

DOS PALOS CITY COUNCIL

REGULAR MEETING AGENDA
City-County Building, 1554 Golden Gate Avenue
Dos Palos, California, USA

6:00 pm, Tuesday, August 16, 2022

A. CALL TO ORDER:

by Mayor April Hogue

1. Flag Salute:

by Mayor Pro Tem Debbie Orlando

2. Invocation:

by Councilmember Thomas Pigg

3. Roll Call:

by City Clerk Ysidro Garcia

4. Urgency Additions or Deletions:

Requires urgency and four affirmative votes

5. Public Comment:

At this time, anyone present may comment upon any city-related business item, which is not on this agenda. Please state your name and address for the record. Please be concise and avoid repetition. The mayor may limit you to one presentation not to exceed two minutes in length. State law now requires at least twice as much time be allotted to a member of the public who utilizes a non-English translator. Action, if necessary, is limited to staff referral, or with special conditions, placement on a future agenda.

B. COMMENDATIONS, PRESENTATIONS, and PROCLAMATIONS.

1. Presentation of the Audited Financial Statements for July 1, 2020 to June 30, 2021 by Price Paige & Company.

C. CONSENT CALENDAR:

Action

1. Approval of the Minutes of the July 19, 2022 Regular Meeting.
2. Approval of the Pre-Paid for July 2022.
3. Approval of the Warrants for August 2022.

D. BUSINESS:

1. Review D.P.M.C. 17.60.070, Off-Sale and On-Sale of Alcohol. Report Discussion
2. Designate approximately 104 feet of curb as loading and unloading (Yellow) on the eastside of Lucerne Avenue between Blossom Street and East Blossom Street. Report Discussion Action

- | | |
|---|--------------------------------|
| 3. Authorize the Mayor to enter into an Agreement with Merced County Association of Governments for Measure V Local Funding. | Report
Discussion
Action |
| 4. Authorize the Mayor to enter into an Agreement with Merced County Association of Governments for Measure V Regional Funding. | Report
Discussion
Action |

E. CORRESPONDENCE, EVENTS, COUNCIL & STAFF REPORTS:

1. City Engineer.
2. Utilities.
3. Public Works.
4. Police.
5. City Attorney.
6. City Council.
7. Finance and Personnel.
8. City Manager.
9. Mayor.

F. ADJOURNMENT *in memory of local departed:* Isabel O'Bannon 86
Irma Vasquez 69

Disclosures and Information:

The 96th City Council consists of Mayor April Hogue, Mayor pro Tempore Thomas Pigg, Councilmember Debbie Orlando, Councilmember Armando Bravo, and Councilmember Marcus Porter. The 44th Council Session is now in session and ends on November 15, 2022. The next available numbers of record are Ordinance #434 and Resolution 2022-13. Per 54954.2(a)(1), the City's website cityofdospalos.org may be down intermittently or temporarily for maintenance or repairs.

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2174 Blossom Street, Dos Palos CA 93620, (209) 392-2174, email:
cityofdp@cityofdp.com

Dos Palos City Council Minutes

July 19th , 2022

- A. CALL TO ORDER:** Mayor April Hogue called a regular meeting of the Dos Palos City Council to order at 6:02 pm in the City-County Building at 1546-1554 Golden Gate Avenue in Dos Palos, California on Tuesday, July 19th, 2022.

1. The Pledge of Allegiance was led by Mayor Pro Tem Debbie Orlando.
2. An Invocation was made by Councilmember Pigg.
3. **Roll Call:** City Clerk Ysidro Garcia called Roll finding all City Councilmembers present: Mayor April Hogue, Mayor pro Tem Debbie Orlando, Councilmember Thomas Pigg, Councilmember Armando Bravo, and Councilmember Marcus Porter.
4. Urgency, Additions or Deletions: None.
5. Public Forum: None

Others Present Included: City Attorney Mike , City Manager Dewayne Jones, Director of Utilities Craig Hackett, Chief of Police Rich McEachin, Director of Finance Manuela Sousa, Public Works Director Gordon Bonds and numerous others.

B. Commendations, Presentations, and Proclamations:

1. A proclamation was announced by Sergeant Chavez to proclaim August 2, 2022 as National Night Out in Dos Palos. Event will be held in front of the Police Department at 6:00pm-9:00pm.

C. Consent Calendar:

1. It was moved by Councilmember Pigg and Seconded by Mayor Pro Tem Orlando to approve the minutes of the June 21st, 2022 regular meeting. The motion passed 5-0 as follows: AYES: Hogue, Orlando, Pigg, Bravo, and Porter. NOES: None. ABSENTATIONS: None. ABSENT: None
2. It was moved by Councilmember Pigg and Seconded by Mayor Pro Tem Orlando to approve the Treasures Report for February 2022. The motion passed 5-0 as follows: AYES:

Hogue, Orlando, Pigg, Bravo, and Porter. NOES: None. ABSENTATIONS: None. ABSENT: None

3. It was moved by Councilmember Pigg and Seconded by Mayor Pro Tem Orlando to approve the Treasures Report for March 2022. The motion passed 5-0 as follows: AYES: Hogue, Orlando, Pigg, Bravo, and Porter. NOES: None. ABSENTATIONS: None. ABSENT: None.
4. It was moved by Councilmember Pigg and Seconded by Mayor Pro Tem Orlando to approve the Pre-Paid for June 2022. The motion passed 5-0 as follows: AYES: Hogue, Orlando, Pigg, Bravo, and Porter. NOES: None. ABSENTATIONS: None. ABSENT: None.
5. It was moved by Councilmember Pigg and Seconded by Mayor Pro Tem Orlando to approve the Warrants for July 2022. The motion passed 5-0 as follows: AYES: Hogue, Orlando, Pigg, Bravo, and Porter. NOES: None. ABSENTATIONS: None. ABSENT: None.

D. Business:

1. Following a Staff Report It was Moved by Councilmember Bravo and Seconded by Councilmember Pigg to pass Resolution 2022-11. Authorizing the City Manager to file a Regional Surface Transportation Program(RSTP) Exchange program fund claim form for FY 2021/2022. The motion passed 5-0 as follows: AYES: Hogue, Orlando, Pigg, Bravo, and Porter. NOES: None. ABSENTATIONS: None. ABSENT: None.
2. Following a Staff Report, Discussion was opened at 6:18pm and closed at 6:19pm with no discussion, It was Moved by Councilmember Bravo and Seconded by Councilmember Porter to pass Resolution 2022-12 Adopting the First Amended Groundwater Sustainability Plan for portions of the Delta-Mendota Subbasin. (Sitting as the Board of Directors for the City of Dos Palos Groundwater Sustainability Agency. The motion passed 5-0 as follows: AYES: Hogue, Orlando, Pigg, Bravo, and Porter. NOES: None. ABSENTATIONS: None. ABSENT: None.
3. Following a Staff Report It was Moved by Councilmember Bravo and Seconded by Councilmember Pigg authorize the City Manager to enter an agreement with the County of Merced for Special Animal Control Services. The motion passed 5-0 as follows: AYES: Hogue, Orlando, Pigg, Bravo, and Porter. NOES: None. ABSENTATIONS: None. ABSENT: None.

4. Following a Staff Report It was Moved by Councilmember Bravo and Seconded by Councilmember Porter to Authorize the City Manager to create and hire the position of Admin Clerk and approved updated Salary Schedule. The motion passed 5-0 as follows: AYES: Hogue, Orlando, Pigg, Bravo, and Porter. NOES: None. ABSENTATIONS: None. ABSENT: None.
5. Following a Staff Report It was Moved by Councilmember Bravo and Seconded by Councilmember Pigg to Authorize the Surplus, Sale, Trade, or Recycle of Vehicles. The motion passed 5-0 as follows: AYES: Hogue, Orlando, Pigg, Bravo, and Porter. NOES: None. ABSENTATIONS: None. ABSENT: None.
6. Following a Staff Report It was Moved by Councilmember Bravo and Seconded by Councilmember Porter for the Designation of Voting Delegate for the League of California Cities Annual Conference. Councilmember Bravo was nominated.

E. Correspondence, Events, Council and Staff Reports:

Various Reports were Presented.

H. Adjournment: The meeting was adjourned at 7:25pm in memory of:

David Carlucci 79

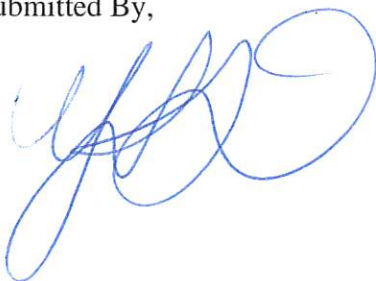
Mickey Mello 76

Kristie Yonkers 70

Charles Walker 41

Respectfully Submitted By,

Ysidro Garcia



Pre-Paid Listing July 2022

21342 Co Power - Department 34604	07/19/2022	\$	17.50
21343 Keenan & Associates	07/19/2022	\$	1,395.20
21344 Ysidro Garcia	<u>07/21/2022</u>	<u>\$</u>	<u>217.49</u>
	Total	\$	1,630.19

BR-Board Audit (08/11/2022 - 2:24 PM)

Warrant Listing - Aug 2022

21356	Amazon Capital Services	08/11/2022	\$	663.64
21357	Aramark	08/11/2022	\$	419.74
21358	Mike Areias	08/11/2022	\$	400.00
21359	AT&T	08/11/2022	\$	409.47
21360	AutoZone, Inc.	08/11/2022	\$	200.32
21361	Bankcard Center	08/11/2022	\$	1,984.75
21362	Bankcard Center	08/11/2022	\$	423.15
21363	Bankcard Center	08/11/2022	\$	91.58
21364	Bankcard Center	08/11/2022	\$	273.68
21365	Clifton Battles	08/11/2022	\$	146.36
21366	Bureau of Reclamation	08/11/2022	\$	2,527.20
21367	Casey Moving Systems	08/11/2022	\$	45.00
21368	Cintas	08/11/2022	\$	780.42
21369	City of Dos Palos	08/11/2022	\$	1,498.00
21370	CivicPlus LLC	08/11/2022	\$	2,740.00
21371	Comcast	08/11/2022	\$	626.92
21372	CopWare, Inc.	08/11/2022	\$	85.00
21373	Department of Transport	08/11/2022	\$	72.24
21374	Dooley Enterprises, Inc	08/11/2022	\$	935.28
21375	Dos Palos Drainage Dist	08/11/2022	\$	10,020.00
21376	Dos Palos Fire Dept.	08/11/2022	\$	225.00
21377	Electric Drives, Inc.	08/11/2022	\$	12,407.71
21378	Elite Uniforms	08/11/2022	\$	346.34
21379	ERS Industrial Services	08/11/2022	\$	124,025.41
21380	Ford Motor Credit Compa	08/11/2022	\$	1,147.58
21381	Ford Motor Credit Compa	08/11/2022	\$	550.44
21382	Fresno Mobile Radio Inc	08/11/2022	\$	350.00
21383	Frontier Communications	08/11/2022	\$	74.39
21384	Gall's , an Aramark Com	08/11/2022	\$	333.63
21385	Adam Garibay	08/11/2022	\$	3.00
21386	GM Fitness, Inc.	08/11/2022	\$	54.33
21387	Great America Financial	08/11/2022	\$	337.10
21388	Hawks & Associates CPAs	08/11/2022	\$	1,120.00
21389	HCL Machine Works, Inc	08/11/2022	\$	131.77
21390	Hi-Tech Emergency Vehic	08/11/2022	\$	16,269.25
21391	Home Depot Credit Servi	08/11/2022	\$	1,900.33

21392	Image Sales	08/11/2022	\$	23.92
21393	Ingraham Trophies	08/11/2022	\$	588.32
21394	Wingert Co. J.L.	08/11/2022	\$	2,734.39
21395	JG Hardware Store	08/11/2022	\$	90.51
21396	Justin's Tire and Auto	08/11/2022	\$	315.26
21397	Kuubix Global,LLC	08/11/2022	\$	300.00
21398	Lawson Products	08/11/2022	\$	246.07
21399	League of California Ci	08/11/2022	\$	54.45
21400	Liebert Cassidy Whitmor	08/11/2022	\$	88.50
21401	Local Agency Formation	08/11/2022	\$	657.89
21402	Attorneys at Law Lozano	08/11/2022	\$	1,140.25
21403	Marlin Business Bank	08/11/2022	\$	661.64
21404	Melin Enterprises, INC	08/11/2022	\$	650.00
21405	Mid Valley Disposal	08/11/2022	\$	51,186.50
21406	Mid Valley IT	08/11/2022	\$	4,159.60
21407	Midway Community Water	08/11/2022	\$	10,742.03
21408	N & S Tractor Co.	08/11/2022	\$	152.26
21409	Nicoletti Oil Inc.	08/11/2022	\$	9,725.21
21410	Northstar Chemical	08/11/2022	\$	3,603.75
21411	Orozco Yard Maintenance	08/11/2022	\$	2,620.00
21412	Pace Supply Corp	08/11/2022	\$	1,367.78
21413	Pacific Gas & Electric	08/11/2022	\$	33,038.02
21414	Pacific Tire	08/11/2022	\$	40.00
21415	Paramount Pest Control	08/11/2022	\$	171.00
21416	Pegboard	08/11/2022	\$	964.10
21417	Daniel Perez Jr	08/11/2022	\$	104.27
21418	Price Paige & Company	08/11/2022	\$	1,500.00
21419	Quad Knopf	08/11/2022	\$	10,750.20
21420	Quantum FSD, Inc.	08/11/2022	\$	124.95
21421	Safe T Lite	08/11/2022	\$	1,184.77
21422	San Luis & Delta Mendot	08/11/2022	\$	4,641.86
21423	Smile Business Products	08/11/2022	\$	110.86
21424	South Dos Palos Water D	08/11/2022	\$	5,505.38
21425	Polly Spain	08/11/2022	\$	66.50
21426	Springbrook Holding Com	08/11/2022	\$	822.00
21427	Staples	08/11/2022	\$	186.73
21428	State Foods Supermarket	08/11/2022	\$	150.15
21429	SWRCB	08/11/2022	\$	60.00
21430	SWRCB Accounting Office	08/11/2022	\$	113.16

21431	Symbol Arts	08/11/2022	\$	1,093.90
21432	TargetSolutions Learnin	08/11/2022	\$	1,792.00
21433	The Office City	08/11/2022	\$	344.05
21434	The Westside Express	08/11/2022	\$	60.00
21435	Trans-Rock Trucking	08/11/2022	\$	2,500.00
21436	United Rotary Brush Cor	08/11/2022	\$	3,589.60
21437	Underground Service Aler	08/11/2022	\$	1,200.00
21438	USABlue Book	08/11/2022	\$	192.12
21439	USDA, Service Center Ru	08/11/2022	\$	21,366.10
21440	Utility Service Co., In	08/11/2022	\$	7,190.32
21441	Valley Animal Hosptial	08/11/2022	\$	120.00
21442	Verizon Wireless	08/11/2022	\$	1,053.98
21443	Water Technology of Fre	08/11/2022	\$	853.25
21444	Westamerica Bank	08/11/2022	\$	2,245.76
21445	Yonkers & Johnson	<u>08/11/2022</u>	<u>\$</u>	<u>72.51</u>
	Total		\$	377,934.90

BR-Board Audit (08/11/2022 - 1:07 PM)

17.60.070 Off-sale and on-sale of alcohol.

- A. The conditions set forth in this chapter shall apply in all districts or zones.
- B. Change of ownership or title or license renewal shall be cause to require a new permit and/or business license application.
- C. In all calculations of allowable outlets per inhabitants in this chapter, the number of inhabitants shall be that number counted within the city limits in the last federal decennial census (1990, 2000, etc.), not adjusted or mid-decade figures.
- D. In all calculations of allowable outlets per inhabitants in this chapter, a major fraction thereof shall not allow or provoke an additional permit or license.
- E. No permit and/or business license shall be issued for the retail sale of off-sale beer and wine if the total number of licensed locations selling off-sale beer and wine exceeds one location per one thousand inhabitants.
- F. No permit and/or business license shall be issued for the retail sale of off-sale distilled spirits or spirituous liquors if the total number of licensed locations selling off-sale distilled spirits or spirituous liquors exceeds one location per one thousand inhabitants.
- G. Should the total number of licensed locations selling off-sale beer and wine be less than that allowed under 17.60.070 subsection E. (which is one location per one thousand inhabitants), then one additional licensed location selling off-sale beer, wine, distilled spirits or spirituous liquor may be substituted, provided that the total number of off-sale licensed locations allowed under sub-sections E. and F. is not increased.
- H. No permit and/or business license shall be issued for the sale of on-sale beer and wine if the total number of licensed locations selling on-sale beer and wine meets or exceeds one location per one thousand inhabitants.
- I. No permit and/or business license shall be issued for the sale of on-sale distilled spirits or spirituous liquors if the total number of licensed locations selling on-sale distilled spirits or spirituous liquors meets or exceeds one location per two thousand inhabitants. (Code 1999, § 17.60.070; Ord. 348, 1999; Ord. 342 (part), 1997; Ord. No. 402, 1-3-2011)

MEASURE V LOCAL FUNDING AGREEMENT
between
MERCED COUNTY ASSOCIATION OF GOVERNMENTS
and the
City of Dos Palos

This Measure V Local Funding Agreement ("AGREEMENT"), effective the 1st day of July 2022, is entered into by and between Merced County Association of Governments, a joint powers authority pursuant to California Government Code Section 6500 et seq. (MCAG), and the City of Dos Palos ("RECIPIENT").

RECITALS

- A. On November 8, 2016, the voters of Merced County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. ("Act"), approved Measure V, thereby authorizing MCAG to administer the proceeds from the one-half cent transaction and use tax ("Measure V").
- B. The duration of the Measure V transportation sales tax will be 30 years from the initial year of collection, which began April 1, 2017, with said tax to terminate/expire on March 31, 2047. The tax proceeds will be used to pay for the programs and projects outlined in the Measure V Expenditure Plan – ½ Cent Transportation Sales Tax Measure Expenditure Plan for Merced County ("Expenditure Plan"), as amended in accordance with State law.
- C. This AGREEMENT delineates the requirements of the Local Projects funds that are directly allocated to local jurisdictions, as authorized by the Expenditure Plan.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

ARTICLE I – LOCAL PROJECTS FUNDING ALLOCATIONS

This AGREEMENT authorizes MCAG to allocate the Local Projects funds derived from Measure V receipts in accordance with the voter-approved Expenditure Plan as follows:

- Each jurisdiction (each City and the County) shall be allocated an annual base amount of \$150,000 from the Local Projects funds. The total amount of this base amount will be subtracted from the 50% Local Projects funds before the remainder is allocated.

- The remaining Local Projects funds after the base amount allocation shall be allocated in accordance with the Expenditure Plan based on the average of the jurisdiction's share of the total countywide population and its share of the total countywide publicly maintained road miles. For example, if a jurisdiction has 35% of the population and 75% of the road miles, it will be allocated 55% of the funds remaining after the base amounts are allocated.
- 20% of each jurisdiction's total allocation of Local Projects funds shall be used for Alternative Modes projects as outlined in the Expenditure Plan.

A. LOCAL PROJECTS

1. Fifty percent (50%) of the Measure V funds collected shall be allocated to Local Projects. The individual local elected city councils and the Merced County Board of Supervisors are the decision-making bodies for the use of their respective allocations of the Local Projects funds within their respective jurisdictions. Each city and the County of Merced shall receive their Local Projects funding allocation as described above consistent with the Expenditure Plan. The goal of the Local Projects funds is to improve the local transportation systems within each individual city and the County of Merced overall. At least twenty percent (20%) of the Local Projects funds each jurisdiction receives shall be used for Alternative Modes projects (see section B).
2. MCAG shall distribute the Local Projects funds pursuant to the formula described above and consistent with the Expenditure Plan. RECIPIENT allocations are subject to change based on variations of annual population figures and percent of road miles pursuant to Article II Paragraph A(2) herein.
3. The Expenditure Plan provides basic fund usage guidelines for RECIPIENT use of the Local Project funds received from the Measure V sales tax. Said guidelines are hereby incorporated into this AGREEMENT by reference.
4. RECIPIENT shall use the reporting tools designated by MCAG to maintain and provide a separate accounting of the Local Projects funds received and any and all expenditures from said funds to ensure that the funds are spent in accordance with the approved Expenditure Plan.
5. RECIPIENT may choose to advance funds for a project, either a project specified in the plan or a project for which they plan to use their Local Projects funds, and to receive reimbursement for that advancement in accordance with the plan. The fund advancement

and reimbursement projections must be approved by a majority vote of the MCAG Governing Board per its Bylaws prior to the jurisdiction proceeding with the project. RECIPIENT may also accumulate funds from their Local Projects allocations over several years to fund higher-cost projects.

6. RECIPIENT shall provide a report to the Citizens Oversight Committee within 60 days of the fiscal year end delineating the Local Projects funds received and how they were spent. In addition, RECIPIENT shall provide documentation as to whether or not the Maintenance of Effort as described in Article II, Paragraph B(4) below, was met.

B. ALTERNATIVE MODES PROJECTS

1. At least twenty percent (20%) of the Local Projects funds received by RECIPIENT shall be used for Alternative Modes projects as required in the Expenditure Plan. RECIPIENT may use more than the twenty percent (20%) minimum but not less. The goal of this sub-category of projects is to provide safe alternatives to automobile travel, increase use of alternative modes, and improve air quality and the environment. RECIPIENT may also accumulate funds from their Local Projects allocations over several years to fund higher-cost Alternative Modes projects.
2. This sub-category may be used for projects and programs that provide alternatives to single-occupant vehicle use, increase use of alternative modes, and improve air quality and the environment, including but not limited to the following:
 - Sidewalks, crosswalks, safe routes to schools, ADA curb ramps and other pedestrian projects
 - Bicycle projects
 - Passenger rail
 - Railroad crossing safety improvements
 - Vanpools, carpools or other ridesharing programs or incentives
 - Roundabouts or other air quality improvements
 - Other alternative modes

ARTICLE II: PAYMENTS AND EXPENDITURES

A. MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG)

1. Within 5 business days of actual receipt of the Measure V sales tax revenues from the State Board of Equalization ("BOE"), MCAG shall pay to the RECIPIENT its allocated amount of available Local Projects funds provided that the RECIPIENT is current on expenditure reporting requirements as outlined in Article II, Paragraph B(3). With the payment, MCAG shall provide the RECIPIENT with an itemized breakdown of how the allocation payment was calculated. In the event of non-compliance, MCAG maintains the authority to hold Local Project fund allocations until reporting requirements are met.
2. MCAG shall annually update the Measure V revenue projections and the resulting fund allocation formulas to reflect the most current population using the California Department of Finance's annual population estimates (Report E-1 published annually in May) and the Maintained Miles by jurisdiction as published in the most current California Public Road Data. MCAG shall use the updated Local Projects allocation formulas in the allocations beginning July 1 of each new fiscal year, which is from July 1 to June 30. MCAG shall provide the RECIPIENT prompt notice of any update to the allocation formulas and MCAG's application of the updated formula to the RECIPIENT's allocation.
3. MCAG shall include Measure V Local Projects funds distributed to each RECIPIENT in a quarterly report to the Board of Directors.
4. MCAG shall provide for an independent annual audit of its financial statements including revenues and expenditures and of its calculation of the allocation formula for distributing Measure V revenues to RECIPIENT and the other jurisdictions.
5. MCAG shall provide reasonable notice to RECIPIENT prior to conducting an audit of Local Projects funds received by RECIPIENT to determine whether the RECIPIENT's use of said funds is in compliance with this AGREEMENT and the Expenditure Plan.

B. RECIPIENT'S DUTIES AND OBLIGATIONS

1. RECIPIENT shall use all Local Projects funds received in compliance with the applicable guidelines and plan(s), as they may be adopted or amended by the Board of Directors for MCAG in accordance with applicable law.
2. RECIPIENT shall use and maintain the designated reporting tools to report on funds received and expended. RECIPIENT must account for Local Projects funds, including any interest

received or accrued, separately for each fund type. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds. MCAG and its representatives and agents shall have the absolute right at any reasonable time to inspect and copy any accounting records related to such funds, except to the extent specifically prohibited by application law.

3. RECIPIENT will use the designated reporting tools to provide MCAG with the required information related to Local Projects funds expenditures according to the following schedule:

<u>Reporting Period</u>	<u>Due Date</u>
July 1 to September 30	October 31
October 1 to December 31	January 31 of following calendar year
January 1 to March 31	April 30
April 1 to June 30	August 30 (60 days are provided for The 4th quarter of each fiscal year)

4. RECIPIENT hereby agrees to the Maintenance of Effort. The enabling legislation in Public Utilities Code Section 180001(e) provides:

It is the intent of the Legislature that funds generated pursuant to this division be used to supplement and not replace existing local revenues used for transportation purposes.

If RECIPIENT receives revenues for Local Projects, it shall annually maintain, as a minimum, the same level of local fully discretionary general fund revenues that were expended on average for fiscal years 2016/17, 2017/18, and 2018/19, for transportation purposes.

Dedicated funds for transportation such as gas tax revenues are not counted as general fund revenues. Transfers into the general fund will not be counted as general fund revenues.

Grant awards and general fund revenues used as matching funds for grant awards will not be counted as general fund revenues.

5. RECIPIENT hereby agrees to and accepts the formulas used in the allocation of Measure V, as reflected in the Expenditure Plan, and agrees to accept and use the California Department of Finance Estimates of Population figures (Report E-1, updated annual in May)

for California cities and counties and the maintained miles by jurisdiction as published in the most current California Public Road Data for the annual update of the sales tax allocation formulas to begin in each new fiscal year.

C. OTHER CONSIDERATIONS

1. Transportation Purposes Only: RECIPIENT shall use all Local Projects funds solely for transportation purposes as defined by the Expenditure Plan. Any jurisdiction that violates this provision, as determined by the MCAG Board, must fully reimburse all misspent funds, including all interest which would have been earned thereon. The interest rate shall not exceed the maximum allowed by law.
2. Staff Cost Limitations: Direct costs associated with the delivery of programs and projects associated with Local Projects funds, including direct staff costs and consultant costs, are eligible uses of said funds. Indirect costs, including, but not limited to, overhead costs such as rent, utilities, and human resources staff, are not allowed.
3. Fund Exchange: Each local jurisdiction shall have the authority to loan Local Projects funds allocated to them to other local jurisdictions for the implementation of needed transportation projects.
4. CEQA: All projects funded with Local Projects funds shall comply with the California Environmental Quality Act (CEQA) and other environmental reviews as required.
5. Promotion: At a minimum, RECIPIENT agrees to promote all projects funded by more than \$50,000 through Measure V with branded signage and is encouraged to use additional means such as news releases, social media, events, or any other tools to communicate to the public that the project was funded by Measure V. For this same category of projects, RECIPIENT also agrees to provide MCAG with at least two (2) photographs of the project, either 1) in progress or 2) before and after completion or some combination thereof.

ARTICLE III: REPORTING REQUIREMENTS

A. REQUIREMENTS AND WITHHOLDING

RECIPIENT shall comply with each of the reporting requirements set forth below. If RECIPIENT fails to comply with one or more of these requirements, MCAG may withhold payment of further Local Projects funds to RECIPIENT until full compliance is achieved.

1. RECIPIENT shall, by December 31st of each year, submit to MCAG at the RECIPIENT's expense, separate independently audited financial statements for the prior fiscal year of Local Projects funds received and used.
2. RECIPIENT shall provide current and accurate information on RECIPIENT's website (if applicable) and to MCAG for the Measure V website, to inform the public about how RECIPIENT is using Local Projects funds.
3. RECIPIENT shall, at least annually, publish an article highlighting a project or program funded by Local Projects funds, or provide information to MCAG's Public Information Officer regarding such project or program for publication.
4. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries in regard to RECIPIENT's receipt, usage, and/or compliance with audit findings regarding Local Projects funds before the Citizens Oversight Committee.
5. RECIPIENT agrees that MCAG may review and/or evaluate all projects or programs funded pursuant to this AGREEMENT. This may include visits by representatives, agents or nominees of MCAG to observe RECIPIENT's project or program operations, to review project or program data and financial records, and to discuss the project with RECIPIENT's staff or governing body.

ARTICLE IV: OTHER PROVISIONS

A. INDEMNITY BY RECIPIENT

Neither MCAG nor its governing body, elected officials, officers, consultants, agents or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Local Projects funds distributed to RECIPIENT pursuant to this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, that RECIPIENT shall fully defend, indemnify and hold harmless MCAG, its governing body, elected officials, officers, agents and employees from any liability imposed on MCAG for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Local Projects funds distributed to RECIPIENT pursuant to this AGREEMENT.

B. INDEMNITY BY MCAG

Neither RECIPIENT nor its governing body, elected officials, officers, consultants, agents or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by MCAG under or in connection with any work, authority or jurisdiction delegated to MCAG under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, that MCAG shall fully defend, indemnify and hold harmless RECIPIENT, its governing body, elected officials, officers, agents and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by MCAG under or in connection with any work, authority or jurisdiction delegated to MCAG under this AGREEMENT

C. JURISDICTION AND VENUE

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Merced County, California.

D. ATTORNEY'S FEES

Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

E. TERM

The term of this AGREEMENT shall be from July 1, 2022 to June 30, 2027, unless amended in writing or a new Measure V Local Funding Agreement is executed between MCAG and RECIPIENT.

F. SEVERABILITY

If any provision of this AGREEMENT is found by a court of competent jurisdiction or, if applicable, an arbitrator, to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

G. ENTIRE AGREEMENT; MODIFICATION

This AGREEMENT, as well as the referenced Expenditure Plan, constitutes the entire AGREEMENT and supersedes all prior written or oral understandings regarding Local Projects funds. This AGREEMENT may only be modified by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officers as of the date first written below.

CITY OF DOS PALOS

By:

Mayor

Date

Approved as to Legal Form:
Jurisdiction Legal

By:

Name
Counsel

Date

**MERCED COUNTY ASSOCIATION OF GOVERNMENTS
(MCAG)**

By:

Stacie Guzman
Executive Director

Date

Reviewed as to Budget/Financial Controls:

By:

Nav Bagri
Deputy Executive Director

Date

Approved as to Legal Form:

By:

Emily Haden
Legal Counsel to MCAG

Date

MEASURE V REGIONAL PROJECT FUNDING AGREEMENT

between

MERCED COUNTY ASSOCIATION OF GOVERNMENTS

and the

City of Dos Palos

This Measure V Regional Project Funding Agreement ("AGREEMENT"), effective the _____, 2022, is entered into by and between Merced County Association of Governments, a joint powers authority pursuant to California Government Code Section 6500 et seq. (MCAG), and the City of Dos Palos, ("RECIPIENT") for the Blossom Street East Area ("PROJECT").

RECITALS

- A. On November 8, 2016, the voters of Merced County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. ("Act"), approved Measure V, thereby authorizing MCAG to administer the proceeds from the one-half cent transaction and use tax ("Measure V").
- B. The duration of the Measure V transportation sales tax will be 30 years from the initial year of collection, which began April 1, 2017, with said tax to terminate/expire on March 31, 2047. The tax proceeds will be used to pay for the programs and projects outlined in Merced County's 2016 – ½ Cent Transportation Sales Tax Measure Expenditure Plan ("Expenditure Plan"), as it may be amended in accordance with State law.
- C. This AGREEMENT delineates the rights and responsibilities of the Parties hereto as they relate to the Regional Projects funds that are allocated to the PROJECT by the MCAG Governing Board, as authorized by the Expenditure Plan.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

ARTICLE I: REGIONAL PROJECTS FUNDING ALLOCATION

This AGREEMENT authorizes MCAG to allocate Regional Projects funds derived from Measure V receipts to RECIPIENT in accordance with the voter-approved Expenditure Plan based on the PROJECT's satisfaction of the following criteria:

- The PROJECT is of regional significance by being located on the State Highway System, the Regional Road System, in more than one jurisdiction, and/or directly benefiting more than one jurisdiction.
- The PROJECT is included in the applicable Regional Transportation Plan (RTP).
- The PROJECT was recommended by the appropriate Regional Projects Committee of authority based on the PROJECT location.
- The PROJECT was approved by the MCAG Governing Board.
- The PROJECT is included in the current Measure V Implementation Plan.

ARTICLE II: PROJECT SCOPE, COSTS, AND SCHEDULE

A. Project Scope

1. The PROJECT funding allocation was approved by the MCAG Governing Board for Blossom Street East.
2. The PROJECT will include a complete rebuild of Blossom Street East.
3. In utilizing the Measure V funding allocation, the RECIPIENT shall only proceed with work authorized for the specific phase(s) with written "Authorization to Proceed." Within 5 days of the execution of this AGREEMENT or amendment thereof, MCAG shall provide a written "Authorization to Proceed" to the RECIPIENT.

B. Project Costs

1. The PROJECT has a total estimated project cost of \$3,975,000 as of the date of this AGREEMENT.
2. The PROJECT has been approved for an allocation from the Measure V West Side Regional Projects funding account in an amount not to exceed \$3,975,000.
3. The RECIPIENT is responsible for any PROJECT cost overruns. Requests for additional Measure V regional projects revenue beyond what is approved and programmed in the current Implementation Plan may be considered by MCAG through an amendment to the Implementation Plan. All Implementation Plan amendments must be approved by the Governing Board.
4. Regional funding allocated to RECIPIENT for the PROJECT that remains unspent at the completion of the PROJECT will remain in the appropriate Regional Projects funding account

and will be eligible for future programming to regional projects as authorized by the Expenditure Plan.

C. Project Schedule

1. RECIPIENT shall adhere to the following schedule to deliver the PROJECT in a timely manner. Inactivity causing delays of 6 months or more during any phase of the PROJECT shall require action from the MCAG Governing Board to either extend the PROJECT schedule through an amendment to this AGREEMENT or reallocate the PROJECT's funding to another project in the current Implementation Plan.
 - a. Project Study FY 22/23
 - b. Environmental Impact Study FY 22/23
 - c. Design FY 23/24
 - d. Right of Way Acquisition FY 23/24
 - e. Construction FY 24/25
2. The RECIPIENT has six months from the date of this AGREEMENT to execute consultant contracts or initiate work if done by the RECIPIENT's staff.
3. The RECIPIENT shall advertise, award, and administer the PROJECT in accordance with RECIPIENT standards and all applicable federal and state laws.
4. Award information shall be submitted by the RECIPIENT to MCAG within sixty (60) days after the project contract award.
5. If no costs have been invoiced for a six-month period, RECIPIENT agrees to submit for each phase a written explanation of the absence of the PROJECT's activity along with target billing date and target billing amount.
6. Measure V Regional Projects funding allocated to the PROJECT that remains unused at the conclusion of the PROJECT schedule above (including any extensions authorized by MCAG) may be redistributed to other regional projects within the current Implementation Plan at the discretion of the MCAG Governing Board.

D. Changes to Project

Changes to the PROJECT scope, schedule or Measure V Regional Projects funding allocation may require an amendment to the Measure V Implementation Plan at the discretion of the MCAG Governing Board. Subsequently, any amendments to the Implementation Plan related to the PROJECT will also require an amendment to this AGREEMENT, requiring action from both parties.

ARTICLE III: FUNDING AND EXPENDITURES

A. MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG)

1. RECIPIENT shall be reimbursed no later than thirty (30) days following the submission of invoices to MCAG for allowed PROJECT costs, with the exception of costs associated with compliance with the requirements outlined in Article IV, Section A of this AGREEMENT.
2. MCAG shall provide the reimbursement forms and documentation requirements for the submission of invoices to RECIPIENT no later than thirty (30) days following the date of this AGREEMENT.
3. MCAG shall include Measure V Regional Projects funds distributed to the PROJECT in a quarterly report to the MCAG Governing Board.
4. Per the Expenditure Plan, MCAG shall provide for an independent annual audit of Measure V revenue and expenditures for all funding categories, including the PROJECT.
5. MCAG shall provide thirty (30) days notice to RECIPIENT prior to conducting an audit of Regional Project funds received by RECIPIENT for the PROJECT to determine whether the RECIPIENT's use of said funds is in compliance with this AGREEMENT and the Expenditure Plan.

B. RECIPIENT'S DUTIES AND OBLIGATIONS

1. RECIPIENT shall use all Regional Projects funds received for this PROJECT in compliance with the applicable guidelines and plan(s), as they may be adopted or amended by the MCAG Governing Board in accordance with applicable law.
2. RECIPIENT must account for Regional Projects funds separately – independent of Measure V Local Projects accounts. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds. MCAG and its representatives and agents shall have the right at any reasonable time to inspect and copy any accounting records related to such funds, except to the extent specifically prohibited by applicable law.
3. RECIPIENT will utilize the Designated Reporting Tool to provide MCAG with the required information related to Regional Projects fund expenditures according to the following schedule:

Quarter	Reporting Period	Due Date
FY 18-19 Q1	July 1 to September 31	October 31, 2018
FY 18-19 Q2	October 1 to December 31	January 31, 2019
FY 18-19 Q3	January 1 to March 31	April 30, 2019
FY 18-19 Q4	April 1 to June 30	August 30, 2019*
FY 19-20 Q1	July 1 to September 31	October 31, 2019
FY 19-20 Q2	October 1 to December 31	January 31, 2020
FY 19-20 Q3	January 1 to March 31	April 30, 2020
FY 19-20 Q4	April 1 to June 30	August 31, 2020*

*60 days provided for the 4th quarter of each fiscal year.

C. OTHER CONSIDERATIONS

1. PROJECT-Specific Allocation: RECIPIENT shall use all Regional Projects funds allocated to the PROJECT solely for the PROJECT. Any jurisdiction that violates this provision, as determined by the MCAG Governing Board or Measure V Citizens Oversight Committee, must fully reimburse all misspent funds, including all interest which would have been earned thereon. The interest rate shall not exceed the maximum allowed by law.
2. Staff Cost Limitations: Direct costs associated with the delivery of programs and projects associated with the PROJECT, including direct staff costs and consultant costs, are eligible uses of said funds. Indirect costs, including, but not limited to, overhead costs such as rent, utilities, and human resources staff, are not allowed.
3. CEQA: The PROJECT shall comply with the California Environmental Quality Act (CEQA) and other environmental reviews as required.
4. Promotion: At a minimum, RECIPIENT agrees to promote the PROJECT through branded signage and is encouraged to utilize additional means such as news releases, social media, events, or any other tools to communicate to the public that the project was funded by Measure V. RECIPIENT also agrees to provide MCAG with at least five (5) photographs of the project, either in progress, before and after completion, or some combination thereof. At least one photograph of the completed PROJECT is required.

ARTICLE IV: REPORTING REQUIREMENTS

A. REQUIREMENTS AND WITHOLDING

RECIPIENT shall comply with each of the reporting requirements set forth below. If RECIPIENT fails to comply with one or more of these requirements, MCAG may withhold reimbursement payment for the PROJECT until full compliance is achieved.

1. As a means to keep the public informed, the RECIPIENT, at a minimum, shall provide quarterly updates of current and accurate information on RECIPIENT's website (if applicable) and to MCAG for the Measure V website, related to the PROJECT's progress.
2. RECIPIENT shall, at least annually, publish an article highlighting the PROJECT, or provide information to MCAG regarding such project or program for publication.
3. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries in regard to RECIPIENT's receipt, usage, and/or compliance with audit findings regarding the PROJECT before the Citizens Oversight Committee.
4. RECIPIENT agrees that MCAG may review and/or evaluate the PROJECT pursuant to this AGREEMENT. This may include visits by representatives, agents or nominees of MCAG to observe RECIPIENT's project or program operations, to review project or program data and financial records, and to discuss the project with RECIPIENT's staff or governing body.

ARTICLE V: OTHER PROVISIONS

A. INDEMNITY BY RECIPIENT

Neither MCAG nor its governing body, elected officials, officers, consultants, agents or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Regional Projects funds distributed to RECIPIENT for the PROJECT pursuant to this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, that RECIPIENT shall fully defend, indemnify and hold harmless MCAG, its governing body, elected officials, officers, agents and employees from any liability imposed on MCAG for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT for the PROJECT in connection with the Regional Projects funds distributed to RECIPIENT pursuant to this AGREEMENT.

B. INDEMNITY BY MCAG

Neither RECIPIENT nor its governing body, elected officials, officers, consultants, agents or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by MCAG under or in connection with any work, authority or jurisdiction delegated to MCAG under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, that MCAG shall fully defend, indemnify and hold harmless RECIPIENT, its governing body, elected officials, officers, agents and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by MCAG under or in connection with any work, authority or jurisdiction delegated to MCAG under this AGREEMENT.

C. JURISDICTION AND VENUE

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Merced County, California.

D. ATTORNEY'S FEES

Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

E. TERM

The term of this AGREEMENT shall be from July 1, 2022 to sixty (60) days following the completion of the scope of work as described in Article II, unless amended in writing or a new Measure V Regional Project Funding Agreement is executed between MCAG and RECIPIENT.

F. SEVERABILITY

If any provision of this AGREEMENT is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

G. ENTIRE AGREEMENT; MODIFICATION

This AGREEMENT, as well as the referenced Expenditure Plan, constitutes the entire AGREEMENT and supersedes all prior written or oral understandings regarding the Regional Projects funding for the PROJECT. This AGREEMENT may only be modified by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officers as of the date first written below.

CITY OF DOS PALOS (RECIPIENT)

MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG)

By:

April Hogue _____ Date _____
Mayor

By:

Stacie Guzman _____ Date _____
Executive Director

Approved as to Budget/Financial Controls:

Reviewed as to Budget/Financial Controls:

By:

Dewayne Jones	Date
City Manager	

By:

Nav Bagri Date
Deputy Executive Director

Approved as to Legal Form:

Approved as to Legal Form:

By:

City Attorney _____ Date _____

By:

Emily Haden Date _____
Legal Counsel to MCAG