CITY OF MERCED
AMENDED
Meeting Agenda

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

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

Monday, March 16, 2020 | **6:00 PM** | **City Council Chamber, 2nd Floor, Merced Civic Center, 678 W. 18th Street, Merced, CA 95340**

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

NOTICE TO PUBLIC

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

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

PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK

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

INDIVIDUALS WITH DISABILITIES

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

A. CLOSED SESSION ROLL CALL

B. CLOSED SESSION

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

B.1. 20-160 **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Employee Organization: American Federation of State, County, and Municipal Employees (AFSCME) Council 57; Local 2703; International Association of Fire Fighters, Local 1479; Merced Association of City Employees (MACE). AUTHORITY: Government Code Section 54957.6

B.2. 20-161 **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Employee Organizations: Merced Police Officers' Association (MPOA). AUTHORITY: Government Code Section 54957.6

B.3. 20-162 **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Employee Organizations: Merced Association of Police Sergeants. AUTHORITY: Government Code Section 54957.6

B.4. 20-170 **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION Initiation of Litigation pursuant to Government Code section 54956.9(g): (1) case

C. CALL TO ORDER

C.1. Invocation - Al Schapp, Gateway Church

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

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

E. REPORT OUT OF CLOSED SESSION

F. SPECIAL PRESENTATIONS

F.1. Corona Virus Update

G. WRITTEN PETITIONS AND COMMUNICATIONS

H. ORAL COMMUNICATIONS

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

I. CONSENT CALENDAR

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

I.1. 19-751

SUBJECT: Reading by Title of All Ordinances and Resolutions

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

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

I.2. 20-119

SUBJECT: Information Only - Site Plan Review Committee Meeting Minutes of January 16, 2020

RECOMMENDATION
For information only.

I.3. 20-133

SUBJECT: Information Only - Planning Commission Meeting Minutes of January 22, 2020

RECOMMENDATION
For information only.

I.4. 20-136

SUBJECT: Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of February 18, 2020, February 19, 2020, February 20,2020, and February 26, 2020

REPORT IN BRIEF
Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of February 18, 2020, February 19, 2020, February 20, 2020, and February 26, 2020.

I.5. 20-169

SUBJECT: Approval of Homeless Court Memorandum of Understanding Among the County of Merced District Attorney's Office, County of Merced Public Defender's Office, Ciummo and Associates, City of Merced, and the Superior Court of California, County of Merced

REPORT IN BRIEF

Considers the authorization to approve the Homeless Court Memorandum of Understanding among the County of Merced District Attorney's Office, County of Merced Public Defender's Office, Ciummo and Associates, City of Merced, and the Superior Court of California, County of Merced.

RECOMMENDATION

City Council - Adopt a motion approving the Homeless Court Memorandum of Understanding and authorizing the City Manager or the Assistant City Manager to execute all necessary documents.

I.6. 20-152

SUBJECT: Approval of Lease Agreement with the Merced City Chamber of Commerce, d.b.a. The Greater Merced Chamber of Commerce, for Tenant Space at the Ralph Shannon Parcade at 626 W. 18th Street for $1.00 per Month in Exchange for In-Kind Services

REPORT IN BRIEF

Considers a lease agreement with the Greater Merced Chamber of Commerce for 1,682 square-feet of office space located at 626 W. 18th Street for $1.00 per month from March 2020 to December 2020 in exchange for economic development related services valued at $15,000.00.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the lease agreement between the Merced City Chamber of Commerce, d.b.a. the Greater Merced Chamber of Commerce and the City of Merced; and,

B. Authorizing the City Manager or the Assistant City Manager to execute all necessary documents.

I.7. 20-068

SUBJECT: Authorization to Donate a Surplus 1990 Ottawa Fire Engine to the Kids Discovery Station, a Local Non-Profit Organization

REPORT IN BRIEF

Considers providing authorization to donate a surplus 1990 Ottawa Fire Engine previously used by the Fire Department to the local non-profit organization, Kids Discovery Station.

RECOMMENDATION

City Council - Adopt a motion authorizing the donation of a 1990 Ottawa Fire Engine to the Kids Discovery Station and authorizing the City Manager or the Assistant City manager to execute all necessary documents.

I.8. 20-090

SUBJECT: Approval to Waive the Competitive Bidding Requirements to Standardize Equipment, Authorization to Purchase Mobile Computers and Related Equipment with Use of Pooled Cash, and Acceptance of Grant Funding in the Amount of $69,000 from the Merced County Remote Access Network Board as Reimbursement Funding for the Purchase of In-Car Mobile Computers and Related Equipment

REPORT IN BRIEF

Considers the acceptance of $69,000 in Remote Access Network (RAN) funding from the Merced County Remote Access Network for the purchase of ten (10) in car computer systems for police patrol vehicles by using pooled cash which will be reimbursed upon presentation of proof of purchase to the RAN Governing Board.

RECOMMENDATION

City Council - Adopt a motion:

A. Authorizing the acceptance of $69,000, increasing revenue account 001-1002-324-02-00 in reimbursable funds from the Merced County RAN Board and appropriating the same for the purchase of computer equipment for police patrol vehicles in expense account 001-1002-523-43-00; and,

B. Waiving the competitive bid requirement; and,

C. Authorizing the purchase of mobile computers and related equipment; and,

D. Authorizing the use of pooled cash for purchases until the City receives reimbursement funds; and,

E. Authorizing the City Manager or the Assistant City Manager to execute all necessary documents for this purpose.

I.9. 20-120

SUBJECT: Approval of First Amendment to the Agreement with Labworks, LLC., in the Additional Amount of $22,000 and the Total not to Exceed the Contracted Amount of $196,200, to Add a Mobile Sample Log-in Module and Additional Training for the Laboratory Information Management System (LIMS) at the Wastewater Treatment Plant (WWTP) Water Quality Control Laboratory

REPORT IN BRIEF

Considers approving a first amendment with Labworks, LLC, for an additional amount of $22,000 to add a mobile sample log-in module and provide additional training hours as part of the software contract for the LIMS program for the WWTP Water Quality Control Laboratory.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the first amendment to agreement for professional services with Labworks, LLC, for an additional amount not to exceed $22,000 for a mobile sample log-in module and additional training hours; and,

B. Authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

I.10. 20-083

SUBJECT: Award of Bid and Approval of Construction Contract with TBS Contractors, in the Amount of $511,557.52 for a Measure V and SB1 Funded Project for “M” Street - Childs Avenue to 8th Street Roadway Improvements, Project No. 120048

REPORT IN BRIEF

Considers awarding a construction contract in the amount of $511,557.52, funded by Measure V, SB1 and Enterprise funds, for City Project No. 120048 “M” Street - Childs Avenue to 8th Street Roadway Improvements.

RECOMMENDATION

City Council - Adopt a motion:

A. Awarding the "M" Street - Childs Avenue to 8th Street Roadway Improvements, Project 120048, to TBS Contractors, in the amount of $511,557.52, and,

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

I.11. 20-156

SUBJECT: Request to Set a Public Hearing for Monday, April 6, 2020, to Consider Parks and Community Services Fee Schedule Updates

REPORT IN BRIEF

Request to set a Public Hearing for Monday, April 6, 2020, to consider the Parks and Community Services fee schedule modification.

RECOMMENDATION

City Council - Adopt a motion setting a Public Hearing for Monday, April 6, 2020, to consider the Parks and Community Services fee schedule modification.

I.12. 20-061

SUBJECT: Adoption of Resolution Approving the Cypress Terrace 6, Phase C - Final Map 5376 for 54 Single-Family Lots, Generally Located on the West Side of N Street, North of Gerard Avenue, and the Approval of the Subdivision Agreement for Cypress Terrace 6, Phase C

REPORT IN BRIEF

Considers the approval of Final Map #5376 for 54 single-family lots, generally located on the west side of N Street (extended), north of Gerard Avenue (extended), and the subdivision agreement for Cypress Terrace 6, Phase C.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving **Resolution 2020-07**, a Resolution of the City Council of the City of Merced, California, approving the Final Subdivision Map for the Cypress Terrace 6, Phase C Subdivision (#5376); and,

B. Approving the subdivision agreement for Cypress Terrace 6, Phase C; and,

C. Authorizing the City Manager or the Assistant City Manager to execute the subdivision agreement.

I.13. 20-084

SUBJECT: Adoption of Resolution of Intent Regarding Annexation into Community Facilities District (CFD) No. 2003-2 (Services) for the Stoneridge South Subdivision and a Future Apartment Project and Setting a Public Hearing for April 20, 2020, to Hold the Election for Annexation into the CFD

REPORT IN BRIEF

This report requests the City Council to adopt a Resolution of Intent to annex the Stoneridge South Subdivision and a future apartment project into Community Facilities District (CFD) No. 2003-2; and set a Public Hearing for April 20, 2020, to hold the election for annexation into the CFD.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2020-08**, A Resolution of Intention of the City Council of the City of Merced, acting as the Legislative Body of the City of Merced Community Facilities District No. 2003-2 (Services), declaring its intention to annex area to said district and authorize the levy of a special tax within said annexation and designate certain property for future annexation to said district; and,

B. Setting the Public Hearing for April 20, 2020.

I.14. 20-127

SUBJECT: Approval of Street Closure Request #20-03 (Lao Association, with United Way of Merced) for Use of West Main Street Between H and M Streets, Canal Street Between Arbor Lane and West Main Street, and Bob Hart Square, for the Lao New Year Celebration Event on April 18, 2020 from 8:00 AM to 6:00 PM

REPORT IN BRIEF

The Lao Association, with co-sponsor United Way of Merced, is requesting the closure and use of West Main Street between H and M Streets, Canal Street between Arbor Lane and West Main Street, and Bob Hart Square for a celebration of the Lao culture, to include a procession, on Saturday, April 18, 2020, from 8:00 a.m. to 6:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of West Main Street, between H and M Streets (including Canal Street between West Main Street and Arbor Lane and Bob Hart Square), from 8 a.m. to 6 p.m. for the Vendor Fair event, and West Main Street, between H Street and Martin Luther King Jr. Way, from 8 a.m. to 12:30 p.m. (approximately) for the float parking and set-up, on Saturday, April 18, 2020, subject to the details and conditions outlined in the administrative staff report.

I.15. 20-128

SUBJECT: Approval of Street Closure Request #20-04 by the Sacred Heart Catholic Church to Host the "Stations of the Cross" Reenactment and the Silent March for Good Friday on April 10, 2020, from 4:00 p.m. to 5:00 p.m., for the Live Stations of the Cross Reenactment and from 7:00 p.m. to 8:00 p.m., for the Silent March on Canal Street Between West 11th and 13th Streets; West 11th Between Canal and M Streets; M Street Between West 11th and 13th Streets; West 12th Street Between M and Canal Streets; and the Alleyway Behind Sacred Heart Catholic Church

REPORT IN BRIEF

Considers approving a request by the Sacred Heart Catholic Church for the closure and use of City streets on April 10, 2020, for the Stations of the Cross Reenactment. The request seeks approval to close Canal Street (between West 13th and West 11th Streets), West 11th Street (between Canal and M Streets), M Street (between West 11th and West 13th Streets), West 12th Street (between M and Canal Streets) and the alleyway behind the church located between W. 13th and 12th Streets on Friday, April 10, 2020, from 4:00 p.m. to 5:00 p.m. and from 7:00 p.m. to 8:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the closure of Canal Street (between West 11th Street and West 13th Street), West 11th Street (between Canal Street and M Street), M Street (between West 11th Street and West 13th Street), West 12th Street (between M Street and Canal Street) and the alleyway behind the church located between W. 12th Street and 13th Street, as requested by Sacred Heart Catholic Church, on Friday, April 10, 2020, from 4:00 p.m. to 5:00 p.m. and from 7:00 p.m. to 8:00 p.m.; subject to the conditions outlined in the administrative staff report.

I.16. 20-149

SUBJECT: Second Reading and Final Adoption of Ordinance to Amend Chapter 8.04 - Garbage and Rubbish

REPORT IN BRIEF

Second reading and final adoption of an Ordinance to amend Chapter 8.04 - Garbage and Rubbish.

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance 2514**, an Ordinance of the City Council of the City of Merced, California, Amending Chapter 8.04, "Garbage and Rubbish," of the Merced Municipal Code.

J. PUBLIC HEARINGS

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

J.1. 20-158

SUBJECT: Public Hearing to Consider Work and Expense Report for the Abatement Work Done for 1716 East 23rd Street (Abatement of Public Nuisance and Demolition of Building) and Assess a Charge Therefor Against the Property and Approving a Lien Against the Property on Assessed Roll as a Special Assessment

REPORT IN BRIEF

Requests the City Council to conduct a Public Hearing and consider adopting a resolution approving the work and expense report for the abatement work done for 1716 East 23rd Street, assessing a charge therefor against the property and approving a lien against the property.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2020-09**, a Resolution of the City Council of the City of Merced, California, confirming the cost assessment report relating to the nuisance abatement at 1716 (APN 034-063-006) East 23rd Street, Merced, California, assessing a charge therefor against the property, approving a lien against the property, directing the Tax Collector of Merced County to collect the delinquent account, and directing the City Clerk to file a certified copy of this Resolution with the County Recorder to provide notice of the lien; and,

B. Authorizing the City Manager or the Assistant City Manager to execute all necessary documents.

K. REPORTS

K.1. 20-159

SUBJECT: Presentation and Discussion Regarding the Railroad Quiet Zone Feasibility Study and Implementation

REPORT IN BRIEF
Presentation for Quiet Zone Feasibility and implementation.

RECOMMENDATION
City Council - Provide direction on next steps

L. BUSINESS

L.1. 20-174

Item added late

SUBJECT: Adoption of Resolution Confirming and Ratifying the Existence of a Local Emergency Within the Territorial Limits of the City of Merced Proclaimed by the Director of Emergency Services on March 13, 2020 Pursuant to Merced Municipal Code Section 8.20.070

REPORT IN BRIEF
Asking the City Council to Declare a State of Emergency Due to the Outbreak of the Novel Coronavirus.

RECOMMENDATION
City Council - Adopt a motion adopting **Resolution 2020-10**, a Resolution of the City Council of the City of Merced, California, Confirming and Ratifying the Existence of a Local Emergency Within the Territorial Limits of the City of Merced Proclaimed by the Director of Emergency Services on March 13, 2020 Pursuant to Merced Municipal Code Section 8.20.070.

L.2. 20-163

SUBJECT: Council Member Martinez's Request to Discuss Implementing Services for the Homeless Population

REPORT IN BRIEF
Council Member Martinez will discuss his plan for possible implementation of services for the homeless population pursuant to City Council Administrative Policies and Procedures C-1.

RECOMMENDATION

Gain Council input and possible next steps.

L.3. 20-168

SUBJECT: Approving the City Council FY 2020/21 Goals and Priorities

REPORT IN BRIEF

Staff will provide a summary overview of initial comments received from Council to approve the FY 2020/21 Goals and Priorities.

RECOMMENDATION

City Council - Adopt a motion approving FY 2020/21 Goals and Priorities.

L.4. 20-129

SUBJECT: Request to Add Item to Future Agenda

REPORT IN BRIEF

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

L.5. 20-130

SUBJECT: City Council Comments

REPORT IN BRIEF

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

M. ADJOURNMENT

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item B.1. Meeting Date: 3/16/2020

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

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item B.2. Meeting Date: 3/16/2020

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

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item B.3. Meeting Date: 3/16/2020

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

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item B.4. Meeting Date: 3/16/2020

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION Initiation of Litigation pursuant to Government Code section 54956.9(g): (1) case

ADMINISTRATIVE REPORT

Agenda Item I.1. Meeting Date: 3/16/2020

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

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

RECOMMENDATION

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

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item I.2. Meeting Date: 3/16/2020

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

SUBJECT: Information Only - Site Plan Review Committee Meeting Minutes of January 16, 2020

RECOMMENDATION
For information only.

ATTACHMENTS
1. Minutes

CITY OF MERCED
Site Plan Review Committee

MINUTES

Planning Conference Room
2nd Floor Civic Center
January 16, 2020

Acting Chairperson HREN called the meeting to order at 1:34 p.m.

1. **ROLL CALL**

Committee Members Present: Chief Building Official Frazier, City Engineer Beltran, and Principal Planner Hren (for Director of Development Services McBride)

Committee Members Absent: None

Staff Present: Economic Development Director Quintero, Deputy City Clerk Levesque, Fire Inspector Abeyta, Planning Manager Espinosa, and Associate Planner/Recording Secretary Mendoza-Gonzalez

2. **MINUTES**

M/S FRAZIER - BELTRAN, and carried by unanimous voice vote, to approve the Minutes of December 5, 2019, as submitted.

3. **COMMUNICATIONS**

None.

4. **ITEMS**

[Secretary's Note: Item 4.3 was moved ahead of Item 4.2, as the applicant for Item 4.2 was arriving late.]

4.1 Site Plan Application #451, submitted by Valley Children's Hospital, property owner, to construct a new medical center with pediatric and primary care services at 301 E. Yosemite Avenue,

within Planned Development (P-D) #72, with a General Plan designation of Neighborhood Commercial (CN).

Associate Planner MENDOZA-GONZALEZ reviewed the application. Refer to Draft Site Plan Resolution #451 for further information.

The applicant, his engineer, and his contractor were in attendance to answer questions from the Committee.

Committee Member BELTRAN recommended modifying Condition #17 which would require public improvements if the projects exceed a valuation of $100,000.00.

Associate Planner MENDOZA-GONZALEZ distributed a Memorandum recommending modifying Condition #26 regarding improvements on Sandpiper Avenue and adding language regarding the reimbursement process for roadway improvements per Merced Municipal Code Section 17.58.

M/S BELTRAN - FRAIZER, and carried by the following vote, to adopt Environmental Review #19-41 (Categorical Exemption), and approve Site Plan Application #451, subject to the Findings and thirty-four (34) conditions set forth in Draft Resolution #451 with the modifications of Condition #17 and Condition #26:

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

17) "~~As required by Merced Municipal Code Section 17.04.050 and 17.04.060,~~ F~~f~~ull public improvements shall be installed/repaired if the permit value of the project exceeds $100,000.00. Public improvements may include, but not be limited to, repairing/replacing the sidewalk, curb, gutter, and street corner ramp(s), so that they comply with ADA standards and other relevant City of Merced/State/Federal standards and regulations.

26) "The developer shall install the full width of Sandpiper Avenue up to the northern intersection of Childrens Way. The

developer shall also install other public improvements such as sidewalk, curb, gutter, and street lights along the eastern half of right-of-way for Sandpiper Avenue, as required by the City Engineer. If the full width of Sandpiper Avenue is constructed with the development of the parcel to the west, this project would be responsible for paying their fair share towards the construction of Sandpiper Avenue along their parcel frontage in compliance with the City's reimbursement policy for infrastructure. Reimbursements for street frontage improvements shall be given and calculated according to Merced Municipal Code Section 17.58. The value to be used in determining all collector-width reimbursement amounts shall be the current cost based on the work being done at the time the application involving reimbursement is submitted. The cost at the time of original installation does not apply."

AYES: Committee Members Beltran, Frazier, and Acting Chairperson Hren
NOES: None
ABSENT: None

4.3 Site Plan Application #452, submitted by O'Keefes's, Inc., DBA for Safti First, for Merced RPI, LLC, property owner, to develop a 2,400-square-foot office for an existing window manufacturing plant located at 2001 Grogan Avenue, within a Light Industrial (I-L) Zone.

Associate Planner MENDOZA-GONZALEZ reviewed the application for this item. Refer to Draft Site Plan Resolution #452 for further information.

The applicant and his engineer were in attendance.

Committee Member BELTRAN recommended modifying Condition #16 which would require public improvements if the projects exceed a valuation of $100,000.00.

Committee Member BELTRAN recommended modifying Condition #25 to indicate that replacing 5,000 square feet or more of

impervious surface area would require compliance with Post Construction Standards for the City's Phase II MS-4 Permit.

M/S BELTRAN - FRAIZER, and carried by voice vote to adopt Environmental Review #19-42 (Categorical Exemption), and approve Site Plan Application #452, subject to the Findings and twenty-eight (28) conditions set forth in Draft Resolution #452 with the modifications to Condition #16 and Condition #25:

16) "~~As required by Merced Municipal Code Section 17.04.050 and 17.04.060,~~ Ffull public improvements shall be installed/repaired if the permit value of the project exceeds $100,000.00. Public improvements may include, but not be limited to, repairing/replacing the sidewalk, curb, gutter, and street corner ramp(s), so that they comply with ADA standards and other relevant City of Merced/State/Federal standards and regulations.

25) "~~The project shall comply with all the Post Construction Standards required to comply with State requirements for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).~~ Replacing 5,000 square feet or more of impervious surface area would require compliance with Post Construction Standards for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System)."

AYES: Committee Members Beltran, Frazier, and Acting Chairperson Hren
NOES: None
ABSENT: None

4.2 Site Plan Application #450, submitted by Vanessa Moreno, for Alamitos Auto Parts, Inc., property owner, to allow a food truck within the J.M. Equipment parking lot located at 835 Martin Luther King Jr. Way, within a General Commercial (C-G) Zone.

Associate Planner MENDOZA-GONZALEZ reviewed the application for this item. Refer to Draft Site Plan Resolution #450 for further information.

The applicant was in attendance to answer questions from the Committee.

M/S BELTRAN -FRAIZER, and carried by the following vote, to adopt Environmental Review #19-40 (Categorical Exemption), and approve Site Plan Application #450, subject to the Findings and twenty (20) conditions set forth in Draft Resolution #450:

AYES: Committee Members Beltran, Frazier, and Acting Chairperson Hren
NOES: None
ABSENT: None

5. **INFORMATION ITEMS**

5.1 Calendar of Meetings/Events

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

6. **ADJOURNMENT**

There being no further business, Acting Chairperson HREN adjourned the meeting at 2:30 p.m.

Respectfully submitted,

Kim Espinosa, Secretary
Merced City Site Plan Review Committee

APPROVED:

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

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item I.3. Meeting Date: 3/16/2020

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

SUBJECT: Information Only - Planning Commission Meeting Minutes of January 22, 2020

RECOMMENDATION
For information only.

ATTACHMENTS
1. Minutes

CITY OF MERCED
Planning Commission

MINUTES

Merced City Council Chambers
Wednesday, January 22, 2020

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

ROLL CALL

Commissioners Present:	Stephanie Butticci, Mary Camper, Jose Delgadillo, Robert Dylina, Sam Rashe, Dorothea Lynn White, and Chairperson Michael Harris
Commissioners Absent:	None
Staff Present:	Director of Development Services McBride, Planning Manager Espinosa, Associate Planner Nelson, Deputy City Attorney Campbell, Police Captain Struble, Deputy Fire Chief Wilson, Director of Public Works Elwin, and Recording Secretary Gates

1. **APPROVAL OF AGENDA**

   M/S RASHE-BUTTICCI, and carried by unanimous voice vote, to approve the Agenda as submitted.

2. **MINUTES**

   M/S DELGADILLO-RASHE, and carried by unanimous voice vote, to approve the Minutes of January 8, 2020, as submitted.

3. **COMMUNICATIONS**

   None

4. **ITEMS**

*Secretary's note:

Prior to the reading of Item 4.1, Commissioners CAMPER, DELGADILLO, DYLINA, WHITE, and Chairperson HARRIS disclosed that they had attended a community meeting regarding Conditional Use Permit #1238.

4.1 Conditional Use Permit #1238, initiated by Merced Holdings, LP, property owner. This application involves a request to construct a mixed-use development with 214 apartment units and approximately 37,117 square feet of commercial uses within four buildings (two 2-story buildings and two 3-story buildings) on an approximately 5.94-acre parcel, generally located at the southeast corner of Yosemite Avenue and McKee Road. The property has a General Plan designation of Neighborhood Commercial (CN) and is zoned Neighborhood Commercial (C-N).

Associate Planner NELSON reviewed the report on this item. For further information, refer to Staff Report #20-01. Staff also received three letters in opposition to the project prior to the meeting from Richard and Karen ALBRIGHT, Judith L. HOWERTON, and Rick TELEGAN. During the meeting staff received one letter in opposition from Casey STEED, as well as one letter in support of the project from Michael BELLUOMINI.

Public testimony was opened at 7:49 p.m.

Speakers from the Audience in Favor:

RAJ JOSHI, Applicant, Los Angeles
JOE ENGLENOFF, Applicant, Los Angeles
CARY COBURN, Merced
MICHAEL BELLUOMINI, Merced

Speakers from the Audience in Opposition:

CASEY STEED, Merced
MARK WALKER, Merced
JOE CORVELLO, Merced
CURTIS PAPINEAU, Merced
PAULA DEMANETT, Merced
JANET HUGHES, Merced
DARALENE SILVEIRA, Merced
CURTIS GORMAN, Merced
DAN ALEMAN, Merced
JOHN MCMILLEN, Merced
EARL WELCH, Merced
MICHAEL STRASSER, Merced
SALLY STRASSER, Merced
JOEL MOSES, Merced
RONALD G. MYERS, Merced

Public testimony was completed at 9:16 p.m.

M/S RASHE-WHITE, and carried by the following vote, to adopt a Mitigated Negative Declaration and Mitigation Monitoring Program regarding Environmental Review #19-37, and approve Conditional Use Permit #1238, subject to the Findings and thirty-six (36) Conditions set forth in Staff Report #20-01, with the addition of Condition #37 as follows (RESOLUTION #4035):

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

"37. Hours for use of the rooftop deck shall be limited to from 7:00 a.m. to 10:00 p.m. daily."

AYES: Commissioners Butticci, Camper, Delgadillo, Dylina, Rashe, White, and Chairperson Harris
NOES: None
ABSENT: None
ABSTAIN: None

4.2 Cancellation of February 5, 2020, Planning Commission Meeting due to a lack of items.

M/S RASHE-CAMPER, and carried by unanimous voice vote, to cancel the Planning Commission meeting of February 5, 2020, due to a lack of items.

5. INFORMATION ITEMS

5.1 Calendar of Meetings/Events

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

6. ADJOURNMENT

There being no further business, Chairperson HARRIS adjourned the meeting at 9:41 p.m. to the Joint Study Session with the Merced City Council on the North Merced Annexation Feasibility Study on January 27, 2020, at 6:00 p.m. in the City Council Chambers.

Respectfully submitted,

KIM ESPINOSA, Secretary
Merced City Planning Commission

APPROVED:

MICHAEL HARRIS, Chairperson
Merced City Planning Commission

CITY OF MERCED
Planning Commission

Resolution #4035

WHEREAS, the Merced City Planning Commission at its regular meeting of January 22, 2020, held a public hearing and considered **Conditional Use Permit #1238**, initiated by Merced Holdings, LP, property owner. This application involves a request to construct a mixed-use development with 214 apartment units and approximately 37,000 square feet of commercial uses within four buildings (two 2-story buildings and two 3-story buildings) on two parcels totaling approximately 5.94 acres, generally located at the southeast corner of Yosemite Avenue and McKee Road. The property has a General Plan designation of Neighborhood Commercial (CN) and is zoned Neighborhood Commercial (C-N); also known as Assessor's Parcel Numbers (APN) 008-310-053 and 008-310-038; and,

WHEREAS, the Merced City Planning Commission concurs with Findings/Considerations A through L (Exhibit B) of Staff Report #19-31; and,

WHEREAS, the Merced City Planning Commission concurs with the Findings for Conditional Use Permits in Merced Municipal Code Section 20.68.020 € and other Considerations as outlined in Exhibit B; and,

NOW THEREFORE, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to adopt a Mitigated Negative Declaration and Mitigation Monitoring Program (Exhibit C) regarding Environmental Review #19-37, and approve Conditional Use Permit #1238, subject to the Conditions set forth in Exhibit A and the Mitigation Monitoring Program set forth in Exhibit C attached hereto and incorporated herein by this reference.

Upon motion by Commissioner RASHE, seconded by Commissioner WHITE, and carried by the following vote:

AYES: Commissioners Butticci, Camper, Delgadillo, Dylina, Rashe, White. And Chairperson Harris
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

Adopted this 22nd day of January 2020

Chairperson, Planning Commission of
the City of Merced, California

ATTEST:

Secretary

Attachment:
Exhibit A – Conditions of Approval
Exhibit B – Findings
Exhibit C – Mitigation Monitoring Program

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Conditions of Approval
Planning Commission Resolution # 4035
Conditional Use Permit #1238

1. The proposed project shall be constructed/designed in substantial compliance with the Site Plan, Floor Plan, Elevations, and Renderings (Attachments B, C, D, and E of Planning Commission Staff Report #20-01), except as modified by the conditions.
2. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
3. The Project shall comply with the applicable conditions set forth in Planning Commission Resolution #3049 for General Plan Amendment #14-06 and Zone Change #421 and Planning Commission Resolution #4025 for General Plan Amendment #19-02 and Zone Change #426 previously approved for this site.
4. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
5. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the

defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

6. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

7. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map approval or issuance of a building permit, whichever comes first. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.

8. The project shall comply with all mitigation measures outlined in the Mitigation Monitoring Program for Initial Study #19-37 (Exhibit B of Planning Commission Resolution #4035 - Attachment K of Planning Commission Staff Report #20-01) and all applicable mitigation measures outlined in the Mitigation Monitoring Program for Initial Study #14-32 (Appendix A of Initial Study #19-37, Attachment K of Staff Report #20-01).

9. Due to constraints in the existing sewer collection system, the project shall be allowed to release wastewater into the City's system at a rate of 8,000 gallons per day (gpd) during peak hours. All wastewater in excess of this amount shall be stored on-site in an approved wastewater storage tank or other method approved by the Public Works Director and/or City Engineer to be released during off-peak hours. A flow monitor shall be installed with a telemetry or SCADA system approved by the Public Works Director and/or City Engineer to monitor the flow and ensure compliance with this requirement. The City shall periodically monitor the flow. Should the flow exceed

8,000 gpd during peak hours, the City may use any legal remedies available to gain compliance with this condition.

10. The developer shall provide an operations and maintenance plan for the on-site wastewater storage tank to address the timing of the off-peak discharge, emergency procedures for breakdowns and repairs, and odor control. The plan shall include steps to ensure ongoing objectionable odors do not affect the site or surrounding area. The operations and maintenance plan shall be approved by the City Public Works Director and/or City Engineer.

11. A minimum of 15% of the site shall be covered with landscaping as required by Section 20.36 (Table 20.36-1) of the Zoning Ordinance. Landscaping and irrigation shall be required to meet the City's Water Efficient Landscape Ordinance and the requirements of Zoning Ordinance Section 20.36.040.

12. All signs shall comply with the North Merced Sign Ordinance and Section 20.62.040 (B)(2) of the City's Zoning Ordinance for signs in a Neighborhood Commercial (C-N) zone. Illuminated signs may be illuminated until 10:00 p.m. or the end of the business day, whichever is later.

13. The applicant shall construct all missing improvements along the property frontage on Yosemite Avenue and McKee Road including, but not limited to, sidewalk, curb, gutter, street lights, and street trees. Any existing improvements that are damaged or that do not meet current standards shall be repaired or replaced as required by the City Engineer.

14. All necessary right-of-way along the property frontage, including Yosemite Avenue, McKee Road, and Whitewater Way, needed for public improvements shall be dedicated prior to the issuance of the first building permit.

15. Appropriate turning radii shall be provided within the parking areas to allow for Fire Department and refuse truck access.

16. Parking lot trees shall be installed per City Parking Lot Landscape Standards and Section 20.38.070 (F). At a minimum, parking lot trees shall be provided at a ratio of one tree for every six parking spaces. Trees shall be a minimum of 15-gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree list).

17. All projects on this site shall comply with Post Construction Standards in accordance with the requirement for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).

18. All storm water shall be contained on-site for a minimum of 48 hours, then released into the City's storm water system at a rate not to exceed the 2-year pre-development flow or as approved by the City Engineer.

19. Prior to issuance of the first grading/building permit for any project on the site, the applicant shall demonstrate compliance with San Joaquin Valley Air Pollution Control District Rule 9510 to the Planning Department. Changes to the site plan resulting from compliance with Rule 9510 are subject to review by City Staff or the Planning Commission, as determined by the Director of Development Services.

20. Bicycle parking for all projects on the site shall meet the minimum requirements of the California Green Building Code and Merced Municipal Code Section 20.38.080.

21. All landscaping in the public right-of-way shall comply with the most recently adopted water regulations by the State and City addressing water conservation measures. If turf is proposed to be installed in medians or park strips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed.

22. If it is determined by the Fire Department that emergency vehicle access to Whitewater Way is needed to adequately serve the site or the surrounding area, the developer shall work with the City to provide such access, including an emergency gate with appropriate knox boxes, etc. as required by the Fire Department.

23. For buildings over 30 feet tall, a minimum 26-foot-wide drive aisle shall be provided for emergency vehicle access. The developer shall work with the Fire Department to determine the areas that need the 26-foot-wide drive aisle.

24. A fire control room may be required for the buildings on the site. The applicant shall work with the Fire Department to determine the location of the fire control room. Additional fire control rooms may be required at the discretion of the Fire Chief.

25. Each building shall be provided with a Fire Department Connection.

26. Buildings that do not provide an elevator (other than a freight elevator) shall be provided with an additional exit. The developer shall work with the Chief Building Official to determine the number of exits required for each building.

27. A minimum turning radius of 33 feet inside, curb-to-curb and 49 feet wall-to-wall for fire apparatus access must be provided throughout the project site or as required by the Fire Department.

28. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.

29. All parking lot and other exterior lighting shall be oriented in such a way so that is does not spill over onto adjacent properties.

30. In order to comply with the parking requirements for this project, a parking demand analysis would be required in order for the project to qualify for the mixed-use reduction allowed by Section 20.38.050 (F). This study shall be provided at the time of building permit submittal and shall be approved by the Director of Development Services. In no case shall the reduction be greater than 30% as allowed by the Zoning Ordinance.

31. Containers for refuse and recycled goods shall be stored in enclosures that are designed with colors compatible with the buildings and shall be constructed to meet City Standards. At the Building Permit stage, the developer shall work with the City Refuse Department to determine the best location for these enclosures to ensure proper access is provided for City Refuse Trucks as well as the number of containers needed to adequately serve the site. Use of a trash compactor should be considered to reduce the number of pick-ups per week.

32. A minimum 8-foot high concrete block wall shall be installed along the southern property line. A minimum five-foot wide landscaping area adjacent to the wall shall be provided to allow for the planting of vines or other appropriate landscape material.

33. Drive-thru uses, bars, nightclubs, and large convenience markets similar to a 7-Eleven type store are not allowed. Small convenience markets intended to serve the tenants or the immediate neighborhood

could be allowed. Restaurants serving alcohol could be allowed with Conditional Use Permit approval.

34. All construction activity shall be conducted between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.

35. All walking paths, bicycle and vehicle parking areas, and recreational areas shall be provided with sufficient lighting to ensure a safe environment.

36. All mechanical equipment shall be screened from public view.

37. Hours for use of the rooftop deck shall be limited to from 7:00 a.m. to 10:00 p.m. daily.

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Findings and Considerations
Planning Commission Resolution # 4035
Conditional Use Permit #1238

FINDINGS/CONSIDERATIONS:

General Plan Compliance and Policies Related to This Application

A) The proposed mixed-use project complies with the General Plan designation of Neighborhood Commercial (CN) and the Zoning classification of Neighborhood Commercial (C-N). The proposed commercial uses comply with the General Plan designation of Neighborhood Commercial (CN). Although the General Plan encourages mixed-use developments, it does not specifically address the density allowed within a commercial zone for a mixed-use project. The *Merced Vision 2030 General Plan* includes two classifications for higher density residential uses – High-Medium Density (HMD) and High Density (HD). The High-Medium designation allows 12 to 24 units per acre, while the High Density designation allows 24 to 36 units per acre. The proposed project has a density of 36 units per acre, which is consistent with the High Density (HD) designations. Therefore, because there is no definitive designation for a mixed use project and there are General Plan policies that encourage higher density and alternate housing types (see below), the City has relied upon the High Density designation to determine compliance with the General Plan. Based on this designation, the proposed multi-family portion of the project would comply with the General Plan.

The Housing Element of the *Merced Vision 2030 General Plan* includes policies supporting affordable housing, mixed-use development, and higher densities.

Policy H-1.1 *Support Increased in Residential Zoning Districts*

Although the proposed project would not be located within a residential zone, it does provide an opportunity for a higher density project to provide needed housing within the City.

Policy H 1.1.c *Encourage Mixed Use Development*

The proposed project would provide a mixture of retail commercial uses to serve the neighborhood and the multi-family dwelling units.

Policy 1.1.e *Encourage Alternate Housing Types*

The proposed project would include one, two, and three-bedroom apartments. The units range in size from 276 square feet for a one-bedroom unit with a balcony, to 876 square feet for a 3 bedroom unit. This mixture provides a variety of different housing types to meet the growing need of housing within the community and supports this policy of providing alternate housing types.

Policy 1.8b *Prioritize City efforts to encourage residential development by focusing on in-fill development and densification within the existing City Limits.*

The proposed project is on an in-fill site and meets the density requirements of the City's highest density classification.

The following are Land Use Policies and Implementing Actions of the General Plan that could be met with the proposed project.

Policy L-1.1 *Promote Balanced Development Which Provides Jobs, Services, and Housing.*

Implementing Action 1.1.a: *Promote mixed use development combining compatible employment, service and residential elements.*

Implementing Action 1.1.c: *Determine the types of housing opportunities needed for the type of employment opportunities being created in the City.*

The Zoning Ordinance does not specify a density for multi-family housing allowed within a C-N zone, it merely states that multi-family uses are allowed within the C-N zone as a Conditional Use. Therefore, approval of the proposed Conditional Use Permit would bring the project into compliance with the Zoning Ordinance.

Zoning Ordinance Compliance – Conditional Use Permit Required Findings

B) Section 20.68.020 sets forth specific Findings that must be made in order for the Planning Commission to approve a Conditional Use Permit. These Findings are provided below.

1. *The proposed use is consistent with the purpose and standards of the zoning district, the General Plan, and any adopted area*

or neighborhood plan, specific plan, or community plan.

The purpose of a Neighborhood Commercial (C-N) zone is to provide areas for shopping centers and other commercial uses that serve the day-to-day needs of a residential neighborhood. The C-N zone allows a variety of commercial uses and residential uses, subject to approval of a Conditional Use Permit. The proposed project would provide a variety of retail and restaurant uses to serve the tenants of the project as well as the surrounding neighborhood. With the approval of the requested Conditional Use Permit, the project would comply with the requirements and purpose of the C-N Zone.

As described in Finding A above, the project meets the requirements of the General Plan. There are no other area, specific, or neighborhood plans for this area.

2. *The location, size, design, and operating characteristics of the proposed use will be compatible with the existing and future land uses in the vicinity of the subject property.*

As described above, the commercial uses are allowed within a C-N zone. The proposed multi-family component of the project is a conditional use. The developer has revised the project to address some of the concerns expressed with the previously proposed project. The building heights have been reduced for the buildings on the east and west side of the site closest to the existing residential uses. The setbacks have been increased for those buildings as well in an effort to reduce impacts on the surrounding neighborhood. The site is surrounded by residential uses and a church to the north. Therefore, residential uses are common in this area. Another apartment complex is currently under construction east of this site at the corner of Yosemite and Lake Road, in the same general vicinity, which provides a mixture of housing units for the area. Given the proximity to the UC, multi-family uses are appropriate for this area. Therefore, through the implementation of the conditions of approval, the proposed apartment project (as part of the overall mixed-use project) would be compatible with the existing and future land uses in the vicinity.

3. *The proposed use will not be detrimental to the public health, safety, and welfare of the City.*

   The proposed project does not include any uses that would be detrimental to the public health, safety, and welfare of the City. The project would be required to annex to the City's Community Facilities District to pay for costs related to police and fire safety. Implementation of the conditions of approval and adherence to all Building and Fire Codes, and City Standards would prevent the project from having any detrimental effect on the health safety, and welfare of the City.

4. *The proposed use is properly located within the City and adequately served by existing or planned services and infrastructure.*

   The project site is an in-fill site near the edge of the City's eastern boundary, surrounded by residential uses. The project would be adequately served by the City's water system. Through the implementation of the conditions of approval, the project would be adequately served by the City's sewer and storm water systems. Additionally, the project would be required to pay Public Facilities Impact Fees to help pay for future improvements needed to the City's infrastructure.

Traffic/Circulation

C) The project site is located at the southeast corner of Yosemite Avenue and McKee Road. Yosemite Avenue, east of Parsons Avenue is designated as a "Special Street Section" in the *Merced Vision 2030 General Plan*. As such, the ultimate right-of-way for this road is 94 feet. McKee Road is a Collector Road with an ultimate right of way of 74 feet. The project would have access from Yosemite Avenue (right-in/right-out only) and McKee Road (full access). Both the intersections of Yosemite Avenue and McKee Road and Yosemite Avenue and Via Moraga (approximately 0.3 miles east of McKee Road) are signalized.

Yosemite Avenue Access

The primary access on Yosemite Avenue would be a driveway that is located approximately 320 feet east of the intersection of Yosemite Avenue and McKee Road (refer to the Site Plan at Attachment B of

Planning Commission Staff Report #20-01). This driveway would provide right in/right out access only. The existing median in Yosemite Avenue would remain unchanged along the project site frontage. No other access to the site would be provided on Yosemite Avenue.

McKee Road Access

The primary access on McKee Road would be through a driveway located approximately 195 feet south of the intersection of Yosemite Avenue and McKee Road. This driveway would allow both left and right turning movements.

Whitewater Way

No access is proposed to Whitewater Way from the project site, unless the Fire Department requires an emergency access per Condition #22 of the Conditional Use Permit Conditions.

Traffic Impact Analysis

A traffic analysis was prepared for the proposed project by K2 Traffic Engineering, Inc. This analysis studied the following roadway segments:

1. Yosemite Avenue between Parsons Avenue and McKee Road.
2. McKee Road between Yosemite Avenue and Silverado Road.

The following intersections were also studied:

1. Yosemite Avenue at Parsons Avenue/Gardner Avenue
2. Yosemite Avenue at McKee Road
3. Yosemite Avenue at Hatch Road
4. McKee Road at Olive Avenue

The analysis looked at six different scenarios to determine the impact of the project. The scenarios included:

1. Existing Conditions
2. Existing Conditions plus Project
3. Existing plus Approved Conditions
4. Existing plus Approved Conditions, plus Project
5. Cumulative Year (2035) without Project Conditions
6. Cumulative Year (2035) with Project Conditions

The traffic analysis determined that the proposed project would generate a total of 1,876 Average Daily Trips (ADT's). After

standard reductions are given for transit and bicycle use, pass-by traffic, and internal capture, the total net ADT's are 1,184. The trip generation numbers are provided on page 13 of the traffic analysis (Appendix D of the Initial Study at Attachment K of Planning Commission Staff Report #20-01)

The *Merced Vision 2030 General Plan* establishes an acceptable Level of Service (LOS) as LOS D for intersection and roadway operations. The traffic study found that, under existing conditions, the LOS for the intersection at Yosemite Avenue and Parsons/Gardner Avenue currently operates at an LOS F for AM Peak Hour traffic and an LOS E for PM Peak Hour traffic. Additionally, the intersection of McKee Road and Olive Avenue operate at an LOS E and LOS D, respectively. The other two intersections studied (Yosemite Avenue at McKee Road and Yosemite Avenue at Hatch Road) operate at acceptable levels of service (LOS B or better).

With the addition of the proposed project, the intersection at Yosemite Avenue and Parsons/Gardner Avenue, the level of service would be reduced to LOS F and LOS E for the AM and PM peak hours, respectively. The level of service for McKee Road and Olive Avenue would remain an LOS E for the AM peak hour traffic. All other intersections would retain an LOS D or better rating. Under the Cumulative 2035 with project scenario, these same intersections are reduced to an LOS F for both AM and PM peak hours.

The traffic study also conducted a Peak Hour Signal Warrant Analysis and found that signal warrants are satisfied for signals at the intersections of Yosemite Avenue and Parsons/Gardner Avenue and McKee Road and Olive Avenue.

The traffic study recommended the following mitigation measures:

TRA-01 Pay a proportionate share of the cost of the traffic signal at the intersection of Yosemite Avenue and Parsons/Gardner Avenue.

TRA-02 Pay a proportionate share of the cost of the traffic signal at the intersection of McKee Road and Olive Avenue.

Because these intersections are currently operating at a level of service below LOS D (the standard established by the General Plan), and the project impacts are not the cause of the existing problems with

these intersections, the project would only be required to contribute a fair share to the cost of the traffic signals. The fair share contribution is based on the projects impacts, which in this case would be 2.4% of the cost of the traffic signal at Yosemite Avenue and Parsons/Gardner Avenue and 1.4% of the cost of the signal at McKee Road and Olive Avenue. The applicants would be eligible for reimbursement for up to 100% of the cost for the Yosemite Avenue and Parsons/Gardner Avenue traffic signal, which is an arterial/arterial intersection, through the City's Public Facilities Financing Program (PFFP). The McKee Road and Olive Avenue intersection would be eligible for up to 50% reimbursement through the PFFP as an arterial/collector intersection. The other 50% would be reimbursed if the owners of the 4 corners do any improvements that would require them to provide mitigation. The City would collect the money for reimbursement for up to 15 years.

In addition to contributing to the cost of the traffic signals, the project would be providing access to alternate forms of transportation to reduce the impacts from the project. The developer would provide on-site pick-up/drop-off areas for Uber and Lyft, provide bicycles for tenants to use, and possibly provide Zip cars and/or scooters that could be used by the tenants.

In comparison to the previously proposed mixed-use project, the ADT's are reduced from 2,215 ADT's to 1,876 ADT's (gross, with no reductions given) and 1,146 net. It should also be noted that this amount is less than the estimated traffic generation for the proposed shopping center that was approved for this site in 2014.

Additional mitigation measures were adopted with the General Plan Amendment and Zone Change approved in 2019. The development would be required to comply with the applicable mitigation measures as determined by the City Engineer.

Parking

D) The Zoning Ordinance requires 1.75 spaces of parking for each multi-family unit up to 30 units, plus an additional 1.5 spaces for each unit over 30. There is also an increase in the number of spaces required based on the number of bedrooms and bathrooms in a unit. Based on this calculation, the residential portion of this project would require 339 parking spaces.

Parking for the commercial portion of the project would be based on the actual uses. When the parking requirements are based on the square footage of the tenant space, the Zoning Ordinance allows a reduction in the floor area for non-public space. In this case, a standard 15% reduction was applied when calculating the parking requirements for the office and retail portions of the project. General office uses require one parking space for every 250 square feet of floor area and retail spaces generally require one space for every 300 square feet of floor area (not including restaurant uses). Based on these requirements, the required parking for the office portion would be 49 spaces and for the retail portion, 64 spaces. This brings the total number of required parking spaces to 452.

The project site provides a total of 386 parking spaces which includes 25 motorcycle parking stalls. In addition, the project provides 70 bicycle parking spaces. Although the total number of spaces required is 452, the Zoning Ordinance allows reductions based on certain criteria. If the project site is located within 400 feet of an approved bus stop, a 5% reduction may be given. Up to a 30% reduction may be given for mixed use developments with the approval of a parking demand study approved by the Director of Development Services. Based on the current design and number of parking spaces provided, the project would need the 5% reduction for a transit stop and a 15% reduction for the mixed-uses granted to comply with the parking requirements. However, it should be noted that through the building permit process, the number of stalls may change given the need to provide trash enclosures and other possible minor site modifications, which could increase the reduction amount. In no case would the reduction be greater than 30% as allowed by the Zoning Ordinance.

The developer will be working with UC Merced to move the bus stop near Yosemite Avenue and Via Moraga closer to their site, so they could qualify for the 5% reduction previously described. In addition, the developer will be providing pick-up/drop-off locations for Uber and Lyft to encourage ride sharing, offering bicycles, and possibly Zip cars and scooters for their tenants to use to reduce the actual number of parking spaces needed. Also, because this is a mixed-use project, it is likely there would be commercial uses that would not need parking in the evenings, which would leave additional spaces open for the other uses during these hours. Condition #30 requires

the developer to provide a parking demand analysis demonstrating that a reduction is warranted prior to the issuance of a building permit.

As previously mentioned, the project will also provide indoor bicycle storage facilities as well as bicycle parking for the commercial uses. The site has easy access to the bicycle trail system which could encourage the use of bicycles rather than cars.

Although the Zoning Ordinance allows for parking reductions, it is important that sufficient parking still be maintained on the site to prevent parking from spilling out into the adjacent neighborhoods.

Public Improvements/City Services

E) *Water*

There is a 16-inch water line in Yosemite Avenue and another 16-inch line in McKee Road to serve the project site. The City's water supply would be sufficient to serve the proposed project.

Sewer

A 6-inch sewer force main line exists in Yosemite Avenue which flows to G Street, then continues out to the Waste Water Treatment Plant. There is no sewer line in McKee Road. Due to constrictions in the Yosemite Avenue line, the project site is limited to discharging a maximum of 8,000 gallons per day of wastewater during peak hours. Additional wastewater shall be contained onsite and discharged at off-peak hours (refer to Conditions #9 and #10). This condition also requires a monitoring system to allow the City to monitor the flow and requires the developer to ensure the onsite storage tank doesn't emit objectionable odors.

Stormwater

An 18-inch storm drain exists in Yosemite Avenue. The project would be required to comply with the State Post Construction Standards and to retain storm water on-site and meter it into the City's system (Conditions #17 and 18).

Building Design

F) The proposed building designs would be similar to the style of the buildings at UC Merced. The buildings would have clean lines and use a variety of building materials to provide interest. The balconies on the upper floors are staggered to add additional interest. Buildings

1 and 3 are two-story buildings and Buildings 2 and 4 are three-story buildings. The elevations are provided at Attachment D of Planning Commission Staff Report #20-01. The table below provides a breakdown of each building by the number of stories, uses and number of residential units, and building height.

BUILDING DETAILS

Building No.	**Stories**	**1st Floor**	**2nd Floor**	**3rd Floor**	**Total Square Feet**	**Height (to top of parapet)**
1	2	22 units	27 units	n/a	30,456	26' 1 1/8"
2	3	Retail/Resident Space	34 units	33 units	57,622	33' 11"
3	2	Office	29 units	n/a	30,533	26' 1 1/8"
4	3	Retail/Resident Space	34 units	35 units	58,262	33' 11"
TOTAL UNITS		214			176,873	

The development would have 82 - 1 bedroom/1bath units, 112 - 2 bedroom/2 bath units, and 20 - 3 bedroom/3 bath units. The one-bedroom units would vary in size depending on whether the unit includes a balcony. A one-bedroom unit with a balcony would have 276 square feet and without a balcony it would have 300 square feet. The two-bedroom units would be 576 square feet with a 24-square-foot balcony, and the three bedroom units would be 876 square feet with a 24-square-foot balcony. Access to all the units would be through an interior corridor, which would increase safety for the tenants.

Building 1 is a two-story building with residential units on both floors. Buildings 2 and 4 are three-story buildings with commercial space and common areas for the residential tenants on the first floor and residential units on the second and third floors. Building 3 is a two-story building with office space on the first floor and residential units on the second floor.

The floor plans for each building are provided at Attachment C of Planning Commission Staff Report #20-01. These plans show the residential units as well as the areas for commercial uses and common/community areas for the residential tenants. The floor plans at Attachment E of Planning Commission Staff Report #20-01 show the layout of each of the different unit types.

The common/community areas in Buildings 2 and 4 would include amenities such as a gym, a kitchen/community area for gatherings and events, a meditation room, a study area, a media room, indoor bike storage area, laundry facilities, and a management office, mailroom, and office center for tenants. Building 2 also provides a roof-top deck area to provide additional outdoor open space for the tenants (Attachment H of Planning Commission Staff Report #20-01). This area would provide an additional outdoor area for tenants to lounge and socialize. The lounge area would be located near the center of the roof and would include tables, chairs, etc. for the tenants to use while in this area. There would be a 42-inch-high railing around the lounge area separating it from the rest of the roof-top area for safety purposes.

Security

The building and the site have been designed to incorporate security features for the safety of the tenants and the surrounding area. The buildings have been designed with linear hallways to ensure line of site as residents enter and exist their units. Access to the buildings and individual units would be through a key-fob security system. Each tenant on the lease would be issued a key-fob. This key-fob would not only allow access to the buildings and individual units, but would also have to be in the unit in order for the power to come on. This means of access and security helps to ensure only the tenants listed on the lease are staying in the units and also provides security against unwanted guests. There will be emergency call boxes placed throughout the site that will connect directly to the Police Department in case of emergency. There will also be an on-site manager to deal with emergency and security issues.

Site Design

G) The project site is located at the southeast corner of Yosemite Avenue and McKee Road. The site is designed to keep the buildings near the center of the site away from the residential uses. The front building (Building 2) is set back approximately 75 feet from Yosemite Avenue. Building 1 is approximately 85 feet from McKee Road (increased from approximately 50 feet in the previous design), Building 3 is approximately 82 feet from the from the eastern property line near Whitewater Way (an increase from 55 feet), and Building 4 is approximately 125 feet from the southern property line.

Parking is provided around the perimeter of the site and between the buildings. Bicycle parking is provided inside Building 4.

A promenade area is provided between Buildings 2 and 4 (refer to the Site Plan at Attachment B of Planning Commission Staff Report #20-01) which will include landscaping, tables, and chairs/benches to provide an open space area for the tenants and customers of the commercial uses. The developers envision this area would be used by customers of the food establishments and other retail uses as well as the residential tenants.

A minimum eight-foot tall block wall would separate the project from the residential uses to the south of the site (Condition #32).

Distance to Adjacent Residential Uses

The previous project design included all three-story buildings. The applicant has revised the design and reduced Buildings 1 and 3 to two-story buildings. The two-story buildings would have a height of approximately 26 feet. Buildings 2 and 4 are three-story buildings and would have a height of approximately 34 feet. On the roof of each of the buildings there would be an elevator shaft and screening for the mechanical equipment that would extend above the roof line. The homes on the west side of McKee Road are approximately 75 feet from the western property line of the project site. Building 1 is located closest to McKee Road and would be set back approximately 85 feet from the western property line of the project site, making the closest home approximately 160 feet away from Building 1. Refer to Attachment I of Planning Commission Staff Report #20-01.

The nearest home across Yosemite Avenue is approximately 180 feet

from the project site. The distance from Building 2 to the nearest home across Yosemite Avenue would be approximately 370 feet and from Building 3 it would be approximately 300 feet.

The homes to the east across Whitewater Way are approximately 40 feet from the project site. Building 3 would be approximately 125 feet from these homes.

The nearest home to the south is located approximately 40 feet from the southern property line of the project site. The proposed site design has been considerate of the proximity of this home and includes a larger landscape buffer in the area immediately adjacent to this home. The nearest building to this home would be Building 1 which would be approximately 140 feet away. It should be noted that the owner of the property to the south recently sold the developer approximately ½ acre of land in order for this development to expand to the south. This ½ acre was the subject of the recent General Plan Amendment and Zone Change approved in October 2019.

For context, the block where City Hall is located between M and N Streets is approximately 400 feet long. The distance from the corner of 18th and M Streets to the edge of the alley between 18th Street and Main Street is approximately 150 feet. Therefore, the nearest home across McKee Road would be approximately equal to the distance from the corner of 18th Street and M Street to the northern edge of the alley. The nearest home across Yosemite Avenue would be over half a City Block from the nearest building on the site. The homes on Whitewater Way would be close to the distance between City Hall and the UC Merced Building across 18th Street (refer to Page 2 of Attachment I).

As described below in the Landscaping Section (Finding H), the site would be provided with dense landscaping to help buffer the surrounding uses from noise and lights and to help provide privacy between the uses.

Landscaping

H) As shown on the site plan at Attachment B of Planning Commission Staff Report #20-01, a 15-foot landscape area is provided along Yosemite Avenue. The landscape area along McKee Road is over 14 feet wide and along Whitewater Way, the landscape area is approximately 7.5 feet wide. The landscape area along the southern

property line is 5 feet wide, but would also have a concrete block wall to provide a separation from the adjacent residential uses.

As described above, the promenade area between Buildings 2 and 4 has been increased from 11,300 square feet to 28,500 square feet. This area would be landscaped to create a welcoming outdoor area. Parking lot trees would be provided throughout the site in compliance with the City's Parking Lot Landscape Standards.

According to Table 20.36-1 of the Zoning Ordinance, the site is required to provide a minimum landscape area equal to 15% of the project site. Landscaping and irrigation shall be required to meet the City's Water Efficient Landscape Ordinance. Compliance with these requirements is also included in Condition #11.

Neighborhood Impact/Interface

I) As previously described, the project site is surrounded by residential uses as well as Yosemite Church and Providence School to the north across Yosemite Avenue. The developer held two neighborhood meetings on January 14, 2020, at Yosemite Church. The afternoon (3:00 p.m.) meeting was attended by approximately 10 people and the evening meeting (6:00 p.m.) was attended by approximately 25-30 people.

The neighbors had questions regarding the on-site sewer storage, the density, the parking, the tenants expected for the retail portion of the project, whether the units would be for college students, and traffic impacts.

Raj Joshi, the developer's representative, addressed the questions and explained that they are looking to develop this site in order to serve the UC and are working with the UC on an agreement to house graduate, doctorate, and post-doctorate students. He explained that this site is the closest vacant site to the UC that has access to City facilities, (i.e., sewer and water). He further explained that he has been working with the City's Public Works Director, Ken Elwin, on the sewer capacity and on-site storage issues. Mr. Joshi pointed out the incentives they would be implementing to reduce the need for vehicles such as providing bicycles and bicycle parking, providing Uber and Lyft drop-off/pick-up areas, installing a bus stop in front of their site, and possibly providing Zip cars for the tenants. In addition,

there could be a reduction in rent if the tenant agrees not to have a vehicle. He explained that the traffic study done for this project recommended that this project pay a proportionate share of the cost of traffic signals at Yosemite Avenue & Parsons/Gardner Avenue and Olive Avenue and McKee Road. Additionally, they would be required to modify the striping at these intersections to help with the existing congestion at in these areas. It should be noted that a development is only required to mitigate the impacts related to their project. The existing conditions are not the responsibility of the development.

During the review process for the previous proposal, the neighborhood voiced concerns regarding having bars and nightclubs in this project. The developer agreed that they would not allow bars and/or nightclubs to be located within their project. Refer to Condition #33 for the restrictions placed on the uses selling alcoholic beverages.

Public hearing notices are typically sent to all property owners within 300 feet of the project site. In this case, notices were sent to all property owners within 500 feet of the site as well as an extended area on McKee and Hatch Roads. To date, staff has not had any comments other than those heard at the community meetings held by the developer.

Signage

J) All signs on the site would be required to comply with the North Merced Sign Ordinance and the Neighborhood Commercial sign regulations. As such, with illuminated signs may be required to shut off at 10:00 p.m. (Condition #12).

Land Use/Density Issues

K) The project proposes to construct a mixed-use project to include 214 multi-family dwelling units and approximately 37,117 square feet of commercial space (retail and office). As described in Finding A, the proposed land uses are allowable under the current Zoning designation of Neighborhood Commercial, with the residential portion requiring Conditional Use Permit approval. The residential portion of the project has a density of 36 units per acre. This density is consistent with the General Plan designation of High Density

Residential (HD) which allows 24 to 36 units per acre. The density of the project is consistent with the density requirements of the High Density Residential (HD) designation which allows 24 to 36 units per acre.

The Neighborhood Commercial (C-N) zone allows a variety of commercial uses. The table at Attachment J of Planning Commission Staff Report #20-01 provides a list of the types of uses allowed. As mentioned above in the Neighborhood Impact section, the developer has agreed to limitations on the types of uses.

Environmental Clearance

L) The Planning staff has conducted an environmental review (Initial Study # 19-37) of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and a Draft Mitigated Negative Declaration (i.e., no significant effects in this case because of the mitigation measures and/or modifications described in Initial Study #19-37) is being recommended (Attachment K of Planning Commission Staff Report #20-01).

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ENVIRONMENTAL REVIEW #19-37
Mitigation Monitoring Program

MITIGATION MONITORING CONTENTS

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

LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM

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

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

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

1) The requirements of the adopted mitigation monitoring program for the Conditional Use Permit #1238 shall run with the real property. Successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted program.
2) Prior to any lease, sale, transfer, or conveyance of any portion of the subject real property, the applicant shall provide a copy of the adopted program to the prospective lessee, buyer, transferee, or one to whom the conveyance is made.

MITIGATION MONITORING PROCEDURES

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

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

EXHIBIT C
OF PLANNING COMMISSION RESOLUTION #4035

General Plan Mitigation Measures

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

Noncompliance Complaints

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

Monitoring Matrix

The following pages provide a series of tables identifying the mitigation measures proposed specifically for Conditional Use Permit #1238. The columns within the tables are defined as follows:

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

Conditional Use Permit #1238
Mitigation Monitoring Checklist

Project Name:_____ **File Number:**_____
Approval Date:_____ **Project Location** _____
Brief Project Description_____

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

EXHIBIT C
OF PLANNING COMMISSION RESOLUTION #4035

5) Cultural Resources				
Impact	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
d	AQ-1 The developer shall provide an operations and maintenance plan for the on-site wastewater storage tank to address the timing of the off-peak discharge, emergency procedures for breakdowns and repairs, and odor control. The plan shall include steps to ensure ongoing objectionable odors do not affect the site or surrounding area. The operations and maintenance plan shall be approved by the City Public Works Director and/or City Engineer.	Building Permit	Engineering/ Public Works	
5) Cultural Resources				
a	CUL-1) If unknown pre-contact or historic-period archaeological materials are encountered during project activities, all work in the immediate vicinity of the find shall halt until a qualified archaeologist can evaluate the find and make recommendations. Cultural resources materials may include pre-contact resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the qualified archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations shall be required to mitigate adverse impacts from the project implementation. ***(continued on next page)***	Building Permits	Planning Department	

a	These additional studies may include, but are not limited to, recordation, archaeological excavation, or other forms of significance evaluations. The applicant shall inform its contractor(s) of the sensitivity of the project site for archaeological deposits, and include the following directive in the appropriate contract documents: "The subsurface of the construction site is sensitive for archaeological deposits. If archaeological deposits are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist shall assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any archaeological materials. Archaeological deposits can include, but are not limited to, shellfish remains; bones, including human remains; and tools made from, obsidian, chert, and basalt; mortars and pestles; historical trash deposits containing glass, ceramics, and metal artifacts; and structural remains, including foundations and wells." The City shall verify that the language has been included in the grading plans prior to issuance of a grading permit or other permitted project action that includes ground-disturbing activities on the project site.			

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

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

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

13) Noise				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
	NOI-1) To reduce potential construction noise impacts, the following multi-part mitigation measure shall be implemented for the project: • The construction contractor shall ensure that all internal combustion engine-driven equipment is equipped with mufflers that are in good condition and appropriate for the equipment. • The construction contractor shall locate stationary noise-generating equipment as far as feasible from sensitive receptors when sensitive receptors adjoin or are near a construction disturbance area. In addition, the project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site. *(continued on next page)*			

13) Noise				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
a	• The construction contractor shall prohibit unnecessary idling of internal combustion engines (i.e., idling in excess of 5 minutes is prohibited). • The construction contractor shall locate, to the maximum extent practical, on-site equipment staging areas so as to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction. • The construction contractor shall limit all noise producing construction activities, including deliveries and warming up of equipment, to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No such work shall be permitted on Sundays or federal holidays without prior approval from the City.	Building Permit	Building Department	

17) Transportation and Traffic				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
a	**TRA-01** Pay a proportionate share of the cost of the traffic signal **at the intersection of Yosemite Avenue and** Parsons/Gardner Avenue. **The following mitigation measures were adopted with Initial Study #19-18 and would apply, unless deemed unnecessary by the City Engineer.** The westbound lane of Yosemite Avenue at Parsons Avenue shall be modified to accommodate an additional 200-foot shared thru/right turn lane. In addition, the existing shared left/thru/right lane shall be restriped to be a shared left/thru lane. (The Traffic Analysis recommended an additional 100 foot lane be installed. The City Engineer recommends the length of the lane be increased to 200 feet.) -or- The applicant shall be required to pay for their proportionate share of the above improvement as determined by the City Engineer.	Building Permit	Planning/ Engineering Department	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
a	**TRA-02** Pay a proportionate share of the cost of the traffic signal at the intersection of McKee Road and Olive Avenue. **The following mitigation measures were adopted with Initial Study #19-18 and would apply, unless deemed unnecessary by the City Engineer.** The following modifications to the intersection of Olive Avenue and McKee Road shall be made: <u>Southbound Approach:</u> • Remove the adjacent on-street parking for 100 feet on the southbound approach. • Re-stripe the approach as shared left/thru lane and share right/thru lane. • Remove the adjacent on-street parking for 100 feet on the southbound receiving lane and stripe it as a lane drop. <u>Northbound Approach</u> • Remove the adjacent on-street parking for 100 feet on the north bound approach. • Re-stripe the approach as shared left/thru lane and shared right/thru lane. • Remove the adjacent on-street parking for 100 feet on the northbound receiving lane and stripe it as a lane drop. The City Engineer shall determine if this measure is feasible due to the location of residential driveways in this area.	Building Permit	Planning/ Engineering Department	

Impact No.	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
b	**TRA-03** The developer shall work with the Transit Joint Powers Authority of Merced County (The Bus) to locate a bus stop within ½-mile of the project site.	Building Permit	Planning/ Engineering Department	
19) Utilities and Service Systems				
c	**UTI-01)** The project shall provide for on-site storage of wastewater in an underground storage tank, then release the wastewater into the City's system during off-peak hours or an alternative approved by the City Engineer. Details to be worked out with the City Engineer prior to construction.	Building Permit	Engineering Department	

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

_____ _____
Environmental Coordinator Date

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item I.4. Meeting Date: 3/16/2020

SUBJECT: Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of February 18, 2020, February 19, 2020, February 20,2020, and February 26, 2020

REPORT IN BRIEF
Official adoption of previously held meeting minutes.

RECOMMENDATION
City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of February 18, 2020, February 19, 2020, February 20, 2020, and February 26, 2020.

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

ATTACHMENTS
1. Minutes of February 18, 2020
2. Minutes of February 19, 2020
3. Minutes of February 20, 2020
4. Minutes of February 26, 2020

CITY OF MERCED

Minutes

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

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

Tuesday, February 18, 2020 **6:00 PM**

A. CLOSED SESSION ROLL CALL

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

Absent: 1 - Council Member Jill McLeod

B. CLOSED SESSION

Mayor MURPHY called the Closed Session to order at 5:03 PM.

Clerk's Note: Mayor Pro Tempore SERRATTO arrived at 5:04 PM.

B.1. **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Employee Organization: American Federation of State, County, and Municipal Employees (AFSCME) Council 57; Local 2703; International Association of Fire Fighters, Local 1479; Merced Association of City Employees (MACE). AUTHORITY: Government Code Section 54957.6

B.2. **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Employee Organizations: Merced Police Officers' Association (MPOA). AUTHORITY: Government Code Section 54957.6

B.3. **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Employee Organizations: Merced Association of Police Sergeants. AUTHORITY: Government Code Section 54957.6

B.4. **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION; Englert, et. al. v. City of Merced; Case No. 1:18-CV-01239-LJO-EPG; AUTHORITY: Government Code Section 54956.9(d)(1)

B.5. **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - EXISTING

LITIGATION; McKinnon, et. al. v. City of Merced; Case No. 1:18-CV-01124-LJO-SAB; AUTHORITY: Government Code Section 54956.9(d)(1)

Clerk's Note: Council adjourned from Closed Session at 5:53 PM.

C. CALL TO ORDER

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

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

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

C.2. Pledge of Allegiance to the Flag

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

D. ROLL CALL

Clerk's Note: Council Member MCLEOD arrived at 6:04 PM.

Present: 7 - Mayor Mike Murphy, Mayor Pro Tempore Matthew Serratto, Council Member Kevin Blake, Council Member Fernando Echevarria, Council Member Anthony Martinez, Council Member Jill McLeod, and Council Member Delray Shelton

Absent: 0

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

E. REPORT OUT OF CLOSED SESSION

There was no report.

F. SPECIAL PRESENTATIONS

F.1. **SUBJECT:** Arts and Culture Advisory Commission Annual Report

REPORT IN BRIEF

The Annual Report will be given by Colton Dennis, Chair of the Arts and Culture Advisory Commission

RECOMMENDATION

For Information-Only.

Arts and Culture Advisory Commission Chair Colton DENNIS gave a slide show presentation on the Arts and Culture Advisory Commission Annual Report.

Mayor Pro Tempore SERRATTO and Mr. DENNIS discussed process and funding for various art projects.

G. WRITTEN PETITIONS AND COMMUNICATIONS

There were none.

H. ORAL COMMUNICATIONS

Monica VILLA, Merced - spoke on various topics.

I. CONSENT CALENDAR

Items I.6. Approval of an Increase of $240,000 in Development Services Revenue Account 017-0805-310.03-00 License and Permits/Construction Permits, Appropriating $220,000 in Development Services Expenditure Account 017-0805-512.17-00 Professional Services for Fiscal Year 219-2020, and Appropriating $20,000 in Development Services Expenditure Account 017-0805-511.04-01 Regular Overtime for Fiscal Year 201-2020 and I.8. Approval of the Updated 2020-21 Regional, State, and Federal Legislative Platform; were pulled for separate consideration.

Approval of the Consent Agenda

A motion was made by Council Member Blake, seconded by Council Member McLeod, to approve the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Murphy, Mayor Pro Tempore Serratto, Council Member Blake, Council Member Echevarria, Council Member Martinez, Council Member McLeod, and Council Member Shelton

No: 0

Absent: 0

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

REPORT IN BRIEF

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

RECOMMENDATION

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

This Consent Item was approved.

I.2. **SUBJECT:** Information Only - Planning Commission Meeting Minutes of January 8, 2020

RECOMMENDATION

For information only.

This Consent Item was approved.

I.3. **SUBJECT:** Information Only - Site Plan Approval Committee Meeting Minutes of July 18, October 10, October 24, and December 5, 2019

RECOMMENDATION

For information only.

This Consent Item was approved.

I.4. **SUBJECT:** Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of January 21, 2020

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of January 21, 2020.

This Consent Item was approved.

I.5. **SUBJECT:** Approval of Street Closure Request #20-01 by Merced LGBTQ Alliance to Host the Annual Merced LGBTQ Alliance Pride 2020 Event, Located on W. Main Street Between M and K Streets (Including Bob Hart Square); and Canal Street Between W. Main Street and Arbor Lane, on Saturday, May 2, 2020, from 10:00 a.m. to 11:00 p.m.

REPORT IN BRIEF

Considers approving a request by the Merced LGBTQ Alliance for the closure and use of City streets and Bob Hart Square on Saturday, May 2, 2020, for the Annual Merced LGBTQ Alliance Pride 2020 event. The request seeks approval to close W. Main Street, between M and K Streets, including Bob Hart Square, and Canal Street between W. Main Street and Arbor Lane, on Saturday, May 2, 2020, from 10:00 a.m. to 11:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the street closure of W. Main Street between M and K Streets, including the use of Bob Hart Square, and Canal Street between W. Main Street and Arbor Lane, on Saturday, May 2, 2020, from 10:00 a.m. to 11:00 p.m., subject to the details and conditions outlined in the administrative staff report.

This Consent Item was approved.

I.7.

SUBJECT: Acceptance of $40,826.00 in Fiscal Year 2017 State Homeland Security Grant Program (SHSGP) Funds, Waiver of the Competitive Bidding Requirements to Maintain the Radios and Equipment Standards, and Authorization to Purchase the Portable Radios and Radio Equipment

REPORT IN BRIEF

Considers accepting $40,826.00 in Fiscal Year 2017 SHSGP funds for the purchase of Portable Radios and Radio Equipment as revenue, appropriating supplemental funds, using pooled cash to cover the appropriation until grant funds are reimbursed, and waiving the competitive bidding requirements.

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting Fiscal Year 2017 SHSGP grant funds in the amount of $40,826.00 as revenue in the Intergovernmental - State Governments Grants - Other State Grants account 001-0901-324.02-00; and

B. Appropriating $40,826.00 to the Machinery/Equipment account 001-0901-523.43-00 to purchase portable radios and radio equipment; and

C. Waiving the competitive bidding requirements to maintain the radios and equipment standards; and

D. Authorizing the use of pooled cash to cover the appropriation until grant funds are reimbursed; and

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

This Consent Item was approved.

I.9.

SUBJECT: Adoption of Resolution Setting a Public Hearing for March 16, 2020 to Consider the Work and Expense Report and Any Protest or Objections Thereto for the Abatement Work Done for 1716 East 23rd Street (Abatement of Public Nuisance and Demolition of Building)

REPORT IN BRIEF

Considers setting a public hearing to hear the work and expense report for the abatement work done for 1716 East 23rd Street.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2020-06**, a Resolution of the City Council of the City of Merced, California, receiving the cost of assessment and report on 1716 (APN 034-063-006) East 23rd Street, Merced, California, and setting a public hearing thereon for March 16, 2020.

This Consent Item was approved.

I.6.

SUBJECT: Approval of an Increase of $240,000 in Development Services Revenue Account 017-0805-310.03-00 License and Permits/Construction Permits, Appropriating $220,000 in Development Services Expenditure Account 017-0805-512.17-00 Professional Services for Fiscal Year 2019-2020, and Appropriating $20,000 in Development Services Expenditure Account 017-0805-511.04-01 Regular Overtime for Fiscal Year 2019-2020

REPORT IN BRIEF

Considers approving an increase of $240,000 in Development Services Department revenue account 017-0805-310.03-00 License and Permits/Construction Permits; approving an appropriation of $220,000 in Development Services expenditure account 017-0805-512.17-00 Professional Services for Fiscal Year 2019-2020; and approving an appropriation of $20,000 in Development Services

expenditure account 017-0805-511.04-01 Regular Overtime for Fiscal Year 2019-2020.

RECOMMENDATION

City Council - Adopt a motion approving an increase of $240,000 in Development Services revenue account number 017-0805-310-00 (License and Permits/Construction Permits); approving an appropriation of $220,000 in Development Services expenditure account number 017-0805-512.17-00 Professional Services; and approving an appropriation of $20,000 in Development Services expenditure account 017-0805-511.04-01 Regular Overtime for Fiscal Year 2019-2020.

Council Member MARTINEZ pulled this item to request a staff report.

Director of Development Services Scott MCBRIDE and Chief Building Official Denise FRAZIER discussed appropriating funds to continue the plan review, permitting and inspection services.

Council Member MARTINEZ and Ms. FRAZIER discussed the appropriation of funds.

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

Aye: 7 - Mayor Murphy, Mayor Pro Tempore Serratto, Council Member Blake, Council Member Echevarria, Council Member Martinez, Council Member McLeod, and Council Member Shelton

No: 0

Absent: 0

I.8. **SUBJECT:** Approval of the Updated 2020-21 Regional, State and Federal Legislative Platform

REPORT IN BRIEF

Consider approving the updated 2020-21 Regional, State, and Federal Legislative Platform.

RECOMMENDATION

City Council - Adopt a motion adopting the updated 2020-21 Regional, State and Federal Legislative Platform.

Council Member MARTINEZ pulled this item to discuss rent control and local control regarding the Regional, State and Federal Legislative

Platform.

Council and staff discussed rent and local control.

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

Aye: 7 - Mayor Murphy, Mayor Pro Tempore Serratto, Council Member Blake, Council Member Echevarria, Council Member Martinez, Council Member McLeod, and Council Member Shelton

No: 0

Absent: 0

J. PUBLIC HEARINGS

J.1. **SUBJECT:** Public Hearing to Consider Amendments to Chapter 2.52, "Bicycle Advisory Commission" of the Merced Municipal Code to Expand the Role of the Bicycle Advisory Commission to Include all Modes of Active Transportation

REPORT IN BRIEF

Considers the expansion of the Merced Bicycle Advisory Commission's scope to include all modes of Active Transportation, in accordance with the recommendations made in the City's adopted Active Transportation and Safe-Routes-to-School Plan.

RECOMMENDATION

City Council - Adopt a motion introducing **Ordinance 2513**, an Ordinance of the City Council of the City of Merced, California, amending Chapter 2.52, "Bicycle Advisory Commission" of the Merced Municipal Code.

Principal Planner Michael HREN gave a brief presentation on the proposed amendments to the Bicycle Advisory Commission Ordinance.

Mayor MURPHY opened the Public Hearing at 6:48 PM.

Lisa KAYSER-GRANT, Merced Bicycle Coalition, Merced - spoke on expanding the representation to a Bicycle/Pedestrian Advisory Commission.

Tom HOTHEM, Merced - spoke on expanding representation and inclusivity by having a complete streets plan in place.

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

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

Aye: 7 - Mayor Murphy, Mayor Pro Tempore Serratto, Council Member Blake, Council Member Echevarria, Council Member Martinez, Council Member McLeod, and Council Member Shelton

No: 0

Absent: 0

K. REPORTS

K.1.

SUBJECT: Mid-Year Budget Review for Fiscal Year 2019-2020 Including Requests for Approval of General Fund Supplemental Appropriations and Budget Amendments in Various Funds Totaling $214,500

REPORT IN BRIEF

Presents the Fiscal Year 2019-2020 Mid-Year Financial Report and seeks approval for General Fund Supplemental Appropriations and Budget Amendments in Various Funds totaling $214,500.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a Supplemental Appropriation from the unreserved, unencumbered General Fund balance in the amount of $14,500, transferring to Fund 024 Parks and Community Services and appropriating the same; and,

B. Approving a Supplemental Appropriation from the unreserved, unencumbered General Fund balance in the amount of $200,000, transferring to Fund 666 Workers Compensation and appropriating the same.

Finance Officer Venus RODRIGUEZ gave a slide show presentation on the Mid-Year Review for Fiscal Year 2019-2020.

Council, Ms. Rodriguez, City Manager Steve CARRIGAN, and Assistant City Manager Stephanie DIETZ discussed housing project challenges, worker's compensation alternative funding, and revenue savings.

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

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

Aye: 7 - Mayor Murphy, Mayor Pro Tempore Serratto, Council Member Blake, Council Member Echevarria, Council Member Martinez, Council Member McLeod, and Council Member Shelton

No: 0

Absent: 0

L. BUSINESS

L.1. **SUBJECT:** Request to Add Item to Future Agenda

REPORT IN BRIEF

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

No future items were added.

L.2. **SUBJECT:** City Council Comments

REPORT IN BRIEF

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

Council Member MARTINEZ reported on attending the State of the City event and the proposed youth center open house at 27th and K Streets. He also spoke on future events.

Council Member ECHEVARRIA reported on attending the State of the City event. He also spoke on the newly appointed Interim Police Chief and the upcoming Town Hall Meetings.

Mayor Pro Tempore SERRATTO reported on attending the State of the City event, meetings regarding the Loughborough Project, the NAACP Pancake Breakfast, a meeting with Restore Merced, and the BYU Young Ambassadors event.

Council Member MCLEOD reported on attending the State of the City event.

Council Member BLAKE reported on attending the State of the City event.

Council Member SHELTON reported on attending the State of the City event.

Mayor MURPHY spoke on the State of the City event. He also reported on attending a meeting with representatives from the Bay Area Council, a meeting with the Merced City School Superintendent, the BYU Young Ambassadors event, and a meeting in Sacramento on High Speed Rail.

M. ADJOURNMENT

Clerk's Note: The Regular Meeting was adjourned at 7:23 PM.

A motion was made by Mayor Murphy, seconded by Mayor Pro Tempore Serratto, to adjourn the Regular Meeting in honor of Mike Salvadori. The motion carried by the following vote:

Aye: 7 - Mayor Murphy, Mayor Pro Tempore Serratto, Council Member Blake, Council Member Echevarria, Council Member Martinez, Council Member McLeod, and Council Member Shelton

No: 0

Absent: 0

CITY OF MERCED

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

Minutes

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

Wednesday, February 19, 2020 **6:00 PM**

Hoover Middle School Town Hall

A. CALL TO ORDER

Mayor MURPHY called the Town Hall Meeting to order at 6:02 PM.

Clerk's Note: The Town Hall Meeting was held at the Hoover Middle School Gymnasium located at 800 E. 26th Street, Merced, CA 95340.

A.1. Pledge of Allegiance

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

B. ROLL CALL

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

Absent: 1 - Council Member Kevin Blake

C. OPENING COMMENTS

C.1. Mike Murphy - Mayor

Mayor MURPHY welcomed everyone to the Town Hall and had the Council Members introduce themselves.

D. PUBLIC COMMENT

Diana ODOM GUNN, Downtown Neighborhood Association, Merced - spoke in support for the proposed block party trailer. She also thanked Council for increasing Code Enforcement efforts. She suggested introducing an anti-blight Ordinance.

Nick GOMES, Merced - spoke on his concerns regarding parking for the Tioga Apartments.

Art GRANADO, Merced - spoke on his concerns with funding for street

repair. He asked about the flag he brought back from Afghanistan that he presented to the city and ordinances regarding lawn clippings in the streets.

Monika GRASLEY, Merced - thanked the community for their response to her organization's break-in.

Gary CONTE, Merced - spoke on the homeless issue around Bear Creek and the conditions of city streets. He also suggested adding trash bins and benches along the bike paths.

Sair LARA, Merced - spoke on issues with warming fires from the homeless at Applegate Park.

Cindy KELLY, Merced - thanked the Public Works Department for filling in a pothole within 48 hours. She also spoke on her concern with late night door to door solicitation.

Rod WEBSTER, Merced - asked about the Climate Action Plan.

Diana WESTMORELAND, Merced - spoke on issues with her neighbor's tree and the abundance of mistletoe plaguing trees.

E. COUNCIL COMMENTS

Council thanked everyone for attending the Town Hall Meeting.

F. ADJOURNMENT

Clerk's Note: The Town Hall Meeting adjourned at 7:12 PM.

A motion was made by Council Member McLeod, seconded by Council Member Shelton, to adjourn the Town Hall Meeting. The motion carried by the following vote:

Aye: 6 - Mayor Murphy, Mayor Pro Tempore Serratto, Council Member Echevarria, Council Member Martinez, Council Member McLeod, and Council Member Shelton

No: 0

Absent: 1 - Council Member Blake

CITY OF MERCED

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

Minutes

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

Thursday, February 20, 2020 **6:00 PM**

Golden Valley High School Town Hall

A. CALL TO ORDER

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

Clerk's Note: The Town Hall Meeting was held at the Golden Valley High School Theater located at 2121 E. Childs Avenue, Merced, CA 95341.

A.1. Pledge of Allegiance

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

B. ROLL CALL

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

Absent: 1 - Council Member Jill McLeod

C. OPENING COMMENTS

C.1. Mike Murphy - Mayor

Mayor MURPHY welcomed everyone to the Town Hall and had the Council Members introduce themselves.

D. PUBLIC COMMENT

Damon RAMIREZ, Merced - suggested adding more water fountains and lights around the skate park in McNamara Park. He also spoke on a sports scholarship.

Mark LOPEZ, Merced - spoke on the violence in his community and a sports scholarship.

Noe GOVEA, Merced - spoke on his concerns on the Understanding Drugs and Alcohol Program for at-risk youths.

Jesse ORNELAS, Merced - spoke on the displaced youth documentary, a campaign to help at-risk youths, the memorandum of understanding between the Merced Police Department and the school district, and the community violence in South Merced.

Sol RIVAS, Building Healthy Communities, Merced - spoke on Measure Y funds and a stronger community and police relations.

Salvador SANDOVAL, Merced - asked about the proper procedure for placing a complaint with the police department.

Gloria SANDOVAL, Merced - spoke on the homeless issue, vacant homes, and fixing streets. She asked about a report from the fire department on vacant house fires.

Ronnie DEANDA, Merced - spoke on the State of the City event, the lack of development by Highway 59 and other parts of South Merced, and the lack of an urgent care and hospital in south Merced.

E. COUNCIL COMMENTS

Council thanked everyone for attending the Town Hall Meeting.

F. ADJOURNMENT

Clerk's Note: The Town Hall Meeting was adjourned at 7:05 PM.

A motion was made by Mayor Murphy, seconded by Council Member Blake, to adjourn the Town Hall Meeting. The motion carried by the following vote:

Aye: 6 - Mayor Murphy, Mayor Pro Tempore Serratto, Council Member Blake, Council Member Echevarria, Council Member Martinez, and Council Member Shelton

No: 0

Absent: 1 - Council Member McLeod

CITY OF MERCED

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

Minutes

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

Wednesday, February 26, 2020 **6:00 PM**

Cruickshank Middle School Town Hall

A. CALL TO ORDER

Mayor MURPHY called the Town Hall Meeting to order at 6:00 PM.

Clerk's Note: The Town Hall Meeting was held at the Cruickshank Middle School Multi-Purpose Room located at 601 Mercy Avenue, Merced, CA 95340.

Clerk's Note: Mayor Pro Tempore SERRATTO arrived at 6:09 PM.

A.1. Pledge of Allegiance

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

B. ROLL CALL

Present: 7 - Mayor Mike Murphy, Mayor Pro Tempore Matthew Serratto, Council Member Kevin Blake, Council Member Fernando Echevarria, Council Member Anthony Martinez, Council Member Jill McLeod, and Council Member Delray Shelton

Absent: 0

C. OPENING COMMENTS

C.1. Mike Murphy - Mayor

Mayor MURPHY welcomed everyone to the Town Hall and had the Council Members introduce themselves.

D. PUBLIC COMMENT

Steve RYE, Merced - spoke on his opposition on the proposed North Merced Annexation. He spoke on his concerns for park maintenance, Rahilly Park restroom maintenance, bike path maintenance, lack of traffic control by Chenoweth Elementary School, funding for youth programs, and traffic control on Parsons Avenue and McKee Road.

Marylene RILEY, Merced - spoke on traffic issues at Bear Creek and Highway 59.

Bob TORRES, Merced - spoke on his concerns regarding litter and abandoned shopping carts throughout the city. He asked about adding benches and shelters at bus stops, upgrading street lights, and fixing streets.

Clifford DALE, Merced - spoke on adding an expressway to go across town, concerns regarding heavy traffic, and traffic issues on Highway 59.

Chris JENSEN, Merced - spoke on the block party trailer, park maintenance and landscaping needed, issues with landscaping subcontracting work, and lack of access to gymnasiums for youth sports. He also asked about Measure Y funding and the tax transparency committee.

Shirley FARR, Merced - spoke on issues at the dog park, street repairs on R Street to Buena Vista Drive, graffiti across from Hoover Middle School, updating Fahren's Park play equipment, and lack of landscaping and park maintenance.

Lisa KAYSER-GRANT, Merced - spoke on the Climate Action Plan, traffic and expressways.

Necola ADAMS, Merced - spoke on the need for a youth center in the Loughborough Neighborhood, community center for the youth, landscaping maintenance by Lasalle Drive, the M Street railroad crossing bump, and the lack of supermarkets in south Merced. He also suggested renaming south Merced to the SoMa District.

Kenny JAMES, Merced - spoke on the lack of restrooms at the Flanagan Park.

Allan GUILLAN, Merced - spoke on a vehicle violation and towing issue.

Preet BALI, Merced - asked about placing speed bumps on M Street and Barclay Way.

Mark COOK, Merced - spoke on sidewalk repairs on north and south Buena Vista Drive, debris in Black Rascal Creek, and street repairs. He asked about temporarily suspending his refuse service when he is out of town and adding a horseshoe pit by the dog park.

Paul VIZCARRA, Merced - spoke on the railroad maintenance on Santa Fe Drive and Snelling Road and the park hours.

Brenda, Merced - spoke on her concerns regarding railroad closures, the need for benches, lights, and shelters at bus stops. She also spoke on Measure Y funds transparency and youth services.

Merced Resident - spoke on fixing the alleyways on west 24th Street between K and Canal Street, west 12th and 13th Street between H and I Streets.

Allen BROOKS, Merced - asked about development in south Merced.

Sherylln RAWLS, Merced - spoke on an incident she had.

E. COUNCIL COMMENTS

Council thanked everyone for attending the Town Hall Meeting.

F. ADJOURNMENT

Clerk's Note: The Town Hall Meeting adjourned at 8:07 PM.

A motion was made by Council Member Blake, seconded by Mayor Pro Tempore Serratto, to adjourn the Town Hall Meeting. The motion carried by the following vote:

Aye: 7 - Mayor Murphy, Mayor Pro Tempore Serratto, Council Member Blake, Council Member Echevarria, Council Member Martinez, Council Member McLeod, and Council Member Shelton

No: 0

Absent: 0

ADMINISTRATIVE REPORT

Agenda Item I.5. Meeting Date: 3/16/2020

Report Prepared by: Stephanie Dietz, Assistant City Manager

SUBJECT: Approval of Homeless Court Memorandum of Understanding Among the County of Merced District Attorney's Office, County of Merced Public Defender's Office, Ciummo and Associates, City of Merced, and the Superior Court of California, County of Merced

REPORT IN BRIEF

Considers the authorization to approve the Homeless Court Memorandum of Understanding among the County of Merced District Attorney's Office, County of Merced Public Defender's Office, Ciummo and Associates, City of Merced, and the Superior Court of California, County of Merced.

RECOMMENDATION

City Council - Adopt a motion approving the Homeless Court Memorandum of Understanding and authorizing the City Manager or the Assistant City Manager to execute all necessary documents.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

Aligns with City Council priority of Homelessness.

DISCUSSION

In November of 2018, Mayor Murphy and Merced County Superior Court Presiding Judge Proietti compiled a public justice working group to explore the possibility of establishing a Homeless Court Program (HCP) in Merced County. Mirrored after the successful San Diego model, the Homeless Court Memorandum of Understanding establishes a collaborative court through a partnership between the County of Merced, the City of Merced, and the Superior Court of California, Merced County. The HCP will provide homeless, and formerly homeless, individuals an opportunity to resolve outstanding eligible pre and post judgment criminal cases and/or infractions in the interest of promoting public and individual safety and self-sufficiency. The HCP will address the unique needs of

the homeless population's legal challenges which hinders the individual's ability to reestablish themselves into society. The HCP is designed to reward eligible individuals who have made significant progress improving their situation, through participation in a treatment program, with access to additional community and court resources.

Individuals who have participated in services designed to improve the health, safety, and welfare of the community will be screened for eligibility and referral to the Homeless Court Program. Examples of eligible program service activities include behavioral health and recovery services, employment or employment training services, individual counseling, chemical dependency meetings, or other program approved by the Merced County Homeless Court Coordinator.

Upon satisfactory involvement in an approved program, individuals will participate in a preliminary staffing with representatives from all participating organizations in order to assess individual eligibility to resolve outstanding minor criminal court cases and/or infractions, warrants, fines, and fees through the HCP. Individuals approved to participate in HCP will be scheduled to appear before the Court and may have minor charges dismissed, and, where appropriate, may have misdemeanor charges reduced or dismissed. Completed programming hours may be accepted in lieu of community service and credited towards any fines or fees owed.

Eligible cases for the HCP include infraction and misdemeanor traffic fines and infraction as well as misdemeanor criminal fines. The following cases are ineligible for the HCP: probation or restitution fines, felonies, charges assigned to specialty courts, and/or particular charges involving children, possession/sales of narcotics, firearms, explosives, ammunition, and violence or any immediate public safety issue(s).

The City Manager and City Attorney's Office staff will provide staff support to the Homeless Court on behalf of the City of Merced. Merced County will provide the coordination duties until a more permanent option is identified. The Coordinator will coordinate, facilitate, and implement the administrative functions of the program. The County Workforce Development Department has applied for an Accelerator grant application has been submitted to secure one-time funding for this position. If awarded, the grant term is 18 months during which time additional resources will be identified for ongoing sustainability of the program.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed, all support will be provided by existing staff.

ATTACHMENTS

1. Homeless Court Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Diversion/Homeless Court Program

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made and entered into on this ____ day of _____, 2020, by and between the Superior Court of California, County of Merced ("Court"), Merced County District Attorney's Office ("DA"), Merced County Public Defender's Office ("PD"), Ciummo and Associates, City of Merced and Merced City Attorney's Office ("CA") and the County of Merced ("County").

RECITALS

WHEREAS, the Parties desire to jointly collaborate on a Criminal Justice Diversion/Homeless Court Program that provides coordinated access to positive programming services, to qualifying individuals, that will improve the health, safety and welfare of the individual and the community while reducing the demands on the criminal justice system;

WHEREAS, the Court has partnered with the City and County of Merced to establish a Diversion/Homeless Court Program ("HCP") for homeless defendants to resolve outstanding eligible pre and post judgment criminal cases and/or infractions to promote public and individual safety;

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

1. SCOPE OF SERVICES

The HCP will address the unique needs of the homeless population, focusing on their legal challenges and limited resources that hinder their ability to reestablish themselves into society. Through joint collaborative partnerships, the HCP will enable the homeless population to gain greater access to self-help services and court resources. The HCP will assess the homeless population to resolve outstanding minor criminal court cases and/or infractions, warrants, fines and fees. The HCP will benefit both the Court and the community. With the homeless population increasing in Merced County, the HCP is necessary to help resolve the problems that homelessness presents with practical and effective solutions.

2. OBLIGATIONS AND RESPONSIBILITIES

The obligations and responsibilities of the Court and its joint collaborative partners for the HCP are as follows:

2.1 Prosecuting Agencies (Merced County District Attorney and Merced City Attorney) agree to:

A. Provide an attorney for all HCP sessions, as resources allow.

B. Provide input to the Court regarding the list of eligible and ineligible charges in HCP.

C. Review the HCP calendar and be prepared to discuss a negotiated disposition of case(s) with Defense Counsel on terms consistent with the objectives of the HCP.

D. On open cases where a plea needs to be entered, review recommendations from the Homeless Court Coordinator ("HCC") and offers from Defense Counsel for case resolution.

E. Participate in and attend Case Conference Review meetings, as necessary.

2.2 Defense Counsel (Merced County Public Defender and Ciummo and Associates) agrees to:

A. Provide an attorney for all HCP sessions, as resources allow.

B. Provide input to the Court regarding the list of eligible and ineligible charges in the HCP.

C. Review the HCP court calendar and provide legal services to clients in the HCP. Legal services may include, but are not limited to, reviewing all cases and available discovery, verifying the client's enrollment and participation in services, as well as program accomplishments.

D. Review the HCP court calendar and be prepared to discuss a negotiated disposition of cases with the Prosecuting Agencies on terms consistent with the objectives of the HCP.

E. On open cases where a plea needs to be entered, review recommendations from the HCC and submit an offer to the Prosecuting Agencies for case resolution.

F. Participate in and attend Case Conference Review meetings, as necessary.

2.3 Merced County Superior Court agrees to:

A. Provide a judicial officer, bailiff, and courtroom clerical staff for the monthly court sessions held on the last Tuesday of every month beginning April 2020, in a location to be determined. HCP will not be held if the last Tuesday of the month falls on a Holiday.

B. Adequately staff the HCP with court legal processing and courtroom clerks. Court staff will maintain a record of all proceedings and prepare calendars prior to each HCP session. The number of cases on each calendar is subject to court approval.

C. Approve the list of eligible and ineligible charges.

D. Stay warrants and release DMV holds as ordered by the Court.

E. Route court orders involving fines, fees, and civil assessments to the Court Collection Office.

F. Route the HCP Calendar Request Form to the Criminal Calendar Clerk for processing and email the designated Homeless Court Case Conference Review Team ("HCCCRT") email group.

G. Send the HCP calendar to the DA, CA, PD, Ciummo and Associates, and the HCCCRT one week prior to the HCP court hearings.

H. Provide HCCCRT access to view the Court's Case Management System to look up party information, case numbers, case events, and hearing dates.

2.4 Merced County agrees to:

A. Provide a Homeless Court Coordinator, to coordinate, facilitate, and implement the administrative functions of the Homeless Court Program as set forth in the job description for the position and/or policies and procedures for the program.

2.5 All parties agree to:

A. Designate a lead individual for questions pertaining to this Memorandum and the duties thereof.

B. Meet with the program parties, on an annual basis, to update the list of eligible charges on an as-needed basis, depending on several factors, including, but not limited to, new legislation, changes in procedures, and the needs of the HCP.

C. Attend the monthly HCP hearings at a time, date and department designated by the Court, when applicable.

D. HCP hearings will be held at the location designated by the Court. The location of the HCP hearings is subject to change.

E. The HCP shall not require participants to waive any protections afforded by due process. Participants shall have meaningful time to review their cases and resolve issues prior to disposition.

F. The HCP process and any disposition therein should recognize participants' voluntary efforts to improve their lives and move toward greater self-sufficiency.

G. HCP participants may receive credit for accomplishments with Positive Programming Services for case disposition and sentencing. These services include, but are not limited to, life-skills, chemical dependency or AA/NA meetings, computer and

literacy classes, training or searching for employment, medical care (physical and mental), and counseling. These activities typically replace the traditional court sanctions of fines, community service, and imprisonment.

H. Defendants who have completed appropriate services prior to appearing before the HCP may have minor charges dismissed, and, where appropriate, may have misdemeanor charges reduced or dismissed. Where charges are dismissed, public access to the records shall be governed by law.

I. Positive Programming hours may be accepted in lieu of community service and credited towards any fines or fees owed. Credit shall be determined by the Court Standing Order for the Authorized Rate of Community Service Hours Worked.

3. ELIGIBLE AND INELIGIBLE CASES FOR HCP

3.1 Eligible Cases for HCP:

A. All unadjudicated infractions.

B. All unadjudicated misdemeanors where the prosecuting agency agrees to reduce the charge(s) to an infraction.

C. All adjudicated infractions and misdemeanors that are resolved by plea, where there are unpaid fines/fees or the defendant has not completed a court ordered program.

D. Except as provided in Section 3.2, unadjudicated misdemeanors, with the following limitation: Guilty pleas to first offense driving under the influence (DUI) cases may be heard in HCP with the consent of all parties to the plea agreement. The Court has discretion to modify fines/fees in these matters. In exercising its discretion, the Court may consider the defendant's efforts at rehabilitation. Cases involving a DUI with one prior conviction (DUI or "wet reckless") will not be adjudicated in HCP except to consider a reduction of fines/fees or modification of a court-ordered program. No other DUIs will be adjudicated in HCP.

3.2 Ineligible Cases for HCP – Pre and/or post judgment case(s) involving the following:

A. All felonies (except for felony fines as agreed upon by the prosecuting agency).

B. Penal Code § 1210 (Proposition 36).

C. Drug Court.

D. Drug dealing and possession of drugs for sales charges.

E. Domestic violence (including elder abuse).

F. Child endangerment (Penal Code §§ 270 – 273.5 inclusive).

G. Juvenile (any filing in Juvenile Court).

H. Sexual offenses including Penal Code §§ 647(a),647.6, and offenses specified in Penal Code § 290(c); and violations of Sex Offender Registration per Penal Code § 290.

I. Arson charges or possession of an incendiary device.

J. Cases involving violence and any immediate public safety issue(s), as determined in the discretion of the CA/DA.

K. New offenses after being admitted to HCP. Commission of a new felony offense, misdemeanor offense, or two or more infraction offenses while in HCP makes a defendant ineligible to continue in HCP. However, commission of a new infraction or misdemeanor will be considered on a case by case basis by the DA as to whether or not the defendant may continue in HCP. For Merced Municipal Code ("MMC") violations, the defendant may apply to the CA for continuance in HCP following the commission of a new MMC violation, whether misdemeanor or infraction. The DA and CA will try to be flexible and the assigned attorneys have discretion to make exceptions.

Regarding all of the above: Borderline cases can be reviewed on a case by case basis. Particular facts of the case, defendant's criminal history, and defendant's specific situation or circumstances will be taken into consideration.

4. TERM

This Memorandum shall be effective upon execution by the parties and shall continue in effect unless and until terminated in accordance with paragraph 5.

5. TERMINATION FOR CONVENIENCE

Any party may terminate, in whole or in part, this Memorandum for convenience upon sixty (60) days' written notice.

6. OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

This Memorandum is subject to the availability of staffing and authorized funds. Any party may terminate this Memorandum at any time and for any reason or no reason by providing written notice to the other parties as set forth in paragraph 5.

7. MISCELLANEOUS

7.1 Non-Assignment. None of the rights, privileges, interests, immunities, duties, or obligations created by this Memorandum is assignable by any of the parties.

7.2 Entire Agreement. This Memorandum contains the entire and complete understanding of the parties hereto and supersedes any and all other previous or contemporaneous agreements, representations, and warranties, whether oral or written.

7.3 Amendment. No addition to or alteration of the terms of this Memorandum shall be valid unless made in the form of a written amendment to this Memorandum, which is formally approved and executed by the Court Executive Officer, the County Board of Supervisors and the City Council.

7.4 Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. If the final date for payment of any amount or performance of any act falls on a Saturday, Sunday, holiday, or furlough day of Court, City of Merced or County, such payment shall be made or act performed on the next business day.

7.5 Further Assurances. Each party hereto agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effect the provisions and purposes of this Memorandum.

7.6 Time of Performance. Time is of the essence in the performance of each of the provisions of this Memorandum.

7.7 Notices. Any notices required or permitted hereunder shall be in writing and may (a) be personally delivered; (b) be mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) be sent by reputable overnight delivery service; addressed as follows or to such other place as each party hereto may designated by subsequent written notice to the other party:

Court: Superior Court of California
County of Merced
Amanda Toste, Interim Court Executive Officer
2260 N Street
Merced, CA 95340

DA: Merced County District Attorney's Office
Kimberly Helms-Lewis
550 West Main Street
Merced, CA 95340

CA: Merced City Attorney's Office
Phaedra Norton
678 West 18th Street
Merced, CA 95340

PD: Merced County Public Defender's Office
Vincent Andrade
1944 M Street
Merced, CA 95340

Conflict: Ciummo and Associates
Doug Foster, Chief Defense Attorney
139 west El Portal Drive, Ste. D
Merced, CA 95348

County Merced County CEO Office
John Ceccoli
2222 M Street
Merced, CA 95340

7.8 Waiver. Any waiver by any party hereto of a breach of any of the terms of this Memorandum shall not be construed as a waiver of any successive breach of the same or other term of this Memorandum.

7.9 Binding Effect. This Memorandum shall be binding upon the successors and assigns of the Court, the City, and the County subject to the non-assignment provision previously stated.

7.10 Counsel and Drafting. Each party hereto, by its due execution of this Memorandum, represents to the other parties that it has reviewed each term of this Memorandum with its counsel, or has had the opportunity for such review with its counsel. No party shall deny the validity of this Memorandum on the ground that such party did not have the advice of counsel. Each party hereto has had the opportunity to participate in drafting and preparation of this Memorandum. The provisions and terms of this Memorandum shall be interpreted in accordance with the plain meaning thereof.

7.11 Counterparts. This Memorandum may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.

7.12 Severability. In the event any provision of this Memorandum is held by a court of competent jurisdiction to be invalid, void, or

unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way, and the parties wish for this Memorandum to be reformed by the Court to the greatest extent possible to reflect their original intent.

7.13 Governing Law. This Memorandum shall be construed under the laws of the State of California, without regard to its conflict of law provisions.

7.14 Liability to Third Parties; Indemnification.

A. The parties waive pursuant to Government Code Section 895.4 the pro rata (per capita) risk allocation provided by Government Code Section 895.6.

B. Each party shall defend, indemnify, and hold the other party harmless, to the maximum extent permitted by law, from claims, damages, expenses, or liabilities, including attorney fees and costs, that arise out of its duties or obligations, or that of its officers, judicial officers, judges, subordinate judicial officers, board members, employees, contractors, representatives, or agents under this Memorandum, or its negligence or willful misconduct.

7.15 Compliance with Laws. Notwithstanding any provision to the contrary contained in this Memorandum, the parties agree that no provision of this Memorandum shall require any party to violate any applicable statute, rule of law, or regulation.

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

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MERCED

BY:_____
(Signature)

_____
(Typed Name)

_____
Title

MERCED COUNTY DISTRICT
ATTORNEY'S OFFICE

BY:_____
(Signature)

_____
(Typed Name)

_____
Title

APPROVED AS TO FORM:

CITY OF MERCED AND THE MERCED CITY ATTORNEY'S OFFICE

BY:_____
(Signature)

_____
(Typed Name)

_____
Title

MERCED COUNTY PUBLIC DEFENDER'S OFFICE

BY:_____
(Signature)

_____
(Typed Name)

_____
Title

MERCED COUNTY OFFICE OF CIUMMO AND ASSOCIATES

BY:_____
(Signature)

_____
(Typed Name)

_____
Title

MERCED COUNTY

BY:_____
(Signature)

_____
(Typed Name)

_____
Title

ADMINISTRATIVE REPORT

Agenda Item I.6. Meeting Date: 3/16/2020

Report Prepared by: Frank Quintero, Director of Economic Development

SUBJECT: Approval of Lease Agreement with the Merced City Chamber of Commerce, d.b.a. The Greater Merced Chamber of Commerce, for Tenant Space at the Ralph Shannon Parcade at 626 W. 18th Street for $1.00 per Month in Exchange for In-Kind Services

REPORT IN BRIEF

Considers a lease agreement with the Greater Merced Chamber of Commerce for 1,682 square-feet of office space located at 626 W. 18th Street for $1.00 per month from March 2020 to December 2020 in exchange for economic development related services valued at $15,000.00.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the lease agreement between the Merced City Chamber of Commerce, d.b.a. the Greater Merced Chamber of Commerce and the City of Merced; and,

B. Authorizing the City Manager or the Assistant City Manager to execute all necessary documents.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200

CITY COUNCIL PRIORITIES

City of Merced 2019-2020 Adopted Budget, Section 7, Economic Development and Airport, Economic Development, Goals - “Collaborate with partners to create a positive business image and provide exceptional business support.”

DISCUSSION

As a new administration transitions into the Greater Merced Chamber of Commerce, its leadership approached the City regarding available office space and collaborating on local economic

development efforts. The attached Lease Agreement for the office space at 626 W. 18th Street in the Ralph Shannon Parcade reflects several discussions between staff and the Chamber's new director (Attachment 1). The Greater Merced Chamber of Commerce agrees with the terms and scope of services it would provide the City contained in the Lease Agreement (Exhibit C, Attachment 1).

Key Terms of the Lease Agreement:

Lessor: City of Merced

Lessee: Greater Merced Chamber of Commerce

Premise: 626 W. 18th Street, Ralph Shannon Parcade, 1,682 square-feet
Use of common area facilities including the lobby and bathroom.

Term: March 1, 2020 to December 31, 2020; Extended term subject to performance of in-kind services, and City Council approval.

Rent: $1.00 per month/NNN; Utilities, taxes, and insurance are the responsibility of the Lessee.

Improvements: Lessee shall be responsible for the costs, installation, and maintenance of all tenant improvements. All Tenant Improvements are subject to Lessor approval.

Utilities: Lessee shall be responsible for their share of utility costs such as water, sewer, refuse, power, and natural gas. Utilities such as connectivity, phone, cable, and internet shall be borne solely by the Lessee.

The available office space has been vacant since 2017. Other tenants in the Parcade include UC Merced Venture Lab and the City of Merced Recreation and Community Services Department. Prior to 2017, the Deaf and Hard of Hearing Services leased the office space. The Recreation Department has used the empty office space for storage.

Scope of Services

In-lieu of paying rent, the Greater Merced Chamber of Commerce would perform the services identified in the Scope of Services (Exhibit C of Attachment 1.) These services include: A) Provide one-year free membership; B) Provide one free half-page ad in the Merced Today; C) Conduct an online resident retail survey; D) Promote the City as business friendly; E) Create and promote a small business cluster with nearby service providers; and F) Assist the Office of Economic Development with developing and creating promotional material as requested. Details relative to the Scope of Services are to be worked out between the Chamber and staff.

If rent was to be paid on the vacant space, staff estimates that rent would be approximately $0.85 per square foot, $1,429.70 per month, or $14,297.00 for the
10-month term. Based on discussion with economic development professionals and consultants, the estimated value of the services in-lieu of rent is $15,000.00. The Greater Chamber has also extended an offer to help maintain and populate the City's newly developed Community Calendar.

The Chamber is not asking for tenant allowance to improve the office space. They are working with Chamber members (various contractors) on installing tenant improvements such as wall painting, replacing damaged ceiling tiles, connectivity, and an alarm system.

The clients served by the Office of Economic Development are generally from outside the region. The services performed by the Greater Chamber would focus more on the local clients and residents. Support from the Greater Chamber will help keep the development and growth momentum the City is currently experience moving forward while assisting up and coming businesses and entrepreneurs.

A similar model between the City of Merced and Greater Chamber, services in-lieu of rent, was used when the Chamber leased space in the Transpo Center staring back in 1990. After several years of a mutually beneficial relationship, the Chamber moved to other locations throughout the City. Solidifying the Chamber's presence in Downtown Merced will be instrumental for supporting the new business coming to Downtown Core.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Proposed Lease Agreement with the Merced City Chamber of Commerce

LEASE AGREEMENT
(Shannon Parcade Office Space)

THIS LEASE AGREEMENT (hereinafter "Lease") is made and entered into this ___day of _____, 2020, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, ("Lessor") and the Merced City Chamber of Commerce, Inc., a California Non-Profit Corporation, whose address of record is 531 West Main Street, Merced, California 95340, ("Lessee").

Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor the Premises at 626 West 18th Street, Merced, California, 1,682 square feet, as more fully illustrated in Exhibit A attached hereto (hereinafter the "Premises") upon the following TERMS and CONDITIONS:

1. TERM. The term hereof shall commence upon mutual execution of this Lease and Lessee providing evidence of insurance, business license and payment of security deposit. This Lease shall continue from March 1, 2020 to December 31, 2020.

2. RENT. Rent shall be payable on the 1st of each calendar month and shall be in the following amounts:

March 2020 to December 2020: $1.00 monthly

In addition to the One Dollar ($1.00) per month rent, Lessee agrees to provide services outlined in Exhibit C. All such services contained in Exhibit C are to be coordinated with the City and results of the work shall be monitored by the Director of Economic Development or designee. The means by which the work is accomplished shall be proposed by the Lessee and approved by the City.

All rents shall be paid to Lessor or its authorized Agent, at the following address: 678 West 18th Street, Merced, California 95340, or at such other places as may be designated by Lessor from time to time. In the event rent is not paid within ten (10) days after Due Date, Lessee agrees to pay a late charge of One Hundred Dollars ($100.00) plus interest at twelve percent (12%) per annum on the delinquent amount. Lessee further agrees to pay One Hundred Dollars ($100.00) for each dishonored bank check. The late charge period is NOT a grace period, and Lessor is entitled to make written demand for any rent not paid when due. Rent for any partial calendar month shall not be prorated.

3. RESERVED.

4. USE. The Premises are to be used for general office purposes and related uses and for no other purpose, without prior written consent of Lessor. Lessee shall not commit any waste upon the Premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.

5. USES PROHIBITED. Lessee shall not use any portion of the Premises for purposes other than those specified. No use shall be made or permitted to be made upon the Premises, nor acts done, which will increase the existing rate of insurance upon the Premises or the property of which the Premises are a part, or cause cancellation of insurance policies covering the property. Lessee shall not conduct or permit any sale by auction on the premises.

6. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease or sublet any portion of the Premises. Any such assignment or subletting constitutes a breach of this Lease. Lessor may not assign this Lease to any party without the approval of the Lessee. However, Lessor may terminate this Lease at any time by providing ten (10) days written notice to Lessee. Lessee shall vacate the Premises within forty-eight (48) hours. Failure to vacate shall result in Lessee being subject to paragraph 29 of this Lease.

7. ORDINANCES AND STATUTES. Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force.

8. COVENANTS AND AGREEMENTS. Lessee covenants and agrees that no exterior or interior amplified music or noise shall be emanated from the Premises. No parking is allowed on the alleyway. Reserved or leased parking shall not be part of this Lease. Loading or unloading shall be serviced by public parking lots or alleyway. Lessee to pay the costs of alarm installation and service. Lessee to pay costs of pest control within the Premises.

9. MAINTENANCE, REPAIRS, ALTERATIONS. Unless otherwise indicated, Lessee acknowledges that the Premises are in good order and repair. Lessee shall, at its own expense, maintain the Premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating installations, and any other system or equipment. The Premises shall be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, except

the roof, exterior walls, HVAC system and structural foundations, structural plumbing and structural electrical systems which shall be maintained by Lessor.

10. ENTRY AND INSPECTION. Lessee shall permit Lessor or Lessor's agents to enter the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the Premises, and shall permit Lessor, at any time within sixty (60) days prior to the expiration of this Lease to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the Premises to inspect the Premises at reasonable times.

11. INDEMNIFICATION OF LESSOR. To the extent any such claims are not covered by applicable insurance, Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the Premises, and to indemnify Lessor for any reasonable expense incurred by Lessor in defending any such claims unless such claim arises from the sole negligence of Lessor or Lessor's failure to perform its obligations under this Lease.

12. TENANT IMPROVEMENTS. All tenant improvement installation and costs shall be the responsibility of the Lessee. Lessor to provide for accessibility of the building and common areas to persons under the Americans with Disabilities Act (ADA). Lessee to obtain the necessary building permits with the City of Merced, and comply with all local and state laws.

13. LESSEE'S INSURANCE. Lessee, at its expense, shall maintain plate glass and public liability insurance, including bodily injury and property damage, insuring Lessee and Lessor with minimum coverage as follows: One Million Dollars ($1,000,000.00) combined personal injury and property damage.

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

Lessee at its cost shall maintain on all its personal property, Lessee improvements, and alterations, in, on, or about the Premises, a policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements, to the extent of at least 100% of their full replacement value. The proceeds from any such policy shall be used by Lessee first for the restoration of Lessee's improvements or alterations and any remaining amount for the replacement of personal property.

Lessor shall maintain on the building in which the Premises are located a policy of standard fire and extended coverage insurance which shall name Lessee as an additional insured, but shall provide that any proceeds shall be payable to Lessor.

14. UTILITIES. Lessee agrees that it shall be responsible for a pro-rata payment of all utilities, including water, gas, electricity, heat, and other services delivered to the Premises. In the event that such utilities are not separately metered or measurable, Lessee shall reimburse Lessor for Lessee's pro rata share of the costs of such utility determined based on the floor area of the Premises as that floor area relates to the total floor area of the portion of the property which is separately metered and which includes the Premises. Refuse costs shall be prorated in a likely manner. Utilities including cable, internet and phone services shall be the sole cost of the Lessee. Alarm service shall be sole cost of the Lessee.

15. CAM/ TAXES/ INSURANCE. Janitorial and maintenance services shall be supplied by Lessor to common areas of the building. This Lease is net of taxes, Lessee shall pay costs of possessory interest tax or other property taxes, if assessed. Lessee shall provide One Million Dollars ($1,000,000) commercial liability insurance, including hazard and personal injury at minimum. An ACCORD certificate shall be provided to Lessor naming City of Merced, its officers, employees, and agents, and the Redevelopment Agency of the City of Merced, its officers, employees, and agents, as additionally insured.

16. SIGNS. Signs may be erected by Lessee on the exterior of the building in which the Premises are located, if in compliance with the City sign ordinance and which shall be subject to review as tenant improvements. Lessee is allowed six (6) square feet of contiguous permanent signage along the exterior of the building and six (6) square feet of vinyl window signage along the frontage of the building. Lessor also reserves the right to the roof, side and rear walls of the Premises for signage purposes, except that such additional signage shall not unreasonably interfere with Lessee's signage.

17. ABANDONMENT OF PREMISES. Lessee shall not vacate or abandon the Premises at any time during the term of this Lease. If Lessee abandons or vacates the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the Premises shall be deemed to be abandoned, at the option of Lessor.

18. CONDEMNATION. If any part of the Premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease shall, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation; provided, however, that Lessor may at its option, terminate this Lease as of the date the condemnor acquires possession. In the event that the Premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease shall terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong solely to the Lessor; except that Lessee shall be entitled to retain any amount awarded to it for its goodwill, trade fixtures, or moving expenses.

19. TRADE FIXTURES. Any and all improvements made to the Premises during the term shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all its trade fixtures, but shall pay for all costs necessary to repair any damage to the Premises occasioned by the removal.

20. DESTRUCTION OF PREMISES. In the event of a partial destruction of the Premises during the term, from any cause, Lessor shall promptly repair the Premises, provided that such repairs can be reasonably made WITHIN SIXTY (60) DAYS. Such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the Premises. However, should Lessee fail to maintain the insurance required under this Lease or the loss result from an uncovered event, then Lessor shall be entitled full rental and CAM payments. If the repairs cannot be made WITHIN SIXTY (60) DAYS, this Lease may be terminated at the option of either party by giving written notice to the other party WITHIN THE SIXTY (60) DAY PERIOD.

21. HAZARDOUS MATERIALS. Lessee shall not use, store, or dispose of any hazardous substances upon the Premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. The term "hazardous substances" means any hazardous waste, substance, or toxic materials regulated under any environmental law or regulations.

22. INSOLVENCY. The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, shall constitute a breach of this Lease by Lessee.

23. DEFAULT. In the event of any breach of this Lease, Lessor may, at its option, terminate the Lease and recover from Lessee:

(a) The worth at the time of award of the unpaid rent, which had been earned at the time of termination;

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and,

(d) Any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.

24. SECURITY. A security deposit shall not be required for the term of this Lease.

25. RESERVED.

26. ATTORNEY'S FEE AND COSTS. In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party shall be entitled to reasonable costs, expenses, and attorney's fees.

27. WAIVER. No failure of Lessor or Lessee to enforce any term of this Lease shall be deemed to be a waiver.

28. NOTICES. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the Premises, or to Lessor at the address shown in Section 2, or at such other places as may be designated by the parties from time to time. Notice shall be effective FIVE (5) DAYS AFTER MAILING, or upon personal delivery.

29. HOLDING OVER. Any holding over after the expiration of this Lease, with or without the consent of Lessor, shall become month-to-month tenancy at a monthly rent of One Thousand Six Hundred Eighty-Two Dollars ($1,682.00) payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party shall terminate the same by giving the other party NINETY (90) DAYS WRITTEN NOTICE.

30. TIME. Time is of the essence of this Lease.

31. HEIRS, ASSIGNS, SUCCESSORS. This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

32. LESSOR'S LIABILITY. In the event of a transfer of Lessor's title or interest to the Premises during the term of this Lease, Lessee agrees that the grantee of such title or interest shall be substituted as the Lessor under this Lease, and the original Lessor shall be released of all further liability for any occurrences after the date of the substitution; provided, that all deposits shall be transferred to the grantee.

33. IMPROVEMENTS SUPPLIED BY LESSEE. Premises are supplied "as is" by Lessor. All interior (tenant) improvements are to be supplied by Lessee. All other improvements, other than trade fixtures, shall remain in place upon termination of the Lease. Lessee shall obtain all necessary permits and complete all building modifications utilizing current building codes. All improvements are subject to Lessor's written consent which shall not be unreasonably withheld or delayed.

34. IMPROVEMENT DESIGN. Tenant improvement design shall be approved by Lessor prior to start of construction. Consent shall not be unreasonably withheld.

35. COMMON AREAS: Lessee shall have rights of access and use of common areas. Common areas are: interior hallway, and restrooms, as more fully illustrated in Exhibit B. Lessee covenants that common area surfaces shall be kept in a clean and sanitary condition and shall not permit waste upon the property.

36. FIRST RENT PAYMENT. The first rent payment shall be due on the Rent Commencement Date in the amount of One Dollar ($1.00).

37. LAST MONTH'S RENT. Lessee shall pay a last month's rent payment of One Dollar ($1.00) upon mutual execution of this Lease.

38. PARKING. The Premises do not include any parking spaces for Lessee's exclusive use.

39. TRIPLE NET. This Lease is net of taxes, utilities, and insurance. Lessee's occupancy of the Premises may give rise to a possessory interest tax, and Lessee agrees to pay such tax or other property taxes as may be levied. Nothing in this Paragraph shall amend any other specific provision of this Lease.

40. BROKERS' COMMISSIONS. Lessee and Lessor agree and warrant that no brokers are involved in this transaction and neither a broker nor any other party is entitled to a leasing commission or any similar fee relating to this transaction. Each party shall bear its own legal fees, if any.

41. RECORDING. A memorandum of Lease shall be prepared for the purpose of recordation, and shall in no way modify the provisions of this Lease.

42. GENERAL PROVISIONS.

A. This Lease contains the complete, final, entire, and fully integrated understanding and agreement between the parties hereto. All prior negotiations, understandings, writings, and oral agreements pertaining to the subject matter hereof are superseded by this Lease. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party hereto, except as specifically set forth in this Lease. All prior discussions, negotiations, and

understandings have been and are merged and integrated into, and are superseded by, this Lease.

B. Both Lessor and Lessee are entering into this Lease based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such party deems material.

C. This Lease may be amended only in writing, signed by the Lessor and Lessee.

D. This Lease has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel in the negotiation and drafting of this Lease. 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 Lease against the Party that drafted this agreement is of no application and is hereby expressly waived.

E. Lessor and Lessee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the Parties to this Lease and also govern the interpretation of this Lease without regard to any applicable conflicts of law, including all matters of construction, validity, and performance.

F. Lessor and Lessee that jurisdiction and venue for any legal challenge to the provisions of this Lease or the enforcement of the rights or obligations hereunder shall be brought in the Superior Court serving the County of Merced.

G. This Lease 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.

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

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

LESSOR
CITY OF MERCED
A California Charter Municipal Corporation

BY:_____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____ 8-26-2020
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

(Signatures Continued on Next Page)

LESSEE
MERCED CITY CHAMBER OF COMMERCE, a California Non-Profit Corporation

BY: _____
(Signature)

Sara Hill
(Typed Name)

Its: CEO / PRESIDENT
(Title)

BY: _____
(Signature)

Joe Ramirez
(Typed Name)

Its: PRESIDENT
(Title)

Taxpayer I.D. No. 94-0475250

ADDRESS: 531 W. Main Street
Merced, CA 95340

TELEPHONE: 408.705.5654
FAX: N/A
E-MAIL: SARA@MERCEDCHAMBER.COM

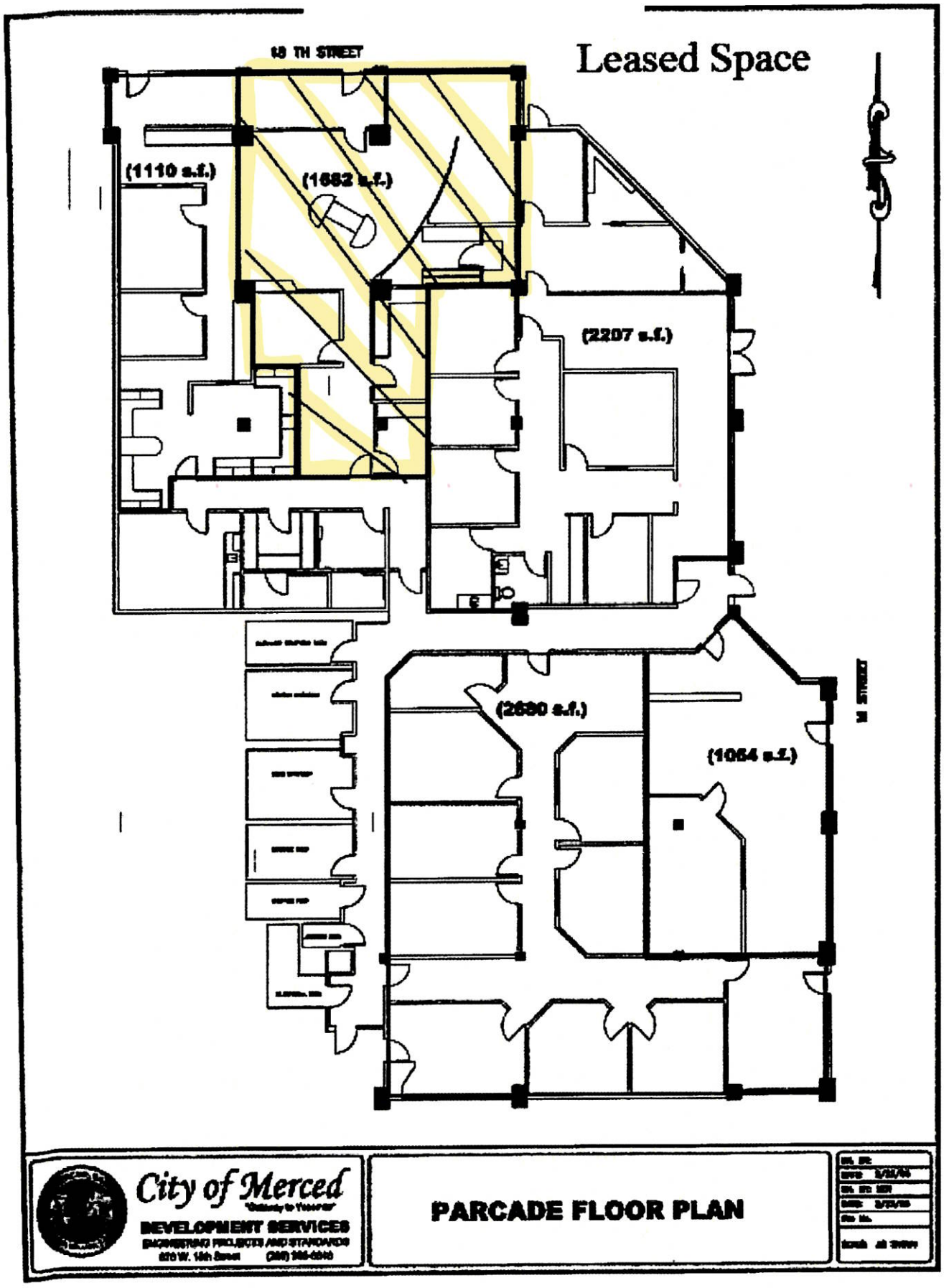

Leased Space
(1110 s.f.)
(1682 s.f.)
(2207 s.f.)
(2690 s.f.)
(1064 s.f.)
City of Merced
DEVELOPMENT SERVICES
PARCADE FLOOR PLAN

EXHIBIT A

EXHIBIT B

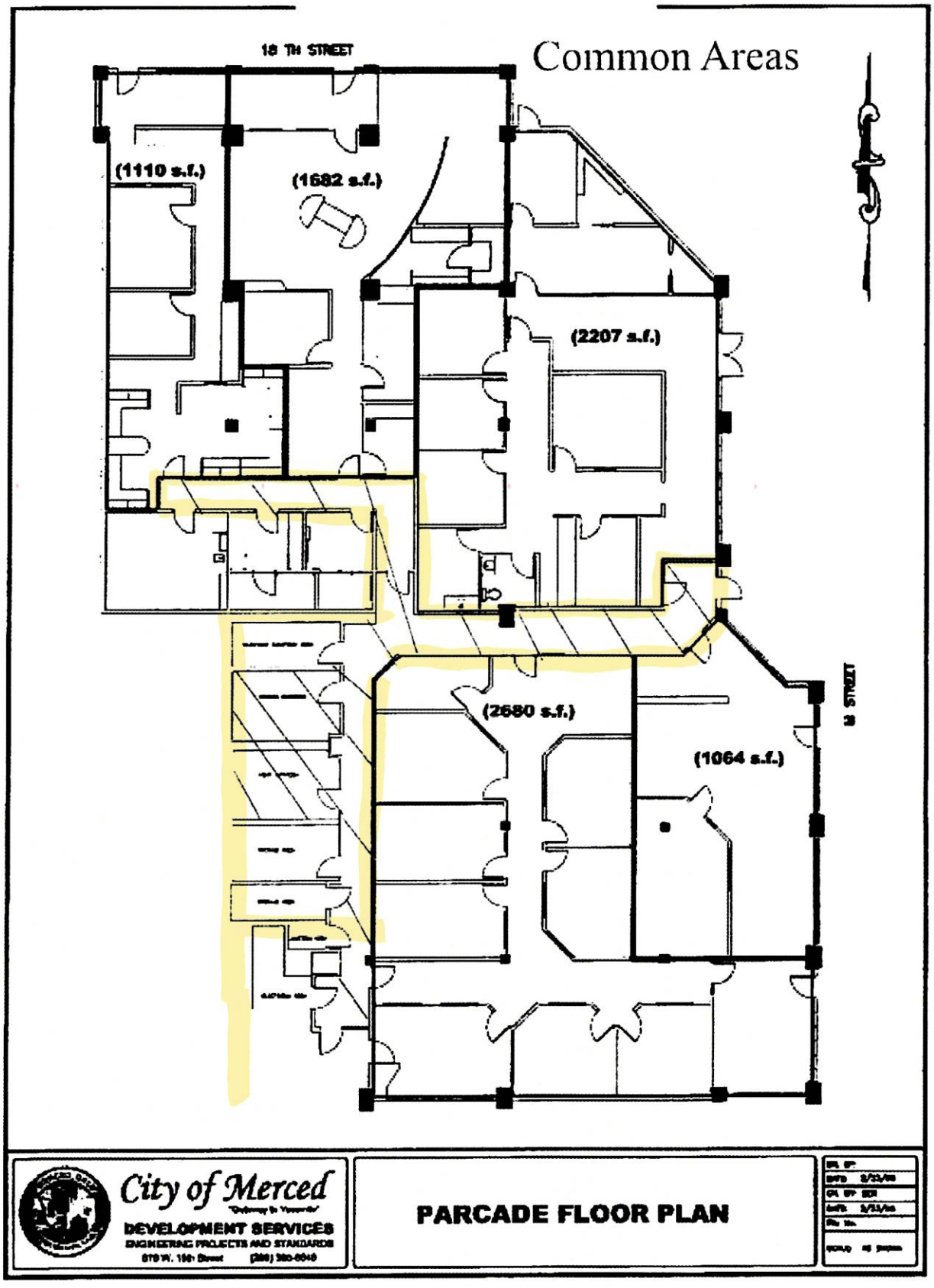


EXHIBIT B

EXHIBIT C

SERVICES TO BE PROVIDED TO LESSOR (CITY OF MERCED) BY LESSEE (GREATER MERCED CHAMBER OF COMMERCE)

LEASE TERM: MARCH 1, 2020 TO DECEMBER 31, 2020

A. Provide one-year free membership to the Lessor.

B. Provide one free half-page ad in the Merced Today.

C. Conduct an on-line resident retail survey.

D. Promote the City as "business friendly"

E. Create and promote a small business development cluster in conjunction with the Small Business Development Center, Merced College Business Resource Center, and the City of Merced

F. Assist the City of Merced Office of Economic Development with developing and creating promotional material as requested.

ADMINISTRATIVE REPORT

Agenda Item I.7. Meeting Date: 3/16/2020

Report Prepared by: Casey Wilson, Deputy Chief, Fire Department

SUBJECT: Authorization to Donate a Surplus 1990 Ottawa Fire Engine to the Kids Discovery Station, a Local Non-Profit Organization

REPORT IN BRIEF
Considers providing authorization to donate a surplus 1990 Ottawa Fire Engine previously used by the Fire Department to the local non-profit organization, Kids Discovery Station.

RECOMMENDATION
City Council - Adopt a motion authorizing the donation of a 1990 Ottawa Fire Engine to the Kids Discovery Station and authorizing the City Manager or the Assistant City manager to execute all necessary documents.

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

AUTHORITY
City of Merced Charter, Article II. - Powers of City. Section 200. - Powers
Merced Municipal Code Section 3.04.370-Surplus Materials, Supplies and Equipment

CITY COUNCIL PRIORITIES
Aligns with City Council priority of supporting youth programs and community outreach.

DISCUSSION
Background

Merced Municipal Code 3.04.370 - Surplus materials, supplies and equipment.

A. All departments shall submit to the purchasing supervisor, at such times and in such forms as he prescribes, reports showing all materials, supplies and equipment which are no longer used or which have become obsolete, worn out, scrapped, unnecessary or unsuitable for public

use. The purchasing supervisor shall have authority to transfer among departments or to sell such materials, supplies or equipment, or to trade in or exchange obsolete, worn out, scrapped, *unnecessary or unusable materials, supplies, and equipment for new materials, supplies and equipment.*

B. Except as otherwise provided in this chapter, all sales of materials, supplies, equipment and other personal property which have become obsolete, worn out, scrapped, unnecessary or unsuitable for public use, of an estimated value of five thousand dollars ($5,000.00) or less, may be made by the purchasing supervisor in the open market.

In other words, Municipal Code 3.04.370.B. provides that surplus equipment with a value of $5,000 or less shall be sold on the open market and it does not contain language for donating surplus city property to a public or governmental body or agency, volunteer fire department, or a non-profit corporation.

The fire department possesses a 1990 fire engine (Attachment 1) which has been categorized as surplus due to its age, mileage, mission, and overall mechanical condition. Efforts to sell the truck on the open market have been futile with no offers for purchase.

The fair market value of the 1990 Fire Engine is estimated at $1506.89, based upon a previous sale of a similar fire engine, which was successfully sold on the open market in March, 2019 (Attachment 2).

The Kids Discovery Station (KDS), is a tax exempt 501 (c) (3) organization (Attachment 3), who is in the midst of creating the first ever children's museum in Merced County, which is scheduled to open in the spring. KDS' mission is to provide a safe environment for Merced children of all abilities and their families to engage in joyful play and discovery. They aim to create a place where families are brought together to play and to learn, where their curiosity and imaginations are ignited and where kids and adults alike can explore the world in all its diversity. The museum is located at 350 W. Yosemite Ave.

Therefore, Council is being requested to consider exercising its authority under the Merced Municipal Charter, Article II. - Power of City., Sec. 200 - Powers and allow the donation of the surplus fire engine to the KDS.

Historically, the City Council has previously provided authority for the city to donate a surplus fire engine to the Madera Sunrise Rotary and a surplus trailer to the Merced County Food Bank, both being non-profit organizations.

Staff believes that donating the engine to the KDS will provide substantial educational and entertainment opportunities benefiting the City of Merced's youth, which clearly outweighs the value of the surplus fire engine. In return, KDS will execute an indemnity agreement (Attachment 4).

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Pink Slip for 1990 Fire Engine
2. Fair Market Value Estimate of Fire Engine
3. Non-Profit Verification of Kids Discovery Station
4. Release Indemnity Agreement

STATE OF CALIFORNIA

F 325

CERTIFICATE OF TITLE

53590050314

COMMERCIAL

PERM EXEMPT

VEHICLE ID NUMBER: 11VVB0646LA000003

YR MODEL: 90 MAKE: OTTAW

PLATE NUMBER: 209337

BODY TYPE MODEL: FT

AX: 2 UNLADEN WEIGHT: 28260 FUEL: D

TRANSFER DATE:

FEES PAID: NONE

REGISTRATION EXPIRATION DATE: 12/31/99

YR 1ST SOLD: 90 CLASS: MA *YR:

MO: VE

EQUIPMT/TRUST NUMBER:

ISSUE DATE: 05/13/90

MOTORCYCLE ENGINE NUMBER:

ODOMETER DATE:

ODOMETER READING:

REGISTERED OWNER(S)

CY MERCED FIRE DEPT
1776 GROGEN AVE
MERCED CA 95340

FEDERAL LAW REQUIRES that **you** state the mileage upon transfer of ownership. Failure to complete or making a false statement may result in fines and/or imprisonment.

Odometer reading is: [ ][ ][ ], [ ][ ][ ] which is the actual mileage of the vehicle unless one of the following statements is checked.

WARNING - Mileage ☐ is not the actual mileage. ☐ Exceeds the odometer mechanical limits.

I certify under penalty of perjury under the laws of the State of California, that the signature(s) below releases interest in the vehicle **and** certifies to the truth and accuracy of the mileage information entered above.

1a. _____ X _____
DATE SIGNATURE OF REGISTERED OWNER

1b. _____ X _____
DATE SIGNATURE OF REGISTERED OWNER

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

2. X _____
Signature indicates loan paid off and releases interest in vehicle.
Release Date _____

015788

ET04962268

REG. 17.30 (NEW 10/88)

KEEP IN A SAFE PLACE – VOID IF ALTERED

English

Public | Surplus®

Chat | Help | Logout

Home | Browse | Search | My Stuff | Auctions | Tools

Auction Receipt

City of Merced

Receipt No. 404 **Date** Mar 10, 2019 **Sold To** Raymond S Mattos [redacted]

Confirmation No. BC36 CB51

Auction	Title	Inv.Code	Per Item	Qty	Bid	Premium	Total
2163244	Ottawa Fire Truck - F-411		$1,506.89	1	$1,506.89	$165.76	$1,672.65

Credit Card Info: Visa

Transaction Info: Order Number: 289123001
Auth Number: 1JU934798A9596931

Net Sales:	$1,506.89
Taxable Sales:	$0.00
Premium:	$165.76
Tax:	$0.00
Total Invoice:	**$1,672.65**
Credit Card Amount Tendered:	$1,672.65
Balance Due:	($0.00)

Released By

Received By

Date

Close

Customer Support: agencysupport@publicsurplus.com | Copyright 1999-2019 The Public Group, LLC. | All rights reserved.

The Public | Group

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 1 1 2019

KIDS DISCOVERY STATION
2190 PEBBLE BEACH COURT
MERCED, CA 95340

Employer Identification Number:
83-1663376
DLN:
17053145853009
Contact Person:
FAITH E CUMMINS ID# 31534
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 3, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

KIDS DISCOVERY STATION

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947

FULL RELEASE AND INDEMNITY AGREEMENT

THIS AGREEMENT made on the ____ day of _____ 2020, by and between the City of Merced, a California Charter Municipal Corporation, hereinafter called "City," and Kids Discovery Station, a California Non-Profit Corporation, whose address of record is 2190 Pebble Beach Court, Merced, California, 95340, hereinafter called "KDS".

RECITALS

WHEREAS, KDS endeavors to provide enhanced educational and entertainment opportunities to Merced's youth; and,

WHEREAS, KDS has requested the City donate a surplus 1990 Ottawa Fire Engine for display in their children's museum; and,

WHEREAS, the City does have a surplus 1990 Ottawa Fire Engine that would be suitable for the needs of KDS, and the City Council has determined that KDS provides substantial educational and entertainment opportunities benefiting the City of Merced's youth which clearly outweighs the value of the surplus Fire Engine;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein recited, hereby agree as follows:

1. CITY RESPONSIBILTIIES: City agrees to donate to KDS the 1990 Ottawa Fire Engine, VIN #11VVB0646LA000003, without warranty, and transfers all title and interest in the 1990 Ottawa Fire Engine to KDS.

2. KDS' RESPONSIBILITIES:

A. KDS accepts the 1990 Ottawa Fire Engine in "as is" condition, without warranty, from the City.

B. KDS hereby releases and forever discharges City, and shall protect, indemnify, defend, save, keep, and hold harmless, the City and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury (including the death of any person or persons) or damage to

property sustained by any person or persons resulting from the operation of the 1990 Ottawa Fire Engine.

C. KDS shall, within seven (7) days of possession of title to the 1990 Ottawa Fire Engine, notify the California Department of Motor Vehicles of the transfer of title and pay all required transfer and documentation fees, and secure automobile insurance protection, all at its own expense.

It is understood that the duty of the KDS to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. The provisions of the preceding sentence shall not impose any liability upon the City and are for the express benefit of the general public.

This obligation to indemnify, protect, defend, and hold harmless City, its officers, employees, and agents as set forth herein is binding on the successors, assigns, transferees, or heirs of the KDS.

4. GOVERNING LAW. The City and KDS understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement without regard to any applicable conflicts of law, including all matters of construction, validity, and performance.

5. JURISDICTION AND VENUE. The parties agree that jurisdiction and venue for any legal challenge to the provisions of this Agreement or the enforcement of the rights or obligations hereunder shall be brought in the Superior Court serving the County of Merced.

6. PRIOR REVIEW OF AGREEMENT. This Agreement has been carefully read by each of the parties and the contents hereto are known to and understood by each of the parties. It is signed freely by each party executing this Agreement.

7. NO AGENCY CREATED. Each party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any of the other parties in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as creating the relationship of

partners, joint ventures, or any other association of any kind or nature between City and KDS, jointly or severally.

8. 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.

9. 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.

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

11. 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.

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:
CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Thuedia A Phlm 2-7-2020
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

KIDS DISCOVERY STATION, A
California Non-Profit Corporation

BY:_____
Signature

_____
Print Name

Its:_____

ADDRESS: 2190 Pebble Beach Ct.
Merced, CA 95340

TELEPHONE:_____
FAX: _____
EMAIL:_____

ADMINISTRATIVE REPORT

Agenda Item I.8. Meeting Date: 3/16/2020

Report Prepared by: Joseph Weiss, Lieutenant, Police Department

SUBJECT: Approval to Waive the Competitive Bidding Requirements to Standardize Equipment, Authorization to Purchase Mobile Computers and Related Equipment with Use of Pooled Cash, and Acceptance of Grant Funding in the Amount of $69,000 from the Merced County Remote Access Network Board as Reimbursement Funding for the Purchase of In-Car Mobile Computers and Related Equipment

REPORT IN BRIEF

Considers the acceptance of $69,000 in Remote Access Network (RAN) funding from the Merced County Remote Access Network for the purchase of ten (10) in car computer systems for police patrol vehicles by using pooled cash which will be reimbursed upon presentation of proof of purchase to the RAN Governing Board.

RECOMMENDATION

City Council - Adopt a motion:

A. Authorizing the acceptance of $69,000, increasing revenue account 001-1002-324-02-00 in reimbursable funds from the Merced County RAN Board and appropriating the same for the purchase of computer equipment for police patrol vehicles in expense account 001-1002-523-43-00; and,

B. Waiving the competitive bid requirement; and,

C. Authorizing the purchase of mobile computers and related equipment; and,

D. Authorizing the use of pooled cash for purchases until the City receives reimbursement funds; and,

E. Authorizing the City Manager or the Assistant City Manager to execute all necessary documents for this purpose.

ALTERNATIVES

1. Approve as recommended by staff; or,
2. Deny; or,
3. Refer back to staff; or
4. Continue to a future meeting.

AUTHORITY
Charter of the City of Merced, Section 200 - Powers
Charter of the City of Merced, Section 405 - Powers Vested in the City Council
Charter of the City of Merced, Section 1105 - Budget Appropriations
Merced Municipal Code section 3.04.210

CITY COUNCIL PRIORITIES
Public Safety as provided for in the 2019-20 Adopted Budget.

DISCUSSION
The State of California Department of Justice operates the California Identification System (CAL-ID), which is an automated system that retains finger print files and other related law enforcement information and databases. The Remote Access Network (RAN) is a uniform statewide network of equipment and procedures which allows local law enforcement agencies direct access to the CAL-ID system. To assist with the funding for this system, the State established a county level fee assessed as part of state vehicle registration fees.

To oversee and distribute the funding received by RAN a seven-member RAN Board was established pursuant to California Penal Code section 11112.4, subdivision (b). Pursuant to that section, the Board consists of a member of the County Board of Supervisors, the Merced County Sheriff, the Merced County District Attorney, the Merced Police Chief, one other Police Chief who is selected by the police chiefs in Merced County, a member-at-large and a Mayor from a city within the county.

The Merced County Remote Access Board (RAN) has awarded the City of Merced $69,000 from their 2019/20 Project Year funds. The funds will be used to purchase $69,000 in mobile computers and associated computer equipment (Attachment 1). Based on the attached quote, the city will need to fund $2,569.11 from within the FY 2019-20 approved police budget. A waiver of the competitive bidding process is requested to allow for standardization of equipment.

This purchase will allow the Police Department to outfit 10 “marked” police cars with the latest technology which will allow our officers the ability to interface with state and federal databases and computer systems and to perform more work and essential functions in the field.

IMPACT ON CITY RESOURCES
An increase in revenue account 001-1002-324-02-00 by $69,000 and an appropriation of the same amount to expense account 001-1002-523-43-00 is needed for the purchase of computer equipment associated with the police department mobile computer replacement project. Upon receipt of equipment and proof of payment by the City of Merced, reimbursement will be made by the Merced County RAN Board.

ATTACHMENTS
1. Quote 47791 Rugged Depot
2. RAN Approved Funding Request

RUGGED DEPOT
WE DON'T DO FRAGILE!

Sales Quotation

Quotation No.:47512

27060 Decker Prairie Rosehill Road
Magnolia, Texas 77355

Tel: 281-305-5007
Ofc: 281-259-6613
Fax: 281-259-6615
Claes.Adler@RuggedDepot.com

Order Date: 01/21/2020
Valid Until: 02/21/2020
Customer Number: C5503
Rep: Claes Adler
Terms: Rugged NET 30
Customer Ref:

Bill To:
City of Merced
611 W 22nd St

Merced 95340
USA
209-385-6833

Ship To:
City of Merced
Captain Don King
611 W 22nd St

Merced 95340
USA
209-385-6833

Shipping Method: Best Way

Item Code	Description	Condition	Quantity	Price	Total
CF-33AFNTJVM	WIN10 PRO, INTEL CORE I5-7300U 2.60GHZ, VPRO, 12.0"" QHD GLOVED MULTI TOUCH+DIGITIZER, 16GB, 256GB SSD, INTEL WIFI A/B/G/N/AC, TPM 2.0, BLUETOOTH, DUAL PASS (Ch1:WWAN/Ch2:DGPS), 4G LTE-ADVANCED MULTI CARRIER (EM7455), DGPS, INFRARED WEBCAM, 8MP CAM, INSERTABLE SMARTCARD, FLAT, 3 YEAR PANASONIC WARRANTY, BUNDLE, PREMIUM KEYBOARD	NEW	10	3,937.00	39,370.00
FZ-SVCTPNF5Y	Protection Plus Warranty - CF-33, FZ-G1, FZ-M1, FZ-A2, FZ-B2, FZ-Q2 Tablet PC (Years 1, 2, 3, 4, & 5)	NEW	10	650.00	6,500.00
21040145	MAGTEK, DUAL HEAD SWIPE, USB TRACK I/II/III, KBW EMULATION, BLACK, ALSO SEE PART NUMBER 21073062	NEW	10	49.00	490.00
CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Adapter for CF-30 UT-M Mk1	NEW	10	123.00	1,230.00
MA3-0900600M-NNA	3-yr NetCloud Essentials for Mobile Routers (Prime) with support and IBR900 router with WiFi (600Mbps modem), no C power supply or antennas, North America	NEW	10	910.00	9,100.00
LP-IN1958-W	LGMM Kit Complete kit of consisting of a low profile MiMo antenna with 5 functions in 1 housing: 2x MiMo 2G/3G/4G LTE, 2x WiFi, GPS in White Kit incl: 5m/16ft SMA(m)	NEW	10	225.00	2,250.00

Terms and Conditions

* Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge.
* All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice.
* Payment must be made in U.S. dollars.
* Pricing and quantities are subject to change.
* Nomar Enterprises reserves the right to substitute products of equal or greater specifications.
* Invoices are subject to late payment charges of 18% per year computed monthly after due date.
* All products are sold "AS IS"
* No credit allowed for goods returned without prior approval.
* ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCKING/HANDLING FEE; IF A SPECIAL ORDER PART, ADDITIONAL VENDOR RESTOCKING/HANDLING FEES MAY APPLY.
* Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Nomar Enterprises LLC within 2 days of receipt of goods. All goods shipped at the buyer's risk.
* Customer also agrees to pay such attorney's fees and costs as are actually incurred for the collection of this amount whether or not suit is instituted.
* All product and services on this invoice will remain the property of Nomar Enterprises and will be fully encumbered until full payment has been remitted.

Nomar Enterprises strives to bring our customers the best possible price everyday.

RUGGED DEPOT
WE DON'T DO FRAGILE!

Sales Quotation

Quotation No.:47512

27060 Decker Prairie Rosehill Road
Magnolia, Texas 77355

Tel: 281-305-5007
Ofc: 281-259-6613
Fax: 281-259-6615
Claes.Adler@RuggedDepot.com

Order Date: 01/21/2020
Valid Until: 02/21/2020
Customer Number: C5503
Rep: Claes Adler
Terms: Rugged NET 30
Customer Ref:

Bill To:
City of Merced
611 W 22nd St

Merced 95340
USA
209-385-6833

Ship To:
City of Merced
Captain Don King
611 W 22nd St

Merced 95340
USA
209-385-6833

Shipping Method: Best Way

GJ-33-LVD2	Gamber-Johnson laptop vehicle dock (dual pass) for the Panasonic CF-33.USB 2.0(4), USB 3.0(2), Serial, Ethernet (2), HDMI, VGA, Docking Connector, Dual RF, Release Lever, Lock.Features two front USB ports for easy access.Requires Premium Keyboard.	NEW	10	703.29	7,032.90
Dropshipper Sales Tax	Tax paid to state drop shipper	NEW	1	5,596.21	5,596.21

Freight	$0.00
Tax	$0.00
Total	$71,569.11

Full package with 3 year netcloud and 5 year warranties.

This document is not an Order unless signed. Please read this sales quote thoroughly and verify that it fits your specifications. If this sales quote fulfills your requirements, please submit a signed copy of this sales quote. No sales order can be generated without a written, detailed purchase order or a signed copy of this sales quote in place of a purchase order. This document, when signed, is an official Purchase Order.

Signature: _____ **Date:** _____

Printed Name: _____

PO # (if different than SQ #): _____ **Payment Terms:** _____

Billing Contact (Name, Email, Phone Number):

_____

Terms and Conditions

* Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge.
* All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice.
* Payment must be made in U.S. dollars.
* Pricing and quantities are subject to change.
* Nomar Enterprises reserves the right to substitute products of equal or greater specifications.
* Invoices are subject to late payment charges of 18% per year computed monthly after due date.
* All products are sold "AS IS"
* No credit allowed for goods returned without prior approval.
* ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCKING/HANDLING FEE; IF A SPECIAL ORDER PART, ADDITIONAL VENDOR RESTOCKING/HANDLING FEES MAY APPLY.
* Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Nomar Enterprises LLC within 2 days of receipt of goods. All goods shipped at the buyer's risk.
* Customer also agrees to pay such attorney's fees and costs as are actually incurred for the collection of this amount whether or not suit is instituted.
* All product and services on this invoice will remain the property of Nomar Enterprises and will be fully encumbered until full payment has been remitted.

Nomar Enterprises strives to bring our customers the best possible price everyday.

RAN MERCED COUNTY REMOTE ACCESS BOARD

Request for Project Funding

Project Year: 2019/20 (i.e. - 2014/15) Date: 12-11-19

Agency: Merced Police Department

Project Name: Vehicle computers

Amount Requested: $ 69,000

Justification Summary to Be Considered by Board Members:

The Merced Police Department submitted and received approval in the FY19/20 budget for 10 patrol vehicle computers. We ae requesting an adjustment to include 10 cradlepoints and antennas for connectivity. The budget will remain under the approved $69,000

Submitted by: Chief Chris Goodwin

---------- Do Not Write Below This Line ----------

Chairperson or Designee [signature] Project # 18-

Motion by S. Silveira Second by R. Chavez Ayes All Nays

Action Taken: Approved – ✓ Not Approved – Tabled/Request for Info –

Final Costs: $ 69,000 w/

Notes:

ADMINISTRATIVE REPORT

Agenda Item I.9. Meeting Date: 3/16/2020

Report Prepared by: Basant Ghaleb, Laboratory Supervisor

SUBJECT: Approval of First Amendment to the Agreement with Labworks, LLC., in the Additional Amount of $22,000 and the Total not to Exceed the Contracted Amount of $196,200, to Add a Mobile Sample Log-in Module and Additional Training for the Laboratory Information Management System (LIMS) at the Wastewater Treatment Plant (WWTP) Water Quality Control Laboratory

REPORT IN BRIEF
Considers approving a first amendment with Labworks, LLC, for an additional amount of $22,000 to add a mobile sample log-in module and provide additional training hours as part of the software contract for the LIMS program for the WWTP Water Quality Control Laboratory.

RECOMMENDATION
City Council - Adopt a motion:

A. Approving the first amendment to agreement for professional services with Labworks, LLC, for an additional amount not to exceed $22,000 for a mobile sample log-in module and additional training hours; and,

B. Authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

ALTERNATIVES
1. Approve, as recommend by Staff; or,
2. Approve, subject to other than recommended by Staff; or,
3. Deny; or,
4. Refer to Staff for reconsideration of specific items; or,
5. Continue to a future meeting.

AUTHORITY
Merced Municipal Code Title 3 Article III Purchases Over Twenty-Five Thousand Dollars.

CITY COUNCIL PRIORITIES
As provided for in the 2019-20 Adopted Budget.

DISCUSSION
In June 2019, the City Council approved a contract with Labworks, LLC, for the purchase of Laboratory Information Management System (LIMS) software for the Wastewater Treatment Plant (WWTP) Water Quality Control Laboratory. The cost of the software, implementation, and training

was $108,400, with an annual hosting, support and maintenance cost of $16,450 per year, beginning with year two, and continuing through year five. The total cost over five years (initial purchasing costs, implementation, training, and annual support services) totaled $174,200.

The WWTP Laboratory had planned to include the field sampling activities as part of the new database; however, Labworks' application for field sampling activities is designed for the Android system and not for Apple iOS system the City currently utilizes. The cost of the iOS application is $9,000.

The original contract included 13 days of configuration and training. However, the complexity of the LIMS is such that additional hours of training are needed for staff to become proficient in using the data management system. Staff is requesting to add 10 days of training at a cost of $20,000.

The original quote for the development of the iOS field sampling application and the additional training totaled $29,000. However, staff worked with the vendor to reduce this cost by $7,000. This cost savings was realized by omitting two unique instrument interfaces for a savings of $4,000 and opting for two webinar trainings in lieu of two onsite trainings for a savings of $3,000. The total cost of the amendment, with reductions, totals $22,000; increasing the contract from $174,200 to $196,200.

IMPACT ON CITY RESOURCES

There are sufficient funds available in 553-1108-532-17.00 Professional Services account line.

ATTACHMENTS

1. First Amendment to the Professional Services Agreement

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 2020, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and LABWORKS, LLC., a Wisconsin Limited Liability Company, whose address of record is 230 North 1200 East, Suite 202, Lehi, Utah 84043, ("Consultant").

WHEREAS, City is undertaking a project to utilize a laboratory information management system (LIMS); and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated June 3, 2019; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

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

1. Section 22, "ADDITIONAL WORK," is hereby added to the Agreement to read as follows:

> "SECTION 22. ADDITIONAL WORK. Consultant shall perform the additional work outlined in the proposal from Consultant to City dated January 15, 2020, attached hereto as Exhibit "1".

2. Section 23, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

> "SECTION 23. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of Twenty-Two Thousand Dollars ($22,000.00) for the additional work described in the proposal attached hereto as Exhibit "1" and in accordance with the rates set forth on Exhibit "1."

3. Except as herein amended, the Agreement dated June 3, 2019, shall remain in full force and effect.

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

CITY OF MERCED
A California Charter Municipal Corporation

BY:_____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____ 1-24-2020
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

CONSULTANT
LABWORKS, LLC,
A Wisconsin Limited Liability Company

BY: _____
(Signature)

Lane Franks
(Typed Name)

Its: CEO
(Title)

BY: _____
(Signature)

Paul Feldsted
(Typed Name)

Its: CTO
(Title)

Taxpayer I.D. No. 81-0852512

ADDRESS: 230 N. 1200 East, Ste. 200
Lehi, UT 84043

TELEPHONE: (844) 452-2967
FAX: _____
E-MAIL: lfranks@labworks.com

LABWORKS

Quote for CITY OF MERCED

Labworks LLC

Office: 230 N 1200 E #202, Lehi, Utah 84043
Remittance: 230 N 1200 E #202, Lehi, Utah 84043

CITY OF MERCED
10260 GOVE RD
MERCED,CA 95341
LABWORKS Support ID: L816

Attention: BASANT GHALEB
Phone: (209) 385-6991
Email: ghalebb@cityofmerced.org

Prepared By: CLAUDIA LUKAC
Email: clukac@labworks.com
Finance Email: finance@labworks.com
Quote Date: January 15, 2020
Quote #: 00001166
Quote Expires: March 27, 2020

Software

Part#	Description	Quantity	Units of Measure	Unit Price	Subtotal	Total Price
LB-5170046	Control File Upgrade Kit	1.00	Each	$0.00	$0.00	$0.00
LB-5170062	LABWORKS Mobile Sample Log-in (Site License - Unlimited Users) Requirement: LABWORKS v6.9	1.00	Each	$10,000.00	$10,000.00	$9,000.00

Software Maintenance and Support

Part#	Description	Quantity	Units of Measure	Unit Price	Subtotal	Total Price
LB-2017	LABWORKS Support Expansion	1.00		$1,500.00	$1,500.00	$0.00

Services

Part#	Description	Quantity	Units of Measure	Unit Price	Subtotal	Total Price
LB-SPECIAL0001	Special Client Allowance	1.00	Each	($7,000.00)	($7,000.00)	($7,000.00)
LB-00009	Professional Services	10.00	Days	$2,000.00	$20,000.00	$20,000.00

Comments

LABWORKS System: SQL Database
Includes services - Remote/on-site - set up /install/test/training and follow up on LABWORKS Sample Collection Application Module.
Note: Must be on LABWORKS v6.9
Special allowance of 10 percent has been provided on LABWORKS Sample Collection Application license.
Special cost for Professional Service days: $2,000 per day (standard cost $2,200).
LB-2017 Support Expansion has been provided at no charge for the first year, this will be added to the following years support renewal.
LB-SPECIAL0001 Note: Credit has been provided on Original Quote/PO:
Option 3: -$4,000 (Instrument interface)
Option 3: -$3,000 (travel expenses)
Quote is based on purchase on or before December 23, 2019.

Quote Summary - Price Shown in USD($)

	Gross Price	Net Price
Software Licenses	$10,000.00	$9,000.00
Support/Maintenance	$1,500.00	$0.00
Professional Services	$13,000.00	$13,000.00
Total	$24,500.00	$22,000.00

EXHIBIT 1

Updated Control File will be provided

Schedule delivery: ARO

- Customer elects electronic delivery ONLY of software products to the designated contact listed above. If included in this quote, Maintenance Fees are payable in advance, with payment due Net 30 days from date of invoice/delivery.
- Please submit your purchase order to finance@labworks.com and to the account representative at the top of the quote.

Approved by: Claudia Ann Lukac Nye

Claudia Ann Lukac Nye/Client Account Manager

LABWORKS, LLC
230 N 1200 E #202
Lehi, UT 84043
Phone: 844 452-2967
www.labworks.com

January 16, 2020

City of Merced
10260 Gove Road
Merced, CA 95341

To who it may concern:

This is to certify that we are the developer and sole distributor of LABWORKS software and licenses. We do not have any distributors or resellers due to the complex nature of our product. We are the single available source for LABWORKS LIMS software, upgrades, instrument interfaces, support, training, and services.

If you have any questions, please do not hesitate to contact me directly 201 358-6827.

Sincerely,

Claudia Lukac Nye | Client Account Manager
LABWORKS LLC
Phone: +1 201 358.6827 | Fax: +1 201.358.1992
www.labworks.com

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item I.10. Meeting Date: 3/16/2020

Report Prepared by: Paul Flores, Assistant Engineer, Engineering Dept.

SUBJECT: Award of Bid and Approval of Construction Contract with TBS Contractors, in the Amount of $511,557.52 for a Measure V and SB1 Funded Project for "M" Street - Childs Avenue to 8th Street Roadway Improvements, Project No. 120048

REPORT IN BRIEF
Considers awarding a construction contract in the amount of $511,557.52, funded by Measure V, SB1 and Enterprise funds, for City Project No. 120048 "M" Street - Childs Avenue to 8th Street Roadway Improvements.

RECOMMENDATION
City Council - Adopt a motion:

A. Awarding the "M" Street - Childs Avenue to 8th Street Roadway Improvements, Project 120048, to TBS Contractors, in the amount of $511,557.52, and,

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

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

AUTHORITY
Charter of the City of Merced, Article XI, Section 1109 - Contracts on Public Works, and Merced Municipal Code Chapter 3.04, Article IV - Public Works Contracts.

CITY COUNCIL PRIORITIES
As provided for in the 2019-20 Adopted Budget.

DISCUSSION
The work to be done consists, in general, of installation of an 8-inch water main on "M" Street, from

Childs Avenue to 6th Street, and a grind and overlay of the roadway from Childs Avenue to 8th Street. Contract items include: traffic control, trench for new water main, trench backfill, grinding 3-inches of existing roadway, overlay of 3-inches with asphalt concrete, re-stripe and final cleanup.

Staff prepared plans and specifications, and bids were opened on January 28, 2020, with a total of six bid submission:

1. Daleo, Inc. (Sacramento, CA)	$ 784,903.75
2. Rolf Construction, Inc.	$ 535,073.90
3. WVCC, Inc.	$ 623,971.60
4. Mid Cal Pipeline & Utilities, Inc.	$ 572,966.79
5. TBS Contractors	$ 511,557.52
6. Agee Construction	$ 697,139.75

The engineer's estimate for construction was $577,158.90

The following is the proposed budget for the project:

Construction	$	$ 511,557.52
Contingency	$	$ 51,155.75
Engineering, Testing & Inspection	$	$ 40,924.60
TOTAL:	$	$ 603,637.87

This project will require the contractor to notify property owners by door hangers and barricades of when work will be done to ensure vehicles are removed from the street.

IMPACT ON CITY RESOURCES

This project was established as a Capital Improvement Project to be funded Measure V, SB1 and Enterprise funds. Accounts 557-1106-637.65-00-120048, 078-1145-637.65-00-120048, and 450-1104 -637.65-00-120048 contain sufficient funding to complete the project.

ATTACHMENTS

1. Location Map
2. Bid Results
3. Construction Contract

LOCATION MAP

I:\1 Current Projects\120048 - M St - Childs to 8th St. Roadway Inprovements\Dwg\0987.DWG

City of Merced
"Gateway to Yosemite"
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

PROJECT NO. 120048
M ST - CHILDS AVE TO 8TH ST
ROADWAY IMPROVEMENTS

DRAW BY:	A VANG
DATE:	08/28/2019
CH. BY:	ENGR DEPT
DATE:	08/XX/2019
File No.	0987
SCALE:	NTS

CITY OF MERCED
PROJECT NO. 120048
M STREET- CHILDS TO 8TH STREET ROADYWAY IMPROVEMENTS

Bid Opening 1/28/2020

				TBS Contractors Merced, CA		Agee Construction Corporation Clovis, CA		Mid Cal Pipeline & Utilities Mertced, CA		Daleo, Inc. Gilroy, CA		West Valley Construction Company, Inc. San Jose, CA		Rolfe Construction, Inc.	
Bid Schedule A:															
NO.	**ITEM**	**UNIT OF MEASURE**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**ITEM TOTAL**	**UNIT PRICE**	**ITEM TOTAL**	**UNIT PRICE**	**ITEM TOTAL**	**UNIT PRICE**	**ITEM TOTAL**	**UNIT PRICE**	**ITEM TOTAL**	**UNIT PRICE**	**ITEM TOTAL**
1	Permits, Bonds, License & Insurance	LS	1	$3,600.00	$3,600.00	$25,000.00	$25,000.00	$8,000.00	$8,000.00	$10,000.00	$10,000.00	$10,500.00	$10,500.00	$12,428.00	$12,428.00
2	Public Convenience and Safety	LS	1	$17,712.00	$17,712.00	$26,000.00	$26,000.00	$10,000.00	$10,000.00	$25,000.00	$25,000.00	$36,500.00	$36,500.00	$5,603.00	$5,603.00
3	Water Pollution Control	LS	1	$3,520.80	$3,520.80	$4,500.00	$4,500.00	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$1,500.00	$1,500.00	$3,940.00	$3,940.00
4	Street Sweeping	LS	1	$3,000.00	$3,000.00	$20,000.00	$20,000.00	$5,000.00	$5,000.00	$2,000.00	$2,000.00	$8,000.00	$8,000.00	$3,290.00	$3,290.00
5	Surveying Services	LS	1	$2,772.00	$2,772.00	$5,000.00	$5,000.00	$7,000.00	$7,000.00	$4,500.00	$4,500.00	$2,500.00	$2,500.00	$3,250.00	$3,250.00
6	Monumentation	LS	1	$1,800.00	$1,800.00	$2,900.00	$2,900.00	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$550.00	$550.00	$1,950.00	$1,950.00
7	Temp. Detector Check Meter	EA	1	$13,180.67	$13,180.67	$4,000.00	$4,000.00	$8,000.00	$8,000.00	$18,000.00	$18,000.00	$9,000.00	$9,000.00	$4,628.00	$4,628.00
8	8" DIP water Main	LF	1182	$88.68	$104,819.76	$121.00	$143,022.00	$100.00	$118,200.00	$154.90	$183,091.80	$90.00	$106,380.00	$77.00	$91,014.00
9	8" Gate Valve	EA	2	$1,983.83	$3,967.66	$2,200.00	$4,400.00	$2,000.00	$4,000.00	$3,010.00	$6,020.00	$1,900.00	$3,800.00	$1,916.00	$3,832.00
10	Fire Hydrant Assembley	EA	2	$9,586.11	$19,172.22	$15,000.00	$30,000.00	$8,900.00	$17,800.00	$14,100.00	$28,200.00	$14,300.00	$28,600.00	$5,005.00	$10,010.00
11	(N) 1" Water Service Meter and Box	EA	33	$2,079.28	$68,616.24	$2,800.00	$92,400.00	$3,000.00	$99,000.00	$3,695.00	$121,935.00	$2,050.00	$67,650.00	$1,289.00	$42,537.00
12	(N) 1.5" Water Service Meter and Box	EA	5	$4,338.31	$21,691.55	$3,000.00	$15,000.00	$4,800.00	$24,000.00	$4,545.00	$22,725.00	$2,300.00	$11,500.00	$2,366.00	$11,830.00
13	Remove and Dispose of Meter Box	EA	38	$90.00	$3,420.00	$200.00	$7,600.00	$100.00	$3,800.00	$50.00	$1,900.00	$378.00	$14,364.00	$475.00	$18,050.00
14	Pressure Testing and Disinfection	LS	1	$9,148.80	$9,148.80	$12,000.00	$12,000.00	$10,000.00	$10,000.00	$3,500.00	$3,500.00	$6,000.00	$6,000.00	$8,606.00	$8,606.00
15	Connection to Existing Water System	EA	2	$6,992.44	$13,984.88	$15,000.00	$30,000.00	$6,000.00	$12,000.00	$3,000.00	$6,000.00	$13,400.00	$26,800.00	$4,810.00	$9,620.00
16	Reinforced Concrete Casing	YD	40	$683.40	$27,336.00	$125.00	$5,000.00	$250.00	$10,000.00	$160.00	$6,400.00	$260.00	$10,400.00	$451.75	$18,070.00
17	Portable Changeable Message Signs	EA	2	$3,600.00	$7,200.00	$1,500.00	$3,000.00	$2,000.00	$4,000.00	$1,900.00	$3,800.00	$4,800.00	$9,600.00	$5,200.00	$10,400.00
18	Restoration	LS	1	$3,000.00	$3,000.00	$40,000.00	$40,000.00	$10,000.00	$10,000.00	$30,000.00	$30,000.00	$58,000.00	$58,000.00	$4,628.00	$4,628.00
	Water Portion	**Items 1 through 18**			**$327,942.58**		**$469,822.00**		**$357,800.00**		**$479,571.80**		**$411,644.00**		**$263,686.00**
	Bid Schedule B:														
1	Permits, Bonds, License & Insurance	LS	1	$3,600.00	$3,600.00	$15,000.00	$15,000.00	$4,000.00	$4,000.00	$6,000.00	$6,000.00	$4,500.00	$4,500.00	$12,428.00	$12,428.00
2	Public Convenience and Safety	LS	1	$5,923.20	$5,923.20	$15,000.00	$15,000.00	$13,000.00	$13,000.00	$10,000.00	$10,000.00	$7,500.00	$7,500.00	$5,603.00	$5,603.00
3	Water Pollution Control	LS	1	$3,520.80	$3,520.80	$4,000.00	$4,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$630.00	$630.00	$3,940.00	$3,940.00
4	Street Sweeping	LS	1	$3,000.00	$3,000.00	$7,200.00	$7,200.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$3,500.00	$3,500.00	$3,290.00	$3,290.00
5	Surveying Services	LS	1	$2,772.00	$2,772.00	$4,000.00	$4,000.00	$1,000.00	$1,000.00	$2,000.00	$2,000.00	$950.00	$950.00	$3,250.00	$3,250.00
6	Monumentation	LS	1	$1,800.00	$1,800.00	$2,900.00	$2,900.00	$500.00	$500.00	$2,500.00	$2,500.00	$550.00	$550.00	$1,950.00	$1,950.00
7	Asphalt Grinding & Disposal	SF	67,119	$0.32	$21,478.08	$0.25	$16,779.75	$0.37	$24,834.03	$1.00	$67,119.00	$0.50	$33,559.50	$0.60	$40,271.40
8	3" Asphalt Overlay	SF	67,119	$1.94	$130,210.86	$2.00	$134,238.00	$2.04	$136,922.76	$3.05	$204,712.95	$2.00	$134,238.00	$2.50	$167,797.50
9	Traffic Stripes and Pavement Markers	LS	1	$9,510.00	$9,510.00	$27,200.00	$27,200.00	$30,000.00	$30,000.00	$8,000.00	$8,000.00	$24,500.00	$24,500.00	$27,944.00	$27,944.00
10	Measure V Sign Install	EA	2	$900.00	$1,800.00	$500.00	$1,000.00	$450.00	$900.00	$500.00	$1,000.00	$1,200.00	$2,400.00	$2,457.00	$4,914.00
	Measure V	**Items 1 through 10**			**$183,614.94**		**$227,317.75**		**$215,156.79**		**$305,331.95**		**$212,327.50**		**$271,387.90**
	Bid Schedule A & B	**$572,658.90**			**$511,557.52**		**$697,139.75**		**$572,956.79**		**$784,903.75**		**$623,971.50**		**$535,073.90**
	Contingencies (10%)	**$57,265.89**													
	Inspection/Tesing (3%)	**$17,179.77**													
	Engineering/Admin (5%)	**$28,632.95**													
	Grand Total	**$675,737.50**													

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT made on_____, by and between the CITY OF MERCED, a municipal corporation of the State of California, hereinafter called the Owner, and TBS Contractors, hereinafter called the Contractor:

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. CONTRACT DOCUMENTS. The complete contract consists of the following documents, to wit:
   (1) This General Construction Contract;
   (2) Faithful Performance Bond;
   (3) Laborers and Materialmen's Bond;
   (4) Guaranty;
   (5) Special Provisions for **M ST – CHILDS AVE TO 8TH ST ROADWAY IMPROVEMENTS**;
   (6) Amendments to the Standard Specifications;
   (7) Project Plans;
   (8) Standard Specifications;
   (9) City Standards;
   (10) Proposal;
   (11) Instructions to Bidders;
   (12) Notice Inviting Bids;
   (13) Bidder's Bond;
   (14) Notice of Determination of Prevailing Wages;
   (15) List of Subcontractors and Material Dealers; and
   (16) Safety Provisions.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents. In case of conflict between any of the documents, the order of documents first listed above shall be the order of precedence's, with the first item listed having the highest precedence.

2. THE WORK. Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with Contract Documents in the manner designated in, and in strict conformity with, the Plans and Specifications for **PROJECT NUMBERS 120048**, which said Plans and Specifications are entitled, "**M ST – CHILDS AVE TO 8TH ST ROADWAY IMPROVEMENTS**," for construction in Merced County in Merced, and which were included in the award of bid made by the City Council of the City of Merced on_____, 2020.

It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation and material, except materials to be supplied by the City as designated in the Contract Documents, shall be furnished and said work performed and completed as required in said Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner or its representative. The Owner hereby designates the City Engineer as its representative for the purpose of this Contract.

3. CONTRACT PRICE. The Owner agrees to pay, and the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all work contemplated and embraced in this agreement to wit:

BID SCHEDULE A:

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Permits, Bonds, License & Insurance	LS	1	$3,600.00	$3,600.00
2	Public Convenience and Safety	LS	1	$17,712.00	$17,712.00
3	Water Pollution Control	LS	1	$3,520.80	$3,520.80
4	Street Sweeping	LS	1	$3,000.00	$3,000.00
5	Surveying Services	LS	1	$2,772.00	$2,772.00
6	Monumentation	LS	1	$1,800.00	$1,800.00
7	Temp. Detector Check Meter	EA	1	$13,180.67	$13,180.67
8	8" DIP water Main	LF	1182	$88.68	$104,819.76
9	8" Gate Valve	EA	2	$1,983.83	$3,967.66
10	Fire Hydrant Assembly	EA	2	$9,586.11	$19,172.22
11	(N) 1" Water Service Meter and Box	EA	33	$2,079.28	$68,616.24
12	(N) 1.5" Water Service Meter and Box	EA	5	$4,338.31	$21,691.55
13	Remove and Dispose of Meter Box	EA	38	$90.00	$3,420.00
14	Pressure Testing and Disinfection	LS	1	$9,148.80	$9,148.80
15	Connection to Existing Water System	EA	2	$6,992.44	$13,984.88
16	Reinforced Concrete Casing	YD	40	$683.40	$27,336.00
17	Portable Changeable Message Signs	EA	2	$3,600.00	$7,200.00
18	Restoration	LS	1	$3,000.00	$3,000.00
	Water Portion	**Items 1 through 18**			**$327,942.58**
	Bid Schedule B:				
1	Permits, Bonds, License & Insurance	LS	1	$3,600.00	$3,600.00
2	Public Convenience and Safety	LS	1	$5,923.20	$5,923.20
3	Water Pollution Control	LS	1	$3,520.80	$3,520.80
4	Street Sweeping	LS	1	$3,000.00	$3,000.00

5	Surveying Services	LS	1	$2,772.00	$2,772.00
6	Monumentation	LS	1	$1,800.00	$1,800.00
7	Asphalt Grinding & Disposal	SF	67,119	$0.32	$21,478.08
8	3" Asphalt Overlay	SF	67,119	$1.94	$130,210.86
9	Traffic Stripes and Pavement Markers	LS	1	$9,510.00	$9,510.00
10	Measure V Sign Install	EA	2	$900.00	$1,800.00
	Measure V	**Items 1 through 10**			**$183,614.94**

$511,557.52

4. TERMINATION. If the Contractor should be adjudged as bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract Documents, the Owner may serve written notice upon him and his surety of its intention to terminate the Contract; such notice to contain the reasons for such intention to terminate the Contract, and, unless within ten (10) days after serving of such notice such violation shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that if the surety within fifteen (15) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

5. NOTICE AND SERVICE THEREOF. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, (a) if the notice is given to the Owner, per personal delivery thereof to the City Engineer of said Owner, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to the Owner, postage prepaid and registered; (b) if the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his duly authorized representative at the site of the project, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to said Contractor at 1600 Falcon Way, Merced, CA 95341, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

6. ASSIGNMENT OF CONTRACT. Neither the Contract nor any part thereof, nor moneys due, or to become due thereunder, may be assigned by the Contractor without the prior written approval of the Owner.

7. CONTRACT SECURITY. The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

6 INSURANCE. The Contractor shall not commence work under this Contract until he has obtained all insurance required by Section 7-3 of the Standard Specifications for Public Works Construction (1997 Edition), as amended, and such insurance has been approved by the City Attorney of Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract, and particularly paragraph 9 hereof. Said insurance obtained by the Contractor shall be primary and noncontributory as to any insurance maintained by owner. ***Endorsement for additional insured shall be submitted on Standard form CG 20101185. Endorsement forms CG 20101001 and CG 20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects***. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy.

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City is the named insured or is named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City shall be the insured or named as an additional insured covering the work, whether liability is attributable to the Contractor or the City. The policy shall insure the City, its officers, employees and agents while acting within the scope of their duties on the work, against all claims arising out of or in connection with the work.

The Contractor may file insurance acceptable to the City covering more than one project. The coverage shall provide the following minimum limits:

Bodily Injury...	$500,000.00	each person
	$1,000,000.00	each occurrence
	$1,000,000.00	aggregate products and completed operations
Property Damage...	$250,000.00	each occurrence
	$500,000.00	aggregate

A combined single limit policy with aggregate limits in the amount of $1,250,000.00 will be considered equivalent to the required minimum limits.

The Contractor will require all subcontractors to take out and maintain bodily injury liability and property

damage liability in the amounts stated above.

The Contractor and subcontractors shall save, keep and hold harmless the City, its officers and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the Contractors employees, or any subcontractor. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provide that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with the applicable law or statute, but in no event less than thirty (30) days before expiration or cancellation is effective.

All insurance required by this section shall be from a California admitted insurance company.

The cost of this insurance shall be included in the Contractor's bid.

CANCELLATION CLAUSE

NOTE: The standard form used by insurance carriers will not be acceptable unless the word "endeavor" is crossed out where the paragraph states, "The issuing company will (endeavor to) mail . . ." A portion of the last paragraph should be crossed out, which states, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company."

9. HOLD HARMLESS. Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the Owner and are for the express benefit of the general public.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

10. ACCIDENT PREVENTION. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

11. PAYMENT. The Owner will make partial and final payment to the Contractor in accordance with Section 9-3.2 of the Standard Specifications, as amended, except that the Owner will retain the five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by Owner of notice of acceptance of completion of all work covered by this Contract, if such notice be recorded within ten (10) days after the acceptance of completion of such Contract; or, if such notice be not so recorded within ten (10) days, until the expiration of ninety-five (95) days after the acceptance of completion of such work of improvement, at which time and not before, Owner shall pay to Contractor the whole of the remaining five percent (5%) of said contract price so held back as provided.

The payment of progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the Owner and subject to whatever inspection and approval may be required by law.

12. CALIFORNIA LABOR CODE. The Contractor is aware of, and hereby agrees to comply with Sections 1770, 1773, 1776, and 1777.5 of the California Labor Code.

13. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. Pursuant to Section 22,300 of the Public Contracts Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a State or Federally-chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the Contract.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California, or bank or savings and loan certificate of deposit.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain, as a minimum, the following provisions:

(a) The amount of securities to be deposited;
(b) The terms and conditions of conversion to cash in case of the default of the Contractor; and

(c) The termination of the escrow upon completion of the Contract.

14. TRENCHES AND EXCAVATIONS. Should the Contractor be required to dig trenches or other excavations that extend deeper than four (4) feet below the surface, then the following clauses shall apply:

(a) The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

(2) Subsurface or latent physical conditions at the site differing from those indicated;

(3) Unknown physical conditions at the site of any unusual nature different materially from those ordinarily encountered, and generally recognized as inherent in work of the character provided for in the contract.

(b) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this contract.

(c) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

15. CLAIMS. This clause applies to all Contractor claims of three hundred seventy-five thousand dollars ($375,000), or less, which arise out of this contract.

(a) "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract, and payment of which is not otherwise expressly provided for or the Contractor not otherwise entitled to, or (3) an amount the payment of which is disputed by the City.

(b) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein shall extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(c) For claims of less than fifty thousand dollars ($50,000), the City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.

(1) If additional information is thereafter required, it shall be requested and provided upon mutual

agreement of the City and the Contractor.

(2) The City's written response to the claim as further documented shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

(d) For claims of over fifty thousand dollars ($50,000) and less than, or equal to, three hundred seventy-five thousand dollars ($375,000), the City shall respond in writing to all written claims within sixty (60) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim, or relating to defenses or claims the City may have against the Contractor.

(1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.

(2) The City's written response to the claim as further documented shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater

(e) If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response, or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(f) If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written claim pursuant to Subdivision (b) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

(g) The following procedures shall be followed for all civil actions filed to resolve claims subject to this clause:

(1) Within sixty (60) days, but no earlier than thirty (30) days following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil

Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

(h) The City shall not fail to pay money as to any portion of a claim which is undisputed, except as otherwise provided in this contract.

(i) In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

ATTEST:

CITY OF MERCED, a Municipal Corporation
(Herein called Owner)

By: _____
Deputy City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

TBS Contractors
(Herein called Contractor)

By: _____
City Attorney

By: _____
Contractor

ACCOUNT DATA:

Project No. **120048**

Project Account Number(s) / Amount

557-1106-637.65-00-120048 (49%) $327,942.58

078-1145-637.65-00-120048 (25.5%) $91,807.47

450-1104-637.65-00-120048 (25.5%) $91,807.47

Amount: $511,557.52

TAXPAYER I.D. NO: 77-0573963

VENDOR NUMBER: 9197

ADDRESS: 1600 Falcon Way, Atwater, CA 95341

PHONE(209) 384-8424

FAX: _____

EMAIL:estimating@taylorbackhoe.com

By: _____
Finance Officer Verification

(SEAL)

GUARANTY

To the City of Merced, California:

PROJECT NUMBERS 120048

The undersigned guarantees the construction and installation of the work included in this project as described in the Contract Documents.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, within one year after date on which the "Notice of Completion" is recorded by the City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to that contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair said work completely without cost to the City so that said work will function as contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

By: _____ Date: 2/4/2020

Contractor

ADMINISTRATIVE REPORT

Agenda Item I.11. Meeting Date: 3/16/2020

Report Prepared by: Joey Chavez, Director of Parks and Community Services

SUBJECT: Request to Set a Public Hearing for Monday, April 6, 2020, to Consider Parks and Community Services Fee Schedule Updates

REPORT IN BRIEF
Request to set a Public Hearing for Monday, April 6, 2020, to consider the Parks and Community Services fee schedule modification.

RECOMMENDATION
City Council - Adopt a motion setting a Public Hearing for Monday, April 6, 2020, to consider the Parks and Community Services fee schedule modification.

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

AUTHORITY
Charter of the City of Merced, Section 200

DISCUSSION
Staff is requesting Council to set a Public Hearing to consider the Parks and Community Services Fee Schedule Modification. The Parks and Community Services fees were last updated on June 2, 2008. Since then, California minimum wage has increased six times, raising from $8.00 per hour in 2008 to $13.00 per hour in 2020. The minimum is set to increase to $15.00 per hour by 2022. The result will be an hourly rate for part-time staff that has nearly doubled since the last department fee increase.

Raising minimum wage coupled with increasing cost to provide public recreation services and makes it necessary for the parks and Community Services Department to increase a number of fees for programs and services to reduce its strain on the City's General Fund. While the department does its best to recruit volunteers for special events, youth sports and other services, extra staff are required for nearly all programs and activities. Full-time staff oversee regular and after-hour activities, but at least two part-time staff are needed at each function to assist with growing number of participants

and attendees.

One example of a much-needed increase is in the Summer Playground Program. Currently, participants pay $25 per week to attend camp from 8:00 AM to 12:30 PM. Children are provided free play time, organized activities, arts and crafts, visits from Mobile Library and free lunch daily. The hourly fee collected for one child to attend for all five days of the week is roughly $1.11. The average hourly rate for part-time staff is $14.20, a difference of $13.09 per hour. The Summer Playground Program is one of the most popular, highly attended youth services provided by the department.

Contracted services have also increased in cost, widening the gap between revenue and expenses. Staff has been notified by multiple contractors that in 2020 they will likely need to increase their charges to the department to remain competitive and maintain revenue.

Consequently, staff recommends a modification to the fees approved in 2008. The attached fee schedule addresses the proposed modification and increase.

The Public Hearing on April 6, 2020 will allow for public input and Council discussion on the proposed fees.

IMPACT ON CITY RESOURCES

No appropriation of general fund is needed.

ATTACHMENTS

1. Draft Fee Schedule

PARKS AND COMMUNITY SERVICES FEE SCHEDULE

	EXISTING		PROPOSED				
MERCED SENIOR COMMUNITY CENTER	FEE	unit	19/20 Fees	unit	*Difference*		Comments
REGULAR EVENTS							
BOOKING FEE	300.00	event	300.00	event	*$*	-	
MAIN HALL - FULL ROOM	125.00	hr	125.00	hr	*$*	-	
HALF ROOM - 2 HR MIN	75.00	hr	75.00	hr	*$*	-	
QUARTER ROOM - 2 HR MIN	50.00	hr	50.00	hr	*$*	-	
CLEANING FEES	300.00	event	366.00	event	*$*	*66.00*	contract service amount per event
SET UP FEES - FULL ROOM	150.00	event	100.00	event	*$*	*(50.00)*	offset increase in cleaning fees
SET UP FEES - HALF ROOM	75.00	event	75.00	event	*$*	-	
SET UP FEES - QUARTER ROOM	50.00	event	50.00	event	*$*	-	
KITCHEN	150.00	event	50.00	event	*$*	-	Rental of Kitchen only (not incl in reg fees)
FACILITY MAINTENANCE CHARGE (REMOVE)	90.00	event	-	event	*$*	-	fees have been suspended since 2009
ENERGY SURCHARGE (REMOVE)	10.00	hr	-	hr	*$*	-	fees have been suspended since 2009
YOUTH EVENTS **(REMOVE)**	**PROPOSE REMOVING "YOUTH EVENTS" OPTION, USE "REGULAR" FEES ONLY**						
BOOKING FEE	300.00	event		event			
MAIN HALL - FULL ROOM	175.00	hr		hr			
CLEANING FEES	300.00	event		event			
SET UP FEES	150.00	event		event			
KITCHEN	150.00	event		event			
FACILITY MAINTENANCE CHARGE	90.00	event		event			
ENERGY SURCHARGE	10.00	hr		hr.			
CO-SPONSORED EVENTS (requiring Council approval)							
COST RECOVERY CHARGES:							
REFUNDABLE BOOKING FEE	50.00	event	50.00	event	*$*	-	
STAFF CHARGE	30.00	hr	50.00	hr	*$*	*20.00*	
STAFF CHARGE (before 6am)	-	hr	-	hr	*$*	-	REMOVE CHARGE
ENERGY SURCHARGE	10.00	hr	-	hr	*$*	*(10.00)*	REMOVE CHARGE
FACILITY MAINTENANCE FEE	45.00	event	-	event	*$*	*(45.00)*	REMOVE CHARGE

CLEANING FEE	-	event	50.00	event	*$*	*5.00R*	Replaces Facility Maint. & Energy fees

PARKS AND COMMUNITY SERVICES FEE SCHEDULE

	EXISTING FEE	unit	PROPOSED 19/20 Fees	unit	*Difference*		Comments
SAM PIPES ROOM							
REGULAR MEETINGS							
SECURITY DEPOSIT	100.00	event	100.00	event	*$*	-	
SECURITY DEPOSIT - RENTAL WITH FOOD/BEVERAGES	300.00	event	300.00	event	*$*	-	
FULL ROOM HOURLY	40.00	hr	40.00	hr	$	-	
FULL ROOM HOURLY - WEEKEND RATE			65.00	hr	$	65.00	fees needed to cover overtime/on-call
FULL ROOM SET UP FEES	100.00	event	100.00	event	*$*	-	
HALF ROOM SET UP FEES	50.00	event	50.00	event	*$*	-	
NON-PROFIT RATE - 50% DISCOUNT (hourly fees only)	20.00	hr	20.00	hr	*$*	-	
NON-PROFIT WEEKEND RATE - 50% DISCOUNT (hourly fees only)			32.50	hr	*$*	*32.50*	
CO-SPONSORED USE (NO CHARGE)							
INCLUDES YSO'S AND COMMUNITY ORGANIZATIONS USING SAM PIPES ROOM ON **LONG TERM, RECURRING** MEETING SCHEDULE							
CITY COUNCIL CHAMBER							
NEW FEES							
SECURITY DEPOSIT	-	event	100.00	event	*$*	*100.00*	
HOURLY RATE	-	event	40.00	hr	*$*	*40.00*	
HOURLY RATE - WEEKEND RATE			65.00	hr	*$*	*65.00*	fees needed to cover overtime/on-call
NON-PROFIT AND CO-SPONSORED RATE	-	hr	20.00	hr	$	20.00	Council and CM to determine users
NON-PROFIT WEEKEND RATE - 50% DISCOUNT (hourly fees only)			32.50	hr	$	32.50	
CIVIC CENTER FOYER							
EVENTS ONLY (no charge for displays)							
SECURITY DEPOSIT	-		100.00	event	*$*	*100.00*	fees needed to cover City's interests

SECURITY DEPOSIT - RENTAL WITH FOOD/BEVERAGES	-	300.00	event	*$*	*300.00*	fees needed to cover City's interests
HOURLY RATE	-	40.00	hr	$	40.00	fees needed to cover City's costs
HOURLY RATE -WEEKEND RATE		65.00	hr	$	65.00	fees needed to cover overtime/on-call
FULL ROOM SET UP FEES	-	100.00	event	*$*	*100.00*	fees needed to cover City's costs
HALF ROOM SET UP FEES	-	50.00	event	*$*	*50.00*	fees needed to cover City's costs
NON-PROFIT RATE - 50% DISCOUNT (hourly fees only)		20.00	hr	*$*	*20.00*	
NON-PROFIT WEEKEND RATE - 50% DISCOUNT (hourly fees only)		32.50	hr	*$*	*32.50*	

PARKS AND COMMUNITY SERVICES FEE SCHEDULE

	EXISTING FEE	unit	PROPOSED 19/20 Fees	unit	*Difference*	Comments
ROSSOTTI ED-ZOO-CATION BUILDING						Fees added in 2009 after construction
SECURITY DEPOSIT	100.00	event	100.00	event	*$ -*	
RENTAL FEES	50.00	hr	60.00	hr	*$ 10.00*	
NON-PROFIT RATE - 50% DISCOUNT (hourly fees only)	25.00	hr	30.00	hr	*$ 5.00*	
CO-SPONSORED EVENTS (requiring Council approval)						
COST RECOVERY CHARGES:	**PROPOSE REMOVING CHARGES/USE NON-PROFIT RATES INSTEAD**					
REFUNDABLE BOOKING FEE	100.00	event	-	event	*$ (100.00)*	
STAFF CHARGE	10.00	hr	-	hr	*$ (10.00)*	
ENERGY SURCHARGE	5.00	hr	-	hr	*$ (5.00)*	fees have been suspended since 2009
FACILITY MAINTENANCE CHARGE	25.00	event	-	event	*$ (25.00)*	fees have been suspended since 2009
ROTARY SCOUT HUT						
SECURITY DEPOSIT	100.00	event	100.00	event	*$ -*	
RENTAL FEES	40.00	hr	50.00	hr	*$ 10.00*	
ENERGY SURCHARGE ***(REMOVE)***	5.00	hr	-	hr	*$ (5.00)*	fees have been suspended since 2009
FACILITY MAINTENANCE CHARGE ***(REMOVE)***	25.00	event	-	event	*$ (25.00)*	fees have been suspended since 2009
NON-PROFIT RATE - 50% DISCOUNT (hourly fees only)	20.00	hr	25.00	hr	*$ 5.00*	

CO-SPONSORED EVENTS (requiring Council approval)

COST RECOVERY CHARGES:	**PROPOSE REMOVING CHARGES/USE NON-PROFIT RATES INSTEAD**						
REFUNDABLE BOOKING FEE	50.00	event	-	event	*$*	*(50.00)*	
STAFF CHARGE	10.00	hr	-	hr	*$*	*(10.00)*	
ENERGY SURCHARGE	5.00	hr	-	hr	*$*	*(5.00)*	
FACILITY MAINTENANCE CHARGE	25.00	event	-	event	*$*	*(25.00)*	

TRANSPO COURTYARD

REMOVE (Recreation no longer occupies this area)

SECURITY DEPOSIT	100.00		100.00	event	*$*	-	
COURTYARD RENTAL	50.00		50.00	hr	*$*	-	
ENERGY SURCHARGE	5.00		5.00	hr	*$*	-	
FACILITY MAINTENANCE CHARGE	25.00		25.00	event	*$*	-	
NON-PROFIT RATE - 50% DISCOUNT (hourly fees only)							

PARKS AND COMMUNITY SERVICES FEE SCHEDULE

	EXISTING FEE	unit	PROPOSED 19/20 Fees	unit	*Difference*		Comments
TRANSPO COURTYARD (Continued)	**REMOVE (Recreation no longer occupies this area)**						
CO-SPONSORED EVENTS (requiring Council approval)							
COST RECOVERY CHARGES:							
REFUNDABLE BOOKING FEE	50.00	event	50.00	event	*$*	-	
STAFF CHARGE	10.00	hr	10.00	hr	*$*	-	
ENERGY SURCHARGE	5.00	hr	5.00	hr	*$*	-	
FACILITY MAINTENANCE CHARGE	25.00	event	25.00	event	*$*	-	

MERCED OPEN AIR THEATRE

SECURITY DEPOSIT	100.00	event	100.00	event	*$*	-	
MERCED OPEN AIR THEATRE RENTAL	40.00	hr	50.00	hr	*$*	*10.00*	
NON-PROFIT RATE - 50% DISCOUNT (hourly fees only)	20.00	hr	25.00	hr	*$*	*5.00*	
ENERGY SURCHARGE (REMOVE)	5.00	hr	-	hr	*$*	*(5.00)*	fee has been suspended since 2009
FACILITY MAINTENANCE CHARGE (REMOVE)	45.00	event	-	event	*$*	*(45.00)*	fee has been suspended since 2009

CO-SPONSORED EVENTS (requiring Council approval)

COST RECOVERY CHARGES:	**PROPOSE REMOVING CHARGES/USE NON-PROFIT RATES INSTEAD**						
REFUNDABLE BOOKING FEE	50.00	event	-	event	*$*	*(50.00)*	
STAFF CHARGE	10.00	hr	-	hr	*$*	*(10.00)*	
ENERGY SURCHARGE	5.00	hr	-	hr	*$*	*(5.00)*	
FACILITY MAINTENANCE CHARGE	45.00	event	-	event	*$*	*(45.00)*	
GAZEBO AND PICNIC SHELTERS							
GAZEBO/ROSE GARDEN RENTAL	20.00	hr	20.00	hr		-	
PICNIC SHELTER RENTAL	10.00	hr	20.00	hr	*$*	*10.00*	
BOUNCE HOUSE PERMIT	20.00	event	20.00	event	*$*	-	
CO-SPONSORED EVENTS (requiring Council approval)							
COST RECOVERY CHARGES:	**PROPOSE REMOVING CHARGES**						
FACILITY MAINTENANCE CHARGE	45.00	event	-	event	*$*	*(45.00)*	

PARKS AND COMMUNITY SERVICES FEE SCHEDULE

	EXISTING FEE	unit	PROPOSED 19/20 Fees	unit	*Difference*		Comments
APPLEGATE PARK ZOO							
ZOO ADMISSION - UNDER 5 YEARS	Free	day	Free	day	$	-	
ZOO ADMISSION - 6 TO 15 YEARS	2.00	day	2.50	day	*$*	*0.50*	
ZOO ADMISSION - ADULTS 16-61	3.00	day	3.50	day	*$*	*0.50*	
ZOO ADMISSION - SENIORS	1.50	day	2.00	day	*$*	*0.50*	
YOUTH SPORTS							
YOUTH BASKETBALL	65.00	player	75.00	player	*$*	*10.00*	
YOUTH FLAG FOOTBALL	65.00	player	75.00	player	*$*	*10.00*	
YOUTH VOLLEYBALL (PROPOSED NEW PROGRAM FY 20/21)	-	player	65.00	player	*$*	-	
ADULT SPORTS							
ADULT BASKETBALL LEAGUE	500.00	team	550.00	team	*$*	*50.00*	

ADULT SOFTBALL - SUMMER LEAGUE	550.00	team	550.00	team	$	-	
ADULT SOFTBALL - FALL LEAGUE	450.00	team	450.00	team	$	-	
AQUATICS							
REC SWIMMING - DAILY FEE YOUTH	1.00	day	1.00	day	$	-	
REC SWIMMING - DAILY FEE ADULT YOUTH	1.00	day	2.00	day	$	-	
TINY TOTS SWIMMING LESSONS	35.00	session	45.00	session	$	-	Reduced to $10 by Council action
POOL RENTALS (2 hour minimum rental)	50.00	hr	100.00	hr	$	*50.00*	Cover staff costs (lifeguards)
TOURNAMENT RENTALS							
RESERVATION FEE	75.00	tourney	100.00	tourney	$	*25.00*	
FIELD RENTAL	75.00	field	100.00	field	$	*25.00*	
FIELD PREP	25.00	field	25.00	field	$	-	
LIGHT RENTAL	20.00	tourney	20.00	tourney	$	-	
STAFF SUPERVISION	10.00	hr	20.00	hr	$	*10.00*	increased minimum wage costs
BALL FIELD RENTALS							
PRACTICE - WITH BASES AND LIGHTS	25.00	hr	25.00	hr	$	-	

PARKS AND COMMUNITY SERVICES FEE SCHEDULE

	EXISTING		PROPOSED				
	FEE	unit	19/20 Fees	unit		*Difference*	Comments
LEISURE CLASSES							
Creative Arts							
UECHI RYU KARATE	45.00	Month	45.00	Month	$	-	
JUJITSU **(REMOVE)**	35.00	Month	35.00	Month	$	-	Class cancelled in 2015
INDOOR/OUTDOOR SOCCER **(REMOVE)**	45.00	8 weeks	0.00	8 weeks	$	-	Class cancelled in 2018
HUNTER SAFETY	10.00	Session	10.00	Session	$	-	
TINY TOTS ACTIVITIES	5.00	Class	15.00	Class	$	*10.00*	Additional material fees may be added
SPECIAL EVENTS (ZOO)							
MERMAIDS AND PIRATES	4/adults, 3/child & snrs		5/adults, 4/child & snrs		$	*1.00*	Under 3 years old free

ZOO BOO			$	-	Feea set by Zoological Society
LIGHTS BEFORE CHRISTMAS	4/adults, 3/child & snrs	4/adults, 3/child & snrs	$	-	No change

SUMMER PLAYGROUND PROGRAM

1st child - GRADES KINDERGARTEN - 6	25.00 Week	40.00 Week	$	*15.00*	Increase needed to cover staff costs
2nd child (same family)	20.00 Week	35.00 Week	$	*15.00*	Increase needed to cover staff costs

ADMINISTRATIVE REPORT

Agenda Item I.12. Meeting Date: 3/16/2020

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

SUBJECT: Adoption of Resolution Approving the Cypress Terrace 6, Phase C - Final Map 5376 for 54 Single-Family Lots, Generally Located on the West Side of N Street, North of Gerard Avenue, and the Approval of the Subdivision Agreement for Cypress Terrace 6, Phase C

REPORT IN BRIEF

Considers the approval of Final Map #5376 for 54 single-family lots, generally located on the west side of N Street (extended), north of Gerard Avenue (extended), and the subdivision agreement for Cypress Terrace 6, Phase C.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving **Resolution 2020-07**, a Resolution of the City Council of the City of Merced, California, approving the Final Subdivision Map for the Cypress Terrace 6, Phase C Subdivision (#5376); and,

B. Approving the subdivision agreement for Cypress Terrace 6, Phase C; and,

C. Authorizing the City Manager or the Assistant City Manager to execute the subdivision agreement.

ALTERNATIVES

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

AUTHORITY

Chapter 24 of Title 18, Subdivisions, of the Merced Municipal Code (MMC) deals with final maps. Section 18.24.120 gives the City Council authority to approve the final map and agreements as long as it is consistent with the Tentative Map.

DISCUSSION

The proposed subdivision (Cypress Terrace 6, Phase C), is generally located on the west side of N Street (extended), between Childs Avenue and Gerard Avenue (extended) (Attachment 1). The

Cypress Terrace 6, Phase C, Final Map #5376 would approve 54 lots on 3 cul-de-sacs running west from N Street (refer to the Final Map at Attachment 2). The Cypress Terrace 6 subdivision includes a total of 90 lots on 5 cul-de-sacs extending off of N Street (extended). This final map is the last for the Cypress Terrace 6 subdivision. A copy of the approved Vesting Tentative Subdivision Map for Cypress Terrace 6 and 7 is provided at Attachment 3. The lots within Cypress Terrace 6 would range in size from approximately 5,100 square feet to approximately 7,300 square feet.

The owner/developer, Stonefield Home, Inc., has substantially complied with the previously approved tentative map for this site (Tentative Map #1288), and has complied with the Conditions of Approval listed in Planning Commission Resolution #2876 (Attachment 4), adopted by the Planning Commission on April 19, 2006. The owner/developer has submitted an application for a final map approval in compliance with the Subdivision Map Act and City Subdivision Ordinance. It is now appropriate to approve the Final Map (Attachment 2) and Subdivision Agreement (Attachment 6).

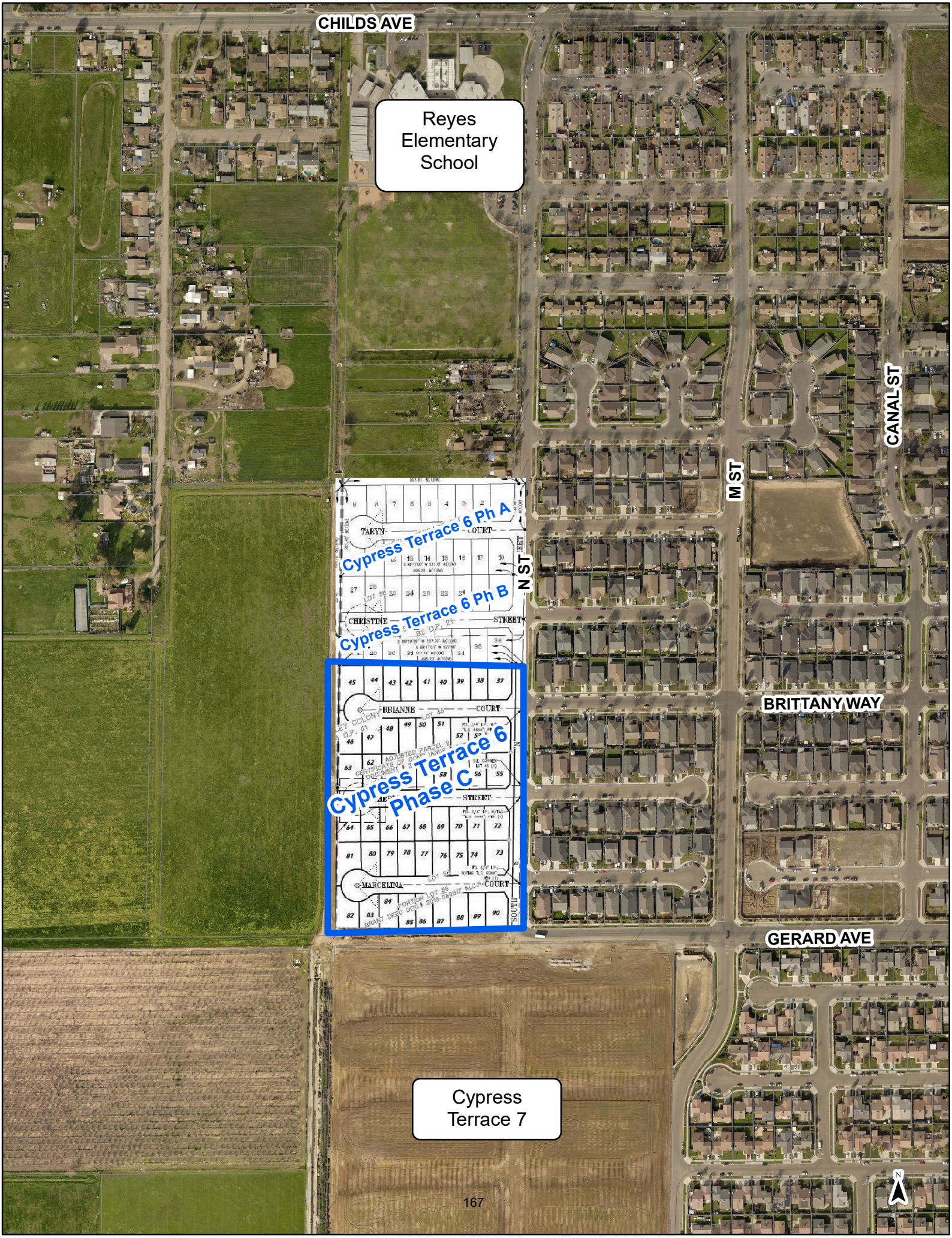
The subdivision was annexed into the Community Facilities District (CFD) for Services (CFD No. 2003-2) as part of Annexation No. 2 in 2005.

City Council Action

The proposed Final Subdivision Map substantially complies with the approved Tentative Map for this site (TSM #1288). Therefore, the City Council should adopt the Resolution found at Attachment 5 approving Final Map #5376 for Cypress Terrace 6, Phase C and approve the Subdivision Agreement (Attachment 6) for the subdivision.

ATTACHMENTS

1. Location Map
2. Final Subdivision Map #5375
3. Tentative Subdivision Map #1288
4. Planning Commission Resolution #2876
5. Draft City Council Resolution approving Final Map #5376
6. Subdivision Agreement


CHILDS AVE
Reyes Elementary School
Cypress Terrace 6 Ph A
Cypress Terrace 6 Ph B
Cypress Terrace 6 Phase C
N ST
M ST
CANAL ST
BRITTANY WAY
GERARD AVE
Cypress Terrace 7
TARYN COURT
CHRISTINE STREET
BRIANNE COURT
MARCELINA COURT
N

OWNER'S STATEMENT

The undersigned being all parties having any record title interest in the land within the subdivision as shown on the map hereby consent to the preparation and recordation of this map and hereby irrevocably offer for dedication for public use all Streets, Avenues, and Courts, all easements and dedications indicated on this map and hereby consent to the preparation and recordation of this map.

For: Stonefield Home, Inc., a California Corporation

By: _____
Signature

_____ Date: _____
Name & Title

Fidelity National Title Insurance Company, as Trustee under a Deed of Trust.

By: _____ Date: _____
Diane H. Robinson, Asst. Vice President

CITY CLERK'S STATEMENT

I, Steven S. Carrigan, City Clerk of the City of Merced, do hereby certify that this map was approved at a Regular meeting of the City Council of the City of Merced, State of California held on this _____ day of _____, 2020, and that the Council did accept on behalf of the Public, all Streets, Avenues, and Courts, (Subject to Subdivision Improvements being accepted by the City of Merced), all easements and dedications indicated on this map and accept all underlying water rights.

IN WITNESS WHEREOF, I hereto set my hand this _____ day of _____, 2020.

Signature: _____
Steven S. Carrigan, City Clerk

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

Job No. 18120 F.B. 128 Pg. 1-9

TITLE REPORT

PRELIMINARY TITLE REPORT

Prepared by:	Fidelity National Title Company
Document:	FFOM-3011901297-DN
Date:	August 1, 2019
Affect:	Used in preparation of this plat and considered a part hereto by reference

OMITTED SIGNATURES:

PURSUANT TO SECTION 66436(a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED

1) NONE OF RECORD

SOILS REPORT:

A soils report covering the land within the boundaries of the subdivision was made by Technicon Engineering Services Inc., 4539 N. Brawley #108, Fresno, CA 93722, bearing the date of June 27, 2018, a copy of which is on file with the City of Merced.

Project No. 1800436.001

RECORDER'S STATEMENT No. _____

Filed this ____ day of _____, 2020, at _____.M. in Volume _____ of Official Plats at Page(s)_____ at the request of Golden Valley Engineering & Surveying, Inc.

Fee: _____

Barbara J. Levey,
County Recorder

By: _____, Deputy

SUBDIVISION AGREEMENT

Subdivision Agreement between the City of Merced and STONEFIELD HOME, INC., for CYPRESS TERRACE #6 PHASE C, recorded as Document Number _____, M.C.R.

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Greg Hostetler on December 13, 2018. I hereby state that this Final Map substantially conforms to the approved or conditionally approved tentative map, if any, and that all monuments shown hereon are of the character and occupy the positions indicated or that they will be set in those positions before April 30, 2020 are or will be sufficient to enable the survey to be retraced.

_____
Duane J. Andrews, L.S. 4052

Dated: _____

CITY ENGINEER'S STATEMENT

I hereby state that I have examined this final map and that the subdivision shown hereon is substantially the same as it appeared on the tentative map and any approved alterations thereof; that all the provisions of the California Subdivision Map Act and local ordinance applicable at the time of approval of the tentative map have been complied with.

Signature: _____
Michael R. Beltran II, R.C.E.83916
City Engineer

Date: _____

CITY SURVEYOR'S STATEMENT

I hereby state that I have examined this Final Map and it complies with all provisions of Chapter 2 of the Subdivision Map Act and that I am satisfied that this Final Map is technically correct.

Signature: _____
Joe M. Cardoso, P.L.S. 8651

Date: _____

SUBDIVISION MAP No. 5376
CYPRESS TERRACE #6 PHASE C

BEING A SUBDIVISION OF A PORTION OF ADJUSTED PARCEL 2 AS SHOWN ON MAP OF CYPRESS TERRACE 6 PHASE B, RECORDED IN VOLUME 62 OF OFFICIAL PLATS AT PAGES 21-24, MERCED COUNTY RECORDS AND A PORTION OF LOT 56 AS DESCRIBED IN GRANT DEED DOCUMENT No. 2018-040817, MERCED COUNTY RECORDS. LYING IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE & MERIDIAN
IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SHEET 1 OF 5 DECEMBER 2019

VOLUME _____ PAGE _____

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ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, 2020, before me, _____,
a Notary Public personally appeared _____

_____

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

Signature _____

Commission No. _____

Commission Expires _____

(DO NOT STAMP)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, 2020, before me, _____,
a Notary Public personally appeared _____

_____

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

Signature _____

Commission No. _____

Commission Expires _____

(DO NOT STAMP)

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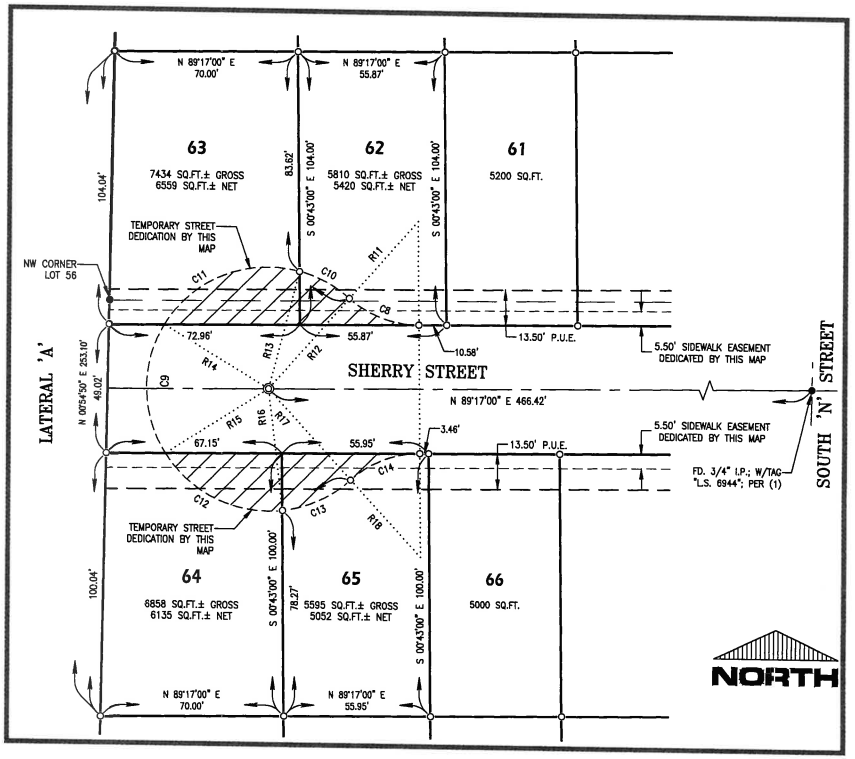
Job No. 18120 F.B. 128 Pg. 1-9

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C8	041°54'38"	39.50'	28.89'
C9	263°49'15"	46.50'	214.11'
C10	026°45'39"	46.50'	21.71'
C11	105°08'58"	46.50'	85.34'
C12	096°06'40"	46.50'	78.01'
C13	035°47'58"	46.50'	29.05'
C14	041°54'38"	39.50'	28.89'

RADIAL LINE TABLE		RADIAL LINE TABLE	
RADIAL #	DIRECTION	RADIAL #	DIRECTION
R10	OMITTED	R14	N58°55'15"W
R11	N41°11'37"E	R15	S57°29'16"W
R12	N41°11'37"E	R16	N06°50'07"W
R13	S14°26'23"W	R17	N42°37'38"W
		R18	N42°37'38"W



DETAIL 'A'
NOT TO SCALE

SUBDIVISION MAP No. 5376

CYPRESS TERRACE #6 PHASE C

BEING A SUBDIVISION OF A PORTION OF ADJUSTED PARCEL 2 AS SHOWN ON MAP OF CYPRESS TERRACE 6 PHASE B, RECORDED IN VOLUME 82 OF OFFICIAL PLATS AT PAGES 21-24, MERCED COUNTY RECORDS AND A PORTION OF LOT 56 AS DESCRIBED IN GRANT DEED DOCUMENT No. 2018-040817, MERCED COUNTY RECORDS. LYING IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE & MERIDIAN

IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SHEET 2 OF 5 **DECEMBER 2019**

VOLUME _____ PAGE _____

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RIGHT-TO-FARM STATEMENT

The property described on the hereon map is in the vicinity of land utilized for agricultural purposes and residents of this property may be subject to inconvenience or discomfort arising from the use of agricultural chemicals, including, but not limited to, pesticides and fertilizers, and from the pursuit of agricultural operations including, but not limited to, plowing, spraying, and burning which occasionally may generate dust, smoke, noise and odor.

The County of Merced has established agriculture as a priority use in agricultural zones which are outside of an established Specific Urban Development Plan (SUDP) boundary, Rural Residential Center (RRC) boundary, Highway Interchange Center (HIC) boundary, or Agricultural Service Center (ASC) boundary, and residents of property in the vicinity of such agricultural zones should be prepared to accept inconvenience or discomfort from normal, necessary agricultural operations.

NORTH

0 20 40 60 80 100 200

SCALE: 1" = 100'

CITY OF MERCED G.P.S. BENCHMARK #13
FD. 2" DIA. DISK IN MONUMENT BOX SET IN CONC. PAD.; PER (1)(2)

CITY OF MERCED G.P.S. BENCHMARK #12
FD. 2" DIA. DISK IN MONUMENT BOX SET IN CONC. PAD.; PER (1)(2)

N 89°00'10" E 5484.86' &(1)(M) (N 89°04'58" E 5484.35')(GRID)(C-2)
(5484.58')(GROUND)

N 68°34'36" W 3400.84' &(1)(M)

S 60°00'50" W 2676.40' &(1)(M)

FD. 3/4" I.P.; W/TAG "L.S. 6944" IN MONUMENT BOX; PER (1)

JOHN STREET

SOUTH 'N' STREET

NORTH

CITY OF MERCED MONUMENT TIES
NOT TO SCALE

JOHN STREET

FD. 3/4" I.P.; W/TAG "L.S. 6944" IN MONUMENT BOX; PER (1)

FD. 1-1/2" I.P.; PER (1); W/NO TAG

FD. 2" I.P.; PER (1); W/NO TAG;

S 89°21'02" W 527.62' &(1)(M)
507.61' &(1)(M)

CYPRESS TERRACE NO. 2
61 O.P. 41

CYPRESS TERRACE 6 PHASE A
61 O.P. 39

CYPRESS TERRACE PHASE 1
56 O.P. 20

TARYN COURT

TRUDY WAY

LOT 35

LOT 36

CYPRESS TERRACE 6 PHASE B
62 O.P. 21

FD. 3/4" I.P.; IN MONUMENT WELL W/TAG "L.S. 6694"; PER (1)

S 89°17'00" W 527.72' &(1)(M)
495.70' &(1)(M)

CHRISTINE STREET

SUZANNE COURT

SW CORNER LOT 36
FD. 3/4" I.P. WITH TAG "L.S. 4052" PER (1)

S 89°19'29" W 527.76' &(1)(M)

S 89°17'01" W 527.80'
495.79' &(1)(M)

LATERAL 'A'

HARTLEY COLONY
4 O.P. 41

BRIANNE COURT

BRITTANY COURT

LOT 46

LOT 45

ADJUSTED PARCEL 2
CERTIFICATE OF COMPLIANCE # 2018-02
DOCUMENT # 2019-020028, M.C.R.

CYPRESS TERRACE PHASE 3
55 O.P. 25

S.W. CORNER LOT 46 (1)

S.E. CORNER LOT 46 (1)

BASIS OF BEARING N 00°53'44" E 1455.08' &(1)(M)

SHERRY STREET

BARBARA COURT

N 00°54'50" E 1323.90' &(1)(M)

SEE DETAIL 'A' SHOWN ON SHEET 2

LOT 55

LOT 56

MARCELINA COURT

AMANDA COURT

CYPRESS TERRACE PHASE 4
55 O.P. 28

GRANT DEED DOC.# 2018-040817 M.C.R.

W. 1/4 CORNER SECTION 36
FD. 3/4" I.P.; W/TAG "R.C.E. 10990"; PER (1)

CITY LIMIT LINE (1)

SOUTH LATERAL

FD. 3/4" I.P.; W/TAG "L.S. 7621"; PER (1)

FD. 3/4" I.P.; PER CORNER RECORD NUMBER 6LL, ON FILE AT THE MERCED COUNTY SURVEYOR'S OFFICE; W/NO TAG;

GERARD AVENUE

ZENTNER LATERAL

N 00°43'00" W 20.00' &(1)(M)

S 89°17'00" W 3194.34' &(1)(M)

508.04' &(1)(M)

528.06' &(1)(M)

541.98' &(1)(M)

LEGEND

●	*Found monument and accepted 3/4" Iron Pipe with tag "L.S. 4052", unless otherwise as noted*
○	*Set 3/4" iron pipe, with tag "L.S. 4052"*
◎	*Set 3/4" iron pipe in monument well with tag "L.S. 4052"*
( )	*Record data per that certain numbered reference. See references.*
(C)	*Calculated per reference listed herein*
(M)	*Measured Distance*
(R)	*Radial Bearing*
FD.	*Found*
I.P.	*Iron Pipe*
M.C.R.	*Merced County Records*
N.T.S.	*Not to Scale*
O.P.	*Official Plats*
P.U.E.	*Public Utility Easement*
R.O.W.	*Right Of Way*
S.N.F.	*Searched, Nothing Found*
———	*Survey Boundary*

Note: All distances are ground and in feet and/ or decimal parts All distances are shown from true corners.

BASIS OF BEARINGS:

The bearing N 00°53'44" E for the Centerline of South 'N' Street, between two found monuments, as shown on the map "Cypress Terrace 6 Phase B", filed for record in Volume 62, of Official Plats, at Pages 21-24, Merced County Records.

REFERENCES:

(1) *"Cypress Terrace 6 Phase B", Volume 62, of Official Plats, at Pages 21-24, M.C.R.*

(2) *"Record of Survey for City of Merced of GPS Survey Control Network, Book 58, of Surveys, at Pages 38-41, M.C.R.*

SUBDIVISION MAP No. 5376

CYPRESS TERRACE #6 PHASE C

BEING A SUBDIVISION OF A PORTION OF ADJUSTED PARCEL 2 AS SHOWN ON MAP OF CYPRESS TERRACE 6 PHASE B, RECORDED IN VOLUME 62 OF OFFICIAL PLATS AT PAGES 21-24, MERCED COUNTY RECORDS AND A PORTION OF LOT 56 AS DESCRIBED IN GRANT DEED DOCUMENT No. 2018-040817, MERCED COUNTY RECORDS. LYING IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE & MERIDIAN

IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SCALE: 1"=100' SHEET 3 OF 5 DECEMBER 2019

VOLUME _____ PAGE _____

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

Job No. 18120 F.B. 128 Pg. 1-9

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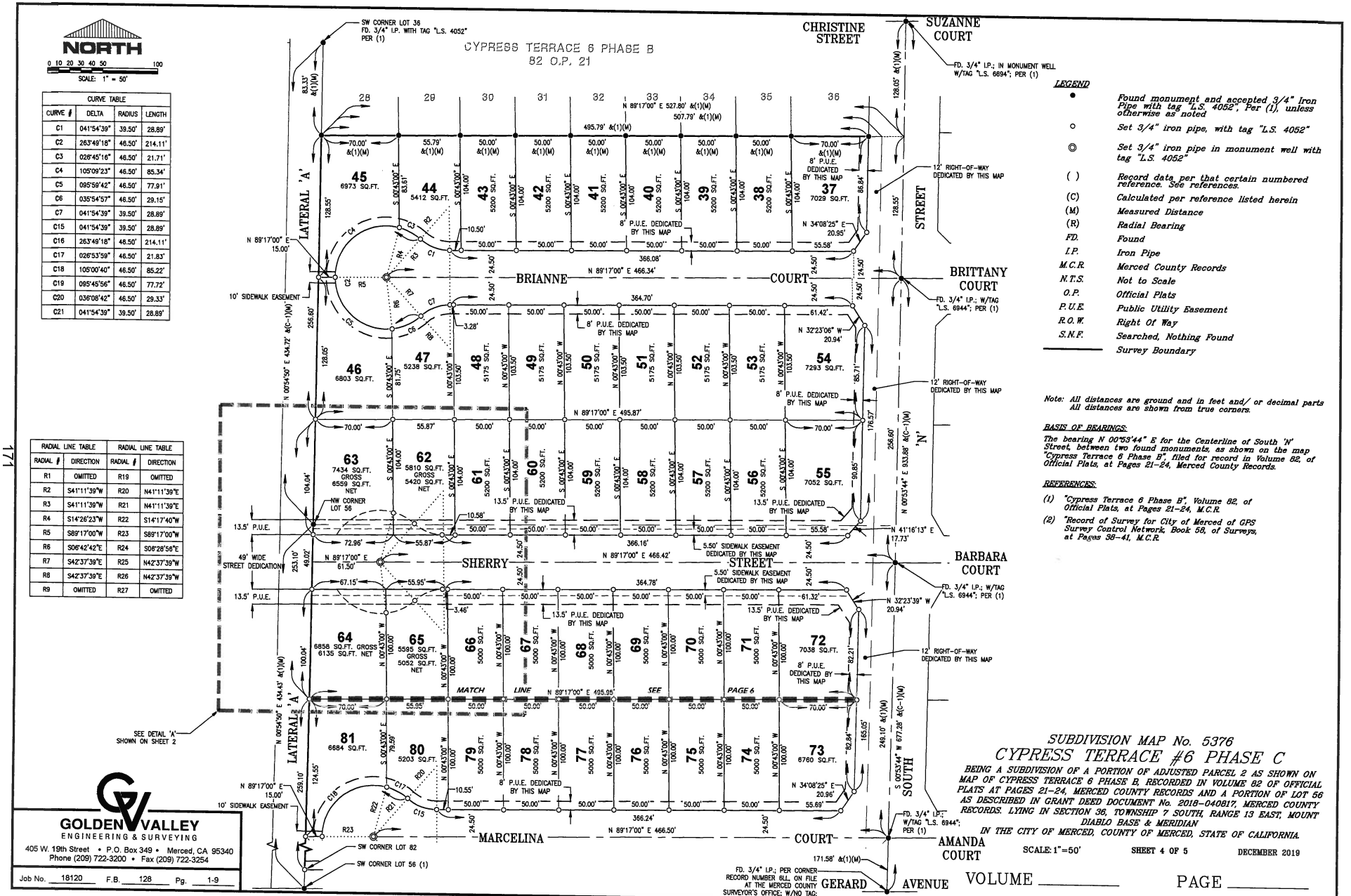
M:\land projects\18120 Cypress Terrace 6 & 7\Map\Cypress 6\Phase 6C\D & E\18120-PM-CypressTerrace6-PhaseC.Dist.dwg, 2/7/2020 3:55:47 PM, AutoCAD PDF (High Quality Print).pc3



CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	041°54'39"	39.50'	28.89'
C2	263°49'18"	46.50'	214.11'
C3	026°45'16"	46.50'	21.71'
C4	105°09'23"	46.50'	85.34'
C5	095°59'42"	46.50'	77.91'
C6	035°54'57"	46.50'	29.15'
C7	041°54'39"	39.50'	28.89'
C15	041°54'39"	39.50'	28.89'
C16	263°49'18"	46.50'	214.11'
C17	026°53'59"	46.50'	21.83'
C18	105°00'40"	46.50'	85.22'
C19	095°45'56"	46.50'	77.72'
C20	036°08'42"	46.50'	29.33'
C21	041°54'39"	39.50'	28.89'

RADIAL LINE TABLE		RADIAL LINE TABLE	
RADIAL #	DIRECTION	RADIAL #	DIRECTION
R1	OMITTED	R19	OMITTED
R2	S41°11'39"W	R20	N41°11'39"E
R3	S41°11'39"W	R21	N41°11'39"E
R4	S14°26'23"W	R22	S14°17'40"W
R5	S89°17'00"W	R23	S89°17'00"W
R6	S06°42'42"E	R24	S08°28'58"E
R7	S42°37'39"E	R25	N42°37'39"W
R8	S42°37'39"E	R26	N42°37'39"W
R9	OMITTED	R27	OMITTED

LEGEND

- ● *Found monument and accepted 3/4" Iron Pipe with tag "L.S. 4052", Per (1), unless otherwise as noted*
- ○ *Set 3/4" iron pipe, with tag "L.S. 4052"*
- ◎ *Set 3/4" iron pipe in monument well with tag "L.S. 4052"*
- ( ) *Record data per that certain numbered reference. See references.*
- (C) *Calculated per reference listed herein*
- (M) *Measured Distance*
- (R) *Radial Bearing*
- *FD. Found*
- *I.P. Iron Pipe*
- *M.C.R. Merced County Records*
- *N.T.S. Not to Scale*
- *O.P. Official Plats*
- *P.U.E. Public Utility Easement*
- *R.O.W. Right Of Way*
- *S.N.F. Searched, Nothing Found*
- *Survey Boundary*

Note: All distances are ground and in feet and/ or decimal parts All distances are shown from true corners.

BASIS OF BEARINGS:

The bearing N 00°53'44" E for the Centerline of South 'N' Street, between two found monuments, as shown on the map "Cypress Terrace 6 Phase B", filed for record in Volume 82, of Official Plats, at Pages 21-24, Merced County Records.

REFERENCES:

(1) *"Cypress Terrace 6 Phase B", Volume 82, of Official Plats, at Pages 21-24, M.C.R.*

(2) *"Record of Survey for City of Merced of GPS Survey Control Network, Book 58, of Surveys, at Pages 38-41, M.C.R.*

SUBDIVISION MAP No. 5376

CYPRESS TERRACE #6 PHASE C

BEING A SUBDIVISION OF A PORTION OF ADJUSTED PARCEL 2 AS SHOWN ON MAP OF CYPRESS TERRACE 6 PHASE B, RECORDED IN VOLUME 82 OF OFFICIAL PLATS AT PAGES 21-24, MERCED COUNTY RECORDS AND A PORTION OF LOT 56 AS DESCRIBED IN GRANT DEED DOCUMENT No. 2018-040817, MERCED COUNTY RECORDS. LYING IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE & MERIDIAN

IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SCALE: 1"=50' SHEET 4 OF 5 DECEMBER 2019

VOLUME _____ PAGE _____

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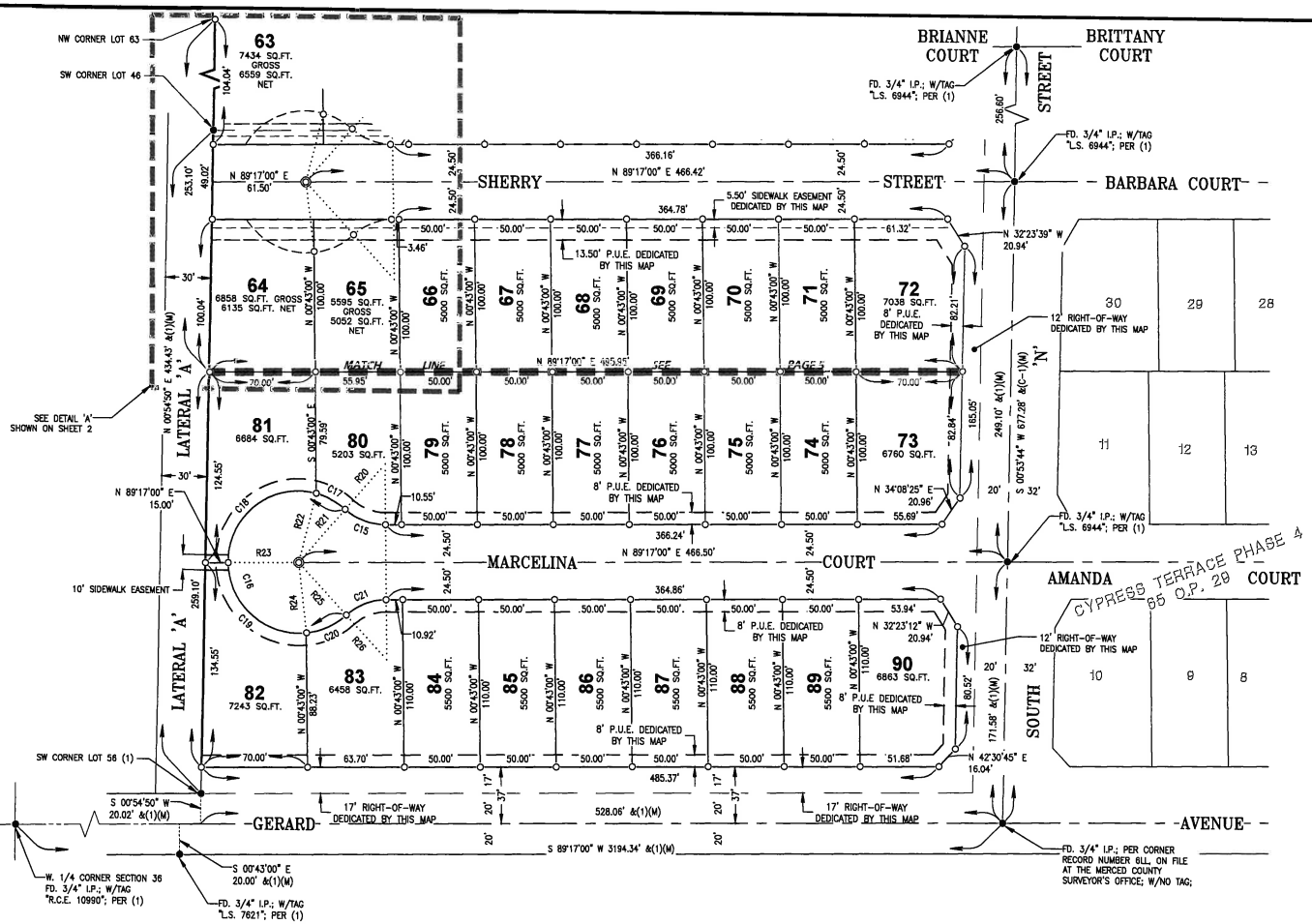
Job No. 18120 F.B. 128 Pg. 1-9

171

N:\land projects\18120 Cypress Terrace 6 & 7\Maps\Cypress 6\Phase B\C D & E\18120-fin-cypressterrace6-phase c&e-mbarged.dwg, 2/5/2020 3:55:57 PM, AutoCAD PDF (High Quality Print).pc3



NORTH

0 10 20 30 40 50 100

SCALE: 1" = 50'

CURVE TABLE				CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH	CURVE #	DELTA	RADIUS	LENGTH
C1	041°54'39"	39.50'	28.89'	C15	041°54'39"	39.50'	28.89'
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R5	S89°17'00"W	R23	S89°17'00"W
R6	S06°42'42"E	R24	S06°28'56"E
R7	S42°37'39"E	R25	N42°37'39"W
R8	S42°37'39"E	R26	N42°37'39"W
R9	OMITTED	R27	OMITTED

LEGEND

●	Found monument and accepted 3/4" Iron Pipe with tag "L.S. 4052", Per (1), unless otherwise as noted
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O.P.	Official Plats
P.U.E.	Public Utility Easement
R.O.W.	Right Of Way
S.N.F.	Searched, Nothing Found
———	Survey Boundary

Note: All distances are ground and in feet and/ or decimal parts All distances are shown from true corners.

BASIS OF BEARINGS:

The bearing N 00°53'44" E for the Centerline of South 'N' Street, between two found monuments, as shown on the map "Cypress Terrace 6 Phase 5", filed for record in Volume 82, of Official Plats, at Pages 21-24, Merced County Records.

REFERENCES:

(1) *"Cypress Terrace 6 Phase B", Volume 82, of Official Plats, at Pages 21-24, M.C.R.*

(2) *"Record of Survey for City of Merced of GPS Survey Control Network, Book 58, of Surveys, at Pages 38-41, M.C.R.*

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Job No. 18120 F.B. 128 Pg. 1-9

SUBDIVISION MAP No. 5376

CYPRESS TERRACE #6 PHASE C

BEING A SUBDIVISION OF A PORTION OF ADJUSTED PARCEL 2 AS SHOWN ON MAP OF CYPRESS TERRACE 6 PHASE B, RECORDED IN VOLUME 82 OF OFFICIAL PLATS AT PAGES 21-24, MERCED COUNTY RECORDS AND A PORTION OF LOT 56 AS DESCRIBED IN GRANT DEED DOCUMENT No. 2018-040617, MERCED COUNTY RECORDS. LYING IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE & MERIDIAN

IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SCALE: 1"=50' SHEET 5 OF 5 DECEMBER 2019

VOLUME _____ PAGE _____

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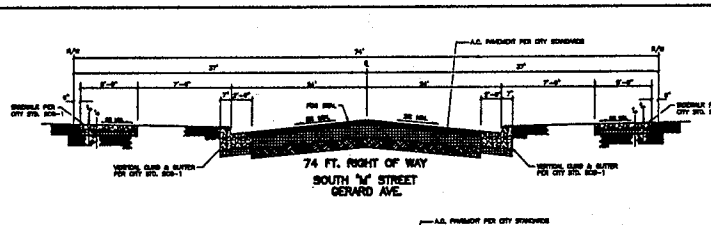

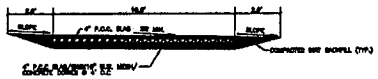

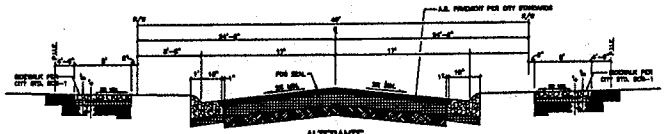

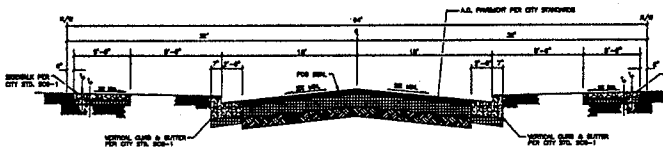

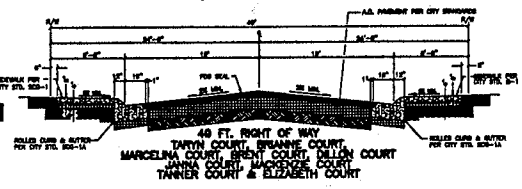

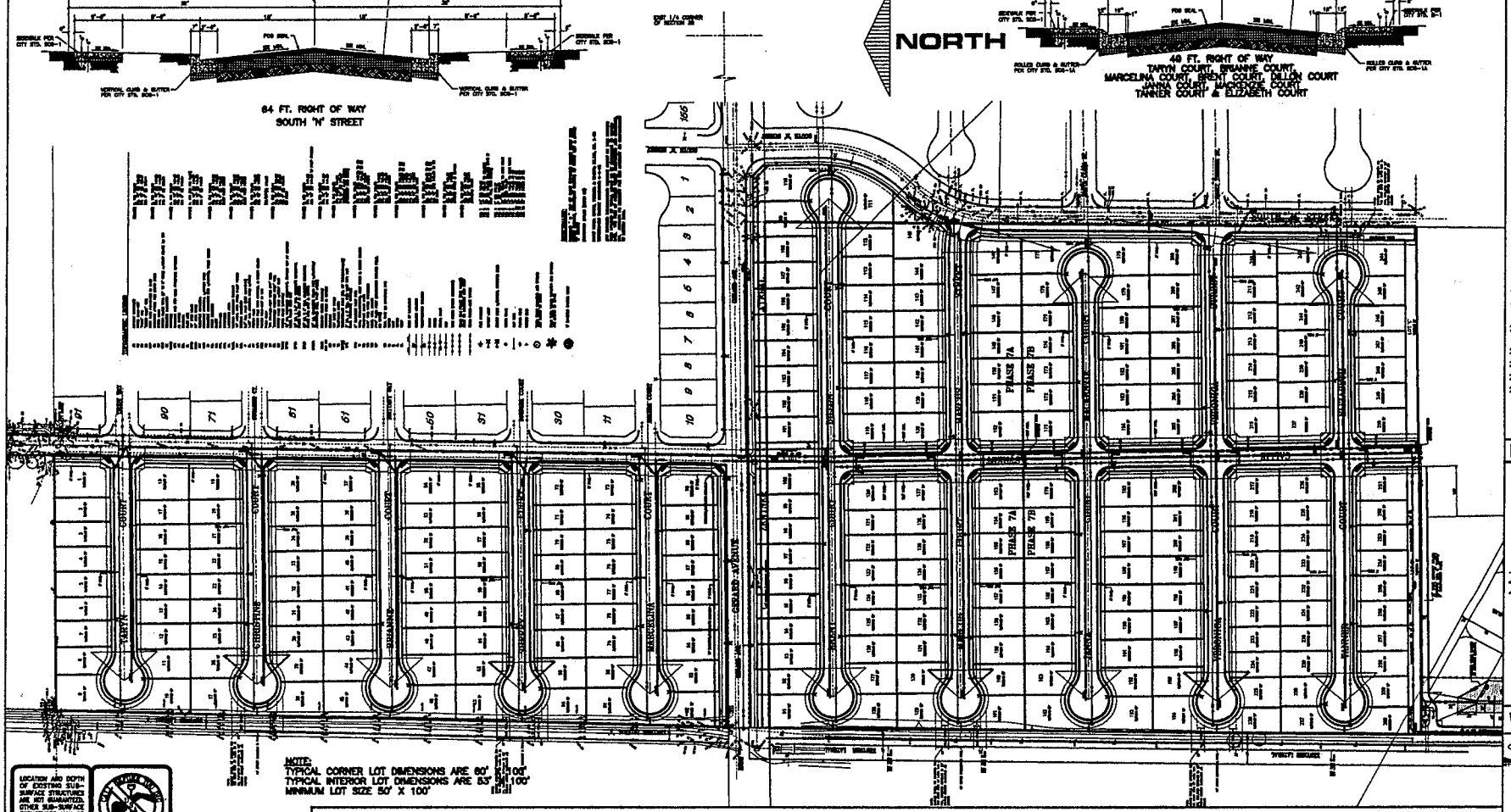

NOTE:
TYPICAL CORNER LOT DIMENSIONS ARE 60' X 100'
TYPICAL INTERIOR LOT DIMENSIONS ARE 53' X 100'
MINIMUM LOT SIZE 50' X 100'

LOCATION AND DEPTH OF EXISTING SUB-SURFACE STRUCTURES ARE NOT GUARANTED. OTHER SUB-SURFACE STRUCTURES MAY OR MAY NOT EXIST.

811 WITH CAUTION

TENTATIVE MAP NOTES:

INFORMATION REQUIRED PER MERCED MUNICIPA
CODE SECTION 18.16.060

1.) LOCATION MAP AS SHOWN HEREON.

2.) TRACT NAME, DATE, NORTH ARROW, SCALE AND LEGAL DESCRIPTION AS SHOWN HEREON.

3.) OWNER: HOSTETLER INVESTMENTS, LLC.
823 PACHECO BLVD., SUITE C
LOS BANOS, CA 93635
209-826-6200

4.) SUBDIVIDER: SAME AS ABOVE

5.) MAP PREPARED BY: GOLDEN VALLEY ENGINEERING & SURVEYING, Inc.
405 W. 19th STREET
MERCED, CA 95340
(209) 722-3200

6.) ACREAGE APPROXIMATELY 46.3 ACRES (GROSS) 44.6 ACRES (NET)

7.) NO CONTOURS SHOWN, GROUND RELATIVELY FLAT

8.) LOCATIONS, WIDTHS, WIDTHS, RADII OF CURVES AND GRADES OF ALL EXISTING AN PROPOSED ROADS, STREETS IN AND ADJACENT TO THE PROPOSED SUBDIVISION SHOWN.

9.) NO PROTECTIVE COVENANTS PROPOSED AT THIS TIME. PROTECTIVE COVENANTS TO BE RECORDED WITH FINAL MAP, IF ANY.

10.) LOCATION AND DESC... PUBLIC FACILITY DIS...

11.) LOCATION AND SIZE ... HEREON.

12.) SEWAGE DISPOSAL SH... EXISTING SYSTEM TO ...

13.) PUBLIC OPEN SPACE ... DIVISION.

14.) LOT LAYOUT, APPROX... LOT NUMBERS AS SH...

15.) CITY LIMIT LINES AS ...

16.) INTENDED LAND USE: ... DOES!!: LOW DENSITY ...

17.) APPROXIMATE BEARING ... SHOWN HEREON.

18.) PROPOSED PUBLIC IM...

19.) DEVELOPMENT PHASE: ... IN ACCORDANCE WITH ...

20.) EXISTING USE AND CH... SHOWN HEREON.

21.) PRELIMINARY TITLE REP...

22.) EXISTING BUILDINGS WI...

23.) NO EXISTING TREES.

24.) AREA SUBJECT TO PER... BEST OF OUR KNOWLE... WATER COURSES AS SH... 1 FOOT PER F.I.R.M. M... 1995 PREPARED BY F.E...

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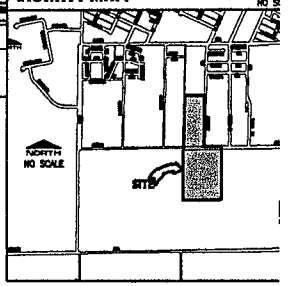
LEGEND:

- PROPOSED STREET
- PROPOSED SEWER
- PROPOSED WATER SLIDE OFF
- PROPOSED FIRE HYDRANT
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- DRAINAGE FLOW DIRECTION
- +126.8 EXISTING GROUND ELEVATION
- CR EXISTING CROWN OF ROAD
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER MAIN
- PROPOSED STORM DRAIN MAIN
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED WATER VALVE
- PROPOSED CATCH BASIN
- PROPOSED WHEEL CHAIR RAMP
- P.F.F. PUBLIC FACILITIES ENCHMT
- C.T. CURB TRANSITION
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER MAIN
- EXISTING STORM DRAIN MAIN

VICINITY MAP:



DESCRIPTION:

BEING A SUBDIVISION OF
LOTS 38,45,56,64,73, THE WEST HALF OF LOT 83 AND LOT 74
AS SHOWN ON THE "MAP OF HARTLEY COLONY"
FILED FOR RECORD IN
VOLUME 4 OF OFFICIAL PLATS, AT PAGE 41
MERCED COUNTY RECORDS
SECTION 36, T.,7S.,R.13E., M.D.B.& M.

These drawings are instruments of service and are the property of Golden Valley Engineering & Surveying, Inc. All designs and other information on these drawings are for use on the specified project and shall not be used otherwise without the express written permission of Golden Valley Engineering & Surveying, Inc.
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REVISIONS:

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

SHEET CONTENTS:
VESTING TENTATIVE MAP

PREPARED FOR:
RANCHWOOD HOMES CORP.
1944 M STREET
MERCED, CA 95340
209-726-7800

VESTING TENTATIVE SUBDIVISION MAP FOR

CYPRESS TERRACE PHASE 6 & 7

SECTION 36, T. 7 S., R. 13 E., M.D.B.M.

CITY OF MERCED CALIFORNIA

DESIGNED:	GOLDEN VALLEY ENGINEERING
DRAWN BY:	JLC
CHECKED:	JVU
DATE:	JANUARY 2006
JOB NO.:	04071

SHEET
VTSM

CITY OF MERCED
Planning Commission

Resolution #2876

WHEREAS, the Merced City Planning Commission at its regular meeting of April 19, 2006, held a public hearing and considered **Vesting Tentative Subdivision Map #1288** ("Cypress Terrace 6, 7a, & 7b"), initiated by Golden Valley Engineering, applicants for Ranchwood Homes, property owner, to allow the subdivision of 46.2 acres located on both sides of Gerard Avenue, west of 'M' Street (currently being annexed into the City) into approximately 260 single family residential lots within an R-1-5 (Low-Density Residential 5,000 square-foot lot minimum) pre-zone; also known as Assessor's Parcel Numbers 059-290-014 and -038 ; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through N of Staff Report #06-29; and,

WHEREAS, the Merced City Planning Commission does resolve to hereby find that the previous environmental review [Expanded Initial Study #04-14 (Mitigated Negative Declaration) for the Ranchwood Annexation] remains sufficient (Section 15162 Findings), and approve Vesting Tentative Subdivision Map #1288, subject to the following conditions:

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (Proposed Vesting Tentative Map) - Attachment B of Staff Report #06-29, except as changed by other conditions.

2. All conditions contained in *Resolution #1175-Amended ("Standard Tentative Subdivision Map Conditions")* shall apply.

3. The proposed project shall comply with all standard Municipal Code (including R-1-5 design standards) and Subdivision Map Act requirements as applied by the City Engineering Department.

4. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.

5. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space.

CFD procedures shall be initiated before final map approval. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.

6. The developer/applicant shall indemnify, protect, defend, and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

7. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

8. Street names to be approved by City Engineer.

9. Dedicate, by Final Map, all interior street rights-of-way and all necessary easements as needed for irrigation, utilities, drainage, landscaping, and open space.

10. The tentative map shows the removal of a City-owned storm water basin at the southwest corner of Gerard Avenue and 'M' Street. This retention basin shall be filled in and deeded over to the applicant.

The developer shall provide additional basin area to accommodate the removal of the current City-owned basin.

11. All cul-de-sac bulbs shall be open-end style, including sidewalk connectors to adjacent streets and walls from back of house to back of house. Any wall openings shall be a minimum of 20 feet with wrought iron gates to allow pedestrian access per City design practices and handicapped –accessibility standards.

12. There shall be no valley gutters installed within this subdivision.

13. Additional right-of-way and easements shall be granted along Gerard Avenue to comply with the *Merced Vision 2015 General Plan* requirements to allow for a 74-foot wide collector and landscape/public facilities easements varying from 10-feet to 12-feet in width in front of a 6-foot-high masonry wall.

14. Provide for City review and approval of landscape/irrigation plans, prepared by a licensed landscape architect, for all areas of landscaping that are to be maintained by the City.

15. Reconstruct and extend Gerard Avenue and 'M' Street pavement to meet City Standards for Collector streets.

16. Compliance with the 40-foot visual corner is required for corner lots (approximately 15 lots), and may result in the applicant constructing smaller homes on these lots or increasing the front yard setbacks. A 4-foot encroachment for the porch area can be allowed within this area. Details to be worked out with staff.

17. At the building permit stage, the site plans for each lot shall include a paved or concrete area designated for refuse containers with paved access to the street. This pad shall be located either in the side yard or back yard and shall be sized to accommodate the storage of 3 refuse cans/containers.

18. The following Courts will need to be designated as local streets: Marcus, Christine, Sherry, & Veronica (49 to 64-foot right-of-way) and cul-de-sac bulbs will need to be labeled as temporary on the Final Map. The streets shall have a temporary turn-around area until such

time as development to the west permits for these streets to be extended.

19. The drainage basin shall be designed in an open manner with no barriers, fences, etc., hindering its use. A recommended slope of 6:1 should be provided to allow for City Public Works staff to operate their equipment and maintain this area in an efficient manner.

20. The pedestrian opening between Gerard Avenue and Brent/Dillon Courts shall be a minimum width of 50-feet with a sidewalk a minimum of 8-feet in width. The entire 50-foot-wide area shall be landscaped and improved per City standards. (Details to be worked out at the Final Map stage.)

21. There shall be a minimum of a 20-foot all weather access easement along the southern portions of Lots B and C. There shall be two emergency access gates installed at the two southern stub streets (M Street and Calle Street) as they intersect with Lots B and C.

Upon motion by Commissioner Ward, seconded by Commissioner Fisher, and carried by the following vote:

AYES: Commissioners Acheson, Amey, Fisher, Ward, Burr, and Chairman Shankland
NOES: None
ABSENT: Commissioner Conte

Adopted this 19th day of April, 2006

Chairman, Planning Commission of the City of Merced, California

ATTEST:

Secretary

n:shared:planning:PC Resolutions:#2876 VTSM #1288 Cypress Terrace

RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING THE FINAL SUBDIVISION MAP FOR THE CYPRESS TERRACE 6, PHASE C SUBDIVISION (#5376)

WHEREAS, a Tentative Subdivision Map for the Cypress Terrace 6, Phase B Subdivision was approved on April 19, 2006, by the Planning Commission; and,

WHEREAS, a Final Map conforming to the approved Tentative Map has been filed with the City of Merced; and,

WHEREAS, the City Engineer has reviewed the Final Map and certified that the Final Map substantially conforms to the conditionally approved Vesting Tentative Subdivision Map; and,

WHEREAS, all required certificates on said Final Map have been signed and, where necessary, acknowledged; and,

WHEREAS, the City has determined that the Final Map is statutorily exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, Approval of Final Subdivision Maps and a Notice of Exemption is attached hereto.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES RESOLVE AS FOLLOWS:

SECTION 1. FINDINGS. The City Council finds and declares that:

1. The Final Map is statutorily exempt from the California Environmental Quality Act (CEQA), Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, Approval of Final Subdivision Maps.

2. The Final Map is in substantial compliance with the Tentative Map.

3. The discharge of waste from the proposed subdivision into the sewer system will not result in violation of existing requirements of the Water Quality Control Board.

4. The Final Map is consistent with applicable general and specific plans.

5. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

6. The site is physically suitable for the proposed type of development.

7. The site is physically suitable for the proposed density of development.

8. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife of their habitat.

9. The design of the subdivision or the type of improvements are not likely to cause serious public health problems.

10. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

11. An agreement has been entered into with the developer satisfactory to guarantee completion of public improvements within the subdivision.

SECTION 2. APPROVAL OF MAP. The City Council hereby approves the Final Map for the Cypress Terrace 6, Phase C Subdivision and hereby accepts on behalf of the public all Streets, Courts, and Avenues (subject to Subdivision

improvements), and all easements and dedications as shown on the map at Exhibit "A" attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2020 by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: _____ 1-10-2020
City Attorney Date

OWNER'S STATEMENT

The undersigned being all parties having any record title interest in the land within the subdivision as shown on the map hereby consent to the preparation and recordation of this map and hereby irrevocably offer for dedication for public use all Streets, Avenues, and Courts, all easements and dedications indicated on this map and hereby consent to the preparation and recordation of this map.

For: Stonefield Home, Inc., a California Corporation

By: _____
Signature

_____ Date: _____
Name & Title

Fidelity National Title Insurance Company, as Trustee under a Deed of Trust.

By: _____ Date: _____
Diane H. Robinson, Asst. Vice President

CITY CLERK'S STATEMENT

I, Steven S. Carrigan, City Clerk of the City of Merced, do hereby certify that this map was approved at a Regular meeting of the City Council of the City of Merced, State of California held on this _____ day of _____, 2020, and that the Council did accept on behalf of the Public, all Streets, Avenues, and Courts, (Subject to Subdivision Improvements being accepted by the City of Merced), all easements and dedications indicated on this map and accept all underlying water rights.

IN WITNESS WHEREOF, I hereto set my hand this _____ day of _____, 2020.

Signature: _____
Steven S. Carrigan, City Clerk

TITLE REPORT

PRELIMINARY TITLE REPORT

Prepared by:	Fidelity National Title Company
Document:	FFOM-3011901297-DN
Date:	August 1, 2019
Affect:	Used in preparation of this plat and considered a part hereto by reference

OMITTED SIGNATURES:

PURSUANT TO SECTION 66436(a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED

1) NONE OF RECORD

SOILS REPORT:

A soils report covering the land within the boundaries of the subdivision was made by Technicon Engineering Services Inc., 4539 N. Brawley #108, Fresno, CA 93722, bearing the date of June 27, 2018, a copy of which is on file with the City of Merced.

Project No. 1800436.001

RECORDER'S STATEMENT No. _____

Filed this _____ day of _____, 2020, at _____ .M. in Volume _____ of Official Plats at Page(s) _____ at the request of Golden Valley Engineering & Surveying, Inc.

Fee: _____

Barbara J. Levey,
County Recorder

By: _____, Deputy

SUBDIVISION AGREEMENT

Subdivision Agreement between the City of Merced and STONEFIELD HOME, INC., for CYPRESS TERRACE #6 PHASE C, recorded as Document Number _____, M.C.R.

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Greg Hostetler on December 13, 2018. I hereby state that this Final Map substantially conforms to the approved or conditionally approved tentative map, if any, and that all monuments shown hereon are of the character and occupy the positions indicated or that they will be set in those positions before April 30, 2020 are or will be sufficient to enable the survey to be retraced.

_____
Duane J. Andrews, L.S. 4052

Dated: _____

CITY ENGINEER'S STATEMENT

I hereby state that I have examined this final map and that the subdivision shown hereon is substantially the same as it appeared on the tentative map and any approved alterations thereof; that all the provisions of the California Subdivision Map Act and local ordinance applicable at the time of approval of the tentative map have been complied with.

Signature: _____
Michael R. Beltran II, R.C.E.83916
City Engineer

Date: _____

CITY SURVEYOR'S STATEMENT

I hereby state that I have examined this Final Map and it complies with all provisions of Chapter 2 of the Subdivision Map Act and that I am satisfied that this Final Map is technically correct.

Signature: _____
Joe M. Cardoso, P.L.S. 8651

Date: _____

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Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 18120 F.B. 128 Pg. 1-9

SUBDIVISION MAP No. 5376
CYPRESS TERRACE #6 PHASE C

BEING A SUBDIVISION OF A PORTION OF ADJUSTED PARCEL 2 AS SHOWN ON MAP OF CYPRESS TERRACE 6 PHASE B, RECORDED IN VOLUME 62 OF OFFICIAL PLATS AT PAGES 21-24, MERCED COUNTY RECORDS AND A PORTION OF LOT 56 AS DESCRIBED IN GRANT DEED DOCUMENT No. 2018-040817, MERCED COUNTY RECORDS. LYING IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE & MERIDIAN
IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SHEET 1 OF 5 DECEMBER 2019

VOLUME _____ PAGE _____

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ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, 2020, before me, _____,
a Notary Public personally appeared _____

_____

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

Signature _____

Commission No. _____

Commission Expires _____

(DO NOT STAMP)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, 2020, before me, _____,
a Notary Public personally appeared _____

_____

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

Signature _____

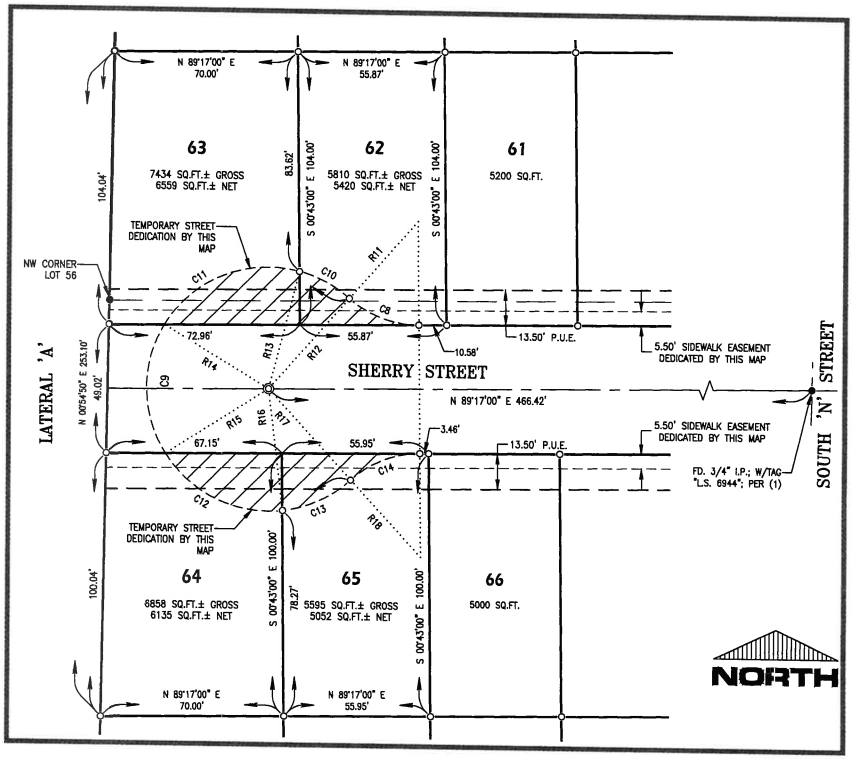
Commission No. _____

Commission Expires _____

(DO NOT STAMP)

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C8	041°54'38"	39.50'	28.89'
C9	263°49'15"	46.50'	214.11'
C10	026°45'39"	46.50'	21.71'
C11	105°08'58"	46.50'	85.34'
C12	096°06'40"	46.50'	78.01'
C13	035°47'58"	46.50'	29.05'
C14	041°54'38"	39.50'	28.89'

RADIAL LINE TABLE		RADIAL LINE TABLE	
RADIAL #	DIRECTION	RADIAL #	DIRECTION
R10	OMITTED	R14	N58°55'15"W
R11	N41°11'37"E	R15	S57°29'16"W
R12	N41°11'37"E	R16	N06°50'07"W
R13	S14°26'23"W	R17	N42°37'38"W
		R18	N42°37'38"W



DETAIL 'A'
NOT TO SCALE

SUBDIVISION MAP No. 5376

CYPRESS TERRACE #6 PHASE C

BEING A SUBDIVISION OF A PORTION OF ADJUSTED PARCEL 2 AS SHOWN ON MAP OF CYPRESS TERRACE 6 PHASE B, RECORDED IN VOLUME 82 OF OFFICIAL PLATS AT PAGES 21-24, MERCED COUNTY RECORDS AND A PORTION OF LOT 56 AS DESCRIBED IN GRANT DEED DOCUMENT No. 2018-040817, MERCED COUNTY RECORDS. LYING IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE & MERIDIAN

IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SHEET 2 OF 5 **DECEMBER 2019**

VOLUME _____ PAGE _____

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Job No. 18120 F.B. 128 Pg. 1-9

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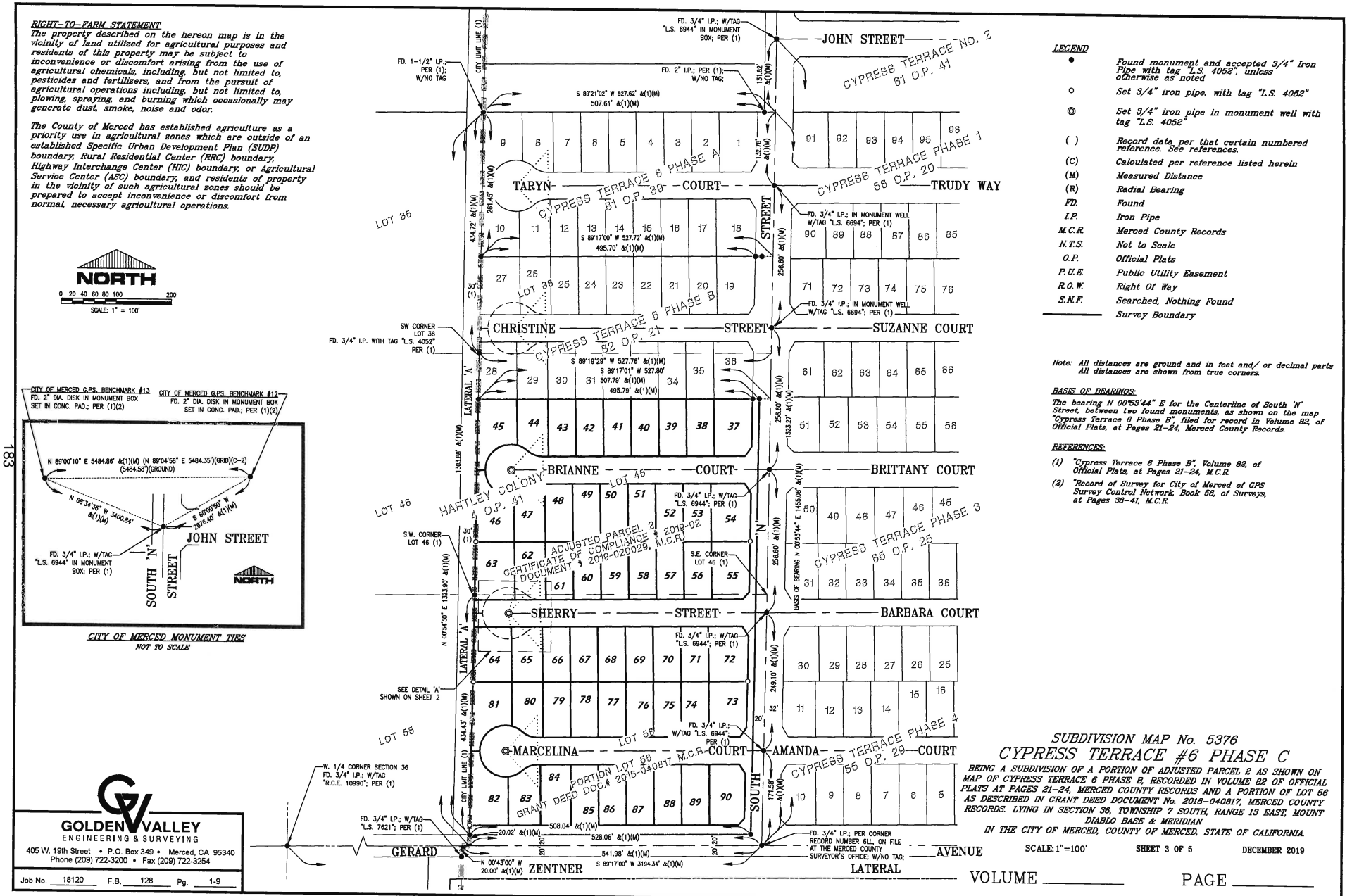

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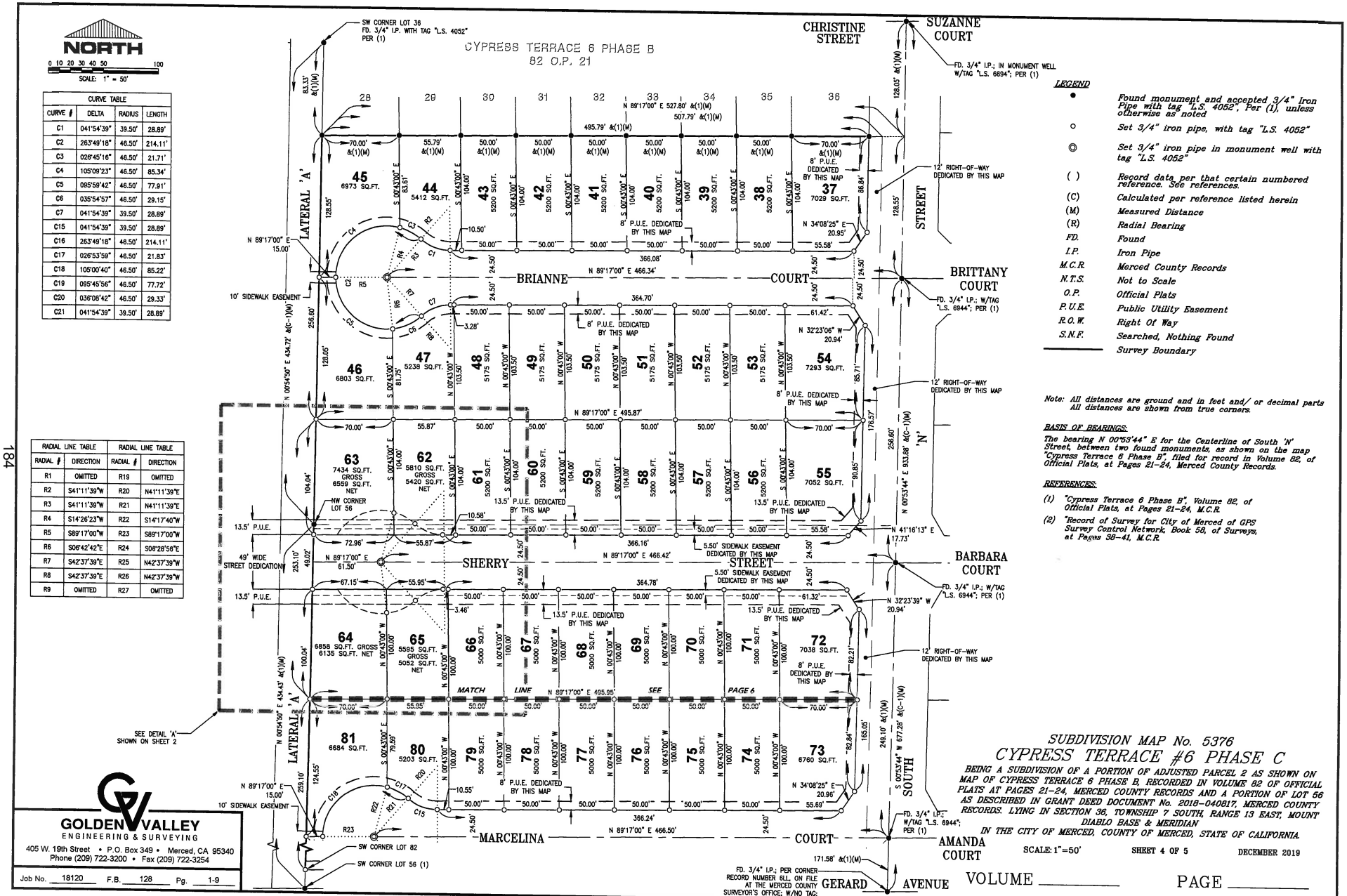

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	041°54'39"	39.50'	28.89'
C2	263°49'18"	46.50'	214.11'
C3	026°45'16"	46.50'	21.71'
C4	105°09'23"	46.50'	85.34'
C5	095°59'42"	46.50'	77.91'
C6	035°54'57"	46.50'	29.15'
C7	041°54'39"	39.50'	28.89'
C15	041°54'39"	39.50'	28.89'
C16	263°49'18"	46.50'	214.11'
C17	026°53'59"	46.50'	21.83'
C18	105°00'40"	46.50'	85.22'
C19	095°45'56"	46.50'	77.72'
C20	036°08'42"	46.50'	29.33'
C21	041°54'39"	39.50'	28.89'

RADIAL LINE TABLE		RADIAL LINE TABLE	
RADIAL #	DIRECTION	RADIAL #	DIRECTION
R1	OMITTED	R19	OMITTED
R2	S41°11'39"W	R20	N41°11'39"E
R3	S41°11'39"W	R21	N41°11'39"E
R4	S14°26'23"W	R22	S14°17'40"W
R5	S89°17'00"W	R23	S89°17'00"W
R6	S06°42'42"E	R24	S08°28'58"E
R7	S42°37'39"E	R25	N42°37'39"W
R8	S42°37'39"E	R26	N42°37'39"W
R9	OMITTED	R27	OMITTED

LEGEND

- ● *Found monument and accepted 3/4" Iron Pipe with tag "L.S. 4052", Per (1), unless otherwise as noted*
- ○ *Set 3/4" iron pipe, with tag "L.S. 4052"*
- ◎ *Set 3/4" iron pipe in monument well with tag "L.S. 4052"*
- ( ) *Record data per that certain numbered reference. See references.*
- (C) *Calculated per reference listed herein*
- (M) *Measured Distance*
- (R) *Radial Bearing*
- *FD. Found*
- *I.P. Iron Pipe*
- *M.C.R. Merced County Records*
- *N.T.S. Not to Scale*
- *O.P. Official Plats*
- *P.U.E. Public Utility Easement*
- *R.O.W. Right Of Way*
- *S.N.F. Searched, Nothing Found*
- ——— *Survey Boundary*

Note: All distances are ground and in feet and/ or decimal parts All distances are shown from true corners.

BASIS OF BEARINGS:

The bearing N 00°53'44" E for the Centerline of South 'N' Street, between two found monuments, as shown on the map "Cypress Terrace 6 Phase B", filed for record in Volume 82, of Official Plats, at Pages 21-24, Merced County Records.

REFERENCES:

(1) "Cypress Terrace 6 Phase B", Volume 82, of Official Plats, at Pages 21-24, M.C.R.

(2) "Record of Survey for City of Merced of GPS Survey Control Network, Book 58, of Surveys, at Pages 38-41, M.C.R.

SUBDIVISION MAP No. 5376

CYPRESS TERRACE #6 PHASE C

BEING A SUBDIVISION OF A PORTION OF ADJUSTED PARCEL 2 AS SHOWN ON MAP OF CYPRESS TERRACE 6 PHASE B, RECORDED IN VOLUME 82 OF OFFICIAL PLATS AT PAGES 21-24, MERCED COUNTY RECORDS AND A PORTION OF LOT 56 AS DESCRIBED IN GRANT DEED DOCUMENT No. 2018-040817, MERCED COUNTY RECORDS. LYING IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE & MERIDIAN

IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SCALE: 1"=50' SHEET 4 OF 5 DECEMBER 2019

VOLUME _____ PAGE _____

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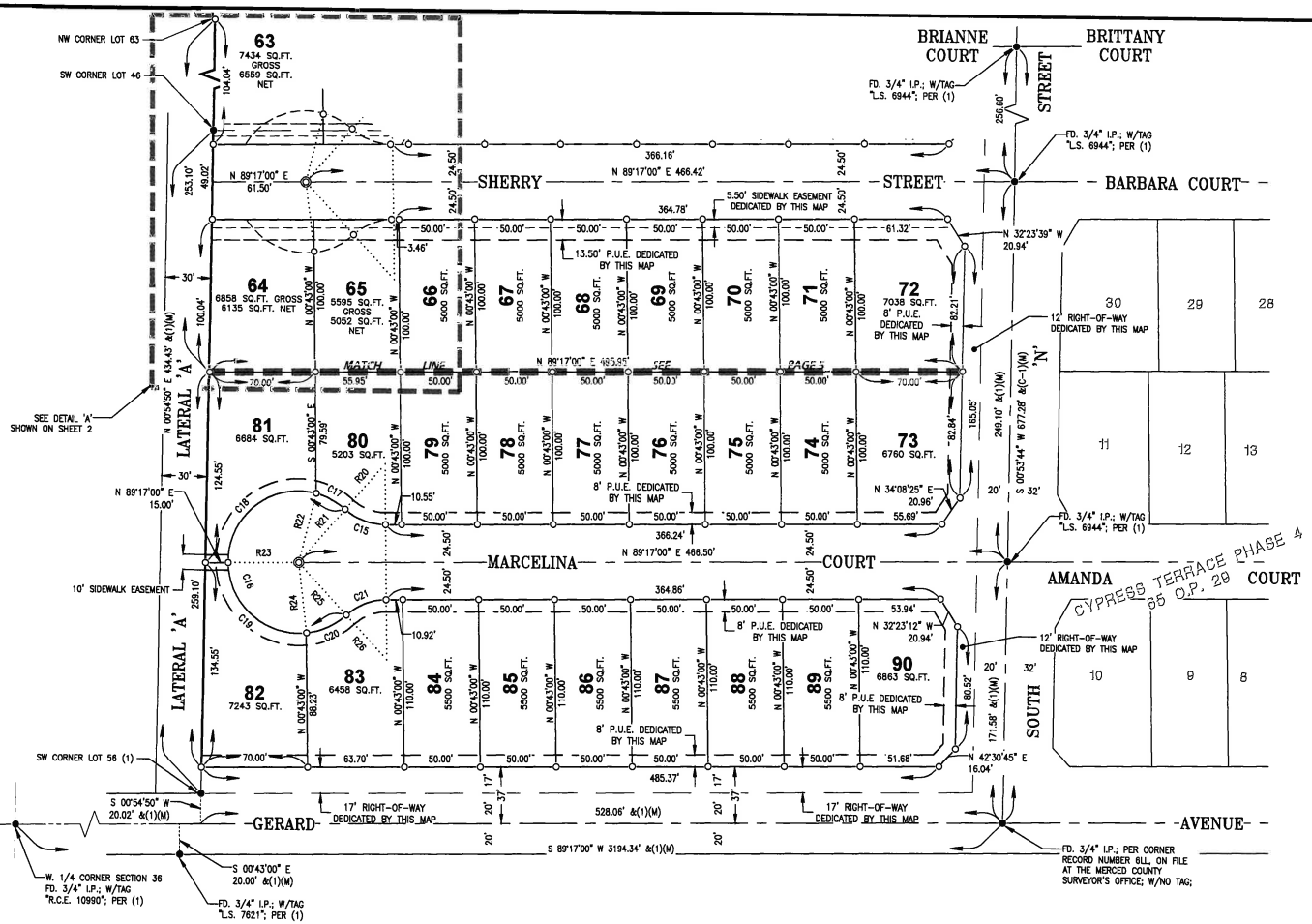

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CURVE #	DELTA	RADIUS	LENGTH	CURVE #	DELTA	RADIUS	LENGTH
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R9	OMITTED	R27	OMITTED

LEGEND

●	Found monument and accepted 3/4" Iron Pipe with tag "L.S. 4052", Per (1), unless otherwise as noted
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◎	Set 3/4" iron pipe in monument well with tag "L.S. 4052"
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I.P.	Iron Pipe
M.C.R.	Merced County Records
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P.U.E.	Public Utility Easement
R.O.W.	Right Of Way
S.N.F.	Searched, Nothing Found
———	Survey Boundary

Note: All distances are ground and in feet and/ or decimal parts All distances are shown from true corners.

BASIS OF BEARINGS:

The bearing N 00°53'44" E for the Centerline of South 'N' Street, between two found monuments, as shown on the map "Cypress Terrace 6 Phase 5", filed for record in Volume 82, of Official Plats, at Pages 21-24, Merced County Records.

REFERENCES:

(1) *"Cypress Terrace 6 Phase B", Volume 82, of Official Plats, at Pages 21-24, M.C.R.*

(2) *"Record of Survey for City of Merced of GPS Survey Control Network, Book 58, of Surveys, at Pages 38-41, M.C.R.*

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SUBDIVISION MAP No. 5376

CYPRESS TERRACE #6 PHASE C

BEING A SUBDIVISION OF A PORTION OF ADJUSTED PARCEL 2 AS SHOWN ON MAP OF CYPRESS TERRACE 6 PHASE B, RECORDED IN VOLUME 82 OF OFFICIAL PLATS AT PAGES 21-24, MERCED COUNTY RECORDS AND A PORTION OF LOT 56 AS DESCRIBED IN GRANT DEED DOCUMENT No. 2018-040617, MERCED COUNTY RECORDS. LYING IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE & MERIDIAN

IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SCALE: 1"=50' SHEET 5 OF 5 DECEMBER 2019

VOLUME _____ PAGE _____

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RECORDING REQUESTED BY:

City of Merced, A California
charter municipal corporation

WHEN RECORDED MAIL TO:

City of Merced
City Clerk
678 West 18th Street
Merced, California 95340

Exempt Recording Per Gov't Code Section 6103

(Above for Recorder's Use Only)

DOCUMENT TITLE

SUBDIVISION AGREEMENT WITH CONTINUING COVENANTS (CFD CONDITION)

A SUBDIVISION AGREEMENT BETWEEN THE CITY OF MERCED AND STONEFIELD HOME, INC., A CALIFORNIA CORPORATION, FOR CYPRESS TERRACE 6, PHASE C
TO BE RECORDED CONCURRENTLY WITH THE FINAL MAP FILED THIS ____ DAY OF _____ 2020, AT _____ _.M. IN BOOK _____ OF OFFICIAL PLATS, AT PAGES _____, MERCED COUNTY RECORDS

SUBDIVISION AGREEMENT
(CFD Condition)
(Bonds as Security)

THIS AGREEMENT, made and entered into _____ ___, 2020, between the City of Merced, a California Charter Municipal Corporation, hereinafter called "City," and Stonefield Home, Inc., a California Corporation, hereinafter called "Subdivider," relates to the installation of improvements within Cypress Terrace 6, Phase C, a subdivision of real property within the corporate limits of "City."

RECITALS

A. The Planning Commission of City, on April 19, 2006, adopted Resolution No. 1288 approving the tentative map of the above mentioned subdivision.

B. Subdivider has submitted for approval the final map of said subdivision in full compliance with State Law and City subdivision ordinances. Final Map Application Number 5376 was submitted by the Subdivider on October 9, 2019. A complete Final Map Application (including all bonds and insurance) was filed with the City on _____ ___, 201__.

C. Section 18.24.100 of the Merced Municipal Code requires certain improvements within said subdivision.

D. Improvement plans for said subdivision have been approved by the City.

E. The "Subdivision Map Act" and Section 18.24.150 of the Merced Municipal Code require certain security to guarantee the installation of said improvements.

F. Inspection fees required in accordance with Section 18.24.110 of the Merced Municipal Code have been paid.

G. Condition of Approval of the tentative subdivision map No. 5 requires the Subdivider to have established a Community Facilities District

("CFD") for public safety, maintenance, and other services prior to obtaining a Final Map for the property. This property was annexed into the City's CFD 2003-2 for Services on February 20, 2007.

Based upon the foregoing recitals, and in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto mutually agree as follows:

AGREEMENT

1. AGREEMENT TO CONDITIONS IMPOSED

Subdivider, for himself and all successors thereto, acknowledges and agrees to all conditions imposed in the Planning Commission Resolution approving the Tentative Map as identified in Recital A above.

2. IMPROVEMENTS

A. Subdivider agrees to cause all improvements to be made and constructed in said subdivision within twelve (12) months of the date of City approval of this Agreement, in full compliance with the requirements of approved Tentative Map, the Conditions of Approval thereto, and the City's "Standard Designs for Common Engineering Structures," and with the improvement plans approved by City and any changes or alterations in such work required by City, and to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of said work, and for any work or labor done thereon of any kind, and any amounts due under the Unemployment Insurance Act with respect to such work or labor.

B. The Subdivider may request an extension of time to complete the terms hereof. Such request shall be submitted to the City in writing no less than four (4) weeks before the expiration date hereof, and shall contain a statement of circumstances necessitating the extension of time. The City shall have the right to review the provisions of this Agreement, including the construction standards, cost estimate, and improvement security, and to require adjustments therein if any substantial change has occurred during the term hereof.

C. If the Subdivider fails or neglects to comply with the provisions of this Agreement, the City shall have the right at any time to cause said provisions to be met by any lawful means, and thereupon recover from the Subdivider and/or his surety the full cost and expense incurred.

3. SECURITY—FILING OF THE SAME

The Subdivider shall file securities for this Agreement per Sections 66496 and 66499 of the Government Code as follows and as shown on Exhibit "A" attached hereto:

A. To secure faithful performance of this Agreement, security in an amount equal to one hundred (100%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to the Final Map application being considered complete or action on the same by the City Council.

B. To secure payment to the contractor, his subcontractors, and to persons furnishing labor, materials, or equipment to them, security in an amount equal to fifty (50%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to the Final Map application being considered complete or action on the same by the City Council.

C. To secure the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance of the work, security in an amount equal to fifteen (15%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to final acceptance of the work by the City.

D. To secure payment of the cost of setting of monuments, security in an amount equal to one hundred (100%) percent of the estimated cost of setting such monuments as determined by the City shall be filed with the City prior to the Final Map application being considered complete or action on the same by the City Council.

E. Security shall be provided for all required improvements, including the cost for improvements for the northern half of Gerard Avenue along the frontage of the subdivision. The southern half of Gerard Avenue shall be improved with Cypress Terrace 7.

If security is furnished in the form of a bond or bonds, such bonds shall be executed by a corporate surety company authorized to transact surety business in the State of California. Liability for security furnished as described herein shall be limited as set forth in Government Code Sections 66499.9 and 66499.10.

4. SECURITY—RELEASE OF THE SAME

Release of Securities shall be as follows:

A. Security given for faithful performance may be released thirty-five (35) days after recording Notice of Completion of the work provided that evidence of recording of the Notice of Completion has been furnished to the City, the City has finally accepted the work, and provided the security has been furnished to the City to guarantee and warrant the work for one (1) year following the date of such acceptance of the work.

B. Security securing the payment to the contractor, his subcontractors, and to persons furnishing labor, materials, or equipment may be released six (6) months after recording Notice of Completion provided no claims have been filed with the City in accordance with the Subdivision Map Act.

C. The security guaranteeing that the completed work remains satisfactory during the required one-year warranty period may be released upon correction, by Subdivider, of any defects in the work existing at the end of the warranty period.

D. Monument security may be released in accordance with the provisions of Section 66497 of the Government Code.

In the event that improvements do not conform to the plans and specifications or defects are not corrected within the time limits specified by City, the City shall have the authority to order the necessary work done and to recover the cost of such work, as well as any costs of enforcing such obligation, including attorney fees, from the Subdivider and the Subdivider's surety or the financial institution providing the Instrument of Credit.

5. INSPECTION

City shall inspect all improvements made in connection with said subdivision for compliance with City requirements. Subdivider shall give at least twenty-four (24) hours' notice to City, including at least one full working day prior to any inspection. Improvements installed without inspection by the City shall be subject to rejection. Subdivider shall pay to City an amount equal to three (3) percent of the total estimated cost of the improvements as determined by City to cover the cost of inspection. Inspection by the City shall in no way relieve the Subdivider or its sureties of full responsibility for defective materials or workmanship. Any costs associated with testing of improvements shall be paid by the Subdivider in advance of the testing.

Neither final inspection nor acceptance of any public improvements for said subdivision will be permitted prior to receipt by City of sufficient monies to cover the cost of testing and inspection exceeding the above deposit.

6. FULFILLMENT OF CONDITIONS OF APPROVAL.

Condition of Approval No. 5 of Subdivider's Tentative Map requires Subdivider to have formed a CFD prior to obtaining approval of a Final Map for Subdivider's project. Cypress Terrace 6 was annexed into Community Facilities District (CFD) 2003-2 (Services) as part of Annexation No. 4 approved by the Merced City Council on February 10, 2007. Therefore, this condition has been satisfied.

7. SAFETY

Subdivider shall perform all work in accordance with the applicable sections of Title 8 of the California Code of Regulations (CAL OSHA), and the "WATCH" (Work Area Traffic Control Handbook) published by Building News, Inc., and available at the City Engineer's office. Provisions shall be made by Subdivider for protection of the traveling public on all public roads affected by the improvements.

Barricades and related facilities shall be placed in such number and in such locations as for public safety, and at night they shall be equipped with flashing yellow lights. City reserves the right to require and Subdivider

shall promptly install or place additional barricades or other facilities to assure public safety if City shall deem the same to be necessary or desirable for public safety. Subdivider is responsible for all liability which may arise out of work herein permitted whether or not public property, and shall indemnify, protect, defend, and hold City harmless from any and all claims, damages (including injury or death to any person or persons) , or causes of action arising therefrom or related thereto.

8. INDEMNITY

The Subdivider shall take and assume all responsibility for the construction of the improvements and the safety of operation in connection therewith. The Subdivider shall bear all losses and damages directly or indirectly resulting to the City, its officers, employees, and agents or others on account of the construction of the improvements, unforeseen difficulties, accidents, or any other causes whatsoever.

The Subdivider shall protect, assume the defense of and indemnify and save harmless the City, its officers, employees, and agents from all claims, loss, damage, injury—including the death of any person or persons, and liability of every kind, nature, and description, directly or indirectly arising from the construction of the improvements.

The Subdivider shall indemnify, protect, defend, and hold harmless the City, and any agency or instrumentality thereof, and officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, Subdivider shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Subdivider's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the Subdivider of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or

cooperate fully, the Subdivider shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

9. PREVAILING WAGES

Subdivider acknowledges that City has made no representation, express or implied, to Subdivider or any person associated with Subdivider regarding whether or not laborers employed relative to the construction of the improvements to be constructed pursuant to this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Section 1720, *et seq*. ("Prevailing Wage Laws"). Subdivider agrees with City that Subdivider shall assume any and all responsibility and be solely responsible for determining whether or not laborers employed relative to the construction undertaken pursuant to this Agreement must be paid the prevailing per diem wage rate pursuant to the Prevailing Wage Laws or other applicable law.

Subdivider, on behalf of itself, its successors, and assigns, waives and releases City from any right of action that may be available to any of them pursuant to Labor Code Section 1781 or any similar law. Relative to the waiver and release set forth in this Section, Subdivider acknowledges the protections of Civil Code Section 1542, which reads as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

By initialing below, Subdivider knowingly and voluntarily waives the provisions of Section 1542 or any similar law solely in connection with the waivers and releases contained in this Section.

_____	_____
Initials of City Manager	Initials of Authorized Subdivider Representative

Subdivider shall indemnify, hold harmless and defend City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Subdivider, its contractor(s) and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Sections 1720 *et seq.* and implementing regulations of the Department of Industrial Relations in connection with construction and installation of the improvements required pursuant to this Agreement. Subdivider's defense of the City shall be provided by counsel reasonably acceptable to the City.

The foregoing indemnity shall survive any termination of this Agreement.

10. INSURANCE

Subdivider further agrees that before commencing any work pursuant to this Agreement, Subdivider shall obtain, and at all times prior to final acceptance of all improvements hereunder, keep in full force and effect, insurance coverage in such limits and amounts, and covering such risks as shall be acceptable to City.

All policies of insurance must be issued by a company that is either:

(1) Admitted to transact insurance business in the State of California;

(2) On the "LESLI List," i.e., the List of Eligible Surplus Line Insurers; or,

(3) In the form of a risk retention group ("RRG") so long as the RRG contains at least $750,000 in capital, has been in operation for at least one year, and the reinsurance agreement associated with the RRG contains AM Best A rated insurers with an attachment point of $250,000 or less.

All insurance companies must have an A.M. Best's rating of at least A- and a financial size of IX or X. All required policies shall contain an

endorsement adding the Indemnified Parties under the agreement, specifically including but are not limited to, the City, its officers, employees, and agents, as additional insureds. The required policies shall stipulate that this insurance will operate as primary insurance for work performed by Developer and its sub-contractors, and that no other insurance effected by City or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The additional insured endorsement required hereunder must be issued using ISO form CG 20 10 11 85, or the same form with an edition date no later than 1990. In lieu of CG 20 10 11 85, City will accept alternate additional insured endorsements on ISO forms CG 20 10 10 01 and CG 20 37 10 01, but only if both forms are used together and provided to City. The minimum coverage and limits shall be as follows:

COVERAGE	LIMITS
Workers Compensation	Statutory
Comprehensive General Liability, including or separately insuring liability assumed by contract	
Bodily Injury	$1,000,000 per person $1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

Subdivider shall, prior to commencement of construction work, furnish to City a certificate of insurance, which shall provide that the above insurance shall not be cancelled without thirty (30) days prior written notice to City. Prior to acceptance of the improvements, the Subdivider shall provide the City with a copy of the endorsements required herein.

11. AS-BUILTS

Subdivider shall submit one (1) reproducible print (mylar) of the improvements "as-built" to City prior to release of securities.

12. NOTICE OF COMPLETION

City shall record a Notice of Completion with the Merced County Recorder immediately following City's acceptance of the improvements.

13. APPROVALS

This Agreement is subject to approval by the City Manager of City as to substance, and by the City Attorney as to form. Any improvement securities tendered hereunder shall be subject to approval by the City Manager as to amount, and by the City Attorney as to form and legal sufficiency.

14. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

15. WAIVER

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

16. VENUE

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

17. AMENDMENT

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

18. INTEGRATION

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

19. AUTHORITY TO EXECUTE

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

20. COUNTERPARTS

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

IN WITNESS WHEREOF, three (3) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

CITY OF MERCED
A California Charter Municipal Corporation

By:_____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

By:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

By: _____ 1-10-2020
City Attorney Date

FUNDS/ACCOUNTS VERIFIED BY:

_____
Finance Officer Date

DEVELOPER:
STONEFIELD HOME, INC.,
A California Corporation

By: _____
Greg Hostetler

Its: President

Address: 923 E. Pacheco Blvd.
Suite C
Los Banos, CA 93635

Telephone: (209) 826-6200

Taxpayer I.D. Number: 32-0439641

APPROVED AS TO FORM:

By: _____ 1-10-2020
City Attorney Date

FUNDS/ACCOUNTS VERIFIED BY:

_____
Finance Officer Date

DEVELOPER:
STONEFIELD HOME, INC.,
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Suite C
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Telephone: (209) 826-6200

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Merced)

On February 13, 2020 before me, A. Gonzalez, Notary Public
(insert name and title of the officer)

personally appeared Greg Hostetler,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A. GONZALEZ
Notary Public - California
Merced County
Commission # 2312271
My Comm. Expires Dec 6, 2023

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Cypress Terrace 6C

The securities for this subdivsiion shall be according, or equivalent to, either Method 1 or Method 2 below.

	METHOD 1		METHOD 2
Engineer's Estimate	Performance Bond	Labor & Materials Bond	Cash/Credit Security
$893,704.68	$893,704.68	$446,852.34	$1,072,445.62

One-Year Warranty Bond*	$134,055.70

*shall be provided prior to a Notice of Completion being filed

ADMINISTRATIVE REPORT

Agenda Item I.13. Meeting Date: 3/16/2020

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

SUBJECT: Adoption of Resolution of Intent Regarding Annexation into Community Facilities District (CFD) No. 2003-2 (Services) for the Stoneridge South Subdivision and a Future Apartment Project and Setting a Public Hearing for April 20, 2020, to Hold the Election for Annexation into the CFD

REPORT IN BRIEF

This report requests the City Council to adopt a Resolution of Intent to annex the Stoneridge South Subdivision and a future apartment project into Community Facilities District (CFD) No. 2003-2; and set a Public Hearing for April 20, 2020, to hold the election for annexation into the CFD.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2020-08**, A Resolution of Intention of the City Council of the City of Merced, acting as the Legislative Body of the City of Merced Community Facilities District No. 2003-2 (Services), declaring its intention to annex area to said district and authorize the levy of a special tax within said annexation and designate certain property for future annexation to said district; and,

B. Setting the Public Hearing for April 20, 2020.

ALTERNATIVES

1. Approve the action as recommended by staff; or,
2. Requesting modification or amendment to the documents and provide direction to City staff regarding the same; or,
3. Decline to authorize action as recommended; or,
4. Continue to a future City Council meeting (time and date to be specified in motion).

AUTHORITY

Annexation of property into the City's existing CFD No. 2003-3 (Services) pursuant to Merced City Charter, Section 200; Chapter 2.5 (commencing with Section 53311_ of Part 1 of Division 2 of Title 5 of California Government Code (the "Act"), commonly known as the "Mello-Roos Community Facilities Act of 1982;" and the City's Policy on new development.

DISCUSSION

The City approved a policy requiring all new development with the City to annex to a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982, for the provision of

certain services to new development. The services to be provided may include all or a portion of the following: police and fire protection services, maintenance of parks, landscaping, parkways, open space and storm drain maintenance, and other services authorized or to be authorized by the City's Municipal Code. The formation or annexation to the community facilities district is a condition of approval for new developments.

The property under consideration for annexation in the City's CFD for Services (CFD No. 2003-2) is located between Winder and Mission Avenues, east of G Street (Attachment 1). This land includes the proposed Stoneridge South Subdivision and an additional approximately 9.95 acres of land that is designated for a future apartment complex (Attachment 2). The Stoneridge South Subdivision includes 160 single-family lots and the future apartment project would include approximately 224 multi-family dwellings. All of the property included in the proposed subdivision and future multi-family project is owned by Stonefield Home, Inc. On January 6, 2020, the City Council approved a Petition to Annex from the property owner and a Deposit and Reimbursement Agreement with the owner to cover the City's costs related to the annexation into the CFD.

The future apartment project is proposed to be included as a "Future Annexation Area" (Attachment 3). Because there is not an approved project for this portion of the property, the special tax cannot be calculated for this area at this time. However, by designating the area as a "Future Annexation Area," the process to annex it into the CFD for Services at a future date (when a project has been approved) would be shortened and the cost to the property owner would be less.

In order to determine the special tax for this development, an amended Rate and Method of Apportionment (RMA) was prepared. The landowner has been notified of the amount of the annual levy.

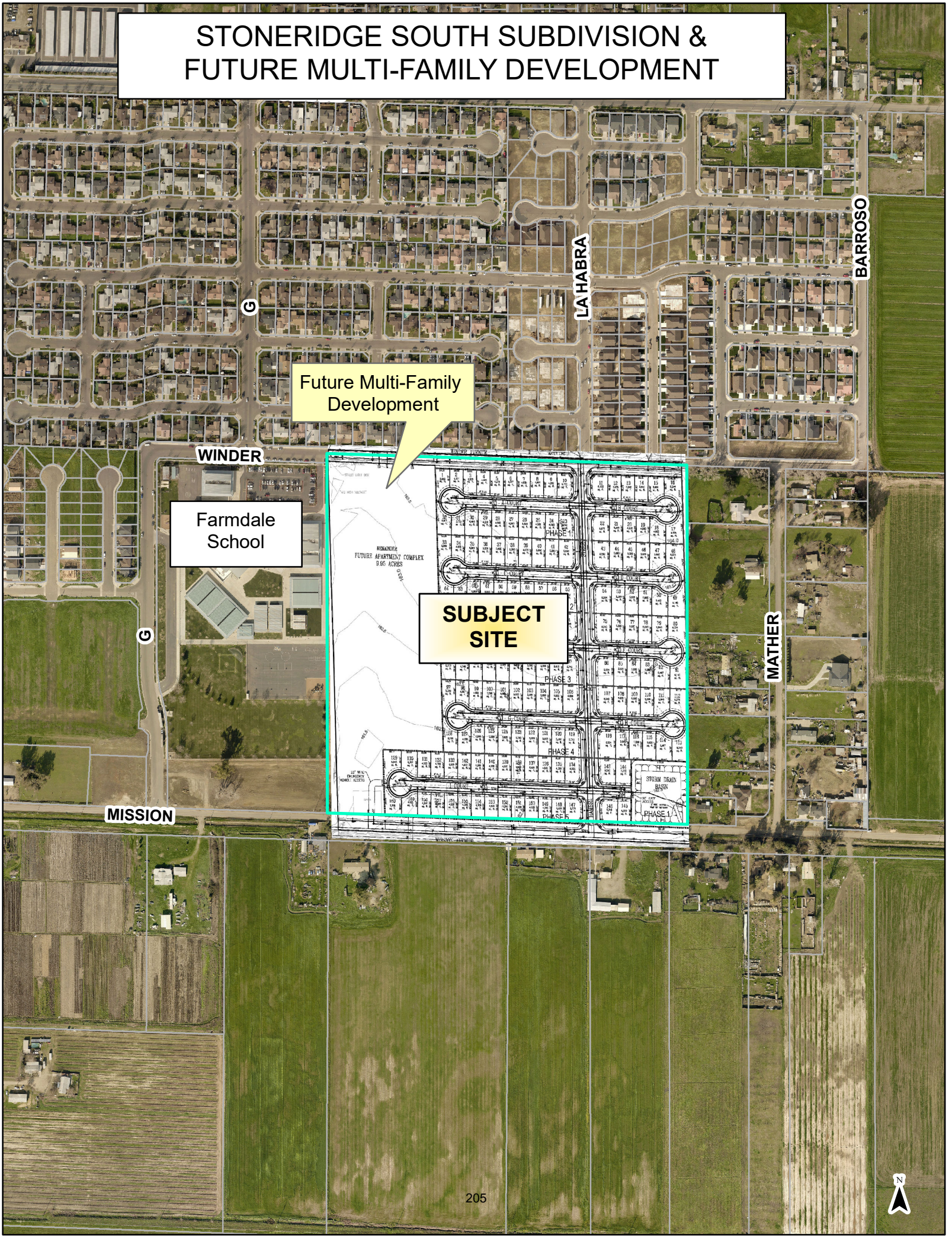
In order to start the annexation process, the City Council is being asked to adopt the Resolution of Intent (ROI), declaring its intent to annex this land into the CFD (Attachment 4). This resolution also sets April 20, 2020, as the date to hold the public hearing and election on this matter. Provided there is no majority protest, this property would be annexed into the CFD. Should the proposition pass with a two-thirds vote from the qualified voters (the landowner), the City may levy the special tax pursuant to the amended rate and method of apportionment (Exhibit A of the Draft Resolution of Intent at Attachment 4).

IMPACT ON CITY RESOURCES

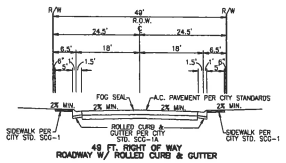
The annexation of this property into CFD No. 2003-2 (Services) would allow a special tax to be levied on these properties to cover the costs of landscape and storm drain maintenance and a portion of the costs for Police and Fire services to the project area.

ATTACHMENTS

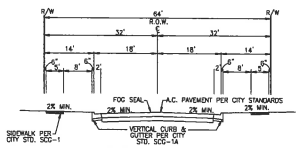
1. Location Map
2. Stoneridge South Subdivision
3. CFD Annexation Area
4. Draft Resolution of Intent [including Rate and Method of Apportionment (RMA) at Exhibit A]


STONERIDGE SOUTH SUBDIVISION &
FUTURE MULTI-FAMILY DEVELOPMENT
Future Multi-Family Development
Farmdale School
SUBJECT SITE
WINDER
MISSION
G
G
LA HABRA
BARROSO
MATHER
REMAINDER
FUTURE APARTMENT COMPLEX
9.65 ACRES
PHASE 1
PHASE 2
PHASE 3
PHASE 4
PHASE 5
STORM DRAIN BASIN
N

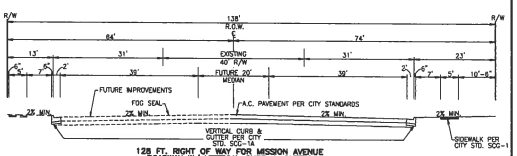
STREET SECTIONS



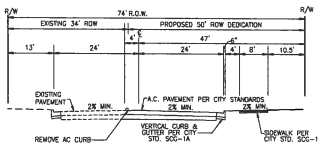
48 FT. RIGHT OF WAY
ROADWAY W/ ROLLED CURB & GUTTER



64 FT. RIGHT OF WAY
ROADWAY W/ VERTICAL CURB & GUTTER

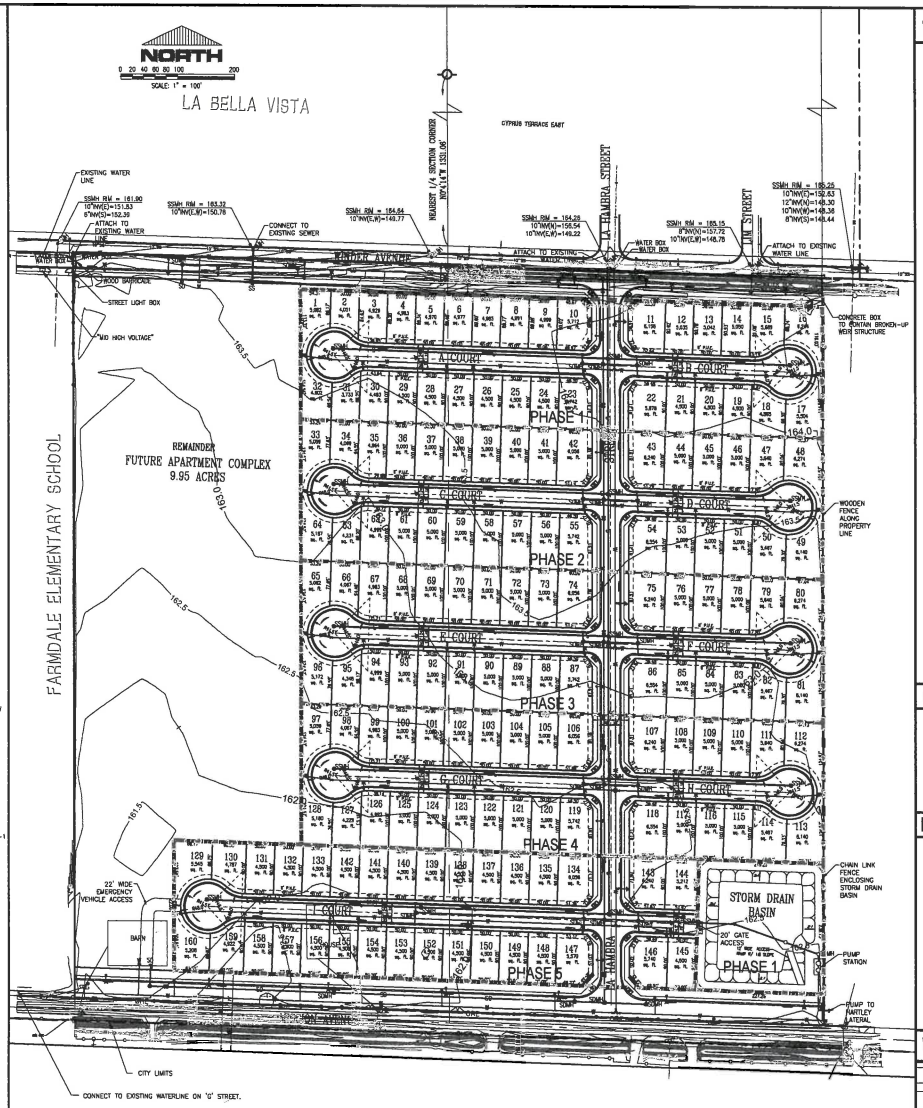


128 FT. RIGHT OF WAY FOR MISSION AVENUE
ROADWAY W/ VERTICAL CURB & GUTTER



74 FT. RIGHT OF WAY FOR WINDER AVENUE
ROADWAY W/ VERTICAL CURB & GUTTER

RECEIVED
2-23-18



811
Know what's below.
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1-800-227-2600

TENTATIVE MAP NOTES:

INFORMATION REQUIRED PER MERCED MUNICIPAL CODE SECTION 18.16.080

1.) LOCATION MAP AS SHOWN HEREON.
2.) TRACT NAME, DATE, NORTH ARROW, SCALE AND LEGAL DESCRIPTION AS SHOWN HEREON.
3.) OWNER: STONEFIELD HOMES
1733 'M' STREET
MERCED, CA 95340
PHONE: (209) 826-6200
4.) SUBDIVIDER: SAME AS ABOVE
5.) MAP PREPARED BY: GOLDEN VALLEY ENGINEERING & SURVEYING, Inc.
405 W. 19th STREET
MERCED, CA 95340
(209) 722-3200
6.) ACREAGE APPROXIMATELY 39.6 ACRES (GROSS)
7.) CONTOURS SHOWN.
8.) LOCATIONS, NAMES, WIDTHS, RADII OF CURVES AND GRADES OF ALL EXISTING AND PROPOSED ROADS, STREETS IN AND ADJACENT TO THE PROPOSED SUBDIVISION AS SHOWN.
9.) NO PROTECTIVE COVENANTS PROPOSED AT THIS TIME. PROTECTIVE COVENANTS TO BE RECORDED WITH FINAL MAP, IF ANY.
10.) LOCATION AND DESCRIPTION OF ALL EASEMENTS AS SHOWN HEREON. EIGHT FOOT PUBLIC FACILITY EASEMENTS TO BE PROVIDED ALONG ALL LOT FRONTAGES.
11.) LOCATION AND SIZE OF ALL EXISTING AND PROPOSED PUBLIC UTILITIES AS SHOWN HEREON.
12.) SEWAGE DISPOSAL BY CITY OF MERCED FACILITIES. STORM WATER DISPOSAL BY EXISTING SYSTEM TO CITY OF MERCED FACILITIES ADJACENT TO PROJECT SITE.
13.) NO PUBLIC OPEN SPACE EXISTS WITHIN OR ADJACENT TO THE PROPOSED SUB-DIVISION.
14.) LOT LAYOUT, APPROXIMATE DIMENSIONS AND AREA OF EACH IRREGULAR LOT AND LOT NUMBERS AS SHOWN.
15.) CITY LIMIT LINES AS SHOWN
16.) INTENDED LAND USE: PD-58
DENSITY: LOW DENSITY (10 UNITS PER GROSS ACRE.)
17.) APPROXIMATE BEARINGS AND DISTANCES TO NEAREST 1/4 SECTION CORNER AS SHOWN HEREON.
18.) PROPOSED PUBLIC IMPROVEMENTS PER CITY STANDARDS.
19.) DEVELOPMENT PHASE: THE DEVELOPER RESERVES THE RIGHT TO PHASE THIS PROJECT IN ACCORDANCE WITH THE PROVISIONS OF THE STATE SUBDIVISION MAP ACT.
20.) EXISTING USE AND OWNERSHIP OF LAND IMMEDIATELY ADJACENT TO SUBDIVISION AS SHOWN HEREON.
21.) PRELIMINARY TITLE REPORT TO BE SUBMITTED WITH TENTATIVE MAP.
22.) EXISTING BUILDINGS WITHIN THE SUBDIVISION AS SHOWN.
23.) NO EXISTING TREES.
24.) AREA SUBJECT TO PERIODIC INUNDATION OF STORM WATER OVERFLOW TO THE BEST OF OUR KNOWLEDGE AND BELIEF. LOCATION AND DIRECTION OF FLOW OF ALL WATER COURSES AS SHOWN HEREON. THE SITE IS WITHIN FLOOD ZONE 'A-0' DEPTH 1' PER F.I.R.M. MAP NUMBER 06047C0440 G EFFECTIVE DATE DECEMBER, 2 2008 PREPARED BY F.E.M.A.
25.) ALL CUL-DE-SACS PER MERCED CITY STANDARD ST-4, WITH CURBS PAINTED RED AT BULBS.

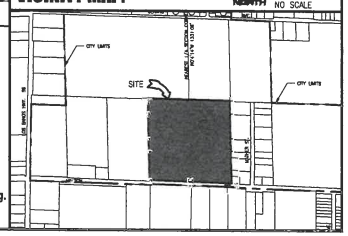
DESCRIPTION:

BEING A SUBDIVISION OF
LOT 205 AND 206 AS SHOWN ON THE
MAP OF "MERCED COLONY" FILED FOR
RECORD IN VOL. 4 OF OFFICIAL
PLATS AT PG. 24, M.C.R.
POR. OF SEC. 31, T. 7 S., R. 14 E., M. D. B. & M.

LEGEND:

PROPOSED STREET LIGHT	PROPOSED WATER VALVE
CO PROPOSED SEWER CLEAN OUT	PROPOSED CATCH BASIN
80 PROPOSED WATER BLOW OFF	PROPOSED WHEEL CHAIR RAMP
FH PROPOSED FIRE HYDRANT	P.F.E. PUBLIC FACILITIES EASEMENT
S PROPOSED SEWER SERVICE	C.T. CURB TRANSITION
W PROPOSED WATER SERVICE	EXISTING STREET LIGHT
DRAINAGE FLOW DIRECTION	EXISTING FIRE HYDRANT
+ 132.55 EXISTING GROUND ELEVATION	EXISTING WATER MAIN
CR EXISTING CROWN OF ROAD	EXISTING SANITARY SEWER MAIN
PROPOSED WATER MAIN	EXISTING STORM DRAIN MAIN
PROPOSED SANITARY SEWER MAIN	CMU BLOCK WALL
PROPOSED STORM DRAIN MAIN	CITY LIMITS
SDMH PROPOSED STORM DRAIN MANHOLE	PHASE BOUNDARIES
SSMH PROPOSED SANITARY SEWER MANHOLE	

VICINITY MAP:



These drawings are instruments of service and are the property of Golden Valley Engineering & Surveying, Inc. All designs and other information on these drawings are for use on the specified project and shall not be used otherwise without the express written permission of Golden Valley Engineering & Surveying, Inc.
Copyright © 2017 Golden Valley Engineering & Surveying, Inc.

PREPARED BY:

GOLDEN VALLEY
ENGINEERING & SURVEYING
405 West 19th Street 95340
P.O. Box 348
Merced, CA 95341
Ph.: (209) 722-3200
Fax: (209) 722-3254

No.	Date	Description

It is the client's responsibility prior to or during construction to verify the dimensions and elevations of all existing conditions on the job site and to immediately notify the engineer of any discrepancies from the plans. These documents are not to be scaled. These documents reflect only the current scope of services authorized by the client and were prepared as instruments of service for the use of the client. Any reuse without written verification or adaptation by the engineer for the specific purpose intended will be at user's sole risk and without liability or legal exposure to the engineer.

VESTING TENTATIVE SUBDIVISION MAP
FOR
STONE RIDGE SOUTH
POR. OF SEC. 31, T. 7 S., R. 14 E., M. D. B. & M.
A.P.N. 259-130-180
MERCED CALIFORNIA

ENGINEER

SHEET CONTENTS:
- VESTING TENTATIVE MAP
- .
- .
- .
- .

PREPARED FOR:
Stonefield Homes
1733 'O' Street
Merced, CA 95340
Ph.: 209-826-6200
email:

PROJECT DATA:
Date: January 2018
Scale: As Shown
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Job. No.: 17-196

SHEET NUMBER:
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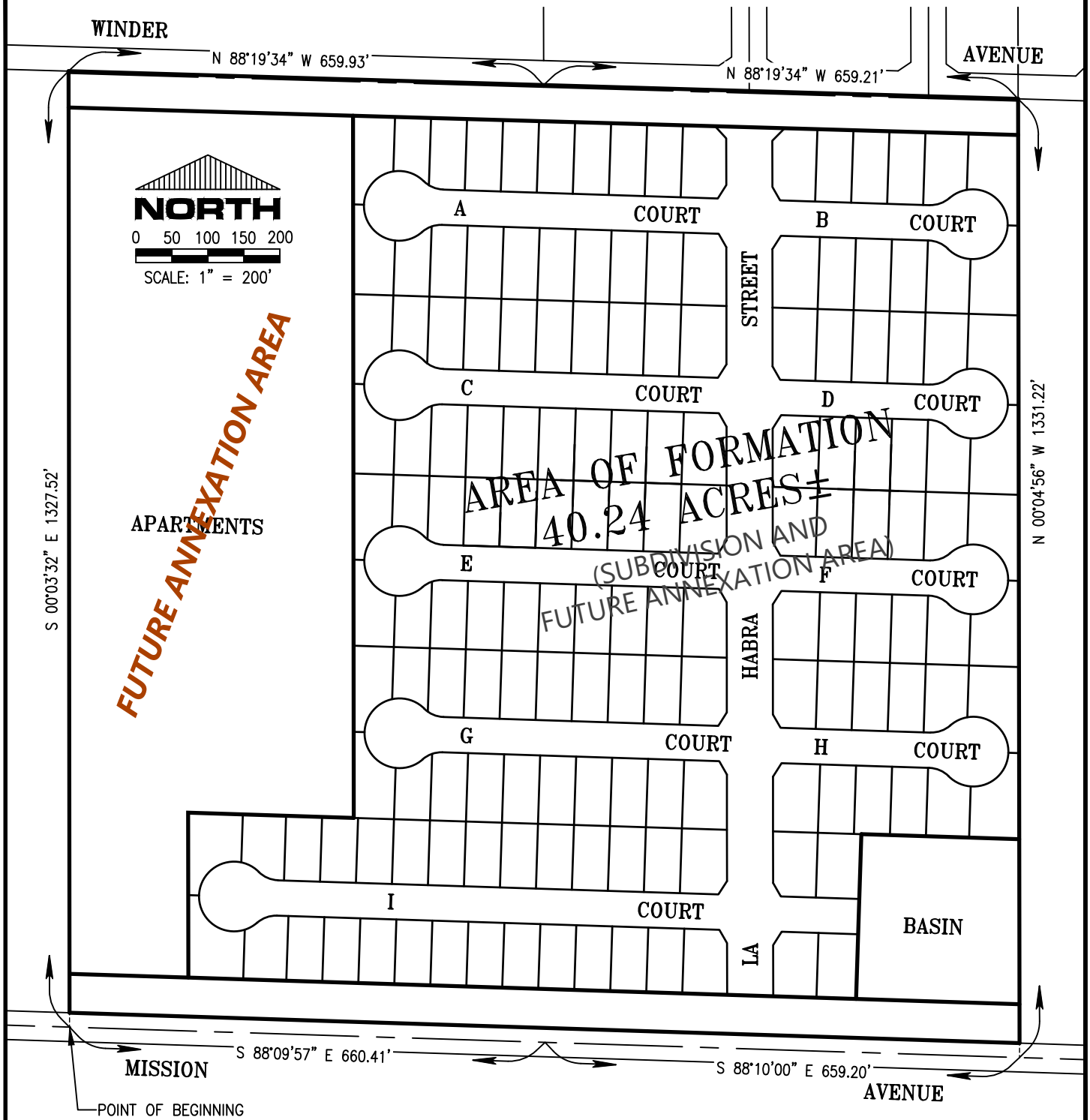

GOLDEN VALLEY
ENGINEERING & SURVEYING
405 W. 19th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 17196 Date: 8/13/18

Map of the Formation of Stone Ridge South Community Facilities District, City of Merced, California Section 32, T. 7S., R. 14E., M.D.B.&M

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RESOLUTION NO. _____

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MERCED, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF MERCED COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES), DECLARING ITS INTENTION TO ANNEX AREA TO SAID DISTRICT AND AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN SAID ANNEXATION AND DESIGNATE CERTAIN PROPERTY FOR FUTURE ANNEXATION TO SAID DISTRICT

WHEREAS, the City Council (the "Council") of the City of Merced (the "City"), acting as the legislative body of the City of Merced Community Facilities District No. 2003-2 (Services) (the "District"), has received a written petition (the "Petition") signed by the owner (the "Developer") of certain real property within the City (the "Property") requesting that the District institute proceedings for the annexation of the Property into the District; and

WHEREAS, the Council has considered the advisability and necessity of instituting proceedings to annex the Property to the District under and pursuant to the terms and provisions of Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, as now and hereafter amended (the "Act"), commonly known as the "Mello-Roos Community Facilities Act of 1982," for the purpose of financing certain public services and maintenance, including but not limited to public safety services, landscape maintenance, park and parkway maintenance, street lighting maintenance and flood control services, and other services authorized pursuant to the Act and the City's Municipal Code (the "Services"), which are necessary to meet increased demands placed on the City as a result of the development of the Property; and

WHEREAS, the Developer has also petitioned to institute proceedings to designate a future annexation for certain other property (the "Future Annexation Area") under and pursuant to the terms of the Act for the purpose of financing the Services; and

WHEREAS, the Council intends to finance the Services that are in addition to those provided within the Property prior to the annexation to the District and do not supplant services already available within the Property, subject to the levy of a special tax to pay for the Services, being approved at an election to be held within the boundaries of said annexation; and

WHEREAS, pursuant to Section 53339 of the Act, having received such petition, it is appropriate for the Council to institute proceedings for the annexation of the Property to the District and for the designation of the Future Annexation Area for future annexation to the District by adoption of a resolution of intention pursuant to Section 53339.3 and of the Act;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF MERCED COMMUNITY FACILITIES DISTRICT NO. 2003-02 (SERVICES), AS FOLLOWS:

Section 1. Community Facilities District. The name of the existing District is "City of Merced Community Facilities District No. 2003-2 (Services)." The boundaries of the existing District is more particularly described on those certain maps, entitled "Boundaries of City of Merced Community Facilities District No. 2003-2 (Services), City of Merced, County of Merced, State of California," "Amended Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 1, City of Merced, County of Merced, State of California," "Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 2, City of Merced, County of Merced, State of California," "Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 3, City of Merced, County of Merced, State of California," "Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 4, City of Merced, County of Merced, State of California," "Amended Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 5, City of Merced, County of Merced, State of California," "Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 6, City of Merced, County of Merced, State of California," "Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 7, City of Merced, County of Merced, State of California," "Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 8, City of Merced, County of Merced, State of California," "Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 10, City of Merced, County of Merced, State of California," "Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 11, City of Merced, County of Merced, State of California," and "Boundary Map and Improvement Areas of City Merced Community Facilities District No. 2003-2 Services) Annexation No. 12, City of Merced, County of Merced, State of California, on file with the City Clerk and the County Recorder of the County of Merced

Section 2. Annexation No. 14. It is the intention of the Council and the Council hereby proposes to annex the Property to the District and to designate the Future Annexation Area for future annexation to the District under and pursuant to the terms of the Act. The area to be annexed to the District shall be known and designated as "City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 14" ("Annexation No. 14"). The boundaries of the territory proposed for inclusion in Annexation No. 14, is more particularly described and shown on that certain map entitled "Boundary Map and Improvement Areas of City of Merced Community Facilities District No. 2003-2 (Services) Annexation No. 14, City of Merced, County of Merced, State of California," which map indicates by a boundary line the extent of the territory included in Annexation No. 14 and shall govern for all details as to the extent of Annexation No. 14 Said map is hereby approved and pursuant to Section 3110.5 of the Streets and Highways Code of the State of California, the City Clerk shall, after conforming with the other requirements of Section 3111 of said Code, endorse the certificate evidencing the date and adoption of this Resolution, and shall file the original of such map in his office, and not later than fifteen (15) days prior to the date of the public hearing set forth in Section 9 hereof shall file a copy of such map so endorsed with the County Recorder of the County of Merced.

Section 3. Future Annexation Area. The area to be designated for future annexation to the District shall be known as part of the "Future Annexation Area of City of Merced Community Facilities District No. 2003-2 (Services)" and will be annexed into the District only upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed. The City intends to designate the Future Annexation Area as a future annexation to the proposed District pursuant to the terms of the Act. The boundaries of the proposed Future Annexation Area are hereby specified and described to be as shown on that certain map described in Section 2 above and now on file in the office of the City Clerk.

Section 4. Types of Services. The types of services proposed to be provided for Annexation No. 14, and in the future when annexed, the Future Annexation Area, include:

(a) Public safety services, including police and fire services;

(b) Landscape maintenance;

(c) Park and parkway maintenance; Street lighting maintenance;

(d) Flood control services; and

(e) Any other services hereafter enumerated and authorized pursuant to the Act or the City's Municipal Code,

which are in addition to those provided within the Property prior to annexation into the District, or provided in the territory of the Future Annexation Area prior to annexation to the District, and do not supplant services already available within the territory proposed to be included in Annexation No. 14 or the Future Annexation Area.

Section 5. Special Taxes. Except where funds are otherwise available, it is the intention of the Council to levy annually in accordance with procedures contained in the Act a special tax (the "Special Tax") sufficient to finance a portion of the cost of providing the Services that are in addition to those provided within the Property prior to annexation to the District and do not do not supplant services already available within the territory proposed to be included in Annexation No. 14, or the Future Annexation Area including Services which may be provided by the City or any maintenance district formed by the City for the benefit of properties within Annexation No. 14, the costs of administering the levy and collection of the Special Tax and all other costs of the levy of the Special Tax, including any foreclosure proceedings, legal, fiscal, and financial consultant fees, election costs, and all other administrative costs of the tax levy. The Special Tax will be secured by the recordation of a continuing lien against all taxable and nonexempt real property in Annexation No. 14 and, when annexed, the Future Annexation Area.

The amended rates and methods of apportionment (the "RMA") and manner of collection of the Special Tax to be levied on parcels of taxable property within Annexation No. 14 and, when annexed, the taxable property within the Future Annexation Area shall be as described in detail and set forth in Exhibit "A" attached hereto and by this reference made a part hereof. The RMA provides sufficient detail to allow each owner of nonexempt real property within the proposed Annexation No. 14 to estimate the maximum amount that such person will have to pay of the Services.

The special tax levied within the existing District was levied for services attributable to each zone on an individual basis. Therefore, the inclusion of Annexation No. 14 and, when annexed the Future Annexation Area, into the District will not change the amount of the special tax to be levied on property within the existing District.

The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and as described in the RMA and such Special Tax is not levied on or based upon the value or ownership of real property.

Upon recordation of a notice of special tax lien pursuant to Sections 3117.5 of the Streets and Highways Code of the State of California, a continuing lien to secure each levy of the special taxes shall attach to all nonexempt real property in the proposed Annexation No. 14 and, when annexed, the proposed Future Annexation Area, and that lien shall continue in force and effect until collection of the special taxes ceases.

Section 6. Exempt Properties. Pursuant to Section 53340 of the Act, and except as provided in Section 53317.3 of the Act, properties of entities of the state, federal, and local governments shall be exempt from the levy of the Special Tax.

Section 7. Necessity. The Council finds that the proposed public services described in Section 3 hereof are necessary to meet increased demands placed upon the City as a result of new development occurring within the boundaries of the proposed Annexation No. 14 and the Future Annexation Area.

Section 8. Advances of Funds or Work. The City may accept advances of funds from any sources, including private persons or private entities, and is authorized and directed to use such funds for any authorized purpose, including any cost incurred by the City in annexing property to the District. The City may enter into an agreement to repay all of such funds as are not expended or committed for any authorized purpose at the time of the election on the levy of the Special Tax, if the proposal to levy such tax should fail, and at its option to repay any or all of such funds advanced if the levy of the Special Tax shall be approved by the qualified electors of Annexation No. 14.

Section 9. Prohibition of Owner Contracts. Pursuant to Section 53329.5 of the Act, the Council finds that the public interest will not be served by allowing the Developer to enter into a contract in accordance with subdivision (a) of that section, and that such Developer shall not be permitted to elect to perform the work and enter into a written contract with the City for the provision of the Services pursuant to said Section 53329.5.

Section 10. Public Hearing. A public hearing (the "Hearing") on the annexation of the Property to the District, the designation of the Future Annexation Area and the proposed rate and method of apportionment of the Special Tax shall be held at 6:00 p.m. on April 20, 2020, or as soon thereafter as practicable, in the City Council Chambers located at 678 West 18th Street, Merced, California. At the above-mentioned time and place for the Hearing, any persons interested, including taxpayers, property owners, registered voters within the existing District, and Annexation No. 14, the Future Annexation Area may appear and be heard. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of

such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such Hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such Hearing. If written protests against Annexation No. 14 or the designation of the Future Annexation Area are filed by (a) fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing with the existing District, or (b) fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing with the Property to be annexed to the District, or (c) the owners of one-half (½) or more of the area of land included within the existing District, or (d) the owners of one-half (½) or more of the Property to be annexed to the District, the proceedings shall be abandoned. If said majority protest is limited to certain types of services or certain provisions of the special tax, those services or those provisions of the tax must be eliminated by the Council.

Section 11. Notice. The City Clerk is hereby directed to publish a notice ("Notice") of the time and place of the Hearing as required by Section 53339.4 of the Act. Such Notice shall be published at least seven (7) days before the date of the Hearing, and shall contain the information required by said Section 53339.4.

Section 12. Report. The officers of the City who will be responsible for providing the proposed types of services to be provided within Annexation No. 14 if it is annexed to the District, shall study the proposed Annexation No. 14 and Future Annexation Area, and, at or before the time of the Hearing, file a report or reports with the Council, and which is to be made a part of the record of the Hearing, containing a brief description of the additional public services by type which will in their opinion be required to adequately meet the needs of the proposed Annexation No. 14, and their estimate of the fair and reasonable cost of providing those public services and the incidental expenses to be incurred in connection therewith, including all costs associated with the annexation of the Property to the District, determination of the amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City with respect to the District.

Section 13. Description of Voting Procedures for the Proposed Annexation No. 14.

The voting procedures to be followed in conducting the special election on the proposition with respect to the levy of special taxes on the land within Annexation No. 14 to fund the Services, if the District is established and such special election (the "Election") are held, shall be as follows:

(a) If at least 12 persons have been registered to vote within the territory of the proposed Annexation No. 14 for each of the ninety (90) days preceding the close of the Hearing, the vote in the Election shall be by the registered voters of Annexation No. 14 with each voter having one vote. In that event, the Election shall be conducted by the City Clerk (the "Election Official") and shall be held on a date selected by the Council in conformance with the provisions of Sections 53339.7 and 53326 of the Act and pursuant to the provisions of the Elections Code of the State of California governing elections of cities, insofar as they may be applicable, and pursuant to said Sections 53339.7 and 53326 the ballots for the Election shall be distributed to the qualified electors of Annexation No. 14 by mail with return postage prepaid, and the Election shall be conducted as a mail ballot election.

(b) If at the time of the close of the Hearing, and for at least the preceding ninety (90) days, less than 12 persons have been registered to vote within the territory of Annexation No. 14, and pursuant to Sections 53339.7 and 53326 of the Act, the vote is therefore to be by the landowners of Annexation No. 14, with each landowner of record at the close of the Hearing having one vote for each acre or portion of an acre of land that he or she owns within Annexation No. 14, the Election shall be conducted by the Election Official as follows:

(1) The Election shall be held on the earliest date, following the Public Hearing and adoption of a resolution submitting the proposition of the levy of special taxes to fund the Services, upon which such Election can be held pursuant to said Section 53339.7 which may be selected by the Council, or such earlier date as the owners of land within Annexation No. 14 and the Election Official agree and concur is acceptable.

(2) Pursuant to said Sections 53339.7 and 53326, the Election may be held earlier than ninety (90) days following the close of the Hearing if the qualified electors of Annexation No. 14 waive the time limits for conducting the elections set forth in said Sections 53339.7 and 53326 by unanimous written consent and the Election Official concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to said Sections 53339.7 and 53326, ballots for the Election shall be distributed to the qualified electors by the Election Official by mail with return postage prepaid, or by personal service.

(4) Pursuant to applicable sections of the Elections Code of the State of California governing the conduct of mail ballot elections of cities, and the City, the Election Official shall, among other things, mail or deliver or cause to be mailed or delivered to each qualified elector an official ballot in a form specified by the Council in the resolutions calling the Election, and a return identification envelope with prepaid postage thereon addressed to the Election Official for returning voted official ballots.

(5) The official ballot to be mailed or delivered by the Election Official to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot.

(6) The return identification envelope mailed or delivered by the Election Official to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the Election Official.

(7) The instruction to voter form to be mailed or delivered by the Election Official to the landowner-voters shall inform them that the official ballots shall be returned to the Election Official properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by the hour on the date of the Election which is specified by the Election Official for the receipt of ballots; provided that if all qualified voters have voted, the Election may be closed by the Election Official.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the Election, the Election Official shall canvass the votes cast in the Election, and shall file a statement with the Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

The procedures set forth in this section for conducting the Election, if held, may be modified as the Council may determine to be necessary or desirable.

Section 14. Procedure for Annexation for Parcels within Future Annexation Area. The Future Annexation Area will be annexed into the District only at such time as the District receives unanimous written approval to be annexed from the owner or owners of each parcel or parcels of the portion of the Future Annexation Area proposed to be annexed at that time.

The PASSED, APPROVED AND ADOPTED this ___ day of _____, 2020.

CITY OF MERCED, acting as the
legislative body of the CITY OF MERCED
COMMUNITY FACILITIES DISTRICT
NO. 2003-02 (SERVICES)

_____
Mayor

ATTEST:

_____
City Clerk of the City of Merced

APPROVED AS TO FORM:

_____
City Attorney of the City of Merced

STATE OF CALIFORNIA)
COUNTY OF MERCED) ss.
CITY OF MERCED)

I, _____, City Clerk of the City of Merced, do hereby certify that the foregoing Resolution was duly adopted by the City Council of said City, acting as the legislative body of the District, at a _____ meeting thereof held on the _____ day of _____, 2020, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
City Clerk of the City of Merced

EXHIBIT A

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

EXHIBIT A

CITY OF MERCED
COMMUNITY FACILITIES DISTRICT NO. 2003-2
(SERVICES)

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
(as of March 16 , 2020)

A Special Tax applicable to each Assessor Parcel in the City of Merced Community Facilities District No. 2003-2 (Services) shall be levied and collected according to the tax liability determined by the City of Merced or its designee, through the application of this Amended Rate and Method of Apportionment of Special Tax. All of the property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless otherwise provided for the annexed property.

SECTION A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor Parcel as shown on an Assessor Parcel map, or if the land area is not shown on an Assessor Parcel map, the land area shown on the applicable final map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the expenses of the CFD or the City in carrying out its duties for the CFD, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its counsel, costs related to annexing property into the CFD, and all other costs and expenses of the CFD or the City in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the CFD or the City to administer the Special Tax according to the Rate and Method.

"Annexation #1" means the date the owners of Assessor Parcels in Improvement Area #3 and Improvement Areas #9 through #15 elected to annex into the CFD.

"**Annexation #2**" means the date the owners of Assessor Parcels in Improvement Area #7 elected to annex into the CFD.

"Annexation #3" means the date the owners of Assessor Parcels in Improvement Areas #16 through #22 elected to annex into the CFD.

"Annexation #4" means the date the owners of Assessor Parcels in Improvement Areas #23 through #25 and Improvement Area #27 elected to annex into the CFD.

"Annexation #5" means the date the owners of Assessor Parcels in Improvement Area #26 elected to annex into the CFD.

"Annexation #6" means the date the owners of Assessor Parcels in Improvement Area #28 elected to annex into the CFD.

"Annexation #7" means the date the owners of Assessor Parcels in Improvement Areas #29 through #31 elected to annex into the CFD.

"Annexation #8" means the date the owners of Assessor Parcels in Improvement Area #32 elected to annex into the CFD.

"Annexation #9" means the date the owners of Assessor Parcels in Improvement Area #33 elected to annex into the CFD.

"Annexation #10" means the date the owners of Assessor Parcels in Improvement Area #34 elected to annex into the CFD.

"Annexation #11" means the date the owners of Assessor Parcels in Improvement Area #35 elected to annex into the CFD.

"Annexation #12" means the date the owners of Assessor Parcels in Improvement Area #36 elected to annex into the CFD.

"Annexation #13" is reserved for future use.

"Annexation #14" means the date the owners of Assessor Parcels in Improvement Area #40 elected to annex into the CFD.

"Assessor Parcel" means a lot or parcel with an assigned County Assessor's Parcel number shown on a County Assessor's Parcel map.

"Average Increase" means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.

"CFD" means the City of Merced Community Facilities District No. 2003-2.

"CFD Formation" means the date the owners of Assessor Parcels in Improvement Areas #1 through #6 elected to form the CFD.

"City" means the City of Merced.

"City Council" means the council of the City of Merced, acting as the legislative body of the CFD.

"County" means the County of Merced.

"Developed Property" means all Taxable Property in the CFD for which a building permit for new construction was issued by the City prior to May 1 of the preceding Fiscal Year.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Improvement Area" means one of the forty-four (44) mutually exclusive geographic areas defined below and identified in Attachment 1 of this Rate and Method, and any subsequent Improvement Areas created to contain property annexed into the CFD after CFD Formation.

"Improvement Area #1" means the geographic area that, at CFD Formation and Annexation #2, was generally known as the Bellevue Ranch East (Phases 1 and 2) project and is specifically identified in Attachment 1 hereto as Improvement Area #1.

"Improvement Area #2" means the geographic area that, at CFD Formation, was generally known as the Compass Pointe project and is specifically identified in Attachment 1 hereto as Improvement Area #2.

"Improvement Area #3" means the geographic area that, at CFD Formation, Annexation #1, and Annexation #3, was generally known as the Sandcastle project and is specifically identified in Attachment 1 hereto as Improvement Area #3.

"Improvement Area #4" means the geographic area that, at CFD Formation and Annexation #2, was generally known as the Bright Development project and is specifically identified in Attachment 1 hereto as Improvement Area #4.

"Improvement Area #5" means the geographic area that, at CFD Formation and Annexation #2, was generally known as the Renaissance project and is specifically identified in Attachment 1 hereto as Improvement Area #5.

"Improvement Area #6" means the geographic area that, at CFD Formation, was generally known as the Big Valley project and is specifically identified in Attachment 1 hereto as Improvement Area #6.

"Improvement Area #7" means the geographic area that, at Annexation #2, was generally known as the Bellevue Ranch West project and is specifically identified in Attachment 1 hereto as Improvement Area #7.

"Improvement Area #8" is intentionally excluded.

"Improvement Area #9" means the geographic area that, at Annexation #1, was generally known as the University Park Residential project and is specifically identified in Attachment 1 hereto as Improvement Area #9.

"Improvement Area #10" means the geographic area that, at Annexation #1, was generally known as the Tuscany project and is specifically identified in Attachment 1 hereto as Improvement Area #10.

"Improvement Area #11" means the geographic area that, at Annexation #1, was generally known as the Provance project and is specifically identified in Attachment 1 hereto as Improvement Area #11.

"Improvement Area #12" means the geographic area that, at Annexation #1, was generally known as the Promenade project and is specifically identified in Attachment 1 hereto as Improvement Area #12.

"Improvement Area #13" means the geographic area that, at Annexation #1, was generally known as the Alfarata Ranch Unit 2 project and is specifically identified in Attachment 1 hereto as Improvement Area #13.

"Improvement Area #14" means the geographic area that, at Annexation #1 and Annexation #2, was generally known as the Franco project and is specifically identified in Attachment 1 hereto as Improvement Area #14.

"Improvement Area #15" means the geographic area that, at Annexation #1, was generally known as the Cottages project and is specifically identified in Attachment 1 hereto as Improvement Area #15.

"Improvement Area #16" means the geographic area that, at Annexation #3, was generally known as the Tuscany East project and is specifically identified in Attachment 1 hereto as Improvement Area #16.

"Improvement Area #17" means the geographic area that, at Annexation #3, was generally known as the Hartley Crossings project and is specifically identified in Attachment 1 hereto as Improvement Area #17.

"Improvement Area #18" means the geographic area that, at Annexation #3, was generally known as The Crossing at River Oaks project and is specifically identified in Attachment 1 hereto as Improvement Area #18.

"Improvement Area #19" means the geographic area that, at Annexation #3, was generally known as the Mohamed Apartments project and is specifically identified in Attachment 1 hereto as Improvement Area #19.

"Improvement Area #20" means the geographic area that, at Annexation #3, was generally known as the Sunnyview Apartments project and is specifically identified in Attachment 1 hereto as Improvement Area #20.

"Improvement Area #21" means the geographic area that, at Annexation #3, was generally known as the University Park II project and is specifically identified in Attachment 1 hereto as Improvement Area #21.

"Improvement Area #22" means the geographic area that, at Annexation #3, was generally known as the Moraga of Merced Lakemont Homes project and is specifically identified in Attachment 1 hereto as Improvement Area #22.

"Improvement Area #23" means the geographic area that, at Annexation #4, was generally known as the Mission Ranch project and is specifically identified in Attachment 1 hereto as Improvement Area #23.

"Improvement Area #24" means the geographic area that, at Annexation #4, was generally known as the Cypress Terrace (Phases 6 and 7) project and is specifically identified in Attachment 1 hereto as Improvement Area #24.

"Improvement Area #25" means the geographic area that, at Annexation #4, was generally known as the Cypress Terrace East project and is specifically identified in Attachment 1 hereto as Improvement Area #25.

"Improvement Area #26" means the geographic area that, at Annexation #5, was generally known as The Meadows project and is specifically identified in Attachment 1 hereto as Improvement Area #26.

"Improvement Area #27" means the geographic area that, at Annexation #4, was generally known as the Lantana Estates South project and is specifically identified in Attachment 1 hereto as Improvement Area #27.

"Improvement Area #28" means the geographic area that, at Annexation #6, was generally known as The Meadows #2 project and is specifically identified in Attachment 1 hereto as Improvement Area #28.

"Improvement Area #29" means the geographic area that, at Annexation #7, was generally known as the Paseo project and is specifically identified in Attachment 1 hereto as Improvement Area #29.

"Improvement Area #30" means the geographic area that, at Annexation #7, was generally known as the Highland Park project and is specifically identified in Attachment 1 hereto as Improvement Area #30.

"Improvement Area #31" means the geographic area that, at Annexation #7, was generally known as the Mercy Hospital project and is specifically identified in Attachment 1 hereto as Improvement Area #31.

"Improvement Area #32" means the geographic area that, at Annexation #8, was generally known as the Fahrens Park Plaza project and is specifically identified in Attachment 1 hereto as Improvement Area #32.

"Improvement Area #33" means the geographic area that, at Annexation #9, was generally known as the Mansionette Estates No. 5 project and is specifically identified in Attachment 1 hereto as Improvement Area #33.

"Improvement Area #34" means the geographic area that, at Annexation #10, was generally known as the Northview Professional Center project and is specifically identified in Attachment 1 hereto as Improvement Area #34.

"Improvement Area #35" means the geographic area that, at Annexation #11, was generally known as the Compass Pointe Apartments project and is specifically identified in Attachment 1 hereto as Improvement Area #35.

"Improvement Area #36" means the geographic area that, at Annexation #12, was generally known as the Merced Station project and is specifically identified in Attachment 1 hereto as Improvement Area #36.

"Improvement Area #37" is reserved for future use.

"Improvement Area #38" is reserved for future use.

"Improvement Area #39" is reserved for future use.

"Improvement Area #40" means the geographic area that, at Annexation #14, was generally known as the Stone Ridge South project and is specifically identified in Attachment 1 hereto as Improvement Area #40.

"Improvement Area #41" is reserved for future use.

"Improvement Area #42" is reserved for future use.

"Improvement Area #43" is reserved for future use.

"Improvement Area #44" means the geographic area that, at Annexation #14, was generally known as the Stone Ridge South Apartments project and is specifically identified in Attachment 1 hereto as a future annexation area of the CFD.

"Index or Indices" means the Consumer Price Index (CPI) for the San Francisco All Urban Wage Earners Category and the National CPI.

"Industrial Property" means any Developed Property for which a building permit was issued for construction of a building that will be used primarily for warehousing, distribution, manufacturing, processing, or related activities, as determined by the Administrator using reasonable and established City zoning and other land use standards.

"**Maximum Special Tax"** means the greatest amount of Special Tax that can be levied in any Fiscal Year determined under this Rate and Method.

"Multi-Family Residential Property" means all Assessor Parcels of Developed Property for which a building permit was issued for construction of a residential structure with multiple Units, all of which are offered for rent to the general public and are not available for sale to individual owners.

"Office Property" means any Developed Property for which a building permit was issued for construction of a building that will be divided primarily into individual offices (including cubicles or other modular office space) for use by companies to conduct business, as determined by the Administrator using reasonable and established City zoning and other land use standards.

"Other Property" means any Developed Property that is not Single Family Residential Property, Multi-Family Residential Property, Retail Property, Office Property, or Industrial Property. Developed Property within Improvement Area #31 shall be categorized as Other Property.

"Proportionately" means, for Developed Property, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor Parcels of Developed Property.

"Public Property" means any CFD Assessor Parcels owned by or irrevocably offered for dedication to the United States of America, the State of California, the County, the City, or other local governments or public agencies.

"Rate and Method" means this Amended Rate and Method of Apportionment of Special Tax.

"Retail Property" means any Developed Property for which a building permit was issued for construction of a building that will include primarily commercial establishments which sell general merchandise, hard goods, personal services, and other items directly to consumers, including but not limited to travel agencies, hardware stores, food stores, automotive dealers, service stations, home furnishing stores, restaurants, bars, banks, repair shops, movie theaters, day care centers, and art galleries, as determined by the Administrator using reasonable and established City zoning and other land use standards.

"Services" means the services authorized to be financed, in whole or in part, by the Special Taxes in the CFD.

"Single Family Residential Property" means any Developed Property for which a building permit was issued for construction of: (i) a Unit that does not share a common wall with another Unit; or (ii) two or more Units that share common walls and are initially offered for sale to individual owners, including condominiums as defined under California Civil Code 1351.

"Special Tax" means any tax levied in the CFD pursuant to the Rate and Method.

"Special Tax Requirement" means the amount necessary in any Fiscal Year to: (i) pay the cost of the Services; (ii) create a sinking fund for Services that could not otherwise be funded

in a given Fiscal Year; (iii) cure any delinquencies in the payment of Special Taxes which have occurred in the prior Fiscal Year or, based on existing delinquencies in the payment of Special Taxes, are expected to occur in the Fiscal Year in which the tax will be collected; and (iv) pay Administrative Expenses.

"Square Foot," "Square Footage," or **"Square Feet"** means the floor area square footage reflected on the original construction building permit issued for construction of a Unit or a building of Retail Property, Office Property, Industrial Property, or Other Property and any Square Footage subsequently added to a Unit or a building of such Taxable Property after issuance of a building permit for expansion or renovation of such Unit or building.

"Taxable Property" means any Assessor Parcel within the CFD which is not exempt from the Special Tax by applicable law or Section F below.

"Unit" means a structure constructed primarily for human habitation, which may be an individual detached residential unit, an individual attached residential unit within a duplex, triplex, fourplex, townhome, or condominium structure, or an individual apartment unit.

SECTION B. DATA FOR ANNUAL ADMINISTRATION

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor Parcel numbers of all Taxable Property. The Administrator shall also determine: (i) within which Improvement Area each Assessor Parcel is located; (ii) whether each Assessor Parcel is Developed Property; (iii) for Developed Property, which Assessor Parcels are Single Family Residential Property, Multi-Family Residential Property, Retail Property, Office Property, Industrial Property, and Other Property; (iv) also for Developed Property, the Unit or building Square Footage; and (v) the Special Tax Requirement.

SECTION C. MAXIMUM SPECIAL TAX

The following tables identify the Maximum Special Taxes for Taxable Property within each Improvement Area of the CFD. The Maximum Special Taxes are all subject to annual escalation as specified in Section C.45 below.

1. Special Tax Rates, Improvement Area #1 – Bellevue Ranch East (Phases 1 & 2)

Table 1 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #1 of the CFD.

TABLE 1
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #1 – BELLEVUE RANCH EAST (PHASES 1 & 2)

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$548 per Unit
Multi-Family Residential Property	$476 per Unit
Retail Property	$64 per 1,000 Square Feet of Building
Office Property	$59 per 1,000 Square Feet of Building
Industrial Property	$40 per 1,000 Square Feet of Building
Other Property	$64 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

2. Special Tax Rates, Improvement Area #2 – Compass Pointe

Table 2 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #2 of the CFD.

TABLE 2
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #2 – COMPASS POINTE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$644 per Unit
Multi-Family Residential Property	$539 per Unit
Retail Property	$110 per 1,000 Square Feet of Building
Office Property	$103 per 1,000 Square Feet of Building
Industrial Property	$68 per 1,000 Square Feet of Building
Other Property	$110 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

3. Special Tax Rates, Improvement Area #3 - Sandcastle

Table 3 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #3 of the CFD.

TABLE 3
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #3 - SANDCASTLE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$593 per Unit
Multi-Family Residential Property	$512 per Unit
Retail Property	$80 per 1,000 Square Feet of Building
Office Property	$76 per 1,000 Square Feet of Building
Industrial Property	$48 per 1,000 Square Feet of Building
Other Property	$80 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

4. Special Tax Rates, Improvement Area #4 – Bright Development

Table 4 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #4 of the CFD.

TABLE 4
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #4 – BRIGHT DEVELOPMENT

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$609 per Unit
Multi-Family Residential Property	$520 per Unit
Retail Property	$89 per 1,000 Square Feet of Building
Office Property	$84 per 1,000 Square Feet of Building
Industrial Property	$54 per 1,000 Square Feet of Building
Other Property	$89 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

5. Special Tax Rates, Improvement Area #5 - Renaissance

Table 5 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #5 of the CFD.

TABLE 5
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #5 - RENAISSANCE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$489 per Unit
Multi-Family Residential Property	$429 per Unit
Retail Property	$43 per 1,000 Square Feet of Building
Office Property	$37 per 1,000 Square Feet of Building
Industrial Property	$29 per 1,000 Square Feet of Building
Other Property	$43 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

6. Special Tax Rates, Improvement Area #6 – Big Valley

Table 6 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #6 of the CFD.

TABLE 6
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #6 – BIG VALLEY

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$524 per Unit
Multi-Family Residential Property	$474 per Unit
Retail Property	$40 per 1,000 Square Feet of Building
Office Property	$40 per 1,000 Square Feet of Building
Industrial Property	$22 per 1,000 Square Feet of Building
Other Property	$40 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

7. Special Tax Rates, Improvement Area #7 – Bellevue Ranch West

Table 7 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #7 of the CFD.

TABLE 7
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #7 – BELLEVUE RANCH WEST

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$701 per Unit
Multi-Family Residential Property	$600 per Unit
Retail Property	$116 per 1,000 Square Feet of Building
Office Property	$115 per 1,000 Square Feet of Building
Industrial Property	$67 per 1,000 Square Feet of Building
Other Property	$116 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.45 below.***

8. Special Tax Rates, Improvement Area #8 – Intentionally Excluded

9. Special Tax Rates, Improvement Area #9 – University Park Residential

Table 9 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #9 of the CFD.

TABLE 9
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #9 – UNIVERSITY PARK RESIDENTIAL

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$643 per Unit
Multi-Family Residential Property	$544 per Unit
Retail Property	$105 per 1,000 Square Feet of Building
Office Property	$99 per 1,000 Square Feet of Building
Industrial Property	$64 per 1,000 Square Feet of Building
Other Property	$105 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

10. Special Tax Rates, Improvement Area #10 – Tuscany

Table 10 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #10 of the CFD.

TABLE 10
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #10 – TUSCANY

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$480 per Unit
Multi-Family Residential Property	$427 per Unit
Retail Property	$35 per 1,000 Square Feet of Building
Office Property	$31 per 1,000 Square Feet of Building
Industrial Property	$23 per 1,000 Square Feet of Building
Other Property	$35 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

11. Special Tax Rates, Improvement Area #11 - Provance

Table 11 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #11 of the CFD.

TABLE 11
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #11 - PROVANCE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$638 per Unit
Multi-Family Residential Property	$542 per Unit
Retail Property	$101 per 1,000 Square Feet of Building
Office Property	$96 per 1,000 Square Feet of Building
Industrial Property	$61 per 1,000 Square Feet of Building
Other Property	$101 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

12. Special Tax Rates, Improvement Area #12 – Promenade

Table 12 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #12 of the CFD.

TABLE 12
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #12 – PROMENADE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$438 per Unit
Multi-Family Residential Property	$401 per Unit
Retail Property	$14 per 1,000 Square Feet of Building
Office Property	$12 per 1,000 Square Feet of Building
Industrial Property	$10 per 1,000 Square Feet of Building
Other Property	$14 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

13. Special Tax Rates, Improvement Area #13 – Alfarata Ranch Unit 2

Table 13 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #13 of the CFD.

TABLE 13
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #13 – ALFARATA RANCH UNIT 2

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$593 per Unit
Multi-Family Residential Property	$471 per Unit
Retail Property	$116 per 1,000 Square Feet of Building
Office Property	$100 per 1,000 Square Feet of Building
Industrial Property	$80 per 1,000 Square Feet of Building
Other Property	$116 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

14. Special Tax Rates, Improvement Area #14 – Franco

Table 14 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #14 of the CFD.

TABLE 14
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #14 – FRANCO

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$504 per Unit
Multi-Family Residential Property	$430 per Unit
Retail Property	$57 per 1,000 Square Feet of Building
Office Property	$49 per 1,000 Square Feet of Building
Industrial Property	$40 per 1,000 Square Feet of Building
Other Property	$57 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

15. Special Tax Rates, Improvement Area #15 – Cottages

Table 15 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #15 of the CFD.

TABLE 15
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #15 – COTTAGES

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$631 per Unit
Multi-Family Residential Property	$548 per Unit
Retail Property	$87 per 1,000 Square Feet of Building
Office Property	$86 per 1,000 Square Feet of Building
Industrial Property	$50 per 1,000 Square Feet of Building
Other Property	$87 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

16. Special Tax Rates, Improvement Area #16 – Tuscany East

Table 16 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #16 of the CFD.

TABLE 16
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #16 – TUSCANY EAST

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$572 per Unit
Multi-Family Residential Property	$486 per Unit
Retail Property	$77 per 1,000 Square Feet of Building
Office Property	$70 per 1,000 Square Feet of Building
Industrial Property	$50 per 1,000 Square Feet of Building
Other Property	$77 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

17. Special Tax Rates, Improvement Area #17 – Hartley Crossings

Table 17 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #17 of the CFD.

TABLE 17
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #17 – HARTLEY CROSSINGS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$528 per Unit
Multi-Family Residential Property	$438 per Unit
Retail Property	$73 per 1,000 Square Feet of Building
Office Property	$61 per 1,000 Square Feet of Building
Industrial Property	$52 per 1,000 Square Feet of Building
Other Property	$73 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

18. Special Tax Rates, Improvement Area #18 – The Crossing at River Oaks

Table 18 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #18 of the CFD.

TABLE 18
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #18 – THE CROSSING AT RIVER OAKS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$639 per Unit
Multi-Family Residential Property	$529 per Unit
Retail Property	$110 per 1,000 Square Feet of Building
Office Property	$100 per 1,000 Square Feet of Building
Industrial Property	$71 per 1,000 Square Feet of Building
Other Property	$110 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

19. Special Tax Rates, Improvement Area #19 – Mohamed Apartments

Table 19 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #19 of the CFD.

TABLE 19
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #19 – MOHAMED APARTMENTS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$433 per Unit
Multi-Family Residential Property	$408 per Unit
Retail Property	Not Applicable
Office Property	Not Applicable
Industrial Property	Not Applicable
Other Property	Not Applicable

[1] Subject to annual escalation as described in Section C.45 below.

20. Special Tax Rates, Improvement Area #20 – Sunnyview Apartments

Table 20 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #20 of the CFD.

TABLE 20
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #20 – SUNNYVIEW APARTMENTS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$433 per Unit
Multi-Family Residential Property	$408 per Unit
Retail Property	Not Applicable
Office Property	Not Applicable
Industrial Property	Not Applicable
Other Property	Not Applicable

[1] Subject to annual escalation as described in Section C.45 below.

21. Special Tax Rates, Improvement Area #21 – University Park II

Table 21 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #21 of the CFD.

TABLE 21
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #21 – UNIVERSITY PARK II

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$691 per Unit
Multi-Family Residential Property	$548 per Unit
Retail Property	$149 per 1,000 Square Feet of Building
Office Property	$133 per 1,000 Square Feet of Building
Industrial Property	$98 per 1,000 Square Feet of Building
Other Property	$149 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

22. Special Tax Rates, Improvement Area #22 – Moraga of Merced Lakemont Homes

Table 22 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #22 of the CFD.

TABLE 22
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #22 – MORAGA OF MERCED LAKEMONT HOMES

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$752 per Unit
Multi-Family Residential Property	$623 per Unit
Retail Property	$147 per 1,000 Square Feet of Building
Office Property	$140 per 1,000 Square Feet of Building
Industrial Property	$89 per 1,000 Square Feet of Building
Other Property	$147 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

23. Special Tax Rates, Improvement Area #23 – Mission Ranch

Table 23 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #23 of the CFD.

TABLE 23
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #23 – MISSION RANCH

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$774 per Unit
Multi-Family Residential Property	$595 per Unit
Retail Property	$194 per 1,000 Square Feet of Building
Office Property	$174 per 1,000 Square Feet of Building
Industrial Property	$128 per 1,000 Square Feet of Building
Other Property	$194 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

24. Special Tax Rates, Improvement Area #24 – Cypress Terrace (Phases 6 and 7)

Table 24 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #24 of the CFD.

TABLE 24
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #24 – CYPRESS TERRACE (PHASES 6 AND 7)

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$728 per Unit
Multi-Family Residential Property	$606 per Unit
Retail Property	$137 per 1,000 Square Feet of Building
Office Property	$130 per 1,000 Square Feet of Building
Industrial Property	$83 per 1,000 Square Feet of Building
Other Property	$137 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

25. Special Tax Rates, Improvement Area #25 – Cypress Terrace East

Table 25 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #25 of the CFD.

TABLE 25
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #25 – CYPRESS TERRACE EAST

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$914 per Unit
Multi-Family Residential Property	$737 per Unit
Retail Property	$218 per 1,000 Square Feet of Building
Office Property	$209 per 1,000 Square Feet of Building
Industrial Property	$131 per 1,000 Square Feet of Building
Other Property	$218 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

26. Special Tax Rates, Improvement Area #26 – The Meadows

Table 26 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #26 of the CFD.

TABLE 26
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #26 – THE MEADOWS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$947 per Unit
Multi-Family Residential Property	$743 per Unit
Retail Property	$225 per 1,000 Square Feet of Building
Office Property	$215 per 1,000 Square Feet of Building
Industrial Property	$135 per 1,000 Square Feet of Building
Other Property	$225 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

27. Special Tax Rates, Improvement Area #27 – Lantana Estates South

Table 27 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #27 of the CFD.

TABLE 27
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #27 – LANTANA ESTATES SOUTH

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$834 per Unit
Multi-Family Residential Property	$700 per Unit
Retail Property	$166 per 1,000 Square Feet of Building
Office Property	$164 per 1,000 Square Feet of Building
Industrial Property	$95 per 1,000 Square Feet of Building
Other Property	$166 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

28. Special Tax Rates, Improvement Area #28 – The Meadows #2

Table 28 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #28 of the CFD.

TABLE 28
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #28 – THE MEADOWS #2

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$947 per Unit
Multi-Family Residential Property	$743 per Unit
Retail Property	$225 per 1,000 Square Feet of Building
Office Property	$215 per 1,000 Square Feet of Building
Industrial Property	$135 per 1,000 Square Feet of Building
Other Property	$225 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

29. Special Tax Rates, Improvement Area #29 – Paseo

Table 29 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #29 of the CFD.

TABLE 29
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #29 – PASEO

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$1,008 per Unit
Multi-Family Residential Property	$762 per Unit
Retail Property	$294 per 1,000 Square Feet of Building
Office Property	$271 per 1,000 Square Feet of Building
Industrial Property	$186 per 1,000 Square Feet of Building
Other Property	$294 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

30. Special Tax Rates, Improvement Area #30 – Highland Park

Table 30 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #30 of the CFD.

TABLE 30
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #30 – HIGHLAND PARK

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$650 per Unit
Multi-Family Residential Property	$557 per Unit
Retail Property	$97 per 1,000 Square Feet of Building
Office Property	$93 per 1,000 Square Feet of Building
Industrial Property	$58 per 1,000 Square Feet of Building
Other Property	$97 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

31. Special Tax Rates, Improvement Area #31 – Mercy Hospital

Table 31 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #31 of the CFD.

TABLE 31
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #31 – MERCY HOSPITAL

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$172 per Unit
Multi-Family Residential Property	$139 per Unit
Retail Property	$59 per 1,000 Square Feet of Building
Office Property	$62 per 1,000 Square Feet of Building
Industrial Property	$30 per 1,000 Square Feet of Building
Other Property	$59 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

32. Special Tax Rates, Improvement Area #32 – Fahrens Park Plaza

Table 32 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #32 of the CFD.

TABLE 32
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #32 – FAHRENS PARK PLAZA

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$988 per Unit
Multi-Family Residential Property	$889 per Unit
Retail Property	$161 per 1,000 Square Feet of Building
Office Property	$181 per 1,000 Square Feet of Building
Industrial Property	$71 per 1,000 Square Feet of Building
Other Property	$181 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

33. Special Tax Rates, Improvement Area #33 – Mansionette Estates No. 5

Table 33 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #33 of the CFD.

TABLE 33
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #33 – MANSIONETTE ESTATES NO. 5

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$1,130 per Unit
Multi-Family Residential Property	$957 per Unit
Retail Property	$252 per 1,000 Square Feet of Building
Office Property	$260 per 1,000 Square Feet of Building
Industrial Property	$133 per 1,000 Square Feet of Building
Other Property	$260 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

34. Special Tax Rates, Improvement Area #34 – Northview Professional Center

Table 34 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #34 of the CFD.

TABLE 34
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #34 – NORTHVIEW PROFESSIONAL CENTER

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$850 per Unit
Multi-Family Residential Property	$742 per Unit
Retail Property	$146 per 1,000 Square Feet of Building
Office Property	$152 per 1,000 Square Feet of Building
Industrial Property	$75 per 1,000 Square Feet of Building
Other Property	$152 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

35. Special Tax Rates, Improvement Area #35 – Compass Pointe Apartments

Table 35 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #35 of the CFD.

TABLE 35
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #35 – COMPASS POINTE APARTMENTS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$543 per Unit
Multi-Family Residential Property	$479 per Unit
Retail Property	$53 per 1,000 Square Feet of Building
Office Property	$50 per 1,000 Square Feet of Building
Industrial Property	$33 per 1,000 Square Feet of Building
Other Property	$53 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

36. Special Tax Rates, Improvement Area #36 – Merced Station

Table 36 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #36 of the CFD.

TABLE 36
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #36 – MERCED STATION

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$580 per Unit
Multi-Family Residential Property	$483 per Unit
Retail Property	$89 per 1,000 Square Feet of Building
Office Property	$78 per 1,000 Square Feet of Building
Industrial Property	$59 per 1,000 Square Feet of Building
Other Property	$89 per 1,000 Square Feet of Building

[1] Subject to annual escalation as described in Section C.45 below.

37. Special Tax Rates, Improvement Area #37 – Reserved for Future Use

38. Special Tax Rates, Improvement Area #38 – Reserved for Future Use

39. Special Tax Rates, Improvement Area #39 – Reserved for Future Use

40. Special Tax Rates, Improvement Area #40 – Stone Ridge South

Table 40 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #40 of the CFD.

TABLE 40
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #40 – STONE RIDGE SOUTH

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$824 per Unit
Multi-Family Residential Property	$603 per Unit
Retail Property	$241 per 1,000 Square Feet of Building
Office Property	$211 per 1,000 Square Feet of Building
Industrial Property	$162 per 1,000 Square Feet of Building
Other Property	$241 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.45 below.***

41. Special Tax Rates, Improvement Area #41 – Reserved for Future Use

42. Special Tax Rates, Improvement Area #42 – Reserved for Future Use

43. Special Tax Rates, Improvement Area #43 – Reserved for Future Use

44. Special Tax Rates, Improvement Area #44 – Stone Ridge South Apartments (Future Annexation Area)

The Maximum Special Taxes for Taxable Property within Improvement Area #44 will be identified at the time such property is annexed into the CFD and will be included in the unanimous approval form signed by the annexing property owner.

45. Special Tax Increases

In January 2004, and each January thereafter, all figures shown in Tables 1 through 15 above shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

In January 2006, and each January thereafter, all figures shown in Tables 16 through 44 above shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

SECTION D. METHOD OF LEVY

Each Fiscal Year, the Special Tax shall be levied on all Assessor Parcels of Developed Property, separately for each Improvement Area, according to the steps outlined below.

Step 1: Determine for an Improvement Area the Special Tax Requirement, as defined in Section A above, for the Fiscal Year in which the Special Tax will be collected;

Step 2: Calculate the total Special Tax revenues that could be collected from Developed Property in the Improvement Area based on application of the Maximum Special Tax rates determined pursuant to Section C above;

Step 3: If the amount determined in Step 1 is greater than or equal to the amount calculated in Step 2, levy the Maximum Special Tax on all Assessor Parcels of Developed Property in the Improvement Area;

Step 4: If the amount determined in Step 1 is less than the amount calculated in Step 2, levy the Special Tax Proportionately on each Assessor Parcel of Developed Property in the Improvement Area so the amount of the Special Tax levy equals the Special Tax Requirement for that Fiscal Year.

SECTION E. COLLECTION

Except as may be provided by the CFD or the City, and for delinquencies, the Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes. The Special Tax obligation applicable to an Assessor Parcel in the CFD may not be prepaid and the obligation of the Assessor Parcel to pay the Special Tax may not be permanently satisfied.

SECTION F. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method, no Special Tax shall be levied on Public Property, except as otherwise provided in the Act.

SECTION G. INTERPRETATION

The Administrator may interpret this Rate and Method as necessary to clarify any inconsistency, vagueness, or ambiguity.

SECTION H. APPEALS

Appeals of any claim of incorrect computation of Special Tax or application of this Rate and Method may be made by the owner of an Assessor Parcel or such owner's duly-authorized representative by filing a written notice of appeal with the Administrator not later than thirty (30) days after having paid the disputed Special Tax. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner (or representative), consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision, the owner may then file a written appeal with the Council, whose decision shall be final. If the decision of the Administrator or the Council requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies) as appropriate. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

Table 1
City of Merced Services CFD Annexation #14
Project Specific Analysis
Project Land Use and Services Data

Land Use	Stone Ridge South /1
Residential (Dwelling Units)	
Single Family	160
Multi-Family	0
Non-Residential (Square Feet)	
Retail	0
Office	0
Industrial	0
Other	
Full Landscaped Acres	0.40
Basin/Partial Landscaped Acres	0.00
Storm Drainage Miles	1.17
Bike Path Square Footage	0
Street Lights	40

/1 Only includes the single family residential component of the Stone Ridge South Project. The future apartment complex will be annexed into the CFD at a later date as a separate Improvement Area.

Sources: City of Merced; Goodwin Consulting Group, Inc. 1/27/2020

Table 2
City of Merced Services CFD Annexation #14
Project Specific Analysis
City Cost and Allocation Data

	Landscaping Maintenance	Storm Drainage Maintenance
Expenditures /1	$341,749	$464,196
Dwelling Unit Equivalents (DUEs)		
Residential DUEs (per Dwelling Unit)		
Single Family	1.00	1.00
Multi-Family	0.88	0.33
Non-Residential DUEs (per 1,000 SF)		
Retail	0.28	0.77
Office	0.32	0.64
Industrial	0.12	0.55
Cost Factors /2		
Landscaped Acres	17	
Storm Drainage Miles		36
Annual Cost per Acre (Full Landscape)	$26,134	
Annual Cost per Storm Drainage Mile		$16,763
Additional Cost Factors /2		
Annual Cost per Acre (Basin/Partial Landscape) /3	$19,600	
Annual Bike Path Maintenance Cost per Square Foot	$0.25	
Annual Street Light Maintenance Cost per Street Light	$136	
Annual Storm Pump Maintenance Cost		$17,680
Annual Basin Maintenance Cost		$5,200

/1 Expenditures include costs associated with the following budget categories: personnel, supplies and services, non-capital acquisitions, administrative, and interdepartmental services.

/2 A 30% factor is added to each cost to account for the effects of prevailing wage.

/3 Equals 75% of the cost per full landscaped acre.

Sources: City of Merced 2005-06 Annual Budget; City of Merced; City of Merced Public Facilities Financing Plan; DPFG; Goodwin Consulting Group, Inc. *1/27/2020*

Table 3
City of Merced Services CFD Annexation #14
Project Specific Analysis
Landscaping, Street Light, and Basin Maintenance

	Stone Ridge South
Land Uses & DUEs	
Residential (Dwelling Units)	
Single Family	160
Multi-Family	0
Non-Residential (Square Feet)	
Retail	0
Office	0
Industrial	0
Dwelling Unit Equivalents	160
Annual Costs	
Full Landscape	$10,334
Street Light Maintenance	$5,424
Basin/Partial Landscape	$0
Bike Path Maintenance	$0
Total Cost	$15,757
Cost per DUE	$98
Special Tax Rates	
Residential (per Dwelling Unit)	
Single Family	$98
Multi-Family	$87
Non-Residential (per 1,000 SF)	
Retail	$28
Office	$32
Industrial	$12
Annual Special Tax Revenue	
Residential	
Single Family	$15,757
Multi-Family	$0
Non-Residential	
Retail	$0
Office	$0
Industrial	$0
Total Revenue	$15,757

Source: Goodwin Consulting Group, Inc. *1/27/2020*

Table 4
City of Merced Services CFD Annexation #14
Project Specific Analysis
Storm Drainage Maintenance

	Stone Ridge South
Land Uses & DUEs	
Residential (Dwelling Units)	
Single Family	160
Multi-Family	0
Non-Residential (Square Feet)	
Retail	0
Office	0
Industrial	0
Dwelling Unit Equivalents	160
Annual Costs	
Storm Drain Maintenance	$19,683
Share of Stone Ridge South Storm Pump & Basin /1	$14,628
Total Cost	$34,311
Total Cost per DUE	$214
Special Tax Rates	
Residential (per Dwelling Unit)	
Single Family	$214
Multi-Family	$70
Non-Residential (per 1,000 SF)	
Retail	$165
Office	$138
Industrial	$118
Annual Special Tax Revenue	
Residential	
Single Family	$34,311
Multi-Family	$0
Non-Residential	
Retail	$0
Office	$0
Industrial	$0
Total Revenue	$34,311

/1 63.9% of the storm pump maintenance cost and basin maintenance cost are associated with the single family residential component of the Stone Ridge South project.

Sources: City of Merced; Goodwin Consulting Group, Inc. *1/27/2020*

Table 5
City of Merced Services CFD Annexation #14
Project Specific Analysis
Total Special Taxes (FY 2005-06)

Land Use	Stone Ridge South
Citywide Services	
Residential (per Dwelling Unit)	
Single Family	$433
Multi-Family	$408
Non-Residential (per 1,000 SF)	
Retail	$0
Office	$0
Industrial	$0
Project-Specific Services /1	
Residential (per Dwelling Unit)	
Single Family	$391
Multi-Family	$196
Non-Residential (per 1,000 SF)	
Retail	$241
Office	$211
Industrial	$162
Total - All Services	
Residential (per Dwelling Unit)	
Single Family	$824
Multi-Family	$603
Non-Residential (per 1,000 SF)	
Retail	$241
Office	$211
Industrial	$162

/1 A 25% factor is added to each project specific special tax to account for a cost contingency and a sinking fund component to build a reserve for equipment and facility replacement, as well as annual administration.

Source: Goodwin Consulting Group, Inc. *1/27/2020*

City of Merced
Community Facilities District No. 2003-2
(Services)

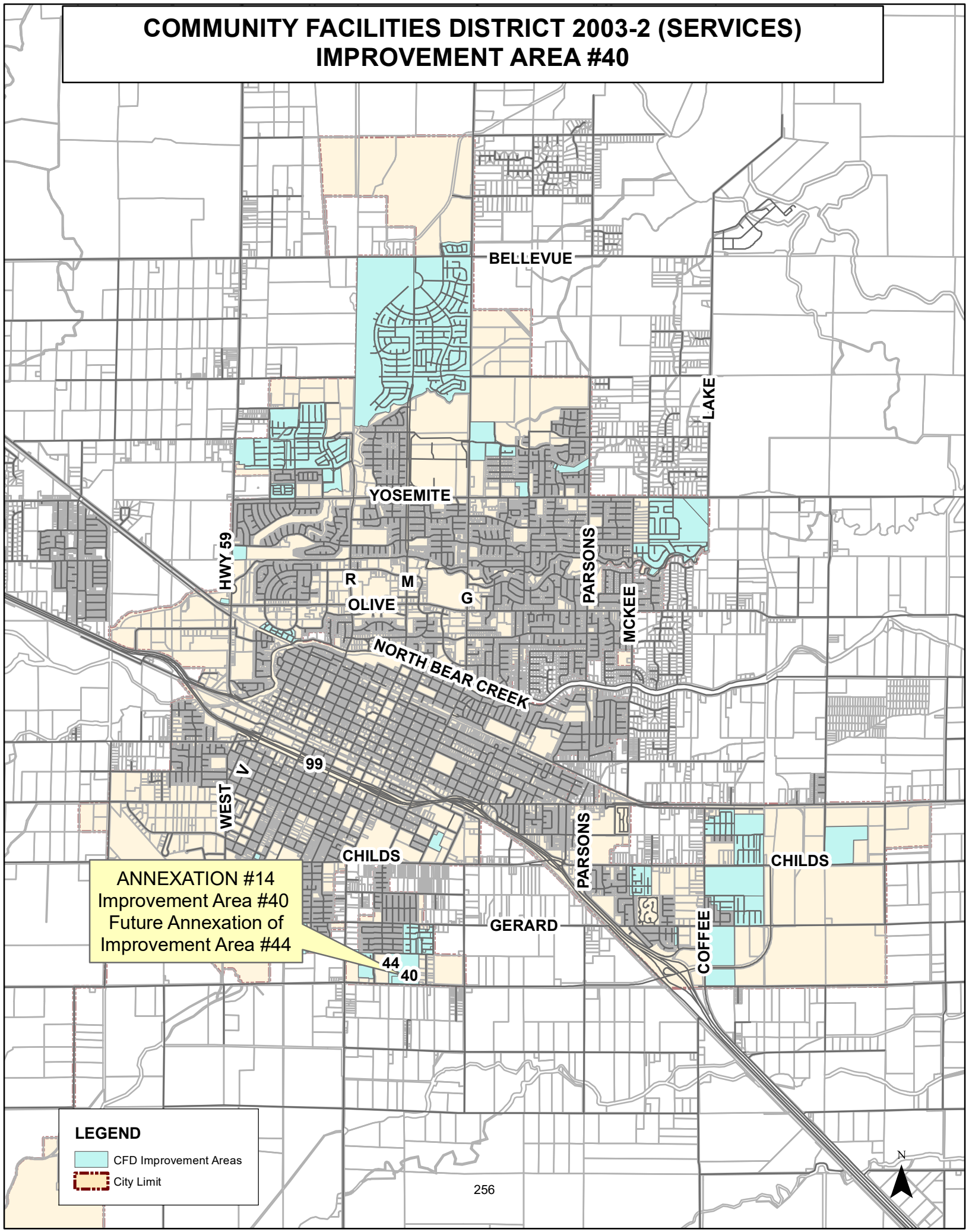
Fiscal Year 2019-20
Maximum Special Tax Rates

Improvement Area	Single Family Residential (per Unit)	Multi-Family Residential (per Unit)	Retail (per 1,000 sq. ft.)	Office (per 1,000 sq. ft.)	Industrial (per 1,000 sq. ft.)	Other (per 1,000 sq. ft.)
1	$782.54	$679.72	$91.38	$84.24	$57.12	$91.38
2	$919.64	$769.70	$157.08	$147.08	$97.10	$157.08
3	$846.80	$731.14	$114.24	$108.52	$68.54	$114.24
4	$869.66	$742.56	$127.08	$119.94	$77.10	$127.08
5	$698.30	$612.62	$61.40	$52.82	$41.40	$61.40
6	$748.28	$676.88	$57.12	$57.12	$31.40	$57.12
7	$1,001.04	$856.80	$165.64	$164.22	$95.66	$165.64
8	N/A	N/A	N/A	N/A	N/A	N/A
9	$918.20	$776.84	$149.94	$141.36	$91.38	$149.94
10	$685.44	$609.76	$49.98	$44.26	$32.84	$49.98
11	$911.06	$773.98	$144.22	$137.08	$87.10	$144.22
12	$625.46	$572.62	$19.98	$17.12	$14.28	$19.98
13	$846.80	$672.58	$165.64	$142.80	$114.24	$165.64
14	$719.72	$614.04	$81.38	$69.96	$57.12	$81.38
15	$901.08	$782.54	$124.22	$122.80	$71.40	$124.22
16	$791.60	$672.58	$106.56	$96.86	$69.18	$106.56
17	$730.72	$606.16	$101.02	$84.42	$71.96	$101.02
18	$884.34	$732.10	$152.22	$138.38	$98.26	$152.22
19	$599.24	$564.64	N/A	N/A	N/A	N/A
20	$599.24	$564.64	N/A	N/A	N/A	N/A
21	$956.30	$758.40	$206.20	$184.06	$135.62	$206.20
22	$1,040.72	$862.18	$203.42	$193.74	$123.16	$203.42
23	$1,071.16	$823.44	$268.48	$240.80	$177.14	$268.48
24	$1,007.50	$838.66	$189.60	$179.90	$114.86	$189.60
25	$1,264.92	$1,019.96	$301.68	$289.24	$181.28	$301.68
26	$1,310.58	$1,028.26	$311.38	$297.54	$186.82	$311.38
27	$1,154.20	$968.76	$229.72	$226.96	$131.46	$229.72
28	$1,310.58	$1,028.26	$311.38	$297.54	$186.82	$311.38
29	$1,395.00	$1,054.56	$406.86	$375.04	$257.40	$406.86
30	$899.56	$770.84	$134.24	$128.70	$80.26	$134.24
31	$238.02	$192.36	$81.64	$85.80	$41.50	$81.64
32	$1,367.32	$1,230.32	$222.80	$250.48	$98.26	$250.48
33	$1,563.84	$1,324.42	$348.74	$359.82	$184.06	$359.82
34	$1,176.34	$1,026.88	$202.04	$210.34	$103.78	$210.34
35	$751.48	$662.90	$73.34	$69.18	$45.66	$73.34
36	$802.68	$668.44	$123.16	$107.94	$81.64	$123.16
37	TBD	TBD	TBD	TBD	TBD	TBD
38	TBD	TBD	TBD	TBD	TBD	TBD
39	TBD	TBD	TBD	TBD	TBD	TBD
40	$1,140.36	$834.50	$333.52	$292.00	$224.18	$333.52
41	TBD	TBD	TBD	TBD	TBD	TBD
42	TBD	TBD	TBD	TBD	TBD	TBD
43	TBD	TBD	TBD	TBD	TBD	TBD
44	TBD	TBD	TBD	TBD	TBD	TBD

ATTACHMENT 1

BOUNDARY MAP
AND IMPROVEMENT AREAS OF
CITY OF MERCED
COMMUNITY FACILITIES DISTRICT NO. 2003-2
(SERVICES)

COMMUNITY FACILITIES DISTRICT 2003-2 (SERVICES)
IMPROVEMENT AREA #40



ADMINISTRATIVE REPORT

Agenda Item I.14. Meeting Date: 3/16/2020

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

SUBJECT: Approval of Street Closure Request #20-03 (Lao Association, with United Way of Merced) for Use of West Main Street Between H and M Streets, Canal Street Between Arbor Lane and West Main Street, and Bob Hart Square, for the Lao New Year Celebration Event on April 18, 2020 from 8:00 AM to 6:00 PM

REPORT IN BRIEF

The Lao Association, with co-sponsor United Way of Merced, is requesting the closure and use of West Main Street between H and M Streets, Canal Street between Arbor Lane and West Main Street, and Bob Hart Square for a celebration of the Lao culture, to include a procession, on Saturday, April 18, 2020, from 8:00 a.m. to 6:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of West Main Street, between H and M Streets (including Canal Street between West Main Street and Arbor Lane and Bob Hart Square), from 8 a.m. to 6 p.m. for the Vendor Fair event, and West Main Street, between H Street and Martin Luther King Jr. Way, from 8 a.m. to 12:30 p.m. (approximately) for the float parking and set-up, on Saturday, April 18, 2020, subject to the details and conditions outlined in the administrative staff report.

ALTERNATIVES

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

AUTHORITY

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

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

(e) Temporarily closing a portion of any street for celebrations, processions, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and

protection of persons who are to use that portion of the street during the temporary closing."

CITY COUNCIL PRIORITIES
Not applicable.

DISCUSSION
Requested Streets

The specific streets and times of closure for this two-part event to be held on Saturday, April 18, 2020, are listed as follows:

Street Closure with Vendor Fair:
- Streets: W. Main Street, between M Street and Martin Luther King Jr. Way (MLK Jr. Way) - including Canal Street, from W. Main Street to Arbor Lane (Attachment 2).
- Closure time requested: 8:00 a.m. to 6:00 p.m.
- Details provided within the event description.

Procession and Cultural Performances:
- Streets: W. Main Street, between I and H Streets (to be used for parking the floats prior to the procession); and W. Main Street between I Street and MLK Jr. Way (to be used to migrate the floats toward the main event area from the staging area) (Attachment 3).
- Closure time requested: 8:00 a.m. to 12:30 p.m., approximately.
- Details provided within the event description.

Background

Shortly after the Vietnam War, Laotian refugees began arriving in the United States. According to the U.S. Census estimates, by 1980, the Laotian population in the United States reached 47,683, a number which more than tripled by 1990, to 147,375. In the 1980's, more than 10,000 of those Laotian refugees settled in the farming communities of the Central Valley, enriching its already-diverse population, and Merced was no exception.

In 1987, the Lao Association of Merced, in an effort to both preserve and showcase the rich cultural heritage of Laos, held Merced's first Lao New Year celebration, and again the following year. However, since then, the event has not been held on a consistent basis. The applicant, Sue Emanivong/Lao Association, along with Co-Sponsors, have hosted the parade over the years and until recently have evolved the parade into a more interactive event, the most recent being in 2019. They seek to continue this request every year in April.

Event Description

The resurrected Lao New Year Celebration will contain two parts: a vendor fair, with food booths from different vendors, hosted by the Lao Association of Merced, and a procession, followed by cultural dance performances in front of Bob Hart Square at the Canal and W. Main Street intersection.

Vendor Fair

As aforementioned, the requested streets for this part of the event is W. Main Street between M Street and MLK Jr. Way; and Canal Street between W. Main Street and Arbor Lane (the alley between W. Main Street and W. 18th Street) (Attachment 2). Streets will close at 8:00 a.m. on April 18, 2020, and fully reopen by 6:00 p.m. The event itself is scheduled from 10:00 a.m. to 6:00 p.m.

After the closure of the street, Vendors will begin setting up for the day on both sides of W. Main Street (Attachment 2), leaving a 22-foot-wide clearance area for emergency services.

During the vendor fair, there will be a water blessing ceremony, to promote luck and prosperity in the New Year, held in Bob Hart Square Park.

The vendor fair will be open during the procession and performance portion of the event and will end by approximately 6:00 p.m.

Procession and Cultural Performances

The requested streets for the procession portion of the event are: W. Main Street from Canal Street to H Street (Attachment 3). Streets will close at 8:00 a.m. on April 18, 2020, with the area between MLK Jr. Way and H Street to be re-opened at approximately 12:30 p.m., after the procession commences.

The procession will begin at 10:00 a.m. Floats will proceed from H Street, along W. Main Street and turn onto Canal Street. The floats will then park along both sides of Canal Street (leaving a 22-foot-wide clearance area for emergency services) and remain for the duration of the vendor fair, so event participants can take pictures in front of them. After the floats are parked, dancers that were riding on the floats will assemble and perform for spectators in the intersection of W. Main Street and Canal Street, in front of Bob Hart Square.

As stated above, at approximately 12:30 p.m., following the procession, barricades on W. Main Street from Martin Luther King Jr. Way to H Street will be removed, reopening those streets, and adjacent businesses, to through traffic. Barricades will remain on W. Main Street from M Street to MLK Jr. Way, and Canal Street from W. Main Street to Arbor Lane, for the Vendor Fair.

At least seventy-two hours (three days) prior to the street closures, the event organizers are required to notify nearby businesses and residences within one half-mile of the affected streets (Condition #8). To ensure this is done, event organizers are now required to provide staff with confirmation that this notification was given. To accomplish this, staff has prepared a standard form that the Event Sponsor shall complete, photocopy, and distribute to businesses and residences within the stated area (Attachment 4). A copy of this form shall also be signed and submitted to Planning Department staff, affirming that the required businesses and residences were notified.

Conditions of Approval

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

1. By applying for the street closure request, the Permittee shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

2. Prior to engaging in the event, Event Sponsor shall provide the City with a Certificate of Liability Insurance evidencing coverage in an amount of no less than $500,000 for property damage and $500,000 for personal injury or a minimum combined single limit coverage of $500,000. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this coverage, naming the City of Merced, its Officers, Employees, and Agents as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City. Certificates of Insurance shall also be provided for Automobile insurances of all automobiles used for the event. If the Event Sponsor has any employee(s), full workers' compensation insurance shall be provided with a limit of at least $100,000 for any one person as required by law.

3. The applicant shall obtain, at its sole cost and expense, special events coverage insuring the City and its officer, employees, volunteers, and agents from any and all claims relating to the project. Special events coverage may be obtained through private insurance or is available through application with the City Clerk's office three weeks prior to the event.

4. Failure to comply with any law, rule, or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.

5. The applicant shall comply with all applicable statues, ordinances, rules, regulations, etc., including all requirements of the City of Merced Fire Department.

6. Event Sponsor shall be responsible for placing and removing all traffic barricades and posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicle(s) per California Vehicle Code Section 22651(m). All barricades and signs shall be removed by the Event Sponsor immediately following end of the event.

7. Event Sponsor shall be responsible for dismantling and removing all equipment, temporary

structures, trash, and other debris within and around the closure area generated by the event prior to the expiration of the closure permit.

8. Event Sponsor shall contact all businesses and residences affected by the street closure(s), advising them of the hours, conditions, and reason thereof within one half-mile of the encroachment area at least seventy-two (72) hours prior to the event. Event Sponsor shall provide the City confirmation that the proper notification was given (Attachment 4).

9. Adequate supervision and security throughout the event perimeter shall be provided by the Event Sponsor to ensure the safety of event participants and the public, as required by the Police Department.

10. Event Sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path into and through the closure area at all times via movable barriers. Fire hydrant access shall not be blocked at any time whatsoever.

11. The Merced City Police Department or their designee has the authority to immediately cancel all activities requested with this street closure if there is a police or other emergency incident in the area. Application fees are non-refundable.

12. Event Sponsor shall be responsible for removing all equipment, trash and debris, including removal of “no parking” signs, within and around the closure area that is generated from the event prior to the expiration of the closure permit.

13. Alcoholic beverages may not be served or sold at this event.

14. Noise from music or other activities shall be kept to reasonable levels so as not to disturb the nearby residential areas.

15. Event Sponsor shall be responsible for ensuring that all independent vendors and services involved with the event obtain or already possess a current City of Merced business license.

16. Event Sponsor and all food and drink vendors and caterers shall comply with all requirements of the Merced County Environmental Health Department with regards to the preparation and serving of food and drink.

17. The applicant/Event Sponsor shall arrange and pay for special event City Refuse service, or provide other suitable means for trash collection, as deemed appropriate by the City of Merced Public Works/Refuse Division.

18. Event Sponsor shall be responsible for making timely arrangements with the City’s Public Works staff to turn on electrical power supply, if needed, in Bob Hart Square Park prior to the event on Saturday, and for turning the supply off after the event.

19. The City no longer provides power to street closures. The Event Sponsor shall be responsible for providing their own generators, if needed, for the vendor tables and activities occurring within the

street closure area on W. Main Street and Canal Street.

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

IMPACT ON CITY RESOURCES

The street closure event will be run entirely by volunteers, with hired security by a local guard company.

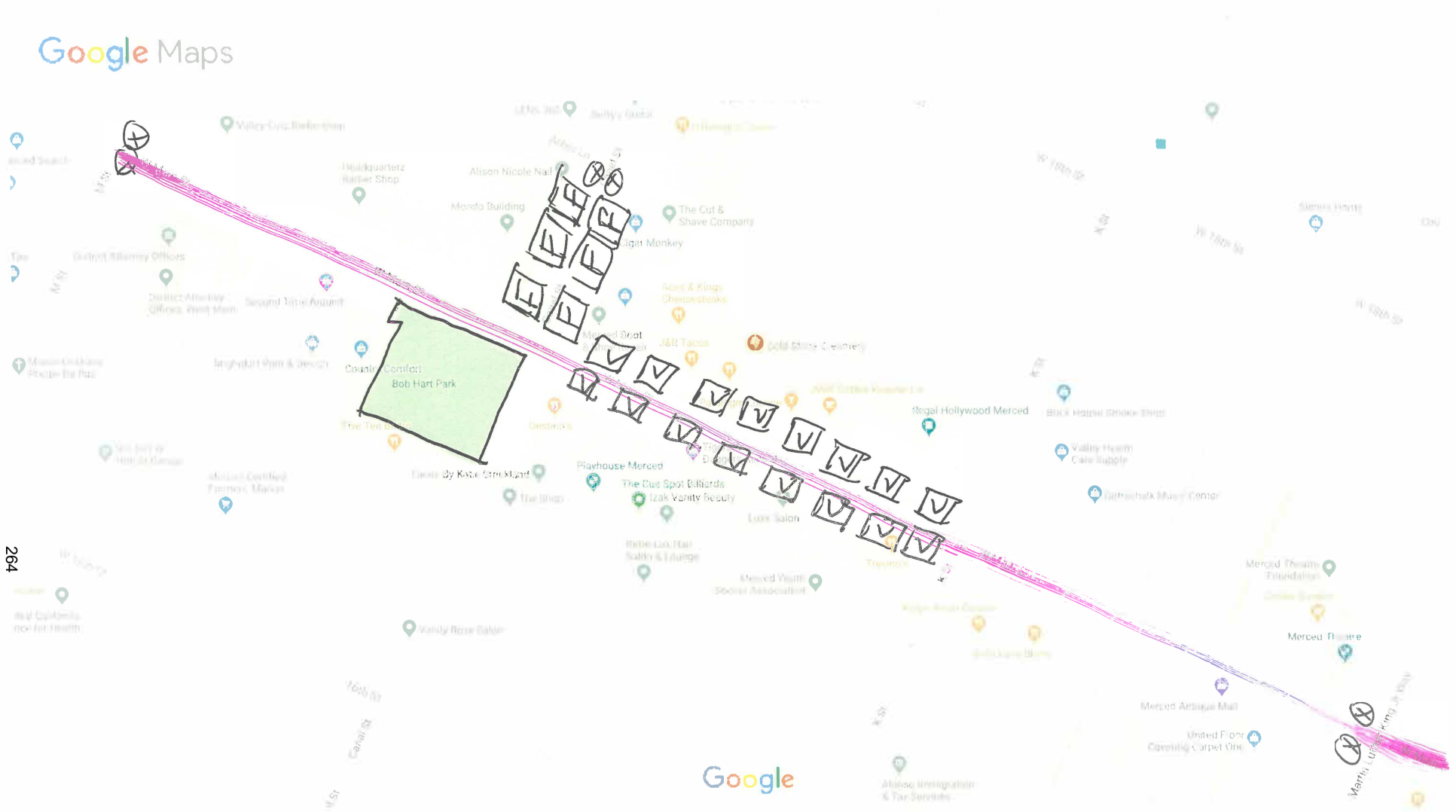
With the extension of the street closure to include W. Main Street (from MLK Jr. Way to H Street), the applicant is not requesting assistance from the Police Department; they plan to use volunteers for traffic control.

There will be a small impact to the Public Works Department, as special event refuse service will be requested by the Event Sponsor and may request power in Bob Hart Square. Vendors will have their own power sources if needed for the vendor fair along W. Main Street and Canal Street.

ATTACHMENTS

1. Location Map
2. Vendor Fair Site Plan
3. Float Staging Area & Procession Site Plan
4. Notice of Pending Street Closure form

21ST ST
20TH ST
19TH ST
CANAL ST
M ST
K ST
18TH ST
MARTIN LUTHER KING JR WAY
I ST
263
Bob Hart Square
Merced Theater
MAIN ST
Area for Parade Float Park & Set-Up prior to event
H ST
16TH ST
CANAL ST
15TH ST
ATTACHMENT 1
N



BOB HART SQUARE = WATER FESTIVITIES.

V = VENDORS

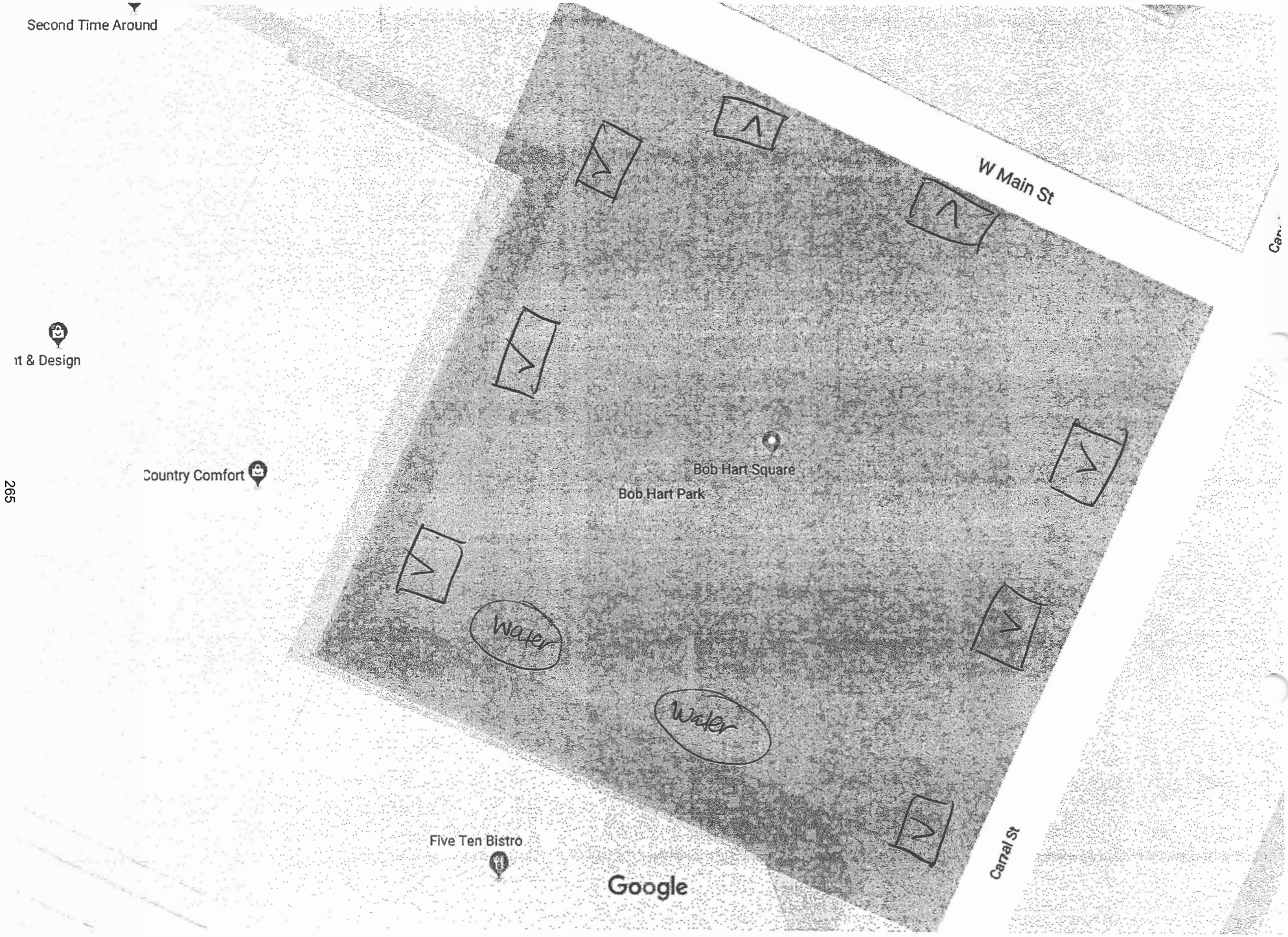
F = FOOD VENDORS

B = BARRICADES

Home
Set location

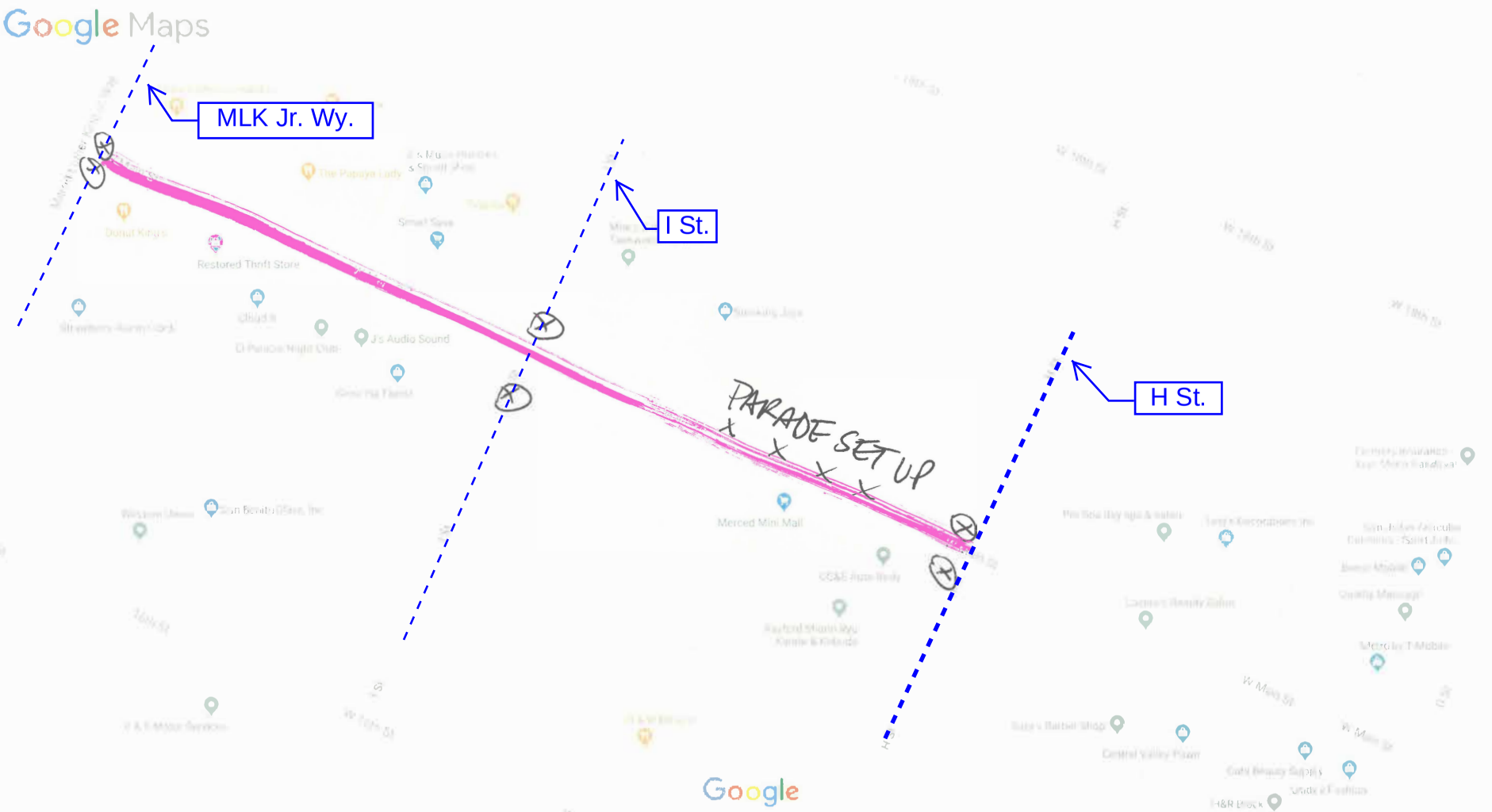
Street closure

ATTACHMENT 2
264



V = vendors

water - Tubs of water for Blessing



266

(V) = VENDORS
(F) = FOOD VENDORS
(X) = BARRICADES

= PARADE ROUTE

Float set up starts at 10am
Street closure 8am - 1pm

Home
Set location

Parade

ATTACHMENT 3

NOTIFICATION OF PENDING STREET CLOSURE

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

Name of Event: _____ **Type of event (parade, etc.):** _____

Contact Person: _____ **Phone Number:** _____

Date(s) of closure: _____ **Time:** between _____am/pm and _____am/pm

Streets to be closed: _____

_____

Other streets with restricted access: _____

_____

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

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

NOTIFICATION OF PENDING STREET CLOSURE

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

Name of Event: _____ **Type of event (parade, etc.):** _____

Contact Person: _____ **Phone Number:** _____

Date(s) of closure: _____ **Time:** between _____am/pm and _____am/pm

Streets to be closed: _____

_____

Other streets with restricted access: _____

_____

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

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

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

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

Signed _____ Title: _____ Date: _____

ATTACHMENT 4

ADMINISTRATIVE REPORT

Agenda Item I.15. Meeting Date: 3/16/2020

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

SUBJECT: Approval of Street Closure Request #20-04 by the Sacred Heart Catholic Church to Host the "Stations of the Cross" Reenactment and the Silent March for Good Friday on April 10, 2020, from 4:00 p.m. to 5:00 p.m., for the Live Stations of the Cross Reenactment and from 7:00 p.m. to 8:00 p.m., for the Silent March on Canal Street Between West 11th and 13th Streets; West 11th Between Canal and M Streets; M Street Between West 11th and 13th Streets; West 12th Street Between M and Canal Streets; and the Alleyway Behind Sacred Heart Catholic Church

REPORT IN BRIEF

Considers approving a request by the Sacred Heart Catholic Church for the closure and use of City streets on April 10, 2020, for the Stations of the Cross Reenactment. The request seeks approval to close Canal Street (between West 13th and West 11th Streets), West 11th Street (between Canal and M Streets), M Street (between West 11th and West 13th Streets), West 12th Street (between M and Canal Streets) and the alleyway behind the church located between W. 13th and 12th Streets on Friday, April 10, 2020, from 4:00 p.m. to 5:00 p.m. and from 7:00 p.m. to 8:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the closure of Canal Street (between West 11th Street and West 13th Street), West 11th Street (between Canal Street and M Street), M Street (between West 11th Street and West 13th Street), West 12th Street (between M Street and Canal Street) and the alleyway behind the church located between W. 12th Street and 13th Street, as requested by Sacred Heart Catholic Church, on Friday, April 10, 2020, from 4:00 p.m. to 5:00 p.m. and from 7:00 p.m. to 8:00 p.m.; subject to the conditions outlined in the administrative staff report.

ALTERNATIVES

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

AUTHORITY

City of Merced Charter Section 200; California Vehicle Code (CVC) Sections 21100(a) and 21101(e), the latter as follows:

"21101. Local authorities, for those highways under their jurisdiction, may adopt rules and

regulations by ordinance or resolution on the following matters:

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

CITY COUNCIL PRIORITIES
Not applicable.

DISCUSSION
Event Description

Sacred Heart Catholic Church requests the street closures to host two religious activities associated with Good Friday on April 10, 2020. As with other Catholic churches honoring this day, these activities include a "Stations of the Cross" procession. The procession will stop and start intermittently in order to perform certain scenes in the Passion of the Christ. This procession will begin at 4:00 p.m. and will last approximately one hour. Additionally, the Silent March for Good Friday will be a slow walk through the closure area and will also last approximately one hour. This march will begin at 7:00 p.m.

The “Stations of the Cross” reenactment and the Silent March for Good Friday are two separate activities held in connection with Good Friday remembrances. The congregation expects an attendance of approximately 800 people for both events. Food or alcohol will not be served at this event.

Street Closure Details

Requested street closure times are as follows:
- “Stations of the Cross”: Friday, April 10, 2020; 4:00 p.m. to 5:00 p.m.
- Silent March for Good Friday: Friday, April 10, 2020; 7:00 p.m. to 8:00 p.m.

Requested street closure locations
- Canal Street, between West 11th Street and West 13th Street
- 11th Street, between Canal Street and M Street
- M Street, between West 11th Street and West 13th Street
- 12th Street, between M Street and Canal Street
- The alleyway behind the church, between 12th Street and 13th Street

Route (both events will use the same route):

The route will begin from the alley between W. 13th/W. 12th/M/Canal Streets (adjacent to the church), then proceed east to Canal Street, south to W. 11th Street, west to M Street, north to W. 12th Street, and end the procession by entering the church office's parking lot (519 W. 12th Street), and returning to the front of the church. All streets will be fully open during the hours of 5:00 p.m. and

7:00 p.m. between activities.

The affected streets will be closed as the processions move through the loop and then will be reopened when the streets are clear for traffic. Barricades will be used to block off all streets. Traffic control will be provided at the surrounding six intersections by church volunteers and overseen by at least two traffic officers from the Merced Police Department to ensure the safety of participants.

At least seventy-two hours (three days) prior to the street closures, the event organizers are required to notify nearby businesses and residences within one-half mile of the affected streets (Condition #5). To ensure this is done, event organizers are required to provide staff with confirmation that this notification was given. To accomplish this, staff has prepared a standard form that the event sponsor shall complete, photocopy, and distribute to businesses and residences within the stated area (Attachment 2). A copy of this form shall also be signed and submitted to Planning Department staff, affirming that the required businesses and residences were notified.

Conditions of Approval

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

1. By applying for the street closure request, the Permittee shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

2. Prior to engaging in the event, Event Sponsor shall provide the City with a Certificate of Liability Insurance evidencing coverage in an amount of no less than $500,000 for property damage and $500,000 for personal injury or a minimum combined single limit coverage of $500,000. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this coverage, naming the City of Merced, its Officers, Employees, and Agents as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City. Certificates of Insurance shall also be provided for Automobile insurances of all automobiles used for the event. If the Event Sponsor has any employee(s), full workers' compensation insurance shall be provided with a limit of at least $100,000 for any one person as required by law.

3. Failure to comply with any law, rule, or regulation applicable to the use of said streets shall be

grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.

4. Event sponsor shall be responsible for placing and removing all traffic barricades and posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicle(s) per California Vehicle Code Section 22651(m).

5. Event sponsor shall contact all businesses and residences affected by the street closures, advising them of the hours, conditions, and reason thereof within one-half mile of the closure area at least seventy-two (72) hours prior to the event. Event Sponsor shall provide the City with confirmation that the proper notification was given (Attachment 2).

6. Event sponsor shall provide emergency vehicles access to and through the interior of the closure area at all times. Fire hydrant access shall not be blocked at any time whatsoever.

7. In addition to the traffic control provided by the Merced Police Department, the Event Sponsor shall provide traffic monitors at the frequency of 3-4 volunteers each City block throughout the closure area in order to safely and efficiently move the activities through the closure areas. Each traffic monitor shall wear a safety vest for visibility and, at night, shall carry a flashlight.

8. Prior to and for the duration of each activity, safety monitors shall be stationed at the east and west ends of each affected alley to ensure vehicles cannot enter or exit as participants walk by. Additionally, temporary barricades (i.e. safety cones, etc.) at the alleys are required.

9. Safety monitors, with aid of the Merced City Police Department if necessary, shall close and reopen the streets one block in advance and one block behind the Stations of the Cross procession and Silent March as they move through each City block.

10. The Merced City Police Department or their designee has the authority to immediately cancel all activities requested with this street closure if there is a police or other emergency incident in the area. Application fees are non-refundable.

11. Event sponsor shall be responsible for removing all equipment and disposing of any trash and debris within and around the closure area that is generated from the event prior to the expiration of the closure permit.

12. Alcoholic beverages may not be served or sold at this event.

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

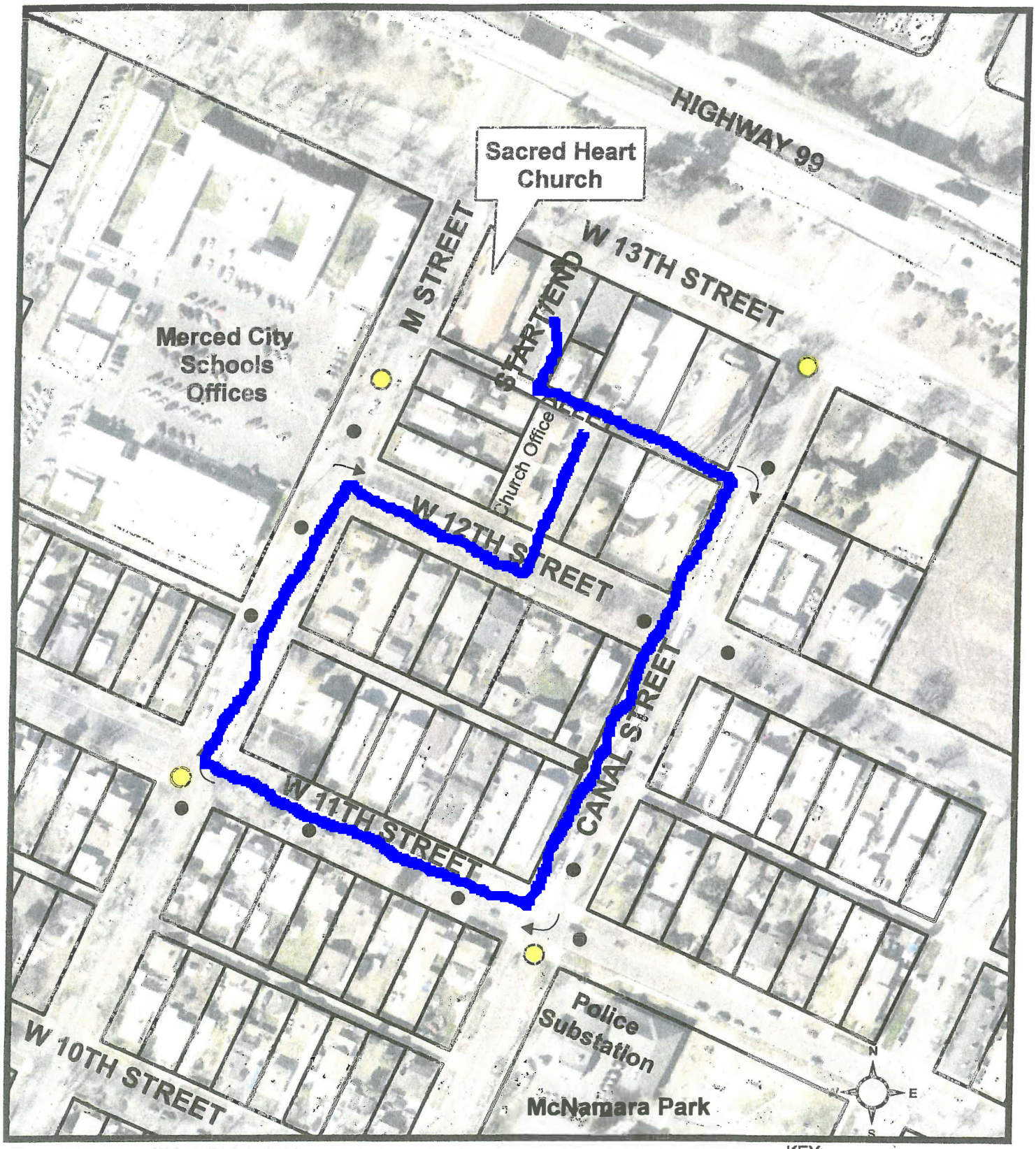
IMPACT ON CITY RESOURCES

No appropriation of funds is needed. However, Police Department personnel will provide some traffic control at the event, diverting police resources from other areas of the City. Whereas, in the past, the Police Department has provided upwards of 6 officers to aide in this event, it has been the opinion of

the Police Department that 2 officers, accompanied by the Church volunteers, will be just as effective.

ATTACHMENTS

1. Street Closure Area
2. Notification of Pending Street Closure



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

ROUTE: STATIONS OF THE CROSS: & SILENT MARCH
Street Closure #: 20-04
Sacred Heart Catholic Church
APRIL 10, 2020
4:00 pm - 5:00 pm & 7:00 pm - 8:00 pm

KEY:
● = Church Traffic Monitors
● = Police Positions
(Locations approximate)

"Rolling Closure"
Clockwise route
Subject to change by Police as needed on day of event

ATTACHMENT 1

NOTIFICATION OF PENDING STREET CLOSURE

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

Name of Event: Good Friday Services **Type of event (parade, etc.):** Live Station of the Cross

Contact Person: Eduwiges Guzman **Phone Number:** (209) 383-6604

Date(s) of closure: April 10, 2020 **Time:** between 4:00 am/(pm) and 5:00 am/(pm)
7:00 pm to 8:00 pm

Streets to be closed: Canal street (from 13th to 11th)
11th st (from Canal to M st) M st (11th to 13th) 12th (From M st to Canal)

Other streets with restricted access: Alley behind Church

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

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

NOTIFICATION OF PENDING STREET CLOSURE

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

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Contact Person: Eduwiges Guzman **Phone Number:** (209) 383-6604

Date(s) of closure: April 10, 2020 **Time:** between 4:00 am/(pm) and 5:00 am/(pm)
7:00 pm 8:00 pm

Streets to be closed: Canal street (from 13th to 11th)
11th st (from Canal to M st) M st (11th to 13th) 12th (from M st to Canal)

Other streets with restricted access: Alley Behind Church.

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

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

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

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

Signed [signature] Title: Priest Date: 1/29/20

ATTACHMENT 2

ADMINISTRATIVE REPORT

Agenda Item I.16. Meeting Date: 3/16/2020

Report Prepared by: *Monique Gama, Recycling Coordinator - Public Works*

SUBJECT: Second Reading and Final Adoption of Ordinance to Amend Chapter 8.04 - Garbage and Rubbish

REPORT IN BRIEF
Second reading and final adoption of an Ordinance to amend Chapter 8.04 - Garbage and Rubbish.

RECOMMENDATION
City Council - Adopt a motion adopting **Ordinance 2514**, an Ordinance of the City Council of the City of Merced, California, Amending Chapter 8.04, "Garbage and Rubbish," of the Merced Municipal Code.

ALTERNATIVES
1. Approve; or,
2. Deny; or,
3. Continue action until a future City Council meeting, specifying date.

AUTHORITY
City of Merced Charter Article II, Section 200 - Powers and Article IV, Section 405 - Powers Vested in the City Council, Proposition 218, and Merced Municipal Code Chapter 8.04 - Garbage and Rubbish.

CITY COUNCIL PRIORITIES
As provided for in the Fiscal Year 2019/2020 Adopted Budget.

DISCUSSION
The City's Solid Waste Collection and Related Services are considered a self-supporting enterprise fund where revenue is derived primarily from solid waste collection service. Rates for collection services were last revised January 2015 with minimally set annual increases through December 2019. While the Solid Waste Division has been maximally efficient with funds and resources, due to operation changes beyond our control and increased costs, the current rate structure is no longer capable of sustaining on-going operations and maintaining appropriate reserves, as a result the City sought to have a solid waste rate study and financial plan analysis.

On June 4, 2018, Council approved an agreement with R3 Consulting Group, Inc., (R3) to produce an amended 5-year revenue program with rate adjustments structured to meet the projected needs of the City, including future growth, capital improvement projects, and achieving adequate reserves.

On December 2, 2019, Council approved the Solid Waste Collection and Related Services Rate Study, selected the revised version of Scenario 3 with an additional 3rd party litter abatement program, a 16% reserve fund balance minimum (approximately two months of operating expenses), and authorized staff to proceed with the Public Notification process following Proposition 218 guidelines with a Public Hearing set for March 2, 2020.

The proposed rates are needed to fund the operational and other costs of the Solid Waste Division. Costs of operation have continued to increase and have contributed to a budgeted deficit of approximately $2.2 million and a reduction in operating reserves. The increase is also needed as a result of the State of California passing legislation that affects solid waste and adds services without funding for those added services. New regulatory changes have come from the California Air Resources Board that impact vehicles, forcing replacement prior to depreciation expectations. In addition, revenues that were generated from collected recyclables have reduced due to the China National Sword Policy, and the cost of processing recyclable has increased.

On January 8, 2020, customers were mailed the City of Merced Notice of Public Hearing on Proposed Rate Increase to Solid, Organic Waste and Recycling Rates in accordance with Proposition 218 guidelines.

At the March 2, 2020 Council meeting, the City Council accepted the proposed rate changes and introduced Ordinance 2514 to amend Chapter 8.04

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Ordinance to Amend Chapter 8.04 - Garbage and Rubbish

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, AMENDING CHAPTER 8.04, "GARBAGE AND RUBBISH" OF THE MERCED MUNICIPAL CODE

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

SECTION 1. AMENDMENT TO CODE. Chapter 8.04, "Garbage and Rubbish," of the Merced Municipal Code is hereby amended to read as follows:

"Chapter 8.04
SOLID WASTE

ARTICLE I.
RULES AND REGULATIONS

Sections:

8.04.010	**Definitions.**
8.04.015	**Use of City's Collection and Disposal Service.**
8.04.020	**Rules Established.**
8.04.025	**Exemptions from Use of Services Provided by the City.**
8.04.030	**Garbage Containers.**
8.04.035	**City Containers.**
8.04.040	**Oversized Solid Waste and Rubbish.**
8.04.050	**Placement of Receptacles.**
8.04.055	**Designated Locations and Days.**
8.04.060	**Scattering, Burying or Burning Garbage.**
8.04.070	**Depositing Rubbish on Another's Premises.**
8.04.080	**Use of Another's Receptacle.**
8.04.090	**Manure—Special Receptacle.**
8.04.100	**Manure—Removal.**
8.04.110	**Disposition of Dead Animals.**

8.04.120 Collection is Duty of Director of Public Works.
8.04.130 Billing and Collection of Fees.
8.04.135 Deposits for Solid Waste Service.
8.04.140 Private Collections of Solid Waste Material Prohibited.
8.04.150 Enforcement of Chapter—Right of Entry.
8.04.160 Solid Waste Accumulation Prohibited.
8.04.170 Condemnation of Receptacles—Notice.
8.04.180 Condemnation of Receptacles—Removal.
8.04.190 Condemnation of Receptacles—Notice of Destruction.
8.04.200 Condemnation of Receptacles—Not a Bar.
8.04.220 Buildings—Design Requirements.

8.04.010 Definitions.

A. Solid Waste. 'Solid Waste,' as used in this Chapter, means and includes table refuse and offal, swill and every accumulation of animal, vegetable and other matter that attends the preparation, consumption, decay, dealing in or storage of meats, fish, fowl, fruits and other foods of whatsoever character and includes all animal and vegetable refuse from kitchens and all household waste that has been prepared for or intended to be used as foods or has resulted from the preparation of food. Dead animals over ten pounds in weight, dish or waste water are not included under solid waste. In addition, solid waste shall consist of rubbish and other waste materials, including tin cans, bottles, chips, wooden ware, paper, pasteboard, rags, straw, shoes, clothing, sawdust, packing material, broken crockery, broken glass, broken bottles, ashes, cinders, shells and metals.

8.04.015 Use of City's Collection and Disposal Service.

Every person who owns or occupies, or is in possession or control of, any property in the City that is developed or used such that solid waste is produced or accumulate thereon shall discard such materials through the regular collection service of the City.

8.04.020 Rules Established.

The following rules, as contained in this Chapter, covering the handling of accumulations of solid waste and other waste matter to be observed by the occupants of places of residence and places of business in the City are established. In addition, the Director of Public Works for the City is authorized to establish administrative guidelines for the implementation of the requirements and standards set forth in this Chapter.

8.04.025 Exemptions From Use of Services Provided by the City.

A. No person shall be required to use the collection services provided by the City if that person can establish to the City's satisfaction that any one (1) of the following conditions are met:

1. That the property the person owns, occupies, possesses, or controls is undeveloped and/or does not produce or accumulate any solid waste;

2. That all solid waste produced or accumulated at the property is disposed of by agreement with and through the use of the approved solid waste container of a person subscribing to the service provided by the City; or

3. That the person self-hauls all solid waste produced on the property, as provided for in this Section.

B. Any person subject to the requirements of this Article who opts to self-haul solid waste that is produced or accumulates on the person's property, as permitted by subsection (A)(3), shall do so subject to the following conditions:

1. The owner, occupant, or manager of a residential property may collect and transport solid waste generated on the property to an authorized disposal facility. Owners, occupants, and managers of residential properties who self-haul such materials, as provided for in this Section, may not contract with anyone other than the City for transport services; and

2. The owner or manager of a commercial or industrial establishment, or the employee of such a person, may collect and transport solid waste generated by the establishment to an authorized disposal facility. Owners and managers of commercial and industrial establishments who self-haul such materials, as provided for in this Section, may not contract with anyone other than the City for transport services.

C. No person exempt from use of the City's solid waste collection service pursuant to this Section shall be subject to the rates and charges for services set forth in Article II of this Chapter or be billed for those rates and charges as provided for in Section 8.04.130.

D. With the exception of those who self-haul solid waste from their property in compliance with this Section, it is unlawful, subject to punishment in accordance with Chapter 1.12 of this Code, for any person other than the City to collect and dispose of solid waste. Except as provided for in this Section, it is unlawful, subject to punishment in accordance with Chapter 1.12 of this Code, for any person to solicit or

attempt to obtain from the owner, occupant, or manager of any property in the City permission to remove solid waste therefrom. The City may revoke any exemption granted pursuant to this Section upon a determination that the factual basis for it no longer exists.

8.04.030 Garbage Containers.

Property owners and tenants shall deposit all solid waste and putrescible matter or mixed solid waste and rubbish in containers which are provided or approved by the City. Containers for solid waste and rubbish should be of an adequate size and in sufficient numbers to contain without overflowing all the solid waste that a household or other establishment generates within the designated removal period. Containers when filled shall not exceed sixty pounds in weight except where mechanical loading systems are used. Containers shall be maintained in a clean, sound condition free from putrescible residue.

8.04.035 City Containers.

Containers which are provided by the City shall be the exclusive containers for deposit of solid waste and putrescible matter and shall be kept in good repair by the customer, reasonable wear and tear excepted. The cost to replace a City container which is lost, damaged, or not returned to the City upon cessation of service shall be charged to the customer.

8.04.040 Oversized Solid Waste and Rubbish.

Solid waste, rubbish or waste matter, except as in this Section provided, shall be kept in receptacles provided therefor between the times when the same shall be removed. Items which cannot conveniently be placed in containers, shall be disposed of by special pickup arranged with the solid waste collection division. Special pickup charges will be billed at the actual cost of labor,

materials, equipment, and landfill charges incurred by the City in providing the service.

8.04.050 Placement of Receptacles.

All receptacles for solid waste, rubbish or waste matter, and all rubbish and waste matter shall be placed by the occupant at the alley in all blocks where a City alley runs through the block, whether or not the occupant's premises abut such alley, for the convenient collection of such solid waste, rubbish or waste matter. All receptacles for solid waste, rubbish or waste matters, upon the day or days designated by the City for collection therefor, shall be placed in a location on such premises designated by the City for the convenient collection of such solid waste, rubbish or waste matter in those blocks in the City where no City alley runs through the block.

Residential curbside solid waste collection customers shall place container(s) provided by City at the curb on the designated day of collection and in a location accessible to solid waste collection trucks.

8.04.055 Designated Locations and Days.

It shall be unlawful, subject to punishment in accordance with Chapter 1.12 of this Code, for any person to place, keep, or cause, or suffer or permit to be placed or kept, any receptacle for solid waste, rubbish, green waste, other waste matter or recyclables upon the any public street, curb, sidewalk, alley or public way except in the location that has been designated by the City, and then only after four p.m. on the day preceding the day designated, and on the day designated by the City for the collection thereof until nine p.m. No aforementioned receptacle shall be stored between collection days in such a manner that it is visible from the public right-of-way.

8.04.060 Scattering, Burying or Burning Garbage.

No person shall throw, place or scatter any solid waste upon the surface of any premises or bury or burn the same thereon.

8.04.070 Depositing Solid Waste on Another's Premises.

No person shall permit or allow any solid, green or organic waste, rubbish or waste matter to be scattered about in his yard or upon the premises occupied by him or to throw or deposit any solid, green or organic waste, rubbish or waste matter upon the premises of any other person, or upon any of the streets, alleys or other public places of the City.

8.04.080 Use of Another's Receptacle.

No person shall place any solid waste, rubbish or waste matter or permit or allow any solid waste, rubbish or waste matter to be placed in the City's or any other person's receptacles without the consent of the City or such other person. No consent is given by the City for any person to place solid waste, rubbish or waste matter in City receptacles intended for use of others.

8.04.090 Manure—Special Receptacle.

No person shall permit or allow any manure to accumulate, be or remain in or about any stable, barn, shed or corral in the City for a longer period than three (3) days; provided, that manure may be kept in a tight box or receptacle with a close-fitting top or cover so that flies or insects cannot get into or have access to such receptacle. The keeping of manure contrary to the provision of this Section is declared to be a nuisance.

8.04.100 Manure—Removal.

The manure kept in any box or receptacle under the provisions of Section 8.04.090 shall be removed and disposed of at least once each month. Any manure so removed must not be stored or gathered into piles within the City unless for immediate use upon the soil therein and when so stored or gathered must be used within two (2) days thereafter.

8.04.110 Disposition of Dead Animals.

Whenever any horse, cow or other animal dies within the limits of the City, the owner or person in whose possession the same may be at the time of its death shall dispose of its carcass in such manner that the same shall not become a nuisance; provided, that the mode and manner of its disposal is to be at all times subject to sanitary regulations and control of the Council of the City and the health officer thereof. All such carcasses must be removed within four hours after the death of the animal, or the Public Works Manager – Operations must be notified where such carcass may be found and he shall remove the same. It shall be the duty of the Public Works Manager – Operations to remove such carcass within twenty-four hours after receiving notice thereof; provided, however, that at the discretion of the City Manager, the duty of collecting and disposing of the carcasses of dead animals may be delegated to Animal Control or any other City employee instead of the Public Works Manager – Operations.

8.04.120 Collection is Duty of Director of Public Works.

It shall be the duty of the Director of Public Works of the City or designee to collect all solid waste and waste matter from the places of residence and places of

business in the City and to dump and deposit such matter so collected as soon after collection as is reasonably possible at the place provided for by the City.

8.04.130 Billing and Collection of Fees.

The Finance Officer shall bill all fees for solid waste disposal to the person liable therefor, in advance, at monthly, bimonthly or such other intervals as the Finance Officer shall determine in the Finance Officer's discretion; except that fees determined on an hourly or volume basis shall be billed in arrears. Such billing shall be included with the utility bill established by the City for sewer and water charges, where the party liable for such solid waste collection bill is the same as the party liable for such sewer and water bill. Utility bills shall be deemed delinquent if not paid by the twentieth day from the bill date, in the case of monthly or other interval bills, or the twentieth of the second month from the bill date in the case of bimonthly bills. In the event of delinquency of the utility bill or any part thereof, the City shall exercise the enforcement procedures set forth in Section 15.32.160. Nothing contained in this Section shall be construed as affecting the personal obligation of the person liable for payment of such charges, nor as limiting the right of the City to commence and prosecute a civil action in any court of competent jurisdiction for recovery of such sums owned to the City, nor as limiting or affecting the right of the City to perfect and foreclose upon any lien on real property which may be created by this section. Each remedy provided in this Code for enforcement of payment of fees or charges or compliance with the terms of this Code is separate and cumulative to each other provision for enforcement, and the same may be exercised separately or cumulatively. If any action is brought by the City to recover any fees or charges owned to the City pursuant to this Code, including but not limited to the collection of utility bills for solid waste collection, sewer service or water service, such action

shall include attorney's fees in a reasonable amount to be determined by such court, but not less than fifty dollars for each such action.

8.04.135 Deposits for Solid Waste Service.

The decision of the City to require a new residential applicant for solid waste service to deposit a sum of money with the City prior to establishing an account and furnishing service shall be based solely upon the creditworthiness of the applicant as determined by the City in accordance with the guidelines set forth in Section 15.32.165.

8.04.140 Private Collections of Solid Waste Material Prohibited.

The City, its duly authorized servants, officers or employees, or any person with whom the City has executed a written contract therefor, shall have the exclusive right to gather and collect solid waste material within the City. Except as otherwise provided in Section 8.04.025, it is unlawful for any other person to collect or gather or remove solid waste material within the City.

8.04.150 Enforcement of Chapter—Right of Entry.

It shall be the duty of the Chief of Police, the Finance Officer, the Director of Public Works and the health officer, or any of their designees, to enforce the provisions of this Chapter, and they shall have the power and authority to enter all premises at and during reasonable hours for the purpose of determining whether or not the provisions of this Chapter are being obeyed.

8.04.160 Solid Waste Accumulation Prohibited.

No person shall have or permit upon any premises owned, occupied or controlled by him, any nuisance

detrimental to health or any accumulation of solid waste, rubbish or waste matter or manure or any carcass of any animal, contrary to the provisions of this Chapter.

8.04.170 Condemnation of Receptacles—Notice.

In the event any solid waste, rubbish or waste matter can or receptacle is found by the enforcement officer, or officers specified in this Chapter, not in compliance with the provisions as set forth in this Chapter, or detrimental to the public health, after an inspection by such enforcement officer, a notice shall be served upon the owner, resident or tenant on the premises on which such can or receptacle is located by the enforcement officer stating that the can or receptacle is condemned and must be removed and replaced by one which complies with the provisions of this Chapter within a period of five (5) days.

8.04.180 Condemnation of Receptacles—Removal.

The notice shall also state that if the can or receptacle is not removed and replaced within the same time, the enforcement officers shall remove the can or receptacle from the premises. The enforcement officer is empowered to condemn and remove from the premises such can or receptacle and upon such removal the owner, resident or tenant shall be liable to the City for the sum of twenty-five dollars ($25.00) to defray the cost of removal thereof, which amount may be added to any fees otherwise provided for in this Chapter.

8.04.190 Condemnation of Receptacles—Notice of Destruction.

In the event the can or receptacle is removed by the enforcement officers, a notice shall be posted in a conspicuous place on the premises stating that the can or receptacle shall be destroyed. If such can or receptacle

shall be held for a period of sixty (60) days after posting and, if no action is commenced to recover possession of such can or receptacle, the same shall be summarily destroyed. If such can or receptacle is held by a court in any such action to be detrimental to the public health the same shall be summarily destroyed immediately after the decision of the court has become final.

8.04.200 Condemnation of Receptacle—Not a Bar.

The exercise of any power under this Article is not to be construed as an exclusive remedy or as an election to proceed under it only and shall not be a bar to any other procedure or prosecution under any Section of this Chapter, the Charter or the laws of the state.

8.04.220 Buildings—Design Requirements.

The design of any new, substantially remodeled or expanded building or other facility shall provide for proper storage or handling which will accommodate the solid waste loading anticipated and which will allow for efficient and safe removal or collection of solid waste. The design shall demonstrate to local land use and building permit issuing authorities that it includes the required provisions.

ARTICLE II.
RATES AND CHARGES

Sections:

8.04.230 Residential—Generally.
8.04.235 New Residential.
8.04.250 Business—Generally.
8.04.260 Business—Fees.
8.04.265 Industrial/Commercial—Surcharge.
8.04.270 Business—Liability.
8.04.280 Extent of Service—Determined by Director of Public Works.
8.04.290 Extent of Service—Residential.

8.04.300 Extent of Service—Downtown.
8.04.310 Extent of Service—Outside of Downtown.
8.04.320 Special Services and Conditions.
8.04.330 Increased Service Requirement Procedure.

8.04.230 Residential—Generally.

The fees and charges for collection of solid waste, street trees, and other wastes from residences is established as follows:

Effective Date:	07/01/2020	07/01/2021	07/01/2022	07/01/2023	07/01/2024
1. Per single-family dwelling unit provided with packout service per unit per month	$115.39	$121.16	$127.22	$133.58	$133.58
2. Per single-family dwelling unit provided with curb line service per unit per month	$31.10	$32.66	$34.29	$36.01	$36.01
3. Per single-family dwelling unit with assisted refuse occupant provided with packout service per month	$31.10	$32.66	$34.29	$36.01	$36.01
4. Per mobile home dwelling unit provided with packout service per unit per month	$111.05	$116.60	$122.43	$128.55	$128.55
5. Per mobile home dwelling unit provided with curb line service per unit per month	$23.72	$24.91	$26.16	$27.46	$27.46
6. For additional curb line containers furnished by the city for a dwelling unit per unit per month or part thereof, not multi units	$19.69	$20.68	$21.71	$22.80	$22.80
7. Residential go-back fee all cans	$25.00	$25.00	$25.00	$25.00	$25.00
8. Residential special pick up fee (includes extra service or refilling of cans)	$25.00	$25.00	$25.00	$25.00	$25.00

9. Can removal fee	$25.00	$25.00	$25.00	$25.00	$25.00
10. Can cleaning fee per request	$25.00	$25.00	$25.00	$25.00	$25.00

8.04.235 New Residential.

Each residential unit for which a building permit is issued on or after August 1, 2008 shall pay an additional one time charge for solid waste, rubbish, street sweeping and street trees, at the time of issuance of said permit as follows:

New single family residential, including mobile homes	$281.51
New multi family development fee is paid per unit	$159.99

8.04.250 Business—Generally.

A. Every business, industrial, or mercantile establishment shall be liable for payments for solid waste service; provided that the Public Works Manager - Operations may combine accounts for businesses in office buildings and in similar cases where equity and justice would require several businesses as one for the purpose of establishing fees.

B. Where more than one account is established for a single container for the convenience of the establishments, a service charge of two dollars and ten cents per month will be charged to each account in addition to the normal pickup fee.

8.04.260 Business—Fees.

The fees and charges for collection of solid waste, rubbish, street trees, street sweeping and other wastes for each business shall be in accordance with the following chart:

Commercial Solid Waste Collection Rates Effective July 1, 2020

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
300 Gallon	$80.32	$143.58	$206.84	$270.09	$333.34	$396.60	$459.86
1 YD	$96.05	$172.69	$249.34	$325.98	$402.63	$479.26	$555.91
1.5 YD	$103.76	$188.11	$272.45	$356.79	$441.12	$525.47	$609.82
2 YD	$122.28	$225.16	$328.06	$430.96	$533.80	$636.68	$739.59
3 YD	$133.28	$247.20	$361.08	$474.98	$588.87	$702.62	$816.68
4 YD	$142.98	$266.65	$390.34	$513.98	$637.66	$761.32	$884.98
6 YD	$166.33	$313.26	$460.17	$607.12	$754.00	$900.95	$1,047.87
8 YD	$188.34	$357.29	$526.24	$695.18	$864.15	$1,033.07	$1,202.02

Commercial Solid Waste Collection Rates Effective July 1, 2021

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
300 Gallon	$88.35	$157.94	$227.52	$297.10	$366.68	$436.26	$505.85
1 YD	$105.65	$189.96	$274.28	$358.58	$442.90	$527.19	$611.50
1.5 YD	$114.13	$206.92	$299.70	$392.47	$485.23	$578.02	$670.80
2 YD	$134.51	$247.68	$360.87	$474.05	$587.18	$700.35	$813.55
3 YD	$146.61	$271.91	$397.19	$522.48	$647.75	$772.88	$898.35
4 YD	$157.27	$293.31	$429.37	$565.38	$701.42	$837.45	$973.47

6 YD	$182.96	$344.59	$506.19	$667.83	$829.40	$991.04	$1,152.65
8 YD	$207.17	$393.02	$578.86	$764.70	$950.56	$1,136.38	$1,322.23

Commercial Solid Waste Collection Rates Effective July 1, 2022

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
300 Gallon	$97.18	$173.73	$250.28	$326.81	$403.34	$479.89	$556.44
1 YD	$116.22	$208.95	$301.70	$394.44	$487.19	$579.90	$672.65
1.5 YD	$125.55	$227.61	$329.67	$431.71	$533.76	$635.82	$737.88
2 YD	$147.96	$272.45	$396.95	$521.46	$645.90	$770.39	$894.91
3 YD	$161.27	$299.11	$436.91	$574.73	$712.53	$850.17	$988.18
4 YD	$173.00	$322.64	$472.31	$621.92	$771.56	$921.19	$1,070.82
6 YD	$201.26	$379.05	$556.81	$734.61	$912.34	$1,090.14	$1,267.92
8 YD	$227.89	$432.32	$636.75	$841.17	$1,045.62	$1,250.02	$1,454.45

Commercial Solid Waste Collection Rates Effective July 1, 2023

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
300 Gallon	$106.90	$191.10	$275.30	$359.49	$443.68	$527.88	$612.08
1 YD	$127.84	$229.85	$331.87	$433.88	$535.91	$637.90	$739.92
1.5 YD	$138.10	$250.37	$362.64	$474.88	$587.13	$699.40	$811.67
2 YD	$162.75	$299.69	$436.65	$573.60	$710.49	$847.43	$984.40

3 YD	$177.40	$329.02	$480.60	$632.20	$783.78	$935.18	$1,087.00
4 YD	$190.30	$354.91	$519.54	$684.11	$848.72	$1,013.31	$1,177.90
6 YD	$221.39	$416.95	$612.49	$808.07	$1,003.57	$1,199.16	$1,394.71
8 YD	$250.67	$475.55	$700.43	$925.28	$1,150.18	$1,375.02	$1,599.89

Commercial Solid Waste Collection Rates Effective July 1, 2024

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
300 Gallon	$106.90	$191.10	$275.30	$359.49	$443.68	$527.88	$612.08
1 YD	$127.84	$229.85	$331.87	$433.88	$535.91	$637.90	$739.92
1.5 YD	$138.10	$250.37	$362.64	$474.88	$587.13	$699.40	$811.67
2 YD	$162.75	$299.69	$436.65	$573.60	$710.49	$847.43	$984.40
3 YD	$177.40	$329.02	$480.60	$632.20	$783.78	$935.18	$1,087.00
4 YD	$190.30	$354.91	$519.54	$684.11	$848.72	$1,013.31	$1,177.90
6 YD	$221.39	$416.95	$612.49	$808.07	$1,003.57	$1,199.16	$1,394.71
8 YD	$250.67	$475.55	$700.43	$925.28	$1,150.18	$1,375.02	$1,599.89

Solid Waste Fees for Commercial Service of a Solid Waste Compacting Container.

Solid Waste Compactor Collection Rates Effective July 1, 2020

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
2 YD	$244.56	$450.33	$656.12	$861.91	$1,067.60	$1,273.37	$1,479.19

3 YD	$266.56	$494.39	$722.16	$949.96	$1,177.73	$1,405.24	$1,633.36
4 YD	$285.95	$533.30	$780.67	$1,027.96	$1,275.31	$1,522.63	$1,769.95

Solid Waste Compactor Collection Rates Effective July 1, 2021

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
2 YD	$269.01	$495.36	$721.73	$948.11	$1,174.36	$1,400.70	$1,627.11
3 YD	$293.22	$543.83	$794.38	$1,044.96	$1,295.51	$1,545.76	$1,796.69
4 YD	$314.55	$586.63	$858.74	$1,130.76	$1,402.84	$1,674.89	$1,946.95

Solid Waste Compactor Collection Rates Effective July 1, 2022

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
2 YD	$295.92	$544.89	$793.91	$1,042.92	$1,291.80	$1,540.77	$1,789.82
3 YD	$322.54	$598.21	$873.82	$1,149.45	$1,425.06	$1,700.33	$1,976.36
4 YD	$346.00	$645.29	$944.61	$1,243.84	$1,543.13	$1,842.38	$2,141.64

Solid Waste Compactor Collection Rates Effective July 1, 2023

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
2 YD	$325.51	$599.38	$873.30	$1,147.21	$1,420.98	$1,694.85	$1,968.80
3 YD	$354.80	$658.03	$961.20	$1,264.40	$1,567.56	$1,870.37	$2,174.00

4 YD	$380.60	$709.82	$1,039.07	$1,368.22	$1,697.44	$2,026.62	$2,355.80

Solid Waste Compactor Collection Rates Effective July 1, 2024

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
2 YD	$325.51	$599.38	$873.30	$1,147.21	$1,420.98	$1,694.85	$1,968.80
3 YD	$354.80	$658.03	$961.20	$1,264.40	$1,567.56	$1,870.37	$2,174.00
4 YD	$380.60	$709.82	$1,039.07	$1,368.22	$1,697.44	$2,026.62	$2,355.80

Special Services Fees

Effective Date:	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Container Cleaning Fee	$25.00	$25.00	$25.00	$25.00	$25.00
Container Re-Deliver Fee (after removal for non-payments)	$25.00	$25.00	$25.00	$25.00	$25.00
Rear Loader Bulky Waste Pickup Per Request	$25.00	$25.00	$25.00	$25.00	$25.00

Roll Off Container Sizes and Rates

	10 Cubic Yards (16' x 8' x 3')	20 Cubic Yards (16' x 6' x 5')	30 Cubic Yards (18' x 8' x 6')		
Effective Date:	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Move Container Fee	$89.61	$98.57	$108.43	$119.27	$119.27

Scheduled Service Fee per Haul - Must keep roll off for at least 90 days to qualify for scheduled pick-ups	$252.75	$278.02	$305.82	$336.41	$336.41
Unscheduled Service Fee per Haul	$300.86	$330.95	$364.04	$400.45	$400.45
Daily Container Rental Fee for Unscheduled Service	$6.90	$7.59	$8.35	$9.18	$9.18
After-Hours Unscheduled Service - additional fee for nights, weekends, or holidays	$160.38	$176.42	$194.06	$213.47	$213.47
Roll-Off Overweight Charge Per Occurrence	$270.00	$297.00	$326.70	$359.37	$359.37
Return Fee	$54.00	$59.40	$65.34	$71.87	$71.87

****ACTUAL LANDFILL CHARGES** Note: Landfill charges are not part of the fees shown above, and will be added to those fees. Actual landfill charges will vary based on the type of material hauled, and the actual weight of said material.

8.04.265 Industrial/Commercial—Surcharge.

In addition to the charges contained in Section 8.04.260 above, there shall be added a surcharge on said charges of 17.37% for those industrial and commercial accounts located at a new structure whose building permit is issued on or after August 1, 2008. The surcharge shall be in effect for ninety-six (96) months from issuance of the building permit.

8.04.270 Business—Liability.

The proprietor, partner, corporation, or other business entity of each business, industrial, or mercantile establishment shall be liable for payment of all solid waste collection charges billed to such establishment.

8.04.280 Extent of Service—Determined by Director of Public Works.

The Director of Public Works or designee shall determine those areas of the City which shall be provided with three hundred-gallon container alley service, packout service, curb line service, alley property line service, or commercial/industrial cubic yard container service.

8.04.290 Extent of Service—Residential.

The fees established entitle the owner of each dwelling unit to the removal of the equivalent of the contents of two thirty-gallon containers of solid waste or rubbish once each calendar week. The fees for removal of additional containers of solid waste or rubbish from any premises shall be increased in proportion to the amount of additional solid waste or rubbish removed; provided, that collection service to residences will be provided no more frequently than once each week.

8.04.300 Extent of Service—Downtown.

Within the downtown central business district, collection service will be provided six (6) days each calendar week, except legal holidays.

8.04.310 Extent of Service—Outside of Downtown.

Collection schedules for business, industrial, or mercantile establishments outside of downtown central business district shall be determined by the Director of Public Works, commensurate with the volume of solid waste and the nature thereof, but in no event shall such collection be made less than once each week.

8.04.320 Special Services and Conditions.

If special services are requested by a solid waste customer or if special conditions exist which make the rates set forth in this Chapter inequitable to the customer or the City, the Director of Public Works may, with the approval of the City Council, enter into a special contract with the costumer.

8.04.330 Increased Service Requirement Procedure.

A. Notwithstanding any other provision of this Chapter, the Director of Public Works shall have the authority to increase the number or size of solid waste containers required of a solid waste service customer and/or to increase the frequency of collections or to make unscheduled collections in those instances where the existing containers and/or collections are not adequate to handle the accumulation of solid waste at the residence or establishment.

B. The solid waste service customer shall be notified in writing at least two (2) weeks in advance of any election by the Director of Public Works to increase the containers or collections, except in those emergency situations where the public health would be threatened if immediate steps were not taken to remove the solid waste from the residence or establishment.

C. If the solid waste service customer fails to furnish additional containers as required by the Director of Public Works, the Director of Public Works may furnish the containers and charge the cost thereof to the solid waste service customer. Additional collections shall be billed to the solid waste service customer on a cost basis.

D. A solid waste service customer who is dissatisfied with the determination made by the Director of Public Works pursuant to this Section may appeal in writing such determination to the City Council within ten (10)

days of receiving the written notice thereof. Upon receipt of the appeal, the action of the Director of Public Works shall be stayed (except in emergency situations) until the City Council has acted upon the appeal. The City Council shall hold a hearing upon the appeal within thirty (30) days thereafter and shall determine the appeal within fifteen (15) days of the hearing. The solid waste service customer shall be notified of the date and time of the hearing and of his/her right to appear and be heard at the hearing.

ARTICLE III.
RECYCLING

Sections:

8.04.410	**Definitions.**
8.04.420	**Rules Established.**
8.04.425	**Exemptions From Use of Services Provided by the City of Merced.**
8.04.430	**City Containers.**
8.04.450	**Placement of Receptacles.**
8.04.455	**Designated Locations and Days.**
8.04.480	**Use of Another's Receptacle.**
8.04.520	**Collection is Duty of Director of Public Works.**
8.04.630	**Curbside Recycling Rates and Charges.**
8.04.635	**New Residential.**
8.04.640	**Commercial Recycling Rates and Charges.**

8.04.410 Definitions.

A. Recyclable material. 'Recyclable material' as used in this Chapter means any material that has been designated by the City for collection in a residential recycling program. This would typically include, but may not be limited to, a variety of paper, cardboard, plastics, aluminum, and steel cans. This list may change as markets change to accept more, or fewer, materials for processing in accordance with the administrative rules

and procedures established by the Director of Public Works and approved by the City Manager.

8.04.420 Rules Established.

A. The following requirements, as contained in this Article, covering the handling of accumulations of recyclable material to be observed by the occupants of places of residence and places of business are established. The Director of Public Works is hereby authorized to promulgate administrative rules and procedures subject to the approval of the City Manager which are necessary and proper to ensure the efficient operation of the recycling program. The City Council in establishing this rule-making authority specifically reserves unto itself the authority to set rates and charges.

B. Nothing herein shall limit the right of residents or businesses to take cash redemption value of 'CRV' or other material to a recycling center so long as the resident or business otherwise participates in the recycling program established by this Article or the resident or business opts-out through the self-haul provisions hereof.

8.04.425 Exemptions from Use of Services Provided by the City of Merced.

A. No person shall be required to use the collection services provided by the city if that person can establish to the city's satisfaction that any one (1) of the following conditions are met:

1. That the property the person owns, occupies, possesses, or controls is undeveloped and/or does not produce any recyclable material;

2. That all recyclable material produced or accumulated at the property is disposed of by agreement with and through the use of the

approved recycling container of a person subscribing to the service provided by the City;

3. That the person self-hauls all recyclable material to an approved buy-back center or processing site in accordance with the procedures set forth in subsection B of this Section.

B. Any person subject to the requirements of this Chapter who opts to self-haul recyclable material that is produced or accumulated on the person's property ('self-haulers'), as permitted by subsection (A)(3) of this Section shall do so subject to the following conditions:

1. The owner, occupant, or manager of a residential property may collect and transport recyclable material generated on the property to an authorized buy-back center or processing site. Owners, occupants, and managers of residential properties who self-haul such materials, as provided in this Section, may not contract with any entity other than the City for transport services, unless: (a) the entity does not charge any transport fee, and (b) the entity pays the owner compensation for such materials.

2. The owner or manager of a commercial or industrial establishment, or the employee of such person, may collect and transport recyclable material generated on the property to an authorized buy-back center or processing site. Owners or managers of a commercial establishment who self-haul such materials, as provided in this Section, may not contract with any entity other than the City for transport services, unless: (a) the entity does not charge any transport fee, and (b) the entity pays the owner compensation for such materials.

3. Self-haulers shall make an application on forms developed by the Director of Public Works. Self-haulers shall submit to the Director of Public Works following every calendar quarter, i.e., April 1st, July 1st, October 1st, and January 1st, ('reporting dates'), evidence, including receipts, of self-hauling to authorized recycling centers. Such self-haul certification shall be submitted on forms developed by the Director of Public Works which includes a declaration under the penalty of perjury that the submittal is true and correct. The purpose of the submittal is to ensure that recyclable materials are diverted from landfills and that the city gets credit for such diversion under AB 939. Should any self-hauler fail to submit the self-hauler certification later than thirty (30) days after the reporting date therefor, the self-haul authorization shall be revoked following notice from the city and the self-hauler shall thereafter be subject to the rates and charges set forth in Section 8.04.630 and 8.04.640 of this Chapter for a period of no less than one (1) year.

C. With the exception of those who self-haul recyclable material from their property in compliance with this Section, it is unlawful, subject to punishment in accordance with Chapter 1.12 of this Code, for any person other than the City to collect and transport recyclable material, unless: (1) no transport fees are charged, and (2) compensation is paid to the owner of the recyclable material. Except as provided in this Section, it is unlawful, subject to punishment in accordance with Chapter 1.12 of this Code, for any person to solicit or attempt to obtain from the owner, occupant, or manager of any residential or commercial property in the City permission to remove recyclable material, unless: (1) no transport fees are charged, and (2) compensation is paid to the owner of the recyclable material. The City may revoke any exemption granted pursuant to this Section upon a determination that the factual basis for it no

longer exists. A provider of transport services under this Section must comply with the business license provisions of Title 5 of this Code.

8.04.430 City Containers.

Containers which are provided by the City shall be the exclusive containers for the deposit of recyclable material and shall be kept in good repair by the customer, reasonable wear and tear excepted. The cost to replace a City container which is lost, damaged, or not returned to the city upon cessation of service shall be charged to the customer.

8.04.450 Placement of Receptacles.

Residential and commercial curbside recyclable collection customers shall place container(s) provided by City at the curb on the designated day of collection and in a location accessible to solid waste collection trucks.

8.04.455 Designated Locations and Days.

It shall be unlawful subject to punishment in accordance with Chapter 1.12 of this Code, for any person to place, keep or cause, or suffer or permit to be placed or kept, any receptacle for solid waste, rubbish, green waste, other waste matter or recyclables upon the any public street, curb, sidewalk, alley or public way except in the location that has been designated by the City, and then only after four p.m. on the day preceding the day designated, and on the day designated by the city for the collection thereof until nine p.m. No aforementioned receptacle shall be stored between collection days in such a manner that it is visible from the public right-of-way.

8.04.480 Use of Another's Receptacle.

Except as provided in Section 8.04.425, no person shall place any recyclable material or permit or allow any

recyclable material to be placed in the City's or any other person's receptacle without the consent of the City or such other person. No consent is given by the City for any person to place recyclable material in City receptacles intended for use of others.

8.04.520 Collection is Duty of Director of Public Works.

It shall be the duty of the Director of Public Works of the City or designee to collect all recyclable material from the places of residence and places of business in the City and to deposit such matter so collected as soon after collection as is reasonably possible at the place provided for by the City.

8.04.630 Curbside Recycling Rates and Charges.

Unless exempt pursuant to Section 8.04.425, the fees and charges for collection of recyclable material is established as follows:

Effective Date:	07/01/2020	07/01/2021	07/01/2022	07/01/2023	07/01/2024
1. Per residential dwelling unit provided with curbside recycling collection per container per month	$6.71	$7.04	$7.40	$7.77	$7.77
2. Per commercial property provided with curbside recycling collection per container per month	$6.71	$7.04	$7.40	$7.77	$7.77
3. Contamination Fee	$25.00	$25.00	$25.00	$25.00	$25.00

8.04.635 New Residential.

Each residential unit for which a building permit is issued on or after January 1, 2004 shall pay an additional one time charge for recycling service, at the time of issuance of said permit as follows:

	Per Unit
New single family residential, including mobile homes	$148.61
New multi family development fee per unit	$84.46

8.04.640 Commercial Recycling Rates and Charges.

The fees and charges for collection of recyclable material for each business are established as follows:

Commercial Recycling Collection Rates Effective July 1, 2020

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
300 Gallon	$69.47	$123.00	$170.56	$224.08	$277.60	$331.11	$384.64
1 YD	$83.86	$149.67	$215.47	$281.27	$347.07	$412.85	$478.68
1.5 YD	$90.50	$162.90	$235.32	$307.73	$380.13	$452.53	$504.84
2 YD	$106.39	$194.72	$283.05	$371.40	$459.69	$548.02	$636.35
3 YD	$115.84	$213.63	$311.40	$409.20	$506.95	$604.73	$702.54
4 YD	$125.30	$232.53	$339.76	$447.00	$554.23	$661.46	$768.69
6 YD	$144.20	$270.36	$396.46	$522.64	$648.73	$774.88	$901.00
8 YD	$163.12	$308.15	$448.80	$598.24	$743.28	$888.31	$1,033.37

Commercial Recycling Collection Rates Effective July 1, 2021

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
300 Gallon	$76.41	$135.29	$187.61	$246.49	$305.36	$364.22	$423.10
1 YD	$92.24	$164.64	$237.02	$309.40	$381.77	$454.14	$526.55

1.5 YD	$99.55	$179.19	$258.85	$338.50	$418.14	$497.78	$555.33
2 YD	$117.03	$214.19	$311.36	$408.53	$505.65	$602.82	$699.98
3 YD	$127.42	$235.00	$342.54	$450.11	$557.64	$665.20	$772.79
4 YD	$137.83	$255.79	$373.74	$491.69	$609.65	$727.60	$845.56
6 YD	$158.62	$297.40	$436.11	$574.90	$713.60	$852.37	$991.10
8 YD	$179.43	$338.96	$493.68	$658.06	$817.61	$977.14	$1,136.70

Commercial Recycling Collection Rates Effective July 1, 2022

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
300 Gallon	$84.06	$148.82	$206.37	$271.14	$335.89	$400.64	$465.41
1 YD	$101.47	$181.10	$260.72	$340.34	$419.95	$499.55	$579.20
1.5 YD	$109.51	$197.11	$284.73	$372.35	$459.96	$547.56	$610.86
2 YD	$128.73	$235.61	$342.49	$449.39	$556.22	$663.10	$769.98
3 YD	$140.17	$258.50	$376.80	$495.13	$613.41	$731.72	$850.07
4 YD	$151.62	$281.37	$411.12	$540.86	$670.61	$800.36	$930.11
6 YD	$174.49	$327.14	$479.72	$632.39	$784.96	$937.61	$1,090.21
8 YD	$197.37	$372.86	$543.05	$723.86	$899.37	$1,074.86	$1,250.37

Commercial Recycling Collection Rates Effective July 1, 2023

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
300 Gallon	$92.46	$163.71	$227.01	$298.25	$369.48	$440.71	$511.95

1 YD	$111.62	$199.21	$286.79	$374.37	$461.95	$549.51	$637.12
1.5 YD	$120.46	$216.82	$313.20	$409.59	$505.95	$602.32	$671.95
2 YD	$141.61	$259.17	$376.74	$494.33	$611.84	$729.41	$846.98
3 YD	$154.18	$284.35	$414.47	$544.64	$674.75	$804.89	$935.08
4 YD	$166.78	$309.50	$452.23	$594.95	$737.67	$880.40	$1,023.12
6 YD	$191.93	$359.85	$527.69	$695.63	$863.45	$1,031.37	$1,199.23
8 YD	$217.11	$410.14	$597.36	$796.25	$989.31	$1,182.34	$1,375.41

Commercial Recycling Collection Rates Effective July 1, 2024

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
300 Gallon	$92.46	$163.71	$227.01	$298.25	$369.48	$440.71	$511.95
1 YD	$111.62	$199.21	$286.79	$374.37	$461.95	$549.51	$637.12
1.5 YD	$120.46	$216.82	$313.20	$409.59	$505.95	$602.32	$671.95
2 YD	$141.61	$259.17	$376.74	$494.33	$611.84	$729.41	$846.98
3 YD	$154.18	$284.35	$414.47	$544.64	$674.75	$804.89	$935.08
4 YD	$166.78	$309.50	$452.23	$594.95	$737.67	$880.40	$1,023.12
6 YD	$191.93	$359.85	$527.69	$695.63	$863.45	$1,031.37	$1,199.23
8 YD	$217.11	$410.14	$597.36	$796.25	$989.31	$1,182.34	$1,375.41

Temporary Construction Recycle Rates
(Service < 90 Days, includes Delivery & Removal)

Effective Date:	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
1 YD	$262.86	$289.14	$318.06	$349.86	$349.86
1.5 YD	$269.50	$296.45	$326.10	$358.71	$358.71
2 YD	$285.39	$313.93	$345.32	$379.85	$379.85
3 YD	$294.84	$324.32	$356.76	$392.43	$392.43
4 YD	$304.30	$334.73	$368.21	$405.03	$405.03
6 YD	$323.20	$355.52	$391.08	$430.18	$430.18
8 YD	$342.12	$376.33	$413.96	$455.36	$455.36

Effective Date:	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Commercial Recycling Contamination Fee - plus $1 per cubic yard per occurrence	$54.54	$59.99	$65.99	$72.59	$72.59

ARTICLE IV.
GREEN WASTE

Sections:

8.04.700 Definitions.
8.04.710 Rules Established.
8.04.720 Exemptions From Use of Services Provided by the City of Merced.
8.04.730 City Containers.
8.04.740 Placement of Receptacles.
8.04.750 Designated Locations and Days.
8.04.760 Use of Another's Receptacle.
8.04.770 Collection is Duty of Director of Public Works.
8.04.780 Curbside Green or Organic Waste Rates and Charges.

8.04.790 New Residential.
8.04.800 Commercial Green or Organic Waste Rates and Charges.

8.04.700 Definitions.

A. Green waste. 'Green waste,' as used in this Chapter, means any plant material that is separated at the point of collection. Green waste includes, but is not limited to, yard trimmings, plant wastes and untreated wood wastes. Green waste does not include treated wood waste, mixed demolition or mixed construction debris.

B. Organic waste. 'Organic waste,' As used in this Chapter, means any material that is biodegradable and comes from either plant or animal. Organic waste includes, but is not limited to, leaves, grass, agricultural crop residues, and food scraps.

8.04.710 Rules Established.

A. The following requirements, as contained in this Article, covering the handling of accumulations of green or organic waste material to be observed by the occupants of places of residence and places of business are established. The Director of Public Works is hereby authorized to promulgate administrative rules and procedures subject to the approval of the City Manager which are necessary and proper to ensure the efficient operation of the green and organic waste program. The City Council in establishing this rule-making authority specifically reserves unto itself the authority to set rates and charges.

8.04.720 Exemptions From Use of Services Provided by the City of Merced.

A. No person shall be required to use the collection services provided by the City if that person can establish

to the City's satisfaction that any one (1) of the following conditions are met:

1. That the property the person owns, occupies, possesses, or controls is undeveloped and/or does not produce any green or organic waste material;

2. That all green or organic waste material produced or accumulated at the property is disposed of by agreement with and through the use of the approved green waste or organic waste container of a person subscribing to the service provided by the City;

3. That the person self-hauls all green or organic waste material to an approved processing site in accordance with the procedures set forth in subsection B of this Section.

B. Any person subject to the requirements of this Article who opts to self-haul green or organic waste material that is produced or accumulated on the person's property ('self-haulers'), as permitted by subsection (A)(3) of this Section shall do so subject to the following conditions:

1. The owner, occupant, or manager of a property may collect and transport green or organic waste material generated on the property to an authorized processing site. Owners, occupants, and managers of properties who self-haul such materials, as provided in this Section, may not contract with any entity other than the City for transport services, unless: (a) the entity does not charge any transport fee, and (b) the entity pays the owner compensation for such materials.

2. A landscaping or gardening contractor hired by the owner, occupant, or manager of a property

may remove green or organic waste materials from the property where that contractor is working, if the removal is an incidental part of the gardening, landscaping, tree trimming, cleaning, maintenance, construction, or other similar service such contractor is providing.

3. Self-haulers shall make an application on forms developed by the Director of Public Works. Self-haulers shall submit to the Director of Public Works following every calendar quarter, i.e., April 1st, July 1st, October 1st, and January 1st, ('reporting dates'), evidence, including receipts, of self-hauling to an authorized processing center. Such self-haul certification shall be submitted on forms developed by the Director of Public Works which includes a declaration under the penalty of perjury that the submittal is true and correct. The purpose of the submittal is to ensure that green or organic waste materials are diverted from landfills and that the City gets credit for such diversion under AB 939. Should any self-hauler fail to submit the self-hauler certification later than thirty (30) days after the reporting date therefor, the self-haul authorization shall be revoked following notice from the City and the self-hauler shall thereafter be subject to the rates and charges set forth in Section 8.04.780 and 8.04.800 of this Chapter for a period of no less than one (1) year.

C. With the exception of those who self-haul green or organic waste material from their property, or a licensed landscaping or gardening contractor, in compliance with this section, it is unlawful, subject to punishment in accordance with Chapter 1.12 of this Code, for any person other than the City to collect and transport green or organic waste material, unless: (1) no transport fees are charged, and (2) compensation is paid to the owner of the green or organic waste material. Except as provided in this Section, it is unlawful, subject to punishment in

accordance with Chapter 1.12 of this Code, for any person to solicit or attempt to obtain from the owner, occupant, or manager of any residential or commercial property in the City permission to remove green or organic waste material, unless: (1) no transport fees are charged, and (2) compensation is paid to the owner of the green or organic waste material. The City may revoke any exemption granted pursuant to this Section upon a determination that the factual basis for it no longer exists. A provider of transport services under this Section must comply with the business license provisions of Title 5 of this Code.

8.04.730 City Containers.

Containers which are provided by the City shall be the exclusive containers for the deposit of green or organic waste material and shall be kept in good repair by the customer, reasonable wear and tear excepted. The cost to replace a City container which is lost, damaged, or not returned to the City upon cessation of service shall be charged to the customer.

8.04.740 Placement of Receptacles.

Residential and commercial curbside green or organic waste collection customers shall place container(s) provided by City at the curb on the designated day of collection and in a location accessible to solid waste collection trucks.

8.04.750 Designated Locations and Days.

It shall be unlawful, subject to punishment in accordance with Chapter 1.12 of this Code, for any person to place, keep or cause, or suffer or permit to be placed or kept, any receptacle for solid waste, rubbish, green waste, other waste matter or recyclables upon the any public street, curb, sidewalk, alley or public way except in the location that has been designated by the City, and then

only after four p.m. on the day preceding the day designated, and on the day designated by the City for the collection thereof until nine p.m. No aforementioned receptacle shall be stored between collection days in such a manner that it is visible from the public right-of-way.

8.04.760 Use of Another's Receptacle.

Except as provided in Section 8.04.720, no person shall place any green or organic waste material or permit or allow any green or organic waste material to be placed in the City's or any other person's receptacle without the consent of the City or such other person. No consent is given by the City for any person to place green and organic waste material in City receptacles intended for use of others.

8.04.770 Collection is Duty of Director of Public Works.

It shall be the Duty of the Director of Public Works of the City or designee(s) to collect all green or organic waste material from the places of residence and places of business in the City and to deposit such matter so collected as soon after collection as is reasonably possible at the place provided for by the City.

8.04.780 Curbside Green or Organic Waste Rates and Charges.

Unless exempt pursuant to Section 8.04.720, the fees and charges for collection of green or organic waste material is established as follows:

Effective Date:	07/01/2020	07/01/2021	07/01/2022	07/01/2023	07/01/2024
1. Per dwelling unit provided with green waste service per container per month	$6.68	$7.02	$7.37	$7.74	$7.74
2. Per commercial property provided with curbside green	$6.68	$7.02	$7.37	$7.74	$7.74

waste collection per container per month					
3. Contamination fee	$25.00	$25.00	$25.00	$25.00	$25.00

8.04.790 New Residential.

Each residential unit for which a building permit is issued on or after January 1, 2004 shall pay an additional one time charge for green or organic waste service, at the time of issuance of said permit as follows:

	Per Unit
New single family residential, including mobile homes	$123.96
New multi family development fee per unit	$70.45

8.04.800 Commercial Green or Organic Waste Rates and Charges.

The fees and charges for collection of green or organic waste material for each business are established as follows:

Green or Organics Collection Rates Effective July 1, 2020

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
64 Gallon	$53.74	$97.48	$141.22	$184.96	$228.70	$272.44	$316.18
300 Gallon	$84.33	$151.24	$210.69	$277.60	$344.50	$411.39	$478.30
1 YD	$102.32	$184.59	$266.84	$349.09	$431.34	$513.57	$595.85
1.5 YD	$110.63	$201.13	$291.64	$382.16	$472.66	$563.16	$628.55
2 YD	$130.49	$240.90	$351.31	$461.74	$572.11	$682.52	$792.93
3 YD	$142.30	$264.54	$386.75	$508.99	$631.19	$753.41	$875.67

4 YD	$154.13	$288.17	$422.21	$556.24	$690.28	$824.32	$958.36
6 YD	$177.75	$335.45	$493.08	$650.79	$808.41	$966.10	$1,123.75
8 YD	$201.40	$382.68	$483.39	$745.29	$926.60	$1,107.89	$1,289.21

Green or Organics Collection Rates Effective July 1, 2021

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
64 Gallon	$59.11	$107.23	$155.34	$203.46	$251.57	$299.68	$347.80
300 Gallon	$92.77	$166.37	$231.76	$305.36	$378.95	$452.53	$526.13
1 YD	$112.56	$203.05	$293.52	$383.99	$474.47	$564.92	$655.43
1.5 YD	$121.69	$221.24	$320.81	$420.38	$519.93	$619.48	$691.41
2 YD	$143.54	$264.99	$386.45	$507.92	$629.32	$750.77	$872.23
3 YD	$156.53	$291.00	$425.43	$559.89	$694.30	$828.75	$963.24
4 YD	$169.54	$316.98	$464.43	$611.87	$759.31	$906.75	$1,054.19
6 YD	$195.53	$369.00	$542.39	$715.87	$889.25	$1,062.71	$1,236.13
8 YD	$221.54	$420.95	$531.73	$819.82	$1,019.26	$1,218.68	$1,418.13

Green or Organics Collection Rates Effective July 1, 2022

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
64 Gallon	$65.03	$117.95	$170.88	$223.80	$276.73	$329.65	$382.58
300 Gallon	$102.04	$183.00	$254.94	$335.90	$416.84	$497.78	$578.74
1 YD	$123.81	$223.35	$322.87	$422.39	$521.92	$621.42	$720.98

1.5 YD	$133.86	$243.36	$352.89	$462.42	$571.92	$681.43	$760.55
2 YD	$157.89	$291.49	$425.09	$558.71	$692.25	$825.85	$959.45
3 YD	$172.18	$320.10	$467.97	$615.88	$763.73	$911.63	$1,059.56
4 YD	$186.50	$348.68	$510.87	$673.05	$835.24	$997.43	$1,159.61
6 YD	$215.08	$405.90	$596.63	$787.46	$978.17	$1,168.99	$1,359.74
8 YD	$243.69	$463.05	$584.91	$901.81	$1,121.19	$1,340.54	$1,559.94

Green or Organics Collection Rates Effective July 1, 2023

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
64 Gallon	$71.53	$129.75	$187.96	$246.18	$304.40	$362.62	$420.84
300 Gallon	$112.25	$201.31	$280.43	$369.49	$458.52	$547.56	$636.61
1 YD	$136.19	$245.69	$355.16	$464.63	$574.11	$683.56	$793.08
1.5 YD	$147.24	$267.70	$388.18	$508.66	$629.11	$749.57	$836.60
2 YD	$173.68	$320.64	$467.60	$614.58	$761.47	$908.43	$1,055.39
3 YD	$189.40	$352.11	$514.77	$677.47	$840.11	$1,002.79	$1,165.52
4 YD	$205.15	$383.55	$561.96	$740.36	$918.77	$1,097.17	$1,275.57
6 YD	$236.59	$446.49	$656.29	$866.21	$1,075.99	$1,285.88	$1,495.71
8 YD	$268.06	$509.35	$643.40	$991.99	$1,233.30	$1,474.60	$1,715.94

Green or Organics Collection Rates Effective July 1, 2024

Bin Size	Frequency of Weekly Pickup						
	1	2	3	4	5	6	7
64 Gallon	$71.53	$129.75	$187.96	$246.18	$304.40	$362.62	$420.84
300 Gallon	$112.25	$201.31	$280.43	$369.49	$458.52	$547.56	$636.61
1 YD	$136.19	$245.69	$355.16	$464.63	$574.11	$683.56	$793.08
1.5 YD	$147.24	$267.70	$388.18	$508.66	$629.11	$749.57	$836.60
2 YD	$173.68	$320.64	$467.60	$614.58	$761.47	$908.43	$1,055.39
3 YD	$189.40	$352.11	$514.77	$677.47	$840.11	$1,002.79	$1,165.52
4 YD	$205.15	$383.55	$561.96	$740.36	$918.77	$1,097.17	$1,275.57
6 YD	$236.59	$446.49	$656.29	$866.21	$1,075.99	$1,285.88	$1,495.71
8 YD	$268.06	$509.35	$643.40	$991.99	$1,233.30	$1,474.60	$1,715.94"

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect on July 1, 2020.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ____ day of _____, 2020, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2020, by the following called vote:

AYES: **Council Members:**

NOES: **Council Members:**

ABSTAIN: **Council Members:**

ABSENT: **Council Members:**

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Thaddeus A. Ohm 2-21-2020
City Attorney **Date**

ADMINISTRATIVE REPORT

Agenda Item J.1. Meeting Date: 3/16/2020

Report Prepared by: Stephanie Dietz, Assistant City Manager, City Manager's Office

SUBJECT: Public Hearing to Consider Work and Expense Report for the Abatement Work Done for 1716 East 23rd Street (Abatement of Public Nuisance and Demolition of Building) and Assess a Charge Therefor Against the Property and Approving a Lien Against the Property on Assessed Roll as a Special Assessment

REPORT IN BRIEF

Requests the City Council to conduct a Public Hearing and consider adopting a resolution approving the work and expense report for the abatement work done for 1716 East 23rd Street, assessing a charge therefor against the property and approving a lien against the property.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2020-09**, a Resolution of the City Council of the City of Merced, California, confirming the cost assessment report relating to the nuisance abatement at 1716 (APN 034-063-006) East 23rd Street, Merced, California, assessing a charge therefor against the property, approving a lien against the property, directing the Tax Collector of Merced County to collect the delinquent account, and directing the City Clerk to file a certified copy of this Resolution with the County Recorder to provide notice of the lien; and,

B. Authorizing the City Manager or the Assistant City Manager to execute all necessary documents.

ALTERNATIVES

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

AUTHORITY

Merced Municipal Code Section 17.16.010.

Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings:

Section 901 of the Uniform Code for the Abatement of Dangerous Buildings states as follows:

"The director of public works shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of Section 701.3, Item 3, of this code. Upon the completion of the work of repair or demolition, said director shall prepare and file with the clerk of this jurisdiction a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to Section 401.3."

Section 902 provides that the clerk shall present the itemized account of the expense to the legislative body of the jurisdiction for consideration. The legislative body shall set a date for a hearing to hear the report and any protests or objections thereto. The clerk shall cause notice of said hearing and such notice shall be given at least ten days prior to the date of said hearing.

Section 904 provides that upon the hearing of the matter, the legislative body shall make any such revision, correction, or modification in the report or the charge as it may deem just, and shall confirm or reject the report.

Section 905.1 provides that the legislative body may order the charge be made a personal obligation of the property owner or assess said charge against the property involved. If the legislative body opts to make the charge a personal obligation, it shall direct the attorney for the jurisdiction to collect the amount by use of all appropriate legal remedies. If the legislative body orders that the charge be assessed against the property, it shall confirm the assessment, cause it to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

CITY COUNCIL PRIORITIES

This action is consistent with the City Council's priority to address substandard properties within the City that pose immediate threats to health and public safety.

DISCUSSION

The City has adopted the Uniform Code for the Abatement of Dangerous Buildings as part of the Merced Municipal Code at Section 17.16.010. The Uniform Code for the Abatement of Dangerous Buildings defines what constitutes dangerous buildings and provides a procedure for identifying dangerous buildings and either making them safe or demolishing them. The Code also provides for notice of violations to the owner(s) of the property and notice of their appeal rights. Finally, as described in the "Authority" section

of this report, if the City is forced to abate a nuisance condition, when the abatement is complete, the Code provides for the collection by the City of the costs of abatement.

History of Abatement of Nuisance on the Property

The subject property was a single-family residence in Merced located at 1716 East 23rd Street, Assessor's Parcel Number 034-063-006 (the "Property"). The residence was built sometime around 1952 and at the time of the abatement had existed for several years in an extremely substandard, hazardous and dilapidated condition. The City initially posted/red-tagged the Property as uninhabitable and unsafe to enter in 2006; it was reposted as such on multiple occasions over the past 13 years. The Property was an eyesore constituting blight upon the surrounding neighborhood and attracting transients for unsafe activities. In February 2017, the Property became the focus of law and code enforcement efforts.

In October 2017, the Chief Building Official issued a Notice and Order to vacate and demolish the Property by November 12, 2017, which the Property owner failed to do. On January 2, 2019, a second Notice and Order to Abate approximately 29 violations of state and local law was served on the Property owner. Again, the Property owner ignored the Notice and Order and did not comply or appeal by the deadlines. On February 20, 2019, upon request of the City, the Merced Superior Court issued a Warrant to inspect and abate the Property by demolition. The City hired Unruh Bobcat Service to demolish the Property and abate the nuisances. On March 7, 2019, the City demolished the single-family residence on the Property pursuant to and in accordance with the Uniform Code for the Abatement of Dangerous Buildings. Additionally, all other trash and debris was removed, leaving a clean and vacant lot.

Since March 2019, the Property owner has lived out of a tent on the Property. Over the past ten months, City Code Enforcement has cited the Property owner for several violations of state and local law, and police have responded to seventeen calls regarding the Property. To date, the Property remains unsecured and beset with trash, debris, discarded appliances, mattresses, and fire hazards. It is an eyesore and a blight on the neighborhood. The Property continues to deteriorate and is an attractive nuisance to outsiders who may enter it and be subject to serious risk of harm given the Property's unsafe and unsanitary conditions. On November 19, 2019, the Chief Building Official issued a Notice and Order to abate the public nuisances on the Property. The Property owner was given until January 19, 2020 to comply, which he failed to do. The City filed a petition with the Court for appointment of a receiver on February 26, 2020, and a hearing on the matter is set for March 16, 2020.

The City has expended funds for the cost of demolition, for staff time involved in the inspections of the building, for police calls to the Property, and the process of obtaining authority from the court to abate the nuisance on the Property. There were additional costs for staff time responding to complaints and citing the continuing violations on the Property post-demolition. All expenditures are set forth in Attachment "1" hereto.

As addressed in the "Authority" section of this report, if the City wishes to recover its costs with regard to the abatement, the City Council must review and approve the accounting of the costs presented after a public hearing and after hearing any protests or objections to the cost accounting. The City Council may make changes it deems to be just. Once the City Council has approved the cost report and the charge based thereon, the City Council may order that the charge be made a special assessment and lien against the Property.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Cost Assessment Report - Public Nuisance Abatement by the City of Merced Pertaining to 1716 East 23rd Street
2. Resolution Confirming Cost Assessment Report

COST ASSESSMENT REPORT
PUBLIC NUISANCE ABATEMENT
1716 EAST 23RD STREET, MERCED, CA
APN 034-063-006-000

This Cost Assessment Report pertains to the nuisance abatement proceedings regarding property located at **1716 East 23rd Street, Merced, California**, also known as Assessor's Parcel Number: 034-063-006-000

ITEM		COST
1	TransCounty Title Co.-Litigation Guarantee	550.00
2	Unruh Bobcat Service-Demolition	17,400.00
3	Staff Time (reported below)	15,012.03
	TOTAL	**$32,962.03**

SUMMARY OF COSTS RELATED TO STAFF TIME

JOB TITLE	TOTAL
City Manager	108.99
City Attorney	386.90
Chief Deputy City Attorney	288.42
Fire Chief	73.37
Community Services Officer(s)	5,165.30
Chief Building Official	1,668.63
Merced Police Patrol Officer(s)	7,251.50
Deputy Fire Chief	68.92
TOTAL	**$15,012.03**

TIMESHEETS - 1716 East 23rd

CITY MANAGER:

DATE	ITEM	RATE	TIME	COST
9/6/2017	Met with Code Enforcement Team	217.98	0.50	**108.99**

CITY ATTORNEY:

DATE	ITEM	RATE	TIME	COST
9/6/2017	Property visit/consultation with Code Enforcement Team	193.45	2.00	**386.90**

CHIEF DEPUTY CITY ATTORNEY:

DATE	ITEM	RATE	TIME	COST
9/6/2017	Property visit/consultation with Code Enforcement Team	144.21	2.00	**288.42**

FIRE CHIEF

DATE	ITEM	RATE	TIME	COST
9/6/2017	Property visit/consultation with Code Enforcement Team	146.73	0.50	**73.37**

COMMUNITY SERVICES OFFICER:

DATE	ITEM	RATE	TIME	COST
2/21/2017	Site Inspection & Photos	87.92	0.75	65.94
3/14/2017	Reinspection of property	87.92	0.50	43.96
3/14/2017	Phone contact with Complainant	87.92	0.50	43.96
4/10/2017	Reinspection of property/Citation issued	87.92	0.50	43.96
5/8/2017	Reinspection of property/Citation issued	87.92	1.00	87.92
5/24/2017	Reinspection of property/Citation issued	87.92	1.00	87.92
6/28/2017	Reinspection of property/3 Vehicles Posted for Abatement	87.92	1.00	87.92
7/27/2017	Reinspection of property/Citation issued	87.92	1.00	87.92
7/31/2017	Visit to property. Requested consent for Building Inspection, Fire inspection, declined all consent for interior inspection	87.92	0.50	43.96
8/9/2017	Property reinspection. Additional Vehicle posted for abatement. Citation issued	87.92	0.50	43.96
8/23/2017	Reinspection of property/Ava vehicle. Met with neighborhood complaintant/Citation issued	87.92	2.00	175.84

9/6/2017	Met with Code Enforcement Team and City Manager. Consent given for CE and Dart to enter residence for inspection. Photos taken	87.92	0.50	43.96
9/25/2017	Met with DART Team, United Way to speak with Property owner about condition of interior of his residence; Located others living in vehicle in backyard, posted it for abatement	87.92	0.75	65.94
10/11/2017	Served Property owner with Notice And Order to Abate	87.92	0.50	43.96
10/20/2017	Reinspection of property	87.92	0.50	43.96
11/7/2017	Reinspection of property/Citation of property	87.92	0.50	43.96
11/20/2017	Visit property/encouraged No Trespass Letter of Authority/ owner refused	87.92	0.50	43.96
12/20/2017	Reinspection of property	87.92	0.50	43.96
1/3/2018	Reinspection of property	87.92	0.50	43.96
1/29/2018	Reinspection of property/Citation issued	87.92	0.50	43.96
2/15/2018	Reinspection of property/Citation issued	87.92	0.50	43.96
3/8/2018	Reinspection of property/Citation issued	87.92	0.75	65.94
3/28/2018	Reinspection of property/Citation issued	87.92	0.50	43.96
4/9/2018	Reinspection of property	87.92	0.50	43.96
5/3/2018	Reinspection of property	87.92	0.50	43.96
6/7/2018	Reinspection of property	87.92	0.50	43.96
6/21/2018	Reinspection of property	87.92	0.50	43.96
7/10/2018	Reinspection of property/Citation issued	87.92	0.50	43.96
7/25/2018	Reinspection of property/Citation issued	87.92	0.50	43.96
8/13/2018	Reinspection of propertyCitation issued	87.92	0.50	43.96
9/13/2018	Reinspection of property/Citation issued	87.92	0.50	43.96
10/30/2018	Reinspection of property/Vehicle posting	87.92	1.00	87.92
11/5/2018	Issuance of 27 violation Citations exterior	87.92	1.00	87.92
11/6/2018	Prepare and submit case file to City Attorney for Abatement Warrant	87.92	1.00	87.92
11/9/2018	Reinspection of property/Citations issued	87.92	1.00	87.92
11/20/2018	Reinspection of property/Citations issued	87.92	0.50	43.96
11/27/2018	Code Enforcement Team visit property/consent given to enter property/photos taken	87.92	1.00	87.92
12/3/2018	Code Enforcement team met for further inspection/consent denied	87.92	0.50	43.96
12/17/2018	Reinspection of property	87.92	0.50	43.96
1/2/2019	Posting of Notice and Order to Abate	87.92	0.50	43.96
1/9/2019	Responded to property regarding complaints received entire alley blocked and is a concern for safety etc	87.92	0.75	65.94
1/30/2019	Reinspection of property/Citation issued	87.92	0.75	65.94
2/18/2019	Reinspection of property	87.92	0.50	43.96
2/28/2019	Posted Inspection/Abatement Warrant	87.92	1.00	87.92

3/1/2019	Met with CBO performed interior,exterior inspection, photos, video. Abatement began due to findings and Warrant authority	87.92	8.00	703.36
3/21/2019	Met with Demo Contractor and confirmed job complete. Photos taken	87.92	2.00	175.84
4/17/2019	Posted white Chevy cavalier lic 6btw408 for abatement removal	87.92	0.50	43.96
4/18/2019	Reinspection of nuisance lot trash/debris, disruptive activity/Citation issued to owner	87.92	0.50	43.96
4/22/2019	Reinspection of nuisance lot for vehicle violations, disruptive activity, trash/debris; owner refused citation posted to cardboard house/Citation issued to owner; refused posted to cardboard house	87.92	0.50	43.96
4/25/2019	Reinspection of nuisance lot; continued violations, owner refused citation posted to cardboard house; Admin citation issued to owner; refused posted to cardboard house	87.92	0.50	43.96
4/29/2019	Chevy vehicle abatement follow up; vehicle was gone on arrival. Lot has piles of trash/debris still	87.92	0.50	43.96
5/21/2019	Documentation, preparation of Cost Recovery for filing	87.92	8.00	703.36
6/13/2019	Reinspection with complaint of more trash, motor homes and individual staying on the property. Continued nuisance property	87.92	0.25	21.98
7/16/2019	Reinspection of property with camps and trash/debris. Posted noncompliant dodge caravan for abatement	87.92	0.25	21.98
7/19/2019	Inspection of property more trash/debris, vehicles, misc. items.	87.92	0.25	21.98
10/21/2019	Inspection posted multiple vehicles parked on lot and photos taken of misc. trash/debris piled up	87.92	1.00	131.88
10/24/2019	Inspection for criminal prosecution for owner allowing illegal activity; owner unable to locate	87.92	0.50	43.96
10/28/2019	Inspection for criminal prosecution for owner unable to locate; advised he left town and not returning.	87.92	0.50	43.96
11/1/2019	Reinspection for vehicle abatement; all vehicles gone on arrival. Scattered debris everywhere. Trailer dragged down street towed by parking enforcement	87.92	1.50	131.88
11/19/2019	Notice & order posted for abatement of property nuisance; continued property nuisance	87.92	0.50	43.96
1/22/2020	Inspection of property more trash/debris, misc. items. Dumping area	87.92	0.25	21.98
1/29/2020	Prepare documentation; Cost Recovery	87.92	3.00	263.76
				5,165.30

CHIEF BUILDING OFFICIAL

DATE	ITEM	RATE	TIME	COST
9/6/2017	Met with Code Enforcement Team	123.61	0.50	61.80
9/26/2017	Gather permit and enforcement history	123.61	0.50	61.80
10/3/2017	Draft Notice and Order to Abate	123.61	0.50	61.80
10/11/2017	Revise Notice and Order to Abate	123.61	0.50	61.80
10/13/2017	Finalize Notice and Order to Abate	123.61	2.50	309.02
10/20/2017	Order Condition of Title Report	123.61	0.50	61.80
11/14/2017	Met with Mr. Easley in Building Dept. to discuss his property	123.61	0.50	61.80
11/17/2017	Met with Code Enforcement Team to discuss meeting with Mr. Easley on 11/14/2017	123.61	0.50	61.80
11/28/2018	Draft 2nd Notice and Order to Abate/Demolish	123.61	0.50	61.80
12/3/2018	Travel to property/attempt inspection	123.61	1.50	185.41
12/17/2018	Review Litigation Guarantee and revise Notice and Order to Abate/Demolish	123.61	0.50	61.80
1/14/2019	Provide status update for neighborhood complaint	123.61	0.50	61.80
1/28/2019	Review files from Fire Dept. and organize/update case file	123.61	0.50	61.80
2/4/2019	Met with Mr. Easley in Building Dept. to discuss his property	123.61	1.00	61.80
2/14/2019	Travel to property/confirmed state of property, exterior inspection	123.61	0.50	61.80
2/21/2019	Staff communication regarding Inspection Warrant	123.61	0.50	61.80
2/22/2019	Staff communication regarding Purchase Order and Statement of Services for Demolition	123.61	0.50	61.80
2/25/2019	Further Staff communication regarding Purchase Order and Statement of Services	123.61	0.50	61.80
3/5/2019	Draft Declaration and organize documents for Inspection Warrant	123.61	1.00	61.80
3/8/2019	Inspection coordination of demolition-Final	123.61	0.50	61.80
3/14/2019	Site visit post demolition	123.61	0.50	61.80
				1,668.63

POLICE- all time is for response calls to Property except as noted

DATE	ITEM	RATE	TIME	COST
5/24/2017	Kalvin Haygood #158	132.05	2.25	297.11
5/24/2017	Samuel Sannadan # 172	132.05	2.00	264.10
6/20/2017	Samuel Sannadan #172	132.05	0.25	33.01
7/3/2017	Samuel Sannadan #172	132.05	0.25	33.01
7/3/2017	Jacob Fister #253	106.77	0.25	26.69
8/18/2017	Jeremy Salyers #191	128.66	0.25	32.17
8/18/2017	Edwin Arias #220	125.04	0.25	31.26
9/6/2017	Samuel Sannadan #172	132.05	0.25	33.01

9/17/2017	Lance O'Brien #246	119.52	0.50	59.76
10/11/2017	Peter Villarreal #155	131.31	0.50	65.66
10/11/2017	Miguel Gallegos # 110	125.04	0.25	31.26
10/11/2017	Jose Cruz #226	113.50	1.00	113.50
10/11/2017	Nathaniel McKinnon #162	131.31	0.25	32.83
10/11/2017	Levi Crain #256	95.25	0.25	23.81
10/11/2017	Rodney Court (SGT)	151.49	0.25	37.87
11/20/2018	Brian Rinder #175	135.46	0.25	33.87
11/20/2018	Samuel Sannadan #172	132.05	0.25	33.01
11/20/2018	Brian Rinder #175	135.46	1.00	135.46
11/26/2018	Arturo Dehoyos #250	95.25	0.25	23.81
12/3/2018	Shaun Kramer #268	90.49	0.25	22.62
12/17/2018	Shaun Kramer #268	90.49	0.25	22.62
1/4/2019	Patrick Radke #272	106.74	0.25	26.68
2/28/2019	Jacob Partlow #6002	87.92	1.00	87.92
2/28/2019	Sean Greene #122	131.27	2.00	262.54
2/28/2019	Brian Rinder #175	135.46	2.00	270.92
2/28/2019	Samuel Sannadan #172	132.05	1.00	132.05
2/28/2019	Sgt. Solis #121	137.48	2.00	274.96
3/1/2019	Mark Jenkins #146-demolition day/crowd control	131.97	8.00	1,055.76
3/1/2019	Sean Greene #122-demolition day/crowd control	131.27	8.00	1,050.16
3/1/2019	Brian Rinder #175-demolition day/crowd control	135.46	8.00	1,083.68
3/1/2019	Spencer Aguirre #259-demolition day	94.18	0.25	23.55
3/1/2019	Patrick Radke #272-demolition day	106.74	0.25	26.69
3/1/2019	Zachary Stewart #247-demolition day	104.70	0.25	26.18
3/4/2019	Shaun Kramer #268	90.49	0.75	67.87
3/4/2019	Enrique Rodriguez #251	106.90	0.75	80.18
3/6/2019	Spencer Aguirre #259	94.18	0.25	23.55
3/6/2019	Israel Garcia #257	100.59	0.75	75.44
4/17/2019	Brian Rinder #175	135.46	0.50	67.73
4/18/2019	Sgt. Solis #121	137.48	0.50	68.74
4/22/2019	Brian Rinder #175	135.46	0.50	67.73
4/29/2019	Brian Rinder #175	135.46	0.50	67.73
7/16/2019	Brian Rinder #175	142.56	0.25	35.64
7/31/2019	Jessica Phillips #595	63.21	0.75	47.41
9/26/2019	Sgt. Foster #192	146.03	0.75	109.52
9/26/2019	E Gaytan #264	107.31	0.75	80.48
9/26/2019	T Prevostini #270	103.85	0.75	77.89
9/26/2019	Arias #220	129.73	0.75	97.30
9/26/2019	Vincent Wilkins #285	87.15	0.75	65.36
9/29/2019	Leah Garcia #277	95.50	0.50	47.75
9/29/2019	Leah Garcia #277	95.50	0.25	23.88
10/21/2019	Rinder #175	142.56	1.00	142.56
10/21/2019	Sean Greene #122	132.90	1.00	132.90
10/24/2019	Mark Jenkins #146	140.39	0.50	70.20
10/28/2019	Mark Jenkins #146	140.39	0.50	70.20

11/19/2019	Cameron Switzer #5902	47.79	0.50	23.90
				7,251.50

DEPUTY FIRE CHIEF

DATE	ITEM	RATE	TIME	COST
3/1/2019	Demolition day Site Review. Contact PG&E to shut off power	137.83	0.50	**68.92**

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, CONFIRMING THE COST ASSESSMENT REPORT RELATING TO THE NUISANCE ABATEMENT AT 1716 (APN 034-063-006) EAST 23RD STREET, MERCED, CALIFORNIA, ASSESSING A CHARGE THEREFOR AGAINST THE PROPERTY, APPROVING A LIEN AGAINST THE PROPERTY, DIRECTING THE TAX COLLECTOR OF MERCED COUNTY TO COLLECT THE DELINQUENT ACCOUNT, AND DIRECTING THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS RESOLUTION WITH THE COUNTY RECORDER TO PROVIDE NOTICE OF THE LIEN

WHEREAS, The City of Merced declared the condition of the property located at 1716 (APN 034-063-006) East 23rd Street owned by Steven Easley to be a public nuisance and a dangerous building pursuant to the Uniform Code for the Abatement of Dangerous Buildings, as adopted by Ordinance by the City Council; and,

WHEREAS, The City of Merced notified the owner of the building that the building was in violation of the Uniform Code for the Abatement of Dangerous Buildings and ordered that the building should either be brought into compliance or demolished; and,

WHEREAS, The owner of the building at 1716 East 23rd Street failed to bring the building into compliance or to demolish the building within a reasonable time; and,

WHEREAS, The condition of the building constituted an eminent threat to the health, safety, and welfare of the citizens of the City of Merced; and,

WHEREAS, Upon the failure of the owner to abate the public nuisance located at 1716 East 23rd Street, the City after seeking judicial approval caused the public nuisance to be abated by the demolition and removal of the building located thereon; and,

WHEREAS, The City of Merced has incurred costs as a result of the abatement; and,

WHEREAS, The Uniform Code for the Abatement of Dangerous Buildings authorizes the City to recover its costs of abatement pursuant to Chapter 9 of said Uniform Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED HEREBY RESOLVES, DETERMINES, FINDS, DECLARES, AND ORDERS AS FOLLOWS:

SECTION 1. The statement of amount due for the demolition of the public nuisance located at 1716 (APN 034-063-006) East 23rd Street, Merced, California, as reported in the attached Cost Assessment Report, is appropriate.

SECTION 2. The time and place for submitting the report to the City Council has been noticed as required by law.

SECTION 3. The date and time for the hearing and considering the report has been noticed as the 16th day of March 2020, at 6:00 p.m., City Hall, Council Chambers, Merced, California.

SECTION 4. At the hearing, all those desiring to present evidence and testimony were provided the opportunity to do so.

SECTION 5. The City Council finds, after evaluating all testimony and other evidence, that said itemization of costs incurred by the City is correct and that the amounts charged are reasonable.

SECTION 6. The City Council hereby agrees with the abatement of said nuisance, orders and confirms the Cost Assessment Report attached as Attachment "A," and orders and confirms the charge described therein for the abatement of the nuisance.

SECTION 7. The City Council further orders that the charge be assessed against the property and directs the Tax Collector of the County of Merced to place the charge on the assessment roll to constitute a special assessment and a lien upon the property.

SECTION 8. The City Council directs the City Clerk to file this Resolution with Attachment "A" with the County Recorder of the County of Merced to provide notice of the lien against the property.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the _____ day of _____, 2020, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVEN CARRIGAN, CITY CLERK

BY:_____
Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

ADMINISTRATIVE REPORT

Agenda Item K.1. Meeting Date: 3/16/2020

Report Prepared by: Michael R. Beltran II, PE, City Engineer, Engineering Division

SUBJECT: Presentation and Discussion Regarding the Railroad Quiet Zone Feasibility Study and Implementation

REPORT IN BRIEF
Presentation for Quiet Zone Feasibility and implementation.

RECOMMENDATION
City Council - Provide direction on next steps

CITY COUNCIL PRIORITIES
The City Council has requested Staff to conduct a study to investigate the possibility of a railroad quiet zone along the BNSF railroad alignment within City limits.

DISCUSSION
Code of Federal Regulation 49 CFR Part 222, Federal Railroad Administration (FRA) requires all train engineers to utilize their locomotive horns at railroad crossings when workers are present or near the tracks, and at any time it is deemed necessary. With both Union Pacific Railroad (UPRR) and Burlington Northern Santa Fe (BNSF) Railway traversing through the City at times the amount of noise can be excessive. For this reason, the Council expressed an interest in establishing a railroad quiet zone within City limits.

RRM (Consultant) has submitted costs and conceptual drawings showing proposed layouts at each of the railway crossings.

There are 14 supplemental safety measures (SSM) to choose from in order to establish a Quiet Zone. The Consultant has identified and recommended #13 - Non-Transversable Curb Medians with or without Channelization Devices - as the most cost effective solution for the City.

The Consultant has also recommended that the City consider securing the entire railroad corridor with a barrier of some type.

History and Past Actions

On April 20, 2018, Staff received two (2) proposals with a cost proposal in separate sealed envelopes. The proposals were submitted by CTC, Inc. based in Fort Worth, Texas, with a local office

in Los Angeles, California; and RRM Design Group from San Luis Obispo, California.

On May 10, 2018, Engineering and Development Services Staff met to discuss the two proposals. Based on the meeting, it was determined that the proposal from CTC, Inc. was most qualified for the project. Once a consultant was selected, the cost proposals from CTC, Inc. and RRM Design Group were opened.

On June 18, 2018, Staff presented to Council the results of the consultant proposals and the cost associated with the project. The proposed cost from CTC, Inc. was $160,342 whereas RRM Design Group was $650,640. Based on the cost, Council directed staff to renegotiate with both consultant with reduced scope of evaluating establishment of the quiet zone along the BNSF railroad alignment.

On July 13, 2018, both CTC, Inc. and RRM Design Group submitted revised fee proposals for the quiet zone establishment and feasibility study along the BNSF railroad alignment. CTC, Inc.'s revised fee for the project was $121,044, which is a $39,298 reduction from the original amount of $160,342. RRM Design Group's revised fee for the project was $49,965, which is a $600,675 reduction from the original amount of $650,640. RRM Design Group stated that the significant reduction of fee is because they were no longer going to be providing exhibits that were ready to be used as construction documents, so the level of detail was not required to be presented. Furthermore, the project manager visited all of the railroad crossings and after doing so, he no longer felt that the crossings were as complex as he had originally envisioned. Additionally, since Union Pacific Railroad (UPRR) is no longer a part of the scope of work, a significant amount of work was eliminated.

On September 17, 2018, Engineering Staff provided a status update to City Council of the revised proposals submitted by CTC, Inc. and RRM Design Group. City Council directed Staff to proceed with RRM Design Group in achieving the project scope.

On March 1, 2019, RRM Design Group submitted a draft feasibility study to the City.

On January 6, 2020, Engineering Staff provided an update to City Council regarding the status of the Quiet Zone Feasibility Study and updated costs for implementation.

IMPACT ON CITY RESOURCES

No funding is needed at this time.

ATTACHMENTS

1. Presentation

Quiet Zones BNSF Line

City Council
Meeting Date: March 16, 2020

Presented by
Michael R. Beltran II, P.E., City Engineer

Background

- March 2017 – Council directs Staff to look at Feasibility of Quiet Zones
- April 2018 – Staff receives two (2) proposal for study
- June 2018 – Staff presents proposals to Council
- July 2018 – Proposals are resubmitted with reduced scope
- November 2018 – Council Awards Contract for Feasibility Study
- January 2019 – Council directs staff to look at funding and plan for updates to crossings

What is a Quiet Zone?

- Stretch of Track (1/2 mile minimum) where Train Horns are not Required
  - Exceptions include:
    - Emergencies
    - Person on Track
    - Workers within 25 feet of Track

Railroad Safety

- 14 Supplemental Safety Measures (SSM) established by FRA
- FRA Analyses show no statistically significant difference in accident numbers, except 2010-2011
- 1972 - 12,000 collisions, 2017 – 2100 incidents
- Operation Lifesaver
- Fencing

Funding

- General Fund Set Aside
- Measure V
- Measure C
- FRA – One Voice

Crossings

Fund Set Aside Options (thousands)

	Fiscal Years:	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	28-29	29-30
Crossing												
Highway 59		20										
Glen Avenue				150								
M Street						110						
R Street								130				
K Street										110		
U Street										90		
Bear Creek												120
Canal Street												
Fiscal Year Total		20	0	150	0	110	0	130	0	200	0	120

	Fiscal Years:	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	28-29	29-30
Crossing												
Highway 59		20										
Glen Avenue			75	75								
M Street					55	55						
R Street							65	65				
K Street									55	55		
U Street									45	45		
Bear Creek											60	60
Canal Street												
Fiscal Year Total		20	75	75	55	55	65	65	100	100	60	60

*BNSF Fees Separate

Quiet Zone Boundaries

- Highway 59 and Glen Avenue Crossings
  - Distance is acceptable to establish individual Quiet Zones
- Remaining Crossings
  - All would need to be improved before applying for Quiet Zone

Council Direction

- Plan for Implementation
  - Approve of Plan
  - Modification of Plan
  - Reject Plan

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item L.1. Meeting Date: 4/6/2020

Report Prepared by: Mike Conway, Senior Management Analyst

SUBJECT: Adoption of Resolution Confirming and Ratifying the Existence of a Local Emergency Within the Territorial Limits of the City of Merced Proclaimed by the Director of Emergency Services on March 13, 2020 Pursuant to Merced Municipal Code Section 8.20.070

REPORT IN BRIEF
Asking the City Council to Declare a State of Emergency Due to the Outbreak of the Novel Coronavirus.

RECOMMENDATION
City Council - Adopt a motion adopting **Resolution 2020-10**, a Resolution of the City Council of the City of Merced, California, Confirming and Ratifying the Existence of a Local Emergency Within the Territorial Limits of the City of Merced Proclaimed by the Director of Emergency Services on March 13, 2020 Pursuant to Merced Municipal Code Section 8.20.070.

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

AUTHORITY
Charter City of Merced, Sec. 200.

CITY COUNCIL PRIORITIES
As provided for in the 2019-20 Adopted Budget

DISCUSSION
The novel coronavirus outbreak began in Wuhan China in 2019 and spread across the globe and into the United States. As of 8 a.m. Friday, March 13, 2020, there were 247 positive cases of COVID-19 and five deaths in California, and 11,400 people were self-monitoring. There were more than 110,000 case worldwide, according to the Centers for Disease Control, with 34 states reporting cases of the

disease.

Friday, the President of the United States declared a national emergency due to the outbreak. Also on Friday Merced County declared a state of emergency. This followed the March 4, 2020 state of emergency that was declared by Gov. Newsom.

City staff has been meeting with groups and organizations throughout the community to discuss the coronavirus outbreak and its effect on their memberships. State guidelines call for large gatherings to be cancelled, along with small ones where people can't maintain social distancing. The Senior Center has been closed for all activities through the end of the month. Schools have cancelled sporting events and other activities. All City operations have been undergoing a re-examination to see how the face-to-face interactions can be limited. Even extra precautions are being taken at Council meetings.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ADMINISTRATIVE REPORT

Agenda Item L.2. Meeting Date: 3/16/2020

SUBJECT: Council Member Martinez's Request to Discuss Implementing Services for the Homeless Population

REPORT IN BRIEF
Council Member Martinez will discuss his plan for possible implementation of services for the homeless population pursuant to City Council Administrative Policies and Procedures C-1.

RECOMMENDATION
Gain Council input and possible next steps.

ATTACHMENTS
1. Memo

Discussion on Implementing Services for the Homeless Population

The city of Merced continues to face challenges from the burden of an increasing homeless population throughout the state of California. The city of Merced has been working with Merced County to establish service centers and permanent supportive housing for its homeless population. However, as these entities are built and prepared for service, challenges remain throughout the city. For residents, these challenges include upkeep and maintenance to their neighborhood parks. For businesses, these challenges include vandalism and trespassing on business sites. For tourists and consumers, these challenges include an overall appearance of unsafe or unsanitary areas for shopping and recreating.

There are many elements of managing an increasing homeless population that are beyond the city's control. However, the city council has the ability to give direction to staff regarding the enforcement of city ordinances, setting standards of safety and cleanliness in its public spaces, and working collaboratively with other service providers to give effective help to all homeless individuals seeking it. Therefore, as new services are being brought to this area, it is an appropriate time to discuss how the city of Merced seeks to facilitate the implementation of these services for its homeless population while also directly addressing the continuous challenges residents, businesses, and consumers face from the sprawling presence of its homeless population.

This item seeks to gain input from Council regarding the Council's preference for how it will service its homeless population while managing these challenges. This may include ideas such as prioritizing certain public spaces from further blight or destruction, creating a joint task force of multiple agencies that can handle situations beyond the city's sole control, and developing methods of communication among agencies that work directly with homeless individuals or families.

ADMINISTRATIVE REPORT

Agenda Item L.3. Meeting Date: 3/16/2020

Report Prepared by: Stephanie Dietz, Assistant City Manager

SUBJECT: Approving the City Council FY 2020/21 Goals and Priorities

REPORT IN BRIEF
Staff will provide a summary overview of initial comments received from Council to approve the FY 2020/21 Goals and Priorities.

RECOMMENDATION
City Council - Adopt a motion approving FY 2020/21 Goals and Priorities.

DISCUSSION
On February 19th, 20th and 26th the City Council held Town Hall meetings in Central, North and South Merced to hear from the residents of Merced on outstanding issues and areas for investment for development of the FY 2020/21 Budget. On March 2, 2020, Council provided their initial input on potential Goals and Priorities for the FY 2020/21 Budget. Staff will be providing a summary of the comments received from Council on March 2nd and seeking direction on how to integrate these into the upcoming budget.

ATTACHMENTS
1. Updated Goals and Priorities

COUNCIL GOALS & PRIORITIES

1. **Staffing (General Fund)**

   * Measure C Transition – Sunsets in 2026
   * Public Safety – Code Enforcement / Dispatchers / Police Officers
   * Parks Maintenance Workers
   * Employee Compensation

2. **Youth Programs (General Fund)**

   * Youth / Recreation Programs
   * Community Outreach – Mobilize Volunteers
   * Additional Programs with Partnerships / Voucher Program (new)
   * 27th & K for Youth Services
   * Support for the Zoo
   * Fahrens Park Bike Project

   CP 42 – Soccer Fields
   Block Party Trailer

3. **City Beautification (One-Time/General Fund)**

   * Parks Maintenance & Playground Equipment
   * Public Art / Establish Arts and Cultural District
   * Substandard Properties / Refuse Collection
   * Welcome Signs / Entry Points
   * Public Spaces

   Neighborhood Specific Improvements

4. **Local Streets (Measure V / STP / Local Transportation)**

   * Overall Streets, Sidewalks, and Street Lights
   * Safe Routes to School – Childs Avenue
   * Parsons Avenue
   * Regional Projects – Hwy 59 Widening
   * Traffic / Pedestrian Safety

5. **Future Planning**

   * Police Station/Fire Station/Public Works Yard/Park Restrooms
   * Future Annexations/Growth of City/Sewer Master Plan
   * Quiet Zones/Rail Safety
   * Growing General Fund Reserves
   * Infill Development
   * City Outskirts Services/County Islands

   Rebranding Merced Neighborhoods
   Sign Code Update
   Public Facilities Fee Program Update

6. **Economic Development**

   * Industrial Development
   * Yosemite Travel
   * Enhanced Infrastructure Financing District (EIFD)

   Airport Development
   Economic Opportunity Zones - Prospectus

7. **Downtown**

   * Substandard Properties / Store Fronts
   * Housing
   * Bob Hart Square Extension
   * Consistent foot patrols

   Parking Solutions / Trolley
   Property Based Improvement District (PBID)

8. **Regional Transportation**

   * High Speed Rail
   * ACE Train
   * Amtrak
   * Campus Parkway / Merced Loop System

   Bus Routes / Bus Stop Coordination

9. **Sustainability**

   * SGMA / IRWM Implementation
   * Flood Prevention
   * Groundwater Recharge
   * Surface Water Projects

   Climate Action Plan

10. **Housing / Homelessness**

    * Childs & B Street Project (119 units)
    * Gateway Terrace II Apartments (50)
    * Single-Family / Tri-Plex Opportunities
    * First-Time Home Buyer Education Program

    SB 2 Implementation Plan

11. **Community Wellness**

    * 16th Street / Motel Drive Issues
    * Neighborhood Watch
    * Expanded Citizen's Police Academy

12. **Agency Partnerships**

    * County – Navigation Center, Homeless Court, Drug Prevention, Public Heath, Job Training, Youth Programs
    * UC Merced – Internships
    * Merced College – Job Training
    * Schools – Youth Programs, Activate Recreational Space

* Charter Review – Cash Basis Fund to be completed at FY 2020/21 Budget

** Multi-Year Priority*

CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item L.4. Meeting Date: 3/16/2020

SUBJECT: Request to Add Item to Future Agenda

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

ADMINISTRATIVE REPORT

Agenda Item L.5. Meeting Date: 3/16/2020

SUBJECT: City Council Comments

REPORT IN BRIEF

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