions the City will take to address community goals and needs and the performance measures used to gauge progress.

Descriptions of the major plan components that will be developed and compiled using the e-Con Planning Suite to deliver the City a timely, quality, and compliant Con Plan follow below:

- **Consultation/Coordination:** During the initial meeting, TDA will meet on-site with City to discuss the project, develop detailed schedules and collect necessary information, including, but not limited to, the City's existing Consolidated Plan, fair housing plan and other relevant information from City agencies. City representatives will be asked to identify and provide any other relevant data and information to ensure that all community needs, conditions and resources are considered.
- **Citizen Participation Process:** The consultant team will work with the City to schedule the

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required public meetings to gather information and feedback from the City's citizens discuss developing other approaches to soliciting feedback such as stakeholder interviews, focus groups and community surveys. The information obtained will also be used to update the Citizen Participation Plan for 2020 - 2024. TDA will assist the City staff in development and design of Citizen Participation Plan and can suggest additional actions the City may take to attract the most diversity in perspectives to ensure its plans are comprehensive and effective.

- **Housing Market Analysis:** In consultation with City, TDA will conduct a comprehensive housing market analysis that addresses housing availability, affordability, adequacy and accessibility.
- **Homeless Needs, Priorities and Strategies:** TDA will assist the City in providing a concise summary of the nature and extent of homelessness within the jurisdictions, (including rural homelessness and chronic homelessness where applicable), addressing separately the need for facilities and services for homeless persons and homeless families with children, both sheltered and unsheltered, and homeless subpopulations. The summary will include the characteristics and needs of low -income individuals and children, (especially extremely low income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered. In addition, the plan will include a description of the nature and extent of homelessness by racial and ethnic group. As part of the homeless need's assessment, the consultant team will identify area facilities and services in place to provide for the homeless population. This will include, at a minimum, the local Continuum of Care, all emergency shelters, any homeless outreach program(s) as well as available transitional and permanent housing options.
- **Housing Needs, Priorities and Strategies:** Additionally, the consultant team will work with the City to identify any additional data and information, including existing housing and/or homeless studies and information on special needs populations, etc., not previously considered. After obtaining this information, the consultants will use it—along with the

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information gathered at the initial meeting, census data and other HUD resources—to develop a needs assessment for the City’s review and approval.

- **Public Housing Needs/Strategy:** The consultant team will provide an updated list of needs and strategies of publicly operated or otherwise subsidized housing facilities, to include LIHTC, Tax Exempt Bond Financing, Community Development Corporation (CDC), CHDO, Section 8 Housing Choice Voucher (HCV), and other subsidized housing facilities and programs.
- **Non-Housing Community Development Needs and Strategies:** TDA will identify the City’s priority non-housing community development needs eligible for assistance. This includes public facilities, public improvements, public services and economic development. This analysis will include a look at the homebuilding industry in the City, its current neighborhood development policies, and its economic development initiatives. This will include but be limited to the following; public libraries and museums, parks and community centers, health facilities, historic preservation, continuing education/adult education facilities, and any additional youth, adult or senior programs. This review will incorporate regional planning and economic development initiatives including but not limited to urban development, infrastructure, public safety, public transportation, employment training, and business attraction and retention.

It should be noted that Consortia Plans are submitted in IDIS will vary based on the CPD grants received. Entitlement consortium members will create multiple templates that the user can view the appropriate template based on whether the entity is the lead entity or an entitlement entity.

In consultation with the City and based on the data analysis, inter-agency consultation, and citizen participation process, the consultant will assist in developing a five-year strategic plan that addresses the following legislated components:

- B. affordable housing
- B. homelessness

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- B. special needs housing
- B. non-housing community development
- B. barriers to affordable housing
- B. anti-poverty strategy
- B. coordination of the Consolidated Plan with other organizations
- B. public housing initiatives

TDA will also aid the City in developing an Annual Action Plan that supports the objectives and strategies outlined in the previous assessments and analyses. TDA will aid City staff in the selection of eligible activities in the development of the Action Plan. Specific benchmarks/performance measures will be developed so that the City and HUD will be able to assess and evaluate the City's progress in reaching its goals. The one-year Action Plan will be consistent with the requirements outlined in 24 CFR Part 91 as well as with other guidance issued by HUD. City representatives will review and provide comments on the draft of the Annual Action Plan, which TDA will incorporate into the final version. The Plan will be developed using HUD's new IDIS-based e-Con Planning Suite. Key team members are knowledgeable of and have experience developing Con Plans under the system and training grantees on how to use the system. The new Planning Suite provides streamlined data collection and a standardized template that provides grantees with greater certainty that their planning process adheres to HUD's guidelines and vision. TDA will utilize the eConPlan template to import all relevant data tables, narratives, charts, and maps into IDIS. CPD Maps will be used for spatial analysis and mapping, and where needed, ArcGIS will be utilized to create maps needed to supplement CPD Maps.



## Analysis or Impediments

Over many years of assisting HUD grantees with fair housing issues, TDA has developed a proven methodology for developing sound recommendations to mitigate and address fair housing issues as shown in a step-by-step approach that is organized under three phases, including a set of related tasks:

### PHASE I – ORIENTATION

### PHASE II – ASSESSMENT

- Task A: Conduct Research and Data Analysis
- Task B: Review and Assess City Laws and Other Conditions that Affect Fair Housing
- Task C: Conduct Community Outreach and Consultation

### PHASE III – FAIR HOUSING PLANNING

- Task A: Develop Preliminary Findings and Recommendations
- Task B: Produce Final Analysis of Impediments and Related Documents

In addition to the required elements, TDA will guide preparation of an action plan that assists the City in implementing goals and priorities set in an AI over a 12-month period. This additional document will inform the Consolidated Plan and Annual Action Plan, including appropriate allocations of resources from HUD funding.

As a result of the services performed by TDA, the City will receive an AI that is fully compliant with HUD's new recent guidance on Affirmatively Furthering Fair Housing (AFFH) and that can form the basis for the City's ongoing fair housing obligations over the next several years.

### **Process for Completion of Analysis of Impediments**

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Assessing and ending barriers to fair housing in any community rely entirely on information; information that delivers a complete understanding of the extent of contributing factors that can lead to unfairness in housing choice.

TDA's proven methodology for developing sound recommendations to mitigate and address fair housing issues as shown in a step-by-step approach that is organized under three phases:

## **PHASE I – ORIENTATION**

This first phase begins with TDA obtaining applicable documents and project-related files from the City (including Consolidated Plans and Action Plans, past Fair Housing Studies, etc.) TDA arranges and conducts a kick-off meeting, usually onsite, to become acquainted with primary contacts, and to establish a mutual and complete understanding of the project's parameters based on affirmed needs and expectations. This includes exchanging contact information, details about the organization's clientele and customer base, and insight into any particular sensitivities that could impact the engagement. Both TDA and the client establish a firm understanding of the process, schedule and deliverables. As a result, this phase will ensure a solid start to the project.

## **PHASE II – ASSESSMENT**

The second phase follows with factual data gathering and research that provides a demographic profile, a thorough examination of laws and regulations, and an effective process of engagement with the community to determine factors that contribute to barriers to fair housing.

### **Task A: Conduct Research and Data Analysis**

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Immediately after the kickoff meeting, TDA will define fair housing issues by collecting and then analyzing statistical data to create a current profile of the housing situation in the region with appropriate coverage of the City service areas.

To develop the profile, TDA reviews existing documents, including the jurisdiction's current Analysis of Impediments to Fair Housing Choice and the local jurisdiction's current Consolidated Plan. Based on findings in these documents, TDA develops updated demographic profiles of regional analysis areas including key regional highlights. The assessment analyzes the study area's population by race and ethnicity, household composition, age, and income; evaluates the area's demographics; takes an inventory of housing demand; reviews supply and market dynamics; and analyzes mortgage lending trends.

TDA develops a baseline housing assessment for the region that includes a detailed understanding of existing conditions and associated trends. Specifically, the research and analysis used in the most recent and relevant HUD data and information, which may or may not have been included in prior studies. In addition, TDA obtains information on fair housing complaints and enforcement actions from HUD's Fair Housing and Equal Opportunity office as well as applicable City and local agencies.

This task also explores housing-related issues on a more in-depth basis by looking at disproportionate housing needs, lending patterns and other factors that cause disparate impacts for minorities.

TDA will share data findings with the City and seek its assistance to ensure that officials actively participate in the identification of impediments to fair housing choice. This consultation is important as those officials will have unique perspectives on what may have caused demographic changes or areas of sensitivity.



## **Task B: Review and Assess City Laws and Other Conditions that Affect Fair Housing**

Once baseline information has been collected and reviewed, TDA will also assess City laws and policies, particularly identifying the framework for local jurisdictions' planning, zoning, building, transportation, and non-discrimination ordinances. Reviewing this framework helps TDA identify and define possible actions or omissions in the public sector (including public housing, community development, transportation, and community services) that may affect the location, availability, and accessibility of housing in the region. The review features an inclusive process to ensure the perspectives of the public sector, affected industry professionals, and members of each protected class are considered during the development of the AI.

TDA also reviews, to the extent this information is available, public sector policies and their possible impact upon equal housing choice and will place special attention on several categories of municipal activity, such as:

- Investment patterns relative to locally controlled HUD resources
- Planning and zoning practices and building codes (accessibility)
- Neighborhood revitalization
- Public and assisted housing
- Property tax policies

In some cases, these public-sector policies and frameworks may be identified as contributing factors to fair housing obstacles, and in other cases they may serve as catalysts for fair housing change. TDA will discuss the impact of these policies with the City and ensure that the fair housing goals that are developed in Phase III reflect the challenges, opportunities, and realities of the legal and policy environment that is unique to the area.





### **Task C: Conduct Community Outreach and Consultation**

HUD guidance contemplates an extensive public participation and community engagement process to ensure that a fair housing study includes all relevant perspectives. TDA proposes to accomplish these goals by providing substantial opportunities for engagement and outreach to those served by the City.

Specifically, this task includes outreach efforts, both interviews and community meetings held regionally, to obtain perspectives of various interested parties. Members of our team will conduct focus group meetings to fully engage stakeholders and support and hold a public meeting to gain public comment on the plan. The following traditional fair housing stakeholders in the City will be encouraged to participate:

- Advocacy groups (i.e., affordable housing, persons with disabilities, social justice)
- Faith-based organizations
- Affordable housing developers operating in the study area
- Banks and other financial institutions
- Educational institutions
- Continuum of Care Board
- Fair housing organizations
- Neighborhood associations or groups/general public within the study area
- Organizations and agencies that serve protected classes as well as low-income families
- Other stakeholder groups as identified by the City.

In order to address the particular challenges of the fair housing study, TDA's engagement and outreach involves a range of outreach methods:

- *Fair housing survey* – Web-based survey instruments, specifically designed for different types of stakeholders, will be distributed by TDA. TDA will coordinate closely with the

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City to determine the methodology to be used to advertise and distribute the surveys but initially expects to promote the surveys through identified stakeholders. All the raw data collected will be provided to the City along with a summary of the results with themes appropriately highlighted.

- *Targeted stakeholder interviews* – To obtain additional more detailed perspectives, TDA will conduct telephone interviews with various stakeholders. Stakeholder interviews are intended to obtain “official positions” of various key constituencies such as planning officials and fair housing advocates (Fair Housing centers), etc.
- *Conduct focus groups and other consultation meetings* – To further provide opportunities for stakeholder, advocates, and members of the public to provide in-person input, TDA expects to hold a series of focus groups/public meetings. Each session may be promoted through the same channels noted in the survey description above or could be organized by invite to ensure a diverse representation at each session. The purpose of these focus groups is to more deeply explore issues that have been identified via the questionnaires and initial research by TDA, to allow different constituencies to engage one another’s perspectives, and to identify key regional variations. Community residents and other interested parties will be encouraged to participate in the public meetings, and TDA will facilitate an interactive dialog that helps to illuminate fair housing nuances that are not easily explored through the other methods of outreach.

TDA provides a list of individuals and groups participating in each engagement and outreach activity, develops a summary of activities and comments received, and provides a copy of agendas and sign in sheets. TDA expects that the City will provide or identify free spaces for meetings, assist in advertising the community meetings and surveys, and follow-up with stakeholders to confirm attendance at focus groups, etc. Subject to further consultation, TDA expects to hold four (4) meetings spread across the City at locations acceptable to the City.

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- One (1) for advocacy groups
- One (1) for nonprofit service providers and affordable housing developers
- One (1) for fair housing-related organizations
- One (1) for governmental agencies

Our community outreach team is exceptionally well-positioned to carry out a meaningful community engagement process. Both Madeline Fraser Cook and Henry Alvarez have long track records of working with diverse communities across a broad range of geographies and cultural backgrounds. Ms. Fraser Cook is a native Spanish speaker who often translates her presentations into Spanish.

### **PHASE III – FAIR HOUSING PLANNING**

The third phase of TDA’s approach helps determine whether policies, practices, programs, and activities restrict fair housing choice and access to opportunity. Where restrictions are identified, TDA assesses what factors are contributing to these barriers. This phase then enables those jurisdictions and agencies to develop a plan for addressing the restrictions.

#### **Task A: Develop Preliminary Findings and Recommendations**

Based on results of the research and public engagement efforts, TDA will identify fair housing issues in the community. Specifically, this step identifies the fair housing issues, disparities in access to opportunity, and disproportionate housing needs. It also examines fair housing issues related to publicly supported housing, disability and access, and fair housing enforcement, outreach capacity, and resources.

TDA provides a draft list of findings and conclusions to program participants. With guidance from City officials, TDA will assist in planning actions address impediments to fair

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housing choice or access to opportunity and negatively impact fair housing or civil rights compliance.

TDA's recommendations are distinguished by the fact that they present meaningful actions drawn from the team's combination of (1) practical experience; (2) thorough understanding of HUD guidelines; and (3) careful consideration of the unique characteristics, challenges, and opportunities of the region. Strategies feature actions designed to achieve a material, positive change that affirmatively furthers fair housing, for example, increasing fair housing choice or decreasing disparities in access to opportunity. To assist its clients in implementing goals and priorities set in a study, TDA outlines strategies in a separate detailed action plan that serves as a road map of necessary actions to be taken by program participants.

#### **Task B: Produce Final AI and Related Documents**

Based on review and comment from program participants and the public, TDA will prepare the final Analysis of Impediments that includes all the required elements.



Schedule<sup>1</sup>:

TASKS	MONTH/YEAR
Contract Signed	October 2019
Public Meetings	November - December
Review of Background Information for Plans	
Determination of Source Data for Plans	
Collection and Analysis of Data for Plans	
Preparation of Demographic Profiles	
Review of Background Information on Plan & Study.	
Determination of Source Documentation	
Preparation of Demographic Profiles for both Plan & Study	
Draft Con Plan/Action Plan/AI	January 2020
Draft Con Plan/Action Plan/AI due to City's/Cities staff Review. Revise as requested.	January 2020
Final Draft Con Plans/Action Plans/AI submitted to City/Cities in paper, electronic format suitable for posting to jurisdictions websites and printing by staff for distribution for public review	February 2020
30 day Public Review Period	March – April 2020
Revisions to address public comments completed	May 8, 2020
Final Plan(s) submitted to HUD via eCon Planning Suite	May 15, 2020

TAB 5. Exceptions  
None.

<sup>1</sup> Note these dates are estimated at this time; actual dates and times will be determined in consultation with City Staff



TAB 6. Additional Information

*A list of Similar Services to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.*

CUSTOMER/ORGANIZATION NAME	ADDRESS	DESCRIPTION OF SERVICES
Tucson, AZ	P O Box 27450, Tucson, AZ 85726	Training for Housing and Community Development
Contra Costa County, CA	30 Muir Rd, Martinez, CA 94553	Consolidated Plan, Action Plan and Analysis of Impediments
State of South Carolina	300-C Outlet Pointe Blvd , Columbia, SC 29210	Assessment of Fair Housing
Clayton County, GA	7994 N. McDonough St., Jonesboro, GA 30236	Assessment of Fair Housing
ABT Associates	450 Montgomery Ave. Ste. 800, North Bethesda, MD 20814	Develop materials-CDBG
Mobile County, AL	205 Government Street, Mobile, AL 36644	Remote technical assistance-HOME Program, Consolidated Plan
Dept. of Housing & Urban Development (HUD)		HUD 2015 and 2016 Community Compass Awards
Los Angeles, CA CDC	700 W. Main Street, Alhambra, CA 91801	Grants Management counseling services
Collaborative Solutions	PO Box 130159, Birmingham, AL 35213-0159	Remote training, assessments of peer network for Rural Capacity Building project
South Dakota HDA	PO Box 1237, Pierre, SD 57501	On-site Sessions on HOME Rental Agreement & Compliance
Housing Services, Inc.	1160 Galicia Lane, Dallas, TX 75217	On-Call Remote TA for HOME Program
Montgomery, AL	25 Washington Ave. Montgomery, AL 36104	Project Review Affordable Rental Housing, Remote & On-site Training Financial Mgmt. and Rental Underwriting
Georgia DCA	60 Executive Park S, NE, Atlanta, GA 30329	On-Call Remote TA for HOME Program Mgmt.
Groundworks USA	22 Main Street, Yonkers, NY 10701	Webinars, Working Groups, On-line Resource Materials, Direct TA
Snohomish County, WA	3000 Rockefeller Avenue, M/S 3 Everett, Washington 98201	Consulting & On-site Training HOME Agreement Boilerplate Review Project
Community Housing Network	570 Kirts Blvd., Troy, MI 48084	Review of CHN's Space & Rent Calculations
Gainesville, FL	633 NW 8th Avenue, Gainesville, FL 32601	Remote TA for HOME Homebuyer Assistance
Fresno, CA	Silvercrest Inc. 1331 Fulton Mall Fresno, CA 93721-1630	Consulting Services for CDC Capacity Building
Charleston, SC	Accounts Payable, PO Box 853 Charleston, SC 29402	Consulting Services for AI to Fair Housing and Consolidated Plan
Oregon CHS	725 Summer St., Ste.B Salem, Oregon 97301-1266	Review & Revise HOME Program Documents; On-Call Consulting Services for HOME Program Mgmt.
State of Michigan	MSHDA 735 East Michigan Avenue, Lansing, MI 48912	Consulting for Fair Housing Impediments
West Virginia HDF	5710 MacCorkle Ave., SE Charleston, WV 25304	Evaluate & Recommend HOME Policies & Procedures
Housing Services Inc.	1160 Galicia Lane, Dallas, TX 75217	Home Training
National Council of State Housing Agencies	444 North Capitol, NW Suite 438 Washington, DC 20001	HOME Training
Lake County, IL	18 North County 9th floor, Waukegan, IL 60085	Consolidated Plan

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Richmond, CA	P.O. Box 4046, Richmond, CA 94804-0046	Consolidated Plan
Fall River, MA	1 Government Center Fall River, MA 02722	Housing Market Study
NCDA	211 Bridge Avenue Murfreesboro, TN 37129	Training
State of Hawaii	50 Wailuku Drive Hilo, HI 96720	IDIS Training
Washington DOC	Dept. of Commerce, 1011 Plum St. SE Olympia, WA 98504	Review of HOME Written agreements and On Call Consulting Services
Florida Housing Finance Corp	227 N. Bronough Street Tallahassee, FL 32301	Consulting
State of Connecticut	505 Hudson St., Hartford, CT 06106	Technical Assistance
State of Pennsylvania	PO Box 69180, Harrisburg, PA 17106	Analysis of Impediments
Knox County	400 Main Street, Ste.630 Knoxville, TN 37902	Consolidated Plan
Hattiesburg, MS	Dept. of F&S Prog, PO Box 1898 Hattiesburg, MS 39403-1898	HOME Training
Cardinal Engineering	1015 North Broadway Oklahoma City, OK 73102	CDBG Consulting
City of Passaic, NJ	330 Passaic Street, Passaic, NJ 07055	Consulting
Capital Access	325 Chestnut Street, Ste. 917 Philadelphia, PA 19106	NY State Disaster Recovery
Dallas County, TX	2377 N. Stemmons Freeway #724 Dallas, TX 75207	Technical Assistance
City of Irving, TX	825 W. Irving Blvd. Irving, TX 75060	Consulting
City of East Orange, NJ	44 City Hall Plaza, E. Orange, NJ 07019	Training
Housing Assistance Council	10100 Ambassador Drive Ste.310 Kansas City, MO 64153	Training
Hartford County, MD CDCD	319 South Main Street, Bel Air, MD 21014	Training
Columbia, MD	Daniel Boone Bldg.701E.Broadway Columbia, MO 65201	Training
Daly City, CA	333-90th St., Daly City, CA 94015-1895	HOME Training
Elizabeth, NJ	City of Elizabeth 50 Winfield Scott Plaza Elizabeth, NJ 07201-2462	Training
City of Passaic, NJ	330 Passaic Street, Passaic, NJ 07055	Consolidated Plan
Greenville, NC	201 W. Fifth Street, Third FL. Greenville, NC 27834	Training
Greater Lansing Housing Coalition	600 West Maple St., Lansing, MI 48906	Training
State of Maryland DHCD	100 Community Place Crownsville, MD 21032	Training
City of Peoria	419 Fulton, Ste. 207, Peoria, IL 61602	Consolidated Plan
McKeesport PHA	2901 Brownlee Avenue,2nd Floor McKeesport, PA 15132	Training
Baltimore County, MD	400 Washington Avenue Room 148 Towson, MD 21204-4665	Training IDIS
Toledo, OH LISC	245 N. Superior St. 2nd Floor Toledo, OH 43604	Training
ACE - Affordable Community Environment	PO Box 61446, Vancouver, WA 98666	Training

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TAB 7. Required Forms

TAB 8. Additional Consideration – Housing Condition Windshield Survey

Ibid proposal content.

TAB 9. Detailed Cost of Services

Under Separate Sealed Envelope.

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## RESUMES

### MADELINE FRASER COOK PROJECT MANAGER, TDA

#### Professional Summary

Madeline Fraser Cook, TDA Project Manager, is a national expert in providing technical assistance to community-based organizations on a variety of housing and community development topics. She specializes on green design and sustainable community development techniques. She is a LEED accredited professional and has extensive experience with incorporating smart growth strategies into community development plans with an emphasis on equity issues. She also has experience in community process and issue-based organizing related to neighborhood planning as well as non-profit fundraising, organizational networking, and information dissemination. In addition, Ms. Fraser Cook has extensive experience working with community-based organizations on engagement processes that ensure active, meaningful involvement from community members.

#### Professional Experience

##### ***Affordable Housing and Community Development***

- **Project Manager, TDA Consulting** – Provide technical assistance to HUD grantees on a variety of topics including financial management, specific HUD programs (e.g. CDBG, CDBG-DR, HOME) and provide assistance to HUD's Office of Economic Resilience through their Better Buildings Challenge program. Develop curricula for various HUD programs and offices including the latest Financial Management Curriculum and the Small Contractor Initiative Curriculum.
- **Analyst, Abt Associates, Inc.** - Implemented program management for HOPE VI grants and assisted housing authorities with HOPE VI HUD Expeditor projects. Also, developed viability assessments of housing authorities' public housing stocks, and conducted interim assessment of EZ/EC national program design features and experiences of the individual EZ/EC sites.
- **Consultant, Oxfam America** - Logistics Coordinator and member of the Design Team for the Oxfam America U.S. Program National Conference held in May 2000. Participated in the design of session content for the workshops on housing, health, poverty issues and workers' rights in the context of globalization and coordinated travel and accommodations for all participants.
- **Intern, The Community Builders** - Assisted in operating cost analysis for affordable housing developments. Goal was to establish a benchmark per unit operating cost figure

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for different types of developments. Conducted a social services needs assessment of Heritage Common, Lawrence, MA. Helped organize residents of Heritage Common into a tenants group in order to improve communications with management.

- **Intern, Working Capital** - Researched different types of minority owned small businesses in Lawrence, MA. Interviewed entrepreneurs in Spanish to determine how they financed their businesses and what the incentives were for going into business on their own. Wrote a report for use in a foundation evaluation of the program.
- **Principal/Financial and Data Consultant, Triad Resources** - Analyzed, developed, and implemented strategic applications and plans for financial and real estate markets. Member of a team of specialists that developed technological and web-based applications. Conducted on-line and institutional research.
- **Data Analyst, Hamilton Securities Group** - Assisted in the procurement of data and place-based information, and the creation of tools to analyze and model results and impacts of policy changes. Wrote business plans and pro formas for small businesses. Provided information to Hamilton decision-makers on issues related to current projects and contracts.

#### ***Education***

- **Translator/Interpreter, Fairfax County Public Schools** - Translated in English and Spanish for parent/teacher conferences. Arranged meetings between school staff and interpreters of various languages. Conducted data entry for the home schooling department. Translated documents from English to Spanish and interpreted for Latino students during developmental testing.
- **Teacher, Fox Valley School** - Taught Spanish to pre-K - 12th grade students with learning disabilities and behavioral problems. Also taught sixth grade English.

#### ***Environmental Sustainability***

- **Program Director, Green Development Center, Local Initiatives Support Corporation** - Headed the Green Development Center which provided technical and financial resources to LISC local offices and their community partners around affordable housing and community development. Advocated for national policies that facilitate implementation of green development. Forged national partnerships to bring experts on sustainability and smart growth to the table around community development projects. Coordinated fundraising efforts for the GDC as well as partnerships with other LISC national programs and local offices.
- **Vice President, New Ecology, Inc.-** Managed greening of affordable housing developments, shepherding developers through the Leadership in Energy and Environmental Design (LEED) certification process. Developed, coordinated and presented training seminars on costs and benefits of greening affordable housing.

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Designed and built web-based social networking and information dissemination tools. Supervised research initiative and co-authored *Costs and Benefits of Green Affordable Housing* report, an international resource for community developers. Co-directed New Ecology's strategic planning and research initiatives. Planned, administered, and implemented fundraising efforts.

- **Director of Special Projects, New Ecology, Inc.** - Director of NEI's Green CDCs Initiative. Initiated statewide educational efforts around green affordable housing and sustainable development targeted at community developers. Project work focused on green affordable housing, community development, community organizing, public health and environmental policy.

### Education and Professional Certifications

- Masters of City Planning, Department of Urban Studies and Planning, Housing and Community Economic Development Program Group, Massachusetts Institute of Technology, HUD Fellow
- B. A., Swarthmore College, Swarthmore, PA, Political Science and Economics
- Leadership in Energy and Environmental Design (LEED) Accredited Professional

### Employment History

- Project Manager, TDA, Belmont, MA – 2012 to Present
- Program Director, Green Development Center, Local Initiatives Support Corporation, Boston, MA – 2008 to 2012
- Vice President, New Ecology, Inc., Cambridge, MA – 2004 to 2008
- Director of Special Projects, New Ecology, Inc., Cambridge, MA – 2001 to 2004
- Analyst, Abt Associates, Inc., Cambridge, MA – 2000 to 2001
- Consultant, Oxfam America, Boston, MA - 2000
- Intern, The Community Builders, Boston, MA – 1999 to 2000
- Intern, Working Capital, Cambridge, MA - 1998
- Principal/Financial and Data Consultant, Triad Resources, Alexandria, VA – 1997 to 1998
- Data Analyst, Hamilton Securities Group, Washington, D.C. – 1996 to 1997
- Translator/Interpreter, Fairfax County Public Schools, VA – 1995 to 1996
- Teacher, Fox Valley School, Bethesda, MD - 1995

### Professional Memberships

- Board member, Conservation Law Foundation, MA Board, Boston, MA – 2012 to present

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- Board member, Smart Growth America, Washington, D.C. – 2010 to Present
- Member, Town of Belmont, MA Energy Committee – 2013 to 2014
- Board member, Emerald Cities Collaborative, Washington, D.C. – 2010 to 2012
- Board member, ZUMIX, Inc., Boston, MA – 2004 to 2010
- Board member, Boston GreenSpace Alliance, Boston, MA – 2003 to 2005

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**JENNIFER ALPHA**  
**PROJECT MANAGER, TDA**

**Professional Summary**

Ms. Alpha has 18 years of diverse experiences in affordable housing and community development. Ms. Alpha assists clients in improving communities through the use of many housing and community development programs, including the Low Income Housing Tax Credit (LIHTC) program, HOME, CDBG, NSP, the Affordable Housing Program, the Self-Help Housing Program, Public Housing Capital and Operating Funds, Section 8, and others. Ms. Alpha has worked with clients across the country on the development of affordable housing using private, federal, state, and local funds, all of which combined complex financing mechanisms and layered subsidies. Ms. Alpha's work includes assisting with structuring legal, financial, and social development projects; providing guidance to clients on a range of federal regulatory issues; and analyzing housing issues and developing reports; and working as a liaison between diverse stakeholders. Ms. Alpha formerly was a partner in a DC-based law firm that represented public and nonprofit organizations engaged in affordable housing and community development transactions. She also worked in the federal government on the analysis and evaluation of federal housing programs.

**Professional Experience**

**Technical Assistance and Training**

- **TDA/ In Person Training Deliveries** - Ms. Alpha is a HOME-Certified Specialist-Regulations and has delivered trainings across the country to HUD grantees and their subrecipients. Training topics have included Building HOME, Financial Management for Participating Jurisdictions, HOME Income Determination, Effective Written Agreements, and the Disaster Recovery Grant Reporting system
- **TDA/ Needs Assessments and TA Delivery** – Ms. Alpha participates on the One CPD and NSP technical assistance teams to assess grantee capacity related to compliance with regulatory requirements, establishment of policies & procedures, project development skills, management & staffing, and organizational resources. Ms. Alpha also engages in onsite and remote delivery of targeted technical assistance with emphasis on written agreements, cross cutting federal requirements, and project structuring.
- **TDA/ Neighborhood Stabilization Grant Closeout and Coordination** – Ms. Alpha assist HUD with the coordination of the NSP closeout efforts and has co-authored procedural guidance to assist grantees with closeout. Ms. Alpha works directly with grantees to understand closeout criteria, assess readiness for closeout, and clear obstacles that may prevent closeout. She serves on the NSP Ask-A-Question pool and frequently presents webinars on a range of NSP topics.

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### ***Housing Analysis***

- **TDA/ Fair Housing Analysis**– Ms. Alpha has led TDA teams in the coordination and development of Analysis of Impediments to Fair Housing for city, county, and state clients. Her work in this area includes data analysis to reveal trends that affect fair housing choice; public outreach and stakeholder engagement to collect on-the-ground information about obstacles and opportunities in fair housing; review and analysis of fair housing complaints; and development of findings to illustrate fair housing concerns; and consultation with clients to develop recommendations that most effectively address findings within a client’s available resources.
- **TDA & GAO/ Housing Data Analysis**– Ms. Alpha spent two years at the U.S. Government Accountability Office where she reviewed housing programs including the Low Income Housing Tax Credit program, the Neighborhood Stabilization Program (NSP), and the Public Housing Program. Through these reviews, she collected original data on housing development outcomes and analyzed existing data collected by HUD and Treasury to assess progress toward program goals. This experience provided a unique insight into how both federal agencies and Congress use, evaluate, and value data on outcomes related to housing and community development programs.

### ***Affordable Housing and Community Development***

- **TDA/ Program Design and Implementation** – Ms. Alpha provides assistance to state and local governments, nonprofit organizations, and other agencies in the design, structure, finance, and implementation of housing and community development programs. She assists with structuring of written agreements, rental housing compliance, and coordination of HUD resources with Low Income Housing Tax Credit (LIHTC) transactions.
- **TDA and GAO/ Regulatory Compliance Review** – Ms. Alpha has reviewed a range of housing and community development programs for compliance with regulations and internal policies and procedures at the federal and local level. She has evaluated program performance and developed recommendations for achieving outcomes. Further she assists clients in structuring monitoring systems to ensure ongoing compliance and proper documentation of review.
- **Reno & Cavanaugh/ Mixed Income, Mixed Finance, Mixed Use** – Ms. Alpha has worked on complex transactions that combine a range of financing sources into single projects that provide diverse living environments as well as on-site amenities. These projects often provide the important retail and community resources that were previously lacking in a distressed community. In addition to ensuring affordability requirements for low income residents, incorporating these features into residential construction requires careful legal and planning considerations to protect the rights of tenants, establish the responsibilities of the parties, and ensure proper documentation of agreements. Ms. Alpha has also helped structure mixed-income, integrated condominium projects involving rental public

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housing, affordable rental and homeownership units, and market rate for-sale units, with a bifurcated construction/operations ownership structure and phased regulatory releases.

- **Reno & Cavanaugh/ Public Housing Administration** – Ms. Alpha has worked with public housing agencies across the county to help them understand HUD’s rules for the use of public housing operating subsidies, the Section 8 Housing Choice Voucher program, and the Moving to Work program. In this capacity, she has assisted clients in problem solving and managing programs to comply with federal requirements.
- **Reno & Cavanaugh/ HOPE VI Across the U.S.** - Ms. Alpha assisted public housing authorities across the country in a dozen states from California to Connecticut with the structuring and implementation of their HOPE VI grants to improve neighborhoods through leveraging public and private funds. This assistance has included guidance on financing mechanisms and private financing options, local government approvals and participation, resident engagement, HUD-assisted housing program requirements, and federal cross cutting requirements such as Davis Bacon and Environmental Review.
- **Reno & Cavanaugh/ Chicago’s Plan for Transformation** - Ms. Alpha served as special counsel to the Receiver of the Chicago Housing Authority to assist with the legal and program management of the largest and most comprehensive redevelopment of public housing in the nation’s history involving the planned redevelopment of 25,000 units and nine public housing sites into revitalized, mixed-income communities. Using the HOPE VI program as a catalyst for redevelopment, the Plan for Transformation brought together stakeholders across the city and the country to effect changes in distressed neighborhoods. As special counsel, Ms. Alpha managed the affordable housing development teams consisting of dozens of public and private partners; negotiated and drafted transactional documents, including documents required by the LIHTC, HOME, CDBG, and Federal Home Loan Bank programs; assisted in developing the terms for the use public housing operating subsidies; and guided transactions through the HUD approval processes.

#### **Education and Professional Certifications**

- J.D., University of Pittsburgh School of Law, 2001
- M.P.A, Public Management & Policy, University of Pittsburgh Graduate School of Public and International Affairs (GSPIA), 2001
- Certification in Nonprofit Management, University of Pittsburgh, GSPIA, 2001
- B.A., Political Science/English Writing, University of Pittsburgh, 1996
- HOME Certification- Regulations

#### **Employment History**

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**PAMELA J. PAIGE**  
**SENIOR PROJECT ASSOCIATE, TDA**

**Professional Summary**

Pamela Paige has over fifteen years of experience as program manager within a variety of organizations including grassroots community development organizations dedicated to improving quality of life. Responsibilities evolved into expertise in project management, project support, capacity building, and public engagement. Managed comprehensive community outreach and public engagement initiatives including multi-tiered outreach and public meetings. Spent twenty years managing tenant relations for real estate rental businesses.

**Professional Experience**

***Project Support***

- **TDA, Inc.** – Currently in the seventh year of conducting activities to support HUD grant contract compliance for billing and reporting; providing support for technical assistance projects including populating the HUD online database (WASS) for the AFHs; providing logistical and registration management for HUD trainings and workshops; and managing assignments for HUD Ask-A-Question database.
- **Greater Northwest Community Coalition, Inc.** - As only paid staff for three years, prepared the federal, state, local, and foundation grant reports, published monthly newsletter, compiled and distributed Board of Directors and committee agendas, reports, and minutes. Worked with federal and state auditors. Responded directly to hundreds of people per year.
- **Paige Real Estate Management** – For nearly 20 years, managed accounts receivable and accounts payable, drafted and monitored asset management budgets, worked with tax preparer. Managed tenant lease processes and relations.

***Public Engagement***

- **TDA, Inc.** – Provided support during focus groups and stakeholder interviews for the Clayton County, GA Assessment of Fair Housing project.
- **Greater Northwest Community Coalition, Inc.** – Managed two-year comprehensive Strategic Neighborhood Action Plan Initiative, provided administrative, marketing, and logistical support, which covered quality of life, academic, economic development, and housing. Facilitated collaboration of 26 neighborhoods associations, 300 community members, business partners, and government officials during a combined 50 forum, committee, and neighborhood meetings. Managed the moveable parts; worked with a diverse population of volunteers; researched best methods for holding various types of

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public meetings to ensure desired outcomes, planned and facilitate events; made attendees feel confident that their voices will be heard and that their suggestions will be considered as part of the process. Practiced public advocacy as representative during neighborhood, city/state and funding agency meetings.

- **Making The Connection** – Contracted with Baltimore City Public Schools to provide Family Engagement Services to a middle school challenged with low parent and family participation, and high truancy and discipline rates.
- **Coppin State University** – As an Adult Learning Instructor, developed four computer-based workforce development courses and delivered them free to adult students during forty public training sessions.

#### ***Capacity Building***

- **Greater Northwest Coalition** - Developed proposals that secured funding; administered federally, state and privately funded public safety, neighborhood revitalization, and senior housing repair programs.
- **TuTTie's Place** – Developed and implemented strategies for increasing the organization's image and online presence, seeking funding, developing youth-based programs, applying for grants, and seeking donations from individuals and businesses.

#### **Education and Professional Certifications**

- Bachelor of Science, Business Management, University of Baltimore, Maryland

#### **Employment History**

- Senior Project Associate, TDA Consulting, Inc. – 2010 to Present
- Program Director, Making The Connection – 2010 to Present
- Adult Learning Instructor, Coppin State University – 2010 to 2013
- Marketing Specialist, TuTTie's Place – 2006-2009
- Program Director, Greater Northwest Community Coalition, Inc. – 2002-2005
- Secretary/Treasurer, Paige Real Estate Management – 1993-2005
- Administrative Specialist, Garwyn Oaks Housing, Inc. – 2001-2002
- Technical Support Manager, St. Paul Companies, Inc. – 1980-1999

#### **Professional Affiliations and Awards**

- Baltimore Cash Campaign, Financial Coach, 2 years

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**ERICH CHATHAM**  
**MANAGING PARTNER, CIVITAS, LLC**

**Professional Summary**

**Erich Chatham**, managing partner of Civitas, a community and economic development consulting firm based in Charleston, SC, that regularly partners with TDA, has been a key part of TDA's team across the country on regional and statewide AIs and more recently on AFHs. He has gained nearly 10 years' experience working on economic and community development projects with local governments, for-profits and nonprofits across South Carolina, North Carolina, Louisiana, Florida, Georgia, California and Texas. Chatham works with local governments on urban revitalization initiatives utilizing CDBG program funding. He also recently worked with several OneCPD grantees to overhaul HOME and CDBG policies and procedures manuals to conform to updated HUD regulations. Chatham also has extensive experience working with the new eCon Planning suite and serves as an IDIS trainer. Chatham holds an MPA from the College of Charleston, and a BA in history from Oglethorpe University.

**Professional Experience**

- Managing Partner, Civitas, LLC – 2008 to Present: As Managing Partner Erich has served a wide range of client's technical assistance needs including:
- Training and Development Associates (TDA) Subcontract technical assistance providers for national level HUD One CPD programs including CDBG, HOME, NSP, eCon Planning, DRGR, IDIS, & ESG.
- Consolidated Planning & Analysis of Impediments to Fair Housing Choice
- NALCAB – National Association for Latino Community Asset Builders to Subcontract technical assistance providers for national level HUD One CPD programs including CDBG, HOME, NSP, eCon Planning, DRGR & IDIS
- The NRP Group Low Income Housing Tax Credit (LIHTC) project development
- Multi-family Residential Development Feasibility
- Front Porch Strategies Affordable Housing Development Consulting
- HUD One CPD program monitoring and grantee technical assistance including IDIS training
- City of Spartanburg, South Carolina Consolidated Planning, Analysis of Impediments to Fair Housing Choice HOME & CDBG policies and procedures development.

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- Horry County, South Carolina o Consolidated Planning & Analysis of Impediments to Fair Housing Choice
- Waccamaw Regional Council of Governments Consolidated Planning, Regional Housing Needs Assessment O Analysis of Impediments to Fair Housing Choice
- Charleston County, SC & City of North Charleston, SC Consolidated Planning Assistance & Data Collection
- Myrtle Beach Housing Authority NSP project monitoring and compliance reporting
- Grand Strand Housing & CDC HOME & LIHTC rental housing project development
- Town of Bluffton, SC NSP project monitoring and compliance reporting
- Homes of Hope
- HOME rental housing project development Charleston County, SC & City of North
- Graduate Intern, Urban Land Institute South Carolina – 2008
- Graduate Assistant, College of Charleston – 2006 to 2007
- Teacher, Economics & Government, Department Chair and Head Coach, Our Lady of Mercy Catholic High School – 2002 to 2006

#### **Education and Professional Certifications**

- M.P.A., The College of Charleston
- B.A., History, Oglethorpe University
- Georgia Secondary Education Certificate, Social Studies, Oglethorpe University
- Member, National Association of Housing & Redevelopment Officials
- GIS Technician & Analyst
- HUD - Certified Housing Counselor (as certified by The Association of Housing Counselors)
- HUD – HOME Program Certified Specialist: Rules & Regulations

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Original



# **City of Merced Housing Division**

## **Community Development Block Grant**

## **Home Investment Partnership Program**

**Response to:**

**Request for Proposals  
Consolidated Plan  
First Year Action Plan  
Analysis of Impediments to Fair Housing**

***COST PROPOSAL***

**Submitted Thursday August 16, 2019 4:00pm**

**by**

**TDA Consulting, Inc. ("TDA")**



Tab 9. Detailed Cost of Services

Proposed Labor Costs			
<b>Hours: Senior Project Manager</b>		80.00	
Alpha, J	Rate per hour	167.98	\$ 13,438.40
<b>Hours: Project Manager</b>		80.00	
Cook, M	Rate per hour	\$ 167.98	\$ 13,438.40
<b>Hours: Project Manager</b>		204.00	
Chatham, E	Rate per hour	\$ 164.39	\$ 33,535.56
<b>Hours:</b>		40.00	
Paige, P	Rate per hour	\$ 69.31	\$ 2,772.40
<b>Hours: Budget Manager</b>		4.00	
Reese, M	Rate per hour	\$ 112.77	\$ 451.08
<b>Hours:</b>		0.00	
<b>Subtotal</b>		\$ 63,635.84	\$ 63,635.84
<b>Total Hours</b>		\$ 408.00	

Proposed Other Direct Costs			
<b>Air or Rail Fare</b>	\$ 500.00	3.00	\$ 1,500.00
<b>Car Rental</b>	\$ 50.00	5.00	\$ 250.00
<b>Parking</b>	\$ 50.00	10.00	\$ 500.00
<b>Other: Gas</b>	\$ 1.00	100.00	\$ 100.00
<b>Subtotal Travel</b>	\$ 2,350.00		\$ 2,350.00
<b>Days of Lodging</b>	10.00		
<b>Lodging Per Diem (aver, mult locations)</b>	\$ 94.00		
<b>Estimated Lodging Taxes (20%)</b>	\$ 188.00		
<b>Subtotal Lodging</b>	\$ 1,128.00		\$ 1,128.00
<b>Days of Meals</b>	10.00		
<b>Meals &amp; Incidentals Per Diem (aver, multi sites)</b>	\$ 55.00		
<b>TOTAL OTHER DIRECT</b>	\$ 4,028.00		\$ 4,028.00
<b>General/Administrative</b>	\$ 1,185.84		\$ 1,185.84
<b>Plus Total Labor (from left)</b>	\$ 63,635.84		\$ 63,635.84
<b>Fee</b>	\$ 6,884.97		\$ 6,884.97
<b>TOTAL BUDGET</b>	\$ 75,734.65		\$ 75,734.65

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***Total Cost - \$75,735.00. (Seventy-Five Thousand Seven Hundred Thirty Five dollars and no cents).***

**Housing Condition Windshield Survey**

***TDA proposes this work at \$186.00 per/hr.***

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## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Merced, a California Charter Municipal Corporation, State of California, as the implementer and recipient ("recipient") of the Community Development Block Grant ("CDBG") Program and Home Investment Partnership Act ("HOME") Program (hereinafter referred to as "City") and TDA Consulting, Inc., a Corporation (hereinafter referred to as "Consultant").

### **WITNESSETH**

WHEREAS, City is undertaking a project to prepare the 2020-2024 Department of Housing and Urban Development ("HUD") Consolidated Plan/Annual Action Plan and Analysis of Impediments to Fair Housing Choices; and,

WHEREAS, City has received a CDBG grant from HUD under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the "Act"); and,

WHEREAS, City has received a HOME grant under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended; and,

WHEREAS, the CDBG grant and HOME grant shall collectively be referred to as the "Grants;" and,

WHEREAS, Pursuant to such Grants, City is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and,

WHEREAS, City desires to engage Consultant to render certain services, programs, or assistance in connection with such undertakings of the Community Development Programs.

NOW, THEREFORE, in consideration of the Mutual Promises and covenants contained herein and for other good valuable consideration, the receipt are sufficiency of which is hereby acknowledge and agreed, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICE.** Consultant shall provide the consultant services in accordance with the provisions of Exhibit "A," attached hereto and incorporated herein by reference.

2. **TERM OF AGREEMENT.** The services of Consultant are to commence on October 21, 2019, and end on June 30, 2020, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement. The contact for City shall be the Housing Division at the City of Merced, 678 West 18th Street, Merced, California 95340.

3. **COMPENSATION.** Consultant shall be paid a total consideration of Seventy-Five Thousand Seven Hundred Thirty-Four Dollars and Sixty-Five Cents (\$75,735), for full performance of the services specified under this Agreement, in conformity with the approved program proposal and cost proposal document which is attached to this Agreement as Exhibit "B," and incorporated herein by reference. Funds will be dispersed in two (2) equal payments of Twenty-five Thousand Dollars (\$25,000.00), plus a third (3rd) and final payment of Twenty-five Thousand Seven Hundred Thirty-Five Dollars (\$25,735).

The First Draw can be requested after October 21, 2019, but all draws must be requested before June 30, 2020.

In every case, payment will be made subject to receipt of a requisition for payment from Consultant specifying and certifying that such expenses are in conformance with this Agreement, with backup documentation included, and that Consultant is entitled to receive the amount requisitioned under the terms of this Agreement.

Consultant shall notify City in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

4. **USE OF FUNDS.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570,



OMB Circulars A-21, A-87, and A-122, and other current regulations governing the CDBG Program and HOME Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Said regulations are incorporated by reference. In addition, Consultant agrees to comply with other applicable laws, including Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Executive Order 11063.

Further, any funded activity must be designed or so located as to principally benefit low/mode rate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

## **5. AGREEMENTS WITH SUBRECIPIENTS.**

A. Prior to disbursing any CDBG funds and HOME funds to a subrecipient, the recipient shall sign a written agreement with such subrecipient. The agreement shall remain in effect during any period that the subrecipient has control over CDBG funds and HOME funds, including program income.

B. At a minimum, the written agreement with the subrecipient shall include provisions concerning the following items:

1) Statement of work. The agreement shall include a description of the work to be performed, a schedule for completing the work, and a budget. These items shall be in sufficient detail to provide a sound basis for the recipient to effectively monitor performance under the agreement.

2) Records and reports. The recipient shall specify in the agreement the particular records the subrecipient must maintain and the particular reports the subrecipient must submit in order to assist the recipient in meeting its record keeping and reporting requirements.

3) Program income. The agreement shall include the program income requirements set forth in 24 CFR 570.504 (c).

4) Uniform administrative requirements. The agreement

shall require the subrecipient to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

5) Other program requirements. The agreement shall require the subrecipient to carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR Part 570, except that:

(i) The subrecipient does not assume the recipient's environmental responsibilities described at 24 CFR 570.604; and,

(ii) The subrecipient does not assume the recipient's Responsibility for initiating the review process under Executive Order 12372.

6) Conditions for religious organizations. Where applicable, the conditions prescribed by HUD for the use of CDBG funds and HOME funds by religious organizations shall be included in the agreement.

7) Suspension and termination. The agreement shall specify that, in accordance with 24 CFR 85.43, suspension or termination may occur if the subrecipient materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

8) Reversion of assets. The agreement shall specify that upon its expiration the subrecipient shall transfer to the recipient any CDBG funds and HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds and HOME funds. It shall also include provisions designed to ensure that any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds and HOME funds in excess of \$25,000 is either:

(i) Used to meet one of the national objectives in §570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the recipient; or,

(ii) Is disposed of in a manner which results in the

recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds and HOME funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

**6. PROGRAM INCOME.** Program income derived from the project, if any, shall revert to City for use in the CDBG Program and HOME Program.

**7. ASSIGNMENT.** Without written consent of City, this Agreement is not assignable by Consultant, either in whole or in part.

**8. ALTERATION.** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

**9. REVERSION OF ASSETS.** If the Consultant becomes insolvent, all furniture and equipment purchased partly or totally with CDBG funds and HOME funds as well as any unused CDBG funds and HOME funds shall be returned to the City for disposition.

**10. GENERAL TERMS AND CONDITIONS.**

A. Consultant agrees to submit quarterly program status reports to City, and other reports as may be required.

B. Consultant agrees to maintain racial, ethnic, gender, head of household and family size data showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to City quarterly. The report shall include racial/ethnic, gender, and disability status of all clients served, consistent with "OMB Standards for Federal Data on Race and Ethnicity: HUD Policy Statement and Implementing Guidelines (dated August 13, 2002).

C. Consultant agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall

document all transactions so that all expenditures may be properly audited.

D. Consultant agrees that City or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.

E. Consultant agrees to provide to City at Consultant's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Consultant, including the distribution of CDBG Funds and HOME funds for fiscal year 2019/2020 to be delivered to City by December 1, 2019.

F. Consultant hereby severally warrants that all project records, books, papers, and documents will be retained for a period of not less than four (4) years after the project terminates and grants City the option of retention of the project records, books, papers, and documents.

G. Consultant agrees to obtain all necessary permits for intended activities.

H. Advice of Prevailing Wage: Pursuant to Section 1781 of the Labor Code, Consultant/Contractor is advised that the work contemplated in this contract may be subject to the payment of prevailing wages and all other requirements of the Prevailing Wage Law. The prevailing wage of each job classification may be found by inquiry with the California Department of Industrial Relations. Consultant/Contractor shall comply with all laws related to the performance of public work including, but not limited to, the employment of apprentices pursuant to Section 1777.5 of the Labor Code, work day/week hours and overtime rates pursuant to Sections 1813 and 1815 of the Labor Code and the obligation set forth in Sections 1774-1776 of the Labor Code in regards to payment of prevailing wages and to provide the City of Merced and Department of Industrial Relations certified payrolls when required. A certified copy of all payroll records relative to this project shall be submitted to the City of Merced along with the related invoice. Receipt of certified payroll records is a prerequisite to receiving payment.

No Consultant/Contractor or sub-consultant/contractor may be listed

on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. No Consultant/Contractor or sub-consultant/contractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. All Consultants/Contractors or sub-consultants/contractors must furnish electronic certified payroll records to the Labor Commissioner. This requirement applies to all public works projects, whether new or ongoing. Consultant/Contractor is further advised that the work contemplated herein is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

I. Consultant hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of Consultant who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or subagreement, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

J. The undersigned persons signing as officers on behalf of Consultant, a party to this Agreement, hereby severally warrants and represents that said persons have authority to enter into this Agreement on behalf of said Consultant and to bind the same to this Agreement on behalf of said Consultant and to bind the same to this Agreement, and, further that said Consultant has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporated or bylaws against entering into this Agreement.

K. City shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Consultant, its staff or clientele, and Consultant hereby agrees to Protect, defend (with counsel selected by City), hold harmless and indemnify City from and against any and all liabilities for debts, obligations , and negligence. No

payment, however, final or otherwise, shall operate to release Consultant from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecutions or defense of said action.

L. Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Consultant is not an employee of City and is not entitled to any of the rights, benefits, or privileges of City employees, including but not limited to medical, unemployment, or Workers' Compensation insurance.

#### **11. HOLD HARMLESS AND INDEMNITY AGREEMENT.**

Consultant shall hold the City, its agents, officers, employees, and volunteers, harmless from and save, protect, defend (with counsel selected by City), and indemnify them against any and all claims, losses, liabilities, and damages from every cause, including, but not limited to, injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Consultant, whether or not the act or omission arises from the sole negligence or other liability of Consultant, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

#### **12. SPECIAL TERMS AND CONDITIONS**

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. However, Consultant may not terminate An Assignment of Proceeds and Grant of Lien without written consent of City. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

B. Further, City reserves the right to terminate this Agreement upon written notification to Consultant under the following conditions:

1) Notification by HUD to the City that said project is ineligible because of project location, services provided, or any other

reason cited by HUD.

2) Notification by HUD to City that said project is deficient and that contained support of the project is not providing an adequate level of service to low /moderate income or minority people.

3) Written notification from HUD to City that the program funds made available to City are being curtailed, withdrawn, or otherwise restricted.

C. City also reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions:

1) Failure of Consultant to file required reports; or,

2) Failure of Consultant to meet project dates or deadlines; or,

3) Expenditure of funds under this Agreement for ineligible Activities, services, or items; or,

4) Failure to comply with written notice from City of substandard performance in scope of services under the terms of this Agreement.

D. Consultant agrees that by accepting this Agreement Consultant covenants and agrees not to institute or cause to be instituted litigation against City for any purpose whatsoever on behalf of itself or third parties, excepting breach of the terms hereof. A breach of this provision by Consultant shall entitle City to summarily terminate this Agreement and to a full and complete refund of all sums paid by City to Consultant during the term of this Agreement.

### **13. OTHER PROVISIONS.**

A. During the performance of this Agreement Consultant agrees as follows:

1) Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, sexual orientation, familial status, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) Consultant will provide, in all solicitations or advertisements for employees placed by or on behalf of Consultant, a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

B. EQUAL OPPORTUNITY IN PARTICIPATION. Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with City policy and all requirements imposed by or pursuant to this section, no person in the United States shall, on the ground of race, color, religion, sex, age, handicap, sexual orientations, ancestry, national origin, familial status, or any other basis prohibited by applicable law, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity founded in whole or in part with the Community Development Funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

Consultant may not directly or through contractual or other arrangements, on the ground of race, color, religion, sexual orientation, ancestry, national origin, age, handicap, familial status, sex or any other basis prohibited by applicable law:



1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.

3) Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

4) Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

5) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided, under the program or activity.

6) Deny an opportunity to participate in a program or activity as an employee.

C. BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOW/MODERATE INCOME RESIDENTS. Consultant will conform to the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701 u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

D. PROVISIONS OF THE HATCH ACT. Neither Consultant program nor the funds provided therefore, nor the personnel employed in the administration of the program, shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

E. DRUG-FREE WORK PLACE. Consultant will maintain a drug free work place and will comply with all applicable Federal, State, and local laws pertaining to a drug-free work place.

F. PROVISIONS REQUIRED BYLAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, City's City Council, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk of by actions on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and Consultant has caused this Agreement to be executed.


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:

  
\_\_\_\_\_  
City Attorney

9/25/19  
\_\_\_\_\_  
Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

CONSULTANT  
TDA Consulting, Incorporated,  
A Corporation

BY: \_\_\_\_\_  
(Name of Authorized Representative)

ITS: \_\_\_\_\_  
(Title of Authorized Representative)

Taxpayer I.D. No. \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

## EXHIBIT A

(ATTACH CONSULTANT PROPOSAL HERE)

## EXHIBIT B

(Attach Cost Proposal here)



## ADMINISTRATIVE REPORT

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### Agenda Item J.6.

Meeting Date: 10/21/2019

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*Report Prepared by: Kimberly Nutt, Housing Program Specialist, Development Services  
Department/Housing Division*

**SUBJECT:** Allocation of Fiscal Year 2019/20 Community Development Block Grant (CDBG) to Fund Sub-Grantee Programs and Approval of Agreements with Sierra Saving Grace Homeless Project, Merced Rescue Mission, Habitat for Humanity of Stanislaus County, Restore Merced, Inc., and County of Merced for their Respective Programs Previously Approved with the 2019 Annual Action Plan

### REPORT IN BRIEF

Considers authorizing the execution of Community Development Block Grant Sub-Grantee agreements for Sierra Saving Grace and Merced Rescue Mission's Acquisition/Rehabilitation Programs, Habitat for Humanity of Stanislaus County's Homeowner Rehabilitation Program, Restore Merced's Neighborhood Cleanup Program, and County of Merced's Continuum of Care Collaborative Applicant Program.

### RECOMMENDATION

**City Council** - Adopt a motion:

A. Approving agreements for programs identified in the 2019 Department of Housing and Urban Development (HUD) Annual Action Plan using Community Development Block Grant (CDBG) funds from the 2019/20 Fiscal Year (Accounts: 018-1301-552.17.00/Professional Services, and 018-1301-552-29.00/Supplies and Services, per previous City Council recommendation for:

1. An agreement with Sierra Saving Grace Homeless Project ("Sierra Saving Grace Homeless Project") for Acquisition and Rehabilitation of a Residence in the amount of \$300,000; and,
2. An agreement with Merced Rescue Mission ("Hope for Families") for Acquisition and Rehabilitation of a Residence in the amount of \$297,000; and,
3. An agreement with Habitat for Humanity, Stanislaus County ("A Brush With Kindness") for Homeowner-Occupied Single-Unit Rehabilitation in the amount of \$300,000; and,
4. An agreement with Restore Merced, Inc. ("Restore Jobs") for a Neighborhood Cleanup Program in the amount of \$60,000; and,
5. An agreement with County of Merced/Collaborative Applicant for the Continuum of Care Program in the amount of \$38,000.

B. Authorizing the City Manager or the Assistant City Manager to execute, and if necessary, make minor modifications to the agreements described above and as attached, and all associated documents; and,

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

## **ALTERNATIVES**

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

## **AUTHORITY**

Section 200 of the City of Merced Charter, City of Merced 2019 HUD Annual Action Plan, and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG, including Subpart K of these regulations).

## **CITY COUNCIL PRIORITIES**

As approved by City Council on June 17, 2019, and budgeted for in the Fiscal Year 2019-20 Adopted Budget.

## **DISCUSSION**

Staff is requesting Council consideration of four (4) agreements with sub-recipients to carry out their respective programs, as approved in the 2019-20 Annual Action Plan. Two of these programs are acquisition with rehabilitation programs, with the others being homeowner-occupied rehabilitation and administrative activities related to Continuum of Care. These agreements are funded by the HUD Community Development Block Grant Program. Staff will monitor and oversee the sub-recipients to ensure the activities are carried out per the Housing and Urban Development (HUD) program guidelines.

The 2019 HUD Annual Action Plan identified and budgeted all of these activities, which meet the basic HUD eligibility requirements. Staff has worked with these sub-recipients to ensure they have sufficient time to complete the activities and provide the City with progress reports. The sub-recipients' services will be reimbursed upon submittal of an approved invoice and report describing their accomplishments. All five of these programs were funded last fiscal year, and all were successful in meeting their goals.

### **Sierra Saving Grace**

Sierra Saving Grace Homeless Project (SSG) is a non-profit organizations whose mission is to provide an inter-faith and community-based safety net for chronically-homeless individuals and families who are either underserved or not served by existing programs and services. SSG promotes

a “housing first” approach to solving homelessness through the provision of intensive case management, advocacy, and services in recognition of the fundamental worth and dignity of all individuals.

With CDBG funding through the City, SSG will be able to acquire a single-family or possibly a two-unit property for their program. The acquisition of the property will allow for an affordable payment by the non-profit, while turning the unit(s) from regular, market-rate housing to affordable housing to help those experiencing homelessness. With the average person served by SSG having a social security income of approximately \$900, these individuals are not able to find any housing they can afford and become homeless. With lack of available units and increasing rents a continuing issue for those with low income, the unit(s) purchased by SSG will help to alleviate the problem for one or two families facing this hardship.

#### Merced Rescue Mission

The Merced Rescue Mission is a nonprofit organization with a mission to provide hope and serve people who are homeless and needy in Merced County. The Rescue Mission provides invaluable services to the homeless community, including providing meals and multiple levels of housing, including overnight shelter and transitional and permanent supportive housing. The Rescue Mission also provides service coordination and navigation for participants in their programs to help them achieve personalized goals that will lead to stability and positive productivity. The Rescue Mission operates with donations and other grant funding, including separate CDBG funding also approved by the City Council and HUD for the seasonal Warming Center.

With CDBG funding for their acquisition program, the Rescue Mission will secure a single-family property with the goal of renting this home to a homeless family with young children. The acquisition of the property, like SSG, will allow the Rescue Mission to assist with providing affordable housing to an income-eligible household for a greatly reduced amount.

#### Habitat for Humanity of Stanislaus County

Habitat for Humanity of Stanislaus County is a non-profit organization based in Modesto, California, and has been handling the City of Merced’s Homeowner-Occupied Housing Rehabilitation Program successfully for several years. The new 2019-20 contract will cover a two-year span of work and will allow approximately six homes to be rehabilitated over the contract period. If contracted funds are not spent over the two-year period, the contract is extendable on a per-year basis.

The “A Brush for Kindness” program provides low-income homeowners an opportunity to complete essential interior and exterior repairs in their homes up to a \$50,000 maximum total cost, including new or repaired roofing, lead paint testing and remediation, HVAC updates, energy-efficient windows, and plumbing repairs. These repairs and improvements help to preserve existing homes and improve living conditions for the homeowners. Homeowners are required to contribute ten percent of the total labor and must be within specific income guidelines.

#### Restore Merced, Inc.



Restore Merced, Inc. is a community development effort “focused on creating opportunities for low-moderate income residents to experience spiritual, social, and economic flourishing,” employing an asset-based approach by looking at areas of need in Downtown neighborhoods to determine where to invest their time and energy.

With CDBG funding through the City, the Restore Jobs program will be providing weekly-rotating neighborhood cleanup projects in the Downtown area and along Bear and Black Rascal Creeks. The cleanup projects will provide valuable work experience and training for individuals who have been formerly homeless, incarcerated, or are in addiction recovery. The program seeks to be a stepping stone to meaningful employment opportunities for individuals seeking positive re-entry, pride in self-sufficiency, and income stability, while restoring and beautifying our public spaces.

Their 2018-19 program proved beneficial to the City’s Downtown and areas along Bear and Black Rascal Creeks that typically accumulate rubbish, while successfully providing work experience, training, mentorship, and case management for the program participants.

#### Merced County - Continuum of Care Collaborative Applicant

The Collaborative Applicant is the business entity of the Merced City and County Continuum of Care (CoC) Program through the Merced County Human Services Agency (HSA). The CoC is a group of government agencies and nonprofit organizations that work to prevent and reduce homelessness, and the Collaborative Applicant, overseen by the HSA, is responsible for ensuring the Continuum of Care (CoC) is implemented.

With the CDBG funding from the City of Merced, the Collaborative Applicant/HSA will be able to provide administrative support to the Merced City and County CoC board and general membership, by:

1. Developing and posting monthly meeting agendas and minutes for the public and interested community agencies and organizations.
2. Collecting monthly grantee reports for the Merced City and County CoC board for their review of grant status.
3. Monitoring grantees during grant periods, reporting any findings, and providing technical support.
4. Ensuring the CoC and grantees are in compliance with all Federal and State regulations regarding homelessness programs and projects.
5. Researching and applying for funding opportunities through Federal, State, and other programs.
6. Assisting in administering and developing collaboration between County-wide agencies that address homelessness.

At the conclusion of the 2019-20 CDBG program year, the accomplishments of the above programs and contracts will be reported in the City’s Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER is a HUD-required report that summarizes and analyzes the accomplishments of the City’s CDBG and other program funding and each activity.

**Contract not included in Council Action**

When the 2019 Annual Action Plan was approved this June, funding was also approved for Project Sentinel, Inc. for fair housing services under CDBG public services. The 2019 contract is currently being reviewed by HUD, however, to ensure that it qualifies under HUD's eligibility requirements. City staff is currently researching to look into whether HUD's fair housing requirements may be accomplished in-house. This contract may be brought to Council separately at a later time.

**IMPACT ON CITY RESOURCES**

These agreements do not require any expenditure from the General Fund. Funds used will be from Accounts 018-1301-552-17.00 (Professional Services) and 018-1301-552-29.00 (Supplies and Services).

**ATTACHMENTS**

1. Agreement with Sierra Saving Grace Homeless Project - Acquisition/Rehabilitation
2. Agreement with Merced Rescue Mission - Acquisition/Rehabilitation
3. Habitat for Humanity of Stanislaus County - Homeowner-occupied Rehabilitation
4. Restore Merced, Inc. - Neighborhood Cleanup
5. Merced County - Continuum of Care Collaborative Applicant

**Agreement between City of Merced  
AND Sierra Saving Grace Homeless Project  
With funds provided by  
Community Development Block Grant  
For the Acquisition of a Residence  
For the “Sierra Saving Grace Homeless Project” Program**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Merced (herein called the “Grantee”) and Sierra Saving Grace Homeless Project (herein called the “Subrecipient”).

WHEREAS, The Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 under the Community Development Block Grant (B-19-MC-06-0044) (“CDBG”) and administered by the U.S. Department of Housing and Urban Development (“HUD”) (14.218-Entitlement Grant) with a Federal Award Date of August 22, 2019; and,

WHEREAS, Grantee adopted a Five-Year Consolidated Plan on May 14, 2015, which identifies projects for permanent supportive housing for the chronically homeless and extremely low- and low-income households, as essential to the community; and,

WHEREAS, on June 17, 2019, the City approved an allocation of \$300,000 of its Community Development Block Grant funding (“CDBG”), through the program year 2019-2020 Annual Action Plan, to provide funding for purchase of a property for the Subrecipient’s “Sierra Saving Grace Homeless Project” acquisition program (herein called the “Program”); and,

WHEREAS, Grantee received an application from Subrecipient which proposes to administer an acquisition program (“Sierra Saving Grace Homeless Project”), by purchasing and rehabilitation/repair of single-family, duplex, or triplex housing units for reuse as rental housing for extremely low- or low-income and/or chronically homeless individuals and families within the City of Merced city limits; and,

WHEREAS, Acquisition (with Rehabilitation) Projects are an eligible “Public Service” for the use of CDBG funds, pursuant to 24 CFR, Section 570.202(b)(1). Specifically, “Public Services” are defined by 24 CFR, Section 570.201(e) as allowing for the provision of services (including labor,

supplies, and materials) including, but not limited to, those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, homebuyer downpayment assistance, or recreational needs.

WHEREAS, 24 CFR 570.202(b)(1) allows for CDBG funds to be used to finance private individuals or entities, including nonprofit organizations, through the use of grants, loans, and other means, to acquire and rehabilitate properties for use for residential purposes; and,

WHEREAS, use of CDBG funds for Acquisition and Rehabilitation of properties benefitting extremely low-income, low-income, and chronically homeless individuals and families tracts meets the Goals and Policies found in Chapter 9 (Housing Element) of the Merced Vision 2030 General Plan, adopted on July 18, 2016, by the City Council; and,

WHEREAS, Grantee has determined, and Subrecipient certifies, that the activities and services being provided pursuant to this Agreement furthers the needs of the City, as well as the policy and intent of the City's CDBG Program's goals and objectives as identified in the City's 2015-2020 Consolidated Plan and 2019 Annual Action Plans; and,

WHEREAS, Subrecipient represents that it has the necessary experience and expertise in providing these services in a manner satisfactory to Grantee to implement the Program; and,

WHEREAS, the Subrecipient represents it is qualified and willing to provide such services pursuant to terms and conditions of this Agreement; and,

WHEREAS, Subrecipient shall comply with CDBG regulations, 24 CFR 570, including, but not limited to 2 CFR 230 et. seq., cost principles for non-profit organizations; and,

WHEREAS, Subrecipient is a Non-Profit Organization exempt from Federal income tax under Internal Revenue Code (IRC) Section 501(c)(3) with a local primary business address of 710 W. 18th Street, Suite 18, Merced, California 95340, and EIN: 27-4663143, and DUNS No. 969818736; and,

WHEREAS, the purpose of this Agreement is to set forth the responsibilities of the Grantee and Subrecipient in accomplishing the

objectives of the HUD CDBG as set forth in the Housing and Community Development Act of 1974. The CDBG program and funds related thereto are referred to from time to time as the “CDBG Program” or “CDBG Funds”; and,

WHEREAS, the Subrecipient’s services will be delivered from Subrecipient’s office in Merced, California.

WHEREAS, Grantee agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for Grantee hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

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

## **I. SCOPE OF SERVICE**

### **A. Activities**

General Statement: During the 2019-20 fiscal year, the Subrecipient will be responsible for the acquisition of residential property located both within City of Merced city limits and in one of the City’s eligible census tracts, using the assistance of CDBG funds provided by the Grantee and in a manner satisfactory to the Grantee, consistent with any standards required as a condition of providing these funds. Property(ies) purchased will be used solely for residential purposes, to provide housing for individuals and families that meet income eligibility requirements and the intent of the Program.

The primary goal for the Subrecipient will be to house homeless individuals at the property purchased with the funds provided, per the Subrecipient’s proposal, as amended and approved by the Grantee.

#### **1. Program Delivery:**

The CDBG Allocation of \$300,000, referenced herein above, shall be directed toward the following deliverables:

Activity #1: The Subrecipient will administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, State, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee, the primary goal for the Subrecipient will be to house extremely low-income, low-income, or homeless individuals and/or families at the property purchased with the funds provided, per the Subrecipient's proposal, as amended and approved by the Grantee. Proper backup documentation for all requested reimbursements shall be provided, and accuracy of all calculations shall be ensured prior to submittal of all invoices.

Activity #2: Subrecipient shall submit required documentation, which identifies income category qualifications, ethnicity, race, and other pertinent information of all individuals served by the Program, which HUD may require for the "Public Service." This reporting shall be performed quarterly and at year-end.

Quarterly Reporting of this project shall include:

- Number of occupants per quarter
- Income of each head of household
- Amount paid in rent by each head of household
- Length of stay of each family/occupant
- Total amount remitted to the City of Merced
- Total amount used by Subrecipient for utilities, PG&E, etc.
- Total amount set aside by Subrecipient for maintenance fund

## 2. Specific Requirements:

- a. Subrecipient shall utilize dollars obtained through other funding sources to support necessary operating costs, in order to ensure the program can become self-sustaining.
- b. Participants shall pay a maximum of 30% of their monthly gross income to support Program costs. Of the entire 30%:

- 10% will be remitted to the City of Merced.
  - 80% will be used by the Subrecipient to cover utilities, electricity, and administrative costs.
  - 10% will be retained by the Subrecipient in a maintenance account to pay for future costs.
  - As per HUD's Rules and Regulations CFR Part 92 - all Program participants will be required to enter into a 1 year lease agreement.
- c. Families are to be screened prior to being approved for the Program to ensure they: 1) meet eligibility requirements, and, 2) will be successful in utilizing their time in the Program to obtain permanent housing. Participants will be encouraged to participate in ongoing supportive services through the Subrecipient. Referrals to other programs and/or services will be available to assist these individuals and families.

#### B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program National Objectives: provide low- or moderate-income housing; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208(a)(3).

Subrecipient certifies that the activity(ies) carried out under this Agreement will provide a housing benefit for low- and moderate-income (or lower) persons. The Subrecipient will meet the national objective by providing assistance in the form of safe and affordable housing units to low and moderate income (or lower) households to rent, after the purchase and rehabilitation/repair of the existing residential structure(s) on the property using the provided CDBG funds.

Additionally, by rehabilitating and performing necessary repairs, including paint, new windows, and new roof(s), to the purchased residential structures in order to make them safe and livable for the intended tenants, the proposed activities will also improve the appearance of the property, thereby helping to eliminate any blighting affect the property previously imposed on the immediate neighborhood.

### C. Levels of Accomplishment – Goals and Performance Measures

To show a positive outcome, Subrecipient will set attainable goals for the number of individuals to be served by the agreed-upon activities. Quarterly and final year-end reports shall be submitted to the Grantee and include progress updates and outcomes of the Program, including challenges and successes.

For documentation of individuals and families being served by these activities, the Subrecipient agrees to provide the following information for each household assisted:

- Household Size
- Household Income
- Household's Average Median Income
- Is the Head of Household a Female (yes or no)
- Was a Veteran Assisted (yes or no)
- How many in household are Hispanic or Latino
- What is the Race/Ethnicity of the household assisted as defined by HUD? Use the following list for reference:
  - White
  - Black/African American
  - Asian
  - American Indian/Alaskan Native
  - Native Hawaiian/Other Pacific Islander
  - American Indian/Alaskan Native and White
  - Asian and White
  - Black/African American and White
  - American Indian/Alaskan Native and Black/African American
  - Other Multi-Racial

### D. Staffing

The Subrecipient shall assign organizational staff as Key Personnel to the program. Upon approval of the agreement, the Subrecipient shall provide the grantee with an organization chart identifying staff members assigned, general program duties and amount of time allocated, in a timely fashion and in the form and content prescribed by Grantee.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.



#### E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performances standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures applicable to this Agreement will be initiated.

#### F. Submission of Invoices/Meeting with the Finance Division

The Subrecipient shall meet with City of Merced Housing Division and Finance Department staff prior to commencement of this program to review and discuss: 1) requirements for reimbursement of invoices; and 2) qualifying expenses. No reimbursement of administrative and indirect costs are permitted with this Program.

Date of Meeting: \_\_\_\_\_  
Finance: Name \_\_\_\_\_ Initials: \_\_\_\_\_  
Housing: Name \_\_\_\_\_ Initials: \_\_\_\_\_  
Subrecipient: Name \_\_\_\_\_ Initials: \_\_\_\_\_

The Subrecipient shall submit all applicable invoices requesting reimbursement of qualified expenses to City of Merced Housing Division staff no later than June 1, 2020.

## II. PROGRAM DESCRIPTION

Type of Program: Public Service  
HUD-CDBG Eligible Activity: Rehabilitation: Acquisition  
HUD Matrix Code: 14G  
Service Area: City of Merced  
Basic Eligibility Citation: 24 CFR 570.202(b)(1)  
National Objective: Low/Mod Housing (LMH)

## III. METHOD OF COMPENSATION/SCHEDULE OF PAYMENTS

### A. Reimbursement of Total Development Costs

Grantee will provide Subrecipient with financial assistance to purchase one

(1) or more residential properties/units to be utilized for the Program, subject to the budget parameters set forth in Paragraph V. In exchange, Subrecipient will execute a Promissory Note, secured by a First Deed of Trust, against the subject housing unit in the full amount of the financial assistance provided by Grantee, subject to the payment terms set forth in Paragraph VI herein. Subrecipient shall be solely responsible for any and all maintenance, repairs, and expenses associated with the subject housing unit.

B. Relocation Assistance

There are no funds budgeted for relocation assistance expenses. Any relocation assistance request will need to be a separate request to the City of Merced. Relocation assistance must be provided in accordance with 24 CFR 570.606 and 49 CFR part 24.

C. Program Management Expenses

There are no CDBG funds budgeted for Program Management. All Program management costs are the responsibility of the Subrecipient.

D. Affordability Provisions [24 CFR 570. 208(a)(3)]

For activities benefiting very low- to moderate- income persons, the Subrecipient must adopt and make public the grantee's standards for determining, for rental housing assisted under the program, that the rents of units occupied by very low- to moderate-income persons are "affordable."

E. Davis-Bacon requirements and other Labor Standards [24 CFR 570.603]

These statutes require the payment of prevailing wages for CDBG-assisted construction work, including construction or rehabilitation of residential property containing eight units or more, in excess of Two-Thousand Dollars (\$2,000). The Contract Work Hours and Safety Standards Act also apply to such activities.

F. Historic Preservation [16 U.S.C. 470 et seq. and 36 CFR Part 800]

These requirements mandate (a) consultation with specified agencies having responsibility for historic preservation to identify properties listed (or eligible for inclusion) in the National Register of Historic Places that may be subject to adverse effects by the proposed CDBG activities, and (b) compliance with

procedures or other requirements to avoid or mitigate such adverse effects. The Subrecipient will address all potential historical preservation requirements through the environmental process.

G. National Flood Insurance Program [24 CFR 570.605]

If a community has had notice for more than a year that an area has been identified by FEMA as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes within that area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question.

H. Relocation, Real Property Acquisition, and One-For-One Housing Replacement [24 CFR 570.606]

The acquisition of real property for a CDBG assisted project and the displacement of any person (family, individual, business, non-profit organization, or farm) as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project must comply with 24 CFR 670.606 and 49 CFR part 24. The Subrecipient must also conduct its CDBG activities so as to minimize displacement: and, if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act, as amended, or Section 104(d), as applicable. In addition, there must be a one-for-one replacement of any occupied (or vacant, occupiable) low- and moderate-income dwelling that is demolished or converted to another use in connection with a CDBG-funded activity.

I. Lead-based Paint [24 CFR 570.608 and 24 CFR Part 35]

There is a general prohibition against the use of any lead-based paint in connection with any CDBG activities involving construction or rehabilitation of residential structures. Regardless of whether the structure was constructed prior to 1978, the tenants or purchasers must be notified of the hazards of lead-based paint poisoning; and, depending on the level of Federal assistance made available to the structure, paint inspection, risk assessment, treatment, and/or abatement must be provided. Subrecipient shall sign and date an affidavit to be retained with official records asserting they complied with this requirement.

Additionally, immediately after abatement of any lead-based paint found during the initial testing, the property shall be tested again, and if clear,

documentation shall be submitted to Grantee within a reasonable timeframe showing compliance with this requirement.

J. Program Income [24 CFR 570.500; 570.503(a), (b)(3) and (b)(7); and 570.504]

Grantee must approve (a) whether a Subrecipient will be allowed to retain and use program income, and (b) for what activities the program income may be used. The use of such program income must be in compliance with all other applicable program requirements and, upon the expiration of the Subrecipient Agreement, or at the end of each fiscal year, whichever occurs first. Any program income on hand or subsequently received by the Subrecipient must be returned to the Grantee.

#### **IV. TERM OF PERFORMANCE**

Services of the Subrecipient shall commence on the date this Agreement is fully approved and executed. The Subrecipient shall have until June 30, 2020, to expend the funds budgeted for this activity as set forth in Section V. If the funds are not expended by June 1, 2020, this Agreement shall terminate and become null and void. If some or all of the funds are expended, this Agreement shall continue to be in effect until Subrecipient pays Grantee the full amount expended under this Agreement.

#### **V. BUDGET**

<u>Line Item</u>	<u>Amount:</u>
Acquisition	\$300,000
TOTAL	\$300,000

No Indirect Costs are eligible for this program and all fees charged through the acquisition process shall be in compliance with the conditions of Section IX, paragraph C.2 of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

Prior to receipt of payment, the subrecipient shall submit to Grantee the following:

1. Final Settlement Statement from the Title Company

2. A completed NEPA Document, City Staff to Assist.
3. A recorded notice of affordability.
4. A recorded deed of trust showing the Note.
5. An appraisal for the property being reimbursed.
6. Lead test and clearance certificate.

## **VI. PAYMENT**

The Promissory Note, secured by a First Deed of Trust on the subject property shall be paid as follows: Subrecipient shall submit quarterly reports as set forth in Paragraph I, Subsection B. Subrecipient shall pay to Grantee ten percent (10%) of the total income collected from Participants in the Program with respect to the subject housing unit, on a quarterly basis, for the previous quarter (October 31, January 31, April 30, and July 31). Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Each quarterly payment by Subrecipient shall be applied to the principal balance owed under the Promissory Note, secured by a First Deed of Trust. No interest shall accrue on the principal balance. The total amount paid to Grantee shall not exceed the total amount provided to the Subrecipient for acquisition of the subject housing unit.

The full amount due under the Promissory Note, less any quarterly payments made by Subrecipient, shall be due and payable immediately upon the sale or refinance of the subject housing unit.

## **VII. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Scott McBride  
Director of Development Services  
City of Merced  
678 W. 18<sup>th</sup> Street  
Merced, CA 95340  
(209) 385-6863

Subrecipient

Joe Carroll  
Chairman  
Sierra Saving Grace Homeless Project  
710 W. 18<sup>th</sup> Street, Suite 18  
Merced, CA 95340  
(209) 769-6932

## **VIII. GENERAL CONDITIONS**

### **A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, Parts 91 and 92 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grant Program (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604; and, (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. "Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA,

retirement<sup>1</sup>, life and/or medical insurance<sup>2</sup>, and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement. 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.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

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<sup>1</sup>Unless the services under this Agreement are provided by a former City employee who is now retired and Grantee is otherwise obligated to pay for the same.

<sup>2</sup>Unless the services under this Agreement are provided by a former City employee who is now retired and Grantee is otherwise obligated to pay for the same.

#### G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or,
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was



made, the Grantee may terminate the award in its entirety.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

## **IX. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with 2 CFR part 200 and 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR part 200, Subpart E – Cost Principles, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Misuse of program funds is a federal offense and is subject to reimbursement and immediate cancellation of this Agreement.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records which demonstrate compliance with 24 CFR 570.503(b)(7) or 570.505 regarding any change of use of real

- property acquired or improved with CDBG assistance;
- e. Records which demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing;
  - f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - g. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28;
  - h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570; and,
  - i. If the services of other businesses within the City of Merced are used in the implementation of this program and reimbursement for those services is requested, business license records of such businesses shall be provided. Subrecipient may contact either the Finance Department or Housing Division to verify current business license status.

## 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

## 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

#### 4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the applicable State or Federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

#### 5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

#### 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Uniform Guidance. Organization agrees to provide City at Organization's cost, a certified audit performance by an accredited certified public account, of all funds received or utilized by Organization, including the distribution of CDBG

Funds for fiscal year 2019/2020 to be delivered to City by March 31, 2021.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

#### 4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee. These progress reports shall be submitted to the Grantee on a quarterly basis and shall include:

- a. Number of occupants per quarter/Total Served;
- b. Income of all occupants in household;
- c. Amount paid for primary mortgage by household;
- d. Household Demographics per HUD guidelines; and,
- e. Total amount remitted to the City of Merced/Monthly financial statements as justification for program payments.

#### D. Procurement

##### 1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

##### 2. Office of Management and Budget Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

##### 3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the city limits of Merced with funds provided under this Agreement.

#### E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR part 200, 24 CFR Part

84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [If the Subrecipient fails to use CDBG - assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non- CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

**X. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (The

Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.)

## XI. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086. Subrecipient also agrees to comply with the provisions of the California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) and the Unruh Civil Rights Act (California Civil Code Section 12101 et seq.).

#### 2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regards to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or



lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### B. Affirmative Action

#### 1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

#### 2. Women and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent

owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### 3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

### 4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### 5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

### 6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase

order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the

requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the

metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

## D. Conduct

### 1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

### 2. Subcontracts

#### a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

#### b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

#### c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

#### d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection

process.

### 3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

### 4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG assisted activity, or with respect to the proceeds from the CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

## 5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification: 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.C. 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.



## 6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

## 7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

# **XII. ENVIRONMENTAL CONDITIONS**

- A. Subrecipient shall confirm with the grantee regarding all project specific locations. The Grantee is considered the responsible entity for the community and is responsible for ensuring all required environmental documents are completed prior to disbursement of federal funds into a project, including acquisition of property.

### 1. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and,
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### 2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities

located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

### 3. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. After any necessary abatement, the affected structure(s) shall be re-tested, and clearance certification documentation shall be forwarded to the Grantee.

### 4. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

### **XIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

### **XIV. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

### **XV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

### **XVI. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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

GRANTEE  
CITY OF MERCED

A California Charter Municipal Corporation

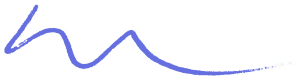
BY: \_\_\_\_\_  
City Manager

ATTEST:

Steve Carrigan, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

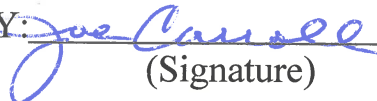
BY:  8/25/19  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

SUBRECIPIENT:

Sierra Saving Grace Homeless Project

BY:   
(Signature)

Joe Carroll  
(Typed Name)

Its: Chairman  
(Title)

Taxpayer I.D. No.: 27-4663143

ADDRESS: 710 W. 18<sup>th</sup> Street, Suite 18  
Merced, CA 95340

TELEPHONE: 209-626-5660 (Office)

## **EXHIBIT A**

### **Scope of Services / Implementation Plan / Project Narrative Sierra Saving Grace Homeless Project Rehabilitation and Acquisition Program FY 2019-20**

#### Services and Activities Provided

- Assist homeless families with children with a permanent supportive housing unit(s)
- Purchase a new or existing single-family home or duplex/triplex for the program
- Rehabilitate/repair any safety deficiencies in the home before renting

#### Project Narrative:

The purpose of this project is to acquire a duplex or single family dwelling that will house up to 5 individuals that are currently living on the streets in Merced. With a housing first objective, SSGHP will be able to help transform the individuals from homelessness to productive citizens.

SSGHP has requested this funding to provide affordable housing to our targeted clientele, homeless individuals. The current rental market in Merced has a vacancy rate of 1%, and is a challenge for SSGHP dedicated case managers to find suitable housing for our clientele. The zero interest loan thru the CCDBG Home Loan will allow SSG to purchase a duplex or single family dwelling and offer the client a rent that is affordable. Some of our clients who live on the streets have a minimum income and cannot afford the rent now being charged by the local apartment owners. SSGHP can purchase real property and offer to our clients a reasonable rate for rent. Example: A client has an income of \$700.00 dollars a month, SSG can offer the purchase unit at 30% of monthly income which will amount to \$210.00 a month for rent. This an affordable rent to our most vulnerable clients.

SSGHP has used this CDBG Home Loan program for the last 2 years and have found it to be very successful. Our housed clients are now safe, growing in self esteem, and trying to become productive citizens.

Our goal at SSGHP is to allow our housed clients to remain in the purchase unit until they become self sufficient in maintaining their own finances and move out of our program.

#### About SSGHP

SSGHP is a permanent housing program addressing a population of chronically homeless, disabled individuals who have very little chance of surviving on the street. It is governed by a Board of Directors including representatives from local churches, leaders from community organizations, and concerned citizens. In addition, we have collaborative efforts with other nonprofit and government agencies that make up our Merced County CoC.

The SSGHP surrounds participants with intensive case management developed to support the transition to permanent housing and working toward independent living. SSGHP is built primarily around SHP HUD Grant funding which supplies rent and utility and case management money. SSG is the lessor on the scattered site units with the homeless individual as the tenant authorized to live in the unit. We have identified a pool of property owners that

are willing to work with our homeless individuals. This has been a difficult task because of the enigma that is tied to this population.

Once the property is purchased, we will move our qualified (meaning they meet the chronic homeless, disabled criteria) homeless individual in, we begin intensive case management with them. This process is completed by developing individual Service Plans for each participant that includes measurable goals that they must work towards in order to stay housed in our program. Case management is completed in their units in order to monitor the condition of property, ensuring no drug activity, monitoring medical conditions, prescription drug usage, nutrition, hygiene and many other required elements of their individual program.

Services included in their plans include: medical benefits, meals, job search, legal aid, ongoing health care, transportation, laundry needs, household furnishing, social services, food, clothing, etc.

With help of our collaboration within the community, churches, and volunteers and funding of this application for CDBG funds, we are confident that we can provide a successful program to help end homelessness in Merced City/County. We are focused on the City of Merced's Consolidated Plan and we are an important agency that can help our City be successful in improving the poverty conditions of many of our community residents.

#### Implementation Plan:

#	Task/Activity	Description	Completion Date
1	Identify property to be acquired located in the eligible areas	Network with local realtors for property that will allow SSGHP to attain their goals	January 2019
2	Complete visual inspection of property to identify possible repairs if needed, using the aid of certified home inspectors and pest inspection/agents	Negotiate with property owner to complete needed repairs before the close of escrow	February 2019
3	Property to be approved by the City of Merced Housing Dept	The location of property and all necessary repairs to be submitted to the City of Merced Housing Dept; ensure compliance with HUD requirements	February/March 2020
4	Purchase property/Close escrow	Comply with all City and HUD requirements	March 2020
5	Complete repairs, if necessary, so the property is ready for occupancy	Work with local license contractor to complete all repairs if necessary	April 2020
6	Work with the Coordinated Entry participants to identify the neediest person or family to occupy the property	Work with local Continuum of Care and/or local Veteran Administration for eligible individual or family	May 2020
7	Furnish unit through community donations and move in tenant	Move in client using SSGHP volunteers and the Rescue Mission personnel	June 2020

## EXHIBIT B

Budget for Rehabilitation and Acquisition Program  
Sierra Saving Grace Homeless Project  
FY 2019-20

AGENCY  
PROJECT

Sierra Saving Grace Homeless Project

Sierra Saving Grace Homeless Project

### MISCELLANEOUS PROJECT COSTS:

ADMINISTRATIVE COSTS	\$ 0.00
SUPPLIES	
POSTAGE	
CONSULTANT SERVICES	
MAINTENANCE/REPAIR	
PUBLICATION/PRINTING	
TRANSPORTATION	
RENT	
EQUIPMENT RENTAL	
INSURANCE	1,200.00
UTILITIES	950.00
TELEPHONE	
OTHER EXPENSES (SPECIFY): property taxes	1,400.00

### CIP REQUESTS ONLY:

LEAD-BASED PAINT ASSESSMENT/ABATEMENT	
CONSTRUCTION/RENOVATION	
CONSULTANT/PROFESSIONAL SERVICES	
CONSTRUCTION MANAGEMENT	
OTHER EXPENSES (SPECIFY):	

**TOTAL CDBG PROJECT BUDGET**

**\$ 3,550.00**

**Agreement between City of Merced  
AND Merced Rescue Mission Inc.  
With funds provided by  
Community Development Block Grant  
For the Acquisition of a Residence  
For the Hope For Families Project Program**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Merced (herein called the “Grantee”) and Merced Rescue Mission, Inc. (herein called the “Subrecipient”).

WHEREAS, The Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 under the Community Development Block Grant (B-19-MC-06-0044) (“CDBG”) and administered by the U.S. Department of Housing and Urban Development (“HUD”) (14.218-Entitlement Grant) with a Federal Award Date of August 22, 2019; and,

WHEREAS, Grantee adopted a Five-Year Consolidated Plan on May 14, 2015, which identifies projects for permanent supportive housing for the chronically homeless and extremely low- and low-income households, as essential to the community; and,

WHEREAS, on June 17, 2019, the City approved an allocation of \$297,000 of its Community Development Block Grant funding (“CDBG”), through the program year 2019-2020 Annual Action Plan, to provide funding for purchase of a property for the Subrecipient’s “Hope for Families” acquisition program (herein called the “Program”); and,

WHEREAS, Grantee received an application from Merced Rescue Mission Inc. which proposes to administer an acquisition program (“Hope for Families”), by purchasing and rehabilitation/repair of new or existing single-family, duplex, or triplex housing units for use as rental housing for extremely low- or low-income and/or chronically homeless individuals and families within the City of Merced city limits; and,

WHEREAS, Acquisition (with Rehabilitation) Projects are an eligible “Public Service” for the use of CDBG funds, pursuant to 24 CFR, Section 570.202(b)(1). Specifically, “Public Services” are defined by 24 CFR, Section 570.201(e) as allowing for the provision of services (including labor,



supplies, and materials) including, but not limited to, those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, homebuyer downpayment assistance, or recreational needs.

WHEREAS, 24 CFR 570.202(b)(1) allows for CDBG funds to be used to finance private individuals or entities, including nonprofit organizations, through the use of grants, loans, and other means, to acquire and rehabilitate properties for use for residential purposes; and,

WHEREAS, use of CDBG funds for Acquisition and Rehabilitation of properties benefitting extremely low-income, low-income, and chronically homeless individuals and families tracts meets the Goals and Policies found in Chapter 9 (Housing Element) of the Merced Vision 2030 General Plan, adopted on July 18, 2016, by the City Council; and,

WHEREAS, Grantee has determined, and Subrecipient certifies, that the activities and services being provided pursuant to this Agreement furthers the needs of the City, as well as the policy and intent of the City's CDBG Program's goals and objectives as identified in the City's 2015-2020 Consolidated Plan and 2019 Annual Action Plans; and,

WHEREAS, Subrecipient represents that it has the necessary experience and expertise in providing these services in a manner satisfactory to Grantee to implement the Program; and,

WHEREAS, the Subrecipient represents it is qualified and willing to provide such services pursuant to terms and conditions of this Agreement; and,

WHEREAS, Subrecipient shall comply with CDBG regulations, 24 CFR 570, including, but not limited to 2 CFR 230 et. seq., cost principles for non-profit organizations; and,

WHEREAS, Subrecipient is a Non-Profit Organization exempt from Federal income tax under Internal Revenue Code (IRC) Section 501(c)(3) with a local primary business address of 644 W. 20th Street, Merced, California 95340, and EIN: 77-0284849, and DUNS No. 883833998; and,

WHEREAS, the purpose of this Agreement is to set forth the responsibilities of the Grantee and Subrecipient in accomplishing the

objectives of the HUD CDBG as set forth in the Housing and Community Development Act of 1974. The CDBG program and funds related thereto are referred to from time to time as the “CDBG Program” or “CDBG Funds”; and,

WHEREAS, the Subrecipient’s services will be delivered from Subrecipient’s office in Merced, California.

WHEREAS, Grantee agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for Grantee hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

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

## **I. SCOPE OF SERVICE**

### **A. Activities**

General Statement: During the 2019-20 fiscal year, the Subrecipient will be responsible for the acquisition of residential property located both within City of Merced city limits and in one of the City’s eligible census tracts using the assistance of CDBG funds provided by the Grantee and in a manner satisfactory to the Grantee, consistent with any standards required as a condition of providing these funds. Property(ies) purchased will be used solely for residential purposes, to provide housing for individuals and families that meet income eligibility requirements and the intent of the Program.

#### **1. Program Delivery:**

The CDBG Allocation of \$297,000, referenced herein above, shall be directed toward the following deliverables:

Activity #1: The Subrecipient will administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, State, and local rules and regulations governing these funds, and in a manner satisfactory to the

Grantee, the primary goal for the Subrecipient will be to house extremely low-income, low-income, or homeless individuals and/or families with children at the property purchased with the funds provided, per the Subrecipient's proposal, as amended and approved by the Grantee. Proper backup documentation for all requested reimbursements shall be provided, and accuracy of all calculations shall be ensured prior to submittal of all invoices.

Activity #2: Subrecipient shall submit required documentation, which identifies income category qualifications, ethnicity, race, and other pertinent information of all individuals served by the Program, which HUD may require for the "Public Service." This reporting shall be performed quarterly and at year-end.

Quarterly Reporting of this project shall include:

- Number of occupants per quarter
- Income of each head of household
- Amount paid in rent by each head of household
- Length of stay of each family/occupant
- Total amount remitted to the City of Merced
- Total amount used by Subrecipient for utilities, PG&E, etc.
- Total amount set aside by Subrecipient for maintenance fund.

## 2. Specific Requirements:

- a. Subrecipient shall utilize dollars obtained through other funding sources to support necessary operating costs, in order to ensure the program can become self-sustaining.
- b. Participants shall pay a maximum of 30% of their monthly gross income to support Program costs. Of the entire 30%:
  - 10% will be remitted to the City of Merced
  - 80% will be used by the Subrecipient to cover utilities, electricity, and administrative costs

- 10% will be retained by the Subrecipient in a maintenance account to pay for future costs.
  - As per HUD's Rules and Regulations CFR Part 92 - all Program participants will be required to enter into a 1 year lease agreement.
- c. Families are to be screened prior to being approved for the Program to ensure they: 1) meet eligibility requirements, and, 2) will be successful in utilizing their time in the Program to obtain permanent housing. Participants will be encouraged to participate in ongoing supportive services through the Subrecipient. Referrals to other programs and/or services will be available to assist these individuals and families.

## B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program National Objectives: provide low- or moderate-income housing; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208(a)(3).

Subrecipient certifies that the activity(ies) carried out under this Agreement will provide a housing benefit for low- and moderate-income (or lower) persons. The Subrecipient will meet the national objective by providing safe and affordable housing units to low and moderate income (or lower) households to rent, after the purchase and rehabilitation/repair of the existing residential structure(s) on the property using the provided CDBG funds.

Additionally, by rehabilitating and performing necessary repairs, including paint, new windows, and new roof(s), to the purchased residential structures in order to make them safe and livable for the intended tenants, the proposed activities will also improve the appearance of the property, thereby helping to eliminate any blighting affect the property previously imposed on the immediate neighborhood.

## C. Levels of Accomplishment – Goals and Performance Measures

To show a positive outcome, Subrecipient will set attainable goals for the number of individuals to be served by the agreed-upon activities. Quarterly and final year-end reports shall be submitted to the Grantee and include progress updates and outcomes of the Program, including challenges and

successes.

For documentation of individuals and families being served by these activities, the Subrecipient agrees to provide the following information for each household assisted:

- Household Size
- Household Income
- Household's Average Median Income
- Is the Head of Household a Female (yes or no)
- Was a Veteran Assisted (yes or no)
- How many in household are Hispanic or Latino
- What is the Race/Ethnicity of the household assisted as defined by HUD? Use the following list for reference:
  - White
  - Black/African American
  - Asian
  - American Indian/Alaskan Native
  - Native Hawaiian/Other Pacific Islander
  - American Indian/Alaskan Native and White
  - Asian and White
  - Black/African American and White
  - American Indian/Alaskan Native and Black/African American
  - Other Multi-Racial

#### D. Staffing

The Subrecipient shall assign organizational staff as Key Personnel to the program. Upon approval of the agreement, the Subrecipient shall provide the grantee with an organization chart identifying staff members assigned, general program duties and amount of time allocated, in a timely fashion and in the form and content prescribed by Grantee.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

#### E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performances standards as stated above. Substandard performance as

determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures applicable to this Agreement will be initiated.

F. Submission of Invoices/Meeting with the Finance Division

The Subrecipient shall meet with City of Merced Housing Division and Finance Department staff prior to commencement of this program to review and discuss: 1) requirements for reimbursement of invoices; and 2) qualifying expenses. No reimbursement of administrative and indirect costs are permitted with this Program.

Date of Meeting: \_\_\_\_\_  
Finance: Name \_\_\_\_\_ Initials: \_\_\_\_\_  
Housing: Name \_\_\_\_\_ Initials: \_\_\_\_\_  
Subrecipient: Name \_\_\_\_\_ Initials: \_\_\_\_\_

The Subrecipient shall submit all applicable invoices requesting reimbursement of qualified expenses to City of Merced Housing Division staff no later than June 1, 2020.

**II. PROGRAM DESCRIPTION**

Type of Program: Public Service  
HUD-CDBG Eligible Activity: Rehabilitation: Acquisition  
HUD Matrix Code: 14G  
Service Area: City of Merced  
Basic Eligibility Citation: 24 CFR 570.202(b)(1)  
National Objective: Low/Mod Housing (LMH)

**III. METHOD OF COMPENSATION/SCHEDULE OF PAYMENTS**

A. Reimbursement of Total Development Costs

Grantee will provide Subrecipient with financial assistance to purchase one (1) residential property to be utilized for the Program, subject to the budget parameters set forth in Paragraph V. In exchange, Subrecipient will execute a Promissory Note, secured by a First Deed of Trust, against the subject housing unit in the full amount of the financial assistance provided by

Grantee, subject to the payment terms set forth in Paragraph VI herein. Subrecipient shall be solely responsible for any and all maintenance, repairs, and expenses associated with the subject housing unit.

B. Relocation Assistance

There are no funds budgeted for relocation assistance expenses. Any relocation assistance request will need to be a separate request to the City of Merced. Relocation assistance must be provided in accordance with 24 CFR 570.606 and 49 CFR part 24.

C. Program Management Expenses

There are no CDBG funds budgeted for Program Management. All Program management costs are the responsibility of the Subrecipient.

D. Affordability Provisions [24 CFR 570. 208(a)(3)]

For activities benefiting very low- to moderate- income persons, the Subrecipient must adopt and make public the grantee's standards for determining, for rental housing assisted under the program, that the rents of units occupied by very low- to moderate-income persons are "affordable."

E. Davis-Bacon requirements and other Labor Standards [24 CFR 570.603]

These statutes require the payment of prevailing wages for CDBG-assisted construction work, including construction or rehabilitation of residential property containing eight units or more, in excess of Two-Thousand Dollars (\$2,000). The Contract Work Hours and Safety Standards Act also apply to such activities.

F. Historic Preservation [16 U.S.C. 470 et seq. and 36 CFR Part 800]

These requirements mandate (a) consultation with specified agencies having responsibility for historic preservation to identify properties listed (or eligible for inclusion) in the National Register of Historic Places that may be subject to adverse effects by the proposed CDBG activities, and (b) compliance with procedures or other requirements to avoid or mitigate such adverse effects. The Subrecipient will address all potential historical preservation requirements through the environmental process.

G. National Flood Insurance Program [24 CFR 570.605]

If a community has had notice for more than a year that an area has been identified by FEMA as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes within that area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question.

H. Relocation, Real Property Acquisition, and One-For-One Housing Replacement [24 CFR 570.606]

The acquisition of real property for a CDBG assisted project and the displacement of any person (family, individual, business, non-profit organization, or farm) as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project must comply with 24 CFR 670.606 and 49 CFR part 24. The Subrecipient must also conduct its CDBG activities so as to minimize displacement: and, if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act, as amended, or Section 104(d), as applicable. In addition, there must be a one-for-one replacement of any occupied (or vacant, occupiable) low- and moderate-income dwelling that is demolished or converted to another use in connection with a CDBG-funded activity.

I. Lead-based Paint [24 CFR 570.608 and 24 CFR Part 35]

There is a general prohibition against the use of any lead-based paint in connection with any CDBG activities involving construction or rehabilitation of residential structures. Regardless of whether the structure was constructed prior to 1978, the tenants or purchasers must be notified of the hazards of lead-based paint poisoning; and, depending on the level of Federal assistance made available to the structure, paint inspection, risk assessment, treatment, and/or abatement must be provided. Subrecipient shall sign and date an affidavit to be retained with official records asserting they complied with this requirement.

Additionally, immediately after abatement of any lead-based paint found during the initial testing, the property shall be tested again, and if clear, documentation shall be submitted to Grantee within a reasonable timeframe showing compliance with this requirement.



J. Program Income [24 CFR 570.500; 570.503(a), (b)(3) and (b)(7); and 570.504]

Grantee must approve (a) whether a Subrecipient will be allowed to retain and use program income, and (b) for what activities the program income may be used. The use of such program income must be in compliance with all other applicable program requirements and, upon the expiration of the Subrecipient Agreement, or at the end of each fiscal year, whichever occurs first. Any program income on hand or subsequently received by the Subrecipient must be returned to the Grantee.

**IV. TERM OF PERFORMANCE**

Services of the Subrecipient shall commence on the date this Agreement is fully approved and executed. The Subrecipient shall have until June 30, 2020, to expend the funds budgeted for this activity as set forth in Section V. If the funds are not expended by June 1, 2020, this Agreement shall terminate and become null and void. If some or all of the funds are expended, this Agreement shall continue to be in effect until Subrecipient pays Grantee the full amount expended under this Agreement.

**V. BUDGET**

<u>Line Item</u>	<u>Amount:</u>
<u>Acquisition</u>	<u>\$297,000</u>
TOTAL	\$297,000

No Indirect Costs are eligible for this program and all fees charged through the acquisition process shall be in compliance with the conditions of Section IX, paragraph C.2 of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

Prior to receipt of payment, the subrecipient shall submit to Grantee the following:

1. Final Settlement Statement from the Title Company
2. A completed NEPA Document, City Staff to Assist
3. A recorded notice of affordability
4. A recorded deed of trust showing the Note
5. An appraisal for the property being reimbursed
6. Lead Test and Clearance Certificate

## **VI. PAYMENT**

The Promissory Note, secured by a First Deed of Trust on the subject property shall be paid as follows: Subrecipient shall submit quarterly reports as set forth in Paragraph I, Subsection B. Subrecipient shall pay to Grantee ten percent (10%) of the total income collected from Participants in the Program with respect to the subject housing unit, on a quarterly basis, for the previous quarter (October 31, January 31, April 30, and July 31). Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Each quarterly payment by Subrecipient shall be applied to the principal balance owed under the Promissory Note, secured by a First Deed of Trust. No interest shall accrue on the principal balance. The total amount paid to Grantee shall not exceed the total amount provided to the Subrecipient for acquisition of the subject housing unit.

The full amount due under the Promissory Note, less any quarterly payments made by Subrecipient, shall be due and payable immediately upon the sale or refinance of the subject housing unit.

## **VII. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Scott McBride  
Director of Development Services  
City of Merced  
678 W. 18<sup>th</sup> Street  
Merced, CA 95340  
(209) 385-6863

Subrecipient

Bruce Metcalf  
Executive Director  
Merced Rescue Mission, Inc.  
644 W. 20<sup>th</sup> Street  
Merced, CA 95340  
(209) 722-9269

**VIII. GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, Parts 91 and 92 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grant Program (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604; and, (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA,

retirement<sup>1</sup>, life and/or medical insurance<sup>2</sup>, and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement. 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.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available

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<sup>1</sup>Unless the services under this Agreement are provided by a former City employee who is now retired and Grantee is otherwise obligated to pay for the same.

<sup>2</sup>Unless the services under this Agreement are provided by a former City employee who is now retired and Grantee is otherwise obligated to pay for the same.

under this Agreement.

#### G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or,
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the

case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

I. 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.

J. 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.

K. 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.

L. 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.

## M. 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.

## IX. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR part 200 and 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR part 200, Subpart E – Cost Principles, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Misuse of program funds is a federal offense and is subject to reimbursement and immediate cancellation of this Agreement.

### B. Documentation and Record Keeping

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of

- the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
  - d. Records which demonstrate compliance with 24 CFR 570.503(b)(7) or 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
  - e. Records which demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.
  - f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - g. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
  - h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
  - i. If the services of other businesses within the City of Merced are used in the implementation of this program and reimbursement for those services is requested, business license records of such businesses shall be provided. Subrecipient may contact either the Finance Department or Housing Division to verify current business license status.

## 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.



### 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

### 4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the applicable State or Federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

### 5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

### 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the

Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Uniform Guidance. Organization agrees to provide City at Organization's cost, a certified audit performance by an accredited certified public account, of all funds received or utilized by Organization, including the distribution of CDBG Funds for fiscal year 2019/2020 to be delivered to City by March 31, 2021.

### C. Reporting and Payment Procedures

#### 1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

#### 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

#### 3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning

payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

#### 4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee. These progress reports shall be submitted to the Grantee on a quarterly basis and shall include:

- a. Number of occupants per quarter/Total Served
- b. Income of all occupants in household
- c. Amount paid for primary mortgage by household
- d. Household Demographics per HUD guidelines
- e. Total amount remitted to the City of Merced/Monthly financial statements as justification for program payments

#### D. Procurement

##### 1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

##### 2. Office of Management and Budget Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

### 3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the city limits of Merced with funds provided under this Agreement.

### E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR part 200, 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [If the Subrecipient fails to use CDBG - assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non- CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

## **X. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.)

## **XI. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086. Subrecipient also agrees to comply with the provisions of the California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) and the Unruh Civil Rights Act (California Civil Code Section 12101 et seq.).

#### **2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regards to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

### 4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## B. Affirmative Action

### 1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

## 2. Women and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

## 3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## 4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation



or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### 3. “Section 3” Clause

#### a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended

(12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for

employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities, or who are in a position to participate in a decision-making process or

gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG assisted activity, or with respect to the proceeds from the CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

## 5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
- b. 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, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

- d. Lobbying Certification: 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.C. 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.

## 6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

## 7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

# **XII. ENVIRONMENTAL CONDITIONS**

- A. Subrecipient shall confirm with the grantee regarding all project specific locations. The Grantee is considered the responsible entity for the community and is responsible for ensuring all required environmental documents are completed prior to disbursement of federal funds into a project, including acquisition of property.

## 1. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified

in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

## 2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

## 3. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. After any necessary abatement, the affected structure(s) shall be re-tested, and clearance certification documentation shall be forwarded to the Grantee.

## 4. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966,

as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

### **XIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

### **XIV. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

### **XV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

### **XVI. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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



GRANTEE  
CITY OF MERCED


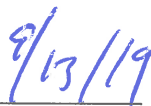
A California Charter Municipal Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
Steve Carrigan, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:    
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

SUBRECIPIENT:  
Merced Rescue Mission, Inc.

BY: Bruce A Metcalf  
(Signature)

Bruce Metcalf  
(Typed Name)

Its: Executive Director  
(Title)

Taxpayer I.D. No.: 77-0284849

ADDRESS: 644 W. 20<sup>th</sup> Street  
Merced, CA 95340

TELEPHONE: 209-722-9269 (Office)

**EXHIBIT A**  
Scope of Services / Implementation Plan / Project Narrative  
Merced Rescue Mission, Inc.  
Rehabilitation and Acquisition “Hope for Families”  
FY 2019-20

Services and Activities Provided

- Assist homeless families with children with a permanent supportive housing unit(s)
- Purchase a new or existing single-family home or duplex/triplex for the program
- Rehabilitate/repair any safety deficiencies in the home before renting

Project Narrative:

Too many families with children are homeless. Homelessness has a profound impact on children’s health and education, as well as a parent’s ability to find work and stay employed. Homeless children have twice the rate of emotional and behavioral issues, including anxiety, depression, and withdrawal. Families can become homeless for many reasons. Unemployment, domestic violence, medical crisis, and addiction are examples of issues that make families vulnerable to homelessness. Even in the best economic times, affordable housing can be hard to find for families without skilled jobs.

Meaningful reductions in family homelessness can be achieved only through a systematic coordinated approach that provides at risk families with the help they need, when they need it. Currently, families who become homeless in Merced have to contact multiple agencies for different kinds of assistance. Many languish on waiting lists for months. Those who obtain temporary housing often have less than a year to get into a permanent home.

Through our outreach efforts, the Merced Rescue Mission has been able to help homeless families as an advocate and service coordinator. Our goal is to get homeless families into permanent housing as we help them establish a solid future.

Implementation Plan:

#	Task/Activity	Description	Completion Date
1	Identify a realtor		October 2019
2	Find a home for sale that fits the program needs and budget	Insure compliance with HUD requirements	December 2019
3	Purchase home/Close escrow	Comply with all City and HUD requirements	March 2020
4	Approve/move-in tenant	Successfully locate & house a homeless family with children	June 2020

## EXHIBIT B

### Budget for Rehabilitation and Acquisition Program

"Hope for Families"

Merced Rescue Mission, Inc.

FY 2019-20

AGENCY

Merced Rescue Mission

PROJECT

Hope for Families

#### MISCELLANEOUS PROJECT COSTS:

##### ADMINISTRATIVE COSTS

SUPPLIES

POSTAGE

CONSULTANT SERVICES

MAINTENANCE/REPAIR

PUBLICATION/PRINTING

TRANSPORTATION

RENT

EQUIPMENT RENTAL

INSURANCE

UTILITIES

TELEPHONE

OTHER EXPENSES (SPECIFY):

#### CIP REQUESTS ONLY:

LEAD-BASED PAINT ASSESSMENT/ABATEMENT

CONSTRUCTION/RENOVATION

CONSULTANT/PROFESSIONAL SERVICES

CONSTRUCTION MANAGEMENT

OTHER EXPENSES (SPECIFY):

**TOTAL CDBG PROJECT BUDGET**

\$ 0.00

**Agreement between City of Merced  
AND Habitat for Humanity, Stanislaus County  
With funds provided by  
Community Development Block Grant  
For the Housing Homeowner-Occupied Single-Unit Rehabilitation  
“A Brush With Kindness” Program**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Merced (herein called the “Grantee”) and Habitat for Humanity, Stanislaus County (herein called the “Subrecipient”).

WHEREAS, The Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 under the Community Development Block Grant (B-19-MC-06-0044) (“CDBG”) and administered by the U.S. Department of Housing and Urban Development (“HUD”) (14.218-Entitlement Grant) with a Federal Award Date of August 22, 2019; and,

WHEREAS, Grantee adopted a Five-Year Consolidated Plan on May 14, 2015, which identifies programs that promote and/or create fair and affordable housing, especially targeting extremely low- and low-income households, as essential to the community; and,

WHEREAS, on June 17, 2019, the City approved an allocation of \$300,000 of its Community Development Block Grant funding (“CDBG”), through the program year 2019-2020 Annual Action Plan, to provide funding for the Subrecipient’s “A Brush With Kindness” homeowner-occupied single-unit rehabilitation program (herein called the “Program”); and,

WHEREAS, Grantee received an application from Habitat for Humanity, Stanislaus County, which proposes to administer a single-unit residential rehabilitation program (“A Brush With Kindness”), by assisting homeowners with qualifying, necessary repairs on properties within the City of Merced city limits and the Grantee with the existing Housing Rehabilitation Program; and,

WHEREAS, Rehabilitation of Single-Unit Residential programs are an eligible “Public Service” for the use of CDBG funds, pursuant to 24 CFR, Section 570.202(a)(1). Specifically, “Public Services” are defined by 24 CFR, Section 570.201(e) as allowing for the provision of services (including labor, supplies, and materials) including, but not limited to, those concerned

with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, homebuyer downpayment assistance, or recreational needs; and,

WHEREAS, 24 CFR 570.202(a)(1) allows for CDBG funds to be used to finance the rehabilitation of privately-owned buildings and improvements for residential purposes, if the improvements also provide general benefit to the residential occupants of the building; and,

WHEREAS, use of CDBG funds for Rehabilitation of Single-Unit Residential programs benefitting extremely low-income and low-income individuals and families meets the Goals and Policies found in Chapter 9 (Housing Element) of the Merced Vision 2030 General Plan, adopted on July 18, 2016, by the City Council; and,

WHEREAS, Grantee has determined, and Subrecipient certifies, that the activities and services being provided pursuant to this Agreement furthers the needs of the City, as well as the policy and intent of the City's CDBG Program's goals and objectives as identified in the City's 2015-2019 Consolidated Plan and 2019 Annual Action Plans; and,

WHEREAS, Subrecipient represents that it has the necessary experience and expertise in providing these services in a manner satisfactory to Grantee to implement the Program; and,

WHEREAS, the Subrecipient represents it is qualified and willing to provide such services pursuant to terms and conditions of this Agreement; and,

WHEREAS, Subrecipient shall comply with CDBG regulations, 24 CFR 570, including, but not limited to 2 CFR 230 et. seq., cost principles for non-profit organizations; and,

WHEREAS, Subrecipient is a Non-Profit Organization exempt from Federal income tax under Internal Revenue Code (IRC) Section 501(c)(3) with a local primary business address of 630 Kearney Avenue, Modesto, California 95350, and EIN: 77-0233512, and DUNS No. 123201894; and,

WHEREAS, the purpose of this Agreement is to set forth the responsibilities of the Grantee and Subrecipient in accomplishing the objectives of the HUD CDBG as set forth in the Housing and Community

Development Act of 1974. The CDBG program and funds related thereto are referred to from time to time as the “CDBG Program” or “CDBG Funds”; and,

WHEREAS, acknowledging the qualifying, legal, and environmental processes that all parties (homeowner, Subrecipient, and Grantee) must follow in order to accomplish the goals and intended outcomes of the program, the term of this Agreement spans two Annual Action Plan fiscal cycles, years 2019-20 and 2020-21, in order to allow the Subrecipient sufficient time to assist the greatest number of homeowners with the amount of funds being granted herein; and,

WHEREAS, the Subrecipient’s services will be delivered from Subrecipient’s office in Modesto, California.

WHEREAS, Grantee agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for Grantee hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

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

## **I. SCOPE OF SERVICE**

### **A. Activities**

General: During the 2019-21 fiscal years, the Subrecipient will be responsible for administering and providing a CDBG Single-Unit Homeowner Rehabilitation Program using the assistance of CDBG funds provided by the Grantee and in a manner satisfactory to the Grantee, consistent with any standards required as a condition of providing these funds. Properties rehabilitated will be privately-owned homes used solely for residential purposes, to improve and provide safe, livable housing for individuals and families that meet income eligibility requirements and the intent of the Program.

The Subrecipient will administer all tasks in connection with the aforesaid program with 2019-20 CDBG program funds in compliance with all

applicable Federal, State, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee. Proper backup documentation for all requested reimbursements shall be provided, and accuracy of all calculations shall be ensured prior to submittal of all invoices.

1. Principal Tasks – Activity #1:

The primary goal for the Subrecipient will be to improve the safety and livability of six (6) eligible single-units owned and occupied by income-qualified homeowners through rehabilitation projects with the funds provided, per the Subrecipient's proposal, as amended and approved by the Grantee.

The goal of six (6) eligible single-units is arrived by dividing the grant amount (\$300,000) by the maximum homeowner loan amount per rehabilitation (\$50,000). It is understood that some homeowners may not need to use the maximum amount; therefore, there is a possibility that the entire grant amount may not be completely used by the end of the contract period and/or that rehabilitation of more than six units is feasible.

Inside this goal, the CDBG Allocation of \$300,000, referenced herein above, shall be directed toward the following deliverables:

*a. Refinement of housing rehabilitation program plans, procedures and forms.* Subject to review and approval by the Grantee, the Subrecipient will establish, or make any necessary revisions to, the housing rehabilitation program design and procedures (including but not limited to the priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts.

*b. Outreach.* The Subrecipient will conduct sufficient advertisement of the program and other forms of outreach to ensure that enough eligible applicants participate in the program to meet the housing rehabilitation goal of 6 completed units.

*c. Intake/assessment of eligibility.* The Subrecipient will assist property owners and residents in the completion of applications to permit eligibility determinations for rehabilitation assistance. The Subrecipient will make provision for translation services to meet the



needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, the Subrecipient will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services.

*d. Initial eligibility.* Selection of households/structures will be made by the Subrecipient on the basis of satisfaction of income requirements (single-unit structures must be occupied by a low- and moderate-income household; if a two-unit structure, at least one must be so occupied; and if three or more units in a structure, at least 51 percent of the units must be occupied by low- and moderate-income households according to the most current income limits established by HUD), the apparent need for rehabilitation measures to correct relevant housing code or Housing Quality Standard (HQS) deficiencies, and any other pertinent criteria set forth in the approved program design.

*e. Scope of Work Proposals.* For each eligible unit assisted, the Subrecipient shall a complete detailed proposal of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. The proposal shall be initialed and dated by the homeowner.

*f. Bank financing.* For those applicants who will be securing some of the financing for the rehabilitation work through private loans from a bank or private financial institution, the Subrecipient will provide assistance to applicants when applying for such complementary financing upon request.

*g. Solicitation and selection of contractors.* The Subrecipient will assist approved applicants in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. The Subrecipient will provide forms and sample contract formats for the applicants to use in contracting with the contractors and will assist the applicant in ensuring that the description of the work contained in any contracts is accurate and complete.

*h. Periodic and final inspections.* The Subrecipient will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding satisfactorily, will authorize (with

the owner's written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor.

*i. Approval of contractor payments.* As rehabilitation progresses and as invoices are submitted by contractors, the Subrecipient will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.

*j. Maintenance of case files and other records.* For each applicant, the Subrecipient will maintain case files, including application and documentation of eligibility, scope of work, the assistance agreement between the property owner and Subrecipient (along with repayment/recapture provisions), documentation of liens and any other forms of security, contractor selection criteria, copy of contract between owner and contractors), documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Subrecipient will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). The Subrecipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section IX, B of this Agreement.

## 2. Program Administration – Activity #2:

Subrecipient will be responsible for overseeing all aspects of the program implementation. The Subrecipient shall evaluate program participants' income to establish affordable reimbursement payments not to exceed the affordability thresholds established by HUD. Once each project is closed and liens are recorded on the parcel, the Subrecipient will be responsible for submitting demographic and financial information to the City of Merced Housing Division.

Subrecipient shall submit required documentation, which identifies income category qualifications, ethnicity, race, accomplishments, and other pertinent information of all individuals served by the Program, which HUD may require for the “Public Service.”

Reporting of this project will include:

1. Number of occupants per quarter/total served.
2. Income of all occupants in household.
3. Amount paid for primary mortgage by household.
4. Household demographics per HUD guidelines.
5. Total amount remitted to the City of Merced/monthly financial statements as justification for program payments.
6. Documentation proving the property owner is current with their property taxes and mortgage payments.
7. Proof the homeowner has resided at this property for a period longer than 1-year. The proof can be validated by utility bills, mortgage statements, or property tax statements.

Families are to be screened by Habitat for Humanity prior to being approved for the Program to ensure they meet eligibility requirements. Participants will be encouraged to participate in post purchase housing counseling services through the Subrecipient. Referrals to other programs and/or services will be available to assist these individuals and families.

#### B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program National Objectives: provide low- or moderate-income housing; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208(a)(3).

Subrecipient certifies that the activity(ies) carried out under this Agreement will provide a housing benefit for low- and moderate-income persons. The Subrecipient will meet the national objective by providing assistance to low and moderate income households for the rehabilitation of the existing structure on the property currently owned by the income eligible household.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units Per Year</u>
<i>Activity #1 – Rehabilitation (Maximum of \$50,000 per unit)</i>	3 or more
<i>Activity #2 – Program Administration (Maximum of 10% of Project Costs)</i>	N/A

Each unit served will be required to have a total household below 80% of the Average Medium Income for the community.

D. Staffing

The Subrecipient shall assign organizational staff as Key Personnel to the Housing Rehabilitation Program. Upon approval of the agreement, the Subrecipient shall provide the grantee with an organization chart identifying staff members assigned, general program duties and amount of time allocated, in a timely fashion and in the form and content prescribed by Grantee.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performances standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures applicable to this Agreement will be initiated.

F. Project Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, Habitat for Humanity will perform the described housing rehabilitation tasks and complete the rehabilitation of eligible units in conformance with the implementation schedule included in Exhibit A.

#### G. Submission of Invoices/Meeting with the Finance Division

The Subrecipient shall meet with City of Merced Housing Division and Finance Department staff prior to commencement of this program to review and discuss: 1) requirements for reimbursement of invoices; and 2) qualifying expenses. No reimbursement of administrative and indirect costs are permitted with this Program.

Date of Meeting: 10/7/19  
Finance: Name Doreen Luevano Initials: DL  
Housing: Name Kim Nott + Dawn Mendonca Initials: KN DM  
Subrecipient: Name [Signature] Initials: [Signature]

The Subrecipient shall submit all applicable invoices requesting reimbursement of qualified expenses for this contract to City of Merced Housing Division staff no later than June 1, 2021.

## II. PROGRAM DESCRIPTION

Type of Program: Public Service  
HUD-CDBG Eligible Activity: Rehabilitation: Single-Unit Residential  
HUD Matrix Code: 14A  
Service Area: City of Merced  
Basic Eligibility Citation: 24 CFR 570.202(a)(1)  
National Objective: Low/Mod Housing (LMH)

## III. METHOD OF COMPENSATION/SCHEDULE OF PAYMENTS

### A. Direct Rehabilitation Expenses

The Subrecipient may draw down funds (against the "Rehabilitation Grants" budget line item) to establish escrow accounts for individual participating property owners to finance payments to contractors for the rehabilitation of eligible property. The grant agreement with the homeowner must specify that an escrow account will be used. Drawdowns for such escrow accounts may be initiated at the time that the assistance agreement between the Subrecipient and property owner is executed, but any funds drawn for such escrow accounts must be limited to the amount expected to be disbursed within 10 working days from the date of drawdown, must be placed in one interest-bearing account, and must be disbursed to contractors within 10 days of receipt by the Subrecipient. Payments to contractors from such escrow accounts should be

made on the basis of work completed, with a set-off of at least 10 percent until final inspection and sign-off of the completed rehabilitation by the Subrecipient's staff and property owner.

B. Relocation Assistance

The Subrecipient may draw down funds as Relocation Assistance expenses are incurred, up to the approved line item budget level. Relocation Assistance must be provided in accordance with 24 CFR 570.606 and 49 CFR part 24.

C. Program Management Expenses

Drawdowns against the balance of budgeted funds for Program Management must be based on costs actually incurred, and proportional to the percentage of the total authorized amount for Rehabilitation Grant funds and Relocation Assistance that have been expended.

D. Affordability Provisions [24 CFR 570. 208(a)(3)]

For activities benefiting low- and moderate- income persons, the Subrecipient must adopt and make public the grantee's standards for determining that for rental housing assisted under the program, the rents of units occupied by low- and moderate-income persons are "affordable."

E. Davis-Bacon requirements and other Labor Standards [24 CFR 570.603]

These statutes require the payment of prevailing wages for CDBG-assisted construction work, including construction or rehabilitation of residential property containing eight units or more, in excess of Two-Thousand Dollars (\$2,000). The Contract Work Hours and Safety Standards Act also apply to such activities.

F. Historic Preservation [16 U.S.C. 470 et seq. and 36 CFR Part 800]

These requirements mandate (a) consultation with specified agencies having responsibility for historic preservation to identify properties listed (or eligible for inclusion) in the National Register of Historic Places that may be subject to adverse effects by the proposed CDBG activities, and (b) compliance with procedures or other requirements to avoid or mitigate such adverse effects. The Subrecipient will address all potential historical preservation requirements through the environmental process.

G. National Flood Insurance Program [24 CFR 570.605]

If a community has had notice for more than a year that an area has been identified by FEMA as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes within that area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question.

H. Relocation, Real Property Acquisition, and One-For-One Housing Replacement [24 CFR 570.606]

The acquisition of real property for a CDBG assisted project and the displacement of any person (family, individual, business, non-profit organization, or farm) as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project must comply with 24 CFR 670.606 and 49 CFR part 24. The Subrecipient must also conduct its CDBG activities so as to minimize displacement: and, if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act, as amended, or Section 104(d), as applicable. In addition, there must be a one-for-one replacement of any occupied (or vacant, occupiable) low- and moderate-income dwelling that is demolished or converted to another use in connection with a CDBG-funded activity.

I. Lead-based Paint [24 CFR 570.608 and 24 CFR Part 35]

There is a general prohibition against the use of any lead-based paint in connection with any CDBG activities involving construction or rehabilitation of residential structures. Regardless of whether the structure was constructed prior to 1978, the tenants or purchasers must be notified of the hazards of lead-based paint poisoning; and, depending on the level of Federal assistance made available to the structure, paint inspection, risk assessment, treatment, and/or abatement must be provided. Subrecipient shall sign and date an affidavit to be retained with official records asserting they complied with this requirement.

Additionally, immediately after abatement of any lead-based paint found during the initial testing, the property shall be tested again, and if clear, documentation shall be submitted to Grantee within a reasonable timeframe showing compliance with this requirement.

J. Program Income [24 CFR 570.500; 570.503(a), (b)(3) and (b)(7); and 570.504]

Grantee must approve (a) whether a Subrecipient will be allowed to retain and use program income, and (b) for what activities the program income may be used. The use of such program income must be in compliance with all other applicable program requirements and, upon the expiration of the Subrecipient Agreement, or at the end of each fiscal year, whichever occurs first. Any program income on hand or subsequently received by the Subrecipient must be returned to the Grantee.

**IV. TERM OF PERFORMANCE**

Services of the Subrecipient shall commence on the 1<sup>st</sup> day of July, 2019, and end on the 30<sup>th</sup> day of June, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipient remains in control of program funds or other program assets, including program income.

**V. BUDGET**

A. Line Item Budget

The following is the budget for the CDBG housing rehabilitation program to be administered by Habitat for Humanity. Unless otherwise noted, this budget may only be modified through a formal written amendment approved by the Grantee.

Activity #1: Rehabilitation of Properties	\$270,000
<u>Activity #2: Program Administration</u>	<u>\$30,000</u>
TOTAL	\$300,000

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.



## **VI. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$300,000. Drawdowns will be performed in compliance with Section III.A of this agreement and for eligible expenses made against the line item budgets specified in Paragraph V herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph IV and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

## **VII. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

### Grantee

Scott McBride  
Director of Development Services  
City of Merced Housing Division  
678 W. 18<sup>th</sup> Street  
Merced, CA 95340  
(209) 385-6863

### Subrecipient

Anita Hellam  
Executive Director  
Habitat for Humanity, Stanislaus  
63 Kearney Avenue  
Modesto, CA 95350  
(209) 575-4585

## **VIII. SPECIAL CONDITIONS**

The owner occupied rehabilitation program shall start on the first day of July 2019. This agreement can be extended by the Subrecipient for the fiscal year beginning July 1, 2021, provided the Subrecipient submits an extension

request prior to March 1, 2021.

## **IX. GENERAL CONDITIONS**

### **A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, Parts 91 and 92 (the U.S. Housing and Urban Development regulations concerning HOME Investment Partnerships Program(HOME)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. "Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement<sup>1</sup>, life and/or medical insurance<sup>2</sup>, and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

### **C. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from

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<sup>1</sup>Unless the services under this Agreement are provided by a former City employee who is now retired and Grantee is otherwise obligated to pay for the same.

<sup>2</sup>Unless the services under this Agreement are provided by a former City employee who is now retired and Grantee is otherwise obligated to pay for the same.

any and all claims, actions, suits, charges, and judgments that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement. 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.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or,
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

#### I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

## **X. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with 2 CFR part 200 and 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR part 200, Subpart E – Cost Principles, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Misuse of program funds is a federal offense and is subject to reimbursement and immediate cancellation of this Agreement.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records which demonstrate compliance with 24 CFR 570.503(b)(7) or 570.505 regarding any change of use of real property acquired or improved with CDBG assistance;
- e. Records which demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing;

- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28;
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570; and,
- i. If the services of other businesses within the City of Merced are used in the implementation of this program and reimbursement for those services is requested, business license records of such businesses shall be provided. Subrecipient may contact either the Finance Department or Housing Division to verify current business license status.

## 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

## 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

## 4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not

directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the applicable State or Federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

#### 5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

#### 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Uniform Guidance.

Subrecipient's Organization agrees to provide City at Subrecipient Organization's cost, a certified audit performance by an accredited certified public account, of all funds received or utilized by Subrecipient Organization, including the distribution of CDBG Funds for fiscal years 2019/2020 and 2020/2021 to be delivered to City by March 31, 2022.



## C. Reporting and Payment Procedures

### 1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. All program income received shall be returned to the Grantee at the end of the contract period.

Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

### 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

### 3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

### 4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee. These progress reports shall be submitted to the Grantee on a quarterly basis and shall include:

- a. Number of occupants per quarter/Total Served;
- b. Income of all occupants in household;
- c. Amount paid for primary mortgage by household;
- d. Household Demographics per HUD guidelines; and,
- e. Total amount remitted to the City of Merced/Monthly financial statements as justification for program payments

#### D. Procurement

##### 1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

##### 2. Office of Management and Budget Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

##### 3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the city limits of Merced with funds provided under this Agreement.

#### E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR part 200, 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [If the Subrecipient fails to use CDBG - assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non- CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

#### **XI. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.)

## **XII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086. Subrecipient also agrees to comply with the provisions of the California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) and the Unruh Civil Rights Act (California Civil Code Section 12101 et seq.).

#### **2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### **3. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regards to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary

to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### B. Affirmative Action

#### 1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

#### 2. Women and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent

investigation.

### 3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

### 4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### 5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

### 6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

## C. Employment Restrictions

### 1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

### 2. Labor Standards

- a. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
- b. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- c. Advice of Prevailing Wage: Pursuant to Section 1781 of the Labor Code, Consultant/Contractor is advised that the work contemplated in this contract may be subject to the payment of prevailing wages and all other requirements of the Prevailing Wage Law. The prevailing wage of each job classification may be found by inquiry with the California Department of Industrial Relations. Consultant/Contractor shall comply with all laws related to the performance of public work including, but not limited to, the employment of apprentices pursuant to Section 1777.5 of the Labor Code, work day/week hours and overtime rates pursuant to Sections 1813 and 1815 of the Labor Code and the obligation set forth in Sections 1774-1776 of the Labor Code in regards to payment of prevailing wages and to provide the City of Merced and Department of Industrial Relations certified payrolls when required. A certified copy of all payroll records relative to this project shall be submitted to the City of Merced along with the related invoice. Receipt of certified payroll records is a prerequisite to receiving payment.
- d. No Consultant/Contractor or sub-consultant/contractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. No Consultant/Contractor or sub-consultant/contractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. All Consultants/Contractors or sub-consultants/contractors must furnish electronic certified payroll records to the Labor Commissioner. This requirement applies to all public works projects, whether new or ongoing. Consultant/Contractor is further advised that the work contemplated herein is subject to compliance monitoring and enforcement by the Department of Industrial Relations.



### 3. “Section 3” Clause

#### a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons

within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

## D. Conduct

### 1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

### 2. Subcontracts

#### a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

#### b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

#### c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

#### d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded

to the Grantee along with documentation concerning the selection process.

### 3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

### 4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG assisted activity, or with respect to the proceeds from the CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

## 5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification: 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.C. 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.

## 6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

## 7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

# **XIII. ENVIRONMENTAL CONDITIONS**

A. Subrecipient shall confirm with the grantee regarding all project specific locations. The Grantee is considered the responsible entity for the community and is responsible for ensuring all required environmental documents are completed prior to disbursement of federal funds into a project, including homeowner rehabilitation.

## 1. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

## 2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities

located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

### 3. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint, and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. After any necessary abatement, the affected structure(s) shall be re-tested, and clearance certification documentation shall be forwarded to the Grantee.

### 4. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

#### **XIV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

#### **XV. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

#### **XVI. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

#### **XVII. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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

GRANTEE  
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:  9/26/19  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

SUBRECIPIENT:  
Habitat for Humanity, Stanislaus County

BY:  \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Anita Hellam  
(Typed Name)

Its: \_\_\_\_\_  
Executive Director  
(Title)

Taxpayer I.D. No.: 77-0233512

ADDRESS: 630 Kearney Avenue  
Modesto, CA 95350

TELEPHONE: 209-575-4585

**EXHIBIT A**  
 Scope of Services / Project Narrative / Implementation Plan  
 Habitat for Humanity of Stanislaus County  
 “A Brush With Kindness” Homeowner Rehabilitation Program  
 FY 2019-21

Services and Activities Provided

- Expansion of existing services
- Lead testing and remediation will remove contaminants, eliminating future health risks.
- Repairs to damaged structures will restore homes to code, whereby improving living conditions.
- Roof replacements or repairs will be brought up to code and prevent leaks.
- HVAC installations or updates will provide healthy living conditions and mitigate against extreme summer temperatures, which are common in Merced.
- Efficient double-paned windows will replace single-paned aluminum windows to reduce energy loss and excessive cooling and heating costs.
- Leaking plumbing will be repaired to eliminate water damage and high water bills.

Project Narrative:

HFHS is requesting funding to rehabilitate a minimum of four (4) low income homes with an estimated 4 to 10 household residents, to improve and preserve some of the privately-owned, existing affordable housing stock in the City of Merced in compliance with the Housing Element objectives. Projects will include lead testing, lead remediation, roof repair, HVAC updates, efficient windows, and plumbing fixes.

Expected Outcomes:

- Existing housing inventory will be improved and sustained for families unable to afford ongoing maintenance.
- Longevity of homeownership will be enhanced due to reduced utility and health costs.
- Safety and blight challenges will be mitigated.

Implementation Plan (one year):

#	Task/Activity	Description	Completion Date
1	Test for lead	Determine if paint surfaces and flooring contain lead	10/30/19
2	Remediate lead	Respond to prescriptive lead removal processes	11/15/19
3	Repair or replace roof	Bring roof to code	12/1/19
4	Install or replace HVAC	Verify improvements needed for energy efficiency	12/15/19
5	Replace leaking plumbing	Install new plumbing	9/30/19
6	Replace aluminum single-pane windows	Install energy efficient windows	12/31/19
7	Repair fence	Improve security for family and pets	2/28/20
8	Repeat applicable tasks for homes 2-4	Repeat applicable descriptions for homes 2-4	6/30/20

## EXHIBIT B

### Housing Rehabilitation Program

Tasks/Program Goals	Months											
	1	2	3	4	5	6	7	8	9	10	11	12
1. Refinement of Forms and Procedures												
2. Outreach/Intake												
3. Number of Applicants Determined Eligible (Cumulative)												
4. Number of Work Proposals Completed (Cumulative)												
5. Number of Eligible Units Out-to-Bid (Cumulative)												
6. Number of Eligible Units Where Rehab Started (Cumulative)												
7. Number of Eligible Units Where Rehab 50% Completed (Cumulative)												
8. Number of Eligible Units Where Rehab/Final Inspection Completed (Cumulative)												
9. Submission of Quarterly Reports												

## EXHIBIT C

Budget for Homeowner Rehabilitation Program  
"A Brush With Kindness"  
Habitat for Humanity of Stanislaus County  
FY 2019-21

AGENCY	Habitat for Humanity Stanislaus County
PROJECT	A Brush With Kindness

### MISCELLANEOUS PROJECT COSTS:

ADMINISTRATIVE COSTS

SUPPLIES

POSTAGE

CONSULTANT SERVICES

MAINTENANCE/REPAIR

PUBLICATION/PRINTING

TRANSPORTATION

RENT

EQUIPMENT RENTAL

INSURANCE

UTILITIES

TELEPHONE

OTHER EXPENSES (SPECIFY):

20,000.00

### CIP REQUESTS ONLY:

LEAD-BASED PAINT ASSESSMENT/ABATEMENT

CONSTRUCTION/RENOVATION

CONSULTANT/PROFESSIONAL SERVICES

CONSTRUCTION MANAGEMENT

OTHER EXPENSES (SPECIFY):

24,000.00

156,000.00

TOTAL CDBG PROJECT BUDGET

\$ 200,000.00

**Subrecipient Agreement between  
The City of Merced  
and Restore Merced, Inc.  
For  
The City of Merced  
Community Development Block Grant  
For a Neighborhood Cleanup Program (“Restore Jobs”)**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Merced (herein called the “Grantee” and/or “City” and/or “City of Merced Housing Division”) and Restore Merced, Inc. (herein called the “Subrecipient”).

WHEREAS, the Grantee applied for and received funding from the United States Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (B-19-MC-06-0044) under the Community Development Block Grant (“CDBG”) and administered by the U.S. Department of Housing and Urban Development (“HUD”) (14.218-Entitlement Grant) with a Federal Award Date of August 22, 2019; and,

WHEREAS, Grantee adopted a Five-Year Consolidated Plan on May 14, 2015, which identifies projects for increased public services to area nonprofit agencies, particularly those programs that provide services for the homeless, youth, and seniors, as essential to the community; and,

WHEREAS, on June 17, 2019, the City approved an allocation of \$60,000 of its Community Development Block Grant funding (“CDBG”), through the program year 2019-2020 Annual Action Plan, to provide funding for a Neighborhood Cleanup Program; and,

WHEREAS, Grantee received an application from Restore Merced, Inc., to administer a neighborhood cleanup program (“Restore Jobs”) employing low-median income individuals in eligible census tracts within the City of Merced city limits; and,

WHEREAS, Neighborhood Cleanups are an eligible “Public Service” for the use of CDBG funds, pursuant to 24 CFR, Section 570.201(e). Specifically, “Public Services” are defined by 24 CFR, Section 570.201(e) as allowing for the provision of services (including labor, supplies, and

materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, homebuyer downpayment assistance, or recreational needs. A Neighborhood Cleanup under Public Services is described as a one-time or short-term effort to remove trash and debris from neighborhoods; and,

WHEREAS, Neighborhood Cleanups can also be considered an eligible “Interim Assistance” for the use of CDBG funds, pursuant to 24 CFR, Section 570.201(f)(ii). Specifically, “Interim Assistance” is defined by 24 CFR, Section 270.201(f)(ii) as an activity that may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where it is determined that immediate or urgent action is necessary to cease the deterioration and that permanent improvements will be carried out as soon as practicable, including the execution of special garbage, trash, and debris removal (neighborhood cleanup campaigns), but not including regular curbside collection; and,

WHEREAS, use of CDBG Funds for Neighborhood Cleanup Services benefitting low-median income-eligible individuals and census tracts meets the Goals and Policies found in Chapter 9 (Housing Element) of the Merced Vision 2030 General Plan, adopted on July 18, 2016, by the City Council; and,

WHEREAS, Subrecipient proposes to provide on-the-job training, mentorship, and job placement for homeless and rehabilitating individuals by completing neighborhood cleanup projects for the City of Merced, with the goal to clean up neighborhoods that are mostly inhabited by low-medium income individuals and families (“Restore Jobs” program, hereafter collectively referred to as “Program”); and,

WHEREAS, Grantee has determined, and Subrecipient certifies, that the Neighborhood Cleanup services being provided pursuant to this Agreement furthers the needs of the City as well as the policy and intent of the City’s CDBG Program’s goals and objectives as identified in the City’s 2015-2020 Consolidated Plan and 2019 Annual Action Plans; and,

WHEREAS, Subrecipient represents that it has the necessary experience and expertise in providing these services in a manner satisfactory to Grantee to implement the Program; and,

WHEREAS, the Subrecipient represents it is qualified and willing to provide such services pursuant to terms and conditions of this Agreement; and,

WHEREAS, Subrecipient shall comply with CDBG regulations, 24 CFR 570, including, but not limited to 2 CFR 230 et. seq., cost principles for non-profit organizations; and,

WHEREAS, Subrecipient is a Non-Profit Organization exempt from Federal income tax under Internal Revenue Code (IRC) Section 501(c)(3) with a local primary business address of 419 W. 19<sup>th</sup> Street, Merced, California 95340, and EIN: 82-3156923, and DUNS No. 081556186; and,

WHEREAS, the purpose of this Agreement is to set forth the responsibilities of the Grantee and Subrecipient in accomplishing the objectives of the HUD CDBG as set forth in the Housing and Community Development Act of 1974. The CDBG program and funds related thereto are referred to from time to time as the “CDBG Program” or “CDBG Funds”; and,

WHEREAS, the Subrecipient’s services will be delivered from Subrecipient’s office in Merced, California.

WHEREAS, Grantee agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for Grantee hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

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

## **I. SCOPE OF SERVICE**

### **A. Activities**

General Statement: The Subrecipient will be responsible for administering and providing a CDBG neighborhood cleanup program (“Program”) spanning the 2019-20 fiscal year in a manner satisfactory to the City and consistent

with any standards required as a condition of providing these funds. The program will be operated within the City limits of Merced by employing low-medium income homeless and rehabilitating individuals to clean up, remove, and properly dispose of rubbish and debris from HUD-qualified eligible census tracts within the City, specifically the areas around Bear Creek, Central/Downtown Merced, and South Merced. At times of special urgency, such as after a severe storm, the Subrecipient may be asked to assist in additional debris removal in these areas.

Such program implementation will include, but not be limited to, the activities eligible under the CDBG program described in this Section.

1. Program Delivery:

The CDBG Allocation of \$60,000, referenced herein above, shall be directed toward the following deliverable:

Activity #1: Subrecipient must utilize the funds in accordance with the applicable CDBG funding regulations, requirements, and general activity delivery for the Program. Proper backup documentation for all requested reimbursements shall be provided, and accuracy of all calculations shall be ensured before submittal of all invoices.

Activity #2: Subrecipient shall submit required documentation, which identifies income category qualifications, ethnicity, race, and other pertinent information, which HUD may require for the "Public Service." This reporting shall be performed quarterly and at year-end.

2. Services Provided:

Neighborhood Cleanup services to be provided with this Agreement shall include the following:

- a. Clean up and dispose of debris from the public rights-of-way of three specific areas where more than 50% of the population is Low-to Median-income and where homeless individuals are currently residing: the portions of North Merced that are South of Black Rascal Creek, West of G Street, North of the Santa Fe Railroad, and



North of Bear Creek, including the creek banks (Census Tracts 10.03 and 10.04); the portion of North Merced that is Northwest of Bear Creek, South of the Santa Fe Railroad, North of Highway 99, and East of the westerly City Limit line, including the creek banks (Census Tract 10.05), the portion of Downtown that is between G and M Street South of Bear Creek and North of Highway 99 (Census Tract 13.02), and the portion of South Merced that is South of Highway 99, East of M Street, West of the City Limit line at DeLong St, and North of Childs Avenue (Census Tract 16.01).

- b. Provide job training and experience to homeless or rehabilitating individuals enrolled in the Program in order to assist in building their resumes to show employability.
- c. Reimbursable expenses directly related to the above activities, including necessary equipment and supplies required to perform the work and dispose of debris collected.
- d. Reimbursable indirect administrative expenses directly related to the above activities shall be limited to 10 percent (10%) of the total CDBG funding for the 2019-20 fiscal year, or a maximum of \$6,000.

#### B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208 to include: providing an activity benefiting low-and moderate-income persons; aiding in the prevention or elimination of slums or blight; or meeting community development needs having a particular urgency.

The Subrecipient certifies that the Program activities that will be carried out under this Agreement will meet the primary National Objective to benefit low- and moderate-income persons, under the criteria of Area Benefit Activities listed at 24 CFR 570.208(a)(1), in that the activity benefits are available to all the residents in the City, inclusive of all census tracts, where at least 51 percent (51%) of the residents are low and moderate income persons.

In meeting this objective, all clients participating in the Program will provide proof of income eligibility using (a) income tax returns, paycheck stubs, public assistance documentation, and any other proof of income; and (b) proof they reside in a Census Tract recognized as low-and-moderate-income eligible.

The activities in the Program also meet a secondary National Objectives of “Low/Mod Limited Clientele, Job Service Benefit”, in that activities provide job training, placement, and/or employment support services in which the percentage of low/mod persons assisted is less than 51%, but the proportion of the total cost paid by CDBG does not exceed the proportion of the total number of person assisted who are low/mod.

Additionally, the Program also meets the National Objective of “Slum/Blight Area Benefit,” by including activities that prevent or eliminate blight (debris) in designated areas.

#### C. Levels of Accomplishment – Goals and Performance Measures

The Program will employ approximately seven to ten (7-10) individuals (or more) to perform the neighborhood cleanup services over the duration of the 2019-20 fiscal year.

To show a positive outcome, Subrecipient will provide other supportive services under separate funding sources that pair with the Program, including seeking to place the individuals into long-term job opportunities.

Subrecipient is expected to meet at least one of the following anticipated outcomes:

- Provide work experience that builds resumes and employability for 7-10 individuals,
- Enhance cleanliness in targeted neighborhoods and census tracts by funding approximately 48 neighborhood cleanup projects over the course of the fiscal year.
- Provide long-term job placement support for 7-10 individuals.
- Provide post-program support and follow up for 7-10 individuals (under separate funding).

The Subrecipient shall set attainable goals showing the number of individuals to be served and the expected success rate. A final report showing the goals created by subrecipient shall be submitted at year-end and shall include the outcome of the program including challenges and successes.

#### D. Staffing

The Subrecipient will dedicate the following staffing to the Program:

Program Oversight (Main): Matt St. Pierre, Executive Director  
Program Oversight (Alternate): Caleb Medefind, Board President

#### E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performances standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures applicable to this Agreement will be initiated.

## II. PROGRAM DESCRIPTION

Type of Program: Public Service  
HUD-CDBG Eligible Activity: Neighborhood Cleanups  
HUD Matrix Code: 05V  
Service Area: City of Merced  
Basic Eligibility Citation: 24 CFR 570.201(e)  
National Objective: Low/Mod Area Benefit (LMA); Job Service Benefit (LMASV); Slum/Blight Area Benefit (SBA)

## III. TERM OF PERFORMANCE

Services of the Subrecipient shall start on the 1<sup>st</sup> day of July, 2019, and end on the 30<sup>th</sup> day of June, 2020. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. All invoices shall be submitted to the City of Merced no later than June 1, 2020.

#### **IV. PROGRAM REPORTING**

The Subrecipient shall submit such reports as are required by the City to meet its local obligations and its obligations to HUD. The City will prescribe the report format, as well as the time and location of submission of such reports. Required reports include, but are not limited to, the following:

- Photographs of cleanup activities within City limits using equipment purchased through Program funds, including “before and after” sequences.
- A copy of any distributed materials to recruit new clients to the Program employment.
- Quarterly reports, which shall include progress made to date, such as number of individuals employed and narrative regarding employees who have obtained permanent employment during the fiscal year, or justification for lack of progress, in providing the services specified in Section I: Scope of Service, of this Agreement.
- Monthly reports of the demographic and income information regarding persons assisted by the Subrecipient through this Agreement, including those forms attached hereto as Exhibits.
- In addition to the monthly/quarterly reporting required, the sub-recipient shall provide the grantee with an end of year report, using the forms attached as exhibits to this agreement.

A. Outcome measures to be provided at year-end (based on Implementation Plan submitted by Subrecipient):

1. Total number and demographics of each individual employed through the Program at 20 hours per week.
2. Short narrative of individuals who gain permanent employment after job training and resume-building with the Program.
3. Percentage of program participants with full-time employment six (6) months after program completion.

4. Total dollars paid toward the number of hours worked.
5. Number of neighborhood cleanup projects completed.
6. Report of total tonnage and/or average per-day “bags filled” count of debris cleaned up from each of the target areas for the year; Subrecipient should attempt to categorize tonnage, etc. reports by census tract, so that Grantee can see the public benefit gained from the cleanup efforts in each area.
7. Narratives regarding the successes and setbacks experienced by Program through the year, solutions to improve the Program, and plan to seek expansion and financial self-sustainability of Program after the end of the year.

## V. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Neighborhood Cleanup - Direct	\$54,000
<u>Administrative Expenses (10%)</u>	<u>\$ 6,000</u>
TOTAL	\$60,000

Reimbursable administrative expenses directly related to the Program shall be limited to 10 percent (10%) of the total CDBG funding, or a maximum of \$6,000.

Any indirect costs charged must be consistent with the conditions of Paragraph IX (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

## VI. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$60,000. Draw-downs for the payment of eligible expenses shall be made against the line item budgets

specified in Paragraph V herein and in accordance with performance. Each Draw-down request shall be accompanied with an invoice itemizing all program expenses, previously drawn program grant funds, including thorough backup documentation, supporting expenses, and amount of program funds being requested. The Subrecipient will ensure that all calculations are correct and directly related to this Program before submitting for reimbursements. No amount of reimbursement will be granted for paid time off for any employees of the Subrecipient; all amounts invoices will be related to the Subrecipient's time put into the Program.

The Subrecipient shall meet with City of Merced Housing Division and Finance Department staff prior to commencement of this program to review and discuss: 1) requirements for reimbursement of invoices; 2) qualifying expenses; and, 3) allowable direct administration expenses per 2 CFR part 200.

Date of Meeting: 10/14/19  
Finance: Name Deborah Richardson Initials: DR  
Housing: Name Scott McBride Kim Nuff Initials: SM KN  
Subrecipient: Name Max SA R Initials: MSR

The Subrecipient shall submit all applicable invoices requesting reimbursement of qualified expenses to City of Merced Housing Division staff no later than June 1, 2020.

## **VII. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as previously mentioned shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this Agreement shall be directed to the following representatives of the parties:

GRANTEE

Scott McBride  
Director of Development Services  
City of Merced  
678 West 18<sup>th</sup> Street  
Merced, CA 95340  
(209) 385-6863  
mcbrides@cityofmerced.org

SUBRECIPIENT

Matt St. Pierre  
Executive Director  
Restore Merced, Inc.  
419 W. 19<sup>th</sup> Street  
Merced, CA 95340  
(209)233-1418  
matt@restoremerced.org

**VIII. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG including Subpart K of these regulations), except that:

1. The Subrecipient does not assume the recipient's ("Grantee's" herein) environmental responsibilities described in 24 CFR 570.604; and,
2. The Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement,<sup>1</sup> life and/or medical

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<sup>1</sup> Unless the services under this Agreement are provided by a former City employee who is now retired and Grantee is otherwise obligated to pay for the same.

of all Unemployment Compensation, FICA, retirement,<sup>1</sup> life and/or medical insurance,<sup>2</sup> and Worker's Compensation Insurance, as the Subrecipient is an independent contractor.

#### C. Hold Harmless

The Subrecipient shall hold harmless, protect, defend, and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

#### D. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### E. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

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<sup>1</sup> Unless the services under this Agreement are provided by a former City employee who is now retired and Grantee is otherwise obligated to pay for the same.

<sup>2</sup> Unless the services under this Agreement are provided by a former City employee who is now retired and Grantee is otherwise obligated to pay for the same.



#### F. Suspension or Termination

In accordance with 2 CFR part 200 and 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or,
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

### IX. ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

##### 1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR part 200 and 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

## 2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR part 200, Subpart E – Cost Principles, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Misuse of program funds is a federal offense and is subject to reimbursement and immediate cancellation of this Agreement.

### B. Documentation and Record Keeping

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records which demonstrate compliance with 24 CFR 570.503(b)(7) or 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- e. Records which demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- g. Financial records as required by 24 CFR 570.502, 2 CFR part 200, and 24 CFR 84.21–28.
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- i. If the services of other businesses within the City of Merced are used in the implementation of this program and reimbursement for those services is requested, business license records of such businesses shall be provided. Subrecipient may contact either the Finance Department or Housing Division to verify current business license status.

## 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

## 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

## 4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts

receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

#### 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Uniform Guidance.

Organization agrees to provide City at Organization's cost, a certified audit performance by an accredited certified public account, of all funds received or utilized by Organization, including the distribution of CDBG Funds for fiscal year 2019/2020 to be delivered to City by March 31, 2021.

#### C. Reporting and Payment Procedures

##### 1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from

funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

## 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

## 3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

## 4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

# D. Procurement

## 1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

## 2. Office of Management and Budget Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

## 3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel costs, per Section 2 CFR 200.474 “Travel Costs,” using funds provided under this Agreement. When requesting reimbursement for such travel costs, a mileage log showing origination and destination addresses of all trips, total mileage, dates of travel, and name(s) of traveler(s) shall be submitted as required backup documentation.

## E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR part 200, 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee.

## **X. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

#### **2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable.

#### **3. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee

and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### B. Affirmative Action

#### 1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

#### 2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as



minority and female business enterprises in lieu of an independent investigation.

### 3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

### 4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### 5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

### 6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

## C. Employment Restrictions

### 1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

### 2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### 3. “Section 3” Clause

#### a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the City Limits of Merced in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the City Limits of

Merced in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the City Limits of Merced in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a

preliminary statement of ability to comply with the requirements of these regulations.

#### D. Conduct

##### 1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

##### 2. Subcontracts

###### a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

###### b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

###### c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

###### d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open

competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

### 3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

### 4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

## 5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

### d. Lobbying Certification

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.C. 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.

## 6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

## 7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

# **XI. ENVIRONMENTAL CONDITIONS**

A. Subrecipient shall confirm with the grantee regarding all project specific locations. The Grantee is considered the responsible entity for the community and is responsible for ensuring all required environmental documents are completed prior to disbursement of federal funds into a project, including Public Services.

## 1. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.



## 2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

## 3. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

## 4. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are

fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic,

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

GRANTEE  
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:  8/9/19  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

SUBRECIPIENT:  
Restore Merced, Inc.

BY:   
(Signature)

\_\_\_\_\_  
Matt St. Pierre  
(Typed Name)

Its: Executive Director  
(Title)

Taxpayer I.D. No.: 82-3156923

Address: 419 W. 19th Street  
City: Merced, CA 95340  
Phone: 209-233-1418  
Email: matt@restoremerced.org

## EXHIBIT A

### Scope of Services / Implementation Plan / Project Narrative Restore Merced, Inc. Neighborhood Cleanup Services FY 2019-20

#### Services Provided

- Job Experience
- Neighborhood Clean Up
- Job Training
- Job Placement

#### Project Narrative:

Community members who have been incarcerated, have felonies on their record, or are in recovery from addiction experience countless barriers to finding gainful employment. Among the most significant of these barriers is disconnectedness. With gaps in their employment history or past convictions, it can seem impossible to be truly considered for any job position. This creates a sense of hopelessness and despair for rehabilitating individuals who are trying to live an honest life. Restore Merced seeks to step into these gaps and build bridges that connect those who are most disenfranchised to opportunities for flourishing..

Restore Jobs is a holistic program providing work experience, mentorship, and long term placement in order to connect those who are most disenfranchised to opportunities for self-sufficient flourishing. For 6-9 months, participants will receive paid work experience as we provide Neighborhood Clean Up projects for the city of Merced.

At the halfway point, we will identify along with the student a fitting career path and then send them to receive the necessary training and certification (i.e. welding and fabrication, auto mechanic, and other various trades). Meanwhile, we will continue our work of building a network of local employers to place these individuals into entry-level work opportunities upon completion of the program. Finally, we will conduct quarterly follow-ups with graduates after job placement that includes a savings matching program of up to \$250/quarter for the first year after program completion. This will also ensure ongoing contact and opportunity for feedback provided from the individual's employer.

#### Implementation Plan:

#	Task/Activity	Description	Completion Date
1	Job Training and Experience	Clean sidewalks, bike paths, and creeks	6/30/20
2	Neighborhood Clean Up	Downtown, Bear Creek, Black Rascal Creek, Downtown Merced	6/30/20

**EXHIBIT B**  
 Budget for Neighborhood Cleanup Services  
 Restore Merced, Inc.  
 FY 2019-20

AGENCY	Restore Merced
PROJECT	Restore Jobs

**MISCELLANEOUS PROJECT COSTS:**

ADMINISTRATIVE COSTS	12,000
SUPPLIES	5,000
POSTAGE	
CONSULTANT SERVICES	
MAINTENANCE/REPAIR	4,500
PUBLICATION/PRINTING	
TRANSPORTATION	
RENT	12,000
EQUIPMENT RENTAL	
INSURANCE	2,500
UTILITIES	6,000
TELEPHONE	
OTHER EXPENSES (SPECIFY):	158,000

Program Staff, Work Crew Salary (10), Worker's Compensation, Tools, Vehicle Expenses, Uniforms, Savings Matching, Etc.

**CIP REQUESTS ONLY:**

LEAD-BASED PAINT ASSESSMENT/ABATEMENT	
CONSTRUCTION/RENOVATION	
CONSULTANT/PROFESSIONAL SERVICES	
CONSTRUCTION MANAGEMENT	
OTHER EXPENSES (SPECIFY):	

\$ 209,000  
~~\$0.00~~

**TOTAL CDBG PROJECT BUDGET**

2019 HUD Annual Plan

INVOICE

Organization Name:  
Mailing Address:  
Program Name:  
Program Year:

FY 2019-20

Date of Invoice:  
Invoice Number:

EXHIBIT C-1

Invoicing

Invoice to Request Reimbursement for Activities

Administrative Expenses (list here & describe in space provided below)			Budget	Billed on previous invoices	Billed this invoice	Remaining on Contract
1	Admin Expense 1					
2	Admin Expense 2					
3	Admin Expense 3					
Total Administrative Expenses:			\$ -	\$ -	\$ -	\$ -
Program Expenses (list here & describe in space provided below)			Budget	Billed on previous invoices	Billed this invoice	Remaining on Contract
1	Activity 1					
2	Activity 2					
3	Activity 3					
4	Activity 4					
Total Program Expenses:			\$ -	\$ -	\$ -	\$ -
TOTALS FOR THIS PROGRAM:			\$ -	\$ -	\$ -	\$ -

Explanation of Administrative Expenses requested for reimbursement (itemize, and please list backup items attached):

Explanation of Program Expenses requested for reimbursement (itemize, and please list backup items attached):

This information is true and correct to the best of my knowledge.

(Signed)

Date:

## Invoicing

**TEMPLATE - Payroll Reimbursement Request (bi-weekly cycle)**

[illegible]



# EXHIBIT C-3

## Invoicing

Mileage Log (for Use in Reimbursement Requests for Public Services Activities)

### Mileage Log and Expense Report for City of Merced Housing Program Grants

Organization Name \_\_\_\_\_

Employee Name \_\_\_\_\_

Vehicle Description (make, model, license) \_\_\_\_\_

Authorized By \_\_\_\_\_

Rate Per Mile \_\_\_\_\_

For Period \_\_\_\_\_

Total Mileage \_\_\_\_\_

Total Reimbursement \$0.00

Year and Source where mileage rate obtained \_\_\_\_\_

Year: \_\_\_\_\_ Source: \_\_\_\_\_

[www.irs.gov/efax/professionals/standard-mileage-rates](http://www.irs.gov/efax/professionals/standard-mileage-rates)

For current mileage rate information, please see the link above. Please note that Standard Mileage Rates are issued yearly on January 1st of each year.

This mileage log meets IRS minimum mileage documentation and reporting requirements for business tax credit purposes. Please refer to IRS Publication #463 for more information.

Date	Starting Location Address	Destination Address	Description/Purpose/Notes	Odometer Start	Odometer End	Mileage	Reimbursement
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
Totals						0	\$0.00



**EXHIBIT D-1**  
Reporting Requirements  
General Requirements  
Restore Merced, Inc.  
FY 2019-20

1. Progress reports are due each quarter, at a minimum. Each report should contain the information listed below, using the spreadsheet at Exhibit D-2 of this agreement (*an Excel version of this spreadsheet will be emailed to you when execution of the agreement is complete*).
2. In addition to the monthly/quarterly reporting required, the sub-recipient shall provide the grantee with an end of year report. Reporting forms will be emailed to you by City Housing staff by approximately June 1, 2020, to complete and return.
3. Database containing service provided; number of participants; male and female breakdown; number of sessions; attendance; copies of entrance and post exams; and, absences.
4. Furnish a copy of an entrance and post tests for each attendee.
5. Copy of sign-in sheets of activity attendees, time cards of employees, etc.
6. Photographs of events, special trips, and/or training
7. Demographic information:
  - a. Household Size
  - b. Household Income
  - c. Are the household members Hispanic or Latino
  - d. Race/Ethnicity (see list below)
    - White
    - Black/African American
    - Black/African American and White
    - Asian
    - Asian and White
    - American Indian/Alaskan Native
    - American Indian/Alaskan Native and White
    - American Indian/Alaskan Native and Black/African American
    - Native Hawaiian/Other Pacific Islander
    - Other Multi-Racial
  - e. Household's Average Median Income.
  - f. Is the Head of Household a Female (yes or no).
8. Submittal of a six-month outcome report for clients served (beginning with last month of assistance), when possible.

## Reporting Requirements

Data entry for activities that met the Low/Mod Limited Clientele (LMC) National Objective

[illegible]

**Agreement between City of Merced  
and the County of Merced  
for Continuum of Care 2019-2020**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Merced (herein called the “Grantee”) and County of Merced. (herein called the “Subrecipient”).

WHEREAS, The Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (B-19-MC-06-0044) under the Community Development Block Grant (“CDBG”) and administered by the U.S. Department of Housing and Urban Development (“HUD”) (14.218-Entitlement Grant) with a Federal Award Date of August 22, 2019; and,

WHEREAS, The Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

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

**I. SCOPE OF SERVICE**

**A. Activities**

1. Grant Inventory Worksheet (GIW) – As required by the Department of Housing and Urban Development (HUD), the GIW is a snapshot of each grantee, their project information, budget line items, types of units, grant characteristics, etc. This document kicks-off the annual planning process for all homeless continuum of care (CoC).

2. CoC Application – Outlines all planning activities, grantee performance, street count results, etc. Requirements and directions for completing this document are outlined by HUD annually through the Notice of Funding Availability (NOFA). Along with this application,

renewal and new opportunity grants are submitted. The scoring of this application determines if the grants submitted are awarded.

3. Homeless Count and Subpopulation Survey – CoC must plan for and conduct a point-in-time count of homeless persons within its geographic area. The count must a) identify the number of homeless persons; b) identify the number of homeless persons in emergency shelters and transitional housing programs; and c) identify other requirements including subpopulation data required by HUD.
4. HIC/PIT/AHAR – The Housing Inventory Count collects information about all of the beds and units in each CoC's homeless system, categorized by Provider Program Types (i.e. emergency shelter, transitional, permanent). The Point in Time Homeless Persons Count provides a count of sheltered and unsheltered homeless persons. Counts are further broken down into sub-population categories including counts of persons who are chronically homeless, persons with severe mental illness, chronic substance abusers, Veterans, persons with HIV/AIDS, and victims of domestic violence. The Annual Homeless Assessment Report is a report to Congress on the extent and nature of homelessness in America. The report is based primarily on HMIS data about persons who experience homelessness during a 12 month period. *(It is the HMIS Grantee's responsibility to submit AHAR data).*
5. General CoC Administration – Responding to inquiries, etc.
6. CoC Grantee Monitoring - Estimated performance period.
7. CoC Meetings.
8. 10-Year Plan Monitoring/Coordination.
9. Implement new HEARTH Regulations – With the CoC, develop a Governance Charter, ensure the CoC Board is made up of participants required by HEARTH and facilitate development of a Coordinated Assessment.

10. Emergency Shelter Grant (ESG) Consultation – Keep the CoC informed of ESG grant opportunities and ensure ESG applicants apply for services that are not duplicative and are in line with CoC goals.

11. Funding- Secure additional funding as it relates to CoC Homeless activities. Will apply for Homeless Emergency Assistance Program Funding (HEAP) and California Emergency Solutions and Housing Program Funding (CESH). Will apply all rules and regulations to disburse and monitor funds associated with the funding source as well as monitoring program objectives and outcomes.

12. Coordinated Entry System- Will provide direct oversight of CES performance and activities as required by HUD.

\*All performance periods are estimated since they are subject to changes by HUD.

#### B. Program Delivery

1. Subrecipient agrees to submit 2019/20 progress reports, in conjunction with quarterly invoices, demonstrating levels of work accomplished.

2. Subrecipient will conduct a minimum of 15 meeting and workshops over the course of contract, and will submit meeting records (agendas, minutes, etc.) with quarterly invoices. Meetings will focus on CoC coordination, closing gaps in homeless services and implementation of the recommendations outlined in the 10-Year Plan to End Homelessness.

3. In accordance with HUD requirements, Subrecipient will produce a data report based on the Homeless Count and Subpopulation Survey, which will identify the number and characteristics of homeless persons in Merced.

4. Subrecipients will ensure that performance standards conform to the City's Consolidated Plan obligations, as required by HUD.

5. Subrecipient will facilitate collaboration among local service providers to address the housing needs of those homeless subpopulations prioritized by HUD.
6. Subrecipient will be responsible for performing electronic submissions to HUD, such as the annual CoC application. Subrecipient will also collaborate with the HMIS administrator to assist the City with fulfilling its reporting obligations to HUD.
7. Subrecipient will work with the City and local partners on the following:
  - a) Coordinated intake and assessment system, as required by HUD;
  - b) Categorization of homeless persons for reporting purposes, as required by HUD;
  - c) Identification of factors linked to increased risk of homelessness;
  - d) Inventory of facilities and services for persons experiencing homelessness;
  - e) Developing strategies (10-Year Plan to End Homelessness) to reduce and end local homelessness; and
  - f) Evaluating progress in meeting objectives for reducing and ending homelessness.

#### C. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives; benefit low-and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons.

#### D. Levels of Accomplishment – Goals and Performance Measures

Subrecipient agrees to provide quarterly progress reports to the City of Merced – Housing Division summarizing the activities associated with the Continuum of Care. The reports should include progress related to each

activity, if applicable, identify any issues, how issues were addressed and resolved, and comments to staff.

Goals and performance measures to be addressed include establishing a Continuum of Care Board that conforms to HEARTH Act requirements, creating Governance Charter that conforms to HEARTH Act requirements, and progress/updates pertaining to the goals identified in the 10-Year Plan to end Chronic Homelessness.

**E. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performances standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on July 1, 2019, and end on June 30, 2020. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

<u>Line Item</u>	<u>Amount:</u>
Continuum of Care	\$38,000

Any indirect costs charged must be consistent with the conditions of Paragraph VII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any

amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

#### IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$38,000. Draw-downs for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Each Draw-down request shall be accompanied with an invoice itemizing all program expenses, previously drawn program grant funds, including backup documentation, supporting expenses, and amount of program funds being requested.

The Subrecipient shall submit all applicable invoices requesting reimbursement of qualified expenses to City of Merced Housing Division staff no later than June 1, 2020.

The Subrecipient shall meet with City of Merced Housing Division and Finance Department staff prior to commencement of this program to review and discuss: 1) requirements for reimbursement of invoices; 2) qualifying expenses; 3) allowable administration costs (\_\_\_\_%); and 4) a determination of the maximum eligible direct and indirect costs of the project (\_\_\_\_%).

Date of Meeting: \_\_\_\_\_  
Finance: Name \_\_\_\_\_ Initials: \_\_\_\_\_  
Housing: Name \_\_\_\_\_ Initials: \_\_\_\_\_  
Subrecipient: Name \_\_\_\_\_ Initials: \_\_\_\_\_

#### V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed



individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
Scott McBride	Michelle Roe
Director of Development Services	Deputy Director
City of Merced	Merced Co. Human Services Agency
678 West 18 <sup>th</sup> Street	2115 West Wardrobe Ave
Merced, CA 95340	Merced, CA 95341
209-385-6863	209-385-3000
Email: mcbrides@cityofmerced.org	Email: mroe@hsa.co.merced.ca.us

## **VI. GENERAL CONDITIONS**

### **A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or

medical insurance and Worker's Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

E. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

F. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders,

and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

#### G. Subcontracts – Assignments

Subrecipient intends to subcontract with Urban Initiatives to fulfill the terms of this Agreement. Subrecipient shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any other entity without obtaining prior written consent by Grantee. Subrecipient remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Subrecipient shall be held responsible by Grantee for the performance of any subcontractor whether approved by Grantee or not.

#### H. Access to Records

Organization agrees that City or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project. Organization hereby severally warrants that all project records, books, papers, and documents will be retained for a period not less than four (4) years after the project terminates and grants City the option of retention of the project records, books, papers, and documents.

### **VII. ADMINISTRATIVE REQUIREMENTS**

#### A. Financial Management

##### 1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR part 200 and agrees to adhere to the accounting principles and procedures required therein,

utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

## 2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR part 200 Subpart E and A-87, "Cost Principles for State, Local, and Indian Tribal Governments," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Misuse of Program funds is a federal offense and is subject to reimbursement and immediate cancellation of this agreement.

## B. Documentation and Record Keeping

### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR part 200;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- h. If the services of other businesses within the City of Merced are used in the implementation of this program, the Subrecipient shall provide sufficient documentation that such business(es) are currently licensed to do business within the City of Merced. The Subrecipient may contact either the Finance Department or Housing Division to verify current business license status.

## 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

## 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

## 4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain

in effect during any period that the Subrecipient has control over CDBG funds, including program income.

#### 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Uniform Guidance.

Organization agrees to provide City at Organization's cost, a certified audit performance by an accredited certified public account, of all funds received or utilized by Organization, including the distribution of CDBG Funds and HOME funds for fiscal year 2019/2020 to be delivered to City by March 31, 2021.

### C. Reporting and Payment Procedures

#### 1. Program Income

The Subrecipient shall report semi-annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

## 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

## 3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

## 4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

# D. Procurement

## 1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

## 2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR part 200.

## 3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the City Limits with funds provided under this Agreement.

#### E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].



## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

#### **2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### **3. “Section 3” Clause - Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

**B. Conformance to Applicable Laws.**

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

Contractor 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 Contractor so employ such unauthorized aliens for the performance of work and/or service 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, Contractor 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.

**C. Waiver.**

In the event that either City or Contractor 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.

D. Inconsistent or Conflicting Terms in Agreement and Exhibits.

In the event of any contradiction or inconsistency between any attached documents(s) or exhibits(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.

E. 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.

F. 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.

G. Amendment.

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

H. 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.

I. 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.

J. 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.

K. Communication.

The Subrecipient shall document their programming efforts and report to the City Council on a quarterly basis. While the details and format of the report can be mutually agreed upon after the execution of the agreement, the reports shall generally include the following information:

- \* The date and time of all activities offered
- The number of participants for or at each activity.
- The number of volunteers/staff for or at each activity.
- A sign-in/sign out sheet for each activity.
- A database containing services provided.
- \* Photos of events/training.

In addition, on at least a six month basis, each organization contracted with the subrecipient shall complete a short self- evaluation, answering the following questions:

- \* What was the best thing that happened by the COC this quarter?
- Did you accomplish your goal as stated in the agreement with the subrecipient?
- If not, why not?
- What would help make COC program better?
- Do you have any new partnerships?

## **IX. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

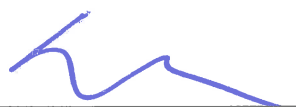
GRANTEE  
CITY OF MERCED  
A California Charter Municipal Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  8/9/18  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

SUBRECIPIENT  
County of Merced

BY: \_\_\_\_\_  
Lloyd Pareira  
Merced County Board of Supervisors

DATE: \_\_\_\_\_

Its: Chairperson  
(Title)

APPROVED AS TO LEGAL FORM  
MERCED COUNTY COUNSEL

BY: \_\_\_\_\_  
James N. Fincher Date  
County Counsel

Taxpayer I.D. No.: 94-6000521

ADDRESS: 2222 M Street  
Merced, CA 95340

TELEPHONE: (209) 385-7637

FAX: (209) 385-7375

**FY 2018-19 INDIRECT COST RATE (ICR)**

Data from FY 2016-17 County Expense Claims

<b>COUNTIES</b>	<b>ICR</b>
ALAMEDA	0.22
ALPINE	0.77
AMADOR	0.36
BUTTE	0.25
CALAVERAS	0.33
COLUSA	0.66
CONTRA COSTA	0.35
DEL NORTE	0.28
EL DORADO	0.33
FRESNO	0.14
GLENN	0.25
HUMBOLDT	0.36
IMPERIAL	0.23
INYO	0.28
KERN	0.16
KINGS	0.22
LAKE	0.25
LASSEN	0.41
LOS ANGELES DPS	0.20
MADERA	0.30
MARIN	0.39
MARIPOSA	0.42
MENDOCINO	0.32
MERCED	0.13
MODOC	0.27
MONO	0.41
MONTEREY	0.21
NAPA	0.29
NEVADA	0.51
ORANGE	0.21
PLACER	0.56
PLUMAS	0.34
RIVERSIDE	0.10
SACRAMENTO-DHA	0.22
SAN BENITO	0.41
SAN BERNARDINO	0.19
SAN DIEGO	0.23
SAN FRANCISCO	0.23
SAN JOAQUIN	0.13
SAN LUIS OBISPO	0.19
SAN MATEO	0.24
SANTA BARBARA	0.13
SANTA CLARA	0.19
SANTA CRUZ	0.22
SHASTA	0.33
SIERRA	0.44
SISKIYOU	0.24
SOLANO	0.24
SONOMA	0.17
STANISLAUS	0.16
SUTTER	0.16
TEHAMA	0.11
TRINITY	0.32
TULARE	0.29
TUOLUMNE	0.17
VENTURA	0.22
YOLO	0.17
YUBA	0.21
LOS ANGELES DCS	0.20
SAC-DHHS-CHILD	0.34
SAC-DHHS-ADULT	0.22
SMATEO DP AGING	0.30
PLACER-ASOC	0.40
<b>STATEWIDE</b>	<b>0.21</b>



## ADMINISTRATIVE REPORT

**Agenda Item J.7.**

Meeting Date: 10/21/2019

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

**SUBJECT:** Adoption of Resolution Declaring the Intent to Vacate a 20-Foot Wide Temporary Access Easement Located on Lot 137 within the Summer Creek Subdivision (Vacation 19-02), Generally Located East of McKee Road at Silverstone Drive and Setting a Public Hearing on November 18, 2019, for the Vacation Process

### REPORT IN BRIEF

Considers adopting a Resolution to declare the intent to vacate a 20-foot wide temporary access easement located on Lot 137 (APN: 008-450-005) within the Summer Creek Subdivision, generally located east of McKee Road at Silverstone Drive, and setting a public hearing for November 18, 2019, for the vacation process.

### RECOMMENDATION

**City Council** - Adopt a motion adopting **Resolution 2019-66**, a Resolution of the City Council of the City of Merced, California, declaring its intention to vacate a 20-foot wide temporary access easement on Lot 137 within the Summer Creek Phase Two Subdivision (Vacation #19-02) and setting time and place for Public Hearing.

### ALTERNATIVES

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

### AUTHORITY

Section 8335 of the Streets and Highways Code authorizes the City Council to vacate a right-of-way or easement by adopting a resolution of vacation. Section 8336 of that Code requires the City Clerk to record a certified copy of the resolution of vacation. Additionally, City of Merced Administrative Policy A-6 provides direction to staff for processing vacation requests, and City Resolution 76-80 establishes a policy concerning costs associated with the vacation.

### CITY COUNCIL PRIORITIES

Not applicable.



## **DISCUSSION**

Bright Development is requesting the Vacation/Abandonment of the 20-foot-wide temporary access along the north-westerly property line of Lot 137 (see Location Map at Attachment 1).

When the subdivision was originally approved, a temporary emergency vehicle access through this lot and the Lot 130 (southwest and adjacent to this lot) was required to provide temporary emergency vehicle access to Phase 2 of the Summer Creek Subdivision. However, with the construction of Phase 2, the streets provide the necessary access and there is no longer a need for the temporary access easement.

The legal description and map of the vacation area are provided at Attachment 2.

On June 5, 2019, the Planning Commission reviewed the proposed vacation and found it to be consistent with the General Plan.

The City Council's action would be to adopt the resolution at Attachment 3 setting the public hearing for Vacation #19-02 for Monday, November 18, 2019.

## **IMPACT ON CITY RESOURCES**

There would be no impact on City resources as a result of this action.

## **ATTACHMENTS**

1. Location Map
2. Abandonment Area
3. Draft City Council Resolution





YOSEMITE AVE

VIA MORAGA

AVILES DR

LOT 137 - APPROXIMATE  
LOCATION OF TEMPORARY  
ACCESS EASEMENT  
TO BE ABANDONED

OAK CREEK  
WAY

FREESTONE DR

CREEKVIEW DR

MARINER WAY

LOT 130 - TEMPORARY  
ACCESS EASEMENT  
ABANDONED 3/18/19

SILVERSTO

CREEKVIEW DR





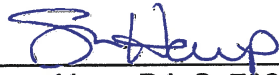
**EXHIBIT 'A'**  
**Legal Description for**  
**Abandonment of 20' Wide Temporary Access Easement**  
**Summer Creek Phase 2 (A.P.N. 008-450-005)**

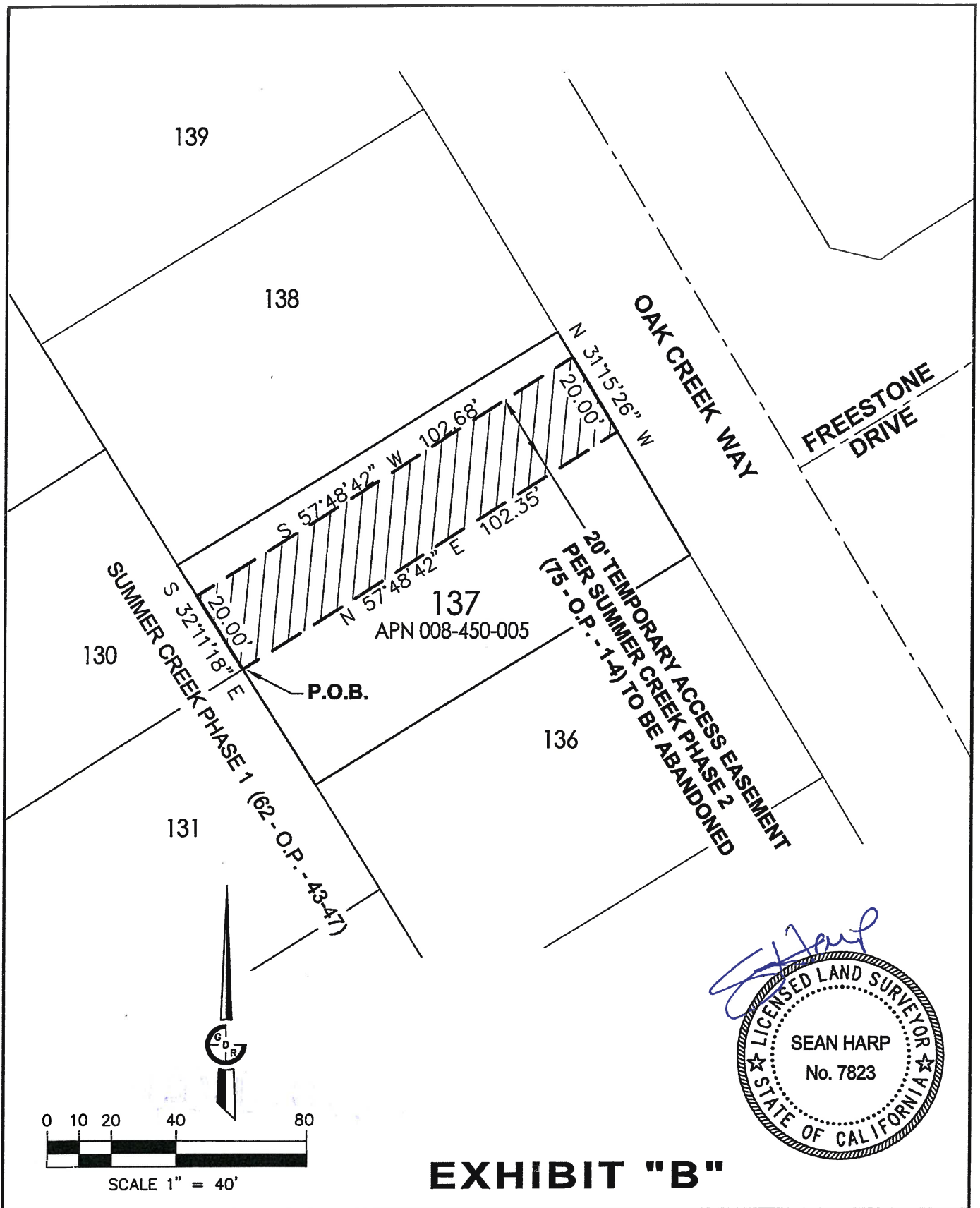
Being that certain 20-foot wide Temporary Access Easement lying within the boundaries of Lot 137 as shown on the map of Summer Creek Phase 2 filed in Book 75 of Official Plats, at Pages 1 through 4, inclusive, Merced County Records, lying in Section 16, Township 7 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Merced, County of Merced, State of California, more particularly described as follows:

Beginning at the southwesterly corner of said Temporary Access Easement, also being the southeasterly corner of Lot 130 as shown on the map of Summer Creek Phase 1 filed in Book 62 of Official Plats, at Pages 43 through 47, inclusive, Merced County Records; thence along the southeasterly line of said easement, North 57°48'42" East, 102.68 feet to the northeasterly line of said Lot 137; thence along said northeasterly line, North 31°15'26" West, 20.00 feet; thence along the northwesterly line of said easement, South 57°48'42" West, 102.68 feet; thence along the southwesterly line of said Lot 137, South 32°11'18" East, 20.00 feet to the point of beginning.

This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.



  
Sean Harp, P.L.S. 7823      5/3/2019  
Date



## EXHIBIT "B"



**GDR ENGINEERING, Inc.**  
ENGINEERING/SURVEYING/PLANNING  
3525 Mitchell Road, Ste. G, Ceres, CA 95307  
PH: (209) 538-3360  
www.gdrengineering.com

**ABANDONMENT OF TEMPORARY ACCESS  
EASEMENT FOR SUMMER CREEK PHASE 2**  
CITY OF MERCED, COUNTY OF MERCED, CALIFORNIA

JOB NO.: 18022

5/3/2019

SHEET 1 OF 1

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
DECLARING ITS INTENTION TO VACATE A 20-  
FOOT WIDE TEMPORARY ACCESS EASEMENT  
ON LOT 137 WITHIN THE SUMMER CREEK  
PHASE TWO SUBDIVISION (VACATION #19-02)  
AND SETTING TIME AND PLACE FOR PUBLIC  
HEARING**

WHEREAS, the City Engineer of the City of Merced has recommended that the hereinafter described portion of public right-of-way is unnecessary for prospective public purposes; and

WHEREAS, the City Engineer has filed maps or plans with the City Clerk of the City of Merced showing the portion of the public right-of-way to be vacated at a specific time that will be determined.

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

SECTION 1. The City Council of the City of Merced declares its intention to proceed under the provisions of Part 3 of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Service Easements Vacation Law, Chapter 3, to vacate a 20-foot wide temporary access easement along the northwestern property line of Lot 137 within the Summer Creek Phase Two Subdivision, as described in Exhibit "A" and shown on the map at Exhibit "B" attached hereto and incorporated herein by this reference.

SECTION 2. Reference is made to the maps and plans which are filed in the office of the City Clerk of the City of Merced for further particulars as to the proposed vacation and reservation.

SECTION 3. November 18, 2019, at the hour of 6:00 p.m. of said day in the Council Chamber of the City Council, 678 West 18<sup>th</sup> Street, Merced, California, is fixed as the time and place for hearing all persons interested in or objecting to the proposed vacation. Said hearing may be postponed or continued.

SECTION 4. The City Engineer is directed to post or cause to be posted at least two weeks before the date set for hearing not less than three (3) notices of vacation of a portion of public right-of-way, not more than three hundred (300) feet apart, conspicuously along the lines of said portion of the public street proposed to be vacated, stating adoption of this resolution and the time and place of the hearing herein called. Posting a copy of this resolution shall constitute the posting of the required notice.

SECTION 5. The City Clerk is directed to cause a copy of this Resolution to be published once each week for two successive weeks prior to the public hearing in the official newspaper.

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:

Prueha A. Hinn 6-7-19  
City Attorney      Date

**EXHIBIT 'A'**  
**Legal Description for**  
**Abandonment of 20' Wide Temporary Access Easement**  
**Summer Creek Phase 2 (A.P.N. 008-450-005)**

Being that certain 20-foot wide Temporary Access Easement lying within the boundaries of Lot 137 as shown on the map of Summer Creek Phase 2 filed in Book 75 of Official Plats, at Pages 1 through 4, inclusive, Merced County Records, lying in Section 16, Township 7 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Merced, County of Merced, State of California, more particularly described as follows:

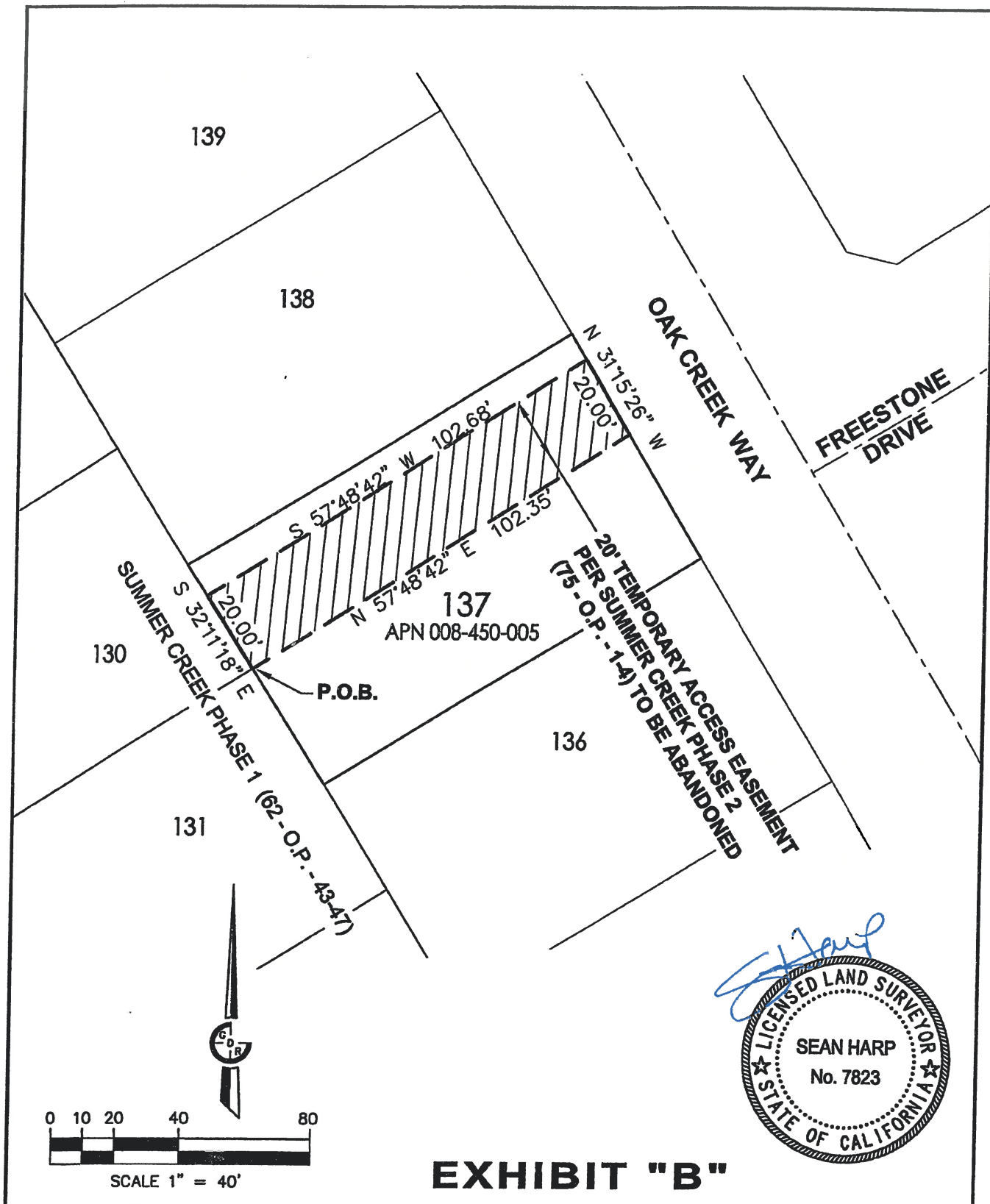
Beginning at the southwesterly corner of said Temporary Access Easement, also being the southeasterly corner of Lot 130 as shown on the map of Summer Creek Phase 1 filed in Book 62 of Official Plats, at Pages 43 through 47, inclusive, Merced County Records; thence along the southeasterly line of said easement, North 57°48'42" East, 102.68 feet to the northeasterly line of said Lot 137; thence along said northeasterly line, North 31°15'26" West, 20.00 feet; thence along the northwesterly line of said easement, South 57°48'42" West, 102.68 feet; thence along the southwesterly line of said Lot 137, South 32°11'18" East, 20.00 feet to the point of beginning.


This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.



 5/3/2019  
Sean Harp, P.L.S. 7823                      Date





 <b>GDR ENGINEERING, Inc.</b> ENGINEERING/SURVEYING/PLANNING 3325 Mitchell Road, Ste. G, Corcoran, CA 95307 PH: (209) 538-3360 www.gdrengineering.com	<b>ABANDONMENT OF TEMPORARY ACCESS EASEMENT FOR SUMMER CREEK PHASE 2</b> CITY OF MERCED, COUNTY OF MERCED, CALIFORNIA	JOB NO.:18022 5/3/2019 SHEET 1 OF 1
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## ADMINISTRATIVE REPORT

**Agenda Item J.8.**

Meeting Date: 10/21/2019

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

**SUBJECT:** Adoption of Resolution Approving the Final Map for Moraga of Merced, Unit No. 2 Subdivision - Final Map #5370 for 233 Single-Family Lots, Generally Located on the South Side of Yosemite Avenue, East of Via Moraga

### REPORT IN BRIEF

Considers the approval of Final Map #5370 for 233 single-family lots, generally located on the south side of Yosemite Avenue, east of Via Moraga.

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Approving **Resolution 2019-69**, a Resolution of the City Council of the City of Merced, California, approving the Final Subdivision Map for the Moraga of Merced, Unit No. 2 Subdivision (#5370); and,
- B. Approving the Subdivision Agreement for the Moraga of Merced, Unit 2 Subdivision; and,
- C. Authorizing the City Manager or the Assistant City Manager to execute the Subdivision Agreement.

### ALTERNATIVES

- 1. Approve the request as recommended by staff; or,
- 2. Deny the request; or,
- 3. Approve, subject to modifications as conditioned by Council; 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 City Council motion).

### AUTHORITY

Chapter 24 of Title 18, Subdivisions, of the Merced Municipal Code (MMC) deals with final maps. Section 18.24.120 gives the City Council authority to approve the final map and agreements as long as it is consistent with the Tentative Map.

### DISCUSSION

The proposed subdivision (Moraga of Merced, Unit 2) is generally located on the south side of Yosemite Avenue, east of Via Moraga (Attachment 1). This is the second phase of the Moraga of

Merced Subdivision and includes 233 single-family lots.

The owner/developer, Lennar Homes, Inc., has substantially complied with the previously approved tentative map for this site (Tentative Map #1271), and has complied with the Conditions of Approval listed in Planning Commission Resolution #2817 (Attachment 3), adopted by the Planning Commission on May 4, 2005.

Section 66474.1 of the Subdivision Map Act, states that a legislative body shall not deny a Final Map if the Final Map is in substantial compliance with the previously approved Tentative Subdivision Map. As previously stated, the proposed Final Map has been found to be in substantial compliance with the Tentative Map for this subdivision. Therefore, it is now appropriate to approve the Final Map (Attachment 2) and Subdivision Agreement (Attachment 4).

The subdivision was annexed into the Community Facilities District (CFD) for Services (CFD No. 2003-2) as part of Annexation No. 3 in 2006.

#### City Council Action

The proposed Final Subdivision Map substantially complies with the approved Tentative Map for this site (TSM #1271). Therefore, the City Council should adopt the Resolution found at Attachment 5 approving Final Map #5370 for Moraga of Merced, Unit 2 and approve the Subdivision Agreement (Attachment 4) for this subdivision.

#### **ATTACHMENTS**

1. Location Map
2. Final Subdivision Map #5370
3. Planning Commission Resolution #2817
4. Subdivision Agreement
5. Draft City Council Resolution approving Final Map #5370





YOSEMITE AVE

EXPLORADOR DR

Moraga  
Unit 1

VIA MORAGA

Merced  
Station  
Apartments

NARVAEZ WAY

Moraga  
Unit 2

WHITEWATER WAY

PACHECO DR

Summer Creek  
Phase 1

Summer Creek  
Phase 2

OAK CREEK WAY

CREEKVIEW DR

CREEKVIEW DR

MCKEE RD

SILVERSTONE





### OWNER'S STATEMENT

WE, THE UNDERSIGNED HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE RECORD TITLE INTEREST IN THE SUBDIVIDED REAL PROPERTY AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL THE STREETS, AVENUES, ROADS, EASEMENTS, EMERGENCY VEHICLE ACCESS ACROSS ALL OF LOTS G, H, J, & K, PUBLIC UTILITY EASEMENTS ACROSS ALL OF LOTS G, H, J, & K, AND OTHER PUBLIC PLACES AND DEDICATIONS AS SHOWN WITHIN THE EXTERIOR BOUNDARIES OF THE LAND BEING DIVIDED.

OWNERS: LEINAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

*Mike Miller*  
MIKE MILLER, VICE PRESIDENT

9-27-19  
DATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

### NOTARY'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF Fresno

ON Sept 30, 2019, BEFORE ME, Christina C. Garcia, Notary Public

PERSONALLY APPEARED Mike Miller  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Christina C. Garcia  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
COMMISSION NO. 2636344  
COMMISSION EXPIRATION DATE: 10/17/2019

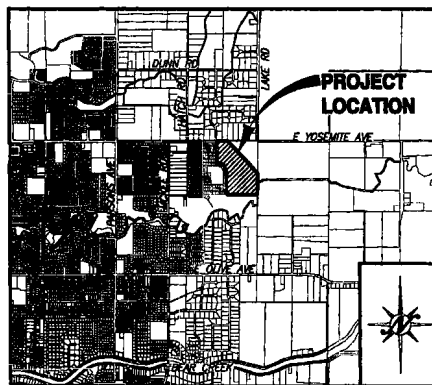
CITY OF MERCED FINAL MAP No. 5370

## MORAGA OF MERCED UNIT NO. 2

BEING A PORTION OF THE  
NORTHEAST QUARTER OF SECTION 18,  
TOWNSHIP 7 SOUTH, RANGE 14 EAST,  
MOUNT DIABLO MERIDIAN  
CITY OF MERCED, MERCED COUNTY, CALIFORNIA  
JULY, 2018

**NORTHSTAR ENGINEERING GROUP, INC.**

620 12th Street, Modesto, CA 95354  
(209) 524-3525



VICINITY MAP  
N.T.S.

### OMITTED SIGNATURES

PURSUANT TO SECTION 66438 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

CITY OF MERCED, AS TO AN EASEMENT FOR NON-EXCLUSIVE PEDESTRIAN AND BICYCLE PATH, GRANTED BY EASEMENT DEED RECORDED MAY 31, 2012, AS INSTRUMENT NO. 2012-019145 OF OFFICIAL RECORDS.

### SOILS REPORT

A SOILS REPORT COVERING THE LAND WITHIN THE BOUNDARIES OF THIS SUBDIVISION WAS MADE BY KRAZAN & ASSOCIATES, INC., 215 WEST DAKOTA AVENUE, CLOVIS, CA 93612, PROJECT NO. 034-09010, DATED JUNE 3, 2008, A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF MERCED.

### PRELIMINARY TITLE REPORT

PRELIMINARY REPORT  
PREPARED BY: NORTH AMERICAN TITLE COMPANY  
ORDER NUMBER: 1578819  
DATE: MAY 22, 2018 (AMENDED 7/2/2018)  
AFFECT: USED IN PREPARATION OF THIS PLAT AND CONSIDERED A PART HERETO BY REFERENCE

### SUBDIVISION AGREEMENT

SUBDIVISION AGREEMENT BETWEEN THE CITY OF MERCED AND CBGP ASSETS, LLC, FOR MORAGA OF MERCED UNIT NO. 2, RECORDED AS DOCUMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_, MERCED COUNTY RECORDS.

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RAMSON PWD, ON JANUARY 14, 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MARCH 1, 2020, OR BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF MERCED AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 26 DAY OF September, 2019.

*R. Chonawud*  
REN GROENEWOLD, PLS 8948



### CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND IT COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND THAT I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
JOE M. CARDOSO, P.L.S. 8851

### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
MICHAEL R. BELTRAN & R.C.E. 63916 CITY ENGINEER

### CITY CLERK'S STATEMENT

I, STEVEN S. CARRIGAN, CITY CLERK OF THE CITY OF MERCED, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF MERCED, STATE OF CALIFORNIA, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND THAT COUNCIL DID ACCEPT ON BEHALF OF THE PUBLIC ALL STREETS, AVENUES, AND COURTS (SUBJECT TO SUBDIVISION IMPROVEMENTS BEING ACCEPTED BY THE CITY OF MERCED), ALL EASEMENTS, EMERGENCY VEHICLE ACCESS ACROSS ALL OF LOTS G, H, J, & K, PUBLIC UTILITY EASEMENTS ACROSS ALL OF LOTS G, H, J, & K, AND OTHER PUBLIC PLACES AND DEDICATIONS INDICATED ON THIS MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
STEVEN S. CARRIGAN, CITY CLERK

### RECORDER'S STATEMENT

No. \_\_\_\_\_  
FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MERCED, STATE OF CALIFORNIA AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, IN VOLUME \_\_\_\_\_ OF OFFICIAL PLATS, AT PAGES \_\_\_\_\_, MERCED COUNTY RECORDS, FILED AT THE REQUEST OF NORTHSTAR ENGINEERING.

FEE: \$ \_\_\_\_\_

BARBARA J. LEVEY  
COUNTY RECORDER

BY: \_\_\_\_\_ DEPUTY

VOL. \_\_\_\_\_ PG. \_\_\_\_\_ SHEET 1 OF 8

G.P.S. MONUMENT No. 1070 (58-S-39)  
N=1946065.388 (GRID)  
E=6577265.976

# REFERENCES:

- (A) GRANT DEED - D.N. 2017-040888, M.C.R.
- (B) MORAGA OF MERCED, UNIT NO. 1 - 72 - OP - 45 THRU 56, M.C.R.
- (C) RECORD OF SURVEYS, BOOK 27 OF SURVEYS, PAGES 43-58, M.C.R.
- (D) RECORD OF SURVEYS, BOOK 25 OF SURVEYS, PAGES 23-25, M.C.R.
- (E) CERTIFICATE OF COMPLIANCE, D.N. 2017-040888, M.C.R.
- (F) BOUNDARY ADJUSTMENT, D.N. 2006-025511, M.C.R.

# BASIS OF BEARINGS:

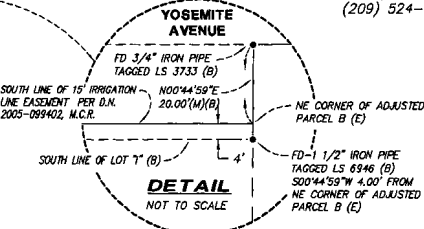
A BEARING OF NORTH 00°44'59" EAST, AS SHOWN FOR THE EAST LINE OF ADJUSTED LOT 155 AS SHOWN ON VOLUME 25 OF SURVEYS, PAGES 23-25, MERCED COUNTY RECORDS IS USED AS THE BASIS FOR ALL BEARINGS SHOWN ON THIS MAP.

# CITY OF MERCED FINAL MAP No. 5370 MORAGA OF MERCED UNIT NO. 2

BEING A PORTION OF THE  
NORTHEAST QUARTER OF SECTION 16,  
TOWNSHIP 7 SOUTH, RANGE 14 EAST,  
MOUNT DIABLO MERIDIAN  
CITY OF MERCED, MERCED COUNTY, CALIFORNIA  
JULY, 2019

**NORTHSTAR ENGINEERING GROUP, INC.**

620 12th Street, Modesto, CA 95354  
(209) 524-3525



SCALE: 1" = 200'

# MONUMENTATION NOTES:

1. FRONT LOT CORNERS ALONG INTERIOR STREETS: SET 3/4" IRON PIPE TAGGED LS 6946 OFFSET 2.00 FEET ALONG SIDE LOT LINES INTO LOTS, AS WITNESS CORNERS TO ACTUAL POSITIONS.
2. SIDE LOT CORNERS ALONG RIGHT-OF-WAY OF INTERIOR STREETS: SET 3/4" IRON PIPE, TAGGED LS 6946 OFFSET 7.00 FEET ALONG LOT LINE FROM TRUE LOCATION INTO LOTS, AS WITNESS CORNERS TO ACTUAL POSITIONS ON THE RIGHT-OF-WAY LINE.
3. RIGHT-OF-WAY: SET 3/4" IRON PIPE, TAGGED LS 6946, OFFSET 2.00 FEET PERPENDICULAR FROM TRUE LOCATION INTO LOTS, AT ALL BC'S AND EC'S POINTS, ANGLE POINTS AND POINTS OF CURVATURE, AS WITNESS CORNERS TO ACTUAL POSITIONS, ON THE RIGHT-OF-WAY LINE.
4. CENTERLINE: SET 3/4" IRON PIPE, TAGGED LS 6946, IN MONUMENT WELLS AT LOCATIONS AS SHOWN ON THIS MAP.

# NOTES:

1. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
2. THIS MAP REFERS TO APPROVED TENTATIVE SUBDIVISION MAP #1271.
3. ALL REFERENCES ARE TO MERCED COUNTY RECORDS AND BOOK OR VOLUME PRECEDES PAGE.
4. ALL DISTANCES SHOWN ALONG A LOT LINE THAT CONTAINS A WITNESS CORNER ARE FROM LOT CORNER TO LOT CORNER.
5. GROSS ACREAGE = 40.88 ACRES
6. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE WITH AN AVERAGE COMBINED SCALE FACTOR OF 0.99994715

# LEGEND:

- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, U.O.N.
- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, IN MONUMENT WELL, U.O.N.
- FOUND 3/4" IRON PIPE TAGGED L.S. 6946 OR LEAD AND TAG STAMPED LS 6946 (B), U.O.N.
- FD FOUND
- SFN SEARCHED, FOUND NOTHING
- (A)(B) SEE REFERENCES THIS SHEET
- (M) MEASURED
- M.C.R. MERCED COUNTY RECORDS
- OR OFFICIAL RECORDS
- D.N. DOCUMENT NUMBER
- U.O.N. UNLESS OTHERWISE NOTED
- PM PARCEL MAP
- OP OFFICIAL PLATS
- (R) RADIAL
- CB CURVE DATA, SEE CURVE TABLE THIS SHEET
- \* CALCULATED PER REFERENCES LISTED HEREIN
- W.C. WITNESS CORNER
- PUE PUBLIC UTILITY EASEMENT
- SME SIDEWALK EASEMENT
- LE LANDSCAPE EASEMENT

G.P.S. MONUMENT No. 1073 (58-S-39)  
N=1938866.533 (GRID)  
E=6580227.041

# CITY OF MERCED FINAL MAP No. 5370 MORAGA OF MERCED UNIT NO. 2

BEING A PORTION OF THE  
NORTHEAST QUARTER OF SECTION 16,  
TOWNSHIP 7 SOUTH, RANGE 14 EAST,  
MOUNT DIABLO MERIDIAN  
CITY OF MERCED, MERCED COUNTY, CALIFORNIA  
JULY, 2018

**NORTHSTAR ENGINEERING GROUP, INC.**

620 12th Street, Modesto, CA 95354  
(209) 524-3525

## REFERENCES:

- (A) GRANT DEED - D.N. 2017-040886, M.C.R.
- (B) MORAGA OF MERCED, UNIT NO. 1 - 72 - OP - 45 thru 56, M.C.R.
- (C) RECORD OF SURVEYS, BOOK 27 OF SURVEYS, PAGES 43-56, M.C.R.
- (D) RECORD OF SURVEYS, BOOK 25 OF SURVEYS, PAGES 23-25, M.C.R.
- (E) CERTIFICATE OF COMPLIANCE, D.N. 2017-040686, M.C.R.
- (F) BOUNDARY ADJUSTMENT, D.N. 2006-025511, M.C.R.

## CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	27°08'04"	32.00'	15.13'(M)(A)(B)
C2	11°04'44"	486.00'	17.00'(M)(A)(B)
C3	10°19'27"	508.00'	10.00'(M)(A)(B)
C4	17°45'14"	32.00'	9.92'(M)(A)(B)
C5	25°18'12"	32.00'	14.13'(M)(A)(B)
C6	0°46'57"(M)	732.00'	10.00'(M)(A)(B)
C7	0°45'42"(M)	752.00'	10.00'(M)(A)(B)
C8	19°05'42"	32.00'	10.66'(M)(A)(B)
C9	22°07'15"	32.00'	12.35'(M)(A)(B)
C10	21°55'32"	32.00'	12.28'(M)(A)(B)
C11	3°46'35"	742.00'	48.90'(M)(A)(B)
C12	5°42'55"	496.00'	49.48'(M)(A)(B)

## LINE TABLE

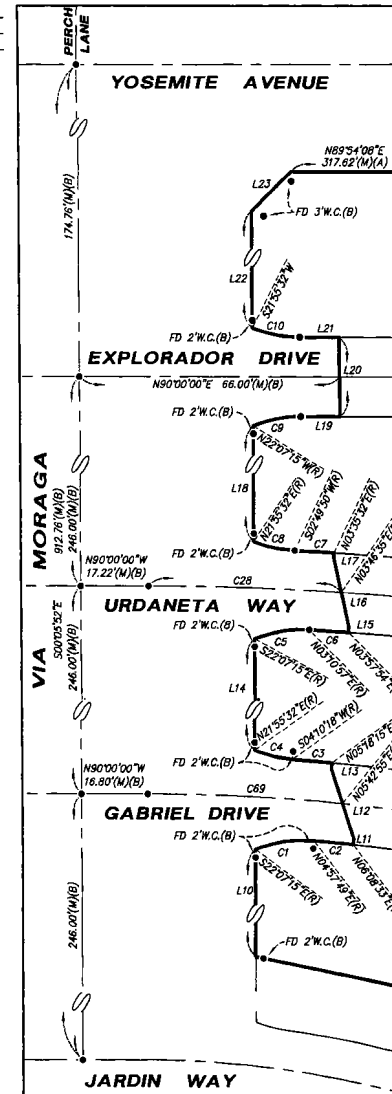
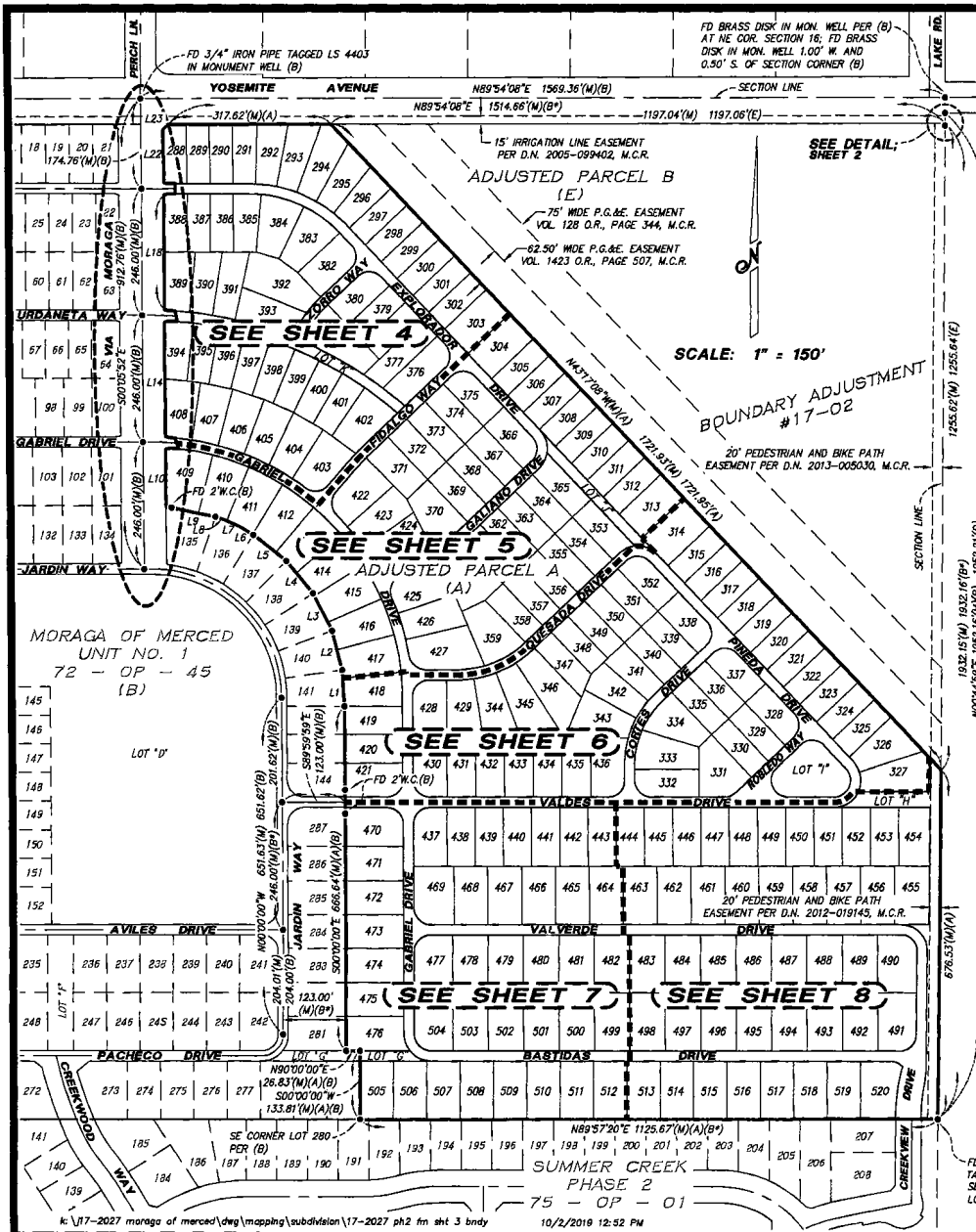
LINE	BEARING	LENGTH
L1	N03°24'47"W	70.97'(M)(A)
L2	S14°09'23"E	70.98'(B)
L3	S26°43'02"E	81.61'(M)(A)(B)
L4	S39°16'42"E	81.61'(M)(A)(B)
L5	S51°50'21"E	81.61'(M)(A)(B)
L6	S59°23'14"E	27.80'(M)(F)
L7	S84°48'14"E	37.27'(M)(F)
L8	S71°48'53"E	16.78'(M)(F)
L9	N76°13'59"W	98.04'(M)(A)(B)
L10	N00°55'52"W	110.00'(M)(A)(B)
L11	N06°08'53"E	1.50'(M)(A)(B)
L12	N17°23'49"W	18.48'(M)(A)(B)
L13	N05°18'14"E	1.50'(M)(A)(B)
L14	N00°05'52"W	221.68'(M)(A)(B)
L15	N03°57'54"E	1.50'(M)(A)(B)
L16	N12°03'58"W	17.67'(M)(A)(B)
L17	N03°35'33"E	1.50'(M)(A)(B)
L18	N00°05'52"W	222.29'(M)(A)(B)
L19	N80°00'00"E	8.99'(M)(A)(B)
L20	S00°22'22"E	23.00'(M)(A)(B)
L21	N80°00'00"E	10.01'(M)(A)(B)
L22	N00°05'52"W	102.57'(M)(A)(B)
L23	N44°57'05"E	14.08'(M)(A)(B)

## NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS  
AND GENERAL NOTES

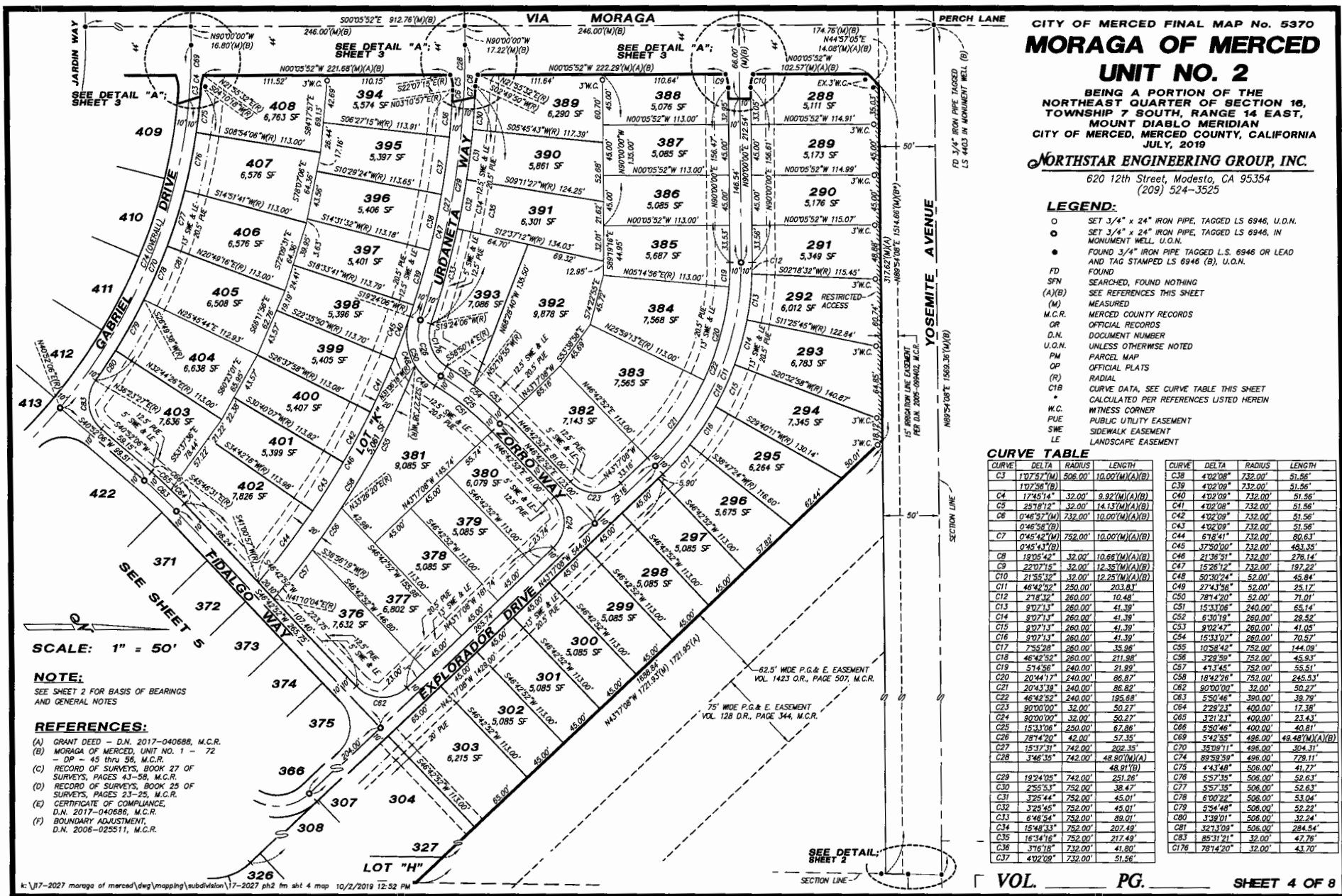
## LEGEND:

- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, U.O.N.
- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, IN MONUMENT WELL, U.O.N.
- FOUND 3/4" IRON PIPE TAGGED L.S. 6946 OR LEAD AND TAG STAMPED LS 6946 (B), U.O.N.
- FD FOUND
- SN SEARCHED, FOUND NOTHING
- (A)(B) SEE REFERENCES THIS SHEET
- (M) MEASURED
- M.C.R. MERCED COUNTY RECORDS
- OR OFFICIAL RECORDS
- D.N. DOCUMENT NUMBER
- U.O.N. UNLESS OTHERWISE NOTED
- PM PARCEL MAP
- OP OFFICIAL PLATS
- (R) RADIAL
- C18 CURVE DATA, SEE CURVE TABLE THIS SHEET
- CALCULATED PER REFERENCES LISTED HEREIN
- W.C. WITNESS CORNER
- PUE PUBLIC UTILITY EASEMENT
- SWE SIDEWALK EASEMENT
- LE LANDSCAPE EASEMENT



**VOL. PG.**

**SHEET 3 OF 8**





# REFERENCES:

- GRANT DEED - D.N. 2017-040688, M.C.R.
- MORAGA OF MERCED, UNIT NO. 1 - 72 - OP - 45 THRU 56, M.C.R.
- RECORD OF SURVEYS, BOOK 27 OF SURVEYS, PAGES 43-58, M.C.R.
- RECORD OF SURVEYS, BOOK 25 OF SURVEYS, PAGES 23-25, M.C.R.
- CERTIFICATE OF COMPLIANCE, D.N.
- 2017-040688, M.C.R.
- BOUNDARY ADJUSTMENT, D.N. 2006-025511, M.C.R.

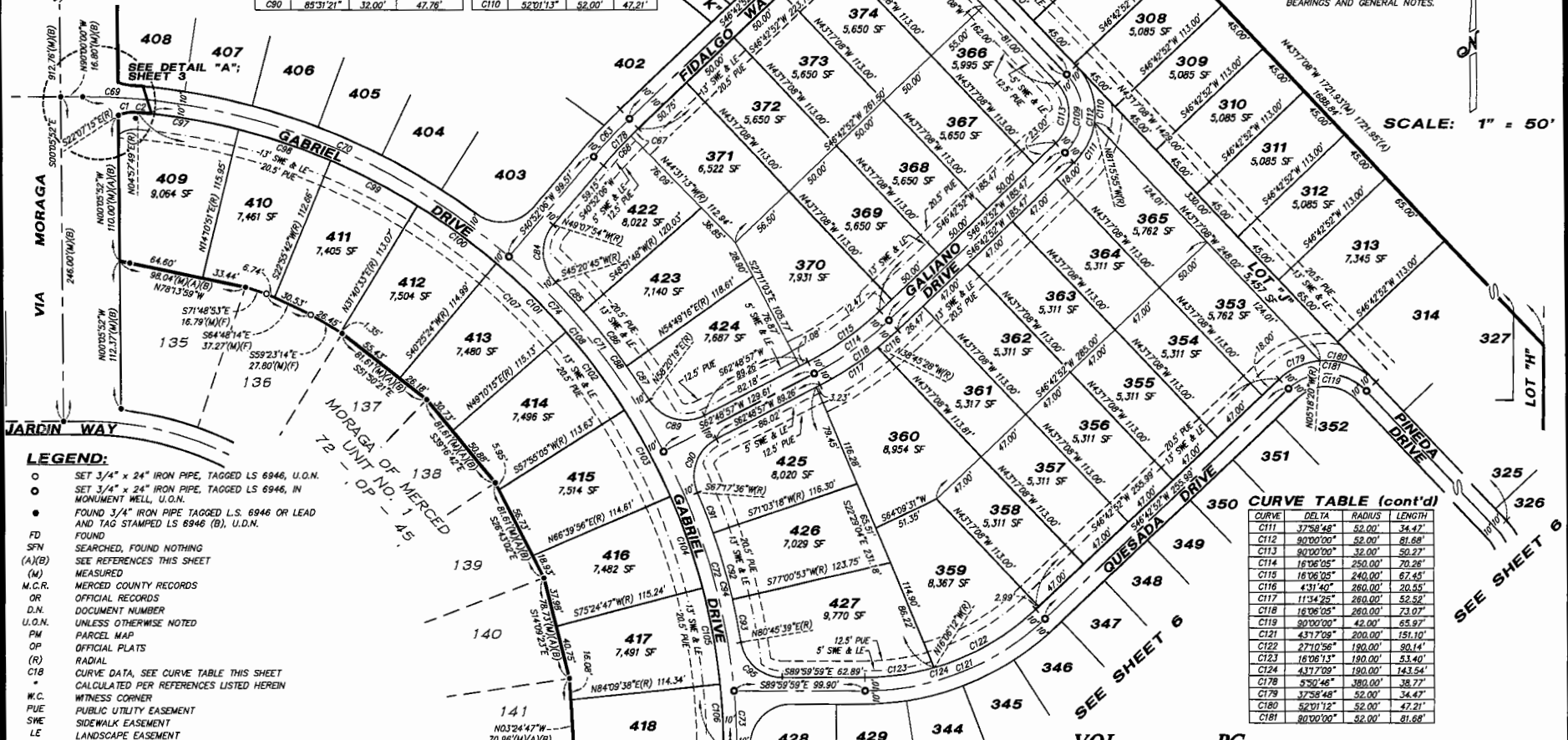
## CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH
C1	27°05'04"	32.00'	15.13'(M)(A)(B)	C91	3°45'42"	506.00'	33.22'
C2	1°10'44"	486.00'	10.00'(M)(A)(B)	C92	5°57'35"	506.00'	52.63'
C61	80°00'00"	32.00'	50.27'	C93	3°44'46"	506.00'	33.08'
C63	5°50'46"	380.00'	39.79'	C94	13°28'03"	506.00'	118.94'
C67	1°14'05"	380.00'	8.19'	C95	80°45'38"	32.00'	45.11'
C68	4°36'41"	380.00'	30.58'	C97	97°10'02"	486.00'	78.19'
C69	5°42'56"	496.00'	49.48'(M)(A)(B)	C98	8°44'51"	486.00'	74.20'
C70	35°09'11"	496.00'	304.31'	C99	8°44'51"	486.00'	74.20'
C71	21°56'51"	496.00'	190.00'	C100	8°44'51"	486.00'	74.20'
C72	22°10'03"	496.00'	190.89'	C101	8°44'51"	486.00'	74.20'
C73	5°08'09"	496.00'	44.44'	C102	8°44'51"	486.00'	74.20'
C74	89°58'59"	496.00'	779.11'	C103	8°44'51"	486.00'	74.20'
C84	85°31'21"	32.00'	47.76'	C104	8°44'51"	486.00'	74.20'
C85	3°31'03"	506.00'	31.06'	C105	8°44'51"	486.00'	74.20'
C86	5°57'28"	506.00'	52.61'	C106	5°50'22"	486.00'	49.53'
C87	3°31'03"	506.00'	31.06'	C107	8°52'11"	486.00'	721.30'
C88	12°58'34"	506.00'	114.74'	C108	8°51'22"	486.00'	711.31'
C89	85°31'22"	32.00'	47.76'	C109	80°00'00"	42.00'	65.97'
C90	85°31'21"	32.00'	47.76'	C110	52°01'13"	52.00'	47.21'

YOSEMITE AVENUE

FD 3/4" IRON PIPE TAGGED  
LS 4403 IN MONUMENT HELL (B)

SEE SHEET 4



## CITY OF MERCED FINAL MAP No. 5370 MORAGA OF MERCED UNIT NO. 2

BEING A PORTION OF THE  
NORTHEAST QUARTER OF SECTION 16,  
TOWNSHIP 7 SOUTH, RANGE 14 EAST,  
MOUNT DIABLO MERIDIAN  
CITY OF MERCED, MERCED COUNTY, CALIFORNIA  
JULY, 2019

**NORTHSTAR ENGINEERING GROUP, INC.**

620 12th Street, Modesto, CA 95354  
(209) 524-3525

**NOTE:**  
SEE SHEET 2 FOR BASIS OF  
BEARINGS AND GENERAL NOTES.

SCALE: 1" = 50'

## LEGEND:

- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, U.O.N.
- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, IN MONUMENT WELL, U.O.N.
- FOUND 3/4" IRON PIPE TAGGED L.S. 6946 OR LEAD AND TAG STAMPED LS 6946 (B), U.O.N.
- FD FOUND
- SPN SEARCHED, FOUND NOTHING
- (A)(B) SEE REFERENCES THIS SHEET
- (M) MEASURED
- M.C.R. MERCED COUNTY RECORDS
- OR OFFICIAL RECORDS
- D.N. DOCUMENT NUMBER
- U.O.N. UNLESS OTHERWISE NOTED
- PM PARCEL MAP
- OP OFFICIAL PLATS
- (R) RADIAL
- C18 CURVE DATA, SEE CURVE TABLE THIS SHEET
- \* CALCULATED PER REFERENCES LISTED HEREIN
- W.C. WITNESS CORNER
- PUE PUBLIC UTILITY EASEMENT
- SWE SIDEWALK EASEMENT
- LE LANDSCAPE EASEMENT

## CURVE TABLE (cont'd)

CURVE	DELTA	RADIUS	LENGTH
C111	37°58'48"	52.00'	34.42'
C112	90°00'00"	52.00'	81.68'
C113	90°00'00"	32.00'	50.27'
C114	16°06'05"	250.00'	70.26'
C115	16°06'05"	240.00'	67.45'
C116	4°31'40"	260.00'	20.55'
C117	11°34'25"	260.00'	52.52'
C118	16°06'05"	260.00'	73.07'
C119	90°00'00"	42.00'	65.97'
C121	43°17'08"	200.00'	151.10'
C122	27°10'56"	190.00'	90.14'
C123	16°06'13"	180.00'	83.40'
C124	43°17'09"	180.00'	143.54'
C128	5°50'46"	380.00'	39.77'
C129	37°58'48"	52.00'	34.42'
C181	90°00'00"	52.00'	81.68'

k:\17-2027 moraga of merced\dwg\mapping\subdivision\17-2027 ph2 fm sht 5 map 10/2/2019 12:53 PM

VOL. \_\_\_\_\_ PG. \_\_\_\_\_

SHEET 5 OF 8

# CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH
C73	51°08'00"	486.00'	44.44'	C139	12°36'13"	180.50'	41.80'
C74	89°58'29"	486.00'	779.11'	C140	16°07'20"	180.50'	53.60'
C96	80°51'31"	32.00'	50.41'	C141	46°42'51"	170.50'	155.92'
C106	5°00'22"	486.00'	49.53'	C142	23°40'31"	170.50'	70.45'
C107	83°52'11"	486.00'	721.30'	C143	23°02'20"	170.50'	68.56'
C108	83°51'27"	486.00'	711.31'	C144	46°42'51"	170.50'	158.01'
C119	80°00'00"	42.00'	65.97'	C145	80°00'00"	32.00'	50.27'
C120	80°00'00"	32.00'	50.27'	C146	80°00'00"	32.00'	50.27'
C121	43°17'09"	200.00'	151.10'	C147	43°17'09"	32.00'	24.18'
C125	8°38'43"	210.00'	31.69'	C148	80°00'00"	32.00'	50.27'
C126	12°17'43"	210.00'	44.70'	C149	80°00'00"	32.00'	50.27'
C127	11°52'44"	210.00'	43.53'	C150	136°42'51"	32.00'	76.36'
C128	10°34'09"	210.00'	38.74'	C151	46°42'51"	45.00'	36.69'
C129	43°17'09"	210.00'	158.65'	C152	133°17'09"	42.00'	92.70'
C130	80°00'00"	32.00'	50.27'	C153	133°17'09"	32.00'	74.44'
C131	89°58'29"	32.00'	50.27'	C154	25°25'42"	52.00'	23.08'
C134	80°00'00"	32.00'	50.27'	C155	42°53'12"	52.00'	38.82'
C135	80°00'00"	32.00'	50.27'	C156	84°58'15"	52.00'	58.97'
C136	46°42'51"	180.50'	147.16'	C157	133°17'09"	52.00'	120.97'
C137	52°17'11"	190.50'	18.68'	C177	07°51'2"	506.00'	2.24'
C138	12°22'07"	190.50'	41.12'				

## NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND GENERAL NOTES.

## YOSMITE AVENUE

## CITY OF MERCED FINAL MAP No. 5370 MORAGA OF MERCED UNIT NO. 2

BEING A PORTION OF THE  
NORTHEAST QUARTER OF SECTION 16,  
TOWNSHIP 7 SOUTH, RANGE 14 EAST,  
MOUNT DIABLO MERIDIAN  
CITY OF MERCED, MERCED COUNTY, CALIFORNIA  
JULY, 2019

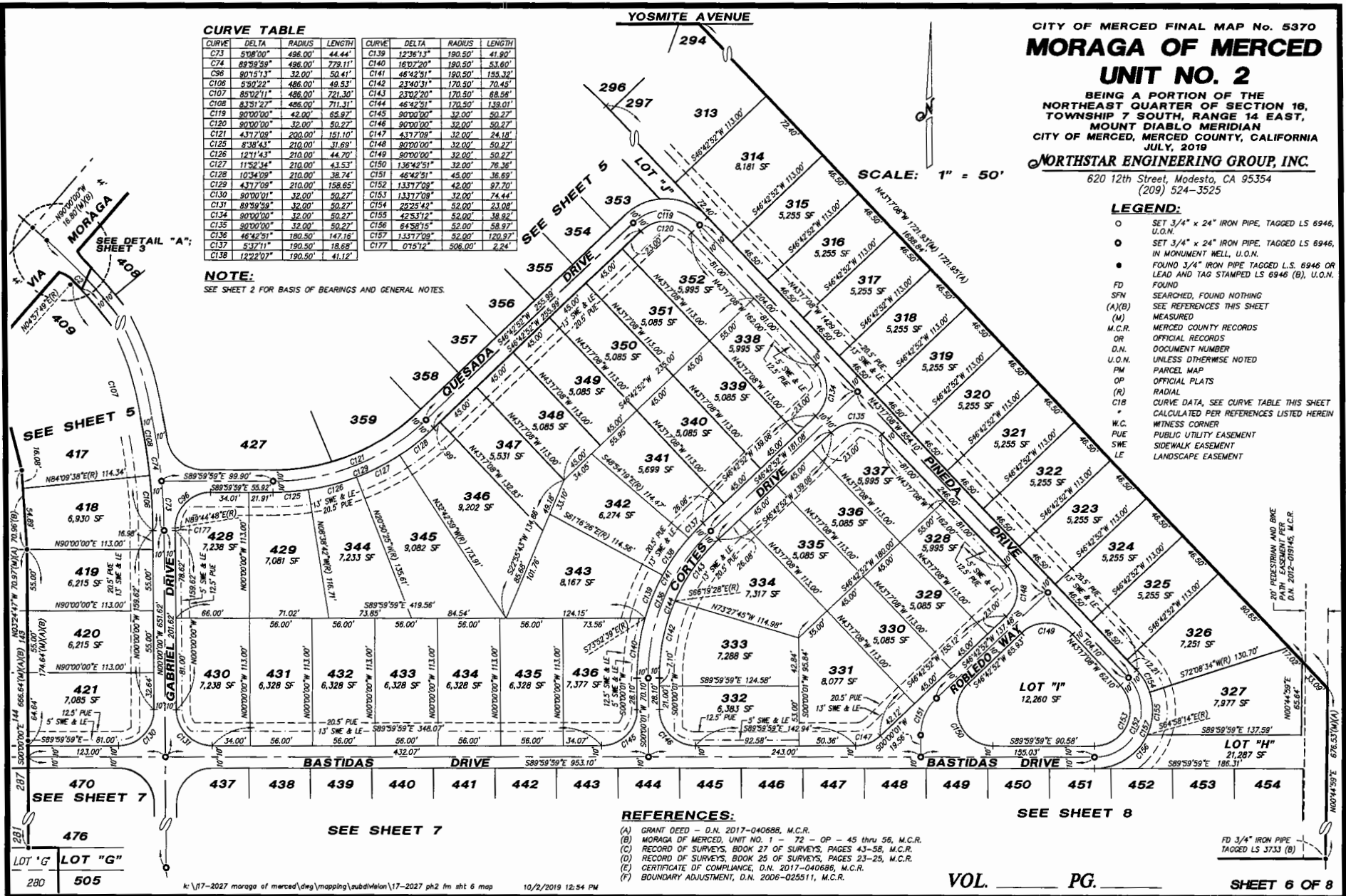
NORTHSTAR ENGINEERING GROUP, INC.

620 12th Street, Modesto, CA 95354  
(209) 524-3525

SCALE: 1" = 50'

## LEGEND:

- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, U.O.N.
- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, IN MONUMENT WELL, U.O.N.
- FOUND 3/4" IRON PIPE TAGGED L.S. 6946 OR LEAD AND TAG STAMPED LS 6946 (B), U.O.N.
- FD FOUND
- SPN SEARCHED, FOUND NOTHING
- (A)(B) SEE REFERENCES THIS SHEET
- (M) MEASURED
- M.C.R. MERCED COUNTY RECORDS
- OR OFFICIAL RECORDS
- D.N. DOCUMENT NUMBER
- U.O.N. UNLESS OTHERWISE NOTED
- PM PARCEL MAP
- OP OFFICIAL PLATS
- (R) RADIAL
- C1B CURVE DATA, SEE CURVE TABLE THIS SHEET
- \* CALCULATED PER REFERENCES LISTED HEREIN
- W.C. WITNESS CORNER
- PUE PUBLIC UTILITY EASEMENT
- SWE SIDEWALK EASEMENT
- LE LANDSCAPE EASEMENT



CITY OF MERCED FINAL MAP No. 5370  
**MORAGA OF MERCED**

**UNIT NO. 2**

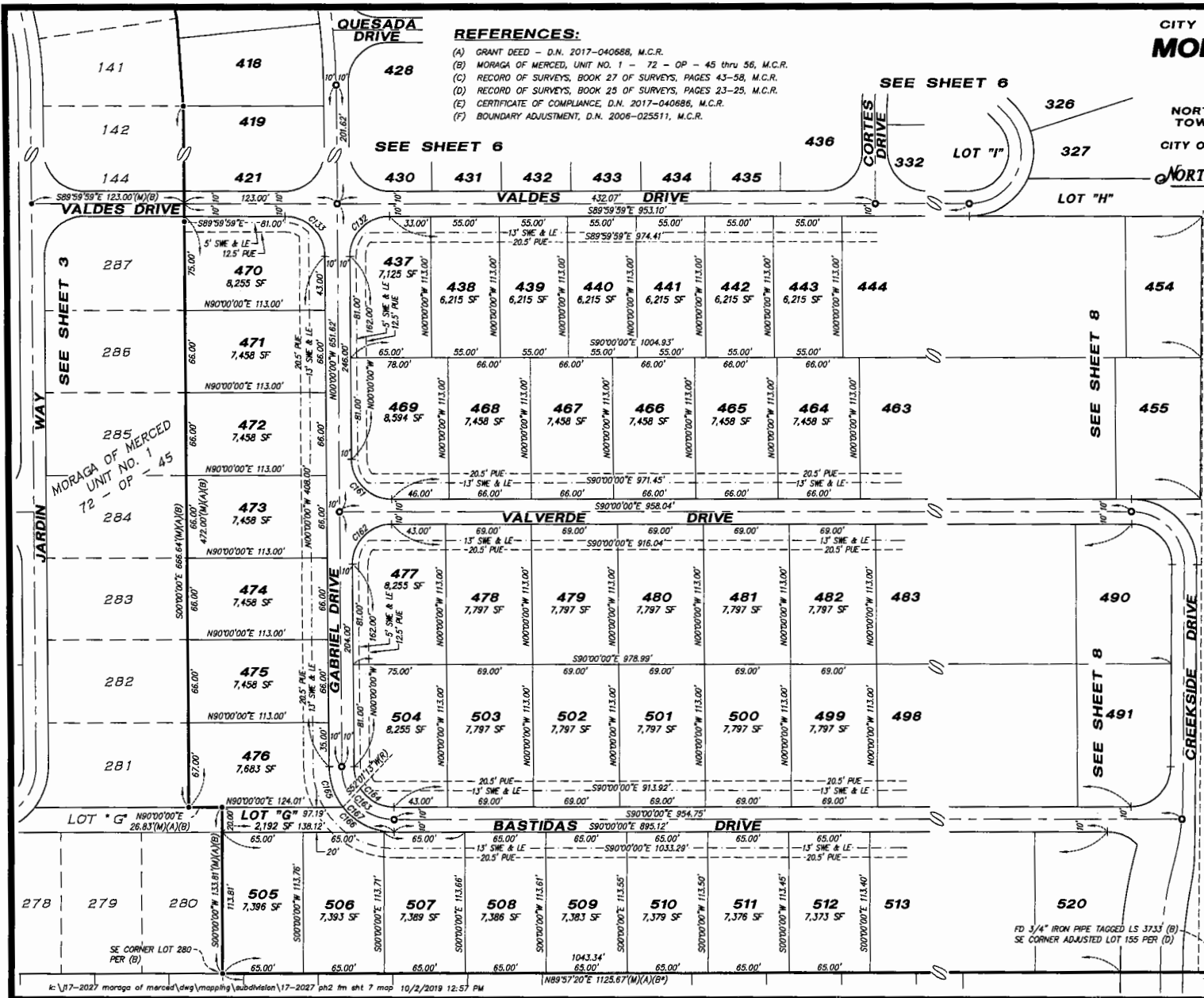
BEING A PORTION OF THE  
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MOUNT DIABLO MERIDIAN  
CITY OF MERCED, MERCED COUNTY, CALIFORNIA  
JULY, 2018

**NORTHSTAR ENGINEERING GROUP, INC.**

620 12th Street, Modesto, CA 95354  
(209) 524-3525

**REFERENCES:**

- (A) GRANT DEED - D.N. 2017-040688, M.C.R.  
(B) MORAGA OF MERCED, UNIT NO. 1 - 72 - OP - 45 thru 56, M.C.R.  
(C) RECORD OF SURVEYS, BOOK 27 OF SURVEYS, PAGES 43-58, M.C.R.  
(D) RECORD OF SURVEYS, BOOK 25 OF SURVEYS, PAGES 23-25, M.C.R.  
(E) CERTIFICATE OF COMPLIANCE, D.N. 2017-040688, M.C.R.  
(F) BOUNDARY ADJUSTMENT, D.N. 2008-025511, M.C.R.



**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH
C132	90°00'01"	32.00'	50.27'
C133	89°59'58"	32.00'	50.27'
C161	90°00'00"	32.00'	50.27'
C162	90°00'00"	32.00'	50.27'
C163	90°00'00"	42.00'	65.97'
C164	90°00'00"	32.00'	50.27'
C165	37°58'42"	52.00'	34.47'
C166	52°01'13"	52.00'	47.21'
C167	90°00'00"	52.00'	81.68'

**NOTE:**

SEE SHEET 2 FOR BASIS OF BEARINGS  
AND GENERAL NOTES.

**LEGEND:**

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- (M) MEASURED
- M.C.R. MERCED COUNTY RECORDS
- OR OFFICIAL RECORDS
- D.N. DOCUMENT NUMBER
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- PM OFFICIAL MAP
- OP OFFICIAL PLATS
- (R) RADIAL
- C16 CURVE DATA, SEE CURVE TABLE THIS SHEET
- \* CALCULATED PER REFERENCES LISTED HEREIN
- W.C. WITNESS CORNER
- PUE PUBLIC UTILITY EASEMENT
- SWE SIDEWALK EASEMENT
- LE LANDSCAPE EASEMENT

**VOL.**

**PG.**

**SHEET 7 OF 8**

# REFERENCES:

- GRANT DEED - D.N. 2017-040688, M.C.R.
- MORAGA OF MERCED, UNIT NO. 1 - 72 - OP - 45-56, M.C.R.
- RECORD OF SURVEYS, BOOK 27 OF SURVEYS, PAGES 43-58, M.C.R.
- RECORD OF SURVEYS, BOOK 25 OF SURVEYS, PAGES 23-25, M.C.R.
- CERTIFICATE OF COMPLIANCE, D.N. 2017-040688, M.C.R.
- BOUNDARY ADJUSTMENT, D.N. 2006-025511, M.C.R.

# NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND GENERAL NOTES.

CITY OF MERCED FINAL MAP No. 5370

## MORAGA OF MERCED UNIT NO. 2

BEING A PORTION OF THE  
NORTHEAST QUARTER OF SECTION 16,  
TOWNSHIP 7 SOUTH, RANGE 14 EAST,  
MOUNT DIABLO MERIDIAN  
CITY OF MERCED, MERCED COUNTY, CALIFORNIA  
JULY, 2019

**NORTHSTAR ENGINEERING GROUP, INC.**

620 12th Street, Modesto, CA 95354  
(209) 524-3525

SCALE: 1" = 50'

### CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C152	13317.09"	42.00'	82.70'
C156	6458.15"	52.00'	58.97'
C157	13317.09"	52.00'	120.97'
C158	9044.59"	42.00'	66.52'
C159	9044.59"	52.00'	82.36'
C160	9044.59"	32.00'	50.64'
C168	4814.00"	32.00'	26.94'
C169	8915.01"	32.00'	48.65'
C170	4320.07"	200.00'	15.83'
C171	10177.08"	200.00'	35.90'
C172	14489.15"	200.00'	51.74'
C173	14359.32"	300.00'	78.50'
C174	10450.01"	210.00'	39.40'
C175	10355.18"	282.00'	53.75'
C182	2086.35"	168.00'	6.19'
C183	1459.32"	332.00'	86.87'

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- U.O.N. UNLESS OTHERWISE NOTED
- PM PARCEL MAP
- OP OFFICIAL PLATS
- (R) RADIAL
- C18 CURVE DATA, SEE CURVE TABLE THIS SHEET
- \* CALCULATED PER REFERENCES LISTED HEREIN
- W.C. WITNESS CORNER
- PUE PUBLIC UTILITY EASEMENT
- SWE SIDEWALK EASEMENT
- LE LANDSCAPE EASEMENT

VOL. PG.

FD 3/4" IRON PIPE TAGGED LS 3733 (B)  
SE CORNER ADJUSTED LOT 155 PER (D)

SHEET 8 OF 8

**CITY OF MERCED**  
**Planning Commission**  
**Resolution #2817**

Amended by Minor Modification #18-02  
7/8/19

Amended by Planning Commission 5/7/08

Extended on 4/30/08, 7/15/08, 7/15/09,  
7/15/11, 7/11/13, 10/10/15 --See Pgs 8-9

Appeal to City Council Denied 6/6/05

**WHEREAS**, the Merced City Planning Commission at its regular meeting of May 4, 2005, held a public hearing and considered **Tentative Subdivision Map #1271 ("Moraga Development")**, initiated by Mid-Valley Engineering, applicants for Lakemont Communities and LWH Farms, property owners, to allow the subdivision of 117 acres into 520 single-family residential lots and one lot to serve as a neighborhood park and storm drain detention basin. The project is located east of McKee Road and south of Yosemite Avenue, within an area zoned Residential Planned Development (RP-D #52); also known as Assessor's Parcel Numbers: 008-010-053, -054, and -055.

**WHEREAS**, the Merced City Planning Commission concurs with Findings A through Q of Staff Report # 05-31; and,

**WHEREAS**, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does hereby resolve to adopt the Section 15162 Findings (Environmental Review #05-22), and approve Vesting Tentative Subdivision Map #1271 ("Moraga Development"), subject to the following conditions:

- 1) The proposed project shall be constructed/designed as shown on Exhibit 1 (Proposed Vesting Tentative Map) - Attachment B, subject to conditioned changes, of Staff Report #05-31.
- 2) All conditions contained in *Resolution #1175-Amended ("Standard Tentative Subdivision Map Conditions")* shall apply.
- 3) The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
- 4) All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.
- 5) A sufficient water supply shall be available prior to the completion of the subdivision [Government Code 66473.7(B)(1)], and no final map shall be approved until written proof of the availability of such supply, based on substantial evidence as specified in Senate Bill 221, is accepted by the City." This condition is based on the "Guidebook for Implementation of Senate Bill 610 and Senate Bill 221 of 2001, (in the Planning library) prepared by the California Department of Water Resources. This

condition applies to subdivisions containing 500 or more residential dwelling units.

- 6) Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map approval. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.
- 7) The developer/applicant shall indemnify, protect, defend, and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.
- 8) 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.
- 9) Comply with previous approved conditions, and mitigation measures for the annexation area, including Annexation #02-02, Developer Agreement with the Hunt Family, with Lakemont Homes, and Expanded Initial Study #02-27 (See Attachment J for Lakemont Development Agreement and Conditions).
- 10) Lots A, B, C, F, G, H, ~~H1, H2~~, I, J, and K (open space/walkways and PG&E easement) shall not be considered as “park” or “open space” by

Amended  
See pg 9

City Standards. However, they are to remain unfenced and shall serve as open space. Lots A, B, C, F, G, I, J, and K shall be maintained by the Home Owners Association. ~~Lots H, H1, and H2, shall be maintained by the Community Facilities District.~~ The City agrees to assist the applicants in obtaining any necessary approvals from PG & E.

Amended--  
See page 8

- ~~11) Developer shall submit landscape/irrigation/wall plans for approval by City Engineer. All walls shall be solid masonry. A 15-foot wide irrigated landscape strip shall be developed between the masonry wall and the back of curb along the Yosemite Avenue frontage. The PG&E easement area at the Yosemite Avenue frontage shall be landscaped per Condition #11 of the conditions for Zone Change #383 (Exhibit B of Attachment J).~~

- 12) Developer shall develop a sewer master layout and profile plan (depth and slope), to be approved by the City Engineer, for serving the annexation area from the existing stub in Yosemite Avenue. Sanitary sewer design shall direct all sewer flow to Yosemite Avenue at Parsons Avenue. It is anticipated that a 12-inch sewer line will be extended in Yosemite Avenue with a pump station within this subdivision if necessary. Design shall also intercept flows from the subdivision to the south (known as Summer Creek) and eliminate Summer Creek's sanitary sewer pump station. The ultimate necessity for a sewer lift station within this subdivision shall be determined with the subdivision's sewer master plan. Details to be approved by City Engineer.

- 13) Developers shall provide, at their own expense, a storm drain master plan, subject to approval by the City Engineer. Storm drainage design shall be compatible with City Standards and also compatible with the Storm Drain Master Plan established by the Summer Creek subdivision (south of proposed Moraga development).

- 14) Street names are not approved. City Engineer shall approve street names in conformance with City Standards.

Deleted  
See pg 9

- ~~15) The bike path shall be extended along the eastern property line. The pathway shall be developed all the way to Yosemite Avenue, subject to reimbursement per City Standards. The developer will only be responsible for the installation of landscaping within the PG&E easement and proposed subdivision.~~

Amended  
See pg 9

- 16) The Parks and Community Services Director shall review the design and the layout for the Park/Basin, ~~the northward extension of the bike path along the eastern border of the property line,~~ and for design of Lot I.

- 17) In the interest of public safety, Lot 'E' shall be converted into a through street to improve the overall circulation of the project, improve emergency response times, and help the residents of the area have an easier time trying to move around the development.
- 18) Deleted
- 19) Regarding the signal at Yosemite Avenue and McKee Road, the Moraga developers shall install the signal with the City reimbursing them 75% of the cost. This refers to the 25% share in Mitigation Monitoring Program (EIS #02-27, Item #15). The installation of the signal and intersection improvements shall be completed prior to issuance the 51<sup>st</sup> building permit on the site, or the City Engineer may grant an extension if substantial progress has been made.
- 20) Regarding the signal at Via Moraga, the Moraga developers shall install the signal with the City reimbursing them 50% of the cost. This refers to the 50% share in Mitigation Monitoring Program (EIS #02-27, Item #15). The installation of the intersection shall be completed prior to issuance of the 250<sup>th</sup> building permit on the site.
- 21) In referring to Condition 13 of Zone Change #383, the developers will need to establish an approved Home Owners Association (HOA) (or approved alternative) governing this project. The HOA will be responsible for parking enforcement and\_sweeping/cleaning of the on-street parking spaces (outside of right-of-way), and requiring that refuse containers, basketball hoops and other items cannot be placed in the fire lanes. All "fire lanes" ( 20 foot travel areas) shall be designated as "Tow Away" zones. Articles of incorporation for the HOA and CC&R'S shall be reviewed by the City Attorney prior to Final Map approval.
- 22) All 20-foot wide roadways through the subdivision will need to be posted as "fire lanes".
- 23) All access roads in excess of 150 feet are required to be provided with an approved turnaround. The multi-residential unit driveways that have been submitted have seven (7) "dead end" roads that are in excess of 150 feet required by the fire code. These areas must be provided with an approved through "fire lane", turnaround or other mitigation including but not limited to fire sprinklers in addition to an all-weather driving surface. Details to be worked out with the Fire Department prior to Final Map approval.



- 24) Fire Hydrants to be provided and spaced in accordance with City of Merced standards. The minimum spacing between hydrants is 500 feet.
- 25) All undeveloped area, including the dual-use park/basin and Lot “H” easement, will need to be maintained free of weeds and other debris.
- 26) A minimum turning radius of 33 feet inside, 47 feet curb-to-curb and 49 feet wall-to-wall for fire apparatus access must be provided for all areas of the subdivision.
- 27) With the valley gutters splitting the parking bays from the through traffic lanes, and since the paving area between the gutter and curb would be so small, the parking lane between the gutter and the curb shall be constructed of reinforced concrete.
- 28) The proposed map indicates that Lots A-C, F-G, and I-K are designated as “open space” and proposed to be owned by the City. These lots shall be owned by the Home Owner’s Association. These lots may be maintained with the Community Facilities District at the City’s discretion. Details to be worked out at the final map stage. Water meters serving the homes located on the green-belts (Lots 42-47, 137-140, 187-191, 243-247, 389-393, 441-445, and 518-520) shall be placed in the City-owned street or sidewalk adjacent to the green-belt to facilitate the electronic reading of said meters.
- 29) Water meters serving the homes located on the green-belts (Lots 42-47, 137-140, 187-191, 243-247, 389-393, 441-445, and 518-520) shall be placed in the City-owned street or sidewalk adjacent to the green-belt to facilitate the electronic reading of said meters.
- 30) Emergency vehicles shall have the ability to transverse the green-belts and/or driveways from one street to the next. This requires the placement of some form of traffic bearing surface, such as turf block or turf grid of sufficient width to allow deployment of fire department vehicles.
- 31) Refuse containers utilized by homes on the green-belts shall be placed on the City-owned street for collection. City refuse vehicles will not travel on the green-belt driveways to collect refuse.
- 32) Refuse containers shall be stored out of site of the general public, including those homes located on the greenbelts. A concrete pad (3 x 6 foot minimum) shall be installed in the site or back yard of each unit to house refuse containers.

- 33) City utility service (water and sewer) connections shall be located under the driveway for each lot that faces a City street. Water lines are privately owned and maintained between the meter and the home. Sewer lines are privately owned and maintained from the point of connection to the City-owned main sewer line.
- 34) All green space, except the specifically identified City owned park/storm basin ~~and Class 1 bikeways~~, will be fully maintained by CFD's, and shall not be dedicated to the City of Merced.
- 35) The park/storm basin ~~and Class 1 bikeways~~ within the specific site shall be dedicated to the City and shall be maintained by a combination of City and CFD funds, as allowed by law. The specific combination will be determined at a later date.
- 36) Yosemite Avenue improvements shall be installed as part of the first Final Map (see Expanded Initial Study #02-27, No. 15-3), including left turn lane at Yosemite Avenue and Lake Road. Yosemite Avenue median improvements, from McKee Road to Perch Road, as submitted by developer (Attachment E) are acceptable. The City shall defer a median in Yosemite Avenue east of Perch Road until a U-turn at Lake Road (eastbound Yosemite Avenue to westbound Yosemite Avenue) can occur. This would require additional pavement width on the north side of Yosemite Avenue west of Lake Road. If deferred, the developer shall not be responsible for the cost to construct the raised median. Yosemite Avenue improvements shall include curb, gutter, parkstrip and sidewalks on the north frontage of the Pretzer property. Landscaping of the parkstrip will be provided as part of the future development of the Pretzer property. The City won't reimburse the applicant for these improvements because the Public Facilities Financing Plan does not cover these (curb, gutter, sidewalk) on Pretzer's property. That is for reimbursement from Mrs. Pretzer when it develops unless she has an agreement with Lakemont to the contrary.
- 37) Improvements on McKee Road (see Expanded Initial Study #02-27, No. 15-4) shall be installed as part of the second Final Map or with the McKee Road at Yosemite Avenue traffic signal, whichever occurs first.

Amended

See pg 9

PLANNING COMMISSION RESOLUTION #2817

Page 7 of 9 July 15, 2009/July 11, 2013/Oct. 10, 2015/July 8, 2019  
May 4, 2005 / ~~June 6, 2005~~ / April 30, 2008/May 7, 2008/~~November 1, 2010~~/July 15, 2011

McKee Road improvements shall be limited to the intersection improvements including the traffic signal and right turn lane (from McKee Road to Yosemite Avenue only).


- 38) The proposed road improvement design of transitioning from two lanes to one lane (eastbound traffic at Lake Road) is not acceptable to the City. An acceptable design shall be provided prior to the review of the first final map for the Project.

See pg. 9 for Condition #39.

Upon motion by Commissioner Shankland, seconded by Commissioner Acheson, and carried by the following vote:

AYES: Commissioners Shankland, Acheson, Fisher, Eisenhart, Conte, and Chairman Burr  
NOES: None.  
ABSENT: Pollard

Adopted this 4th day of May, 2005

  
Chairman, Planning Commission of  
the City of Merced, California

ATTEST:

  
Secretary

June 6, 2005: At their regular meeting of June 6, 2005, the City Council considered the appeal of the Planning Commission's approval of Vesting Tentative Subdivision Map #1217 and DENIED the appeal and thereby upholding the Planning Commission's approval. For Findings in Support of Denial of the Appeal, refer to the Attached City Council Resolution #2005-70.

tl/P.RES:#2817

**April 30, 2008:** Note: October 26, 2007, is the recordation of the Partial Notice of Completion of Moraga of Merced, Unit No. 1. The Final Map was recorded on March 27, 2006. This recordation qualified the Moraga Tentative Map (VTSM #1271) for an automatic 3-year extension under the Subdivision Map Act. The new expiration date is May 4, 2010.

**May 7, 2008:** At their regularly scheduled meeting of May 7, 2008, the Merced City Planning Commission considered and approved (6-0-1, 1-Absent) a modification to Finding P of Staff Report #05-31 and a modification to Condition #11 of Planning Commission Resolution #2817 as noted below.

**Modification to Finding P**

- P) Special provisions have been added to the project conditions regarding the Landscape Strip along Yosemite Avenue and Whitewater Way. With the improvements to the PG&E Easement being deferred to Phase 2, these improvements are separated from the current Phase 1 and they will directly benefit Phases 2 and 3 (Condition #11).

**Modification to Condition #11**

- 11) Developer shall submit landscape/irrigation wall plans for approval by City Engineer. All walls shall be solid masonry. A 15-foot wide irrigated landscape strip shall be developed between the masonry wall along the Yosemite Avenue frontage and the PG&E easement per Condition #11 of the Development Agreement (Attachment J of Staff Report #05-31). The improvements shall be installed and bonded with Phase 2.

**July 15, 2008/July 15, 2009:** On July 15, 2008, the State of California gave a one-year extension to all active (not expired) tentative maps that were otherwise scheduled to expire on or before December 30, 2010. On July 15, 2009, the State of California gave a second two-year extension. Therefore, Vesting Tentative Subdivision Map #1271 hereby has its expiration date extended to May 4, 2013.

**July 15, 2011:** On July 15, 2011, the State of California gave a 24-month extension to all active (not expired) tentative maps that were otherwise

scheduled to expire on or before January 1, 2014. Therefore, Vesting Tentative Subdivision Map #1271 hereby has its expiration date extended to May 4, 2015.

**July 11, 2013:** On July 11, 2013, the State of California gave a 24-month extension to all active (not expired) tentative maps that were approved on or after January 1, 2000. Therefore, Vesting Tentative Subdivision Map #1271 hereby has its expiration date extended to May 4, 2017.

**October 10, 2015:** On October 10, 2015, the State of California gave a 24-month extension to all active (not expired) tentative maps that were approved on or after January 1, 2002, and not later than July 11, 2013. Therefore, Vesting Tentative Subdivision Map #1271 hereby has its expiration date extended to May 4, 2019.

**July 8, 2019:** Minor Modification #18-02 was administratively approved by the Development Services Director. This approval removed Lots H, H-1, and H-2 from the tentative map and removed any requirements for a bike path within those lots. Minor Modification #18-02 also eliminated the connection on Paseo Pizarro and X Streets from Moraga Phase II to the adjacent property to the east. Boundary Adjustment #17-02 adjusted the property line between APN's: 008-010-074 and 008-010-071 moving the area shown as Lots H, H-1, and H-2 from APN 008-010-074 to APN 008-010-071. The Revised Tentative Subdivision Map for Moraga of Merced Phase II shown as Attachment 6 of Minor Modification #18-02, is now the official tentative map for Moraga Phase II. See additional Condition #39 below.

- 39) The Revised Tentative Subdivision Map provided at Attachment 6 of Minor Modification #18-02 is hereby approved for Phase II of the Moraga Subdivision and supersedes the Map at Attachment 2 for Phase II.

**RECORDING REQUESTED BY:**

City of Merced, A California  
charter municipal corporation

**WHEN RECORDED MAIL TO:**

City of Merced  
City Clerk  
678 West 18<sup>th</sup> Street  
Merced, California 95340

**Exempt Recording Per Gov't  
Code Section 6103**

(Above for Recorder's Use Only)

**DOCUMENT TITLE**

**SUBDIVISION AGREEMENT WITH CONTINUING COVENANTS  
(CFD CONDITION)**

A SUBDIVISION AGREEMENT BETWEEN THE CITY OF MERCED  
AND LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA  
CORPORATION, FOR MORAGA OF MERCED, UNIT NO. 2  
SUBDIVISION TO BE RECORDED CONCURRENTLY WITH THE  
FINAL MAP FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2019, AT  
\_\_\_\_\_.M. IN BOOK \_\_\_\_\_ OF OFFICIAL PLATS, AT  
PAGES \_\_\_\_\_, MERCED COUNTY RECORDS

**SUBDIVISION AGREEMENT**  
**(CFD Condition)**  
**(Bonds as Security)**

THIS AGREEMENT, made and entered into \_\_\_\_\_, 2019, between the City of Merced, a California Charter Municipal Corporation, hereinafter called "City," and Lennar Homes of California, Inc., a California Corporation, hereinafter called "Subdivider," relates to the installation of improvements within the Moraga of Merced, Unit No. 2 Subdivision, a subdivision of real property within the corporate limits of "City."

**RECITALS**

A. The Planning Commission of City, on May 4, 2005, adopted Resolution No. 2817 approving the tentative map of the above mentioned subdivision.

B. Subdivider has submitted for approval the final map of said subdivision in full compliance with State Law and City subdivision ordinances. Final Map Application Number 5370 was submitted by the subdivider on October 8, 2018. A complete Final Map Application (including all bonds and insurance) was filed with the City on \_\_\_\_\_, 201\_\_.

C. Section 18.24.100 of the Merced Municipal Code requires certain improvements within said subdivision.

D. Improvement plans for said subdivision have been approved by the City.

E. The "Subdivision Map Act" and Section 18.24.150 of the Merced Municipal Code require certain security to guarantee the installation of said improvements.

F. Inspection fees required in accordance with Section 18.24.110 of the Merced Municipal Code have been paid.

G. Condition of Approval of the tentative subdivision map No. 6 requires the Subdivider to have established a Community Facilities District ("CFD") for public safety, maintenance, and other services prior to obtaining a Final Map for the property. This property was annexed into the City's CFD 2003-2 for Services on March 20, 2006.

Based upon the foregoing recitals, and in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto mutually agree as follows:

## **AGREEMENT**

### **1. AGREEMENT TO CONDITIONS IMPOSED**

Subdivider, for himself and all successors thereto, acknowledges and agrees to all conditions imposed in the Planning Commission Resolution approving the Tentative Map as identified in Recital A above.

### **2. IMPROVEMENTS**

A. Subdivider agrees to cause all improvements to be made and constructed in said subdivision within twelve (12) months of the date of City approval of this Agreement, in full compliance with the requirements of approved Tentative Map, the Conditions of Approval thereto, and the City's "Standard Designs for Common Engineering Structures," and with the improvement plans approved by City and any changes or alterations in such work required by City, and to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of said work, and for any work or labor done thereon of any kind, and any amounts due under the Unemployment Insurance Act with respect to such work or labor.

B. The Subdivider may request an extension of time to complete the terms hereof. Such request shall be submitted to the City in writing no less than four (4) weeks before the expiration date hereof, and shall contain a statement of circumstances necessitating the extension of time. The City shall have the right to review the provisions of this Agreement, including the construction standards, cost estimate, and improvement security, and



to require adjustments therein if any substantial change has occurred during the term hereof.

C. If the Subdivider fails or neglects to comply with the provisions of this Agreement, the City shall have the right at any time to cause said provisions to be met by any lawful means, and thereupon recover from the Subdivider and/or his surety the full cost and expense incurred.

### 3. SECURITY—FILING OF THE SAME

The Subdivider shall file securities for this Agreement per Sections 66496 and 66499 of the Government Code as follows and as shown on Exhibit "A" attached hereto:

A. To secure faithful performance of this Agreement, security in an amount equal to one hundred (100%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to the Final Map application being considered complete or action on the same by the City Council.

B. To secure payment to the contractor, his subcontractors, and to persons furnishing labor, materials, or equipment to them, security in an amount equal to fifty (50%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to the Final Map application being considered complete or action on the same by the City Council.

C. To secure the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance of the work, security in an amount equal to fifteen (15%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to final acceptance of the work by the City.

D. To secure payment of the cost of setting of monuments, security in an amount equal to one hundred (100%) percent of the estimated cost of setting such monuments as determined by the City shall be filed with the City prior to the Final Map application being considered complete or action on the same by the City Council.

If security is furnished in the form of a bond or bonds, such bonds shall be executed by a corporate surety company authorized to transact surety business in the State of California. Liability for security furnished as described herein shall be limited as set forth in Government Code Sections 66499.9 and 66499.10.

#### 4. SECURITY—RELEASE OF THE SAME

Release of Securities shall be as follows:

A. Security given for faithful performance may be released thirty-five (35) days after recording Notice of Completion of the work provided that evidence of recording of the Notice of Completion has been furnished to the City, the City has finally accepted the work, and provided the security has been furnished to the City to guarantee and warrant the work for one (1) year following the date of such acceptance of the work.

B. Security securing the payment to the contractor, his subcontractors, and to persons furnishing labor, materials, or equipment may be released six (6) months after recording Notice of Completion provided no claims have been filed with the City in accordance with the Subdivision Map Act.

C. The security guaranteeing that the completed work remains satisfactory during the required one-year warranty period may be released upon correction, by Subdivider, of any defects in the work existing at the end of the warranty period.

D. Monument security may be released in accordance with the provisions of Section 66497 of the Government Code.

In the event that improvements do not conform to the plans and specifications or defects are not corrected within the time limits specified by City, the City shall have the authority to order the necessary work done and to recover the cost of such work, as well as any costs of enforcing such obligation, including attorney fees, from the Subdivider and the Subdivider's surety or the financial institution providing the Instrument of Credit.

## 5. INSPECTION

City shall inspect all improvements made in connection with said subdivision for compliance with City requirements. Subdivider shall give at least twenty-four (24) hours' notice to City, including at least one full working day prior to any inspection. Improvements installed without inspection by the City shall be subject to rejection. Subdivider shall pay to City an amount equal to three (3) percent of the total estimated cost of the improvements as determined by City to cover the cost of inspection. Inspection by the City shall in no way relieve the Subdivider or its sureties of full responsibility for defective materials or workmanship. Any costs associated with testing of improvements shall be paid by the Subdivider in advance of the testing.

Neither final inspection nor acceptance of any public improvements for said subdivision will be permitted prior to receipt by City of sufficient monies to cover the cost of testing and inspection exceeding the above deposit.

## 6. FULFILLMENT OF CONDITIONS OF APPROVAL.

Condition of Approval No. 5 of Subdivider's Tentative Map requires Subdivider to have formed a CFD prior to obtaining approval of a Final Map for Subdivider's project. Cypress Terrace 6 was annexed into Community Facilities District (CFD) 2003-2 (Services) as part of Annexation No. 4 approved by the Merced City Council on February 10, 2007. Therefore, this condition has been satisfied.

## 7. SAFETY

Subdivider shall perform all work in accordance with the applicable sections of Title 8 of the California Code of Regulations (CAL OSHA), and the "WATCH" (Work Area Traffic Control Handbook) published by Building News, Inc., and available at the City Engineer's office. Provisions shall be made by Subdivider for protection of the traveling public on all public roads affected by the improvements.

Barricades and related facilities shall be placed in such number and in such locations as for public safety, and at night they shall be equipped with flashing yellow lights. City reserves the right to require and Subdivider

shall promptly install or place additional barricades or other facilities to assure public safety if City shall deem the same to be necessary or desirable for public safety. Subdivider is responsible for all liability which may arise out of work herein permitted whether or not public property, and shall indemnify, protect, defend, and hold City harmless from any and all claims, damages (including injury or death to any person or persons) , or causes of action arising therefrom or related thereto.

## 8. INDEMNITY

The Subdivider shall take and assume all responsibility for the construction of the improvements and the safety of operation in connection therewith. The Subdivider shall bear all losses and damages directly or indirectly resulting to the City, its officers, employees, and agents or others on account of the construction of the improvements, unforeseen difficulties, accidents, or any other causes whatsoever.

The Subdivider shall protect, assume the defense of and indemnify and save harmless the City, its officers, employees, and agents from all claims, loss, damage, injury—including the death of any person or persons, and liability of every kind, nature, and description, directly or indirectly arising from the construction of the improvements.

The Subdivider shall indemnify, protect, defend, and hold harmless the City, and any agency or instrumentality thereof, and 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, Subdivider 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 another governmental entity in which Subdivider'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 Subdivider 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 Subdivider 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.

## 9. PREVAILING WAGES

Subdivider acknowledges that City has made no representation, express or implied, to Subdivider or any person associated with Subdivider regarding whether or not laborers employed relative to the construction of the improvements to be constructed pursuant to this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Section 1720, *et seq.* ("Prevailing Wage Laws"). Subdivider agrees with City that Subdivider shall assume any and all responsibility and be solely responsible for determining whether or not laborers employed relative to the construction undertaken pursuant to this Agreement must be paid the prevailing per diem wage rate pursuant to the Prevailing Wage Laws or other applicable law.

Subdivider, on behalf of itself, its successors, and assigns, waives and releases City from any right of action that may be available to any of them pursuant to Labor Code Section 1781 or any similar law. Relative to the waiver and release set forth in this Section, Subdivider acknowledges the protections of Civil Code Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

By initialing below, Subdivider knowingly and voluntarily waives the provisions of Section 1542 or any similar law solely in connection with the waivers and releases contained in this Section.

\_\_\_\_\_  
Initials of  
City Manager

\_\_\_\_\_  
Initials of Authorized  
Subdivider Representative

Subdivider shall indemnify, hold harmless and defend City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Subdivider, its contractor(s) and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Sections 1720 *et seq.* and implementing regulations of the Department of Industrial Relations in connection with construction and installation of the improvements required pursuant to this Agreement. Subdivider's defense of the City shall be provided by counsel reasonably acceptable to the City.

The foregoing indemnity shall survive any termination of this Agreement.

## 10. INSURANCE

Subdivider further agrees that before commencing any work pursuant to this Agreement, Subdivider shall obtain, and at all times prior to final acceptance of all improvements hereunder, keep in full force and effect, insurance coverage in such limits and amounts, and covering such risks as shall be acceptable to City.

All policies of insurance must be issued by a company that is either:

- (1) Admitted to transact insurance business in the State of California;
- (2) On the "LESLI List," i.e., the List of Eligible Surplus Line Insurers; or,
- (3) In the form of a risk retention group ("RRG") so long as the RRG contains at least \$750,000 in capital, has been in operation for at least one year, and the reinsurance agreement associated with the RRG contains AM Best A rated insurers with an attachment point of \$250,000 or less.

All insurance companies must have an A.M. Best's rating of at least A- and a financial size of IX or X. All required policies shall contain an

endorsement adding the Indemnified Parties under the agreement, specifically including but are not limited to, the City, its officers, employees, and agents, as additional insureds. The required policies shall stipulate that this insurance will operate as primary insurance for work performed by Developer and its sub-contractors, and that no other insurance effected by City or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The additional insured endorsement required hereunder must be issued using ISO form CG 20 10 11 85, or the same form with an edition date no later than 1990. In lieu of CG 20 10 11 85, City will accept alternate additional insured endorsements on ISO forms CG 20 10 10 01 and CG 20 37 10 01, but only if both forms are used together and provided to City. The minimum coverage and limits shall be as follows:

COVERAGE	LIMITS
Workers Compensation	Statutory
Comprehensive General Liability, including or separately insuring liability assumed by contract	
Bodily Injury	\$1,000,000 per person \$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

Subdivider shall, prior to commencement of construction work, furnish to City a certificate of insurance, which shall provide that the above insurance shall not be cancelled without thirty (30) days prior written notice to City. Prior to acceptance of the improvements, the Subdivider shall provide the City with a copy of the endorsements required herein.

## 11. AS-BUILTS

Subdivider shall submit one (1) reproducible print (mylar) of the improvements "as-built" to City prior to release of securities.

## 12. NOTICE OF COMPLETION

City shall record a Notice of Completion with the Merced County Recorder immediately following City's acceptance of the improvements.

### 13. APPROVALS

This Agreement is subject to approval by the City Manager of City as to substance, and by the City Attorney as to form. Any improvement securities tendered hereunder shall be subject to approval by the City Manager as to amount, and by the City Attorney as to form and legal sufficiency.

### 14. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

### 15. 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.

### 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 understandings or agreements 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, three (3) identical counterparts of this Agreement, 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.

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      Date

FUNDS/ACCOUNTS VERIFIED BY:

\_\_\_\_\_  
Finance Officer      Date

DEVELOPER:  
LENNAR HOMES OF CALIFORNIA,  
INC., A California Corporation

By:  \_\_\_\_\_  
Mike Miller

Its: Vice President

Address: 8080 N. Palm, Suite 110  
Fresno, CA 93711

Telephone: (559) 437-4269 Taxpayer

ID Number: 93-1223261

EXHIBIT A  
Moraga Phase 2

The securities on this subdivision shall be according to, or equivalent to, either Method 1 or Method 2.

	<b>Method 1</b>		<b>Method 2</b>
	<u>Performance Bond</u>	<u>Labor/Material Bond</u>	<u>Letter of Credit</u>
Subdivision Improvements, Including monuments	\$4,602,256.85	\$2,301,128.43	\$5,522,708.22
One-Year Warranty*	\$690,338.53		\$690,338.53

\*Due prior to issuance of Notice of Completion

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
APPROVING THE FINAL SUBDIVISION MAP  
FOR THE MORAGA OF MERCED, UNIT NO. 2  
SUBDIVISION (#5370)**

WHEREAS, a Tentative Subdivision Map for the Moraga of Merced, Unit No. 2 Subdivision was approved on May 4, 2005, by the Planning Commission; and,

WHEREAS, a Final Map conforming to the approved Tentative Map has been filed with the City of Merced; and,

WHEREAS, the City Engineer has reviewed the Final Map and certified that the Final Map substantially conforms to the conditionally approved Vesting Tentative Subdivision Map; and,

WHEREAS, all required certificates on said Final Map have been signed and, where necessary, acknowledged; and,

WHEREAS, the City has determined that the Final Map is statutorily exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, Approval of Final Subdivision Maps and a Notice of Exemption is attached hereto.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES RESOLVE AS FOLLOWS:

SECTION 1. FINDINGS. The City Council finds and declares that:

1. The Final Map is statutorily exempt from the California Environmental Quality Act (CEQA), Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, Approval of Final Subdivision Maps.

2. The Final Map is in substantial compliance with the Tentative Map.
3. The discharge of waste from the proposed subdivision into the sewer system will not result in violation of existing requirements of the Water Quality Control Board.
4. The Final Map is consistent with applicable general and specific plans.
5. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.
6. The site is physically suitable for the proposed type of development.
7. The site is physically suitable for the proposed density of development.
8. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife of their habitat.
9. The design of the subdivision or the type of improvements are not likely to cause serious public health problems.
10. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.
11. An agreement has been entered into with the developer satisfactory to guarantee completion of public improvements within the subdivision.

SECTION 2. APPROVAL OF MAP. The City Council hereby approves the Final Map for the Moraga of Merced, Unit No. 2 Subdivision and hereby accepts on behalf of the public all Streets, Courts, and Avenues (subject to

Subdivision improvements), and all easements and dedications as shown on the map at Exhibit "A" attached hereto and incorporated herein by this reference.

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 called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

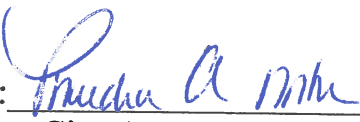
\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY:  9-16-19  
City Attorney Date







# CITY OF MERCED FINAL MAP NO. 5970 MORAGA OF MERCED

## UNIT NO. 2

BEING A PORTION OF THE  
NORTHEAST QUARTER OF SECTION 18,  
TOWNSHIP 7 SOUTH, RANGE 14 EAST,  
MOUNT DIABLO MERIDIAN  
CITY OF MERCED, MERCED COUNTY, CALIFORNIA  
JULY, 2018

**NORTHSTAR ENGINEERING GROUP, INC.**

620 12th Street, Modesto, CA 95354  
(209) 524-3525

### REFERENCES:

- GRANT DEED - D.N. 2017-040686, M.C.R.
- MORAGA OF MERCED, UNIT NO. 1 - 72 - OP - 45 THRU 56, M.C.R.
- RECORD OF SURVEYS, BOOK 27 OF SURVEYS, PAGES 43-56, M.C.R.
- RECORD OF SURVEYS, BOOK 25 OF SURVEYS, PAGES 23-25, M.C.R.
- CERTIFICATE OF COMPLIANCE, D.N. 2017-040686, M.C.R.
- BOUNDARY ADJUSTMENT, D.N. 2006-023511, M.C.R.

### CURVE TABLE

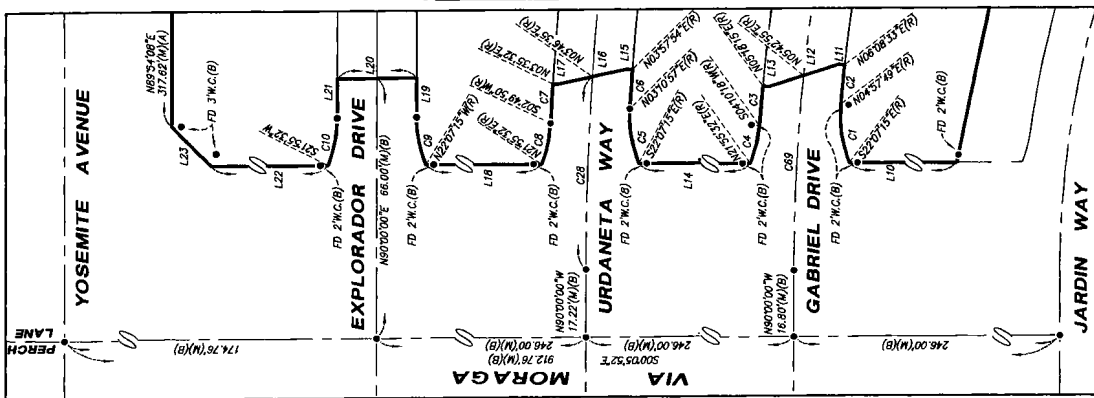
CURVE	DELTA	RADIUS	LENGTH	LINE	BEARING	LENGTH
C1	270°04'	32.00'	15.137M(A/B)	L1	N03°24'17"E	70.927M(A/B)
C2	170°44'	48.00'	10.000M(A/B)	L2	S14°09'17"E	70.927M(A/B)
C3	10°24'10"	58.00'	10.000M(A/B)	L3	S14°09'17"E	70.927M(A/B)
C4	17°43'14"	32.00'	8.927M(A/B)	L4	S39°16'42"E	81.611M(A/B)
C5	25°18'12"	32.00'	14.137M(A/B)	L5	S51°50'21"E	21.681M(A/B)
C6	0°46'52"00"	736.00'	10.000M(A/B)	L6	S59°23'14"E	27.807M(A/B)
C7	0°46'52"00"	736.00'	10.000M(A/B)	L7	S59°23'14"E	27.807M(A/B)
C8	0°46'52"00"	736.00'	10.000M(A/B)	L8	S59°23'14"E	27.807M(A/B)
C9	0°46'52"00"	736.00'	10.000M(A/B)	L9	S59°23'14"E	27.807M(A/B)
C10	0°46'52"00"	736.00'	10.000M(A/B)	L10	S59°23'14"E	27.807M(A/B)
C11	0°46'52"00"	736.00'	10.000M(A/B)	L11	S59°23'14"E	27.807M(A/B)
C12	0°46'52"00"	736.00'	10.000M(A/B)	L12	S59°23'14"E	27.807M(A/B)
C13	0°46'52"00"	736.00'	10.000M(A/B)	L13	S59°23'14"E	27.807M(A/B)
C14	0°46'52"00"	736.00'	10.000M(A/B)	L14	S59°23'14"E	27.807M(A/B)
C15	0°46'52"00"	736.00'	10.000M(A/B)	L15	S59°23'14"E	27.807M(A/B)
C16	0°46'52"00"	736.00'	10.000M(A/B)	L16	S59°23'14"E	27.807M(A/B)
C17	0°46'52"00"	736.00'	10.000M(A/B)	L17	S59°23'14"E	27.807M(A/B)
C18	0°46'52"00"	736.00'	10.000M(A/B)	L18	S59°23'14"E	27.807M(A/B)
C19	0°46'52"00"	736.00'	10.000M(A/B)	L19	S59°23'14"E	27.807M(A/B)
C20	0°46'52"00"	736.00'	10.000M(A/B)	L20	S59°23'14"E	27.807M(A/B)
C21	0°46'52"00"	736.00'	10.000M(A/B)	L21	S59°23'14"E	27.807M(A/B)
C22	0°46'52"00"	736.00'	10.000M(A/B)	L22	S59°23'14"E	27.807M(A/B)
C23	0°46'52"00"	736.00'	10.000M(A/B)	L23	S59°23'14"E	27.807M(A/B)

### NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS  
AND GENERAL NOTES

### LEGEND:

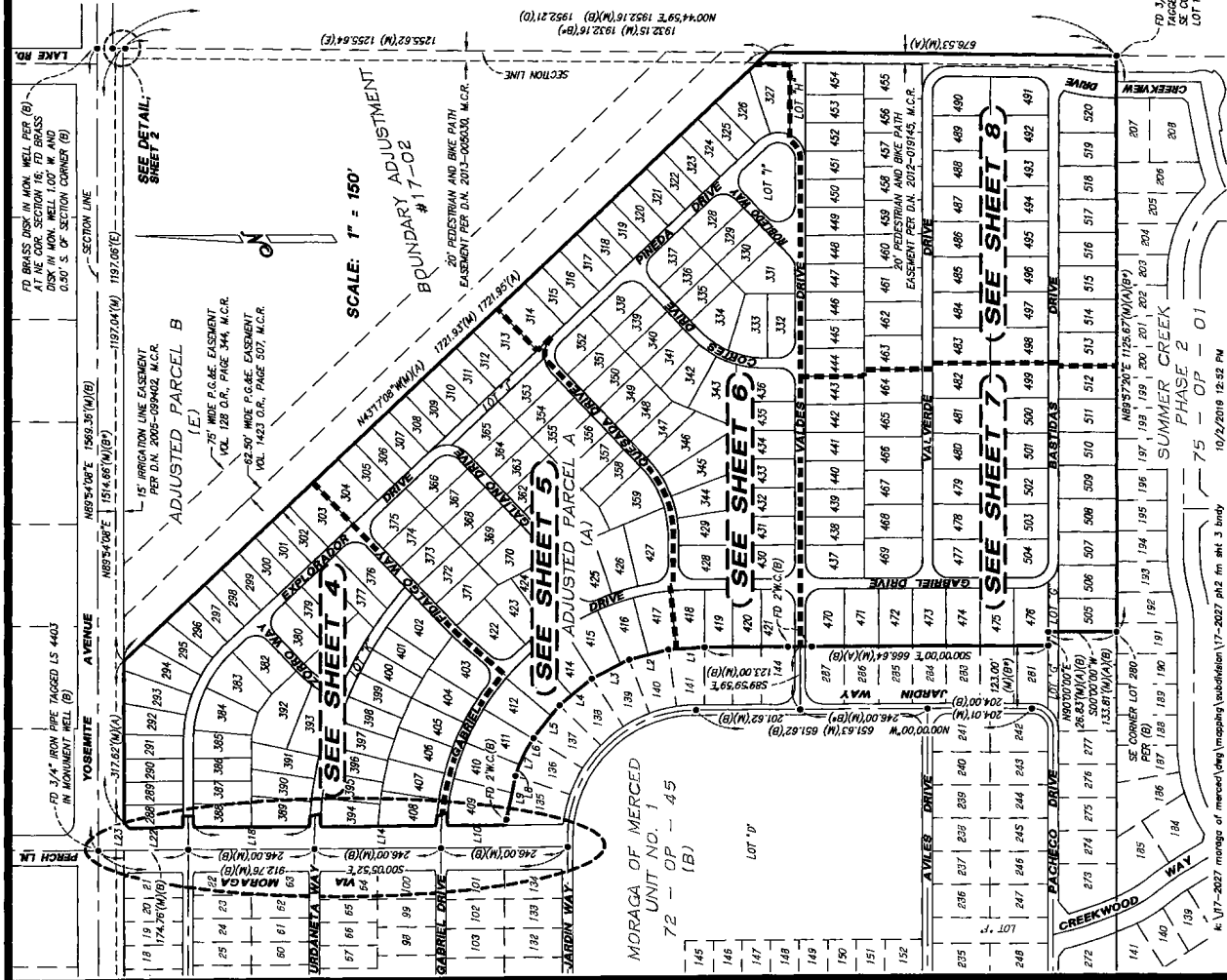
- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, U.O.N.
- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, IN MONUMENT WELL, U.O.N.
- FOUND 3/4" IRON PIPE TAGGED LS 6946 OR LEAD AND TAG STAMPED LS 6946 (B), U.O.N.
- FD FOUND
- SPN SEARCHED, FOUND NOTHING
- (A/B) SEE REFERENCES THIS SHEET
- (M) MEASURED
- M.C.R. MERCED COUNTY RECORDS
- OR DOCUMENT NUMBER
- U.O.N. UNLESS OTHERWISE NOTED
- PM PARCEL MAP
- OP OFFICIAL PLATS
- (R) RADIAL DATA
- C18 CURVE DATA, SEE CURVE TABLE THIS SHEET
- W.C. CALCULATED PER REFERENCES LISTED HEREIN
- WITNESS CORNER
- PUE PUBLIC UTILITY EASEMENT
- SME SIDEWALK EASEMENT
- LE LANDSCAPE EASEMENT



DETAIL "A"  
SCALE: 1"=20'

VOL. \_\_\_\_\_ PG. \_\_\_\_\_

SHEET 3 OF 8



10/2/2018 12:52 PM  
k: V17-2027 moraga of merced (dwg) mapping\subdivision\17-2027\p2 3.bndy

CITY OF MERCED FINAL MAP NO. 5370  
**MORAGA OF MERCED**

**UNIT NO. 2**

BEING A PORTION OF THE  
 NORTHEAST QUARTER OF SECTION 16,  
 TOWNSHIP 7 SOUTH, RANGE 14 EAST,  
 MOUNT DIABLO MERIDIAN  
 CITY OF MERCED, MERCED COUNTY, CALIFORNIA  
 JULY, 2018

**NORTHSTAR ENGINEERING GROUP, INC.**

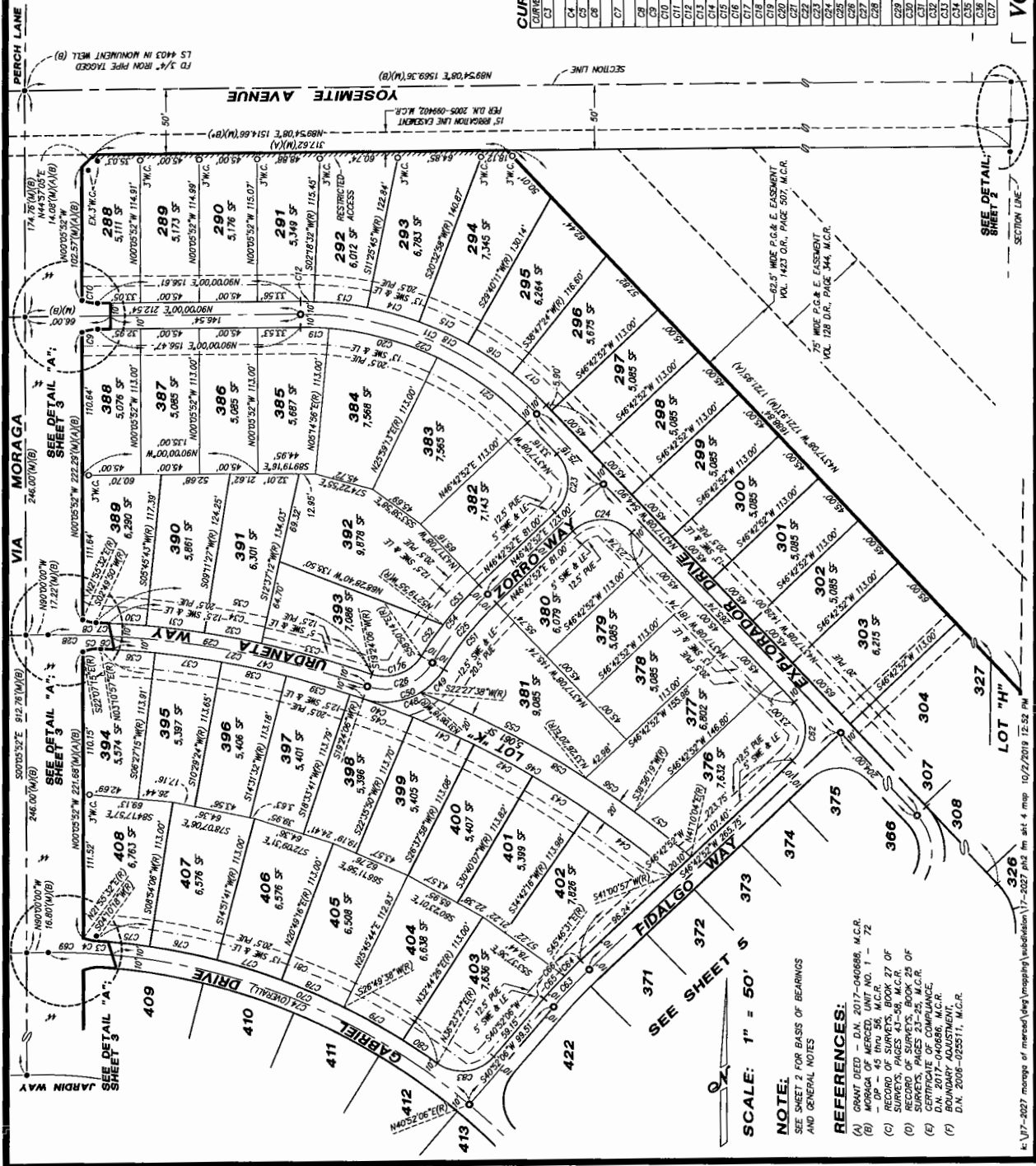
620 12th Street, Modesto, CA 95354  
 (209) 524-3525

**LEGEND:**

- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, U.O.N.
- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, IN MONUMENT WELL, U.O.N.
- FOUND 3/4" IRON PIPE TAGGED LS 6946 OR LEAD AND TAG STAMPED LS 6946 (B), U.O.N.
- FOUND
- SEARCHED, FOUND NOTHING
- SEE REFERENCES THIS SHEET
- (A)(B) MERCED COUNTY RECORDS
- M.C.R. OFFICIAL RECORDS
- OR OFFICIAL PLATS
- U.O.N. UNLESS OTHERWISE NOTED
- PM PARCEL MAP
- (R) RADIAL
- (C) CURVE DATA, SEE CURVE TABLE THIS SHEET
- W.C. CALCULATED PER REFERENCES LISTED HEREIN
- WITNESS CORNER
- PUE PUBLIC UTILITY EASEMENT
- SEE SIDEWALK EASEMENT
- LANDSCAPE EASEMENT

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH
C1	170°52'10"	566.00'	10.007(M/A)(B)	C38	430°08'	732.00'	51.98'
C2	170°52'10"	566.00'	10.007(M/A)(B)	C39	430°08'	732.00'	51.98'
C3	170°52'10"	566.00'	10.007(M/A)(B)	C40	430°08'	732.00'	51.98'
C4	170°52'10"	566.00'	10.007(M/A)(B)	C41	430°08'	732.00'	51.98'
C5	170°52'10"	566.00'	10.007(M/A)(B)	C42	430°08'	732.00'	51.98'
C6	170°52'10"	566.00'	10.007(M/A)(B)	C43	430°08'	732.00'	51.98'
C7	170°52'10"	566.00'	10.007(M/A)(B)	C44	430°08'	732.00'	51.98'
C8	170°52'10"	566.00'	10.007(M/A)(B)	C45	430°08'	732.00'	51.98'
C9	170°52'10"	566.00'	10.007(M/A)(B)	C46	430°08'	732.00'	51.98'
C10	170°52'10"	566.00'	10.007(M/A)(B)	C47	430°08'	732.00'	51.98'
C11	170°52'10"	566.00'	10.007(M/A)(B)	C48	430°08'	732.00'	51.98'
C12	170°52'10"	566.00'	10.007(M/A)(B)	C49	430°08'	732.00'	51.98'
C13	170°52'10"	566.00'	10.007(M/A)(B)	C50	430°08'	732.00'	51.98'
C14	170°52'10"	566.00'	10.007(M/A)(B)	C51	430°08'	732.00'	51.98'
C15	170°52'10"	566.00'	10.007(M/A)(B)	C52	430°08'	732.00'	51.98'
C16	170°52'10"	566.00'	10.007(M/A)(B)	C53	430°08'	732.00'	51.98'
C17	170°52'10"	566.00'	10.007(M/A)(B)	C54	430°08'	732.00'	51.98'
C18	170°52'10"	566.00'	10.007(M/A)(B)	C55	430°08'	732.00'	51.98'
C19	170°52'10"	566.00'	10.007(M/A)(B)	C56	430°08'	732.00'	51.98'
C20	170°52'10"	566.00'	10.007(M/A)(B)	C57	430°08'	732.00'	51.98'
C21	170°52'10"	566.00'	10.007(M/A)(B)	C58	430°08'	732.00'	51.98'
C22	170°52'10"	566.00'	10.007(M/A)(B)	C59	430°08'	732.00'	51.98'
C23	170°52'10"	566.00'	10.007(M/A)(B)	C60	430°08'	732.00'	51.98'
C24	170°52'10"	566.00'	10.007(M/A)(B)	C61	430°08'	732.00'	51.98'
C25	170°52'10"	566.00'	10.007(M/A)(B)	C62	430°08'	732.00'	51.98'
C26	170°52'10"	566.00'	10.007(M/A)(B)	C63	430°08'	732.00'	51.98'
C27	170°52'10"	566.00'	10.007(M/A)(B)	C64	430°08'	732.00'	51.98'
C28	170°52'10"	566.00'	10.007(M/A)(B)	C65	430°08'	732.00'	51.98'
C29	170°52'10"	566.00'	10.007(M/A)(B)	C66	430°08'	732.00'	51.98'
C30	170°52'10"	566.00'	10.007(M/A)(B)	C67	430°08'	732.00'	51.98'
C31	170°52'10"	566.00'	10.007(M/A)(B)	C68	430°08'	732.00'	51.98'
C32	170°52'10"	566.00'	10.007(M/A)(B)	C69	430°08'	732.00'	51.98'
C33	170°52'10"	566.00'	10.007(M/A)(B)	C70	430°08'	732.00'	51.98'
C34	170°52'10"	566.00'	10.007(M/A)(B)	C71	430°08'	732.00'	51.98'
C35	170°52'10"	566.00'	10.007(M/A)(B)	C72	430°08'	732.00'	51.98'
C36	170°52'10"	566.00'	10.007(M/A)(B)	C73	430°08'	732.00'	51.98'
C37	170°52'10"	566.00'	10.007(M/A)(B)	C74	430°08'	732.00'	51.98'



SEE DETAIL:  
 SHEET 2

SECTION LINE

LOT "H"

SCALE: 1" = 50'

**NOTE:**  
 SEE SHEET 2 FOR BASIS OF BEARINGS  
 AND GENERAL NOTES

**REFERENCES:**

- (A) GRANT DEED - D.N. 2017-040686, M.C.R.
- (B) MORAGA OF MERCED, UNIT NO. 1 - 72
- (C) RECORD OF SURVEYS, BOOK 22 OF SURVEYS, PAGES 43-58, M.C.R.
- (D) RECORD OF SURVEYS, BOOK 22 OF SURVEYS, PAGES 23-25, M.C.R.
- (E) D.N. 2017-040686, M.C.R.
- (F) BOUNDARY ADJUSTMENT, M.C.R.
- (G) D.N. 2006-025511, M.C.R.

Pg. 4 OF 8



CITY OF MERCED FINAL MAP NO. 5370

# MORAGA OF MERCED UNIT NO. 2

BEING A PORTION OF THE  
NORTHEAST QUARTER OF SECTION 18,  
TOWNSHIP 7 SOUTH, RANGE 14 EAST,  
MOUNT Diablo MERIDIAN  
CITY OF MERCED, MERCED COUNTY, CALIFORNIA  
JULY, 2019

**NORTHSTAR ENGINEERING GROUP, INC.**  
620 12th Street, Modesto, CA 95354  
(209) 524-3525

- LEGEND:**
- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, U.O.N.
  - SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, IN MONUMENT WELL, U.O.N.
  - FOUND 3/4" IRON PIPE TAGGED L.S. 6946 OR LEAD AND TAG STAMPED LS 6946 (B), U.O.N.
  - FD SEARCHED, FOUND NOTHING
  - (A)(B) SEE REFERENCES THIS SHEET
  - (M) MEASURED
  - OR OFFICIAL COUNTY RECORDS
  - OR OFFICIAL RECORDS
  - U.O.N. UNLESS OTHERWISE NOTED
  - OP OFFICIAL MAP
  - (B) RAILROAD
  - C18 CURVE DATA, SEE CURVE TABLE THIS SHEET
  - \* CALCULATED PER REFERENCES LISTED HEREIN
  - W.C. PUBLIC CORNER
  - PUE PUBLIC UTILITY EASEMENT
  - SHE SIDEWALK EASEMENT
  - LE LANDSCAPE EASEMENT

SCALE: 1" = 50'

YOSMITE AVENUE

CURVE	DELTA	RADIUS	LENGTH
C139	123°51'11"	190.50'	41.80'
C140	180°20'00"	190.50'	53.60'
C141	180°20'00"	190.50'	53.60'
C142	180°20'00"	190.50'	53.60'
C143	180°20'00"	190.50'	53.60'
C144	180°20'00"	190.50'	53.60'
C145	180°20'00"	190.50'	53.60'
C146	180°20'00"	190.50'	53.60'
C147	180°20'00"	190.50'	53.60'
C148	180°20'00"	190.50'	53.60'
C149	180°20'00"	190.50'	53.60'
C150	180°20'00"	190.50'	53.60'
C151	180°20'00"	190.50'	53.60'
C152	180°20'00"	190.50'	53.60'
C153	180°20'00"	190.50'	53.60'
C154	180°20'00"	190.50'	53.60'
C155	180°20'00"	190.50'	53.60'
C156	180°20'00"	190.50'	53.60'
C157	180°20'00"	190.50'	53.60'
C158	180°20'00"	190.50'	53.60'
C159	180°20'00"	190.50'	53.60'
C160	180°20'00"	190.50'	53.60'
C161	180°20'00"	190.50'	53.60'
C162	180°20'00"	190.50'	53.60'
C163	180°20'00"	190.50'	53.60'
C164	180°20'00"	190.50'	53.60'
C165	180°20'00"	190.50'	53.60'
C166	180°20'00"	190.50'	53.60'
C167	180°20'00"	190.50'	53.60'
C168	180°20'00"	190.50'	53.60'
C169	180°20'00"	190.50'	53.60'
C170	180°20'00"	190.50'	53.60'
C171	180°20'00"	190.50'	53.60'
C172	180°20'00"	190.50'	53.60'
C173	180°20'00"	190.50'	53.60'
C174	180°20'00"	190.50'	53.60'
C175	180°20'00"	190.50'	53.60'
C176	180°20'00"	190.50'	53.60'
C177	180°20'00"	190.50'	53.60'
C178	180°20'00"	190.50'	53.60'
C179	180°20'00"	190.50'	53.60'
C180	180°20'00"	190.50'	53.60'
C181	180°20'00"	190.50'	53.60'
C182	180°20'00"	190.50'	53.60'
C183	180°20'00"	190.50'	53.60'
C184	180°20'00"	190.50'	53.60'
C185	180°20'00"	190.50'	53.60'
C186	180°20'00"	190.50'	53.60'
C187	180°20'00"	190.50'	53.60'
C188	180°20'00"	190.50'	53.60'
C189	180°20'00"	190.50'	53.60'
C190	180°20'00"	190.50'	53.60'
C191	180°20'00"	190.50'	53.60'
C192	180°20'00"	190.50'	53.60'
C193	180°20'00"	190.50'	53.60'
C194	180°20'00"	190.50'	53.60'
C195	180°20'00"	190.50'	53.60'
C196	180°20'00"	190.50'	53.60'
C197	180°20'00"	190.50'	53.60'
C198	180°20'00"	190.50'	53.60'
C199	180°20'00"	190.50'	53.60'
C200	180°20'00"	190.50'	53.60'

NOTE: SEE SHEET 2 FOR BASIS OF BEARINGS AND GENERAL NOTES.

SEE SHEET 2 FOR BASIS OF BEARINGS AND GENERAL NOTES.

SEE DETAIL "A";

SEE SHEET 3

SEE SHEET 4

SEE SHEET 5

SEE SHEET 6

SEE SHEET 7

SEE SHEET 8

SEE SHEET 9

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SEE SHEET 11

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SEE SHEET 219

MORAGA OF MERCED

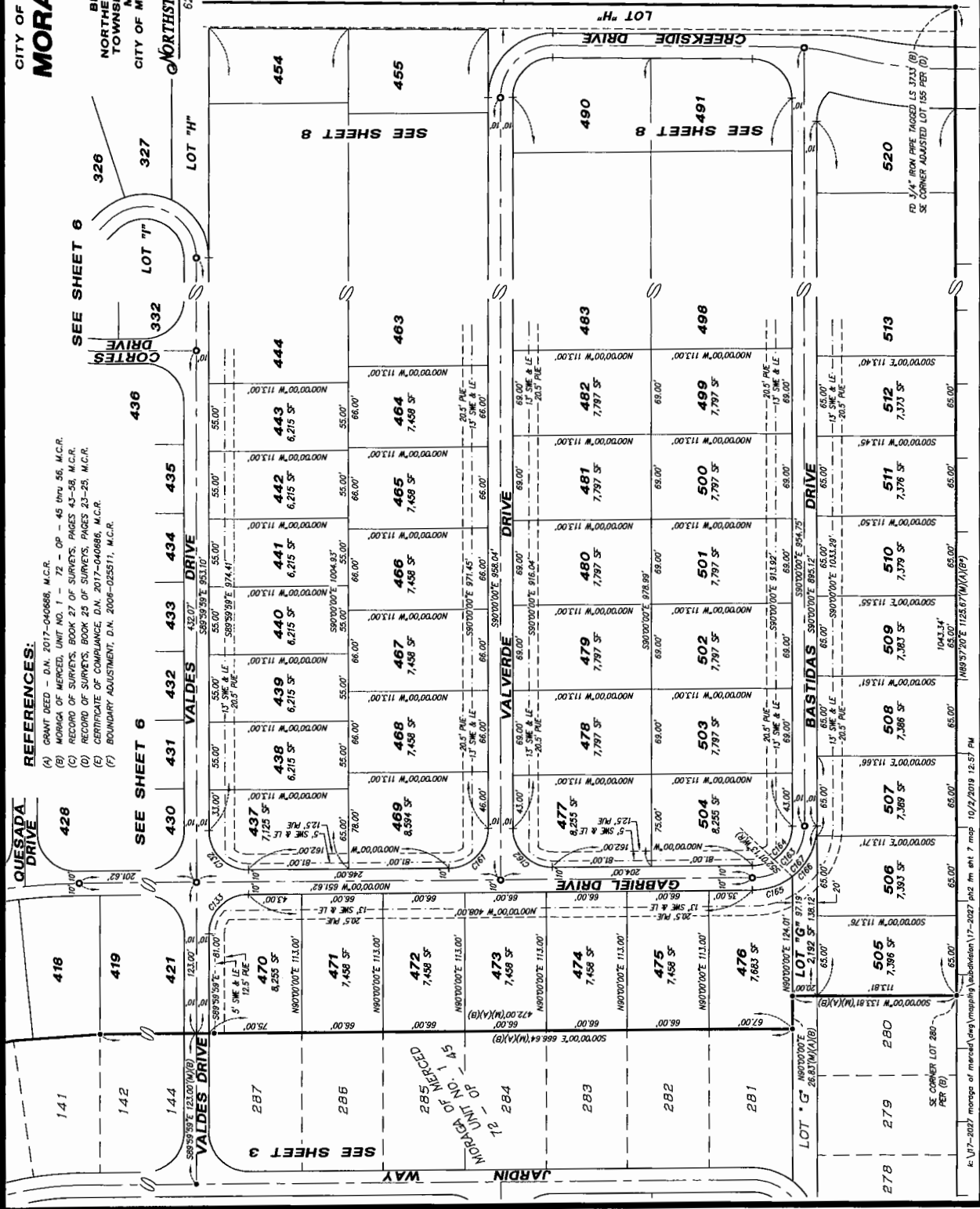
UNIT NO. 2

BEING A PORTION OF THE  
NORTHEAST QUARTER OF SECTION 16,  
TOWNSHIP 7 SOUTH, RANGE 14 EAST,  
MOUNT DIABLO MERIDIAN  
CITY OF MERCED, CALIFORNIA  
JULY 1, 2018

NORTHSTAR ENGINEERING GROUP, INC.  
620 12th Street, Modesto, CA 95354  
(209) 524-3525

REFERENCES:

- (A) GRANT DEED - D.N. 2017-040868, M.C.R.
- (B) MORAGA OF MERCED, UNIT NO. 1 - 72 - OP - 45 THRU 56, M.C.R.
- (C) RECORD OF SURVEYS, BOOK 27 OF SURVEYS, PAGES 43-58, M.C.R.
- (D) RECORD OF SURVEYS, BOOK 25 OF SURVEYS, PAGES 23-29, M.C.R.
- (E) CERTIFICATE OF COMPLIANCE, D.N. 2017-040868, M.C.R.
- (F) BOUNDARY ADJUSTMENT, D.N. 2004-025511, M.C.R.



SCALE: 1" = 50'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C132	90.0000°	32.00'	50.27'
C133	89.592°	32.00'	50.27'
C161	90.0000°	32.00'	50.27'
C162	90.0000°	32.00'	50.27'
C163	90.0000°	32.00'	50.27'
C164	89.592°	32.00'	50.27'
C165	89.592°	32.00'	50.27'
C166	90.0000°	32.00'	50.27'
C167	90.0000°	32.00'	50.27'

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS  
AND GENERAL NOTES.

LEGEND:

- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, U.O.N.
- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, N MAGNET WELL, U.O.N.
- CORNER ADJUSTED PER LOTS 6946 OR LEAD AND TAG STAMPED LS 6946 (B), U.O.N.
- FD FOUND
- SPN SEARCHED, FOUND NOTHING
- (A/B) SEE REFERENCES THIS SHEET
- (M) MEASURED
- M.C.R. MERCED COUNTY RECORDS
- OR OFFICIAL COUNTY RECORDS
- D.N. DOCUMENT NUMBER
- U.O.N. UNLESS OTHERWISE NOTED
- PM PARCEL MAP
- (B) BOUNDARY
- CTB CURVE DATA, SEE CURVE TABLE THIS SHEET
- \* CALCULATED PER REFERENCES LISTED HEREIN
- W.C. WITNESS CORNER
- PUE PUBLIC UTILITY EASEMENT
- SHE SIDEWALK EASEMENT
- LE LANDSCAPE EASEMENT

VOL. \_\_\_\_\_

PG. \_\_\_\_\_

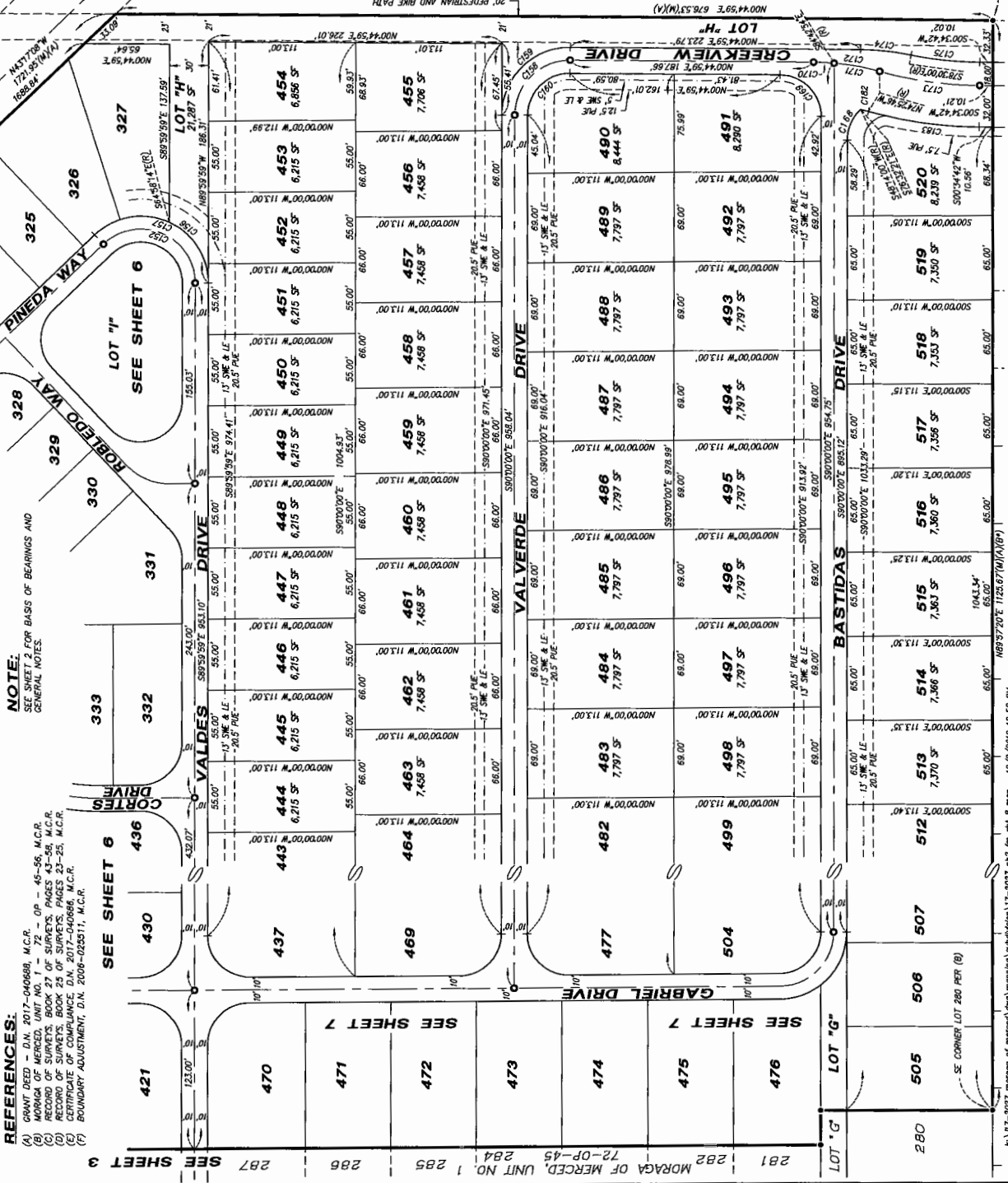
SHEET 7 OF 8

**REFERENCES:**

- (A) GRANT DEED - D.N. 2017-040688, M.C.R.
- (B) MORAGA OF MERCED, UNIT NO. 1 - 72 - OP - 45-56, M.C.R.
- (C) RECORD OF SURVEYS, BOOK 27 OF SURVEYS, PAGES 43-56, M.C.R.
- (D) RECORD OF SURVEYS, BOOK 25 OF SURVEYS, PAGES 23-25, M.C.R.
- (E) BOUNDARY ADJUSTMENT, D.N. 2006-022591, M.C.R.

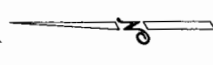
**NOTE:**

SEE SHEET 2 FOR BASIS OF BEARINGS AND GENERAL NOTES.



CITY OF MERCED FINAL MAP No. 5370  
**MORAGA OF MERCED**  
**UNIT NO. 2**  
 BEING A PORTION OF THE  
 NORTHEAST QUARTER OF SECTION 16,  
 TOWNSHIP 7 SOUTH, RANGE 14 EAST,  
 SAN JOAQUIN COUNTY, CALIFORNIA  
 CITY OF MERCED, MERCED COUNTY, CALIFORNIA  
 JULY, 2018

**NORTHSTAR ENGINEERING GROUP, INC.**  
 620 12th Street, Modesto, CA 95354  
 (209) 524-3525



SCALE: 1" = 50'

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH
C152	1337.708'	42.00'	92.70'
C159	64.5815'	52.00'	58.97'
C157	1337.708'	52.00'	120.97'
C158	8924.359'	42.00'	66.52'
C159	8924.359'	42.00'	66.52'
C168	8924.359'	42.00'	66.52'
C169	8924.359'	42.00'	66.52'
C170	4320.00'	200.00'	15.83'
C171	107.708'	200.00'	38.90'
C172	1449.15'	200.00'	51.74'
C173	1449.15'	200.00'	78.50'
C174	1449.15'	200.00'	38.40'
C175	1449.15'	200.00'	58.75'
C176	1449.15'	200.00'	58.75'
C177	1449.15'	200.00'	58.75'
C178	1449.15'	200.00'	58.75'
C179	1449.15'	200.00'	58.75'
C180	1449.15'	200.00'	58.75'

**LEGEND:**

- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, U.O.N.
- SET 3/4" x 24" IRON PIPE, TAGGED LS 6946, IN MONUMENT WELL, U.O.N.
- FOUND 3/4" IRON PIPE TAGGED L.S. 6946 OR LEAD AND TAG STAMPED LS 6946 (B), U.O.N.
- FD FOUND
- SPN SEARCHED, FOUND NOTHING
- (A)(B) SEE REFERENCES THIS SHEET
- (M) MEASURED
- M.C.R. MERCED COUNTY RECORDS
- OR OFFICIAL RECORDS
- D.N. DOCUMENT NUMBER
- U.O.N. UNLESS OTHERWISE NOTED
- PARCEL MAP
- OR OFFICIAL PLATS
- OR CURVE DATA, SEE CURVE TABLE THIS SHEET
- OR CALCULATED PER REFERENCES LISTED HEREIN
- WITNESS CORNER
- PUE PUBLIC UTILITY EASEMENT
- SWE SIDEWALK EASEMENT
- LE LANDSCAPE EASEMENT

**VOL. PG.**

SET 3/4" IRON PIPE TAGGED LS 3743 (B)  
 SE CORNER ADJUSTED LOT 155 PER (D)





## ADMINISTRATIVE REPORT

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### Agenda Item J.9.

Meeting Date: 10/21/2019

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

**SUBJECT:** Approval of Annual Agreement with Merced Zoological Society to Contribute a Minimum of \$75,000 from its Total Operating Budget to the City for the Operation of Applegate Park Zoo for Fiscal Year 2019/2020 to Supplement the Zoo Operating Budget

### REPORT IN BRIEF

Considers approval of annual agreement with Merced Zoological Society to supplement Zoo annual operating by at least \$75,000 through collecting gate fees, operating gift shop, and holding other fundraisers.

### RECOMMENDATION

**City Council** - Adopt a motion approving the agreement with the Merced Zoological Society for payment of at least \$75,000 (approximately 24%) of the total operating budget at the Zoo 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 other than recommended by staff (identify specific finding and/or conditions amended to be addressed in the motion); or,
3. Deny; or,
4. Refer to staff for reconsideration of specific items (specific items to be addressed in the motion; or,
5. Continue to a future meeting (date and time to be specified in the motion).

### AUTHORITY

Charter of the City of Merced, Section 200.

### CITY COUNCIL PRIORITIES

As provided for in the 2019-20 Adopted Budget

### DISCUSSION

Since 1994, the City of Merced has entered into annual agreements with the Merced Zoological Society for assistance with the operating costs of the Applegate Park Zoo. Generally, the contributions from the Society are used for operating expenses such as veterinary care, feed, supplies, landscaping and staff costs. The Merced Zoological Society collects money by charging an entrance fee to the Zoo, operating the Bear Creek Nature Store, as well as hosting special events and fundraisers throughout the year.

The Society has been required to reimburse the City varying amounts of money throughout the years. From 1998-2011 they provided 33% of the operating budget for the year. In fiscal year 2012 they increased their contribution to 40% of the operating budget because of the negative financial situation the City was facing. This number continually increased until 2016 when they were paying 44% of the annual operating budget. This was done by the Society agreeing to hand over 100% of gate fees collected (with a guarantee that it equal a minimum set amount) plus \$15,000 of their gift shop/fundraising revenue.

In 2017, they asked the City to reduce their minimum contribution to the equivalent of 28% of the budget due to their increasing expenses and diminishing reserves. This was accomplished by reducing the gift shop/fundraising contribution to \$10,000 and adding \$5,000 worth of in-kind services.

In 2018, due to the same concerns they reduced their contribution to 27% of the budget, eliminating the gift shop/fundraising revenue altogether and turning over only gate fees (guaranteed to be at least \$75,000) and \$5,000 worth of in-kind services.

Again, in FY 2019 they voiced great concern and inability to sustain past levels of support, and the contract was again reduced further to eliminate the in-kind services. While they have been able to meet, and at times exceed the required contribution throughout the years, they have had to depend on their reserves in many cases, most recently in 2017, 2018, and 2019 paying \$6,759, \$16,171, and \$5,856 out of their reserves when the gate revenue did not meet the anticipated amount. (In contrast to 2015 and 2016 gate fees exceeded their contracted amount and they returned an additional \$5,344 and \$7,647.)

The Society continues to support the City as much as possible. However, due to lack of volunteer participation in the Society, their capacity is greatly diminished. They have had to employ a part time employee to operate the gift shop/entry gate on weekends, and are unable to open it when the City holds special events. They still continue to offer Zoo Camp, Zoo Birthday parties, and are hosting a few new smaller events this summer. There are currently eight active Zoo Society members.

In previous years, the Society was able to provide more in-kind services to the City, such as repairs, purchasing supplies, animal enrichment, docent tours, special events and fundraisers. Unfortunately, because of their lack of active members and employee expenses, they no longer have enough time or funds left over to provide the City with the level of in-kind services that they once did.

After negotiating this contract, a mutual decision was reached by the City and the Society to continue with the same terms as the year prior, contributing 24% of the Zoo's total operating budget. There is again no in-kind service requirement in this year's contract due to their diminished capacity. However, already in the first few months of this fiscal year they have been able to purchase crusher dust for the deer exhibit, food for a large volunteer event, and have raised money for a new catwalk in the mountain lion exhibit to be installed later in the year. The current Zoological Society leadership also shared that they will be retiring at the end of the current fiscal year, and are looking for new leadership to take over, which, if none were found would require the dissolution of the Society.



**IMPACT ON CITY RESOURCES**

The contributed funds will be placed in Zoo revenue account 024-1205-360.02-01.

**ATTACHMENTS**

1. Zoo Society Agreement (2019-2020)
2. 2019 Zoo Financial Report

## **AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the City of Merced, a California Charter Municipal Corporation (hereinafter referred to as "City") and the Merced Zoological Society, a California Nonprofit Corporation (hereinafter referred to as "Society").

WHEREAS, City has faced a significant reduction in its ability to fund discretionary programs, yet recognizes the value of the Applegate Park Zoo (hereinafter referred to as "Zoo") as an important part of the quality of life in this community; and,

WHEREAS, Society is a nonprofit organization formed to assist the City with a program of Zoo renovation and expansions so as to provide increased educational and recreational opportunities to visitors of and operations of the Zoo; and,

WHEREAS, Society is willing to make contributions to City to defray the operational cost of the Zoo in exchange for the City's continued operation of the Zoo.

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

1. Society agrees to pay City all entry fees collected at the Zoo. Society guarantees that entry fees will be at least Seventy-Five Thousand Dollars (\$75,000.00). In the event the total entry fees collected exceeds Seventy-Five Thousand Dollars (\$75,000.00), Society agrees to include the additional entry fees collected in their final payment to the City on June 30, 2020. In the event that entry fees and contribution exceed this amount, any additional monies collected in entry fees shall be given to City and used to reduce General Fund expenditures in the Zoo budget. Society agrees to pay to City all entry fees that are collected at the end of each month. In the event entry fees do not meet this amount, both parties shall meet to discuss further obligations.

2. In exchange for the payments made by Society, City agrees to continue the operation of the Zoo. Society shall collect an entry fee to the Zoo on behalf of the City and shall operate a gift shop. In addition, it is understood the Society may undertake the following specific activities:

- a. Collect an entry fee to the Zoo on behalf of the City for group tours and special events.
- b. Operate the Bear Creek Nature Store Gift Shop.
- c. Hold fundraisers and special events such as "Zoo Boo," "Teddy Bear Days," Birthday Parties," "Zoo Camp," "Animal Adoption," and the like.
- d. Purchase and sell food pellets to the public to feed the goats and other domesticated animals. Type of food and quantity subject to approval by Zookeepers.
- e. Offer membership to the Merced Zoological Society and allow free admission to the Zoo for Society Members.
- f. Seek additional sponsorships and donations.

Any proceeds from entry fees shall be credited toward the payments by Society to City as described in paragraph 1 hereof.

3. **RECORDS AND REPORTS.** It is understood and agreed that all records, files, reports, etc. in possession of Society relating to the collection of an entry fee for the City shall be the property of the City and may be reviewed by the City at any time. Society agrees to deliver a report summary of entry fees collected to the City at the end of each month reporting the previous month's statistics, as well as bank statements, PayPal statements, and copies of weekly registers tapes. Society also agrees to an annual audit by an outside agency.

4. **INDEPENDENT CONTRACTOR.** It is expressly understood that Society is an independent contractor and that its employees, volunteers and agents shall not be considered employees of or have any contractual relationship with the City in the course of providing services under this Agreement. Society shall indemnify, defend (with legal counsel reasonably agreeable to both City and Society), protect, save and hold the City 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 Society's employees, volunteers or agents during performance of this Agreement.

Society shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance, if any. Should Society desire any insurance protection not otherwise required by this Agreement, Society is to acquire the same at its expense.

5. **INSURANCE.** During the term of this Agreement, Society 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 (1) person.

b. **General Liability.** Society shall obtain and keep in full force and effect a commercial and general liability of at least Five Hundred Thousand Dollars (\$500,000) combined limit for bodily injury and property damage; provided that the City, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Society and its sub-contractors, and that no other insurance effected by City or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The City will be named as an additional insured using ISO form CG 20 10 11 85 or the same form with an edition date no later than 1990.

c. **Certificate of Insurance.** Society shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance, or certified copies thereof, 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 non-payment of premium. In lieu of the ISO form CG20 10 11 85 with an edition date no later than 1990, City will accept certified copies of the insurance policy or policies with the endorsements and cancellation provisions required by this Section 5.

6. **INDEMNIFICATION AND SOCIETY'S RESPONSIBILITIES.** Society shall indemnify, protect, defend (with legal counsel reasonably agreeable to both City and Society), and hold harmless City and its officials, officers,

employees, agents, and volunteers from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts, errors, or omissions of Society or its employees, subcontractors, or agents, or by the quality or character of their work. The foregoing obligation of Society shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers; and, (2) the actions of Society or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Society 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 Society 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, Society acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Society or any employee, agent, or subcontractor of Society 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, Society shall indemnify, defend, protect, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Society 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.

7. **NEGOTIATION MEETING.** Society and City shall meet at a mutually agreed date to negotiate Society's contribution for the next fiscal year if it appears that the parties intend to enter into an agreement for the next fiscal year.

8. **COMPLIANCE WITH ALL LAWS.** Society shall comply with the standard of care regarding all applicable Federal, State and municipal laws and regulations. No discrimination shall be made by Society in the employment of persons to work under this Agreement because of race, color, national origin, ancestry, disability, sex, or religion of such person.

9. PERSONAL LIABILITY. Under no circumstances is any member of the Merced Zoological Society (Executive Board or Members) personally responsible for the quarterly payments that the Society is to make to the City.

10. WAIVER. In the event that either City or Society 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.

11. 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.

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

13. 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.

14. 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.

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

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

CITY OF MERCED  
A California Charter Municipal Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:                      9/25/17  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

MERCED ZOOLOGICAL SOCIETY,  
A California Nonprofit Corporation

BY: Veronica Mathis

Title: President

Print Name: Veronica MATHIS

BY: Manuela Postlova

Title: Vice president

Print Name: MARIEKA POSTLOVA

Taxpayer I.D. No. 77-0011580

ADDRESS: P.O. Box 408  
Merced, CA 95341

TELEPHONE: (209) 725-3337

FACSIMILE: \_\_\_\_\_

E-MAIL: letitbeyou1@earthlink.com



City of Merced												
Zoo Financial Report												
2015 thru 2018												
		2019		2018		2017		2016		2015		
Account Number	Element	Budget *a	Actual *b	Budget *a	Actual	Budget *a	Actual	Budget *a	Actual	Budget *a	Actual	
024-1205-541.01-00	Regular Salaries	97,590	90,449	95,146	95,009	91,130	91,129	82,811	82,810	52,586	52,092	
024-1205-541.03-00	Extra Help	78,955	78,154	54,912	53,721	48,768	48,767	40,464	40,463	45,571	45,570	
024-1205-541.04-01	Regular Overtime	227	226	-	-	40	40	278	185	993	599	
024-1205-541.04-04	Call Back Time Worked	69	-	0	0			131	0	133		
024-1205-541.10-01	Holiday Pay	3,910	3,719	4,151	3,806	3,632	3,632	3,284	3,283	1,765	1,465	
024-1205-541.10-02	Unused Sick Leave	-	-		-							
024-1205-541.10-05	Retirement PERS	4,249	3,495	3,992	3,919	9,838	9,838	14,163	14,162	13,278	12,496	
024-1205-541.10-06	Social Security-OASDI	6,482	5,735	6,408	5,892	5,883	5,719	5,698	5,136	3,481	3,176	
024-1205-541.10-07	Social Security-Medicare	2,477	2,476	2,270	2,158	2,189	2,045	2,241	1,788	1,446	1,403	
024-1205-541.10-08	State Unemployment	-	-	-	-							
024-1205-541.10-09	Long Term Disability	-	-		-							
024-1205-541.10-10	Retirement - PERS New Membr	4,110	4,110	3,752	3,752	7,517	7,293	7,441	7,441			
024-1205-541.10-11	Group Life Insurance	-	-	-	-							
024-1205-541.10-12	Workers Compensation	4,034	4,034	3,816	3,816	3,920	3,920	6,768	6,768	19,355	19,355	
024-1205-541.10-15	Vision Plan	-	-		-							
024-1205-541.10-16	Dental Plan	-	-		-							
024-1205-541.10-18	Management Physicals	-	-		-							
024-1205-541.10-20	Earned Benefit	3,587	2,167	6,508	-	1,502	1,057					
024-1205-541.10-23	Uniform Cleaning	-	-		-							
024-1205-541.10-27	PTS Plan FICA Alternative	1,061	1,020	714	702	691	641	803	528	593	593	
024-1205-541.10-32	Cash Back -Biweekly Allow	-	-		-							
024-1205-541.10-33	Core Allowance	28,712	28,712	29,500	28,411	27,743	27,742	26,222	26,177	19,608	19,173	
024-1205-541.10-35	Post Employment Benefits	-	-		-							
024-1205-541.10-73	Retirement UAL Misc	12,242	11,814	10,051	9,694							
024-1205-541.10-75	Ret-EE Share PERS Classic	-	-	-	-	4,325	4,213					
024-1205-541.10-77	Ret-EE Share PERS NewMemb	-	-	-	-	2,551	2,524					
024-1205-542.11-00	Utilities	17,290	15,923	14,690	12,890	9,900	9,239	9,308	8,310	9,600	8,980	
024-1205-542.12-00	Telephone	744	745	767	762	732	636	660	616	770	707	
024-1205-542.16-00	Printing	-	-		-							
024-1205-542.17-00	Professional Services	13,584	13,591	12,000	11,692	17,257	15,401	8,238	8,211	7,058	6,943	
024-1205-542.18-00	Travel and Meetings	-	-		-							
024-1205-542.19-00	Mileage	-	-		-							
024-1205-542.21-00	Rents/Leases	120	120	120	120			240	120			
024-1205-542.24-00	Memberships, Subscription	880	818	1,112	1,074	1,911	1,911	1,050	1,047	950	185	
024-1205-542.25-00	Maintenance Matls & Svcs	8,937	8,582	7,208	7,046	6,530	6,286	7,890	7,436	5,235	5,201	
024-1205-542.26-00	Other Equipment O & M	10,462	10,206		-							
024-1205-542.27-00	Small Tools	-	-		-							
024-1205-542.28-00	Safety Supplies	-	-		-							
024-1205-542.29-00	Other Materials Supplies	-	-	10,156	9,137	10,458	9,360	14,995	10,849	14,113	11,757	
024-1205-542.30-01	Insurance	3,349	3,349	3,637	3,637	4,007	4,007	3,425	3,425	1,543	1,543	
024-1205-542.35-84	Retro Fee Expense	50	-	50	50			100	50			
024-1205-542.38-00	Support Services	10,481	10,481	8,977	8,977	8,482	8,482	7,408	7,408	4,157	4,157	
024-1205-542.45-00	Facilities Maint Charge	5,807	5,807	5,894	5,894	5,954	5,954	5,638	5,638	5,542	5,542	
024-1205-543.43-00	Machinery/Equipment	-	-	400	108	200		1,246	1,225	400		
024-1205-549-12-00	Telephone	-	-		-			42	42	42	41	
024-1205-549.17-00	Professional Services	-	-		-			98	60	1,139		
024-1205-549.21-00	Rents/Leases	-	-		-							
024-1205-549.24-00	Memberships, Subscription	-	-		-							
024-1205-549.25-00	Maintenance Matls & Svcs	-	-	70	70					300	300	
024-1205-549.29-00	Other Materials Supplies	13	12		-	2,707	2,707	2,356	2,356	1,334	1,000	
024-1205-647.65-00	Capital Imp. Projects	-	-		0							
	Personnel & Supply Expenses	319,422	305,744	286,301	272,337	277,867	272,543	252,998	245,534	210,992	202,278	
	2007-2017 Cumulative											
024-1201 & 1205-5XX.XX	Administrative Expense	10,129	10,129	9,003	9,003	8,396	8,396	8,190	8,190	5,018	5,018	
	Total Expense	329,551	315,873	295,304	281,340	286,263	280,939	261,188	253,724	216,010	207,296	
024-1205-360.02-01	Zoo Society Contribution *a, *b	75,000	75,000	75,000	75,000	80,000	80,005	85,000	90,344	85,000	92,054	
	Percent of expenses		24%		27%		28%		36%		44%	
*a	Zoo Society Contribution "Budget Amount" is the amount of contract obligation											
*b	Zoo Society Contributions that were made in the wrong FY due to payment date have been adjusted here in order to show payment applied to correct FY. Including:											
	\$237 donation from Fearless Yoga, not Zoo Society in FY 2019											
	\$16,171 belonging to FY 2017 but recorded in FY 2018											
	\$5,616 belonging to FY 2017 but recorded in FY 2018											
	\$5,344 belonging to FY 2016 but recorded in FY 2017											
	\$7,647 belonging to FY 2015 but recorded in FY 2016											
	\$593 belonging to FY 2014 but recorded in FY 2015											



## ADMINISTRATIVE REPORT

**Agenda Item J.10.**

Meeting Date: 10/21/2019

*Report Prepared by: Michelle Reid, Recreation Supervisor, Parks and Recreation*

**SUBJECT:** Approval of Recreation and Parks Commission's Recommendation to Accept a Donation of a Tile Mosaic Artwork Installation at the Applegate Park Merced Open Air Theater (MOAT) by Monica Modest

### REPORT IN BRIEF

Considers approving the Recreation and Parks Commission's recommendation to accept a donation of a tile mosaic artwork installation at the Applegate Park Merced Open Air Theater (MOAT) from Monica Modest.

### RECOMMENDATION

**City Council** - Adopt a motion approving the Recreation and Park Commission's recommendation to accept a donation of a tile mosaic artwork installation from Monica Modest, to be placed at the Applegate Park Merced Open Air Theater (MOAT); and, authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

### 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

Artist Monica Modest has submitted a proposal to create a community art project and have it placed on the side of the Merced Open Air Theater (MOAT) in Applegate Park. The mosaic will consist of glazed, star-shaped clay tiles. The entire project will cover an 8 x 8 foot space on the side of the MOAT, towards the rear of the structure.

The tiles were completed in 2017 and actively involved in the community. The inspiration for this project is an effort to memorialize individuals who have passed away living on the streets. Ms. Modest has created and placed other pieces of art on City property, including Rahilly Park and Bob Hart Square. There will be no expense to the City. Ms. Modest will be responsible for all expenses involved in the creation and installation of the art work.

The item went before the Recreation and Parks Commission on August 26, 2019, where they voted unanimously to recommend approval of the project to City Council.

### **IMPACT ON CITY RESOURCES**

No appropriation of funds is needed.

### **ATTACHMENTS**

1. Starry Night Project Proposal

## **STARRY NIGHT: HOMELESS REMEMBRANCE PROJECT**

**(Proposal from Monika Modest)**

The imagery of this project as well as the mosaic itself were inspired by Vincent van Gogh's Starry Night painting and came about as a result of an inquiry from Phil Schmauss, Merced Rescue Mission, and Joseph Homer (Golden Valley Health Center).

Every year in December a Homeless Remembrance memorial event takes place in Merced. At Applegate Park advocates for the homeless population as well as many of the homeless people of Merced gather to remember their fellow homeless brothers and sisters who have passed. They learn about services available to them and blankets, socks, hats and gloves are given away.

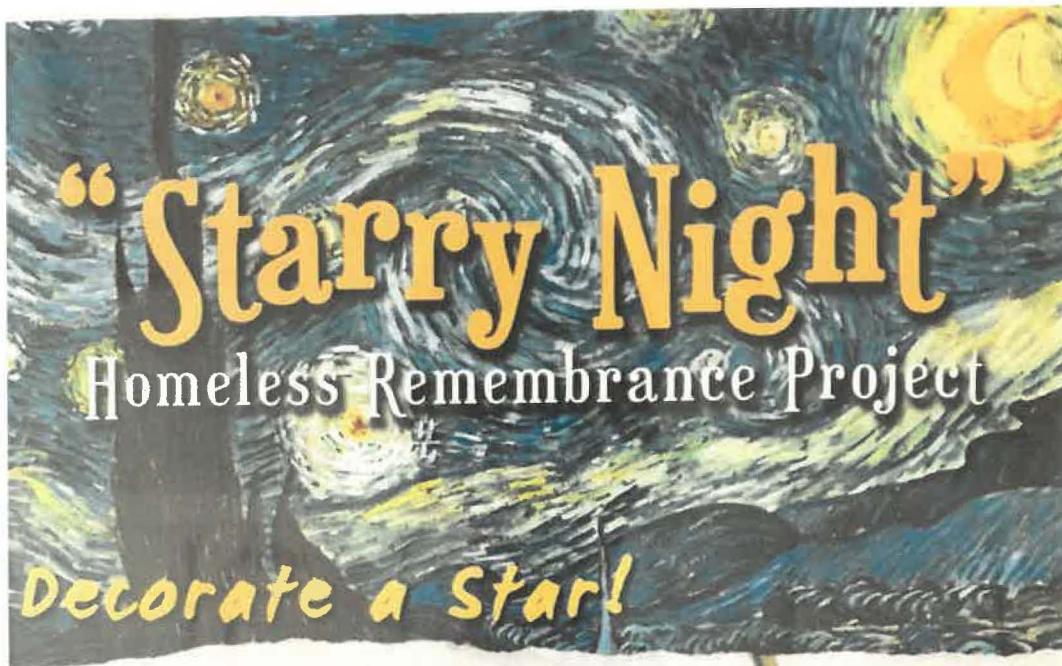
Van Gogh and his famous Starry Night painting seem to be fitting: the artist's mental health battles, his personal "demons" he struggled with, the poverty and rejection he experienced for most of his life very appropriately mirror what many of the homeless are confronted with.

The first workshops to glaze a ceramic star were held at the homeless shelter followed by numerous workshops open to the public. The \$5 donation was used to purchase the blankets, etc. Yosemite High School students, together with Bill Gossett, their art teacher, were a big part of this project, helping me glaze all the swirly brush marks Van Gogh is famous for.

Picture 1: Flyer for star glazing workshops

Picture 2: 4'x4' section of mosaic (final size: 8'x8')

Picture 3: close up



Last year, over forty homeless residents perished due to the elements...

This year, we will memorialize them forever with a permanent art installation in Merced!

A Donation of \$5 is encouraged - Sponsors are sought and proceeds will be used to buy sleeping bags for the homeless.

Join us and glaze a ceramic star. Monika Modest, a local artist, will help you shine!

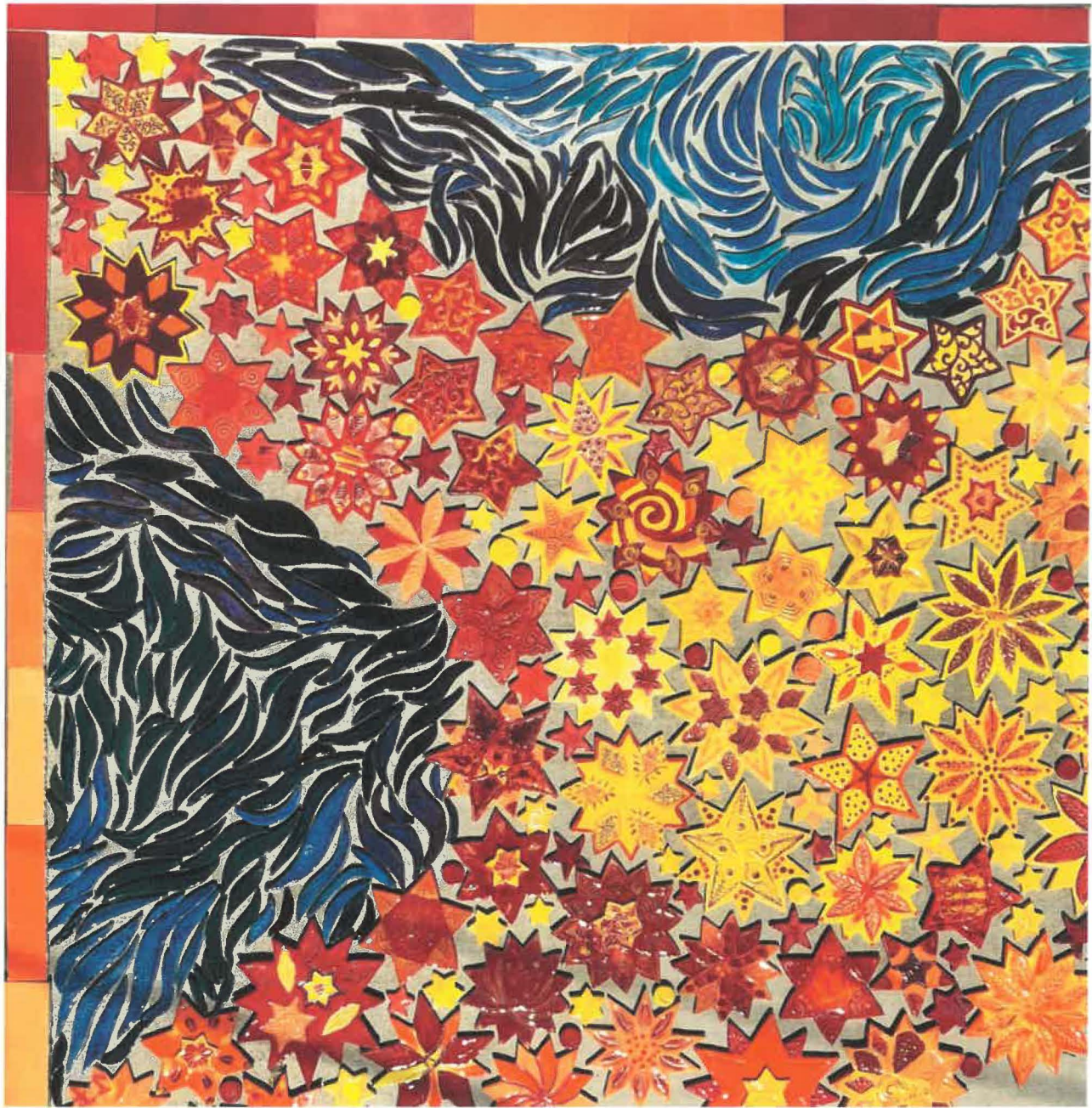


PUBLIC WORKSHOP  
**Thursday, November 30th 2017**  
**5pm - 8pm**

Merced Multicultural Arts Center  
645 W Main St, Merced CA

Sponsors Contact 814.777.0100











**Starry Night by Vincent Van Gogh**



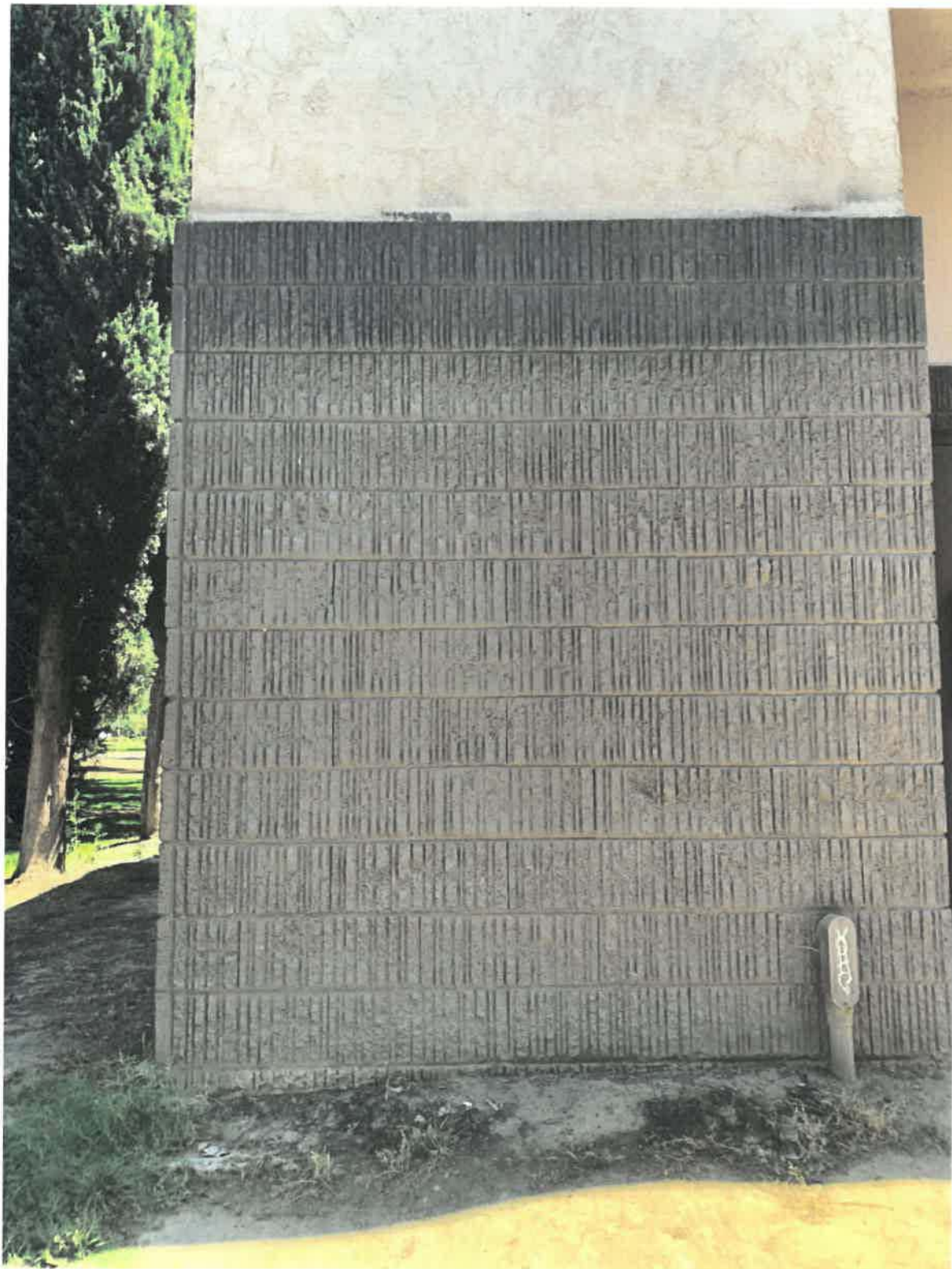


Below are pictures taken of possible installation sites on the Merced Open Air Theater (MOAT) in Applegate Park.











## ADMINISTRATIVE REPORT

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### Agenda Item J.11.

Meeting Date: 10/21/2019

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

**SUBJECT:** Second Reading and Final Adoption of Ordinance Amending the Official Zoning Map by Rezoning Approximately 0.52 Acres of Land Generally Located on the East Side of McKee Road Approximately 360 Feet South of Yosemite Avenue

### REPORT IN BRIEF

Second reading and final adoption of an Ordinance amending the Official Zoning Map.

### RECOMMENDATION

**City Council** - Adopt a motion adopting **Ordinance 2504**, an Ordinance of the City Council of the City of Merced, California, amending the Official Zoning Map by rezoning approximately 0.52 acres of land generally located on the east side of McKee Road, approximately 360 feet south of Yosemite Avenue from R-1-6 to Neighborhood Commercial (C-N).

### ALTERNATIVES

1. Adopt Ordinance 2504; or,
2. Deny; or,
3. Continue to a future City Council meeting (date and time to be specified in the City Council motion).

### AUTHORITY

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

### DISCUSSION

#### General Plan Amendment and Zone Change

The requested General Plan Amendment and Zone Change is for an approximately 0.52-acre portion of a parcel generally located at the southeast corner of Yosemite Avenue and McKee Road (Attachment 1). The General Plan Amendment would change the General Plan designation from Low Density Residential (LD) to Neighborhood Commercial (CN), and the Zone Change would change the Zoning from R-1-6 to Neighborhood Commercial (C-N) (Attachment 2). The owner of the property, Merced Holdings, LP (Joe Englanoff, Managing Member), recently acquired the additional 0.52 acres (approximately 22,670 sf) of land from the adjacent property owner to the south and is requesting the General Plan and Zoning designations be changed to be consistent with the remainder of the property.

In 2014, the owner applied for a General Plan Amendment and Zone Change to change the original 4.32 acre parcel and the 1.1 acre parcel at the southeast corner of Yosemite & McKee from Low Density Residential (LD) and R-1-6 to Neighborhood Commercial (CN). At that time, the owner proposed the construction of a 62,000-square-foot retail commercial center that would have included a small grocery store, a fast-food restaurant (with a drive-through), and other retail uses appropriate to the Neighborhood Commercial (C-N) zone (Attachment 3). The City Council approved the General Plan Amendment and Zone Change to Neighborhood Commercial in 2015.

When the General Plan Amendment and Zone Change were approved in 2015, the City Council had two options for the Shopping Center design on the project site. One option included providing direct access to Whitewater Way from Yosemite Avenue, and the other option did not provide access other than an entrance-only service road to serve commercial uses proposed on the site. The City Council voted to prohibit direct access from Yosemite Avenue to Whitewater Way and instead, approved the option with an entrance-only service road.

The approval of the General Plan Amendment and Zone Change would make the land use designations consistent for the entire site. This would need to be done for any future development on the property.

## **ATTACHMENTS**

1. Draft Ordinance for Zone Change

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
AMENDING THE OFFICIAL ZONING MAP BY  
REZONING APPROXIMATELY 0.52 ACRES OF  
LAND GENERALLY LOCATED ON THE EAST  
SIDE OF MCKEE ROAD, APPROXIMATELY 360  
FEET SOUTH OF YOSEMITE AVENUE FROM R-  
1-6 TO NEIGHBORHOOD COMMERCIAL (C-N)**

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

SECTION 1. AMENDMENT TO CODE. The property described in Exhibit "A," and shown on the map at Exhibit "B," attached hereto, and by this reference made a part hereof, is hereby rezoned as shown on said map from R-1-6 to Neighborhood Commercial (C-N).

SECTION 2. CHANGE OF MAP. The Director of Development Services is hereby directed to make the appropriate markings on the Official Zoning Map in conformance with this Ordinance and the provisions of Title 20 of the Merced Municipal Code.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 4. 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 5. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

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

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

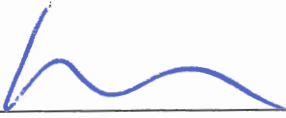
 9/13/19  
\_\_\_\_\_  
City Attorney Date

EXHIBIT A  
LEGAL DESCRIPTION

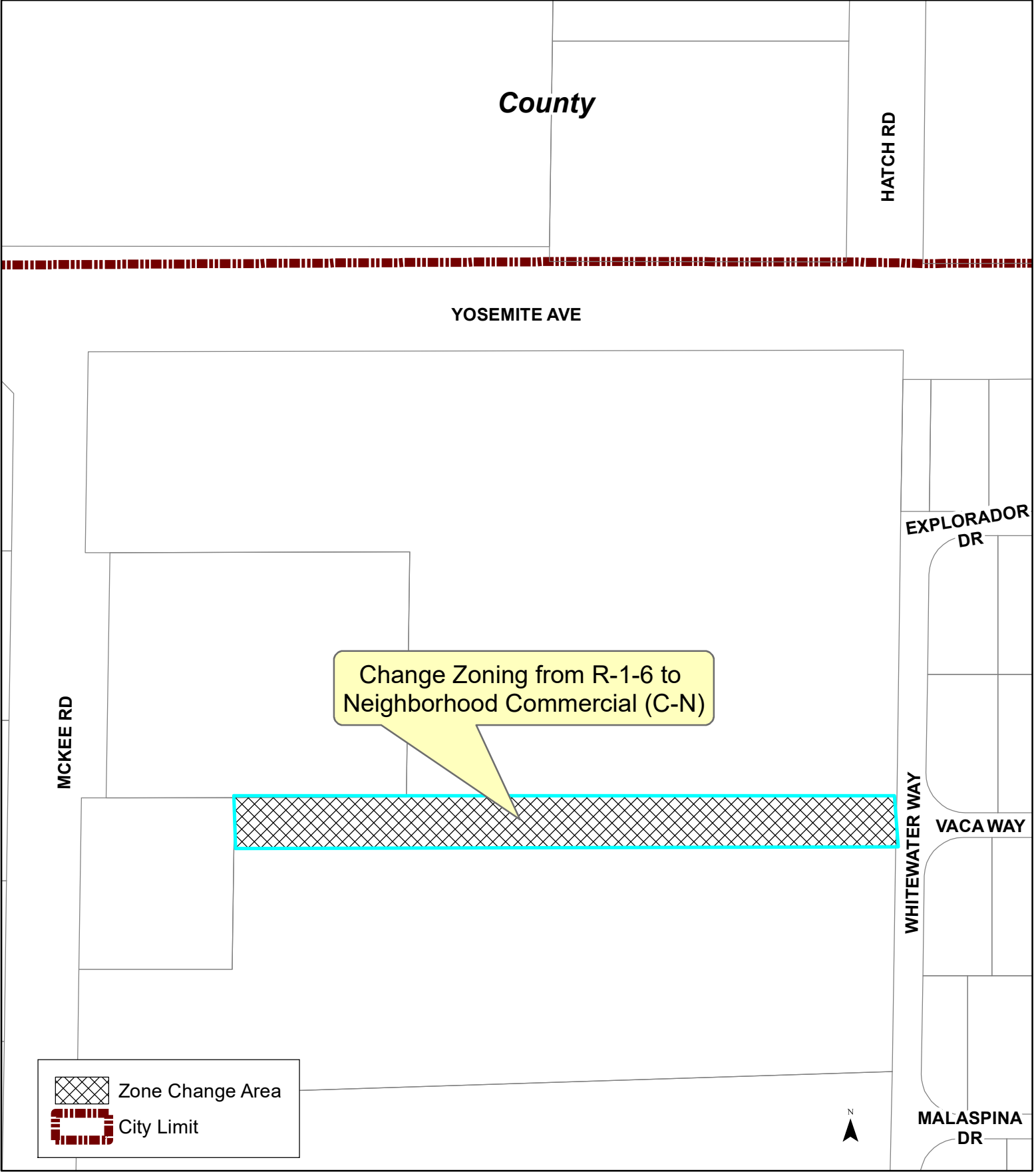
The East 539.75 feet of the following described Parcel 2, per Grant Deed recorded as Document No. 2010-045178, Merced County Records; the West line of said east 539.75 feet being the Northerly extension of the East line of Parcel 1 as described in said Grant Deed, said Northerly extension ending at a point on the South line of Parcel 1 as shown on Parcel Map recorded in Book 58 at Page 44, Merced County Records. The above Parcel 2 being described as follows:

All that portion of Lot 150 as shown on the map entitled "Map of Bradley's Addition No. 3 to Merced, California" filed January 4, 1911, in Vol. 4 of Official Plats, at Page 43, Merced County Records, described as follows:

Beginning at a point on the West lines of said Lot 150, said point being S. 0 deg. 51' W. 406.01 feet from the Northwest corner of said Lot 150; thence N. 89 deg. 54' E. parallel with the North line of said Lot 150, a distance of 660 feet to a point on the East line of said Lot 150, said point being S. 0 deg. 51' W. 406.01 feet from the Northeast corner of said Lot 150; thence N. 0 deg. 51' E. along the East line of said Lot 150 a distance of 42 feet; thence S. 89 deg. 54' W. parallel with the North line of said Lot 150, a distance of 660 feet to the West line of said Lot 150; thence S. 0 deg. 51' W. along the West line of said Lot 150, a distance of 42 feet to the point of beginning.

Containing approximately 22,669.57 square feet (0.52 acres +/-)





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

**ZONE CHANGE #426**





## ADMINISTRATIVE REPORT

**Agenda Item J.12.**

Meeting Date: 10/21/2019

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

**SUBJECT:** Second Reading and Final Adoption of Ordinance to Revise Park Hours and Amending Section 14.04.070 - Hours - Permits to Reflect Approved New Park Hours

### REPORT IN BRIEF

Second reading and final adoption of an Ordinance revising park hours and updating Code of Ordinances Title 14, Chapter 14.04, Amending Section 14.04.070 - Hours - Permits.

### RECOMMENDATION

**City Council** - Adopt a motion adopting **Ordinance 2505**, an Ordinance of the City Council of the City of Merced, California, amending Section 14.04.070, "Hours - Permit," of the Merced Municipal Code regarding City parks.

### ALTERNATIVES

1. Adopt Ordinance; or,
2. Deny; or,
4. Continue to a future meeting (date and time to be specified in the motion).

### AUTHORITY

This request revises the park hours listed in Merced Municipal Code (MMC) Title 14, Chapter 14.04, Section 14.74.070.

### CITY COUNCIL PRIORITIES

As provided for in the 2019-20 Adopted Budget.

### DISCUSSION

In response to public comments at the June 3, 2019, City Council requested that staff evaluate various options to address illegal activity in and around the City of Merced's extensive park network. Staff meet with interested Council members to identify a strategy, which included amending park hours to mirror a "dusk to dawn" approach. In addition to this change, staff are also working to install additional security cameras and enhancing Police patrol efforts in all parks to address safety concern in public spaces ensuring parks area available for all residents to enjoy.

Staff presented a revision of park hours to the Recreation and Parks Commission during the meeting on September 23, 2019. The Commission denied the approval of the new park hours, because they wanted more information on the reasons for changing the hours. Currently, the public may not be in any city park between the hours of 11:00 p.m. and 5:00 a.m. The proposed amendment would

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change the existing Municipal Code, (Title 14, Chapter 14.04) Section 14.74.070 - Hours - Permits, to the following:

March 1<sup>st</sup> to October 31<sup>st</sup> - 8:00 a.m. to 9:00 p.m.

November 1<sup>st</sup> to February 28/29 - 8:00 a.m. to 6:00 p.m.

Additional requirements are also added to clarify usage permitted by the City for authorized activities, special events or private parties. Those exceptions will be specific to parks with stadium lighting, such as Joe Herb Park, McNamara Park, and the Youth Sports Complex. An annual permit may be issued to applicants who use the park for community and/or private events on a regular basis. The Chief of Police will continue to issue permits for exempted use. The updated ordinance enables the Director of Parks and Community Services, the City Manager and his designees to issue permits as well.

### **IMPACT ON CITY RESOURCES**

The impact on City resources is unknown at this time. Potential costs may include new signage, update of the Municipal Code, and additional policing of the park to ensure new hours are observed.

### **ATTACHMENTS**

1. Draft Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
AMENDING SECTION 14.04.070, "HOURS—  
PERMIT," OF THE MERCED MUNICIPAL CODE  
REGARDING CITY PARKS**

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

**SECTION 1. AMENDMENT TO CODE.** Section 14.04.070,  
"Hours—Permits," of the Merced Municipal Code is hereby amended to read as  
follows:

"14.04.070 Hours—Permit.

It is unlawful and a misdemeanor, subject to  
punishment in accordance with Chapter 1.12 of  
this Code, for any person to be or remain in any  
city park between hours of nine p.m. and eight  
a.m. of the following day from March 1 to October  
31, or between the hours of six p.m. and eight a.m.  
of the following day from November 1 to February  
28/29 without having received a permit to do so  
from the Chief of Police of the City, Director of  
Parks and Recreation, the City Manager, or their  
designees.

Exceptions to time restrictions shall be permitted  
for City-sponsored events or annual permit holders  
in parks with stadium-style lighting."

**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:**

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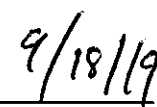
**Mayor**

**ATTEST:**  
**STEVE CARRIGAN, CITY CLERK**

**BY:** \_\_\_\_\_  
**Assistant/Deputy City Clerk**

**(SEAL)**

**APPROVED AS TO FORM:**

   
\_\_\_\_\_  
**City Attorney** **Date**



## ADMINISTRATIVE REPORT

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### Agenda Item K.1.

Meeting Date: 10/21/2019

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*Report Prepared by: Venus Rodriguez, Finance Officer*

**SUBJECT:** Public Hearing Pursuant to the Tax and Equity Fiscal Responsibility Act (TEFRA) and Adoption of a Resolution Approving the Issuance of Revenue Bonds in an Amount Not to Exceed \$17,000,000, of Which \$6,500,000, Will be Allocated for the Golden Valley Health Centers Project in the City of Merced

### REPORT IN BRIEF

Considers conducting a public hearing under the Tax and Equity Fiscal Responsibility Act (TEFRA) in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (CMFA) in an amount not to exceed \$17,000,000, of which approximately \$6,550,000 will be allocable to a project in the city for the purpose of financing the acquisition of a practice management system at Golden Valley Heath Centers headquarters located at 737 West Childs Avenue, in the City of Merced, California.

### RECOMMENDATION

**City Council** - Adopt a motion adopting **Resolution 2019-65**, a Resolution of the City Council of the City of Merced, California, approving the issuance of Revenue Bonds by the California Municipal Finance Authority in an aggregate principal amount not to exceed \$17,000,000 for the purpose of financing the acquisition, construction, improvement and equipping of facilities for Golden Valley Health Centers and certain other matters relating thereto.

### ALTERNATIVES

1. Approve, as recommended by staff, or
2. Approve, subject to conditions other than recommended by staff (identify specific conditions to be addressed in City Council motion), or
3. Deny further action by staff, or
4. Refer back to staff for reconsideration of specific items as requested by City Council, or
5. Continue item to a future City Council meeting (date and time to be specified in the motion).

### AUTHORITY

Article II, Section 200 of the Merced Municipal Charter, Tax Equity and Fiscal Responsibility Act and internal Revenue Code of 1986, as amended (the "Code") and the California Government Code Section 6500 (and following).

### CITY COUNCIL PRIORITIES

Quality of life.

## **DISCUSSION**

Golden Valley Health Centers (GVHC) requested that CMFA serve as the municipal issuer of tax-exempt bonds in an aggregate principal amount not to exceed \$17,000,000 of which approximately \$6,550,000 will be allocable to a project in the City and the remaining amount will be allocable to projects in another city.

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 300 municipalities have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

The proceeds of the Bonds will be used to for the acquisition and installation of a practice management system, to replace the Corporation's current practice management system, including software and licenses.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Merced must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project.

## **IMPACT ON CITY RESOURCES**

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, or other obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities. With respect to the City of Merced, it is expected that a portion of the issuance fee will be granted to the City.

## **ATTACHMENTS**

1. Resolution 2019-65
2. PH Notice



**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
APPROVING THE ISSUANCE OF REVENUE  
BONDS BY THE CALIFORNIA MUNICIPAL  
FINANCE AUTHORITY IN AN AGGREGATE  
PRINCIPAL AMOUNT NOT TO EXCEED  
\$17,000,000 FOR THE PURPOSE OF FINANCING  
THE ACQUISITION, CONSTRUCTION,  
IMPROVEMENT AND EQUIPPING OF  
FACILITIES FOR GOLDEN VALLEY HEALTH  
CENTERS AND CERTAIN OTHER MATTERS  
RELATING THERETO**

WHEREAS, Golden Valley Health Centers, a California nonprofit public benefit corporation and an organization described in section 501(c)(3) of the Internal Revenue Code of 1986 (the “Corporation”), has requested that the California Municipal Finance Authority (the “Authority”) participate in the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed \$17,000,000 (the “Bonds”), of which approximately \$6,550,000 will be allocable to a project in the City and the remaining amount will be allocable to projects in another city. The project in the City consists of the acquisition and installation of a practice management system (EPIC) at GVHC’s headquarters at 737 West Childs Avenue in Merced, California, to replace the Corporation’s current practice management system (NextGen), including software and licenses. This system will be utilized at all of the Corporation’s facilities (the “Project”), which Project is to be leased, owned or to be owned and operated by the Corporation in connection with the Corporation’s provision of medical services;

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds by the Authority must be approved by the “applicable elected representatives” required to approve the issuance of the Bonds under Section 147(f) of the Code;

WHEREAS, the facilities to be financed and described above are located within the territorial limits of the City;

WHEREAS, the Council is the elected legislative body of the City and is one of the “applicable elected representatives” authorized to approve the issuance of the Bonds under Section 147(f) of the Code;

WHEREAS, the Authority has requested that the Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City;

WHEREAS, the City caused a notice to appear in the official newspaper of general circulation in the City, stating that a public hearing with respect to the issuance of the Bonds would be held by the Council on October 21, 2019;

WHEREAS, Council held the public hearing described above on October 21, 2019, and an opportunity was provided for persons to comment on the issuance and sale of the Bonds in one or more series and the plan of financing of the Project; and

WHEREAS, pursuant to section 147(f) of the Code, the Council now desires to approve the issuance of the Bonds by the Authority as provided in this resolution;

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Council hereby approves, solely for the purposes stated in this resolution, the issuance of the Bonds by the Authority. It is the purpose and intent of the Council that this resolution constitutes approval of the issuance of the Bonds by the Authority, for the purposes of (a) section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said section 147(f) and (b) Section 4 of the Agreement.

SECTION 3. The adoption of this resolution shall not obligate the City or any department or officer thereof to: (i) provide any financing to acquire or

construct the Project or any refinancing of the Project; (ii) approve any application or request for, or take any other action in connection with, any planning approval, permit, or other action necessary for the acquisition, construction, rehabilitation, installation, or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Corporation, the Authority, or to any holders of the Bonds; (iv) take any further action with respect to the Authority or its membership therein; or (v) make any investigations, representations, or disclosures in connection with the Bonds.

SECTION 4. The officers of the City, including by way of example and not as a limitation, the City Manager, the Finance Director, and the City Clerk are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

SECTION 5. This resolution shall take effect immediately upon its adoption.

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:

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Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Tracy A. Miller      10-1-17  
City Attorney      Date

CITY COUNCIL

CITY OF MERCED

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Monday, October 21, 2019, a public hearing, as required by section 147(f) of the Internal Revenue Code of 1986, will be held by the City Council of the City of Merced (the "City") with respect to the proposed issuance by the California Municipal Finance Authority (the "Authority") of its revenue bonds in an amount not to exceed \$17,000,000 (the "Bonds"). The proceeds of the Bonds will be loaned by the Authority to Golden Valley Health Centers, a California nonprofit public benefit corporation (the "Corporation"). Approximately \$6,550,000 will be allocable to a project in the City and the remaining amount will be allocable to project in another city. The project in the City consists of not more than \$8,478,400 to finance the acquisition and installation of a practice management system (EPIC) at GVHC's headquarters at 737 West Childs Avenue in Merced, California, to replace the Corporation's current practice management system (NextGen), including software and licenses. This system will be utilized at all of the Corporation's facilities.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the City, the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Corporation.

The hearing will commence at 6:00 P.M. or as soon thereafter as the matter can be heard, and will be held in the Council Chamber located in the Civic Center, Second Floor, 678 West 18th Street, Merced, California. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be refinanced and financed may attend the public hearing or, prior to the time of the hearing, submit written comments.

Additional information concerning the above matter may be obtained from, and written comments should be addressed to City Clerk of the City of Merced, 678 West 18th Street, Merced, CA 95340, (209) 388-8650, [cityclerk@cityofmerced.org](mailto:cityclerk@cityofmerced.org).

Publish Date: October 10, 2019  
John Tresidder, Assistant City Clerk



## ADMINISTRATIVE REPORT

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### Agenda Item L.1.

Meeting Date: 10/21/2019

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

**SUBJECT:** Adoption of Resolutions for Calling a Special Election for March 3, 2020 for the Purpose of Placing Three Ballot Measures Before the Voters to Amend Various Sections of the City of Merced Charter Including Sections 400, 402, 604, and 1051 and Requesting the Merced County Board of Supervisors Consolidate Said Election with the Statewide Primary Election Being Held on the Same Date

### REPORT IN BRIEF

Consideration of Resolutions Calling a March 3, 2020 Special Municipal Election for the purpose of placing three measures on the ballot amending sections 400, 402, 604 and 1051 of the City of Merced Charter and requesting the County Board of Supervisors consolidate the City's election with the Statewide Primary Election being held on the same date.

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Adopting **Resolution 2019-67**, a Resolution of the City Council of the City of Merced, California, calling a Special Municipal Election to be held on March 3, 2020, for the Purpose of Submitting Three Ballot Measures to Amend Various Sections of the City of Merced Charter to the Electorate; and,
- B. Adopting **Resolution 2019-68**, a Resolution of the City Council of the City of Merced, California, requesting that the Board of Supervisors of the County of Merced, California provide for the consolidation of a Special Municipal Election and Three Ballot Measures with the Statewide Primary Election to be held on March 3, 2020; and,
- C. Approving the form and ballot questions of the City Council sponsored Measures; and,
- D. Directing the City Manager/City Clerk and the City Attorney's Office to execute documents appropriate to carry out the tasks necessary for the Special Municipal Election and to take actions related thereto.

### ALTERNATIVES

- 1. Approve, as recommended by staff; or,
- 2. Approve, subject to other than recommended by staff (identify specific findings and/or conditions amended to be addressed in the motion); or,
- 3. Deny; or,

## **AUTHORITY**

Article XI section 3 of the California Constitution, Charter of the City of Merced, Sections 1001 and 1003(A); and,  
California Elections Code Section 1415, 9255, and 10403;and,

## **CITY COUNCIL PRIORITIES**

Placing a Ballot Measure on the March 2020 Primary to update the City of Merced Charter.

## **DISCUSSION**

In March, Mayor Murphy requested a review of the City of Merced Charter document for potential updates to be placed on a future ballot. The City Council agreed and appointed a Citizens Advisory Charter Review Committee to take on the charge of the Council to review and make recommendations to the Council on potential updates and changes to the Charter.

The Citizens Advisory Charter Review Committee met over several months and held five meetings to review City Council recommended sections and also reviewed sections suggested by individual members of the committee.

At the regular meeting held on September 3, 2019, the City Council received the Final Report of the Citizens Advisory Charter Review Committee which outlined several recommended updates to the City of Merced Charter that could be placed on the March 2020 Statewide Primary Election.

Council directed staff to prepare the necessary resolutions for calling an election and also directed staff to create a single question for the ballot encompassing the proposed amendments.

At the City Council meeting of October 7, 2019, City Council discussed which items recommended for update by the Citizens Advisory Charter Review Committee could be achieved by ordinance instead of a ballot measure. Council also discussed separating the items into multiple questions instead of a single ballot question that combined all changes. Council directed staff to return to the October 21, 2019 meeting with updated resolutions placing three separate measures on the ballot for voters to decide on potential updates to Charter sections 400, 402 and 604 and 1051. Additionally, Council directed staff to draft ordinances address the remaining items that were included in the original ballot question. The draft ordinances for a Tax Transparency Committee and appointments to the Planning Commission and Recreation and Parks Commission by district will come forward at a future Council meeting.

The resolution calling the election contains the ballot questions and text of the proposed changes. The City Council should determine if the language is clear and adequately informs the voters of the nature of the measure.

The City has consistently recognized a cost savings in previous years by consolidating the General Municipal Election with the Consolidated District Election and the Unified District Election conducted by the Merced County Elections Office. The County has trained staff and volunteers, in addition to the necessary equipment, software, and locations to conduct elections efficiently and economically.

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Therefore, staff recommends that the City Council call for the Special Municipal Election on March 3, 2020 and consolidate the Special Municipal Election with the Statewide Primary Election on March 3, 2020, per the two resolutions at Attachments 1 and 2.

### **IMPACT ON CITY RESOURCES**

The Registrar of Voters has provided a rough estimate of between \$12,000 and \$25,000 depending on the number of ballot questions. \$20,000 was placed in the FY 2019/20 Budget.

### **ATTACHMENTS**

1. Resolution 2019-67 (Calling the Election)
2. Resolution 2019-68 (Consolidating the Election)



**RESOLUTION NO. 2019-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
CALLING A SPECIAL MUNICIPAL ELECTION  
FOR ORDERING THE SUBMISSION OF THREE  
BALLOT MEASURES UPDATING THE CITY'S  
CHARTER TO THE QUALIFIED VOTERS OF  
THE CITY AT THE STATEWIDE PRIMARY  
ELECTION TO BE HELD ON MARCH 3, 2020**

WHEREAS, the City Council has set a priority to review and update the City's Charter; and,

WHEREAS, the City Council to further the goal of reviewing and updating the City's Charter appointed a Citizens Advisory Charter Review Committee to develop and make recommendations for modification and update to the City's Charter; and,

WHEREAS, the Citizens Committee completed its Charge on August 22, 2019 and submitted its Final Report to the City Council at a regular meeting held on September 3, 2019; and,

WHEREAS, the City Council heard public comment on the proposed amendments and determined at its regular meeting of September 3, 2019 to place a Charter measure on the March Statewide Primary ballot, including, amendments to the Charter to repeal section 1112, add sections 713 and 714, and amendments to sections 400, 402, 604, 707, 711 and 1051; and,

WHEREAS, the City Council determined at its regular meeting of October 7, 2019 to place three Charter measures on the March 3, 2020 ballot, including the "Mayor's Term Amendment," the "Citizens' Stipend Setting Commission Amendment," and the "Finance Officer Requirements Amendment"; and,

WHEREAS, pursuant to article XI, section 3 of the California Constitution and sections 1415 and 9255 of the Elections Code, the City Council may propose on its own motion, a proposal to revise or amend the City Charter; and,

WHEREAS, Section 1001 of the City Charter provides for all other municipal elections that may be held by authority of this Charter, or of any law, shall be known as special municipal elections; and,

WHEREAS, Section 1003(A) of the City Charter provides that “. . . all elections . . . shall be held in accordance with the procedural provisions of the Elections Code of the State of California.”; and,

WHEREAS, the California Elections Code authorizes the filing of an impartial analysis and the filing of arguments for or against any ballot proposition and rebuttal arguments.

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

SECTION 1. Pursuant to section 1001 of the City Charter, a special municipal election shall be, and is hereby ordered to be, held in and for the City of Merced on Tuesday, March 3, 2020, for the object and purpose of submitting to the qualified voters the measure set forth below.

SECTION 2. Said propositions, shall appear on the ballot for said election as set forth on Exhibit “A”.

SECTION 3. The text of the propositions Charter Amendment to be submitted to the voters is attached hereto as Exhibit “B”.

SECTION 4. The ballots to be used at the election shall be in form and content as required by law.

SECTION 5. The object and purpose of the proposed ballot measure is to update the City’s Charter.

SECTION 6. The proposition shall be submitted to the voters of the City of Merced as required by Article XI, § 3 of the California Constitution and section 1415 and 9255 of the Elections Code.

SECTION 7. The date for submission of primary arguments (for and against) for said proposition is hereby set for November 14, 2019; the date for submission of the City Attorney’s impartial analysis of said proposition

is hereby set for November 4, 2019; and the date for submission of rebuttal arguments to said primary arguments is hereby set for November 25, 2019.

SECTION 8. Pursuant to the requirements in Elections Code Sections 9280 and 9282, the impartial analysis shall not exceed 500 words in length, and the arguments shall not exceed 300 words in length.

SECTION 9. The City Attorney is directed to prepare all necessary documents, and the City Attorney and City Clerk are directed to take all further actions necessary for purposes of this election, including the preparation of an impartial analysis of the proposition showing the effect of the proposition on the existing law and the operation of the proposition.

SECTION 10. The City Clerk is directed to Elections Code Sections 9283 and 9287 to ensure statutory compliance governing the submission of ballot arguments and to further determine priority of the submitted ballot arguments.

SECTION 11. The special municipal election hereby called for March 3, 2020 shall be and is hereby ordered consolidated with the Statewide Primary to be held within the City on said date, and within the territory affected by the consolidation, all as required by and pursuant to law; and the election precincts, polling places and officers of election within the City of Merced for said municipal election hereby called shall be the same as those selected and designated by the Registrar of Voters of the County of Merced for said consolidated election and set forth in the notice of election officers and polling places for said consolidated election published or to be published by the Registrar of Voters of said County, as required by law, to which notice reference is hereby specifically made for a designation of the precincts, polling places, and election officers of the municipal election hereby called. The Registrar of Voters of said County is authorized to canvass, or cause to be canvassed, the returns of said special municipal election with respect to the votes cast in the City of Merced and to certify the results to this City Council.

SECTION 12. Said special municipal election hereby called shall be held and conducted, and the votes thereof received and canvassed, and the return thereof made, and the result thereof ascertained and determined in accordance with the special election laws of the State of California, except as herein provided or as otherwise provided for in the City Charter.

SECTION 13. All persons qualified to vote at municipal elections in the City of Merced shall be qualified to vote at said special municipal election.

SECTION 14. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding regularly scheduled Consolidated Elections.

SECTION 15. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 16. At the next regular meeting of this City Council occurring after the returns of said special municipal election have been canvassed by the Registrar of Voters of the County of Merced, and the certification of the results thereof to this City Council, or at a special meeting called thereafter for such purpose, this City Council shall cause to be spread upon its minutes a statement of the results of said special municipal election as ascertained by said canvass.

SECTION 17. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions, and to take other appropriate actions necessary to ensure the placement of said proposition before the voters of the City of Merced at said regularly scheduled Consolidated Election.

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 called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

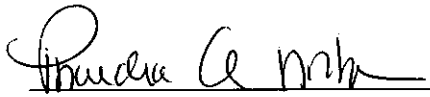
\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM

 12-14-19  
City Attorney Date

## **EXHIBIT “A”**

### VOTE FOR ONE

“Measure _____:		
Mayor’s Term	YES	(+)
Shall the measure to amend the Merced City Charter to impose a four year term for Mayor be adopted?	NO	(+)

### VOTE FOR ONE

“Measure _____:		
Citizens’ Stipend Setting Commission	YES	(+)
Shall the measure to amend the Merced City Charter to establish a Citizens’ Stipend Setting Commission to set, recommend, and limit the maximum stipend the City Council, including the Mayor, may adopt and receive be adopted?	NO	(+)

### VOTE FOR ONE

“Measure _____:		
Finance Officer Requirements	YES	(+)
Shall the measure to amend the Merced City Charter to impose budget and reporting requirements by the Finance Officer to the City Council be adopted?	NO	(+)

## **Proposed Charter Amendments**

**We, the People of the City of Merced do hereby amend Sections 400, 402, 604 and 1051 of the City Charter to read as follows:**

### **Sec. 400. - Number and term.**

A. The City Council shall consist of a Mayor elected from the City at large and six City Council Members elected by single-member district election at the times and in the manner provided in this Charter.

B. The Mayor shall serve a term of ~~two (2)~~ four (4) years and until his/her successor is elected and qualified. The Mayor shall be limited to no more than two, ~~two-term~~ terms. For purposes of this subsection, a "term" shall be defined to include serving fifty percent plus one day of a term as Mayor, while service as Mayor for fifty percent or less of a term shall not constitute a term for purposes of term limits.

C. Individual City Council Members shall serve a term of four (4) years and until his/her successor is elected and qualified. Individual City Council Members shall be limited to no more than two, four-year terms. For purposes of this subsection, a "term" shall be defined to include serving fifty-percent plus one day of a term as a City Council Member, while service as a City Council Member for fifty percent or less of a term shall not constitute a term for purposes of term limits.

D. Once the Mayor or an individual City Council Member has served the two term maximum ~~number of terms~~ in that respective office, he/she shall be ineligible to be elected or appointed to that office again.

E. District boundaries shall be drawn by ordinance.

### **Sec. 402. – Compensation and Reimbursement.**

A. The members of the City Council, including the Mayor, shall receive ~~no compensation~~ a monthly stipend for their services as such, ~~but shall receive reimbursement on order of the city council for council authorized traveling and other expenses when on official duty~~

and shall receive reimbursement for expenses incurred while performing official duties of their office. ~~In addition, each member shall receive the sum of twenty dollars per month, which amount shall be deemed to be reimbursement of other out of pocket expenditures and costs imposed upon him in serving as a city councilman.~~ Absence of a ~~councilman~~ council member, including the Mayor, from all regular and special meetings of the council during any calendar month shall render such ~~councilman~~ council member, including the Mayor, ineligible to receive such sum for such calendar month.

B. There shall be established a Citizens' Stipend Setting Commission consisting of seven (7) members to be appointed by the City Council from the qualified electors of the City. Six (6) members will be appointed by district and one (1) member will be appointed at large.

1. The Commission shall hold two (2) public hearings between March 1st and June 30th of every even-numbered year and shall recommend, by majority vote and in writing, to the Council the amount of the monthly stipend which it deems appropriate for the members of the Council for the two (2) year period beginning January 1st of the next year. The amount recommended for each council member shall be the same.
2. The Commission shall hold two (2) public hearings between March 1st and June 30th of a Mayoral election year and shall recommend, by majority vote and in writing, to the Council the amount of the monthly stipend which it deems appropriate for the Mayor for his/her entire term beginning in January of the next year. The stipend recommended for the Mayor shall, at a minimum, be the same as the other council members; however, the Commission may recommend providing the Mayor with reasonable compensation beyond his/her stipend as a member of the City Council.



3. The Council shall, by resolution, adopt the stipends as recommended by the Commission, or in some lesser amount, but in no event may it increase the amount. Stipends of the council members and Mayor may be reduced at any time by two-thirds (2/3) vote of the Council. Stipends shall remain in effect until amended by a subsequent resolution adopted pursuant to the provisions of this section.

**Sec. 604. - Finance officer—Powers and duties.**

The Finance Officer shall have power and be required to:

- A. Have charge of the administration of the financial affairs of the City under the direction of the City Manager;
- B. Compile the budget expense and revenue estimates for the ~~City Manager~~ City Council, based upon the City Manager's proposed budget; and at the end of the fiscal year, prepare and submit a complete report on the finances of the City to the City Council in consultation with the City Manager;
- C. Supervise and be responsible for the disbursement of all moneys and have control over all expenditures to insure that budget appropriations are not exceeded; audit all purchase orders before issuance; audit and approve before payment, all bills, invoices, payrolls, demands or charges against the City government and, with the advice of the City Attorney, when necessary, determine the regularity, legality and correctness of such claims, demands or charges;
- D. Maintain a general accounting system for the City government and each of its offices, departments and agencies;
- E. Keep separate accounts for the items of appropriation contained in the City budget, each of which accounts shall show the amount of the appropriation, the amounts paid therefrom, the unpaid obligations against it and the unencumbered balance; require reports of the receipts and disbursements from each receiving and expending agency of the City government to be made daily or at such intervals as he/she may deem expedient;

F. Submit to the City Council and the City Manager a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the City; and as of the end of each fiscal year, submit a complete financial statement and report;

G. Collect all taxes, assessments, license fees and other revenues of the City, or for whose collection the City is responsible, and receive all money receivable by the City from the county, state or federal government, or from any court, or from any office, department or agency of the City;

H. Have custody of all public funds belonging to or under the control of the City or any office, department, or agency of the City government, and deposit all funds coming into his/her hands in such depository as may be designated by Resolution of the City Council, or, if no such Resolution be adopted, by the City Manager, and in compliance with all of the provisions of the State Constitution and laws of the State, governing the handling, depositing and securing of public funds;

I. Supervise the keeping of current inventories of all property of the City by all City departments, offices and agencies;

J. Establish a centralized purchasing system for all City offices, departments and agencies; and,

K. Prepare rules and regulations governing the contracting for, purchasing, storing, distribution, or disposal of all supplies, materials and equipment required by any office, department or agency of the City government and recommend them to the City Manager and the City Council for adoption by Ordinance; and prepare administrative policies and procedures implementing this Section and recommend them for review and approval by the City Manager.

#### **Section 1051 – Definitions.**

For purposes of this Part, the words, terms, and phrases set forth below shall have the meaning as set forth below:

"Candidate" means any person running for the office of Mayor or City Council.

"Contribution" means a cash or in-kind payment, or provision of goods and services which is made to the candidate or the candidate's agent for the purpose of promoting the candidate's campaign. A "contribution" includes a "loan" as defined herein.

"Entity" means a proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, and any other organization or group of persons acting in concert, other than a single person as defined in this Part.

"Election Cycle" means as follows:

1. For purposes of a candidate for the office of Mayor of the City, the term "election cycle" means any ~~two-year~~ four-year period commencing on January 1 following a City election for the office of Mayor, and concluding on December 31 following the next succeeding City election for the office of Mayor.
2. For purposes of a candidate for the office of City Council, the term "election cycle" means any four-year period commencing on January 1 following a City election for the office of a City Council Member and concluding on December 31 following the next succeeding city election for that office.

"Loan" means the furnishing of cash, goods, or services to another party for temporary use with the agreement that it or its equivalent, with or without interest, will be returned. The term "loan" as used herein shall not include a candidate lending to his/her campaign from the candidate's personal resources—including obtaining a personal loan from a commercial lending institution, so long as the candidate is personally responsible for the repayment thereof.

"Person" means a single natural person.

**RESOLUTION NO. 2019-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MERCED, CALIFORNIA, REQUESTING  
THAT THE BOARD OF SUPERVISORS OF THE  
COUNTY OF MERCED, CALIFORNIA PROVIDE  
FOR THE CONSOLIDATION OF A SPECIAL  
MUNICIPAL ELECTION AND THREE BALLOT  
MEASURES WITH THE STATEWIDE PRIMARY  
ELECTION TO BE HELD ON MARCH 3, 2020**

WHEREAS, the City Council of the City of Merced has called a special municipal election, including three ballot measure propositions, to be held in the City of Merced on Tuesday, March 3, 2020, at which election will be submitted to the qualified electors of the City of Merced propositions to amend various sections the City of Merced Charter.

WHEREAS, a Statewide Primary Election will be held on Tuesday, March 3, 2020, and it is the desire of this City Council that said special municipal election be consolidated with said Statewide Primary Election.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF  
MERCED DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The Board of Supervisors of the County of Merced is hereby requested to order the consolidation of said special municipal election with said Statewide Primary Election to be held on Tuesday, March 3, 2020, insofar as the City of Merced is concerned, and to further provide that within the territory affected by said Order of Consolidation, to wit: The City of Merced, the election precincts, polling places, and voting booths shall in every case be the same and there shall be one set of election officers in each of said precincts and to further provide that said measures hereinabove set forth shall be set forth in the ballots to be used at said election insofar as the same is held within the City of Merced.

SECTION 2. The Board of Supervisors of Merced County is hereby further requested to authorize the Registrar of Voters to canvass, or to cause to be canvassed, as provided by law, the returns of said special municipal election with respect to the votes cast in the City of Merced on the ballot measure propositions.

SECTION 3. The City Clerk is hereby authorized and directed to certify to the due adoption of this Resolution and to transmit a copy thereof so certified to the Merced County Board of Supervisors and to file a copy hereof so certified with the Registrar of the County of Merced.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions and take other appropriate actions necessary to ensure the placement of said special municipal election before the voters of the City of Merced at said regularly scheduled Statewide Primary Election, including, but not limited to, transmitting a certified copy of this Resolution to the Merced County Board of Supervisors and to file a copy hereof so certified with the Registrar of the County of Merced.

SECTION 5. The City Clerk is hereby authorized and directed to reimburse the county in full for the services performed for said special municipal election upon receipt of an invoice from the Registrar of Voters - Elections office.

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 called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Prudence A. Nnibi      10-9-19  
City Attorney      Date



## ADMINISTRATIVE REPORT

**Agenda Item L.2.**

Meeting Date: 10/21/2019

*Report Prepared by: Frank Quintero, Director of Economic Development*

**SUBJECT:** Presentation on Property Based Improvement District

### REPORT IN BRIEF

Presentation on establishing a Property Based Improvement District

### RECOMMENDATION

For information-only.

### DISCUSSION

At the meeting of April 15, 2019, the City Council Downtown Subcommittee presented their findings concerning visits and meeting with staff members from Modesto, Turlock, and Visalia regarding their respective downtowns. The City Council adopted as one of their action items the commencement of a study to determine the feasibility of establishing a Property Business Improvement District (PBID) in Downtown Merced. This is an important first step as there are tremendous opportunities to take Downtown Merced to the next level if property owners get behind such an effort.

Prescribed under the Property and Business Improvement District Law of 1994; Streets and Highways Code Sec.366000-36671; property or business assessments are levied in exchange for services not currently provided by the City. While the services provided depend on the needs of the area, typical PBID services include maintenance, security, signage, parking and transportation management, social services, special event coordination, tree planting or other capital improvements, marketing and promotion, long-range visioning, and business attraction and retention.

In California, BIDs and similar improvement areas are governed by two state laws: the Parking and Business Improvement Area Law of 1989 (which allows assessments to be levied on businesses within a district) and the Property and Business Improvement District Law of 1994 (which allows assessments to be levied on owners of real property within a district).

These laws set the general procedures for establishment, assessment, and public review of Bids. Proposition 218, approved by the California voters on November 6, 1996, which became part of the California Constitution (Articles XIIIC and XIID) adds additional requirements for establishing property-based assessment districts.

The Office of Economic Development has reached out and studied a number of PBIDs with emphasis on the Cities of Millbrae, Santa Maria, Bakersfield, and Chico.

The following is a modified excerpt from the City of Chico PBID Question and Answer flyer. The

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information contained in the Q&A flyer provides a good background on the purpose, formation, assessment, and management of a PBID.

### **What is PBID?**

The PBID or Property Based Improvement District is a special district where property is assessed to fund specific downtown improvements and services in addition to those provided by the City of Merced. The PBID is self-imposed by a majority of property owners who must sign petitions and mark ballots to form the district. A governing board of property owners will oversee the budget and management plan.

### **What services will the PBID provide?**

The PBID management plan may focus on cleaning services, public safety, promotional, event, parking projects, community signs, and image enhancement programs above and beyond those already provided by the local community. PBIDs may also provide for clean teams to sweep and scrub sidewalks, remove litter and graffiti and increase frequency of trash removal. A common use of PBID is for information and safety ambassadors help to serve as "eyes and ears" for police by acting as witnesses to nuisance crimes such as aggressive panhandling and public urination, connect unhoused people on downtown streets to social services, and provide information about downtown activities and establishments. Image enhancement programs are capital improvement/maintenance projects such as flowerpots, improved lighting, directional way-finding signs and street furniture. All of these enhancements are aimed at improving the quality of downtown experience, increasing civic and economic activity and driving business and property values.

### **I already pay taxes. Why support a PBID?**

We often hear that downtown is not as clean as it should be, nor is it as safe as it used to be. Supporting a PBID will help make downtown sparkle and feel safer and friendlier. This will bring more people back to Downtown more often. This in turn will leverage existing and new investment in businesses, restaurants, stores, etc. In addition, PBID budget decisions are made by a board of property owners, which ensures private-sector control and accountability for these enhanced services.

### **Who will manage the PBID?**

To keep administrative costs lower and leverage existing competencies, an independent community based organization will be formed or existing organization selected to be responsible for day-to-day operations. The managing organization will report to business and property owners.

### **Is this PBID unique to Merced?**

No. More than 1,000 PBIDs exist throughout North America. In California, more than 100 PBIDs have been established since 1995. These are viewed as an effective tool in helping business districts compete and dramatically improving downtown environments.

### **How would the PBID differ from the BID already in place?**



The Business Improvement District (BID) performs different functions than the PBID, such as advocacy, promotions and marketing services. BID programs include the Downtown Farmers Market, Downtown Christmas Parade, and Taste of Merced. PBID services will go toward different downtown needs: clean and safe services, physical/cosmetic improvements, and economic enhancements.

**Will the city reduce its existing services?**

No. Should a PBID be formed, an agreement with the city and the management team will be executed ensuring baseline levels and frequencies of cleaning and maintenance services.

**How much will it cost?**

Assessments may be calculated based on the square footage of the lot, square footage of the building, number of stories, and levels of benefit. Generally speaking, a consultant is hired to determine method of assessment and level of benefit.

**What is the process for continuing the PBID?**

By state law, the PBID has a five-year life. Any subsequent renewal of the district would require a new management plan, petition and mail-ballot process.

What's next? The Office of Economic Development is preparing a Request for Proposal to form a PBID in Downtown Merced. Staff will issue the RFP by the end of October 2019.

**ATTACHMENTS**

1. PBID Presentation



# INTRODUCTION TO PBIDS

CITY COUNCIL MEETING, OCTOBER 21, 2019

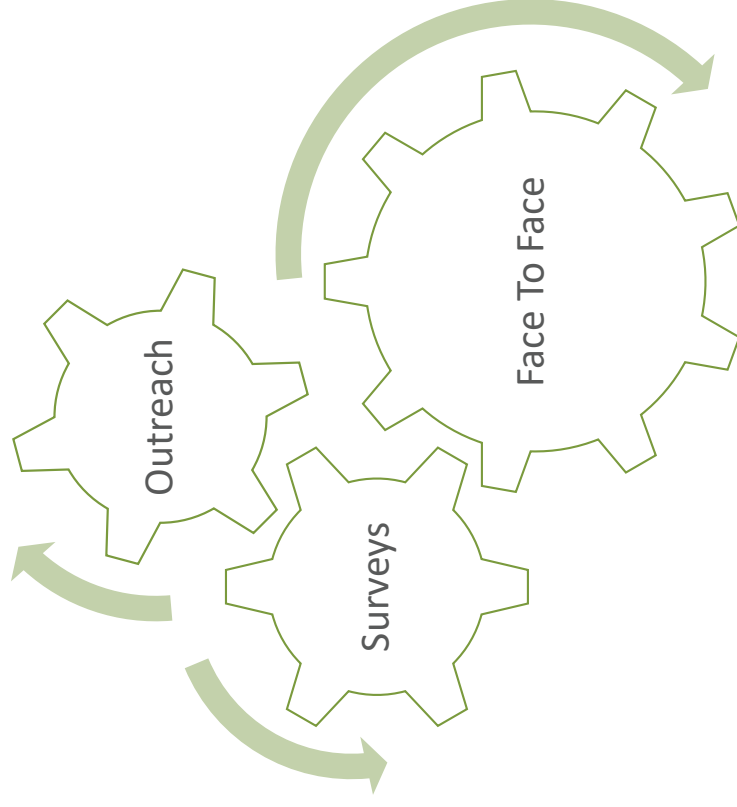
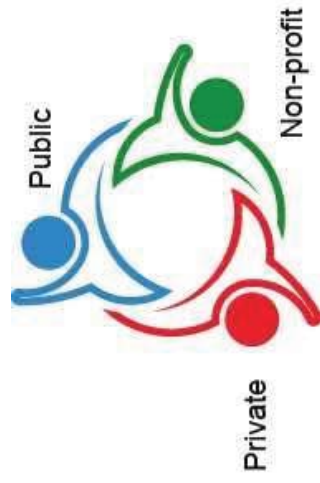
## PURPOSE – PROPERTY BASED IMPROVEMENT DISTRICT

- Voluntary Benefit District
- Enhance Downtown Merced
- Economic , Beautification, Improvements, and More



# GETTING STARTED – GETTING BUY-IN

- Building Momentum
- Issue Request for Proposal
- Owners and Stakeholders





## PBID EXAMPLE - VISALIA



July 15, 2019 – (EXCERPT)

Downtown Visalia business district renewed for 10 more years

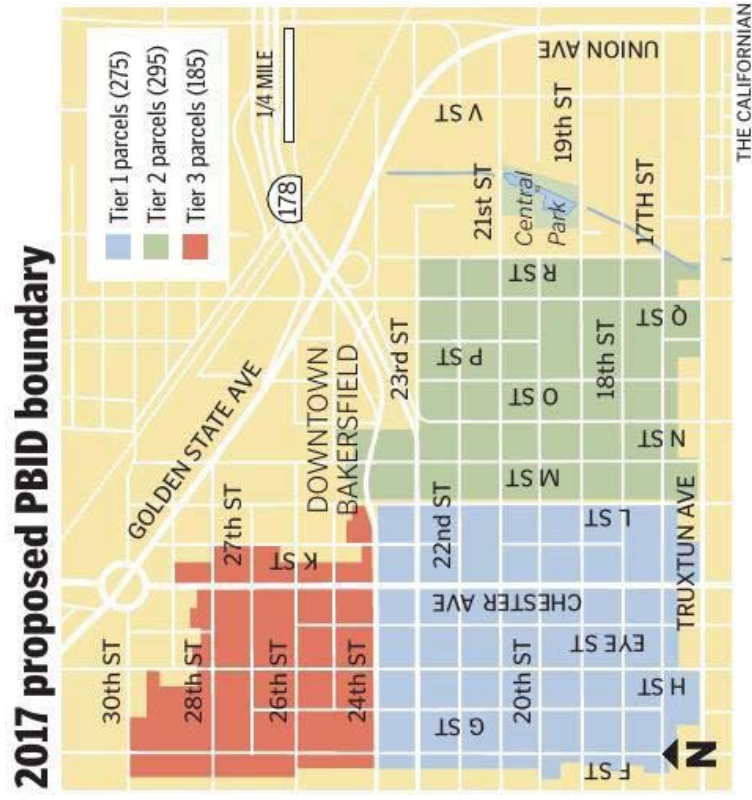
PBID services include 24-hour security, economic development, graffiti removal, maintenance of public areas, parking, and political advocacy regarding issues affecting business.

The approved budget for the renewal is \$500,291 for first year. There are two zones that make up the PBID: Zone 1 and Zone 2. The assessments are \$0.140 per square foot in Zone 1 and \$0.045 per square foot in Zone 2.



## PBID BOUNDARIES - WHO'S IN – WHO'S OUT

- Business Improvement Area
- Zoning
- Existing Uses
- Frontages
- Downtown Strategy
- High Speed Rail/ACE Train



# PBID – THE STEERING COMMITTEE

- Property Owners
- Business Owners
- Organizations
- Residents

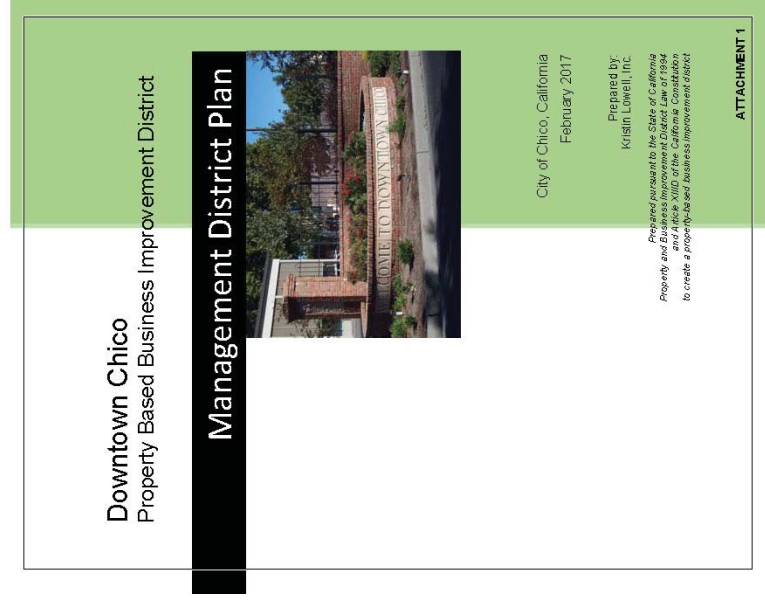
Ambassadors & Network

Vision & Values

Surveys – What do you want?

# THE PBID MANAGEMENT PLAN PLAN THE WORK, WORK THE PLAN

- Serves as the Road Map
- Establishes the Budget
- Develops the Program
- Implementation
- Environmental
- Economic
- Activation





## PBID – ASSESSMENT OPTIONS

- Per building square feet
- Per property square feet
- Zones of Benefits
- Ground Floors
- Upper Floors
- Collected with Property Taxes



# PBID – THE VOTE TO BE OR NOT TO BE

- Subject to Prop 218
- Ballot is Required
- Property Owners
- 5-Year
- Reporting
- Renew

**CITY OF CHICO**  
**Downtown Chico Property-Based Business Improvement District**  
**ASSESSMENT BALLOT**

This ballot is cast with regard to an annual assessment for the duration of five (5) years. The amount indicated below is the proposed authorized assessment based on the City Council's approval. If the assessment is approved, then in each of the subsequent years the assessment may be increased below the indicated amount by no more than five (5%) percent. The City Council is not required to conduct additional balloting proceedings in the subsequent years to 5%.

This ballot may be used to express either support for or opposition to the proposed assessment district. In order to be counted, this ballot must be signed below by an owner of the parcel(s) identified on this Assessment Ballot, or an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

- By Mail: Place in the return envelope provided, provide stamps for first class postage, seal the envelope and place in the mail not later than one calendar week prior to the public hearing. Ballots mailed later than this deadline creates the risk that the ballot may not be received in time to be counted.
- In Person: Place in the return envelope sealed to the City Clerk at any time up to 5:00 p.m. on July 5, 2017 at the City Clerk's office at 411 Main Street, Chico, CA 95926. Ballots delivered after the public hearing itself on July 5, 2017 at 6:00 p.m. at the City Council Chambers at 421 Main Street.

However delivered, the ballot must be received by the City Clerk prior to the close of the public hearing, whether on July 5, 2017 or any date to which the public hearing is continued, to be counted.

**Summary of Procedures for the Completion, Return, and Tabulation of Assessment Ballots**

To vote, mark after the word "YES" or after the word "NO," print your name, sign and date the ballot and return it to the City Clerk. The ballot must be completed in ink. Only the person(s) identified on the ballot may sign and the City Clerk will not accept photocopies, faxes or other forms of the ballot. If your ballot is lost or destroyed, you may request a duplicate ballot from the City Clerk.

**TO CAST THIS BALLOT, RETURN THIS ENTIRE PAGE**  
**OFFICIAL ASSESSMENT BALLOT**

APN	2017/18 ASSESSMENT
004-178-005	\$818.21
004-178-006	\$572.20
004-178-007	\$1,192.53
004-178-008	\$3,952.53
	<hr/>
	\$5,811.72

Shall the City Council of the City of Chico establish the Downtown Chico Property-Based Business Improvement District and the annual assessment against the parcel(s) identified on this Assessment Ballot?

YES \_\_\_\_\_ NO \_\_\_\_\_

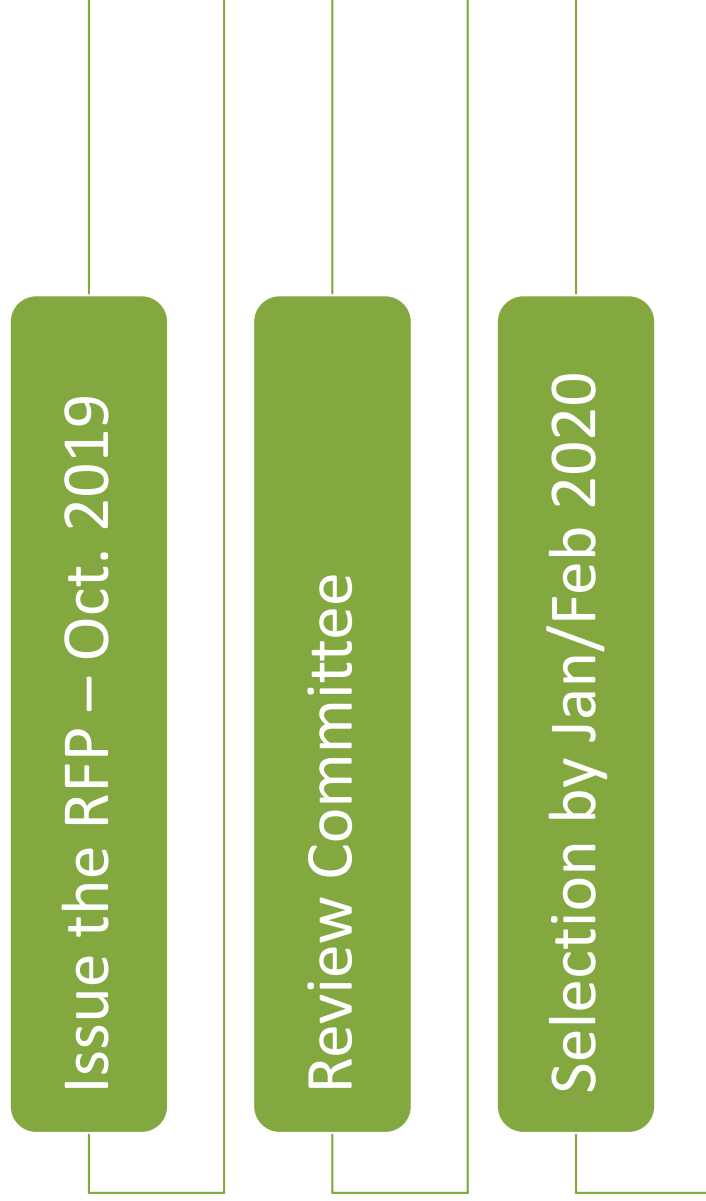
I hereby declare, under penalty of perjury of the laws of the State of California, that I am authorized to submit a ballot on behalf of the parcel(s) identified above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_



## PBID RFP CONSULTANT SELECTION NEXT STEPS





## ADMINISTRATIVE REPORT

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### Agenda Item M.1.

Meeting Date: 10/21/2019

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*Report Prepared by: Steven S. Carrigan, City Manager*

**SUBJECT:** Council Direction Concerning Hosting Stage 2 of the 2020 Amgen Tour of California Which May Include Proceeding with a Letter of Intent to Host Stage 2 of the 2020 Amgen Tour of California

### REPORT IN BRIEF

Council to discuss whether or not the City of Merced will direct staff to commit funds, staff, and other resources to host Stage 2 of the 2020 Amgen Tour of California through a Letter of Intent.

### RECOMMENDATION

Provide staff direction on the 2020 Amgen Tour.

### ALTERNATIVES

1. Direct staff to proceed with a Letter of Intent to Host Stage 2 of the 2020 Amgen Tour of California; or,
2. Direct staff not to proceed with a Letter of Intent to Host Stage 2 of the 2020 Amgen Tour of California; or,
3. Direct staff to shadow an Amgen 2020 Host community with the intent of submitting a bid for Amgen Tour of California 2021
4. Refer back to staff for reconsideration of specific items as requested by the Council.

### AUTHORITY

Charter of the City of Merced, Section 200

### CITY COUNCIL PRIORITIES

On October 7, 2019, the City Council provided staff direction to begin evaluating the Stage 2 of the 2020 Amgen Tour of California event.

### DISCUSSION

The developers of the El Capitan Hotel, Hotel Tioga, and Mainzer Theater reached out to the City, asking staff to consider hosting the men's Stage 2 of the 2020 Amgen Tour of California (ATOC). After speaking with the developers, the City reached out to the organizers, AEG Sports, of the ATOC to learn more of what entails hosting the Stage 2 ATOC event. The City of Merced hosted Stage 4 of the 2009 ATOC as a Start City, with the race finishing in the City of Clovis.

The ATOC organizers are requesting a response from the City of Merced since the time is getting

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near to announce the Host Cities and respective routes for the 2020 ATOC. Should Council decide to proceed with ATOC, then staff will submit a Letter of Intent to the AEG Sports (Attachment 1.)

## Previous Experience

Amgen TOC: Amgen Tour of California is an annual professional cycling event that is the only men's cycling event in the U.S. on the Union Cycliste Internationale (UCI) WorldTour calendar, and attracts some of the most renowned cyclists and teams in the world. The race generally runs seven days covering more than 700 miles throughout the State. In 2020, ATOC will organize the 15<sup>th</sup> edition of the race. In 2019, nineteen international cycling teams started the race with seven members on each team.

According to the AEG Sports representatives, hosting an ATOC Stage provides a platform for communities to gain worldwide exposure, create economic benefit, and provide invaluable experiences for local residents.

The lead sponsor AMGEN, is a biotechnology company in the race to dramatically improve patients' lives, and the vehicle to bring mindfulness to their efforts is the Amgen Tour of California. To raise awareness around two of the world's most serious illnesses, title sponsor Amgen founded *Breakaway from Cancer*® and Breakaway from Heart Disease™.

Spectators: As a whole, ATOC estimates that approximately 1.5 million international viewers follow the duration of the race, and the event generates over a \$100 million economic benefit to the State of California. During the 2009 ATOC staged in Merced, staff estimated that 20,000 spectators lined the streets of Downtown Merced, Bear Creek Drive, and other parts of the County eventually with an end in Clovis.

In 2009, AMGEN hosted a Lifestyle Festival and Dignity Health sponsored the Cancer Awareness Village. Prior to the event, youth of all ages were invited to participate in the Merced Mall Fun Ride. Riders signed autographs for their fans in Rider Signature Alley. As the day of race approached in 2009, colorful banners and decorations draped the Downtown Merced. With the backdrop of the Merced Historic Courthouse Park, Center Stage was located on N Street between W. 19<sup>th</sup> Street and W. 18<sup>th</sup> Street.

Host City: The developers of the downtown projects reached out to AEG Sports representatives inquiring if the company would consider the City of Merced as an ATOC host City. Subsequently, City staff spoke with the AEG Sports representatives. The representatives asked the City of Merced to consider hosting Stage 2 of the 2020 ATOC. The event is scheduled on Monday, May 11, 2020. Other stages of the ATOC involve a Host Start City and a Host Finish City. Stage 2 of the race would start and finish in Merced.

The Host City is responsible for executing the Agreement with AEG Sports and assuming all costs related to the respective ATOC Stage which is part of a bid package. Details of the services provided by the ATOC Committee and requirements of the Host City are contained in Attachment 2.

Local Organizing Committee: A Local Organizing Committee (LOC) is formed with specific

designated tasks to successfully carryout the Host City Requirements. In 2009 when Merced hosted the ATOC as a Start City, the LOC was made up of the following

Director Units:

Chairperson	Operations Director
Sponsorship Director	Finance Director
Media and Public Relations Director	Marketing/Community Outreach Director
Technical Director & Medical EMT Coordinators	Volunteer Director
VIP/Hospitality Director	School Outreach Director
Ancillary Events/Lifestyle Festival Director	

In some cases, Co-Directors were needed to complete the tasks for each unit. Once all was said and done, the LOC was made up of approximately 15 persons not including all the staff required to plan, carryout, and close the event. The composition of the LOC Directors included staff from the City of Merced, other government organizations, non-profit organizations, and the private sector. Local cycling experts provided ATOC with the race route in 2009, and have volunteered to do the same for 2020.

As a Host City, the LOC is responsible for providing support and assume all related costs as part of the bid requirements such as:

Police Services	Public Works and Road Services
Race Route/Circuits	Permit Services
EMT/EMS Services	Resident/Business Notification
Portable Toilets	Waste Management
Lifestyle Festival	Hotel Accommodations
Team, Media, Caravan, Start Crew, and Finish Crew Meals	Parking
Team Massage Linens	Media Office/Work Room
Press Conference Room	Parking Requirements

## IMPACT ON CITY RESOURCES

Stage 2 Host City Costs: AEG provided an estimate of what it may cost to host Stage 2 of the ATOC. The estimated cost is \$318,435.00. The majority of the costs are generated in providing 1660 hotel rooms, meals for teams, media, start line crews, finish line crews, and caravan crews, and City services. The list below illustrates a sample of items responsible for by the Host City.

<b>HOTEL</b>
Sleeping Rooms (1600)

Parking
Security
Meeting Space
Site Visit Rooms (60) June 1, 2019 - May 31, 2020
<b>CITY/COUNTY SERVICES</b>
Police/DOT (both days included)
Public Works/Road Services
EMT/ EMS Services
Resident Notifications
Portable Toilets
Waste Management/Recycling
Permitting
Heavy Equipment Rental
<b>MEALS</b>
Team Dinner (2 total dinners, 350 people)
Team Breakfast (2 total breakfasts, 350 people)
Start Line coffee and continental breakfast (30 people)
Media Lunch (75 people)
Media Dinner (75 people)
Caravan Boxed Lunches (590 lunches)
Start Crew Breakfast (30 people)
Finish Crew Breakfast (40 people)

The City of Merced FY 19-20 Adopted Budget did not provide an allocation for hosting the 2020 ATOC. In 2009, the City relied on sponsorships and donations to pay for the ATOC expenses. The Main Street developers have expressed a willingness to sponsor a portion of the ATOC Host City costs, but have not submitted a formal financial commitment letter to the City.

It should be noted that all Host City costs are ultimately the responsibility of the City of Merced.

Organizational Capacity: Staff that may be involved in organizing the ATOC are working diligently on projects, developments, and other day to day activities. For example, the City is on pace to break issued building permits records. Currently, commercial projects are under construction, breaking ground, or being planned, and street and infrastructure projects are moving ahead meeting critical deadlines. Long-term projects including High Speed Rail and the ACE Train projects are at a turning point, and Downtown Station Planning efforts will need to resume. Other projects underway with long-term implications include the Police Headquarters, Sewer Master Plan, North Merced Annexation Study, and the formation of Downtown special districts.

Should Council decide to proceed with hosting the Amgen TOC, there is a potential that progress on projects, developments, and studies may be effected. We are particularly sensitive to this concern since our task is to “finish what we have started.” Extra attention will have to be given on how staff resources are allocated to work on the ATOC, and which personnel are assigned to serve on the LOC.

## **LEARN FROM OTHERS**

Host Community Shadowing: Ten years have passed since the City last hosted an ATOC Stage. To get a better understanding of what is required of an ATOC Host City under today’s requirements, it may be beneficial for the City to send staff members to shadow a 2020 ATOC Host City. Based on a meeting with the City of Sacramento’s City Manager and Visitor Bureau’s Director, both would welcome Merced staff shadowing their 2020 ATOC planning efforts.

## **ATTACHMENT**

1. Letter of Intent
2. Host City Requirements
3. Proposed Race Routes



**Host City Official Letterhead**

August xx, 2019

Sheri Morales  
Vice President, Amgen Tour of California  
865 S. Figueroa St. Suite 104  
Los Angeles, CA 90017

I am writing this letter at your request on behalf of **YOUR CITY NAME** and our Local Organizing Committee (LOC) to state our intention to fulfill all commitments outlined in the 2020 Host City Requirements and Benefits Document to host the Stage **START/FINISH/OVERALL START/OVERALL FINISH** of the 2020 Amgen Tour of California.

Furthermore, we look forward to consummating a contract agreement between AEG Cycling, LLC and **YOUR CITY NAME** to memorialize these commitments.

Sincerely,  
[        ]  
(Electronic Signature)

## ATTACHMENT 2

### **2020 HOST CITY BENEFITS AND OPPORTUNITIES MEN'S STAGE 2 START and FINISH, Monday May 11 CITY OF MERCED**

Bring the world to your city as a host for the Amgen Tour of California. The Tour provides a powerful platform to gain worldwide exposure, create economic impact and provide priceless experiences for local residents, supporters and dignitaries. Each official Amgen Tour of California Host City will receive an attractive package of benefits to assist with local fundraising efforts, to provide hospitality for key guests, and to promote and market the Host City while driving in-bound tourism. Below is a list of the benefits the Amgen Tour of California will be providing:

#### **A. LOC Revenue Generation**

- Local partnership packages
- Booths in Lifestyle Festival: Five (5) Festival booths for respective stage – 10' x 10' tent, including (1) 8' table and 2 chairs for each booth located at respective start/finish line area
- Promotional and charitable auction items; Two (2) Autographed 2019 Amgen Tour of California Jerseys; Two (2) 2019 Team Signed Jerseys (\*specific team jerseys contingent upon team jersey availability)
- VIP Experiences
  - o Two (2) seats in VIP car for respective stages
  - o Four (4) VIP finish line experiences for respective stages (which include VIP hospitality pass, green room area access and press conference access)

#### **B. Race Hospitality**

- One-hundred (100) VIP Hospitality passes for the Official tour hospitality tent located at start/finish line for respective stages
- Opportunity to showcase a local flavor in the Official tour hospitality tent (10' x 10' space) for respective stages
- Opportunity to have local dignitaries and local partners on stage to participate in a portion of the start/awards ceremonies for respective stages

#### **A. Host City Publicity and Marketing**

Television: Television rights and production are owned and controlled by Tour.

Each Host City will be provided the opportunity to submit video of City landmarks which may be integrated within the race broadcast.

In 2019, the race was seen live daily for 2-hours on NBCSN and NBC sports on the final Saturday in addition to 1-hour recap shows each night. Overall, the race was broadcast to over 200 countries and territories worldwide in partnership with Amaury Sport Organisation (ASO).

In 2020 we expect to deliver the following to each Host City:

Access to Amgen Tour of California Dropbox – Host City will be provided access to the Host City (LOC) folders which will contain marketing resources and templates such as:

- Stage / Host City Specific Key Art
- Web Banners /Digital Ad Units
- Tour Radio & TV Spots
- Posters & Flyer Templates
- Signage Templates
- Stage Photo Galleries

Broadcast (TV / Tour Tracker):

- Two (2) 30-second commercial units on national television broadcast during the day of City's race involvement. No pass-through Rights to local partners
- Four (4) Tour Tracker 15-Seconds Commercial for Tour Tracker Commercial Rotation for respective stages
- Opportunity to provide content and photos for social media integration with Tour Tracker and other Tour platforms

Website / Email:

- As a part of the Amgen Tour of California each Host City will have a dedicated city page created on the official website as a hub for regional and global interest on the city. During the year, any potential Tour created content around the Host City will be included on the page as well. Types of content include stories, photos, videos, and maps
- In addition, each Host City will have the opportunity to include:
  - Overview paragraph on the Host City & Tourism
  - Photos for Host City gallery on LOC Webpage
  - List of Outdoor Activities for Tourists
  - Partner Logos

- Ancillary Events dates & info that occur prior to Race Week
- All website content provided Tour will be at sole discretion of Tour to update and edit on Page
  - No back-end site access will be provided to the Host City
- Dedicated city pages will also be updated by Tour Staff with Stage specific information such as Festival Location, Start/Finish Line, Parking, etc.
- Post-Race Year involvement, Host City webpage will continue to live on the site under a previous Host Cities navigation tab
- Dedicated emails will be sent to Tour database announcing each stage, promoting each Host City, upcoming activities and events

Print / Merchandise Collateral:

- Official “Host City” Flyers – 1500
- Official “Host City” Posters – 100
- Electronic file that will have footer to be customized with local information and local partners
- One (1), full-page program ad in Official Program Guide
- Local Partner “Thank You” listed in the Official Program Guide

Finish-Line Lifestyle Festival / Race Day:

- Official City “Thank You to Local Partners” Banner to be placed on race days
- Eight (8) Host City Public Address Announcements for respective stages read by on-site hosts from the Announcer Stage
- Six (6) Unique Big Screen commercial units (:15 Seconds) to be shown on big-screens at finish line for respective stages which can be used for both Host City and approved Local Partners

Digital (Social & Paid Media):

- Social media posts on Official Tour channels supporting each Host City before Race
  - All posts will be developed in conjunction with the Tour Marketing Team to match brand voice
- One (1) week social media Host City highlight (Facebook, Twitter and Instagram)
- Race Week regional digital and social paid media campaign supporting local attendance in Start/Finish Host Cities, running 48 hours before Stage date
- National Tune-In digital and social media campaign running during Live NBCSN & NBC airings promoting TV & App coverage of daily stage & Host Cities

#### Grassroots:

- Inclusion on printed materials distributed with Tour Street Team
- Over 580,000 impressions in 2019 Race Year

\*Benefits and opportunities subject to change

\*\* Please note that there are partnership categories that are off limits to Host Cities due to event exclusivity. The Tour will provide a list of closed categories as well

#### HOST CITY REQUIREMENTS

As a partner of the Amgen Tour of California, a Host City is required to provide the following support and assume all related costs as part of their bid submission.

#### RACE OPERATIONS

**POLICE SERVICES** - Local (city and/or county and unincorporated areas if applicable) police services and related costs are the responsibility of the Host City. In coordination with California Highway Patrol (CHP), CalTrans, as well as the Tour's motor and road marshals and in conjunction with the LOC volunteer program, local police provide safe road closures, which may include fixed-post positions, traffic control, crowd control, enforcing no-parking zones and maintaining general public safety.

**PUBLIC WORKS AND ROAD SERVICES** - Local public works and road services are the responsibility of the Host City. The Host City will absorb the cost for all services for road closures and course preparation within the city/county (and unincorporated areas if applicable) limits. These services are necessary to support police efforts and to ensure road closures and the safety of the course. These services include:

- Traffic rated detour equipment (tour will provide 3,000 feet of crowd control fencing at the start lines, and 6,000 feet of finish fencing\*)

*\*Once course is finalized additional fencing may be needed at host city expense*

- Barricades
- Cones
- Contracted traffic control services
- (2) Scissor Lifts/ (1) Fork Lift\*\*
- Printing/posting of 'No Parking' signs
- Removal/restoration and street repair

- Distribution of notices to residents advising of road closures and providing a “hotline” available to residents and businesses to handle issues related to closures
- Access to non-potable water for truss water barrel supports

\* Exact amount of fencing varies depending on the venue \*\* Scissor Lift and Fork Lift specs can be provided upon request. Fork Lift must be 5,000 lb. warehouse lifts

**RACE ROUTE/CIRCUITS** –The decision to incorporate either Start or Finish circuits into a Tour stage must be mutually agreed upon by the Tour and Host City. The Host City will absorb the cost for all services and infrastructure necessary to conduct circuits even if it extends outside of the city limits, including traffic control, permits and requirements for all roadways not under city jurisdictions. There can be no parked vehicles on the circuit.

- Host City and the Tour will agree on the race route that is within the city limits. Portions of the route may require “No Parking”. The entire route must be closed to all traffic (unless the course will only be using one side of a divided road.
- The course must be ready no later than 30-minutes before the start of the first rider.
- The Tour must have a chance to review and comment on the operations plan that the Host City will use to secure the route and possible circuits.

If there are road knobs, curbs, speed-bumps, etc., which impact the course and the riders’ safety, the city is financially responsible to have these elements temporarily removed and replaced.

**PERMIT SERVICES** - All fees associated with city/county/state (and unincorporated areas if applicable) permits and permit requirements for the operation of the event are to be procured by the Host City on behalf of the Tour. They may include, but are not limited to:

- City, county, and state permits for stages, tents, electrical, health, alcohol, encroachment, sound and road closures
- Parking - both on and off the street
- Alcoholic beverages - consumption in public, from cups, bottles and cans, in a private VIP area
- Road closures and use – all permits required for the closure and use of roads for setup and racing that may be required for any portion of the route that is within the city limits of the LOC
- Construction Permits - includes permits for construction of staging, tents, wiring and electrical, portable generators, power equipment and a fork lift

- Road closures and use - closure and use of roads for setup and racing
- Special and ancillary events - pre-event and race day
- Banners and signs - hanging and display of pre-event, race day advertising and partner banners
- Concession sales - on-site merchandise and concession stands as requested by race organizers

The LOC is responsible to provide all necessary health department contact information that pertains to the Host City 90 days prior to the event. The LOC is to make best efforts to invite health department permitting person to one of the pre-tour site visits designated by the Tour.

\*Please identify any special permitting/restrictions that the Tour should be aware of, including Merchandise Sales, Alcohol, Signage and Sound Amplification. This may affect the options for START/FINISH LINE placement

EMT/EMS SERVICES – Host City is financially responsible for providing EMT/EMS services for the general public on the day of the respective host stages. Medical plan must be submitted to the Tour’s Technical Director. Please note that the Tour provides medical services for the athletes, team support and staff personnel, however the LOC must cover ambulance costs if the Tour contract ambulance provider is not licensed for the location.

RESIDENT/BUSINESS NOTIFICATIONS – Host City is responsible for notifying local residents and businesses within the city limits that impact the Tour; including road closures, traffic advisories, etc. In the case of a circuit or agreed upon route outside the city, notification must be made in these locations as well. Notifications should be bilingual, including an English and Spanish version.

PORTABLE TOILETS – Host City is financially responsible for portable toilet services or public restrooms during the day of respective host stages. The number of units and placement of the units will be mutually agreed upon by the Host City and the Tour’s Production Director. Portable toilets are to be guaranteed to arrive the day prior to the stage for the overnight crews.

WASTE MANAGEMENT – Host City is financially responsible for waste management/trash removal services during the event, as well as after the conclusion of the event. Necessary supplies and services include: trash containers, roll off containers, dumpsters, recycling containers and the crews to remove full trash container liners, and replace them with fresh liners. Also needed are crews to restore the venue to its original beauty, meaning removal of trash from streets, parking lots, parking garages, curbs, city property, county property and federal property. Street sweeping is recommended the day before the event and the evening after tear down.

Janitorial staff will be needed to keep foot print clean during the event, as well as help with post -race cleanup.

LIFESTYLE FESTIVAL – The Host City is required to support the Tour with the Lifestyle Festival by assisting with the following:

- Allocation of a suitable area for the festival
- Handle all festival permits and associated fees
- Electricity and waste management
- Parking for vendors
- Bike Valet to accommodate 150 Bicycles

\* AEG reserves the right of final placement of finish line

#### AMGEN BREAKAWAY EVENT

Background: Up to four host cities will be chosen to host Amgen *Breakaway* events, which may include Amgen-sponsored hospitality and a pep rally or approximately one-half to one mile walk along the race course that crosses the start or finish line (prior to the pros) or a community spin class or similar activity. The event will be connected to Amgen's *Breakaway from Cancer®* and/or *Breakaway from Heart Disease™*.

The Host City is financially responsible for the following:

- Grassroots community marketing support to secure 150+ local participants
- Marching band or other ancillary participation creating a highly visual and compelling element
- Police escort (as needed)
- Parking for 75+ *Breakaway* participant vehicles
- Possible assistance identifying a local Champion who is an inspiration in the local community, connected to either Amgen's *Breakaway from Cancer®* and/or *Breakaway from Heart Disease™*

#### AWARDS CEREMONY

- LOC will provide eight (8) floral bouquets to be used in the awards ceremony for each respective stage. Floral bouquets should arrive on-site approximately three hours before the race finish

\*Additional details regarding the Ceremonies and LOC opportunities will be provided during the planning process.



## HOTEL ACCOMMODATIONS - ROOM BLOCKS

Please note: A “single” room is a room with 1 bed. A “double” room is a room with 2 beds. There will be a maximum of 2 people per room regardless of room type. The double/single ratios listed below are estimates.

*It is important to solicit hotel bids and request room block holds as soon as possible.*

*While the number of room nights required will not change, dates may vary due to travel patterns and will be confirmed with the city no later than December 1, 2019.*

The Host City is FINANCIALLY RESPONSIBLE for all costs associated with the following room allocations:

### NIGHT BEFORE THE STAGE START/FINISH:

- 800 Rooms (60/40 ratio of doubles/single rooms)
- Hotel-related parking expenses

### NIGHT OF THE STAGE START/FINISH:

- 800 rooms (60/40 ratio of doubles/single rooms)
- Hotel-related parking expenses

### HOTEL REQUIREMENTS:

- 
- No more than three hotel properties o Tour will work with LOC to assign and approve properties for each functional area
- Hotels must be a minimum of a 3-star hotel property and carry broadcast partner’s network
- Hotels must be within close proximity to the start/finish line
- Hotels must be located in close proximity to each other
- Team hotel(s) must be full-service properties with banquet facilities
- Complimentary self-parking
- Complimentary wireless Internet in public areas, meeting rooms, and guest rooms
- Individuals and teams will be responsible for their own incidental charges; Hotels shall not require credit/debit card pre-authorizations in excess of \$50 per person or \$100 per team
- Hotel properties must be approved by AEG

#### SITE VISIT/LOC ROOMS:

The Host City is financially responsible for providing the Tour with 60 hotel room nights to be used anytime from July 1, 2019 – July 1, 2020.

#### MEALS

*While the number of meals required will not change, dates may vary due to travel patterns and will be confirmed with the city during planning.*

**TEAM DINNERS** – The Host City is financially obligated to provide dinner for athletes and team support personnel only (2 total dinners, approximately 350 individuals per dinner) on the night the night before and the night of the respective stages, based upon menu specifications provided by the Tour's Operations Director. The dinner should be served at the Team Hotel and the space must be large enough to accommodate thirty-five (35) table rounds of ten (10) people.

**TEAM BREAKFASTS** – The Host City is financially obligated to provide a breakfast the morning of in addition to the morning after the respective stages for athletes and team support personnel only (2 total breakfasts, approximately 350 individuals per breakfast). The Tour's Operations Director will provide a specific menu for the team breakfast. The breakfast should be served at the Team Hotel and the space must be large enough to accommodate thirty-five (35) table rounds of ten (10) people.

**MEDIA MEALS** – The Host City is financially obligated to provide a light continental breakfast to be set 1 hour prior to the start of the race for 30 people in addition to a lunch and dinner the day of each respective stage, for approximately 150 working media. Meals should be served adjacent to the designated media workroom. Lunch for approximately 75 should be served at 1 PM, and dinner for approximately 75 should be served at 5 PM. The catering agreement should be defined and submitted to the Tour's media operations team two (2) weeks in advance of the Tour. The Host City must assign an individual to be present to monitor food and beverage preparation and replenishment throughout the day. (Snacks, candy, nuts, etc. for media to be replenished during the day)

**CARAVAN BOXED LUNCHES** – The Host City is financially responsible to provide 590 boxed lunches for the teams and staff for each respective stage. Boxed lunches, to include (but not limited to): sandwich, fruit, chips, cookies. Sandwich choices should include three varieties plus a vegetarian (small percentage vegetarian). Lunches must be dropped off 2 ½ to 3 hours prior to the race start. The Tour will provide a box lunch RFP to assist with soliciting local caterers/restaurants.

**START CREW BREAKFAST** - The Host City is financially obligated to provide breakfast (i.e. breakfast sandwiches/burritos, raw fruit, coffee) for each respective stage for the

start line construction crew and start advance staff (approximately 30 people). Breakfast should be served at the Start Line no later than 6:30 AM.

**FINISH CREW BREAKFAST** - The Host City is financially obligated to provide breakfast (i.e. breakfast sandwiches/burritos, raw fruit, coffee) for each respective stage for the finish line construction crew and finish advance staff (approximately 40 people). Breakfast should be served at the Finish Line no later than 6:30 AM.

**TOUR HOSPITALITY PROGRAM** - The Host City is financially responsible for procuring local catering services, to cover the following areas, as it pertains to the official Tour VIP Hospitality tent for each respective stage, an all-inclusive tent with services for approximately 500 people for the respective stages (final guest count to be confirmed by AEG the Friday before the Tour starts). Below are the requirements:

- All catering to include high-end fare for VIP guests including official partners, VIPs, celebrities and local VIPs/ dignitaries
- Caterer to provide up to 8 items, 4 of which are to be hot items. Tour will supply sponsor beverage product if available
- Final menu subject to AEG approval
- Caterer to be contracted 90 days prior to the race and caterer to begin coordination and preparation with Tour team within 60 days of the event
- Once caterer is contracted, AEG will coordinate overall caterer management
- Planning conference calls will be required with the LOC and Caterer to finalize details for event starting in March 2020.
- Caterer to provide all necessary service ware, utensils, serving plates, cups, etc. for all food and beverage preparation, service and guest usage
- Caterer to provide all contracted wait/service staff for both front and back of house
- Floral arrangements for tables (subject to AEG approval)
- Ice
- Once the hospitality tent closes the Host City will be responsible for the cleanup and removal of all trash, recyclables and left-over food and beverage within the hospitality tent through a contracted trash removal service

\* The Tour will provide a catering checklist, outlining specifics

**TASTE OF** - The “Taste of” program is an opportunity for host cities to showcase the city’s local flavor. It is not mandatory. Should the Local Organizing Committee (LOC) decide to proceed, the LOC will be asked to secure a “Taste of” caterer or vendor (s). They will be provided with a 10x10 space within the Michelob Ultra VIP Hospitality tent to provide a sampling from the local restaurant specific to the community and / or region. Guest counts will be communicated and confirmed by the Tour. Some “Taste of” examples are mini cupcakes from a local bakery, or olive oil samplings.

- \*The “Taste of” Vendor will need to provide a health permit and complete a Temporary Food Facility (TFF) permit application
- \*The Tour will submit and pay permit fees
- \*The Tour will provide a “Taste of” checklist outlining specifics

#### MICHELOB ULTRA BEER GARDEN

The Michelob Ultra Beer Garden is an activation initiative through Anheuser Busch’s partnership with the Tour which requires the city to provide a letter of support on a City or County letterhead to the Alcohol Beverage Control, requesting the issuance of an original Type 47 liquor license to our Tour caterer, for both Festival beer garden as well as Michelob Ultra VIP Hospitality (sample letters to be provided).

**AUXILIARY SPACES AND SERVICES** The Host Cities are responsible for providing the following auxiliary spaces:

**TEAM MEALS ROOM** (Sunday night through Tuesday morning, timing to be confirmed during planning) – Ballroom or meeting room at the team hotel(s), approximately 4,000 square feet, to accommodate a total of forty (40) table rounds of ten (10) people.

**TEAM PARKING AND MECHANICS WORK AREA** – (Sunday night through Tuesday morning, timing to be confirmed during planning)) – Requires equivalent of 15 contiguous parking spaces per Team for up to 18 teams, in an open-air parking lot at the Team Hotel(s), with DEDICATED overnight security. Each team travels with a combination of vehicles such as a motor coach, trailer and support vehicles, and additional space is needed for mechanics to work on bikes. Must have access to water: 75–150 gallons of non-potable water per team, and power: one (1) 20-amp or 30-amp plug-in per team. Each team should have a water hose connection available to them within 50’ and access to an electrical outlet within 50’. The LOC is responsible for providing dedicated overnight security for this lot, from 7 pm – 7 am, starting the night before the respective stages through race day. Minimum 14’ overhead clearance is required.

**TEAM MASSAGE LINENS** – Each Team is to receive a bundle of linens for massages upon check in. Each bundle should include: 8 Bath Towels; 8 Flat Sheets; 12 Hand Towels. Bundles must be swapped for clean bundles upon request. LOC is responsible for any costs associated with Team Massage Linens for each respective stage.

**MEDIA OFFICE/WORK ROOM (Race Day)** – Must be in close proximity to the finish line area (no more than 100 meters from finish line). Requires approximately 2,000

square feet. Workrooms will need to remain operational until at least six (6) hours after the end of the race.

The Media Work Room must have the following:

- 150 chairs
- Fifty (50) 6' skirted tables
- 110V outlets and power strips for each table (50)
- Two (2) high speed color copiers which collate and staple, have the ability to print from USB and 3,000 sheets of paper for printing needs. Copiers will be delivered and installed in the media office and should print a minimum of 3050 pages per minute. Copiers should come with a service agreement that includes on-site maintenance from 9 AM – 9 PM on day of event
- One (1) dedicated phone lines

Media Internet Lines – The Host City is financially responsible for delivering one or two open Internet connections to the Media Workroom with minimum upload/download speeds of 5Mbps.

- Host City is requested to provide wifi (wireless networking) for approx. 200 clients.
- Open Ports
- Technical contact should be available for the duration of the race, and until close of Media Workroom.
- Drop(s) should be available no later than 7:30am and will be active until close of Media Workroom.
- Cable or satellite service that provides the NBC Sports Network as part of the package hooked up to each television in the media center
- One (1) screen and projector to be hooked up to a laptop computer to project computer images
- Four (4) televisions (each a minimum of 46 inches in size each) to project live race coverage
- Sufficient trash and recyclable cans
- Four (4) volunteers to assist press room operations staff

#### PRESS CONFERENCE AREA

- Requires approximately 2,000 square feet; minimum
- 100 chairs arranged theatre style
- Three (3) 8-foot skirted tables for dais
- 18-foot risers with platform for dais
- Four (4) 110V outlets with power strips
- One (1) working phone/phone line (for teleconference capabilities, if needed)

- Security to monitor/check credentials

\*The Tour will provide a mult-box, microphones and a sound system \*\* The Tour's media operations team will provide a schematic with details regarding the press conference and media work room

TV COMPOUND INTERNET LINES – The Host City is financially responsible for delivering two (2) separate open Internet connections to the TV compound with minimum upload/download speeds of 40Mbps per line. This is in addition to the pressroom needs.

Require hard connections at the finish line, near the TV compound (to be mutually determined).

- 2 separate hard line drops with a minimum 40 Mbps up/40 Mbps down to the TV Compound for each line or single hard line drop with the minimum capacity of 80 Mbps up and down
- Provide Static IP address per drop (our routers will provide local DHCP access) or Unlimited DHCP addresses if DHCP is provided
- Open Ports
- Local provider should provide modems or CAT 5e/6 cables for use with our Wi-Fi routers. Please provide sufficient cabling to the TV Compound
- Technical contact should be available for the duration of the race
- Drop(s) should be available no later than 7:30pm before the day of stage and will be deactivated by approximately 6:30pm (depending on race and TV deliverable schedule)

COMMISSAIRES MEETING ROOM – Small conference room for approximately 8-10 people; close proximity to finish line available immediately after the race finish for respective stages. Light refreshments to be included.

RACE HEADQUARTERS ROOM (for Competition Department; available from noon to 8PM for each respective stage) – Small conference room for approximately 10-12 people; close proximity to finish line; in the same building as Commissaires Meeting Room; Wi-Fi internet; one (1) high-speed color copier which has the ability to collate, staple, and print from USB, as well as 3,000 sheets of paper for printing needs. Copiers will need to be delivered and installed and should print a minimum of 30-50 pages per minute.

#### PARKING REQUIREMENTS

The Host City is obligated to provide suggested directions to each parking area and assist with the following parking

TEAM PARKING (START/FINISH LINE) – Requires a sizable lot (approximately 160 parking spaces) in close proximity to the Start/Finish Line, to accommodate team vehicles. Each team travels with a motor coach, trailer and support vehicles

VIP PARKING – Requires parking for approximately 200 vehicles adjacent to the start/finish line location for each respective stage

FESTIVAL VENDOR PARKING – Requires parking within close proximity of the start/finish area for approximately 75 vehicles for event and festival vendors for each respective stage

MEDIA PARKING – Parking for 50 vehicles within close proximity of the press workroom/press conference for each respective stage

AMGEN BREAKAWAY EVENT PARKING (only needed if hosting a *Breakaway* Event) – Requires parking for approximately 75 vehicles adjacent to the finish line location

STAFF PARKING – Requires parking for approximately 100 vehicles adjacent to the start/finish line location for each respective stage

CREW PARKING – Parking must be secured for the construction crew vehicles (20 box trucks) near the start/finish line

OVERNIGHT VENUE SECURITY – The Host City is financially responsible for security for the build crew graveyard shift and should begin the evening prior to the event to watch over equipment and crews. Hours of Security Operation are typically 7 pm – 7 am and include the TV Compound, Hospitality, Festival, and start/finish footprint. See production schedule for details.

#### RECYCLE PROGRAM

The Amgen Tour of California is committed to being a responsible and green event. As such, Host Cities should provide sufficient means of recycling for all areas of the event. Clearly marked recycling bins should be placed at every trash can to encourage participants to recycle. Host Cities should provide dumpsters for recyclables only and make all staff aware of the location of these dumpsters to ensure proper disposal of recyclables. These must be provided within the entire footprint. (i.e.: hospitality, festival, etc.)

#### VOLUNTEER PROGRAM

The Host City is responsible for securing and organizing local volunteers for the Tour. Volunteers will assist the Tour and the LOC with coordinating activities on the day of the event. The total number of volunteers is typically 400 to 500 for a Stage Start/Finish Host City.

If the LOC decides that volunteer check-in is at a location other than the start/finish line location, then the LOC is responsible for its own infrastructure (tents, tables, chairs, generators). The Tour will not provide these items to satellite locations. \* Please note you may be asked to extend the volunteers a short distance beyond the city limits

## TOUR SUSTAINABILITY

The Amgen Tour of California will collaborate with the Host City in an effort to minimize the environmental impact of the event:

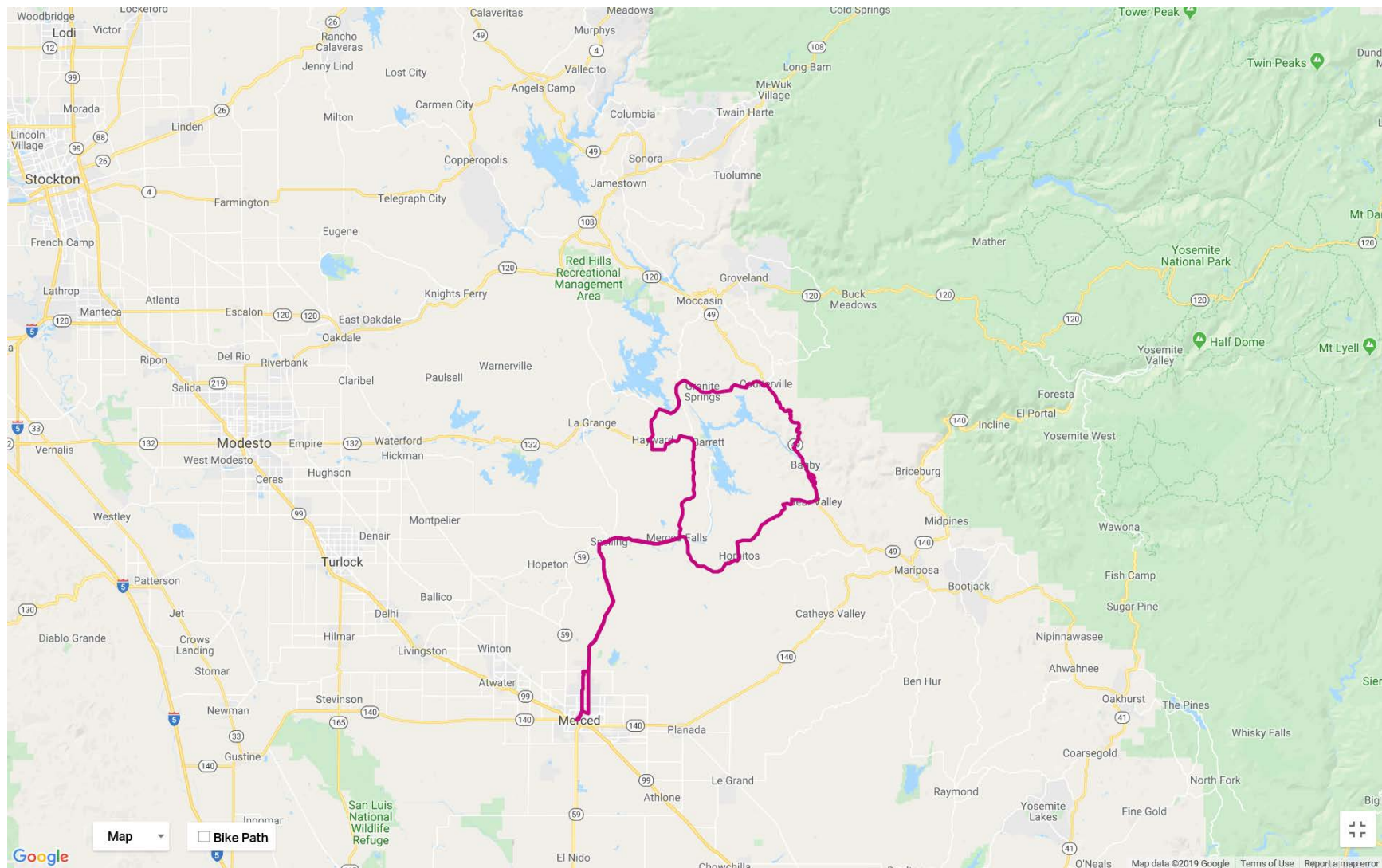
1. Appoint Host City Sustainability Manager to Local Organizing Committee (LOC)
2. Work with Tour Sustainability Manager to create event sustainability plan
3. Coordinate with LOC, City representatives and Tour operations team to execute sustainability initiatives



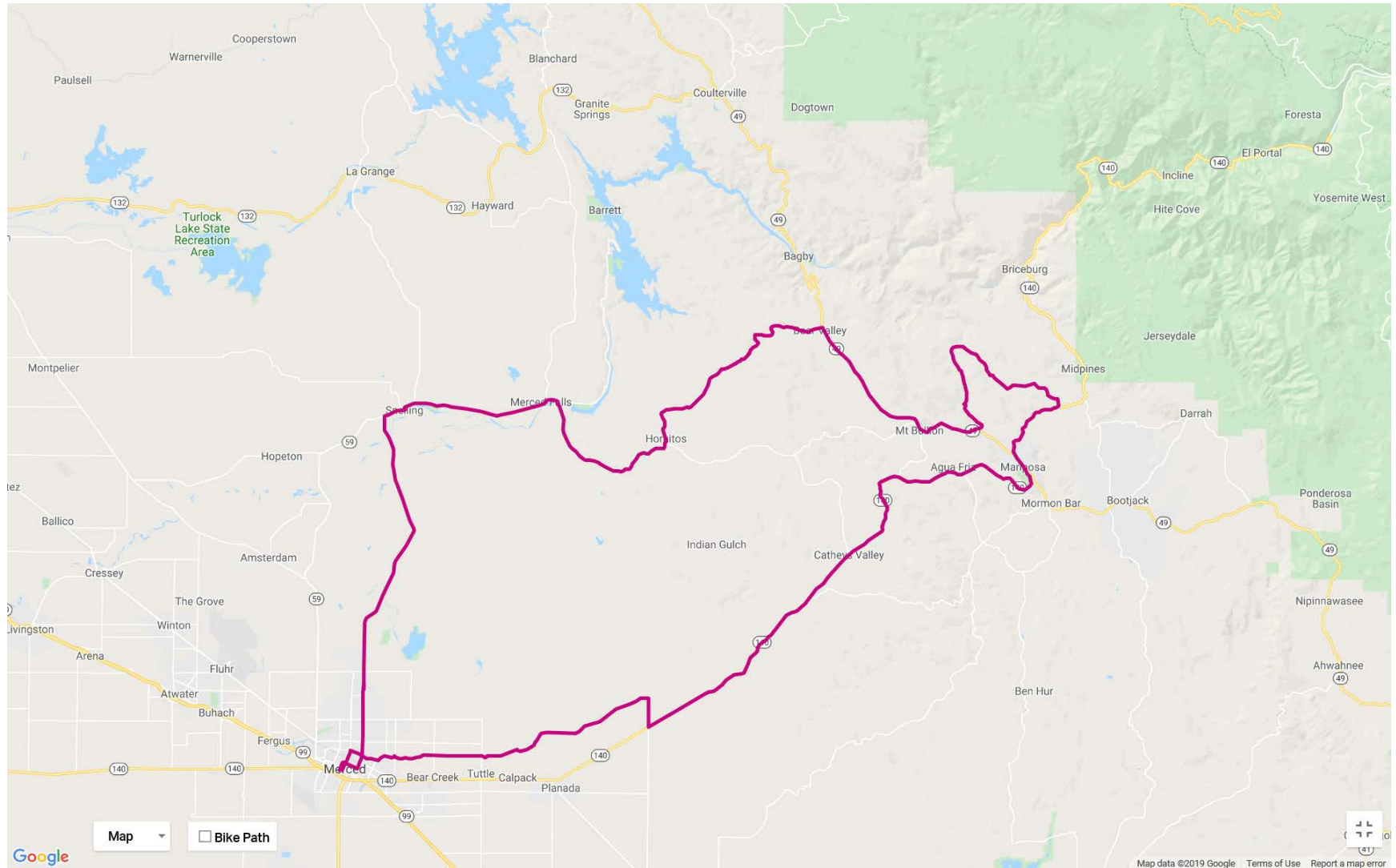
## PROPOSED 2020 ATOC ROUTES

## ATTACHMENT 3

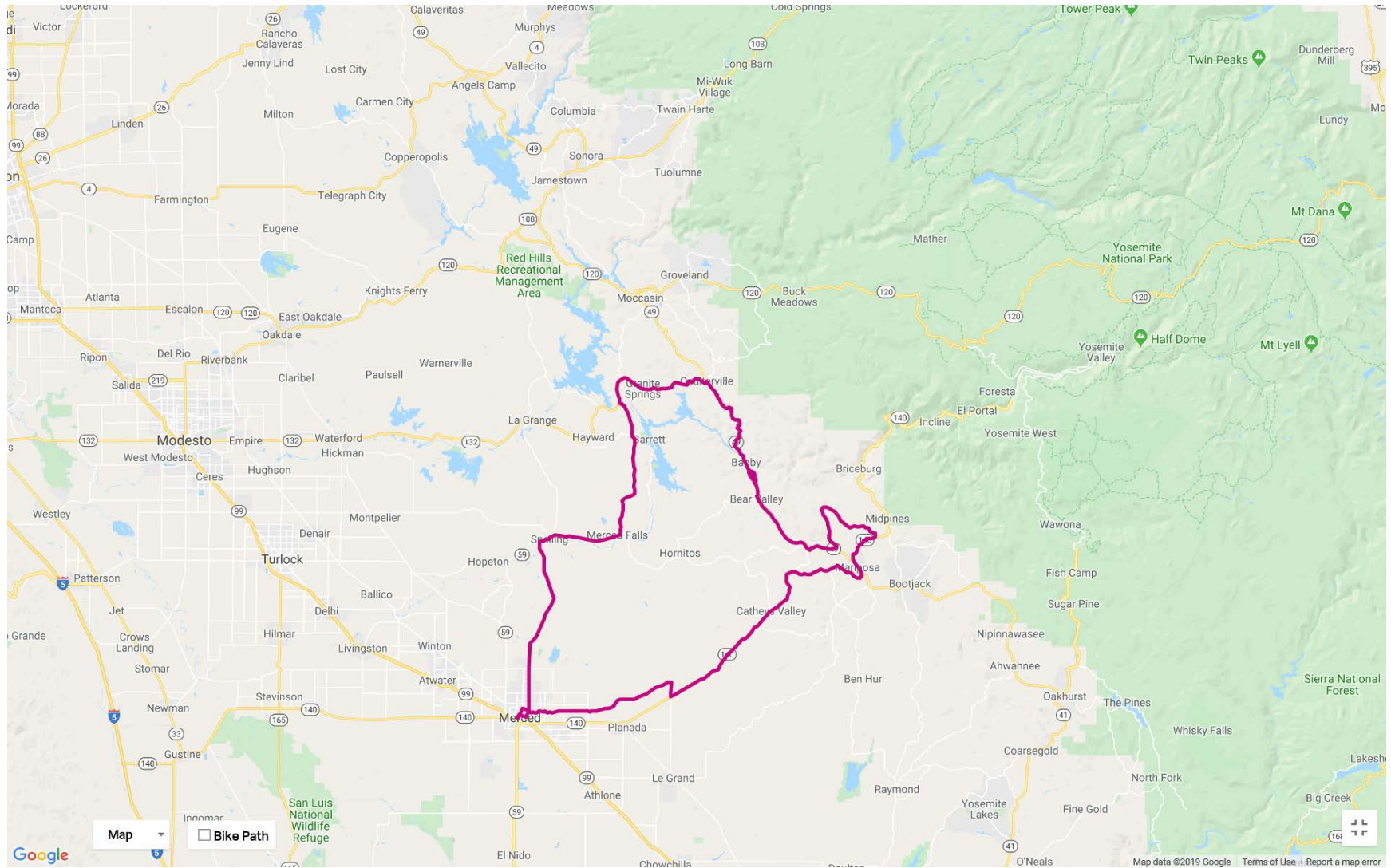
### TOC BEAR VALLEY MEN'S



## TOC Whitlock Gap Bear Mens

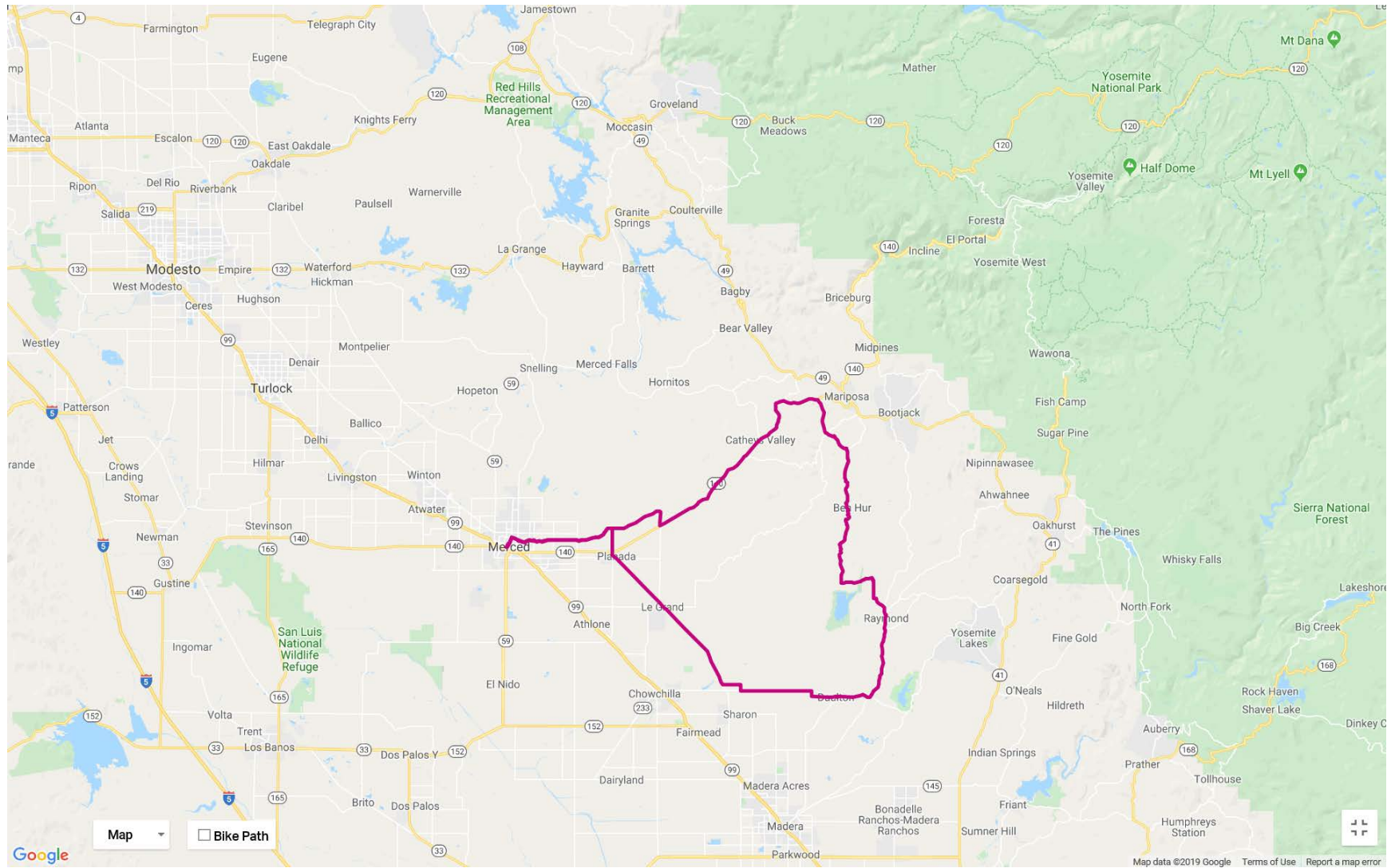


## TOC Whitlock Gap Bagby Mens

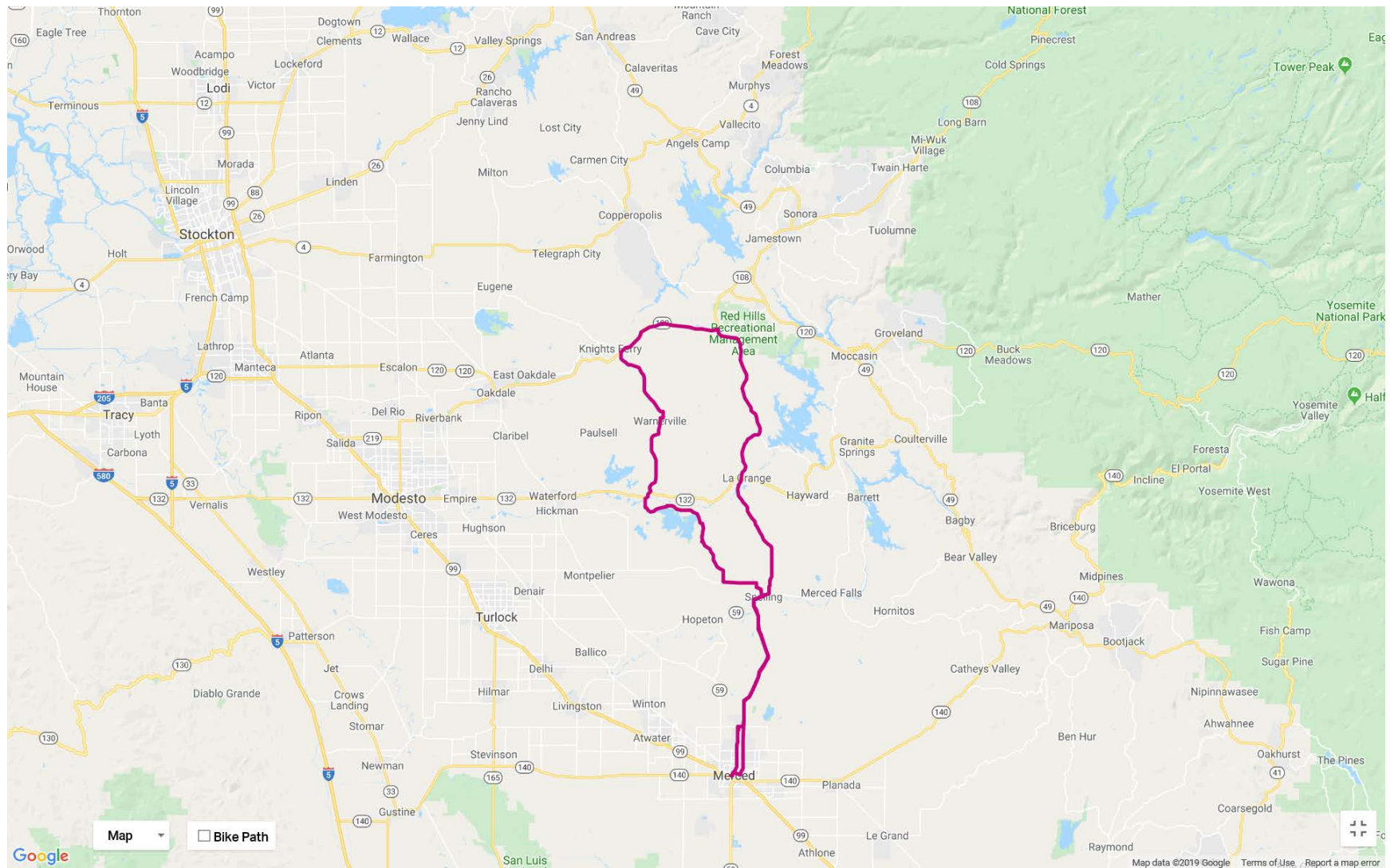




## TOC Ben Hur Mens



## TOC Crabtree Mens





# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item M.2.**

Meeting Date: 10/21/2019

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

**SUBJECT:** Discussion Regarding Options to Fill Vacancies on the City of Merced Planning Commission and Potential Appointment of Individuals to Fill the Vacancies (2 Vacancies)

### REPORT IN BRIEF

Considers options for appointing individuals to the City of Merced Planning Commission.

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Appointing individuals to one, or both of the vacant seats from the list of the qualified applicants either by Council District or At-Large at Council discretion; **or**,
- B. Directing staff to schedule a Special Meeting to conduct interviews of Planning Commission applicants.

### AUTHORITY

City of Merced Charter Section 200, Section 702 and Section 707.

### CITY COUNCIL PRIORITIES

N/A

### DISCUSSION

There are currently two vacancies on the Planning Commission one of which expires in 2021 and the other expires in 2023. Planning Commissioner Jeremy Martinez resigned from his seat in May of this year after moving out of the City limits. At the Planning Commission meeting of September 18, Planning Commission Chair Scott Drexel announced his resignation as he will be moving from the area.

With the Planning Commission being the decision making body for important planning matters, it is imperative that a quorum of members be present at each meeting. The possibility of meetings being cancelled due to a lack of quorum is more prevalent with the two vacant seats.

A map of the current district location for the five current members is attached for Council reference to assist in the event that appointments are to be considered by Council District. Council may also choose to appoint in an at-large capacity as it sees fit.

Alternatively, the Council may wish to schedule interviews of the applicants at a Special Meeting of the entire Council, as has been the practice for the past few years, or appoint a City Council subcommittee to interview the applicants and make recommendations to the entire Council at the next regular meeting. Individual Council Members may wish to interview applicants within their district before making nominations to the full Council.

The City Clerk's Office has been actively recruiting to fill positions on the Commission through newspaper ads and social media posts. The City Clerk's Office has received nine applications for the Planning Commission vacancies.

The applicants are:

Virginia Vega - District 2  
Lynn White - District 3  
Renato Domingo - District 3  
Nicholas Koenig - District 4  
Casey Steed - District 4  
Brian Pena - District 5  
Charles Reyburn - District 5  
Jessie Espinosa - District 6  
Jose Delgadillo - District 6

The current roster for the Commission is attached. The matter of appointment to this Commission is now before the Council.

### History and Past Actions

The Planning Commission, created by City Charter, studies land subdivision, planning, and zoning matters. The Commission recommends to the City Council the adoption, amendment, or repeal of the City's Master Plan for the physical development of the City. The Commission consists of seven members who are qualified electors of the City of Merced. Meetings are generally held on the first and third Wednesdays of each month at 7:00 p.m.

### **IMPACT ON CITY RESOURCES**

No impact on City resources.

### **ATTACHMENTS**

1. Current Roster
2. Planning Commission Applications
3. Map of Planning Commissioners by District



City of Merced, CA

## Planning Commission

### Board Roster



**Stephanie K Butticci**

**1st Term** Jul 01, 2019 - Jul 02, 2023

**Appointing Authority** City Council

**Position** Commissioner



**Michael J Harris**

**1st Term** Jul 01, 2017 - Jul 01, 2021

**Appointing Authority** City Council

**Position** Vice-Chair



**Mary K Camper**

**1st Term** Jul 01, 2016 - Jul 01, 2020

**Appointing Authority** City Council

**Position** Commissioner



**Robert Dylina**

**2nd Term** Jul 01, 2017 - Jul 01, 2021

**Appointing Authority** City Council

**Position** Commissioner



**Samuel J Rashe**

**1st Term** Jul 01, 2018 - Jul 01, 2022

**Appointing Authority** City Council

**Position** Commissioner



**Vacancy**

**Appointing Authority** City Council

**Position** Commissioner





## Vacancy

**Appointing Authority** City Council

**Position** Commissioner

---

**Profile**

Virginia

First Name

Vega

Middle Initial

Last Name

Castle Family Health Centers

Employer

Health Education and Outreach  
Coordinator

Job Title

Email AddressPrimary PhoneAlternate Phone

---

**Are you 18 years of age or older? (Required)**☒ Yes ☐ No

Question applies to multiple boards

---

**Do you live within the City Limits of Merced? (Required)**☒ Yes ☐ NoStreet AddressCitySuite or AptStatePostal Code

Question applies to multiple boards

---

**Are you a registered voter in the City of Merced? (Required)**☒ Yes ☐ No

---

**Which Council district do you live in? \***☒ District 2

---

**Are you currently serving on a Board or Commission? If so, please list:**

Merced County Behavioral Health Board, Merced County Binational Health Board

---

**Which Boards would you like to apply for?**

Planning Commission: Submitted

Question applies to multiple boards

---

**Highest Level of Education Completed: \***☒ Bachelor's Degree

---

---

## Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

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## Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I was born and raised in South Merced. I am currently working toward my Masters in Public Health, and I'm interested in bringing the best resources to my community. I believe this board might be a window for me to do that.

Please list your current employer and relevant volunteer experience.

I am currently employed by Castle Family Health Centers, I oversee the health education and outreach department. In my position, I manage the department and coordinate health fairs, events, and provide health education in extensive subjects. I volunteer at different community events.

What is your understanding of the roles and responsibilities of this Board or Commission?

My understanding is that I will work as a team to review and give recommendations on projects, and review zoning. We will bring these recommendations to our city council.

Do you have experience or special knowledge pertaining to this Board or Commission?

No, I don't.

Any other comments you would like to add that may assist the City Council in their decision?

As mention, I am currently in school but will finish my master's program in early 2020. During my program, I have been able to manage my full-time position and is a community advocate with different organizations and boards. I hope to be a resource for the community to bring healthier communities.

 Upload a Resume

---

## Requirements

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ A Friend

**If you selected other, please indicate how you learned about the vacancy:**

---

**Demographics**

**Ethnicity**

---

☒ Hispanic

**Gender**

---

☒ Female



Date of Birth

---

**Submission**

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

---

VV

---

**Profile**

Dorothea "lynn"

First Name

White

Middle Initial

Last Name

California Department of  
Corrections and Rehabilitation

Employer

Employee Relations Officer

Job Title

Email AddressPrimary PhoneAlternate Phone

---

**Are you 18 years of age or older? (Required)**☒ Yes ☐ No

Question applies to multiple boards

---

**Do you live within the City Limits of Merced? (Required)**☒ Yes ☐ NoStreet AddressCitySuite or AptStatePostal Code

Question applies to multiple boards

---

**Are you a registered voter in the City of Merced? (Required)**☒ Yes ☐ No

---

**Which Council district do you live in? \***☒ District 3

---

**Are you currently serving on a Board or Commission? If so, please list:**

Measure C, Personnel Board

---

**Which Boards would you like to apply for?**

Personnel Board: Submitted

Regional Airport Authority: Submitted

Citizens Oversight Committee - Measure C: Submitted

Planning Commission: Submitted

**Highest Level of Education Completed: \***

☒ Some College, No Degree

---

**Communication**

**The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?**

☒ Yes ☐ No

**If you selected no, please identify how you would like to be contacted:**

---

**Interests & Experiences**

**Tell us about yourself, and why you are applying for this particular Board or Commission:**

Would like become more involved in my community by giving back as a volunteer. I have worked in California State service for over 21 years and believe that my experience would be a great asset to the Board or Commission.

**Please list your current employer and relevant volunteer experience.**

I currently work for the California Department of Corrections and Rehabilitation as the Employee Relations/Disciplinary Officer. I am a current volunteer on the Participatory Budget Committee for Merced district 2, a member of the Merced NAACP, former Vice-President of the California Licensing/Registration Examiners Union that represents State of CA collective bargaining unit 7 (BU07). I represented BU07 employees at legislative hearing on SB 9 Safety Retirement of BU07 employees.

**What is your understanding of the roles and responsibilities of this Board or Commission?**

My understanding of the roles and responsibilities of this Board or Commission are to review or hear appeals and complaints, make recommendations and also serves in an advisory capacity to the City Council.

**Do you have experience or special knowledge pertaining to this Board or Commission?**

I am a native of Merced and come from a Ethnically diverse family and background. I was the Administrative/Operations Manager II of the Merced Department of Motor Vehicles and currently the Employee Relations Officer at CDCR. I represent the Department at various Appeals Hearings and Arbitration. I facilitate committee meetings with the 18 various Employee Collective bargaining units that represent over 1000 employees that work at Valley State Prison (VSP). I have represented VSP at Good Cause Hearings for the denial of Carry Concealed Weapon (CCW) permits endorsed by CDCR, Certified Train the Trainer (T4T) Instructor.

**Any other comments you would like to add that may assist the City Council in their decision?**

Upload a Resume

---

## Requirements

Question applies to multiple boards

### AB 1234 Ethics Training

---

---

☒ I Agree \*

Question applies to multiple boards

### Attendance Policy

---

---

☒ I Agree \*

Question applies to multiple boards

### Statement of Economic Interests - FPPC Form 700

---

---

☒ I Agree \*

Question applies to multiple boards

### Oath of Office

---

---

☒ I Agree \*

Question applies to multiple boards

### Public Scrutiny

---

---

☒ I Agree \*

Question applies to multiple boards

### How did you hear about this vacancy? \*

---

☒ Other

If you selected other, please indicate how you learned about the vacancy:

---

Mayor Mike Murphy when he addressed the members of the Merced NAACP.



---

**Demographics**

**Ethnicity**

---

☒ African American

**Gender**

---

☒ Female

Date of Birth

---

**Submission**

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

---

DLW

---

**Profile**

Renato

First Name

Domingo

Middle Initial

Last Name

Adriano &amp; Associates

Employer

Partner

Job Title

Email AddressPrimary PhoneAlternate Phone

---

**Are you 18 years of age or older? (Required)**☒ Yes ☐ No

Question applies to multiple boards

---

**Do you live within the City Limits of Merced? (Required)**☒ Yes ☐ NoStreet AddressCitySuite or AptStatePostal Code

Question applies to multiple boards

---

**Are you a registered voter in the City of Merced? (Required)**☒ Yes ☐ No

---

**Which Council district do you live in? \***☒ District 3

---

**Are you currently serving on a Board or Commission? If so, please list:**

---

No

---

**Which Boards would you like to apply for?**

---

Planning Commission: Submitted

Question applies to multiple boards

---

**Highest Level of Education Completed: \***☒ Professional Degree

---

---

## Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

---

---

## Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I have practiced law since passing the California Bar in 1987. I worked as a deputy district attorney for Los Angeles County, transitioned to private practice in 1990 and then joined my wife who is also a lawyer at Adriano & Associates, a intellectual property law firm. I now spend time reading and investing in stocks and real estate. We bought our house in Merced in May 1918 because we want to be a part of Merced's growth and I like to learn more about the path and direction of Merced's growth through the Planning Commission.

Please list your current employer and relevant volunteer experience.

I am the managing partner of Adriano & Associates. I am a member of the foundation established by the Philippine American Bar Association of Los Angeles.

What is your understanding of the roles and responsibilities of this Board or Commission?

The role of the Planning Commission is to implement the General Plan of the city's growth and development in the projects submitted to the city council for consideration and approval. The Planning Commission is there to review these plans and recommend the appropriate action by the City Council.

Do you have experience or special knowledge pertaining to this Board or Commission?

I don't have special knowledge pertaining in land use, zoning, building and safety, environmental considerations aside from my background. My undergraduate degree at Pomona College in 1983 was in geology and my law degree from Loyola Law School in 1987.

Any other comments you would like to add that may assist the City Council in their decision?

I want to serve in the Planning Commission primarily to see the many issues that arise in a city's decision to direct and implement growth especially with the expansion of UC Merced.

  
Upload a Resume

---

## Requirements

Question applies to multiple boards

**AB 1234 Ethics Training**

☒ I Agree \*

Question applies to multiple boards

**Attendance Policy**

☒ I Agree \*

Question applies to multiple boards

**Statement of Economic Interests - FPPC Form 700**

☒ I Agree \*

Question applies to multiple boards

**Oath of Office**

☒ I Agree \*

Question applies to multiple boards

**Public Scrutiny**

☒ I Agree \*

Question applies to multiple boards

**How did you hear about this vacancy? \***

☒ City Website

**If you selected other, please indicate how you learned about the vacancy:**

---

**Demographics**

**Ethnicity**

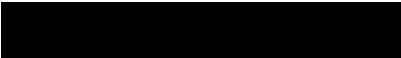
---

☒ Asian or Pacific Islander

**Gender**

---

☒ Male



Date of Birth

---

**Submission**

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

---

/Renato Domingo/

---

**Profile**

Nicholas

First Name

Koenig

Middle Initial

Last Name

WM J. KOENIG, INC.

Employer

ENROLLED AGENT

Job Title

Email AddressPrimary PhoneAlternate Phone

---

**Are you 18 years of age or older? (Required)**☒ Yes ☐ No

Question applies to multiple boards

---

**Do you live within the City Limits of Merced? (Required)**☒ Yes ☐ NoStreet AddressCitySuite or AptStatePostal Code

Question applies to multiple boards

---

**Are you a registered voter in the City of Merced? (Required)**☒ Yes ☐ No

---

**Which Council district do you live in? \***☒ District 4

---

**Are you currently serving on a Board or Commission? If so, please list:**

---

**Which Boards would you like to apply for?**

Planning Commission: Submitted

Question applies to multiple boards

---

**Highest Level of Education Completed: \***☒ Bachelor's Degree

---

## Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

---

---

## Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

---

I have lived in Merced nearly all 30 years of my life in the exception of when I lived in Fresno where I received a bachelors degree and commissioned in the Army from Fresno State. I am currently an Enrolled Agent/Accountant for my families practice at Wm. J. Koenig Inc and have served in the Army for almost 12 years (currently a Commander of a Light Reconnaissance Troop in the National Guard). My goal is to be the change I wish to see in Merced and provide a future for my children in my hometown. I would like to help bring economic stability and employment opportunities for the younger generations in Merced

Please list your current employer and relevant volunteer experience.

---

Current Employer is Wm. J. Koenig, Inc. I have been a volunteer for Knights of Clumbus Mother of Theresa Council at St. Patricks Church for the last 12 years where we have thrown fundraisers for Mary's Mantle, Alpha Crisis Pregnancy Center, OLM School, and other non-profits. When I lived in Fresno I would volunteer at CASA events and assist in the setup and tear down of numerous events.I also currently assist in some UC Merced events in regards to the setup.

What is your understanding of the roles and responsibilities of this Board or Commission?

---

As commissioners, we act as advisers to the city council in the aspects of physical development of the City of Merced and any land sub-division, planning, and zoning matters.

Do you have experience or special knowledge pertaining to this Board or Commission?

---

I do not.

Any other comments you would like to add that may assist the City Council in their decision?

---

I was deployed as a Squadron Logistician and was responsible for the transportation and safe-keeping of over \$90M worth of Army equipment. I was responsible for establishing budgets and logistical timelines for our retrograde and eventual redeployment to the United States. My tenure resulted in zero loss of equipment.

---

Upload a Resume

---

## Requirements

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ A Friend

**If you selected other, please indicate how you learned about the vacancy:**

**Demographics**



**Ethnicity**

---

☒ Caucasian/Non-Hispanic

**Gender**

---

☒ Male



Date of Birth

---

**Submission**

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

---

NAK

---

**Profile**

Casey

First Name

Steed

Middle Initial

Last Name

self

Employer

Job Title

Email AddressPrimary PhoneAlternate Phone

---

**Are you 18 years of age or older? (Required)**☒ Yes ☐ No

Question applies to multiple boards

---

**Do you live within the City Limits of Merced? (Required)**☒ Yes ☐ NoStreet AddressCitySuite or AptStatePostal Code

Question applies to multiple boards

---

**Are you a registered voter in the City of Merced? (Required)**☒ Yes ☐ No

---

**Which Council district do you live in? \***☒ District 4

---

**Are you currently serving on a Board or Commission? If so, please list:**No

---

**Which Boards would you like to apply for?**Planning Commission: SubmittedCitizens Advisory Charter Review Committee: Submitted

Question applies to multiple boards

**Highest Level of Education Completed: \***

☒ Some College, No Degree

---

## Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

---

## Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

Lived in the area for a while. Contribute to the process.

Please list your current employer and relevant volunteer experience.

Self, none

What is your understanding of the roles and responsibilities of this Board or Commission?

I understand the information as posted on the city website about the position.

Do you have experience or special knowledge pertaining to this Board or Commission?

No

Any other comments you would like to add that may assist the City Council in their decision?

No

[Upload a Resume](#)

---

## Requirements

Question applies to multiple boards

**AB 1234 Ethics Training**

☒ I Agree \*

Question applies to multiple boards

Attendance Policy

☒ I Agree \*

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☒ I Agree \*

Question applies to multiple boards

Oath of Office

☒ I Agree \*

Question applies to multiple boards

Public Scrutiny

☒ I Agree \*

Question applies to multiple boards

How did you hear about this vacancy? \*

☒ Newspaper

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☒ Unknown

Gender

☒ Male

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

---

C.S.

---

**Profile**

Brian

First Name

T

Middle Initial

Pena

Last Name

U.S. Department of Justice

Employer

Senior Officer Specialist

Job Title

Email Address

Primary Phone

Alternate Phone

---

**Are you 18 years of age or older? (Required)**☒ Yes ☐ No

Question applies to multiple boards

---

**Do you live within the City Limits of Merced? (Required)**☒ Yes ☐ No

Street Address

City

Suite or Apt

State

Postal Code

Question applies to multiple boards

---

**Are you a registered voter in the City of Merced? (Required)**☒ Yes ☐ No

---

**Which Council district do you live in? \***☒ District 5

---

**Are you currently serving on a Board or Commission? If so, please list:**

---

**Which Boards would you like to apply for?**

Planning Commission: Submitted

Question applies to multiple boards

---

**Highest Level of Education Completed: \***☒ Some College, No Degree

---

## Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

---

---

## Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

---

I have been life long resident of Merced County. In my 36 years here in Merced there has been little growth, as in, offering the resident of Merced options in fun things to do around the city, in regards to, restaurants, shopping and nightlife. I would like to change that. I would like to bring new life and change to the city of Merced, growth if you would say. I would like to bring a new look to the board and offer a new wave of thoughts and ideas, with the hopes of keeping business local and keeping businesses from leaving the city Merced.

Please list your current employer and relevant volunteer experience.

---

GL Life Insurance Agency - Owner U.S. Department of Justice - United States Penitentiary Atwater  
Planada Community Day Planning Committee (Merced County) - Volunteer/Board Member Merced  
County Binational Health Week Committee - Volunteer Merced County Behavioral Health Board -  
Volunteer/Board Member

What is your understanding of the roles and responsibilities of this Board or Commission?

---

As a Board Member, we would review applications for discretionary development within the City of Merced and recommends to the City Council to adopt, amendment, or repeal the development plans. In doing so, we would be taking into consideration the best interest of the City of Merced and it's Residents, to insure the development plans are beneficially to all.

Do you have experience or special knowledge pertaining to this Board or Commission?

---

As far as city planning, I do not have any experience. I do have experience and special knowledge in planned a variety of large and small community event within Merced County. I currently sit on a few Planning Boards and Committees in Merced County and have the best interest of the Community and City of Merced at hand.

Any other comments you would like to add that may assist the City Council in their decision?

---

Not at this time. Thank you for taking my application into consideration.

---

Upload a Resume

---

## Requirements

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ A Friend

**If you selected other, please indicate how you learned about the vacancy:**

---

**Demographics**



**Ethnicity**

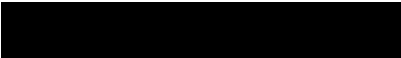
---

☒ Hispanic

**Gender**

---

☒ Male



Date of Birth

---

**Submission**

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

---

BP

---

**Profile**

Charles

First Name

W

Middle Initial

Reyburn

Last Name

MCOE Head Start

Employer

Cook

Job Title

Email AddressPrimary PhoneAlternate Phone

---

**Are you 18 years of age or older? (Required)**☒ Yes ☐ No

Question applies to multiple boards

---

**Do you live within the City Limits of Merced? (Required)**☒ Yes ☐ NoStreet AddressCitySuite or AptStatePostal Code

Question applies to multiple boards

---

**Are you a registered voter in the City of Merced? (Required)**☒ Yes ☐ No

---

**Which Council district do you live in? \***☒ District 5

---

**Are you currently serving on a Board or Commission? If so, please list:**

---

No

---

**Which Boards would you like to apply for?**

---

Planning Commission: Submitted

Question applies to multiple boards

---

**Highest Level of Education Completed: \***☒ Some College, No Degree

---

---

## Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

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## Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

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I am born and raised in Merced. I take great pride in my city and help with-in our community in various ways.

Please list your current employer and relevant volunteer experience.

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MCOE- Head Start Previously served on the measure C oversight committee. Small business owner

What is your understanding of the roles and responsibilities of this Board or Commission?

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To offer recommendations to our city council regarding business planning and helping to shape our city into a prosperous place to live for all residents.

Do you have experience or special knowledge pertaining to this Board or Commission?


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I am very familiar with Merced and the many business owners that operate with-in it. I want to be apart of shaping our community.

Any other comments you would like to add that may assist the City Council in their decision?

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I make decisions and recommendations based on the facts that are provided, the current needs of our community, and what those choices will bring our city for years to come.

  
Upload a Resume

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## Requirements

Question applies to multiple boards

**AB 1234 Ethics Training**

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☒ I Agree \*

Question applies to multiple boards

Attendance Policy

☒ I Agree \*

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☒ I Agree \*

Question applies to multiple boards

Oath of Office

☒ I Agree \*

Question applies to multiple boards

Public Scrutiny

☒ I Agree \*

Question applies to multiple boards

How did you hear about this vacancy? \*

☒ City Website

If you selected other, please indicate how you learned about the vacancy:

Self

Demographics

Ethnicity

☒ Caucasian/Non-Hispanic

Gender

☒ Male

Date of Birth

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**Submission**

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

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CWR

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**Profile**

Jessee

First Name

J.R.

Middle Initial

Espinosa

Last Name

UC Merced

Employer

Student

Job Title

Email AddressPrimary PhoneAlternate Phone

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**Are you 18 years of age or older? (Required)**☒ Yes ☐ No

Question applies to multiple boards

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**Do you live within the City Limits of Merced? (Required)**☒ Yes ☐ NoStreet AddressCitySuite or AptStatePostal Code

Question applies to multiple boards

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**Are you a registered voter in the City of Merced? (Required)**☒ Yes ☐ No

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**Which Council district do you live in? \***☒ District 6

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**Are you currently serving on a Board or Commission? If so, please list:**

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**Which Boards would you like to apply for?**

Planning Commission: Submitted

Question applies to multiple boards

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**Highest Level of Education Completed: \***☒ Associate's Degree

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## Communication

**The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?**

☒ Yes ☐ No

**If you selected no, please identify how you would like to be contacted:**

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## Interests & Experiences

**Tell us about yourself, and why you are applying for this particular Board or Commission:**

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My name is Jessee Espinosa and I would consider myself a knowledgeable Mercedian. Merced is my home and I am committed to investing in it's long term growth and success. I have lived in Merced my whole life. I spent nearly a decade attending McSwain School from kindergarten to 8th grade; I then graduated from Buhach Colony High School. On May 24, 2019 I became a proud alumni of Merced College. In the fall I look forward to beginning my university experience at the University of California, Merced. I was recently accepted into a dynamic and collaborative community leadership academy sponsored by the Merced Chamber of Commerce. This experience not only gave me valuable insight into the soul of Merced, where we are and where we are going, but, additionally, I was empowered to embrace a unique skill set that has better enabled me to be a more effective citizen of Merced. To further this experience, I took the advice given by the Chamber at our graduation ceremony to seek out positions which would make good use of the skills we learned for the betterment of the community. That is what brings me to this application. It is my view that the City of Merced Planning Commission is an ideal position to aide in the building of a better and more sustainable community, as it functions to both help build a prospective general plan for the future of the community's path, and simultaneously helps to build that path in the present time, brick by brick, case by case, through recommendation power to the city council.

**Please list your current employer and relevant volunteer experience.**

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My current occupation is a soon-to-be full time student at the University of California, Merced. I recently earned my Associate of Arts for Transfer from Merced College; during my time there I founded and led a successful debate program that attended two years of national competition where we explored through research, critical thinking and advocacy the intricacies of various government functions and policy structures. Additionally, I worked in the Merced College Student Government both as a Vice President of Judicial Affairs, and as a student representative. My governmental volunteer experience includes an internship I completed under Congressman Costa. As of May, 2019, I also am an alumni of the Leadership Merced Program, which taught us about various industries and sectors of Merced County, the problems they are facing, and approaches to better the situations. Community outreach and civic engagement is very important to me; I am an involved member of Lions International and am currently assigned as the facilitator and co-advisor for the Leo branch at Merced High. Additionally, I am a charter member of Rotary Community Corp. I am a Political Science major and am passionate about bipartisan political issues impacting intersections of government and policy. I also enjoyed assisting diverse political campaigns for local politicians during the 2018 election cycle and look forward to a lifelong career partnering with the community, policy and government.

### What is your understanding of the roles and responsibilities of this Board or Commission?

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It is my understanding that the Merced Planning Commission is tasked with helping ensure a sustainable growth path toward the future in context of the general plan. This also includes but is not limited to reviewing citizen requests to deviate from ordinance requirements and/or other zoning/housing requests; we would then deliver a recommendation for action to Merced City Council. As a responsible member of Merced's planning commission, my duties would include active and involved attendance on Wednesday's meetings at 7PM after the 1st and 3rd Monday of the month, to be knowledgeable on traditional regulatory documents including but not limited to local/state ordinances/codes and environmental documents (CEQA), to periodically update the city's general plan to be better aligned with the community's character and vision for the future. Utmost and furthermore, however, my position would require me to find a healthy balance between the public's interests and rights to access health, safety, and well-being, and the private sector's rights and business community's interests to promote sustainable economic development.

### Do you have experience or special knowledge pertaining to this Board or Commission?

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I have read extensively on the roles and responsibilities of a local planner, including but not limited to the following books and presentations: The Handbook of Urban Services: a Basic Guide for Local Government by Charles K. Coe, Planning Commission 101 by Placeworks, The Planning Commission's Role by Institute for Local Government, Land Use and Planning: Guide to Local Planning by Institute of Local Government, California Planning Guide: an Introduction to Planning in California by the Governor's Office of Planning and Research. These are preliminary readings to gain a fundamental understanding of what the position entails, and I am committed to further acquisition of knowledge during the course of my tenure on the commission. My personal, professional, and volunteer experience has equipped me with exceptional critical thinking skills leading toward finding solutions, an adaptability and open mindedness to work well with others and to listen and be inclusive of diverse perspectives. I possess committed willingness and drive to spend the time required to study and analyze materials necessary to make the best decision. I am also a life-long citizen of this city. I have over two decades of experience within the Merced community, and I plan on having decades more. My entire life, and my life's experience with the Merced community, has helped prepare me for this role.

### Any other comments you would like to add that may assist the City Council in their decision?

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I am confident I would be successful in this position. I have a high drive to achieve results, and I push myself to complete what I begin. I know I would be successful in this position, because I wouldn't allow myself to be anything but. I am aware that I am sure to encounter an issue I wasn't fully prepared for, but I believe I am bright enough and I know I'm hard-working enough to commit to figuring out how to solve the issue in front of me. My lengthy experience with debate has fostered excellent research and critical thinking skills, as well as a high quality mind for reading policy. But, beyond capability, I have a passion for this work. It's why I actively participate so much in the community, and actively engage and invest in those projects in which I am involved. There is a quote, "If you find a job you love, you'll never have to work another day in your life," and to me, that's exactly what this kind of work is for me. Serving the community on the Merced City Planning Commission would not be a job that I'm forced to go to, but exactly one I would want to spend my time doing. In addition to this, It is my firm belief that true passion and capability is a winning combination in a public policy advisor.

  
Upload a Resume

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### Requirements



☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ A Friend

**If you selected other, please indicate how you learned about the vacancy:**

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**Demographics**

**Ethnicity**

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☒ Hispanic

**Gender**

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☒ Male



Date of Birth

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**Submission**

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

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JJRE

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**Profile**

JOSE

First Name

J

Middle Initial

DELGADILLO

Last Name

RETIRED

Employer

Job Title

Email Address

Primary Phone

Alternate Phone

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**Are you 18 years of age or older? (Required)**☒ Yes ☐ No

Question applies to multiple boards

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**Do you live within the City Limits of Merced? (Required)**☒ Yes ☐ No

Street Address

City

Suite or Apt

State

Postal Code

Question applies to multiple boards

---

**Are you a registered voter in the City of Merced? (Required)**☒ Yes ☐ No

---

**Which Council district do you live in? \***☒ District 6

---

**Are you currently serving on a Board or Commission? If so, please list:**

MCAG-CAC

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**Which Boards would you like to apply for?**

Planning Commission: Submitted

Question applies to multiple boards

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**Highest Level of Education Completed: \***☒ Bachelor's Degree

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## Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

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## Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

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A current member of the Measure C Advisory Committee has strongly suggested I apply for this Commission. He and I have served in the Merced County Civil Grand Jury (five years), and as Commissioners for the Housing Authority for the County of Merced (nine years).

Please list your current employer and relevant volunteer experience.

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I retired as Senior Planner from Union Pacific Railroad in 1999. Since that time I have been very active in very simple community service. However, since I relocated from San Francisco to Merced in 2006, I have been more involved. In my past 13 years I have served in the Civil Grand Jury for five years; and nine years as Commissioner for the Housing Authority for the County of Merced; currently Vice Chair for the Merced County Association of Governments Citizen Advisory Committee.

What is your understanding of the roles and responsibilities of this Board or Commission?

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Being able to provide constructive recommendations to the City Council. I will become very familiar with everything the Council is responsible for so I and the other Commissioners provide constructive and sincere advice to the Council. The Council's performance could depend on the advice we provide to them concerning the developing of the City of Merced. My goal is to make this City a very business friendly - safe and productive.

Do you have experience or special knowledge pertaining to this Board or Commission?


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None whatsoever.

Any other comments you would like to add that may assist the City Council in their decision?

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I will reduce my participation with other community groups so I can attend as much as possible to the needs of the Planning Commission. I understand that my responsibilities will be much more than just the two meetings a month. I went through it with the Civil Grand Jury and the Housing Authority.

  
Upload a Resume

---

## Requirements

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ I Agree \*

☒ A Friend

**If you selected other, please indicate how you learned about the vacancy:**

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**Demographics**

**Ethnicity**

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☒ Hispanic

**Gender**

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☒ Male



Date of Birth

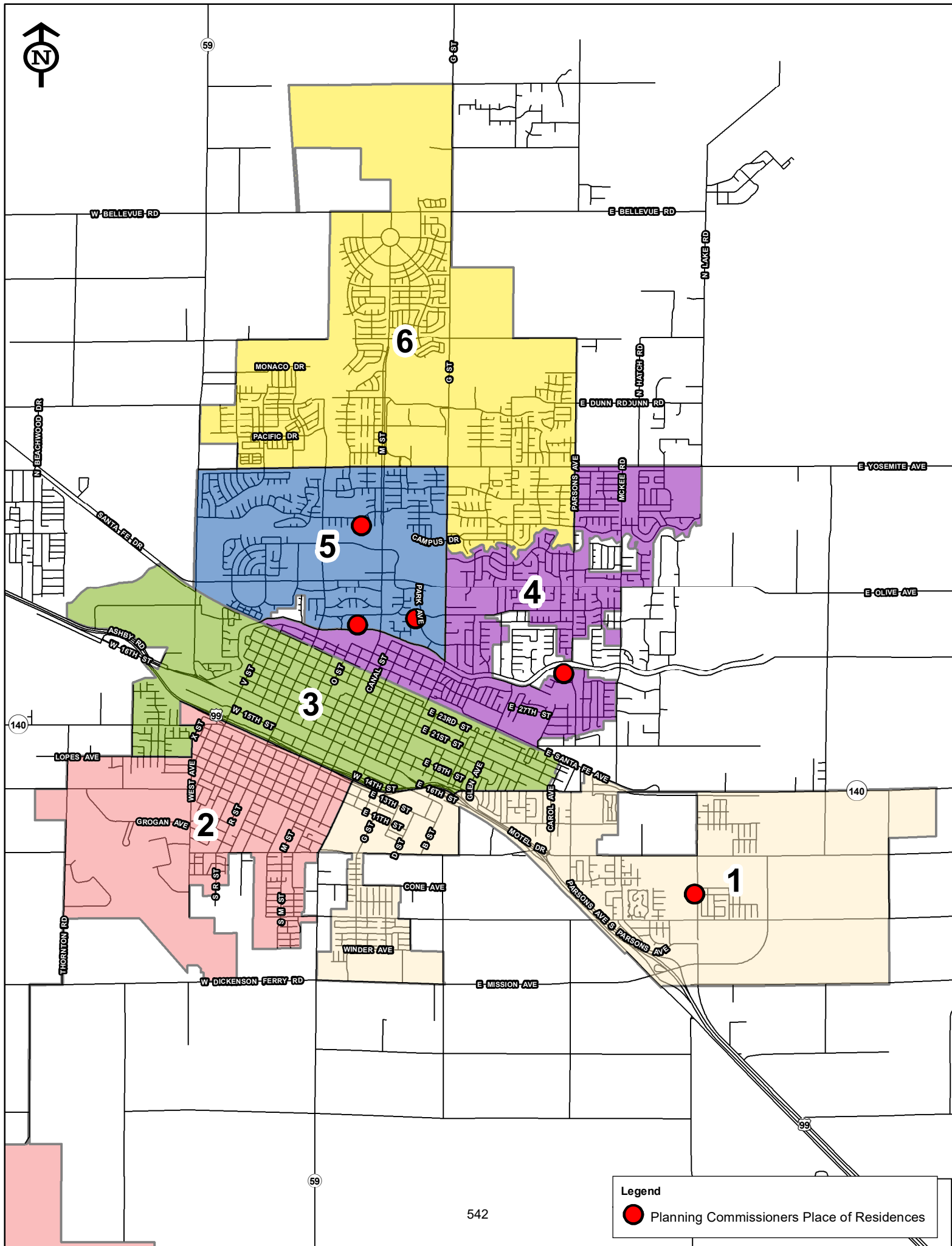
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**Submission**

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

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JJD





# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item M.3.**

Meeting Date: 10/21/2019

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**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

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**Agenda Item M.4.**

Meeting Date: 10/21/2019

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**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.