



# CITY OF MERCED

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

## Meeting Agenda

### Recreation & Parks Commission

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Monday, February 22, 2021

5:30 PM

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

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#### NOTICE TO PUBLIC

Pursuant to Governor Newsom's Executive Order N-29-20, this meeting will be conducted by teleconference and there will be no in-person public access to the meeting location.

#### WELCOME

At least 72 hours prior to each regular Board/Commission 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 relation to an open session item that are distributed to a majority of the Commission will be available for public inspection at the City Clerk's Office during regular business hours.

#### MODIFIED PUBLIC COMMENT:

Please submit your public comment to the Commission electronically no later than 1 PM on the day of the meeting. Comments received before the deadline will be sent to the Commission and will be part of the record and will be mentioned as part of the Public Comment portion of the agenda. Material may be emailed to [recreation@cityofmerced.org](mailto:recreation@cityofmerced.org) and should be limited to 300 words or less. Please specify which portion of the agenda you are commenting on, i.e. item # or Reports. Any correspondence received after the 1 PM deadline will be distributed to the Commission and retained for the official record.

You may provide telephonic comments via voicemail by calling 209-388-8950 by no later than 1 PM on the day of the meeting to be added to the public comment. Voicemails will be limited to a time limit of three (3) minutes. Please specify which portion of the agenda you are commenting on, for example, Public Comment, Item #, or Reports. Your comments will be played during the meeting to the Commission at the appropriate time.

#### INDIVIDUALS WITH DISABILITIES

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

#### A. CALL TO ORDER

#### B. PLEDGE OF ALLEGIANCE

**C. ROLL CALL****D. PUBLIC COMMENT**

Members of the public who wish to speak on any matter not listed on the agenda may provide email or voicemail comments during this portion of the meeting and should follow the guidelines posted above in the MODIFIED PUBLIC COMMENT INSTRUCTIONS to do so.

**E. SPECIAL PRESENTATIONS**

- E.1.**     [21-160](#)                      **SUBJECT:** Introduction of and General Remarks from Interim Parks and Recreation Director, Frank Quintero

**REPORT IN BRIEF**

Introduction of and General Remarks from Interim Parks and Recreation Director Frank Quintero

**RECOMMENDATION**

Information only-no action required

**F. REPORTS**

- F.1.**     [21-155](#)                      **SUBJECT:** Parks Maintenance Overview from Public Works Director, Ken Elwin and Questions and Discussion Regarding Parks Maintenance

**REPORT IN BRIEF**

Public Works Director, Ken Elwin will give an overview on Parks Maintenance with an opportunity for Commissioners' questions and discussion.

**RECOMMENDATION**

Information only-no action required

- F.2.**     [21-168](#)                      **SUBJECT:** Update from Commissioner Cardona on Presentation to Youth Council on Ways of Making Parks More Youth Friendly

**REPORT IN BRIEF**

Update from Commissioner Cardona on her presentation to the Youth Council and their feedback on making parks more youth friendly.

**RECOMMENDATION**

Information only-no action required

- F.3. [21-167](#) **SUBJECT:** Mid-Year Budget Review for Fiscal Year 2020-2021 and Quarterly Revenue Update for First Quarter of the Fiscal Year Report From Finance Officer, Venus Rodriguez

**REPORT IN BRIEF**

Finance Officer, Venus Rodriguez, will present the Fiscal Year 2020-2021 Mid-Year Financial Report and provide a quarterly revenue update.

**RECOMMENDATION**

Information only-no action required

**G. BUSINESS**

- G.1. [21-163](#) **SUBJECT:** Discussion and Identification of the Topics for the Upcoming March 15 Joint Study Session with City Council

**REPORT IN BRIEF**

Discussion on the upcoming joint study session with City Council.

**RECOMMENDATION**

Direction to staff providing a courtesy list of discussion topics to the City Council for the March 15, 2021, Joint Study Session.

- G.2. [21-126](#) **SUBJECT:** Request to Add Item to Future Agenda

**REPORT IN BRIEF**

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

- G.3. [21-125](#) **SUBJECT:** Commission Comments

**REPORT IN BRIEF**

Provides an opportunity for the Chair and/or Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the Commission 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.

**H. ADJOURNMENT**



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**File #:** 21-160

**Meeting Date:** 2/22/2021

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

**SUBJECT:** Introduction of and General Remarks from Interim Parks and Recreation Director, Frank Quintero

### REPORT IN BRIEF

Introduction of and General Remarks from Interim Parks and Recreation Director Frank Quintero

### RECOMMENDATION

Information only-no action required



## ADMINISTRATIVE REPORT

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**File #:** 21-155

**Meeting Date:** 2/22/2021

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

**SUBJECT:** Parks Maintenance Overview from Public Works Director, Ken Elwin and Questions and Discussion Regarding Parks Maintenance

### REPORT IN BRIEF

Public Works Director, Ken Elwin will give an overview on Parks Maintenance with an opportunity for Commissioners' questions and discussion.

### RECOMMENDATION

Information only-no action required

### DISCUSSION

A key component in enjoying parks is directly connected to maintenance. Commissioners often inquire into this facet of Parks and Recreation, which is managed outside of the Parks and Recreation Department. Director of Public Works, Ken Elwin, has been invited to give a parks maintenance overview and be available for Commissioner's questions to have a discussion regarding parks maintenance.

### ATTACHMENTS

1. Park Maintenance Adopted Budget 2019-2020
2. Park Maintenance Adopted Budget 2020-2021
2. Landscape RFP Park Turf Areas
3. Landscape - Parks, Center Medians (Green Horizon)

**PARKS MAINTENANCE**  
**FUND NO. 001 & 158**  
**ACCOUNT NO. 1120 & 1137**

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***DESCRIPTION***

The Parks division is responsible for the landscape maintenance of approximately 342 acres of municipal parks, landscaped areas, traffic medians, athletic fields, and open land areas, while maintaining approximately 19 miles of associated Class I bike paths.

***MISSION***

Parks Maintenance mission is to enrich the quality of life for Merced citizens and Merced communities. This will be achieved by providing exceptional parks and diverse recreational experiences for all patrons, building community image and sense of place, while preserving and protecting the City's natural resources.

***GOALS***

- ◇ Continue providing support to the Parks and Community Services Department and to the public for recreational needs. Maintain the health and condition of all public landscape areas throughout the City.
- ◇ Maintain a comprehensive herbicide and pesticide application program to sustain the health and condition of landscape areas, parks, and urban forest, while enhancing the usefulness of public facilities and open space.
- ◇ Collaborate with UC Merced, Merced College, and Community Service groups on beautification projects and public outreach events throughout the communities.
- ◇ Promote health and encourage exercise among residents and visitors by maintaining and upgrading the bicycle and footpath system throughout the City.
- ◇ Assist Street Sweeping Division in the management of the annual leaf collection program.
- ◇ Oversee maintenance of the maintenance districts (MD) and community facility districts (CFD) maintained by private landscape contractor(s) as specified by the contract.

## PARKS MAINTENANCE

<b>OBJECTIVES</b>	<b>PERFORMANCE MEASUREMENTS/INDICATORS</b>
1. Irrigation repairs in all parks, upgrading clocks, pumps and systems as needed.	Inspect all parks, establish maintenance schedule for clocks, sprinklers, and pumps.
2. Vegetation and fire reduction management within the City utility right-of-ways.	Apply herbicide applications annually, as needed, or in response to a customer service request.
3. Oversee maintenance district and CFD landscape areas that are maintained by private landscape contractor(s) as specified by contract language.	Inspect maintenance district and CFD landscaping monthly. Document findings in monthly reports to contractor and Department Head, as well as ensuring deficiencies are corrected when identified.

### ***2019/2020 Budget Highlights***

This budget includes funding for ongoing maintenance of the Applegate Rose Garden.

E X P E N S E S	Actual 2016-17	Actual 2017-18	Final Budget 2018-19	Dept. Head Request 2019-20	City Mgr Recom. 2019-20	Council Approval 2019-20
Personnel Expenses	617,380	679,060	860,752	850,899	775,878	773,364
Supplies and Services	888,892	959,011	1,035,839	1,179,130	1,103,117	1,103,117
Debt Service	0	0	0	0	0	0
Acquisitions	0	0	0	0	0	0
Capital Improvements	27,105	73,358	708	708	708	708
TOTAL	1,533,377	1,711,429	1,897,299	2,030,737	1,879,703	1,877,189

[illegible]

FINANCING SOURCES	Actual 2016-17	Actual 2017-18	Final Budget 2018-19	Estimated 2019-20
PERS-EE Share 2.5% @ 55	17,676	0	19,823	0
PERS-EE Share 2% @ 62	1,521	0	9,137	0
Unclassified	11,557	112	0	0
Sale of Equipment	0	542	0	0
Interdept DSR-Maint Dist	4,686	5,047	4,760	6,728
Interdept DSR-Refuse	8,293	6,665	8,409	5,747
Interdept DSR-CFD's	0	2,275	2,429	9,641
Other Revenues	1,489,644	1,696,788	1,852,741	1,855,073
<b>TOTAL</b>	<b>1,533,377</b>	<b>1,711,429</b>	<b>1,897,299</b>	<b>1,877,189</b>

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## PERSONNEL

## Number of Positions

Classification	Funded In Budget 2018-19	Dept.Head Request 2019-20	City Mgr. Recom. 2019-20	Council Approval
P.W. Manager - Tax Services	.25	.25	.25	.25
Public Works Spvr-Parks & Tree	.35	.35	.35	.35
Park Worker I/II/III	7.25	7.25	6.75	6.75
<b>TOTAL</b>	<b>7.85</b>	<b>7.85</b>	<b>7.35</b>	<b>7.35</b>



## BUDGET DETAIL EXPENSES

001 1120 Parks Maintenance							
ACCT. NO.	ACCOUNT DESCRIPTION	ACTUAL 2016-17	ACTUAL 2017-18	FINAL BUDGET 2018-19	DEPT. HEAD REQUEST 2019-20	CITY MGR. RECOM. 2019-20	COUNCIL APPROVAL 2019-20
531.01-00	Regular Salaries	254,677	305,114	401,278	417,019	382,963	381,139
531.03-00	Extra Help	30,929	11,528	30,000	16,000	0	0
531.04-01	Regular Overtime	17,353	21,487	20,375	16,511	16,511	16,511
531.04-04	Call Back Time Worked	3,666	3,107	3,336	3,852	3,852	3,852
531.10-05	Retirement PERS Classic	41,103	17,857	20,419	26,003	19,664	19,511
531.10-06	Social Security-OASDI	16,555	20,059	26,096	27,573	25,521	25,412
531.10-07	Social Security-Medicare	4,320	4,858	6,538	6,680	5,969	5,943
531.10-10	Retirement-PERS New Membr	4,298	5,917	11,703	9,028	12,492	12,492
531.10-12	Workers Compensation	47,745	49,742	39,908	58,754	48,081	48,081
531.10-17	Stand By Pay	3,406	3,639	2,372	13,364	13,364	13,364
531.10-20	Earned Benefit	801	1,120	3,587	7,875	7,875	7,875
531.10-21	Bilingual Pay Program	241	240	210	210	210	194
531.10-23	Uniform Cleaning	1,570	1,818	2,579	2,579	1,964	1,964
531.10-27	PTS Plan FICA Alternative	406	150	390	208	0	0
531.10-33	Core Allowance	92,607	115,230	133,558	102,190	100,769	100,383
531.10-35	Post Employment Benefits	78,506	78,755	80,674	84,657	84,657	84,657
531.10-73	Retirement UAL Misc	0	38,439	48,769	58,396	51,986	51,986
531.10-75	Ret-EE Share PERS Classic	17,676	0	19,823	0	0	0
531.10-77	Ret-EE Share PERS NewMembr	1,521	0	9,137	0	0	0
Personnel Services		617,380	679,060	860,752	850,899	775,878	773,364
532.11-00	Utilities	274,029	295,800	330,000	343,779	343,779	343,779
532.12-00	Telephone	693	1,128	1,164	1,044	1,044	1,044
532.17-00	Professional Services	186,081	222,567	218,966	230,334	262,384	262,384
532.18-00	Travel and Meetings	788	94	650	3,875	412	412
532.20-00	Training Expense	313	160	510	1,250	600	600
532.21-00	Rents/Leases	0	0	1,138	963	963	963
532.23-00	Vehicle Operations/Maint	57,100	54,657	53,591	62,147	58,535	58,535
532.24-00	Memberships, Subscription	73	0	4,456	4,674	4,674	4,674
532.25-00	Maintenance Matls & Svcs	40,280	71,327	76,768	100,768	77,618	77,618
532.26-00	Other Equipment O & M	892	395	1,424	1,877	1,000	1,000
532.27-00	Small Tools	2,751	3,053	2,794	4,275	2,445	2,445
532.28-00	Safety Supplies	2,572	1,670	2,262	3,472	2,972	2,972
532.29-00	Other Materials Supplies	19,411	13,050	24,426	71,451	24,951	24,951
532.30-01	Dept Share of Insurance	24,498	26,997	23,976	24,222	20,898	20,898
532.38-00	Support Services	31,857	31,713	30,208	31,712	29,099	29,099
532.45-00	Facilities Maint Charge	169,896	154,173	177,928	200,439	188,919	188,919
Supplies and Services		811,234	876,784	950,261	1,086,282	1,020,293	1,020,293
534.91-11	Adm Exp-Public Works	28,907	32,463	36,647	47,709	37,582	37,582
Administrative		28,907	32,463	36,647	47,709	37,582	37,582
535.92-01	Interdept DSC-General Fnd	1,128	1,191	1,640	1,640	1,640	1,640
535.92-29	Interdept DSC-Pub Works	47,524	48,524	47,242	43,450	43,553	43,553
535.92-72	Interdept DSC-Supprt Sr	99	49	49	49	49	49
Interdepartmental		48,751	49,764	48,931	45,139	45,242	45,242
637.65-00	Capital Imp. Projects	27,105	73,358	708	708	708	708
Capital Outlay		27,105	73,358	708	708	708	708
**	Parks Maintenance	1,533,377	1,711,429	1,897,299	2,030,737	1,679,703	1,877,189

**COMMUNITY FACILITIES DISTRICT**  
**FUND NOS. 150, 155, 156, 157, 158 & 164-198**  
**ACCOUNT NOS. 0911, 1164, 1024, 1137, & 1166**

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***PROGRAM***

In January 2004, the City Council adopted Resolution No. 2004-3, establishing Community Facilities District (CFD) 2003-2 (Services) and authorized levy of a Special Tax.

Fund 150 is used to account for the cost of annexing developments into the CFD, and Fund 155 is used to account for the costs to administer the districts. Funding comes from developers upon request to annex.

Funds 156, 157, 158 and 164-198 are used to account for certain authorized public services, including fire and police protection, parks maintenance, and landscape, storm drain, and flood control, that are likely to benefit the property. Funding comes from the annual special tax apportioned among the lots or parcels within the district.

Staffing details directly associated with Funds 156, 157 and 158 are displayed with Fire, Police and Parks Maintenance--the primary funding sources for those departments.

E X P E N S E S	Actual 2016-17	Actual 2017-18	Final Budget 2018-19	Dept.Head Request 2019-20	City Mgr. Recom. 2019-20	Council Approval 2019-20
Personnel Expenses	53,500	89,684	104,905	87,347	127,522	127,522
Supplies and Services	78,416	97,702	128,706	224,248	185,977	185,977
Debt Service	0	0	0	0	0	0
Acquisitions	0	0	0	0	0	0
Capital Improvements	0	0	0	0	0	0
* Undefined *	4,065	4,211	4,362	4,518	4,518	4,518
<b>TOTAL</b>	<b>135,981</b>	<b>191,797</b>	<b>237,973</b>	<b>316,113</b>	<b>318,017</b>	<b>318,017</b>

[illegible]

FINANCING SOURCES	Actual 2016-17	Actual 2017-18	Final Budget 2018-19	Estimated 2019-20
PERS-EE Share 2.5% @ 55	2,351	0	4,802	0
CFD-BelleVue Ranch East	17,962	20,257	25,576	31,767
CFD-Compass Pointe	10,125	10,465	10,881	11,505
CFD-Sandcastle	5,953	6,135	6,303	7,806
CFD-Bright Development	2,783	2,868	2,952	3,224
CFD-Merced Renaissance	1,659	1,709	1,758	1,799
CFD-Big Valley	187	193	199	204
CFD-BelleVue Ranch West	6,386	7,774	7,995	9,673
CFD-University Park	3,235	3,333	4,147	4,446
CFD-Tuscany	2,892	2,980	3,052	3,122
CFD-Provence	6,581	6,781	6,966	7,127
CFD-Alfarata Ranch	376	387	398	407
CFD-Franco	3,985	4,106	4,246	5,702
CFD-Cottages	1,542	1,686	1,758	1,799
CFD-Hartley Crossing	281	290	298	305
CFD-Crossing@River Oaks	376	388	398	407
CFD-Mohammed Apts	462	476	491	885
CFD-Sunnyview Apts	3,288	3,388	3,495	3,581
CFD-University Park II	1,601	1,650	1,692	2,579
CFD-Moraga	1,195	1,232	1,924	6,346
CFD-Mission Ranch	156	419	464	882
CFD-Cypress Terrace East	496	511	531	2,274
CFD-Meadows	597	2,202	2,388	2,443
CFD-Lantana Estates South	907	1,579	1,625	2,036
CFD-Meadows #2-Area 28	377	389	398	407
CFD-Paseo-Area 29	188	193	199	204
CFD-Mans.Est.#5-Area #33	0	0	133	338
CFD-Comp.Pte Apts-Area 35	0	0	3,000	3,070
Investment Earnings	455	581	0	0
Interdept DSR-Maint Dist	1,362	1,416	1,342	1,627
Interdept DSR-CFD's	0	663	704	1,118
Interdept DSR-Refuse	2,561	900	967	0
Trsf-CFD-BelleVue E (164)	22,650	0	27,294	27,115
Trsf-CFD-Compass P (165)	32,304	40,689	45,422	63,114
Trsf-CFD-Sandcastle (166)	23,242	32,669	33,874	28,500
Trsf-CFD-Moraga-Sp R(185)	0	0	7,000	33,652
Trsf-CFD Services De(770)	62	64	66	68
Other Revenues	22,596	33,424	23,235	48,485
<b>TOTAL</b>	<b>135,981</b>	<b>191,797</b>	<b>237,973</b>	<b>318,017</b>

[illegible]

## PERSONNEL

## Number of Positions

Classification	Funded In Budget 2018-19	Dept. Head Request 2019-20	City Mgr. Recom. 2019-20	Council Approval
Public Works Mgr-Tax Services	.10	.10	.10	.10
Public Works Spvr-Parks/Trees	.05	.05	.05	.05
Park Worker I/II/III	1.00	1.00	1.50	1.50
TOTAL	1.15	1.15	1.65	1.65

## BUDGET DETAIL EXPENSES

158-1137	CFD-PW-Parks Maintenance			FINAL	DEPT HEAD	CITY MGR	COUNCIL
ACCT. NO.	ACCOUNT DESCRIPTION	ACTUAL 2016-17	ACTUAL 2017-18	BUDGET 2018-19	REQUEST 2019-20	RECOM. 2019-20	APPROVAL 2019-20
531.01-00	Regular Salaries	27,623	56,925	61,853	53,784	78,913	78,913
531.04-01	Regular Overtime	109	163	1,107	3,190	3,190	3,190
531.04-04	Call Back Time Worked	0	9	191	0	0	0
531.10-05	Retirement PERS Classic	5,445	4,438	4,951	1,013	3,126	3,126
531.10-06	Social Security-OASDI	1,814	3,386	3,815	3,568	5,067	5,067
531.10-07	Social Security-Medicare	424	792	892	834	1,185	1,185
531.10-08	State Unemployment	0	0	0	900	900	900
531.10-10	Retirement-PERS New Membr	0	0	0	3,498	3,498	3,498
531.10-12	Workers Compensation	1,064	2,165	2,291	3,704	4,460	4,460
531.10-17	Stand By Pay	0	12	0	0	0	0
531.10-20	Earned Benefit	2,709	89	943	943	943	943
531.10-21	Bilingual Pay Program	60	60	30	30	30	30
531.10-23	Uniform Cleaning	171	106	280	280	420	420
531.10-33	Core Allowance	11,730	15,776	16,233	8,072	15,078	15,078
531.10-73	Retirement UAL Misc	0	5,963	7,517	7,531	10,712	10,712
531.10-75	Ret-EE Share PERS Classic	2,351	0	4,802	0	0	0
Personnel Services		53,500	89,884	104,905	87,347	127,522	127,522
532.11-00	Utilities	39,294	57,237	63,169	74,441	74,441	74,441
532.17-00	Professional Services	22,764	22,589	23,493	23,311	29,143	29,143
532.23-00	Vehicle Operations/Maint	2,026	557	810	3,235	3,047	3,047
532.24-00	Memberships, Subscription	0	0	317	314	314	314
532.25-00	Maintenance Matis & Svcs	3,710	5,491	0	7,200	12,558	12,558
532.27-00	Small Tools	0	0	0	0	1,340	1,340
532.28-00	Safety Supplies	0	0	0	600	1,320	1,320
532.29-00	Other Materials Supplies	0	0	0	0	5,000	5,000
532.30-01	Dept Share of Insurance	1,812	2,236	2,233	2,358	2,062	2,062
532.32-00	Vehicle Replacement Fee	1,785	1,785	1,436	1,353	1,353	1,353
532.34-00	Contingency Reserve	0	0	30,058	103,376	46,141	46,141
532.38-00	Support Services	3,448	4,303	4,209	4,402	5,620	5,620
Supplies and Services		74,839	94,198	125,725	220,590	182,339	182,339
535.92-01	Interdept DSC-General Fnd	3,577	3,504	2,981	3,278	3,260	3,260
535.92-53	Interdept DSC-Wastewater	0	0	0	380	378	378
Interdepartmental		3,577	3,504	2,981	3,658	3,638	3,638
968.93-71	Trsf-Facilities Main(671)	4,065	4,211	4,362	4,518	4,518	4,518
Other		4,065	4,211	4,362	4,518	4,518	4,518
**	CFD-PW-Parks Maintenance	135,981	191,797	237,973	316,113	318,017	318,017

## **PARKS MAINTENANCE**

- 11-00 Includes electrical, sewer, water, and refuse services at all park facilities, with the exception of 4-identified parks located within Community Facilities Districts, and share of Corporation Yard utilities
- 17-00 Reimbursement of services performed by CDF Mt. Bullion crew and Merced Irrigation District maintenance standby fees, landscape maintenance service cleanups
- 21-00 Rental of specialized tools and equipment for construction and repair, and copier machine maintenance agreement
- 24-00 Membership in California Parks and Recreation Society, structural pest control training, and reference materials
- 25-00 Graffiti abatement materials, turf maintenance program, plant materials, landfill fees, sprinkler system parts, weed control, systemic injections, and insect/rodent control
- 26-00 Maintenance of mowers, trimmers, blowers, and calibration of equipment
- 28-00 Includes specialized clothing and equipment for pesticide application, first aid kits, rubber boots, rain gear, safety glasses, and ear protection
- 29-00 Irrigation maintenance-Rose Garden at Applegate Park, playground equipment replacement parts, and fiber for playground surface areas

**PARKS MAINTENANCE****FUND NO. 001, 085 & 158****ACCOUNT NO. 1120, 1137 & 1255**

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***DESCRIPTION***

The Parks division is responsible for the landscape maintenance of approximately 342 acres of municipal parks, landscaped areas, street medians, athletic fields, and open land areas, while maintaining approximately 19 miles of associated Class I bike paths.

***MISSION***

Parks Maintenance mission is to enrich the quality of life for Merced citizens and Merced communities. This will be achieved by providing exceptional parks and diverse recreational experiences for all patrons, building community image and sense of place, while preserving and protecting the City's natural resources.

***GOALS***

- ◇ Continue providing support to the Parks and Community Services Department and to the public for recreational needs. Improve the health and condition of all public landscape areas throughout the City.
- ◇ Continue to maintain a comprehensive herbicide and pesticide application program to sustain the health and condition of landscape areas, parks, and urban forest, while enhancing the usefulness of public facilities and open space.
- ◇ Collaborate with UC Merced, Merced College, and Community Service groups on beautification projects and public outreach events throughout the community.
- ◇ Promote health and encourage exercise among residents and visitors by maintaining and upgrading the bicycle and footpath system throughout the City.
- ◇ Assist Street Sweeping Division in the management of the annual leaf collection program.
- ◇ Ensure Maintenance Districts and Community Facility Districts (CFD) are maintained by private landscape contractor(s) as specified by their contract.

## PARKS MAINTENANCE

### **OBJECTIVES**

### **PERFORMANCE MEASUREMENTS/INDICATORS**

- |   |  |
|---|--|
| 1. Irrigation repairs and upgrades of irrigation controllers, booster pumps and systems as needed.  | Inspect all parks, adhere to maintenance schedule for clocks, sprinklers, and pumps.   |
| 2. Vegetation and fire reduction management within the City utility right-of-ways.  | Apply herbicide applications annually, in response to a customer service request, or as needed. Work in conjunction with California Department of Forestry to manage large vegetation and landscape areas.                 |
| 3. Ensure Maintenance District and CFD landscape areas are maintained by private landscape contractors as specified by contract language. | Inspect maintenance district and CFD landscaping bimonthly to monthly. Document findings in monthly reports to contractor and Department Head, as well as ensuring deficiencies are corrected within an acceptable period. |

### **2020/2021 BUDGET HIGHLIGHTS**

The addition of a trailer mounted hydro-excavator will assist with facilitating timely repairs and upgrades of irrigation systems in parks, street medians, maintenance districts, community facility districts, city facilities, and various projects.



E X P E N S E S	Actual 2017-18	Actual 2018-19	Final Budget 2019-20	Dept. Head Request 2020-21	City Mgr. Recom. 2020-21	Council Approval 2020-21
Personnel Expenses *	679,060	719,244	773,364	799,479	660,505	660,505
Supplies and Services	959,011	1,050,967	1,103,117	1,195,702	1,161,651	1,161,651
Debt Service	0	0	0	0	0	0
Acquisitions	0	0	0	40,000	0	0
Capital Improvements	73,358	0	708	708	708	708
<b>TOTAL</b>	<b>1,711,429</b>	<b>1,770,211</b>	<b>1,877,189</b>	<b>2,035,889</b>	<b>1,822,864</b>	<b>1,822,864</b>

[illegible]

FINANCING SOURCES	Actual 2017-18	Actual 2018-19	Final Budget 2019-20	Estimated 2020-21
Unclassified	112	32	0	0
Sale of Equipment	542	0	0	0
Interdept DSR-Maint Dist	5,047	4,760	6,728	4,574
Interdept DSR-Refuse	6,665	8,409	5,747	5,372
Interdept DSR-CFD's	2,275	2,429	9,641	3,708
Other Revenues	1,696,788	1,754,581	1,855,073	1,809,210
<b>TOTAL</b>	<b>1,711,429</b>	<b>1,770,211</b>	<b>1,877,189</b>	<b>1,822,864</b>

[illegible]

## PERSONNEL

## Number of Positions

Classification	Funded In Budget 2019-20	Dept.Head Request 2020-21	City Mgr. Recom. 2020-21	Council Approval
P.W. Manager - Tax Services	.25	.20	.20	.20
P.W. Supervisor-Parks & Trees	.35	.30	.30	.30
Park Worker I/II	3.75	3.75	3.25	3.25 *
Lead Park Worker	3.00	3.00	3.00	3.00
<b>TOTAL</b>	<b>7.35</b>	<b>7.25</b>	<b>6.75</b>	<b>6.75</b>

\*One (1) unfunded position.

## BUDGET DETAIL EXPENSES

001-1120 Parks Maintenance							
ACCT. NO.	ACCOUNT DESCRIPTION	ACTUAL 2017-18	ACTUAL 2018-19	FINAL BUDGET 2019-20	DEPT. HEAD REQUEST 2020-21	CITY MGR. RECOM. 2020-21	COUNCIL APPROVAL 2020-21
531.01-00	Regular Salaries	305,114	352,858	381,139	384,584	307,831	307,831
531.03-00	Extra Help	11,528	0	0	0	0	0
531.04-01	Regular Overtime	21,487	23,564	16,511	16,630	16,185	16,185
531.04-04	Call Back Time Worked	3,107	2,326	3,852	3,167	3,082	3,082
531.10-05	Retirement PERS Classic	17,857	19,817	19,511	19,296	16,497	16,497
531.10-06	Social Security-OASDI	20,059	22,898	25,412	25,313	20,490	20,490
531.10-07	Social Security-Medicare	4,858	5,355	5,943	5,920	4,792	4,792
531.10-10	Retirement-PERS New Membr	5,917	7,770	12,492	15,595	11,433	11,433
531.10-12	Workers Compensation	49,742	39,908	48,081	75,682	64,481	64,481
531.10-17	Stand By Pay	3,639	8,337	13,364	10,483	10,202	10,202
531.10-20	Earned Benefit	1,120	1,316	7,875	2,980	2,900	2,900
531.10-21	Bilingual Pay Program	240	520	194	0	0	0
531.10-23	Uniform Cleaning	1,818	1,492	1,964	1,577	1,577	1,577
531.10-27	PTS Plan FICA Alternative	150	0	0	0	0	0
531.10-33	Core Allowance	115,230	105,344	100,383	99,843	68,551	68,551
531.10-35	Post Employment Benefits	78,755	80,674	84,657	81,816	81,816	81,816
531.10-73	Retirement UAL Misc	38,439	47,065	51,986	56,593	50,668	50,668
Personnel Services		679,060	719,244	773,364	799,479	660,505	660,505
532.11-00	Utilities	295,800	341,224	343,779	350,654	350,654	350,654
532.12-00	Telephone	1,128	1,155	1,044	2,952	2,952	2,952
532.17-00	Professional Services	222,567	211,619	262,384	262,803	262,803	262,803
532.18-00	Travel and Meetings	94	624	412	1,395	1,116	1,116
532.20-00	Training Expense	160	355	600	750	600	600
532.21-00	Rents/Leases	0	0	963	3,043	3,043	3,043
532.23-00	Vehicle Operations/Maint	54,657	58,273	58,535	70,475	65,920	65,920
532.24-00	Memberships, Subscription	0	2,969	4,674	4,013	4,013	4,013
532.25-00	Maintenance Matls & Svcs	71,327	82,760	77,618	88,251	78,251	78,251
532.26-00	Other Equipment O & M	395	514	1,000	1,627	1,627	1,627
532.27-00	Small Tools	3,053	1,615	2,445	2,860	2,860	2,860
532.28-00	Safety Supplies	1,670	2,713	2,972	4,772	4,772	4,772
532.29-00	Other Materials Supplies	13,050	29,306	24,951	26,451	26,451	26,451
532.30-01	Dept Share of Insurance	26,997	23,976	20,898	29,691	30,923	30,923
532.35-84	Retro Fee Expense	0	150	0	0	0	0
532.38-00	Support Services	31,713	30,208	29,099	25,133	19,919	19,919
532.45-00	Facilities Maint Charge	154,173	177,928	188,919	231,835	224,462	224,462
Supplies and Services		876,784	965,389	1,020,293	1,106,705	1,080,366	1,080,366
533.43-00	Machinery/Equipment	0	0	0	40,000	0	0
Property		0	0	0	40,000	0	0
534.91-11	Adm Exp-Public Works	32,463	36,647	37,582	42,228	35,544	35,544
Administrative		32,463	36,647	37,582	42,228	35,544	35,544
535.92-01	Interdept DSC-General Fnd	1,191	1,640	1,640	1,533	1,533	1,533
535.92-29	Interdept DSC-Pub Works	48,524	47,242	43,553	45,187	44,159	44,159
535.92-72	Interdept DSC-Supprt Sr	49	49	49	49	49	49
Interdepartmental		49,764	48,931	45,242	46,769	45,741	45,741
637.65-00	Capital Imp. Projects	73,358	0	708	708	708	708
Capital Outlay		73,358	0	708	708	708	708
**	Parks Maintenance	1,711,429	1,770,211	1,877,189	2,035,889	1,822,864	1,822,864

**COMMUNITY FACILITIES DISTRICT**  
**FUND NOS. 150, 155, 156, 157, 158 & 164-198**  
**ACCOUNT NOS. 0911, 1164, 1024, 1137, & 1166**

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***PROGRAM***

In January 2004, the City Council adopted Resolution No. 2004-3, establishing Community Facilities District (CFD) 2003-2 (Services) and authorized levy of a Special Tax.

Fund 150 is used to account for the cost of annexing developments into the CFD, and Fund 155 is used to account for the costs to administer the districts. Funding comes from developers upon request to annex.

Funds 156, 157, 158 and 164-194 are used to account for certain authorized public services, including fire and police protection, parks maintenance, and landscape, storm drain, and flood control, that are likely to benefit the property. Funding comes from the annual special tax apportioned among the lots or parcels within the district.

Staffing details directly associated with Funds 156, 157 and 158 are displayed with Fire, Police and Parks Maintenance--the primary funding sources for those departments.

## CFD-PW-Parks Maintenance

ACCOUNT NO. 1137

EXPENSES	Actual 2017-18	Actual 2018-19	Final Budget 2019-20	Dept.Head Request 2020-21	City Mgr. Recom. 2020-21	Council Approval 2020-21
Personnel Expenses	89,884	80,469	127,522	146,728	178,995	178,995
Supplies and Services	97,702	90,570	185,977	266,783	241,375	241,375
Debt Service	0	0	0	0	0	0
Acquisitions	0	0	0	0	0	0
Capital Improvements	0	0	0	0	0	0
* Undefined *	4,211	4,362	4,518	4,679	4,679	4,679
TOTAL	191,797	175,401	318,017	418,190	425,049	425,049

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FINANCING SOURCES	Actual 2017-18	Actual 2018-19	Final Budget 2019-20	Estimated 2020-21
CFD-Bellevue Ranch East	20,257	27,416	31,767	34,690
CFD-Compass Pointe	10,465	10,952	11,505	11,818
CFD-Sandcastle	6,135	6,323	7,806	9,489
CFD-Bright Development	2,868	2,956	3,224	4,415
CFD-Merced Renaissance	1,709	1,762	1,799	1,842
CFD-Big Valley	193	199	204	209
CFD-Bellevue Ranch West	7,774	8,012	9,673	15,885
CFD-University Park	3,333	4,162	4,446	4,554
CFD-Tuscany	2,980	3,072	3,122	3,198
CFD-Provence	6,781	6,989	7,127	7,300
CFD-Alfarata Ranch	387	399	407	417
CFD-Franco	4,106	4,398	5,702	7,543
CFD-Cottages	1,686	1,771	1,799	1,842
CFD-Tuscany East	0	0	0	1,634
CFD-Hartley Crossing	290	299	305	313
CFD-Crossing@River Oaks	388	399	407	487
CFD-Mohammed Apts	476	491	885	908
CFD-Sunnyview Apts	3,388	3,492	3,581	3,673
CFD-University Park II	1,650	1,701	2,579	4,449
CFD-Moraga	1,232	2,439	6,346	10,915
CFD-Mission Ranch	419	598	882	1,390
CFD-Cypress Terrace East	511	527	2,274	3,511
CFD-Meadows	2,202	2,403	2,443	2,503
CFD-Lantana Estates South	1,579	1,993	2,036	2,086
CFD-Meadows #2-Area 28	389	400	407	417
CFD-Paseo-Area 29	193	199	204	209
CFD-Highland Park-Area 30	0	0	0	695
CFD-Mans.Est.#5-Area #33	0	66	338	659
CFD-Comp.Pte Apts-Area 35	0	2,994	3,070	3,144
Investment Earnings	581	1,001	0	0
Interdept DSR-Maint Dist	1,416	1,333	1,627	2,595
Interdept DSR-CFD's	663	700	1,118	2,384
Interdept DSR-Refuse	900	967	0	0
Trsf-CFD-Bellevue E (164)	0	27,294	27,115	31,438
Trsf-CFD-Compass P (165)	40,689	45,422	63,114	67,200
Trsf-CFD-Sandcastle (166)	32,669	33,874	28,500	65,492
Trsf-CFD-Moraga-Sp R(185)	0	7,000	33,652	37,235
Trsf-CFD Services De(770)	64	66	68	70
Other Revenues	33,424	38,668	48,485	78,440
TOTAL	191,797	175,401	318,017	425,049

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## P E R S O N N E L

## Number of Positions

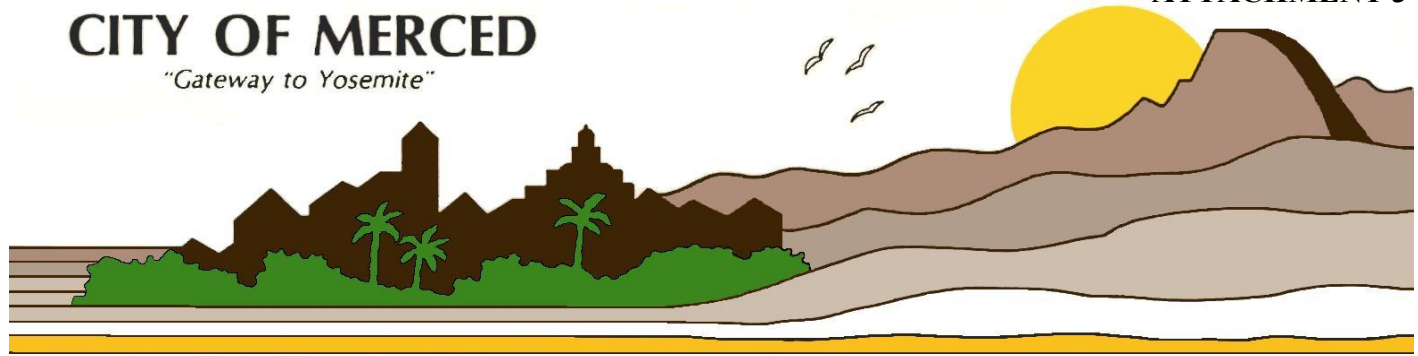
Classification	Funded In Budget 2019-20	Dept. Head Request 2020-21	City Mgr. Recom. 2020-21	Council Approval
Public Works Mgr-Tax Services	.10	.15	.15	.15
Public Works Spvr-Parks/Trees	.05	.10	.10	.10
Park Worker I/II or Lead Park Worker	1.50	1.50	2.00	2.00
TOTAL	1.65	1.75	2.25	2.25

## BUDGET DETAIL EXPENSES

158-1137	CFD-PW-Parks Maintenance						
ACCT. NO.	ACCOUNT DESCRIPTION	ACTUAL 2017-18	ACTUAL 2018-19	FINAL BUDGET 2019-20	DEPT. HEAD REQUEST 2020-21	CITY MGR. RECOM. 2020-21	COUNCIL APPROVAL 2020-21
531.01-00	Regular Salaries	56,925	49,148	78,913	91,198	113,887	113,887
531.04-01	Regular Overtime	163	2,486	3,190	3,278	3,190	3,190
531.04-04	Call Back Time Worked	9	391	0	0	0	0
531.10-05	Retirement PERS Classic	4,438	841	3,126	3,617	5,804	5,804
531.10-06	Social Security-OASDI	3,386	3,338	5,067	5,843	7,178	7,178
531.10-07	Social Security-Medicare	792	781	1,185	1,367	1,679	1,679
531.10-08	State Unemployment	0	0	900	0	0	0
531.10-10	Retirement-PERS New Membr	0	3,078	3,498	4,652	4,527	4,527
531.10-12	Workers Compensation	2,165	2,291	4,460	6,455	5,499	5,499
531.10-17	Stand By Pay	12	1,599	0	0	0	0
531.10-20	Earned Benefit	89	443	943	994	967	967
531.10-21	Bilingual Pay Program	60	59	30	0	0	0
531.10-23	Uniform Cleaning	106	227	420	252	252	252
531.10-33	Core Allowance	15,776	8,482	15,078	15,652	22,505	22,505
531.10-73	Retirement UAL Misc	5,963	7,255	10,712	13,420	13,507	13,507
531.35-84	Retro Fee Expense	0	50	0	0	0	0
Personnel Services		89,884	80,469	127,522	146,728	178,995	178,995
532.11-00	Utilities	57,237	47,372	74,441	75,929	75,929	75,929
532.12-00	Telephone	0	0	0	248	248	248
532.17-00	Professional Services	22,589	22,589	29,143	29,198	29,198	29,198
532.23-00	Vehicle Operations/Maint	557	881	3,047	7,425	6,945	6,945
532.24-00	Memberships, Subscription	0	317	314	618	618	618
532.25-00	Maintenance Matls & Svcs	5,491	8,552	12,558	17,000	17,000	17,000
532.27-00	Small Tools	0	0	1,340	1,340	1,340	1,340
532.28-00	Safety Supplies	0	0	1,320	1,320	1,320	1,320
532.29-00	Other Materials Supplies	0	0	5,000	7,500	7,500	7,500
532.30-01	Dept Share of Insurance	2,236	2,233	2,062	3,765	4,342	4,342
532.32-00	Vehicle Replacement Fee	1,785	1,436	1,353	1,154	1,154	1,154
532.34-00	Contingency Reserve	0	0	46,141	109,098	84,158	84,158
532.38-00	Support Services	4,303	4,209	5,620	5,532	5,117	5,117
Supplies and Services		94,198	87,589	182,339	260,127	234,869	234,869
535.92-01	Interdept DSC-General Fnd	3,504	2,981	3,260	3,387	3,310	3,310
535.92-22	Interdept DSC-Streets	0	0	0	1,488	1,455	1,455
535.92-53	Interdept DSC-Wastewater	0	0	378	1,781	1,741	1,741
Interdepartmental		3,504	2,981	3,638	6,656	6,506	6,506
968.93-71	Trsf-Facilities Main(671)	4,211	4,362	4,518	4,679	4,679	4,679
Other		4,211	4,362	4,518	4,679	4,679	4,679
**	CFD-PW-Parks Maintenance	191,797	175,401	318,017	418,190	425,049	425,049

## **PARKS MAINTENANCE**

- 11-00 Includes electrical, sewer, water, and refuse services at all park facilities, with the exception of 4-identified parks located within Community Facilities Districts, and share of Corporation Yard utilities.
- 17-00 Reimbursement of services performed by CDF Mt. Bullion crew and Merced Irrigation District maintenance standby fees, landscape maintenance service agreements, and DMV license renewals, upgrades, and physicals.
- 21-00 Rental of specialized tools and equipment for construction and repair, rental of portable toilets.
- 24-00 Computer licensing fees, membership in California Parks and Recreation Society and California Association of Pest Control, Merced County pesticide permit fee.
- 25-00 Turf maintenance program, plant materials, landfill fees, sprinkler system parts, weed control, systemic injections, and insect/rodent control.
- 26-00 Maintenance of mowers, edgers, blowers, weed eaters, and calibration of equipment.
- 28-00 Includes specialized clothing and equipment for pesticide application, first aid kits, rubber boots, rain gear, safety glasses, ear protection, cones and barricades.
- 29-00 Irrigation maintenance at Applegate Park Rose Garden, playground equipment replacement parts, fibar for playground surface areas.



## REQUEST FOR PROPOSALS

### PARKS LANDSCAPE MAINTENANCE SERVICES

The City of Merced Public Works Department invites your proposal to perform landscape maintenance services on City-owned landscape park turf areas. (Please See Attachment "B" Scope of Services and Attachment "C" for Park Locations/Annual Bid Sheet)

For all proposals over \$15,000 the proposer is required to abide by all applicable provisions of the Labor Code, including payment of the minimum prevailing wage rate as determined by the State Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a proposal or be awarded a contract for public work unless registered with the DIR pursuant to the Labor Code. This project is subject to compliance monitoring and enforcement by the DIR.

A **Class C-27** landscaping contractor's license is required at the time your proposal is submitted. The contract agreement will be for a period of twenty-four (24) months, commencing on July 1, 2019 and ending on June 30, 2021. The City has the option to extend the terms of the agreement for one-to-three additional periods of one-year, ending on June 30, 2024.

You are hereby invited to submit a proposal based upon the requirements and conditions set forth in this RFP.

#### **Proposal Submission:**

Three (3) copies of the completed proposal must be submitted no later than 4:30 p.m. on Thursday, April 11, 2019.

#### **Fee Proposal:**

One (1) copy of a separate Park Locations and Annual Bid Sheet Proposal must be submitted in a separate sealed envelope marked "Park Locations and Annual Bid Sheet".

#### **Mailing Instructions:**

Carl Brown  
Tax Services Manager  
City of Merced Public Works  
1776 Grogan Avenue  
Merced, CA 95341



## Request for Proposals

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### **Inquiries:**

Questions pertaining to the RFP should be directed in writing, no later than 72 hours prior to proposal submission to:

Carl Brown, Tax Services Manager, phone number (209)385-6806, [brownc@cityofmerced.org](mailto:brownc@cityofmerced.org).

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### Attachments:

- A. Form of Agreement
- B. Scope of Services
- C. Park Locations and Annual Bid Sheet

## **OBJECTIVE**

The City of Merced Public Works Department is seeking a qualified vendor to perform maintenance, inspection, repairs, and winterization of irrigation systems; weed control; disease and pest control; pruning of shrubs, trees, groundcover, and other vegetation; litter removal; fertilization; replacement of plant material; turf maintenance, including mowing and edging; groundcover maintenance; traffic control setup; and dust control maintenance.

See **Attachment B – “Scope of Services”** for a detailed description of all work to be performed and **Attachment C – “Park Locations and Itemized Fee Proposal Sheet”** for a complete listing of all park maintenance areas.

## **METHOD OF COMPENSATION**

Increases in compensation for the three-year extension period will be determined by the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI)-All Urban Consumers West report. At no time, will the compensation amount fall below the previous year’s contract amount. The base month and year for calculating potential CPI increases will begin on January 1, 2021, and each succeeding year thereafter during the extension period. At no time will the CPI increase exceed 3% annual.

Any necessary services outside the scope of the work must be identified and approved in advance by the City of Merced Public Works Director or his designee. In addition, no change orders or contract amendments will be considered without prior authorization from the City Public Works Director or his designee.

## **SPECIAL ISSUES AND REQUIREMENTS**

Form and Execution of Contract. The form of contract is Attachment A. It shall be executed and returned with the Consultant’s proposal. If the Consultant is unable to execute the Contract, then the Consultant’s proposal will be deemed incomplete and not considered.

Labor Code. The Consultant shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker’s compensation.

Prevailing Wage. If the proposal exceeds \$15,000 the contractor shall abide by the following:

**The proposer is required to abide by all applicable provisions of the Labor Code, including payment of the minimum prevailing wage rate as determined by the State Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal or be awarded a contract for public work unless registered with the DIR pursuant to the Labor Code. This project is subject to compliance monitoring and enforcement by the DIR.**

Insurance. The Consultant shall also meet the insurance requirements in Section 9 of the contract, including liability insurance in the amount of \$1,000,000, naming the Agency as additional insured.

Conflict of Interest. The Consultant must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

## **PROPOSAL CONTENT**

The City requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP; it must contain information covering the following topics:

- a. Cover Letter. The RFP shall include a cover letter signed by the team representative authorized to sign contracts stating interest and ability to perform the work.
- b. Project Experience. The RFP shall list and describe previous experience and expertise with providing high quality landscape maintenance service to special districts and project management, including a description of a minimum of three such projects.
- c. Project Understanding. The RFP shall include a summary of the teams understanding of the work to be provided to the City of Merced as well as any recommendations regarding needed services.
- d. Special Requirements. The RFP shall include a statement of understanding and compliance with the special requirements listed herein. Provide verification of licensing.
- e. References. The RFP shall include information on three (3) references that may be contacted to discuss the reference's experience with the team.
- f. Fee Estimates. Each proposal shall include a fee estimate for providing services and must be contained in a sealed envelope separate from the proposal. Proposer must submit cost proposal in the form of **Attachment C – “Park Locations and Annual Bid Sheet”**.

**PLEASE NOTE:** The City does not pay for services in advance. Therefore, do not propose contract terms that call for upfront payments or deposits.

## **PROPOSAL SELECTION**

RFP submittal will be reviewed for completeness and qualifications by City representatives. The City representative will negotiate with the top-ranked proposer(s) to determine the final award.

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right, without qualification, to:

- Select any proposal when such action is considered to be in the best interest of the City;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Approve or disapprove the use of particular subcontractors;
- Accept other than the lowest offer;
- Exercise discretion and apply its judgment with respect to selection of any proposals submitted;
- Waive informalities and irregularities in the Proposals;
- Negotiate with any, all or none of the Proposers;
- Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

### **PROTEST PROCESS**

A Vendor that submits a proposal that is disqualified may challenge the disqualification by filing a protest within seven (7) calendar days of the date of the City's notice of disqualification. Staff recommendations to award the agreement(s) to a particular Vendor or Vendors shall be posted on the City's website. An unsuccessful Vendor may file a protest no later than seven calendar days after the recommendation is posted on the website, except for protests regarding disqualification, which must be protested within seven days of the disqualification notice. All protests shall be in writing, filed with the Tax Services Manager, Carl Brown, and include the following:

- RFP Name;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Tax Services Manager will render a written decision within 30 days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.

## **PUBLIC RECORD**

Responses to this RFP become the exclusive property of the City of Merced. At such time as the Public Works Department recommends a firm to the City Council, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Merced may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

## **WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

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**All submittals shall be submitted in writing.** Any exceptions to the requirements stated herein shall be clearly stated in the submittal, and may be grounds for being declared non-responsive.

All correspondence or communications in reference to this RFPs shall be directed to:

Carl Brown  
Tax Services Manager  
City of Merced  
1776 Grogan Avenue  
Merced, CA 95341  
(209) 385-6806  
[brownc@cityofmerced.org](mailto:brownc@cityofmerced.org)

All cost for preparation of the submittals shall be borne by the applicant, and submittals received shall become the property of the City, whether accepted or rejected. Incomplete submittals may be rejected as non-responsive. The City reserves the right to reject any and all proposals submitted in response to the RFP.

# ATTACHMENT A

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and \_\_\_\_\_, a \_\_\_\_\_, whose address of record is \_\_\_\_\_ (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to \_\_\_\_\_; and,

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

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

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the \_\_\_\_\_ services described in Exhibit "A" attached hereto.

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

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "B" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance

with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$\_\_\_\_\_.

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

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

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

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

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City,



Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

b. General Liability.

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

c. Automobile Insurance.

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

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

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

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

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

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

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

11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is

based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

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

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney                      Date

ACCOUNT DATA:

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

CONSULTANT

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

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

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

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

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

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

# **ATTACHMENT B**

Landscape Maintenance Services - Mowing & Edging

Page 1 of 6

March 28, 2019

## **Landscape Maintenance Services - Mowing and Edging**

### **Scope of Service**

- The contractor shall provide Landscape Maintenance-Mowing and edging of approximately 179 acres of parks and street center-medians within the City of Merced. (see attachment)
- The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. The contractor shall provide, without extra charge, all incidental items required as part of the work even though not particularly specified or indicated.
- The Scope of Service is to be used as a general guide and is not intended to be a complete list of all services necessary to complete the project.
- The contractor shall be liable for all damages done as a result of mower/edger or related operations to fixed objects such as sprinklers, backflows, signs, posts and all vegetation, including turf, trees, shrubs, and desirable natural growth. Damages shall include among others things: skinning, scraping, or gouging of trees or shrubs, and rutting, scalping or tearing of turf.
- The contractor shall furnish all transportation, equipment and necessary supplies including but not restricted to: mowers, edgers, and blowers.
- The contractor shall furnish, operate, and maintain, suitable and adequate equipment necessary to perform all tasks described in scope of service.
- The equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times.



- Equipment which in any way pulls or rips grass or damages the turf shall not be allowed to operate under this contract. All equipment will be of such a type so that the height of cut can be adjusted to a minimum 2" and maximum of 4".
- The contractor shall have enough equipment and personnel to complete each mowing and edging cycle at each site contracted for.
- Mowing cycles shall be completed weekly through the months of March through October, and as necessary when conditions permit in November through February.
- Grass shall not be allowed to reach a height of five (5) inches or more and shall be mowed to the minimum height of two (2) inches. All elements of the lawn maintenance cycle shall be completed the same day they are started.
- No partial mowing will be allowed unless the weather forces a delay. If rain or excessively wet turf conditions exist, contractor shall finish the cycle as soon as favorable conditions exist. Clippings shall be removed if visible after mowing and removed at the contractor's expense.
- No clippings shall be disposed of in or on City property unless a prior agreement has been made. Crews shall not blow debris into street/curb or storm drains. Contractor must follow all current Federal, State and Local Best Management Practices.
- Contractor shall edge along all walks and curb areas every mowing. Edging shall not be wider than ½ inch from edge of sidewalks to lawn surface. All edging debris shall be removed from walkways and curb areas and disposed of at contractor's expense.
- No mowing or edging shall be done on weekends, unless approval is obtained by Contract Administrator.

- The contractor shall perform no additional work/service, unless approved in advance by the Public Works Director or designee stating the dollar value of the services, method of payment, and any adjustment in contract time. Any work done without the permission of the City is a gift from the contractor.
- Contractor must notify City of all irrigation issues within 24 hours, i.e. broken sprinklers, overwatering/flooded areas hindering completion of the mow cycle.
- The work described herein shall have duration of 24 months. A single three-year extension may be made based upon the good performance of the contractor and sufficient funds in City's budget. The completed work will be paid for as service rendered monthly. If service has not been performed in accordance with the agreement liquidated damage will be assessed. Annual CPI increases will be calculated using United States Department of Labor, All Urban Consumer-Western Region.

## **Landscape Maintenance Services - Ray Flanagan Park - Mowing, Edging, Pruning, and Irrigation Repair**

### **Scope of Service**

#### **Pruning-General**

All shrubs and trees shall be pruned as required to maintain them in a healthy growing condition. Pruning is to be done in a manner which promotes the plants' natural growth characteristics. Hedging, shearing, or other sever pruning will not be allowed except with prior approval.

Growth shall be kept within reasonable bounds to prevent its encroachment into walks, passageways, and streets.

All dead, dying, or damaged branches shall be removed immediately. All cuts shall be made cleanly with no stubs or projections remaining.

#### **Trees-General**

The contractor shall be responsible for all pruning that can be reached with a 12-foot pole-saw by a person standing on the ground. All trees are to be maintained in their natural shape.

Newly planted trees are to be staked, pruned, and shaped to promote their eventual development into strong, healthy representatives of their species. Until young trees are strong enough to stand alone, they shall be flex-tied between two approved 2-inch by 2-inch by 8-foot treated tree stakes. Split plastic hose or black tire casing held in place by 12-gauge wire shall be used to secure the young trees. Tree ties to be inspected often for signs of girdling or abrasion.

The contractor shall bring to the attention of the Director of Public Works or his designee within 24 hours of any tree which shows signs of root heaving, leaning, having hanger limbs, or in some manner constituting a safety hazard.

### IRRIGATION - GENERAL

Irrigation shall be done with the use of automatic or manual sprinkler systems where available and operable. Failure of an existing system to provide full and adequate coverage shall not relieve the contractor of the responsibility to provide proper coverage of all areas. Providing any supplementary hoses, sprinklers, nozzles, etc., necessary to accomplish full coverage shall be the contractor's responsibility.

#### A. Maintenance

The contractor shall maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making whatever adjustments necessary to prevent excessive run-off time into streets or other areas not intended to be irrigated. Care shall be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

The contractor shall, at no cost to the City, keep controller or valve boxes free of dirt and debris; repair, replace, clean, adjust, straighten, raise or lower the following sprinkler system components as it relates to maintenance of the landscape areas:

1. sprinkler heads;
2. sprinkler caps;
3. sprinkler head risers;
4. Valve covers;
5. Valve boxes;
6. Valve box lids, including electrical pull boxes and lids;
7. Valve sleeves;
8. Quick coupler valves and caps;
9. Hose bibs.

## B. Inspection

The contractor shall, at least once a week, inspect all areas covered by an automatic irrigation system for any malfunction. Approximately thirty (30) days prior to the termination of the contract, a comprehensive test of all irrigation systems shall be made by a Public Works Department representative. Any repairs deemed the contractor's responsibility shall be made by the contractor prior to the end of the contract period.

If repairs made are not to the satisfaction of the Director of Public Works or his designee's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works Operations or his designee.

## C. Repairs

Irrigation systems which are damaged or altered in any way as a result of work performed under this contract shall be repaired or replaced in kind and in an approved manner by the contractor.

Repairs shall be made immediately after damage or alteration occurs, unless otherwise directed. Repairs made as a result of theft, vandalism or an act of God shall be performed by the City.

Winterization – Contractor shall winterize all exposed piping and back flow prevention devices to prevent freeze damage. All damage to back flow devices caused by freezing will be the contractor responsibility to repair or replace.

Repairs not made, or not made to the satisfaction of the Director of Public Works or his designee, the work will be done by others and billed to the contractor.

# ATTACHMENT C

## ANNUAL FEE PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES MOWING & EDGING

Count	PARK NAME:	MOW ACRE:	TOTAL ACRE:	PARK ADDRESS:	ANNUAL FEE:
1	Ada Givens Park	4.95	4.99	2904 Green Street	
2	Albert Lawson Park	3.25	3.25	204 W. 28th Street	
3	Applegate Park	20.67	32.12	1045 W. 25th Street	
4	Benjamin Banneker Memorial Park	0.96	0.96	1311 2nd Street	
5	Black Rascal Creek Bikeway park "R" to Hwy 59	2.89	13.69	Black Rascal Creek	
6	Black Rascal Creek Bikeway Park G to Cherokee	3.99	7.10	Black Rascal Creek	
7	Black Rascal Creek Bikeway Park M to R	4.62	7.10	Black Rascal Creek	
8	Black Rascal Creek Bikeway Park Parsons to McKee	1.28	7.34	Black Rascal Creek	
9	Bob Carpenter Park	5.53	5.98	1801 Silverado Avenue	
10	Bob Hart Square	0.18	0.41	500 Block of Main Street	
11	Bruce Gabriault Park	0.19	0.21	1352 Hansen Ave	
12	Burbank Park	2.99	3.79	450 E. Olive Avenue	
13	Carol Gabriault Park	5.00	5.75	1601 Willowbrook Drive	
14	Charles Richard Drew Park	0.38	0.51	820 "N" Street	
15	Circle Park	0.23	0.25	499 E. 23rd Street	
16	Davenport Park	7.06	8.84	1311 Cormorant Drive	
17	Diego Rivera Park	0.23	0.25	940 "P" Street	
18	Dwight Amey Park	6.84	8.17	3389 Blix Avenue	
19	Elmer Murchie Park	3.55	3.55	4495 Bancroft Drive	
20	Fahrens Park	15.75	47.62	"R" & Buena Vista to end of Frisbee Park	
21	Fredrick Douglas Park	0.87	0.89	11th & "W" Street	
22	Gilbert Macias Park	4.91	4.91	229 E. Childs Avenue	
23	Harriet Tubman Park	0.33	0.44	706 W. 4th Street	
24	Joe Herb Park	14.59	26.60	2200 Yosemite Parkway	
25	Lincoln Ave Park Strip	0.70	0.70	3101 Lincoln Avenue	
26	Love Veasley Family Park	0.15	0.17	452 W. 6th Street	
27	Macready Park	3.10	3.10	3 Macready Drive	
28	McCombs Youth Center	0.18	0.95	615 W. 15th Street	
29	McNamara Park	5.31	8.70	1040 Canal Street	
30	Merced Dog Park	2.88	9.41	1125 W. Yosemite Avenue	
31	Neighborhood Park E. 12th	0.34	0.39	67 E. 12th Street	
32	Neighborhood Park West & U	0.15	0.15	305 "U" Street	
33	Neighborhood Park W. 11th	0.14	0.17	127 W. 11th Street	
34	Public Works Corporation Yard	0.77	0.77	1776 Grogan Avenue	
35	Rahilly Park	13.75	28.02	3400 Parsons Avenue	
36	Ray Flanagan Park	3.00	3.95	440 Cone Avenue	
37	Richard Bernasconi Park	2.56	11.15	3791 Jardin Way	
38	Roland Brooks Park	3.58	4.21	495 S. "G" Street	
39	Rudolph Joseph Merino Park	7.49	8.69	1275 Pacific Drive	
40	Sante Fe Strip Park	9.08	9.08	Between "R" & "M" Donna to Yosemite	
41	Stephen Grey Park	0.70	1.01	1755 W.N. Bear Creek Ave	
42	Stephen Leonard Park	2.12	2.70	650 "T" Street	
43	Street Median Park Strip "N" Street	0.50	0.50	"N" Street between 16th and 23rd Street	
44	Street Park Rambler/Pat Nolet Park Island	0.12	0.12	1013 Rambler Road	
45	Stuart Park/Industrial sign	0.17	0.17	Wardrobe & West Avenue	
46	William Lloyd Garrison Park	0.86	1.02	76 South "S" Street	
47	Youth Sports Complex	9.72	12.34	1803 Wardrobe Avenue	
	Total:	178.61	302.19	GRAND TOTAL:	

**CITY OF MERCED - Contract Summary & Routing Cover Sheet**

Report Date: 5/29/2019

**Contract Name:** GREEN HORIZON, INC. 2019-05-24**Contract No.:** 300946**Contract Obligation:** \$271,536.00**Project No.:****Vendor/Person Name:** GREEN HORIZON, INC.**Contract Status:** Council Approval Required**Services PO #:****Responsible Dept.:** (1119) Public Works - Facilities**City Dept. Contact:** Carl Brown (x6806) / Ken Elwin (x6803) **Finance PO #:** 134725**Key Dates:** Effective: 7/1/2019 Expires: 6/30/2021 Retain Until: 9/9/9999**Council Meeting:** 6/17/2019**Recorded:****Doc. No.:****Contract Categories:** Landscape/Grounds Maintenance Agreement (C.8.0)  
Professional Services Agreement (C.8.0)**Key Elements:**

Key Element Name	Eff./Exp. Date	Short Text	\$ Value
\$ Original Value			\$271,536.00
Certificate of Insurance	4/1/2020	GL/Auto/WC	\$0.00

**Description/Comments****APN:**

Agreement for Landscape Maintenance Services for Mowing and Edging of Turf at All City-Owned Parks, Street Center-Medians, and Full Service at Ray Flanagan Park (approximately 179 acres).

Two-year term, with the option to renew for an additional three years.

**Routing Information**

<b>Received by Clerk:</b>	5/23/19
<b>Signed by Attorney:</b>	4/30/2019
<b>Finance Contract No.:</b>	300946
<b>Submitted to Finance:</b>	5/29/2019
<b>Forwarded to City Mgr.:</b>	6/18/19
<b>Attested to by Clerk:</b>	6/19/19
<b>Approved by Council:</b>	6/17/19

**2nd Submittal**

5/28/19

**2nd Submittal****FINANCE DEPARTMENT**

When processed by your department, please return to the City Clerk's Office.

--Thank you!

**Signed by Mayor:****Date E-Mailed or Mailed:** 6/19/19**E-Mail Address:** greenhorizon@att.net

Please sign and return to Kirk Greene, Ext. 6202, in the City Clerk's Office.

**CITY OF MERCED - Contract Summary & Routing Cover Sheet**

Report Date: 5/24/2019

Contract Name: GREEN HORIZON, INC. 2019-05-24

Contract No.: 300946

Contract Obligation: \$271,536.00

Project No.:

Vendor/Person Name: GREEN HORIZON, INC.

Contract Status: Council Approval Required

Services PO #:

Responsible Dept.: (1119) Public Works - Facilities

City Dept. Contact: Carl Brown (x6806) / Ken Elwin (x6803) Finance PO #:

Key Dates: Effective: 7/1/2019 Expires: 6/30/2021 Retain Until: 9/9/9999

Council Meeting: **6/17/2019**

Recorded:

Doc. No.:

Contract Categories: Landscape/Grounds Maintenance Agreement (C.8.0)  
Professional Services Agreement (C.8.0)**Key Elements:**

Key Element Name	Eff./Exp. Date	Short Text	\$ Value
\$ Original Value			\$271,536.00
Certificate of Insurance		GL/Auto/WC	\$0.00

**Description/Comments**

APN:

Agreement for Landscape Maintenance Services for Mowing and Edging of Turf at All City-Owned Parks and Full Service at Ray Flanagan Park.

Two-year term, with the option to renew for an additional three years.

**Must be routed back to Department for Vendor signatures.****Routing Information**

Received by Clerk:	5/23/19
Signed by Attorney:	4/30/2019
Finance Contract No.:	300946
Submitted to Finance:	
Forwarded to City Mgr.:	
Attested to by Clerk:	
Approved by Council:	

2nd Submittal

2nd Submittal

Signed by Mayor: Date E-Mailed or Mailed: 

E-Mail Address: greenhorizon@att.net

**FINANCE DEPARTMENT**

When processed by your department, please return to the City Clerk's Office.

**--Thank you!**

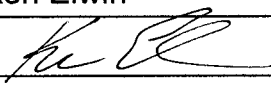
CARL BROWN PICKED UP ORIGINALS ON 5/24/19 FOR VENDOR TO SIGN. WILL TRY TO RETURN BY 5/28/19

**Please sign and return to Kirk Greene, Ext. 6202, in the City Clerk's Office.**



**City of Merced**  
**Contract/Agreement Transmittal Form**

*The City Clerk's Office will keep one original for the City's files. All other originals will be returned to the department, unless specific instructions for distribution are attached.*

Date Submitted: 5/23/2019 Council Approval Needed: ☒ Yes ☐ No  
Department: Public Works Council Meeting Date: 6/17/2019  
Contact Name: Carl Brown / Ken Elwin Administrative Report Attached  
Department Head Signature: 

**Contract Information**

Date of Contract: 7/1/2019  
Purpose of Contract: Landscape Maintenance - Parks Mowing  
☒ New Contract  
☐ Amendment - Amendment #: \_\_\_\_\_ Change Order #: \_\_\_\_\_ Original Contract Date: \_\_\_\_\_  
☐ Insurance Required – if applicable, attach to contract  
Contract Beginning Date: 7/1/2019 Contract Expiration Date: 6/30/2021

**Contractor/Vendor Information**

Name: Green Horizon, Inc. Business License #: 59067  
Email: greenhorizon@att.net Misc. Receivable Acct. #: 18098

**Budget Information**

Funds Available in Budget?  
☐ Yes - Account #:  
☒ No - Attach copy of Budget Transfer Form or Admin. Report Appropriating Funds  
☐ Does not require funds  
Amount of Contract: \$ 271,536.00 Amount of Amendment: \$ \_\_\_\_\_  
*(REVISED) Rev'd 5/23/19 OK - EKG*

**Required Attachments**

☒ Certificate of Insurance ☐ Labor & Material Bond ☐ Warranty Bond  
☒ W-9 (or substitution) ☐ Faithful Performance Bond ☒ Administrative Report

**CITY CLERK DEPARTMENT TO COMPLETE**

Contract #: _____	Dept. Head Signature	Insurance Certificate
	Contractor/Vendor Signature	Council Approval Verification
Logged into Databases	City Attorney Signature	Applicable Bonds
Image Contract	Finance Signature	City Manager Signature
		Assist. City Clerk Signature

PARK NAME:	PARK ADDRESS	AMOUNT	ACCOUNT LINE
Ada Givens Park	2904 Green Street	\$5,580.00	001-1120-532.17-00
Albert Lawson Park	204 W. 28th Street	\$3,660.00	001-1120-532.17-00
Applegate Park	1045 W. 25th Street	\$25,540.00	001-1120-532.17-00
Benjamin Barneker Memorial Park	1311 2nd Street	\$2,740.00	001-1120-532.17-00
Black Rascal Creek Bikeway park "R" to Hwy 59	Black Rascal Creek	\$4,740.00	001-1120-532.17-00
Black Rascal Creek Bikeway Park G to Cherokee	Black Rascal Creek	\$6,540.00	001-1120-532.17-00
Black Rascal Creek Bikeway Park M to R	Black Rascal Creek	\$7,580.00	001-1120-532.17-00
Black Rascal Creek Bikeway Park Parsons to McKee	Black Rascal Creek	\$2,100.00	001-1120-532.17-00
Bob Carpenter Park	1801 Silverado Avenue	\$8,240.00	001-1120-532.17-00
Bruce Gabriault Park	1352 Hansen Ave	\$1,820.00	001-1120-532.17-00
Burbank Park	450 E. Olive Avenue	\$3,380.00	001-1120-532.17-00
Carol Gabriault Park	1601 Willowbrook Drive	\$5,640.00	001-1120-532.17-00
Charles Richard Drew Park	820 "N" Street	\$1,820.00	001-1120-532.17-00
Circle Park	499 E. 23rd Street	\$2,200.00	001-1120-532.17-00
Davenport Park	1311 Cormorant Drive	\$10,520.00	001-1120-532.17-00
Diego Rivera Park	940 "P" Street	\$1,380.00	001-1120-532.17-00
Fahrens Park	"R" & Buena Vista to end of Frisbee Park	\$19,460.00	001-1120-532.17-00
Fredrick Douglas Park	11th & "W" Street	\$2,480.00	001-1120-532.17-00
Gilbert Macias Park	229 E. Childs Avenue	\$5,540.00	001-1120-532.17-00
Harriet Tubman Park	706 W. 4th Street	\$1,580.00	001-1120-532.17-00
Joe Herb Park	2200 Yosemite Parkway	\$18,040.00	001-1120-532.17-00
Lincoln Ave Park Strip	3101 Lincoln Avenue	\$2,000.00	001-1120-532.17-00
Love Veasley Family Park	452 W. 6th Street	\$1,440.00	001-1120-532.17-00
Macready Park	3 Macready Drive	\$3,500.00	001-1120-532.17-00
McCombs Youth Center	615 W. 15th Street	\$1,720.00	001-1120-532.17-00
McNamara Park	1040 Canal Street	\$7,920.00	001-1120-532.17-00
Merced Dog Park	1125 W. Yosemite Avenue	\$4,300.00	001-1120-532.17-00
Neighborhood Park E. 12th	67 E. 12th Street	\$1,620.00	001-1120-532.17-00
Neighborhood Park West & U	305 "U" Street	\$1,440.00	001-1120-532.17-00
Neighborhood Park W. 11th	127 W. 11th Street	\$1,340.00	001-1120-532.17-00
Public Works Corporation Yard	1776 Grogan Avenue	\$1,340.00	001-1120-532.17-00
Rahilly Park	3400 Parsons Avenue	\$17,000.00	001-1120-532.17-00
Ray Flanagan Park	440 Cone Avenue	\$11,620.00	001-1120-532.17-00
Roland Brooks Park	495 S. "G" Street	\$4,040.00	001-1120-532.17-00
Sante Fe Strip Park	Between "R" & "M" Dorna to Yosemite	\$14,880.00	001-1120-532.17-00
Stephen Grey Park	1755 W.N. Bear Creek Ave	\$2,000.00	001-1120-532.17-00
Stephen Leonard Park	650 "T" Street	\$2,400.00	001-1120-532.17-00
Street Median Park Strip "N" Street	"N" Street between 16th and 20th Street	\$1,780.00	001-1120-532.17-00
Street Park Rambler/Pat Nolet Park Island	1013 Rambler Road	\$1,140.00	001-1120-532.17-00
Stuart Park/Industrial sign	Wardrobe & West Avenue	\$1,620.00	001-1120-532.17-00
William Lloyd Garrison Park	76 South "S" Street	\$2,460.00	001-1120-532.17-00
Youth Sports Complex	1803 Wardrobe Avenue	\$14,478.00	001-1120-532.17-00
		<b>\$240,618.00</b>	<b>001-1120-532.17-00 Total</b>
Bob Hart Square	500 Block of Main Street	\$1,720.00	120-1165-532.17-00
		<b>\$1,720.00</b>	<b>120-1165-532.17-00 Total</b> ✓
Dwight Amey Park	3389 Blix Avenue	\$10,200.00	158-1137-532.17-00
Elmer Murchie Park	4495 Bancroft Drive	\$4,018.00	158-1137-532.17-00
Richard Bernasconi Park	3791 Jardin Way	\$3,820.00	158-1137-532.17-00
Rudolph Joseph Merino Park	1275 Pacific Drive	\$11,160.00	158-1137-532.17-00
		<b>\$29,198.00</b>	<b>158-1137-532.17-00 Total</b>
		<b>\$271,536.00</b>	<b>Grand Total</b>

## **AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into this 17TH day of JUNE, 2019, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and Green Horizon, Inc., a California Corporation, whose address of record is 2930 Geer Road, Suite 206, Turlock, California 95382, (hereinafter referred to as "Contractor").

WHEREAS, City desires to engage Contractor to render landscape maintenance services; and,

WHEREAS, Contractor represents that it possesses the required skills and any necessary licenses to provide landscape maintenance services required by the City pursuant to the terms and conditions set forth in this Agreement.

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

1. **SCOPE OF SERVICES.** The Contractor shall furnish the following services: Contractor shall provide the landscape maintenance services, including all labor, materials, tools, equipment, services and any incidental or customary work necessary to provide landscape maintenance services as more particularly described in Exhibit "A" attached hereto.

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

2. **TERM.** The term of this Agreement shall be for two (2) years from July 1, 2019, to June 30, 2021, unless earlier terminated as provided herein. Contractor shall complete all of the work outlined in the Scope of Services within the term of this Agreement and shall meet any other established schedules and deadlines. Prior expiration of this Agreement, and upon approval by City, Contractor shall have the option to renew this Agreement for three (3) additional one (1) year terms for the additional maximum period of three (3) years ending as of June 30, 2024.

3.     **COMPENSATION.** Payments by the City to the Contractor shall be made monthly and in proportion to the services satisfactorily performed within each phase. For Contractor's services rendered under this Agreement, City shall pay Contractor the not to exceed sum Twenty-Two Thousand Six Hundred Twenty-Eight Dollars (\$22,628.00) per month for a total of Two Hundred Seventy-One Thousand Five Hundred Thirty-Six Dollars (\$271,536.00) annually in accordance with schedule set forth in Exhibit "B."

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

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

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

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

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

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

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

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's

Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

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

c. Automobile Insurance.

- (i) Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respect to automobiles owned, leased, hired or borrowed by the Contractor.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Contractor shall carry professional liability insurance appropriate to Contractor's profession in the minimum amount of One Million Dollars (\$1,000,000).

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

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

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

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

11. **CONTRACTOR'S LICENSE.** At all times during the term of this Agreement and any extension thereof, Contractor shall keep and possess a valid State Contractor's License type C-27 Landscaping Contractor as specified for this Agreement in City's Request for Proposals.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a thirty (30) day notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. **CONFORMANCE TO APPLICABLE LAWS.** 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 contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

14. **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.

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

///

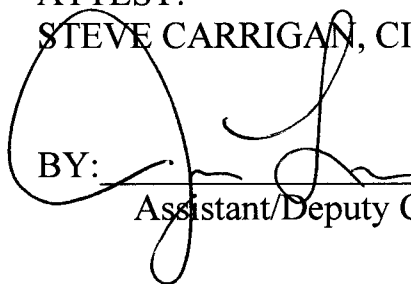


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

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:  4-30-19  
City Attorney Date

300946 PO# 134725  
ACCOUNT DATA:

BY:   
Verified by Finance Officer V-18098

Funds available contingent upon CC approval of FY 19/20 budget. mg 6/17/19  
Multiple account lines. FL 6/17/19  
Year 1 \$271,536.00  
Year 2 \$271,536.00  
{Signatures continued on next page.}  
Total \$543,072.00

CONTRACTOR:  
GREEN HORIZON, INC.,  
A California Corporation

BY: 

(Signature)

Joseph H. MATOS

(Typed Name)

Its: PRESIDENT

(Title)

BY: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_

(Title)

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

ADDRESS: 2930 Geer Rd., Ste 206  
Turlock, CA 95382

TELEPHONE: (209) 678-0250

FAX: SAME

E-MAIL: GREENHORIZON@ATT.NET

## EXHIBIT A

### **Landscape Maintenance Services - Mowing and Edging**

#### **Scope of Service**

- The contractor shall provide Landscape Maintenance-Mowing and edging of approximately 179 acres of parks and street center-medians within the City of Merced. (see attachment)
- The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. The contractor shall provide, without extra charge, all incidental items required as part of the work even though not particularly specified or indicated.
- The Scope of Service is to be used as a general guide and is not intended to be a complete list of all services necessary to complete the project.
- The contractor shall be liable for all damages done as a result of mower/edger or related operations to fixed objects such as sprinklers, backflows, signs, posts and all vegetation, including turf, trees, shrubs, and desirable natural growth. Damages shall include among others things: skinning, scraping, or gouging of trees or shrubs, and rutting, scalping or tearing of turf.
- The contractor shall furnish all transportation, equipment and necessary supplies including but not restricted to: mowers, edgers, and blowers.
- The contractor shall furnish, operate, and maintain, suitable and adequate equipment necessary to perform all tasks described in scope of service.
- The equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times.

## EXHIBIT A

- Equipment which in any way pulls or rips grass or damages the turf shall not be allowed to operate under this contract. All equipment will be of such a type so that the height of cut can be adjusted to a minimum 2" and maximum of 4".
- The contractor shall have enough equipment and personnel to complete each mowing and edging cycle at each site contracted for.
- Mowing cycles shall be completed weekly through the months of March through October, and as necessary when conditions permit in November through February.
- Grass shall not be allowed to reach a height of five (5) inches or more and shall be mowed to the minimum height of two (2) inches. All elements of the lawn maintenance cycle shall be completed the same day they are started.
- No partial mowing will be allowed unless the weather forces a delay. If rain or excessively wet turf conditions exist, contractor shall finish the cycle as soon as favorable conditions exist. Clippings shall be removed if visible after mowing and removed at the contractor's expense.
- No clippings shall be disposed of in or on City property unless a prior agreement has been made. Crews shall not blow debris into street/curb or storm drains. Contractor must follow all current Federal, State and Local Best Management Practices.
- Contractor shall edge along all walks and curb areas every mowing. Edging shall not be wider than ½ inch from edge of sidewalks to lawn surface. All edging debris shall be removed from walkways and curb areas and disposed of at contractor's expense.
- No mowing or edging shall be done on weekends, unless approval is obtained by Contract Administrator.

## EXHIBIT A

- The contractor shall perform no additional work/service, unless approved in advance by the Public Works Director or designee stating the dollar value of the services, method of payment, and any adjustment in contract time. Any work done without the permission of the City is a gift from the contractor.
- Contractor must notify City of all irrigation issues within 24 hours, i.e. broken sprinklers, overwatering/flooded areas hindering completion of the mow cycle.
- The work described herein shall have duration of 24 months. A single three-year extension may be made based upon the good performance of the contractor and sufficient funds in City's budget. The completed work will be paid for as service rendered monthly. If service has not been performed in accordance with the agreement liquidated damage will be assessed. Annual CPI increases will be calculated using United States Department of Labor, All Urban Consumer-Western Region.

## EXHIBIT A

# **Landscape Maintenance Services - Ray Flanagan Park - Mowing, Edging, Pruning, and Irrigation Repair**

## **Scope of Service**

### Pruning-General

All shrubs and trees shall be pruned as required to maintain them in a healthy growing condition. Pruning is to be done in a manner which promotes the plants' natural growth characteristics. Hedging, shearing, or other sever pruning will not be allowed except with prior approval.

Growth shall be kept within reasonable bounds to prevent its encroachment into walks, passageways, and streets.

All dead, dying, or damaged branches shall be removed immediately. All cuts shall be made cleanly with no stubs or projections remaining.

### Trees-General

The contractor shall be responsible for all pruning that can be reached with a 12-foot pole-saw by a person standing on the ground. All trees are to be maintained in their natural shape.

Newly planted trees are to be staked, pruned, and shaped to promote their eventual development into strong, healthy representatives of their species. Until young trees are strong enough to stand alone, they shall be flex-tied between two approved 2-inch by 2-inch by 8-foot treated tree stakes. Split plastic hose or black tire casing held in place by 12-gauge wire shall be used to secure the young trees. Tree ties to be inspected often for signs of girdling or abrasion.

The contractor shall bring to the attention of the Director of Public Works or his designee within 24 hours of any tree which shows signs of root heaving, leaning, having hanger limbs, or in some manner constituting a safety hazard.

## EXHIBIT A

### IRRIGATION-GENERAL

Irrigation shall be done with the use of automatic or manual sprinkler systems where available and operable. Failure of an existing system to provide full and adequate coverage shall not relieve the contractor of the responsibility to provide proper coverage of all areas. Providing any supplementary hoses, sprinklers, nozzles, etc., necessary to accomplish full coverage shall be the contractor's responsibility.

#### A. Maintenance

The contractor shall maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making whatever adjustments necessary to prevent excessive run-off time into streets or other areas not intended to be irrigated. Care shall be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

The contractor shall, at no cost to the City, keep controller or valve boxes free of dirt and debris; repair, replace, clean, adjust, straighten, raise or lower the following sprinkler system components as it relates to maintenance of the landscape areas:

1. sprinkler heads;
2. sprinkler caps;
3. sprinkler head risers;
4. Valve covers;
5. Valve boxes;
6. Valve box lids, including electrical pull boxes and lids;
7. Valve sleeves;
8. Quick coupler valves and caps;
9. Hose bibs.

## EXHIBIT A

### B. Inspection

The contractor shall, at least once a week, inspect all areas covered by an automatic irrigation system for any malfunction. Approximately thirty (30) days prior to the termination of the contract, a comprehensive test of all irrigation systems shall be made by a Public Works Department representative. Any repairs deemed the contractor's responsibility shall be made by the contractor prior to the end of the contract period.

If repairs made are not to the satisfaction of the Director of Public Works or his designee's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works Operations or his designee.

### C. Repairs

Irrigation systems which are damaged or altered in any way as a result of work performed under this contract shall be repaired or replaced in kind and in an approved manner by the contractor.

Repairs shall be made immediately after damage or alteration occurs, unless otherwise directed. Repairs made as a result of theft, vandalism or an act of God shall be performed by the City.

Winterization – Contractor shall winterize all exposed piping and back flow prevention devices to prevent freeze damage. All damage to back flow devices caused by freezing will be the contractor responsibility to repair or replace.

Repairs not made, or not made to the satisfaction of the Director of Public Works or his designee, the work will be done by others and billed to the contractor.



## EXHIBIT B

## REQUEST FOR PROPOSAL - LANDSCAPE MAINTENANCE SERVICES MOWING &amp; EDGING

count	PARK NAME:	MOW ACRE:	TOTAL ACRE:	PARK ADDRESS:	Green Horizon
1	Ada Givens Park	4.95	4.99	2904 Green Street	\$5,580.00
2	Albert Lawson Park	3.25	3.25	204 W. 28th Street	\$3,660.00
3	Applegate Park	20.67	32.12	1045 W. 25th Street	\$25,540.00
4	Benjamin Banneker Memorial Park	0.96	0.96	1311 2nd Street	\$2,740.00
5	Black Rascal Creek Bikeway park "R" to Hwy 59	2.89	13.69	Black Rascal Creek	\$4,740.00
6	Black Rascal Creek Bikeway Park G to Cherokee	3.99	7.10	Black Rascal Creek	\$6,540.00
7	Black Rascal Creek Bikeway Park M to R	4.62	7.10	Black Rascal Creek	\$7,580.00
8	Black Rascal Creek Bikeway Park Parsons to McKee	1.28	7.34	Black Rascal Creek	\$2,100.00
9	Bob Carpenter Park	5.53	5.98	1801 Silverado Avenue	\$8,240.00
10	Bob Hart Square	0.18	0.41	500 Block of Main Street	\$1,720.00
11	Bruce Gabriault Park	0.19	0.21	1352 Hansen Ave	\$1,820.00
12	Burbank Park	2.99	3.79	450 E. Olive Avenue	\$3,380.00
13	Carol Gabriault Park	5.00	5.75	1601 Willowbrook Drive	\$5,640.00
14	Charles Richard Drew Park	0.38	0.51	820 "N" Street	\$1,820.00
15	Circle Park	0.23	0.25	499 E. 23rd Street	\$2,200.00
16	Davenport Park	7.06	8.84	1311 Cormorant Drive	\$10,520.00
17	Diego Rivera Park	0.23	0.25	940 "P" Street	\$1,380.00
18	Dwight Amey Park	6.84	8.17	3389 Blix Avenue	\$10,200.00
19	Elmer Murchie Park	3.55	3.55	4495 Bancroft Drive	\$4,018.00
20	Fahrens Park	15.75	47.62	"R" & Buena Vista to end of Frisbee Park	\$19,460.00
21	Fredrick Douglas Park	0.87	0.89	11th & "W" Street	\$2,480.00
22	Gilbert Macias Park	4.91	4.91	229 E. Childs Avenue	\$5,540.00
23	Harriet Tubman Park	0.33	0.44	706 W. 4th Street	\$1,580.00
24	Joe Herb Park	14.59	26.60	2200 Yosemite Parkway	\$18,040.00
25	Lincoln Ave Park Strip	0.70	0.70	3101 Lincoln Avenue	\$2,000.00
26	Love Veasley Family Park	0.15	0.17	452 W. 6th Street	\$1,440.00
27	Macready Park	3.10	3.10	3 Macready Drive	\$3,500.00
28	McCombs Youth Center	0.18	0.95	615 W. 15th Street	\$1,720.00
29	McNamara Park	5.31	8.70	1040 Canal Street	\$7,920.00
30	Merced Dog Park	2.88	9.41	1125 W. Yosemite Avenue	\$4,300.00
31	Neighborhood Park E. 12th	0.34	0.39	87 E. 12th Street	\$1,620.00
32	Neighborhood Park West & U	0.15	0.15	305 "U" Street	\$1,440.00
33	Neighborhood Park W. 11th	0.14	0.17	127 W. 11th Street	\$1,340.00
34	Public Works Corporation Yard	0.77	0.77	1776 Grogan Avenue	\$1,340.00
35	Rahilly Park	13.75	28.02	3400 Parsons Avenue	\$17,000.00
36	Ray Flanagan Park	3.00	3.95	440 Cone Avenue	\$11,620.00
37	Richard Bemasconi Park	2.56	11.15	3791 Jardin Way	\$3,820.00
38	Roland Brooks Park	3.58	4.21	495 S. "G" Street	\$4,040.00
39	Rudolph Joseph Merino Park	7.49	8.69	1275 Pacific Drive	\$11,160.00
40	Sante Fe Strip Park	9.08	9.08	Between "R" & "M" Donna to Yosemite	\$14,880.00
41	Stephen Grey Park	0.70	1.01	1755 W.N. Bear Creek Ave	\$2,000.00
42	Stephen Leonard Park	2.12	2.70	650 "T" Street	\$2,400.00
43	Street Median Park Strip "N" Street	0.50	0.50	"N" Street between 16th and 20th Street	\$1,780.00
44	Street Park Rambler/Pat Nolet Park Island	0.12	0.12	1013 Rambler Road	\$1,140.00
45	Stuart Park/Industrial sign	0.17	0.17	Wardrobe & West Avenue	\$1,620.00
46	William Lloyd Garrison Park	0.86	1.02	76 South "S" Street	\$2,460.00
47	Youth Sports Complex	9.72	12.34	1803 Wardrobe Avenue	\$14,478.00
Total Acres:		178.61	302.19	GRAND TOTAL:	\$271,536.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Winton Ireland Strom & Green License# 0596517 P.O. Box 3277 Turlock CA 95381	<b>CONTACT NAME:</b> Andrea Robles <b>PHONE (A/C, No, Ext):</b> (209) 667-0995 <b>FAX (A/C, No):</b> (209) 667-7142 <b>E-MAIL ADDRESS:</b> arobles@wisg.com																					
<b>INSURED</b> Green Horizon, Inc. 2930 Geer Road, Ste 206 Turlock CA 95382	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>HDI Global Insurance Company</td><td>*41343</td></tr><tr><td>INSURER B:</td><td>Oak River Insurance Company</td><td>34630</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	HDI Global Insurance Company	*41343	INSURER B:	Oak River Insurance Company	34630	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

**COVERAGES**      **CERTIFICATE NUMBER:** 19/20 GL/Auto/WC      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GK20X00031004	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			GK20X00031004	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		GRWC014118	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured as respects general liability per attached endorsement.

## CERTIFICATE HOLDER

City of Merced  
1776 Grogan Ave  
  
Merced CA 95341

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Andrea Robles*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<b>Blanket as required by written contract and effective during the policy period as stated on the policy declarations.</b>	<b>Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured or its subcontractors, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

File #: 19-298

Meeting Date: 6/17/2019

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

**SUBJECT:** Award Landscape Maintenance Services Agreement for Turf Maintenance of all City-Owned Parks and Full Maintenance of Ray Flanagan Park, with Green Horizon Inc.

### REPORT IN BRIEF

Consider approving a professional services agreement with Green Horizon Inc., for turf maintenance services at all City-owned parks and full service of Ray Flanagan Park.

### RECOMMENDATION

City Council - Adopt a motion:

A. Approving a professional services agreement with Green Horizon Inc., in the annual amount of \$271,536, to provide landscape turf mowing and edging maintenance services at City-owned parks for two years, with an option to renew for a maximum of (3) three additional one-year periods, effective July 1, 2019 (subject to Council's approval of the Fiscal Year 2019/2020 budget); and,

B. Authorizing the City Manager or Assistant City Manager to sign the necessary documents and execute future contract amendments.

### ALTERNATIVES

1. Approve as recommended by the Public Works Director; or,
2. Refer back to staff for further study; or,
3. Deny.

### AUTHORITY

Professional Contractual services with an estimated value greater than \$25,000, are made by written contract in accordance with Merced Municipal Code, "Title 3-Revenue and Finance, Chapter 3.04-Purchasing System, Article III-Purchases Over Twenty Five Thousand Dollars, Section 3.04-120-Written Contracts."

### DISCUSSION

The Public Works Department recently invited proposals to provide landscape mowing and edging of turf at City-owned parks throughout the community and the results are as follows:

<u>Business Name</u>	<u>Annual Amount</u>
Green Horizon Inc.	\$271,536

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CVCS	\$444,450
AJG Garden Service	\$446,525

Staff was not complacent in simply accepting the lowest proposal received. Although costs were a high priority, the following criteria were viewed as equally important, just to name a few:

- Experience with providing high quality landscape service to large open park spaces and sensitive work locations;
- Daily on-site supervision of staff with quality control assurance guidelines;
- Knowledge of safety practices in high vehicle traffic areas;
- Previous work history and quality;
- References.

After careful consideration, staff recommends Green Horizon Inc. as the provider that can meet the City's landscape maintenance requirements at the lowest cost.

Their references were checked and are in good standing with their clients. They are an employee owned company and have been in business since 2004.

Currently, they are providing landscape maintenance services for the Merced County, Stanislaus County, and the City of Turlock.

The contract will be for a period of two-years, commencing on July 1, 2019 and ending on June 30, 2021. The City shall have the option of renewing the agreement for three additional one-year periods, ending on June 30, 2024.

Increases in compensation for the three year extension period will be determined by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index-All Urban Consumers West (CPI). At no time will the compensation amount fall below the previous year's contract amount. The base month and year for calculating CPI adjustments will be January 1, 2021 and ending each succeeding year thereafter. At no time will the CIP increase exceed 3%.

The City Attorney's office has prepared the necessary Professional Services Agreement for your review and approval (Please see Attachment 3).

## **IMPACT ON CITY RESOURCES**

The City's Finance Department has confirmed funding is available in the Fiscal Year 2019/2020 budget for this agreement (subject to Council's approval of the budget).

## **ATTACHMENTS**

1. Scope of Service

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**File #: 19-298**

**Meeting Date: 6/17/2019**

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2. City Park Descriptions
3. Agreement for Landscape Maintenance Services



## ADMINISTRATIVE REPORT

File #: 21-168

Meeting Date: 2/22/2021

*Report Prepared by: Michelle Reid, Recreation Supervisor, Parks and Recreation*

**SUBJECT:** Update from Commissioner Cardona on Presentation to Youth Council on Ways of Making Parks More Youth Friendly

### REPORT IN BRIEF

Update from Commissioner Cardona on her presentation to the Youth Council and their feedback on making parks more youth friendly.

### RECOMMENDATION

Information only-no action required

### DISCUSSION

Commissioner Cardona requested an item to discuss making parks more youth friendly. It was tabled at the October 26, 2020 meeting, and was brought back to the January 25, 2021 meeting. At that meeting, Commissioners made a motion to send Commissioner Cardona to the next Youth Council meeting to gather their feedback on the topic. Commissioner Cardona attended the February 11<sup>th</sup> Youth Council meeting and will give her report on that meeting today.

The Youth Council offered the following ideas on how to make parks more youth friendly:

- Providing more scenic areas with flowers.
- More bicycle trails.
- Special needs friendly areas. The special needs areas would include sensory zones with musical instruments, like bongos.
- Art was another suggestion on making parks more youth friendly.

Youth Council members were provided Commissioner Cardona's contact information in the event they had more recommendations or questions. The Council offered no further comments to staff on the subject and no one requested that it be brought back to a future meeting.





# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**File #:** 21-167

**Meeting Date:** 2/22/2021

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

**SUBJECT:** Mid-Year Budget Review for Fiscal Year 2020-2021 and Quarterly Revenue Update for First Quarter of the Fiscal Year Report From Finance Officer, Venus Rodriguez

### REPORT IN BRIEF

Finance Officer, Venus Rodriguez, will present the Fiscal Year 2020-2021 Mid-Year Financial Report and provide a quarterly revenue update.

### RECOMMENDATION

Information only-no action required

### DISCUSSION

Finance Officer, Venus Rodriguez will deliver the financial report given to City Council on February 16, 2021.

### ATTACHMENTS

1. February 16, 2021 City Council Admin Report



## CITY OF MERCED

## ADMINISTRATIVE REPORT

## Agenda Item J.3.

Meeting Date: 2/16/2021

*Report Prepared by: Venus Rodriguez, Finance Officer*

**SUBJECT:** Mid-Year Budget Review for Fiscal Year 2020-2021 and Quarterly Revenue Update for First Quarter of the Fiscal Year, Including Requests for Approval of Additions and Changes to Positions, General Fund Supplemental Appropriations and Budget Amendments in Various Funds Totaling \$883,052

**REPORT IN BRIEF**

Presents the Fiscal Year 2020-2021 Mid-Year Financial Report, provides a quarterly revenue update, and seeks approval of additions and changes to positions, General Fund Supplemental Appropriations and Budget Amendments in Various Funds totaling \$883,052.

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Approving a Supplemental Appropriation from the unreserved, unencumbered fund balance in Fund 074-Economic Development Opportunity Fund in the amount of \$10,000 for the Business Grant Program; and,
- B. Approving the reduction of \$100,000 in Fund 672-Support Services Professional Services expense transferring to the General Fund and appropriating the same in the City Attorney's Professional Services account line to cover labor negotiations; and,
- C. Approving a Supplemental Appropriation from the unreserved, unencumbered fund balance in Fund 667-General Liability in the amount of \$600,000, transferring to the General Fund, and reducing proceeds from debt in the General Fund of \$600,000 due to RDA residual received and used for payment of the DOF Settlement Agreement; and,
- D. Approving the addition of a Deputy City Manager and the deletion of an Assistant City Manager in the City Manager's Department; and,
- E. Approving **Resolution 2021-11**, A Resolution of the City Council of the City of Merced, California, Adopting the Salary Range for the Deputy City Manager Position; and,
- F. Approving the addition of a Senior Management Analyst in the Development Services Department; and,

G. Approving a Supplemental Appropriation from the unreserved, unencumbered fund balance in Fund 017-Development Services in the amount of \$44,000 due to the costs associated for recommendation F above; and,

H. Approving the addition of two Building Inspector II positions in the Development Services Department and reducing Professional Services expense in the amount of \$61,141 to offset the cost through the end of Fiscal Year 2020-21; and,

I. Approving the addition of one Development Services Technician I in the Development Services Department and reducing Professional Services expense in the amount of \$21,781 to offset the cost through the end of Fiscal Year 2020-21; and,

J. Approving the addition of an Administrative Analyst and the deletion of an Accounting Technician in the Public Works Administration Division; and,

K. Approving the addition of two WWTP Maintenance Electrician/Mechanics and deletion of two WWTP Mechanics in the Wastewater Treatment Plant Division; and,

L. Approving the addition of two Maintenance Workers in the Public Works Street Trees Division; and,

M. Approving a Supplemental Appropriation from the unreserved, unencumbered fund balance of Fund 558-Refuse Operations in the amount of \$46,130 due to the costs associated for recommendation L above; and,

N. Approving **Resolution 2021-10**, A Resolution of the City Council of the City of Merced, California, amending the Classification Plan by updating the Personnel Allocation in the City Manager's Department by deleting one Assistant City Manager Position and adding one Deputy City Manager Position; The Development Services Department by adding two Building Inspector I/II positions, one Development Services Technician I/II position and one Senior Management Analyst position; and the Public Works Department by deleting one Accounting Technician position and adding one Administrative Analyst position, deleting two WWTP Mechanic II positions and adding two WWTP Maintenance Electrician/Mechanic positions and adding two Maintenance Worker positions; and,

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

## ALTERNATIVES

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

## AUTHORITY

Charter of the City of Merced, Section 1105.

**DISCUSSION****Mid-Year Update**

The purpose of the Mid-Year update is to provide the City Council with a reconciliation on how the City ended Fiscal Year 2019-20, a General Fund update for the current Fiscal Year 2020-21, and to request changes to the budget due to needs that have been identified since the budget was adopted on June 15, 2020.

**Beginning Fund Balance July 1, 2020**

The table below reflects the Fiscal Year 19-20 adopted budget assumptions compared to actual fund balance at June 30, 2020.

Fund	FY 2020-21 Actual Beginning Balance	FY 2020-21 Beginning Budget Balance	Savings or (Deficit)
General Fund	\$12,007,882	\$8,620,617	\$3,387,266
Development Services	\$2,037,464	\$1,476,226	\$561,238
Parks & Community Services	\$578	\$0	\$538
Airport	\$183,730	\$199,620	\$(15,890)
Measure C	\$2,602,591	\$1,679,622	\$922,968
Housing Admin	(\$60,077)	\$0	(\$60,077)

**Fiscal Year 2020-21**

The City Council adopted the Fiscal Year 2020-21 budget for all funds on June 15, 2020. Subsequent to the budget adoption, there have been several actions approved by the City Council that affected the budget.

**General Fund Expenditures**

The City Council has approved revenue increases of \$99,578 with equal offsetting expenditures. In addition, there has been \$7,267,117 in Supplemental Appropriations and \$1,088,029 in Revenue increases for the following:

FLSA Settlement for MPOA	\$256,084
COVID-19 CARES Act	881,014
<b>Subtotal Appropriations due to Operations</b>	<b>1,137,098</b>
COVID-19 CARES Act Revenue	1,088,029
<b>Net Appropriations due to Operations</b>	<b>49,069</b>
 Council Stipends	 13,870
Credit Card Fees (TOT)	15,000

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Annual transfer to Revenue Stabilization	180,000
Annual transfer to Trust 115 Pension	180,000
Annual transfer to Ec Dev Opportunity Fund	90,000
Transfer to establish a General Fund Reserve	<u>5,651,149</u>
<b><i>Subtotal Appropriations due to Council Policies</i></b>	<b><u>6,130,019</u></b>
 <b>Net Total</b>	 <b><u>\$6,179,088</u></b>

The largest appropriation of \$5,651,149 was to establish a General Fund Reserve which changes how we determine the General Fund balance in the future. Based on the approved General Fund Policy the General Fund balance needs to be at a minimum of 5% of the operating budget. Based on all the adjustments to the General Fund budget subsequent to adopting the Fiscal Year 2020-21 budget the June 30, 2021 balance is estimated to be \$5,483,140. The 5% contingency reserve amount required to remain in the General Fund for Fiscal Year 2020-21 is \$2,195,270, leaving an excess General Fund balance of \$3,287,870.

### Quarterly Revenue Update

The purpose of this Quarterly Revenue update is to provide the City Council with a detailed revenue update for the first two quarters (July-December) of Fiscal Year 2020-21.

On Friday, March 13, 2020, the President of the United States declared a national emergency due to the novel coronavirus (COVID-19) outbreak. This followed the March 4, 2020 state of emergency that was declared by Governor Newsom. The City of Merced also declared a local emergency as the Director of Emergency Services. On Friday, March 20, 2020 in order to keep employees and citizens safe the City Manager closed City Hall. Due to governor's orders over the next several months, several non-essential businesses were required to close or provide alternate methods of conducting business in order to slow the spread.

The coronavirus pandemic came at a crucial time in the budget process for Fiscal Year 2020-21. This was an unprecedented event. Therefore, City staff was unsure how this would impact revenues and the sustainability of the budget. In reviewing data provided by consultants to determine how local government could estimate impacts and using analysis based on City of Merced specific activities, the Finance Department created revised estimates for Fiscal Year 2019-20 and created conservative revenue estimates for 2020-21. During the budget presentations staff committed to updating the City Council quarterly with actual revenues received in comparison to budget estimates. If needed, recommended adjustments to the budget would be presented at that time.

The update to be provided in this report is for the first two quarters (July-December 2020) of Fiscal Year 2020-21.

The first table below reflects the Fiscal Year 2019-20 revenue budget at 50% compared to actuals received for July through December 2019 and the difference., The second table reflects the current Fiscal year 2020-21 revenue budget at 50% compared to the actuals received for July through December 2020 and the difference. The two tables are provided as a comparison to show the difference in revenue predictions and actual receipts received for the same time periods. Although some revenues reflect that we are in a good place based on the budget they are still down from what

we had been receiving prior to COVID-19 for the first six months of the fiscal year.

General Fund Revenues	FY 2019-20 Budget at 50%	FY 2019-20 July -December Actuals	Difference
Sales Tax	\$6,375,000	\$5,433,119	\$(941,881)
Vehicle-in-lieu	\$3,128,000	\$3,387,103	\$259,103
Secured Property Tax	\$3,643,410	\$3,856,754	\$213,344
Transient Occupancy Tax	\$881,182	\$980,419	\$99,234
Business License*	\$1,390,000	\$1,319,591	\$(70,409)
School Resource Officers	\$334,172	\$224,548	\$(109,624)
Fire Prevention Fees	\$115,000	\$113,233	\$(1,767)

\*\*Business is based on annual since renewals are due every July.

Other Revenues	FY 2019-20 Budget at 50%	FY 2019-20 July -December Actuals	Difference
Measure C Sales Tax	\$3,303,500	\$2,864,173	\$(439,327)
Parks and Recreation Programs	\$404,173	\$169,090	\$(235,083)
GF transfer to Recreation	\$734,740	\$700,841	\$(36,899)
Gas Tax	\$1,801,435	\$1,583,265	\$(218,170)

General Fund Revenues	FY 2020-21 Original Budget at 50%	FY 2020-21 July -December Actuals	Difference
Sales Tax	\$5,830,000	\$6,041,704	\$211,704
Vehicle-in-lieu	\$3,221,840	\$3,608,137	\$386,297
Secured Property Tax*	\$3,782,342	\$3,453,248	\$(329,095)
Transient Occupancy Tax*	\$780,000	\$773,084	\$(6,916)
Business License**	\$1,250,000	\$1,457,200	\$207,200
School Resource Officers*	\$341,185	\$193,373	\$147,812
Fire Prevention Fees	\$77,892	\$128,676	\$50,784

\*\*Business is based on annual since renewals are due every July.

Other Revenues	FY 2020-21 Original Budget at 50%	FY 2020-21 July-December Actuals	Difference
Measure C Sales Tax	\$3,000,000	\$3,235,877	\$235,877

Parks and Recreation Programs*	\$193,497	\$20,700	\$(172,798)
GF transfer to Recreation	\$651,764	\$594,464	\$(57,300)
Gas Tax*	\$1,409,105	\$1,524,955	\$115,850

\*Identifies an amount received that is less than last fiscal year for the same time period.

Although there has still been some activities we are seeing some impacts to revenues due to COVID-19 in the areas of transient occupancy tax (TOT), school resource officers, Zoo, and parks and recreation program fees compared to the original budget.

The fiscal year 2020-21 budget included at total of \$1,560,000 in revenue to be received from TOT, which is 11% less than the prior fiscal year. The first two quarters reported in TOT saw a decline of 21% for the same time period last year, which is a reduction of \$207,335.

The last several years the City has provided the school district with school resource officers from our Police Department to be placed in several high schools and middle schools. The annual amount budgeted has been over \$400,000 for the high schools and over \$200,000 for the middle schools. The City only invoices based on actual time officers are at the schools. Due to COVID-19 and distance learning the officers are not needed as much as in a typical year. Recently the Council approved an amendment to the agreement with the high school district to reduce the number of officers to be used from four to two. The fiscal year 2020-21 budgeted revenue is \$682,369, through December we have received and/or billed 28% (\$193,373) of the budgeted revenue.

Parks and Community Services which includes the zoo and recreation program fees and contributions has been severely impacted by COVID-19. Annually per an agreement with the Merced Zoological Society we had been receiving at least \$75,000 in contributions to use towards zoo expenses. Last year we only received \$42,183.50 and this year the agreement approved by City Council was for no monetary donations but in-kind donations. Since recreation programs, rental facilities, etc. have not been able to proceed as in past years there has been very little revenue received to date in these areas. Parks and Community Services program revenues in the fiscal year 2020-21 budget totaled \$386,994. As of December 2020, we have received \$20,700, which is 5.3% of the budgeted revenue. Since some programs did not happen there were some expenditure savings but several costs are fixed or administrative which cannot be reduced. Parks and Community Services has historically been supplemented by the General Fund since revenue does not cover all programming costs. At this point it is difficult to determine if there will be a short fall based on the current General Fund supplement. It is possible that as we get to year-end we may need an additional supplement from the General Fund or Measure Y in order to make Community Services whole. We are currently working on a claim through our insurance carrier for loss of revenue. The claim will include the estimated losses of the zoo donation from the Merced Zoological Society, facility rentals, and recreation programs. We are unsure at this time if our claim will be approved or when we would receive the funding. Any funding received from this claim would offset any of the shortfall in the fund.

In the areas of sales tax, business license, fire prevention fees, vehicle in lieu, and gas tax, revenue received through December has exceeded 50% of budgeted revenues.

Based on valuation reports from the County, the City's valuations increased 6.55%. The budget for property tax revenue was increased by 4% from the prior year. The first property tax installment came in under budget by 4.35% or \$329,000. The County has confirmed that they are seeing higher delinquencies than in prior years. It is unknown at this time if this was caused by the inability for taxpayers to pay their property tax bills due to impacts of COVID-19. We have received 56% of budgeted vehicle in lieu, which is 6.5% more than the first installment amount received last fiscal year.

We have received one full reconciled quarter of sales tax revenue for July, August, and September sales in the General Fund and Measure C. The quarterly sales tax revenue in the General Fund is up by 3.8% on a cash basis but up 9.6% when adjusted for economic data from the same quarter last year. In Measure C we are up 11.6% on a cash basis and 10.2% when adjusted for economic data. According to sales tax reports provided by HdL, sales tax consultant, there were increases in Auto and Transportation, State and County pools (likely due to online purchasing), building and construction, and food and drugs, and business and industry. There were decreases in general consumer goods, restaurants and hotels, and fuel and service stations. The largest increase was in the food and drug industry which can be mainly attributed to the new Cannabis businesses.

The total amount received for Measure Y-Cannabis for the first two quarters of the fiscal year was \$1,530,789. The first Cannabis dispensary began doing business in October 2019 and two more followed in the 3<sup>rd</sup> quarter of fiscal year 2019-20.

As a reminder, the Fiscal Year 2020-21 budget was developed and adopted with the following adjustments because of anticipated reductions in revenue due to COVID-19 and in order to present a balanced budget:

- No increases to operating budgets
- Removed the Welcome Center
- Shifted \$540,000 in expenses from General Fund and Measure C to Cannabis
- Added a transfer from \$400,000 from Development Services to the General Fund
- Added \$330,000 withdrawal from Trust 115-Pension for the General Fund
- Unfunded Several Positions
  - 1 Park Worker
  - 1 Accounting Technician
  - 1 Dispatcher
  - 2 Police Officers (Measure C)
  - .50 Housing Manager (Housing Administration)
- Shifted positions from the General Fund to CFD
  - .50 Firefighter
  - 1 Senior Officer
  - .50 Park Worker
- Did not include any transfers from the General Fund to Revenue Stabilization Fund, Trust 115-Pension, or Economic Development Opportunity Fund

## MID-YEAR RECOMMENDATIONS



**General Fund and Other Administration:**  
City Council

On January 19, 2021, the City Council approved moving forward with Council Member Ornelas' request to create a business grant program that could fund the initial business license fees for a new business to the City of Merced. To establish the grant program an appropriation of \$10,000 from Fund 074-Economic Development Opportunity Fund is required. This program meets the requirements of the Economic Development Opportunity Fund policy based on increasing the tax base and the creation of jobs.

City Manager's Office

To bring the overall management structure in line with that of other Cities, and to create consistency across other departments within the City of Merced, it is requested that the Assistant City Manager position be changed both in title and salary. The request is to delete an Assistant City Manager position and add a Deputy City Manager position in the City Manager's department. In changing the position title, it keeps consistency through-out the organization. Most departments have "Deputy" positions that fall in right under the department head in the chain of command. The current annual cost for the Assistant City Manager at top step is \$246,224, which includes \$192,952 in salary and \$53,272 in benefits. The proposed annual cost for the Deputy City Manager at top step would be \$233,294, which includes \$181,873 in salary and \$51,421 in benefits. This change would be a savings of \$12,930 to the General Fund annually.

City Attorney's Office

Historically, the outside attorney agreement for labor negotiations has been funded in the Personnel Division of the Support Services Fund. To align all legal service contracts under the oversight of the City Attorney's office, it is recommended that this contract be shifted from Human Resources. In order to do this, the funding of \$100,000 which was included in the budget in Fund 672 of revenue as well as expense needs to be moved into the General Fund in the City Attorney's department. This change will be reflected in the budget process in future years. As these funds were previously budgeted, and there is no additional impact to the FY 20/21 budget. Going forward, these funds will be accounted for as part of the City Attorney's annual budget requests.

Finance

On September 3, 2019, the City Council approved annual payments of the Settlement Agreement with the Department of Finance, related to the dissolution of RDA, to be made with RDA residual and a cash pooled loan. The amount of RDA residual changes annually and is not always known at the time the budget is proposed. The Fiscal Year 2020-21 budget assumed the entire \$2,000,000 payment made on 7/1/2020 would come from the cash pooled loan. We did receive RDA residual and have determined \$600,000 is available to help make the payment. Recommendation K. allows us to use \$600,000 of the RDA residual and \$1.3 million from the pooled cash loan in order to make the payment. At the time of the loan approval staff was directed by the City Council to review available funding annually from RDA residual or reimbursements and then only draw down the actual

amount needed to make each annual payment. This will allow to payoff the debt sooner while keeping the interest down which provides the least amount of impact to the General Fund.

**Development Services:**Planning

The Planning Department has seen an increased need for support to bring the City's local municipal code into compliance with newly adopted State standards. In addition, the increase in development projects and the need for Community Facilities District annexation management has become an anticipated workload that can no longer be managed with existing Planning resources. In order to address these two issues and enhance the customer service provided to the City's development partners, it is recommended that a Senior Management Analyst position be added. The annual cost for a Senior Management Analyst is \$122,640, which includes \$87,061 in salary and \$35,579 in benefits. In order support the additional position, a Supplemental Appropriation in the amount of \$44,000 is needed from the existing unencumbered, unreserved fund balance in Fund 017 Development Services.

Inspection Services

The Community has expressed a desire for the permit approval process to increase turnaround timeframes. After careful evaluation of the review process, staff are recommending that services previously outsourced be managed internally to achieve the level of customer service desired. The following positions are being recommended: two Building Inspectors I/II and one Development Services Technician. In order to support the increase in staffing, a correlative reduction to the contractual services will be made. The annual cost a Building Inspector is \$96,762, which includes \$64,031 in salary and \$31,731 in benefits. The cost of a Development Services Technician is \$68,229, which includes \$40,440 in salary and \$ 27,789 in benefits. If the positions are approved, an equal offset to the professional services expenses would be made, resulting in a net zero impact to the Development Services Fund. This approach would be taking into future fiscal years with no additional impact.

**Public Works:**Administration

The Public Works Department has been in the process of shifting from finance specific positions like Account Clerks and Accounting Technicians to Administrative Analysts as part of a reorganization of support services. Adding an Administrative Analyst and removing an Accounting Technician will allow the department to continue to work towards restructuring the administrative staff in order to better accommodate the changing workload and tasks needed to run the day-to-day operations of all divisions within the department. The annual cost for an Administrative Analyst is \$83,004, which includes \$53,100 in salary and \$29,904 in benefits. The annual cost for an Accounting Technician is \$80,433, which includes \$50,897 in salary and \$29,536 in benefits. This is a difference of \$2,571. No additional funding is needed this year due to salary savings as the current position has been vacant since June 2020.

Wastewater Treatment Plant

to the changes in day-to-day operations at the Wastewater Treatment plant the department is requesting to add two WWTP Electrician/Mechanic and removing two WWTP Mechanics. The annual salary and benefit cost for a WWTP Electrician/Mechanic is \$96,449. The annual salary and benefit cost for a WWTP Mechanic is \$96,449. There would be no cost difference to swap these positions.

#### Refuse:

The refuse rate study included the addition of two Maintenance Workers in the Street Tree Division annually. The positions have not been included in the budget in the last two years. Currently there are teams of two Tree Trimmers that work together out in the field. By pairing a Tree Trimmer with a Maintenance Worker, the number of teams can be expanded, allowing for increased services to the community. The annual cost of a Maintenance Worker is \$72,251, which includes \$43,887 in salary and \$28,364 in benefits. In order to hire the two Maintenance Workers for the remainder of the fiscal year a supplemental appropriation in the amount of \$46,130 from the unencumbered, unreserved fund balance in Fund 558-Refuse Operations is needed. These costs were included when the refuse rates were created and approved.

#### **Council Direction:** Unfunded Positions

In order to adopt a balanced budget for Fiscal Year 2020-21, several positions were unfunded. Staff is seeking City Council direction as to if they would like to add any of the positions back sooner than during the budget process for next fiscal year. If positions are added back staff will need to return to City Council for formal approval and adoption of a resolution.

Two police officers were unfunded in Measure C. Based on the sales tax receipts and reports we have received, staff is comfortable with adding these positions back if Council chooses to do so. We will continue to work on moving as many positions out of Measure C and into CFD during the budget process since Measure C is still uncertain.

A dispatcher, accounting technician, and park worker were unfunded in the General Fund. Staff recommends holding off on adding these positions until they can be analyzed during the budget process. In order to adopt a balanced budget a withdrawal from Trust 115 for pension in the amount of \$330,000 and a transfer from Development Services of \$400,000 was included for this fiscal year. If we get to the end of the year and find one, both, or partials are not needed we would prefer not to complete these. Holding these positions will help in that regard but if City Council chooses to add any of the positions back it can be done.

Lastly, .5 of a Housing Manager was unfunded, which meant the position needed to be held vacant for six months. During the quarterly update on October 5, 2020, the City Council approved underfilling it with a Housing Supervisor. The Housing Department filled this vacancy at the end of January, therefore; no direction is needed from City Council.

#### Five-Year Forecast

A Five-Year Forecast is typically presented to the City Council every November. In October 2020, the City Council directed staff to postpone the presentation due to uncertainty of revenues due to COVID -19 and to come back to the City Council during the Mid-Year budget review to receive further direction. Staff is now requesting direction from the City Council as to when they would like the Five-Year Forecast presented. It is recommended that we present either in April 2021 or to wait until November 2021 so it does not interfere with the budget process.

### Engineering Projects

Over the last couple of years, the City Council has approved a significant amount of projects that need to be completed in the City of Merced. The City receives funding from different sources annually but not enough in one year to complete all projects at once. In order to guide staff, we are requesting City Council start to think about prioritizing the list. Below is the list of projects in which staff will be working with the City Council through the strategic planning session and budget process to prioritize.

#### *Grind and Overlay*

Yosemite Ave (Parsons to Mansionette)

R St. from Buena Vista to Yosemite Ave (Phase 2)

#### *Full Reconstruction*

18th Street (R St to V St)

Glen Ave (Santa Fe to Bear Creek)

R Street (Olive Ave to Northwood Dr)

R Street (16th to 18th)

N Street (16th to 18th)

V Street (16th to 18th)

26th Street (Glen to 7th)

#### *Rail Crossing / Quiet Zones*

Highway 59 and BNSF Railroad Crossing

Glen Ave and BNSF Railroad Crossing

### **ATTACHMENTS**

1. Resolution 2021-10
2. Resolution 2021-11



## ADMINISTRATIVE REPORT

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**File #:** 21-163

**Meeting Date:** 2/22/2021

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

**SUBJECT:** Discussion and Identification of the Topics for the Upcoming March 15 Joint Study Session with City Council

### REPORT IN BRIEF

Discussion on the upcoming joint study session with City Council.

### RECOMMENDATION

Direction to staff providing a courtesy list of discussion topics to the City Council for the March 15, 2021, Joint Study Session.

### DISCUSSION

At the January 19<sup>th</sup> City Council meeting, the City Council expressed a desire to work with the Recreation & Parks Commission towards establishing common goals and strategies and requested to hold a joint study session with the Commission. At the January 25 meeting, Commissioners unanimously voted to hold the study session on March 15<sup>th</sup>.

This item today is to discuss and confirm the topics that Commissioners would like to cover at the study session. As the lead legislative body, it is anticipated that the City Council will also have items to cover with the Parks and Recreation Commission.

Interim Director Frank Quintero is suggesting that the Parks and Recreation Commission submit a courtesy list of discussion topics focusing on the following: participatory budgeting, issuing a Request for Information for all youth center leases, and updating the Park and Open Space Master Plan as part of the next General Plan update process.



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**File #:** 21-126

**Meeting Date:** 2/22/2021

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**SUBJECT:** Request to Add Item to Future Agenda

### REPORT IN BRIEF

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



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**File #:** 21-125

**Meeting Date:** 2/22/2021

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**SUBJECT:** Commission Comments

### REPORT IN BRIEF

Provides an opportunity for the Chair and/or Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the Commission 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.