



CITY OF MERCED

Meeting Agenda

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

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

Tuesday, February 16, 2016

7:00 PM

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

NOTICE TO PUBLIC

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

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

PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK

Members of the audience who wish to address the City Council are requested to complete a speaker card available at the podium against the right-hand side of the Council Chambers. 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 Chambers

A. CALL TO ORDER

A.1. Invocation - Bruce Metcalf, Merced Rescue Mission

A.2. Pledge of Allegiance to the Flag

B. ROLL CALL

B.1. In accordance with Government Code 54952.3, it is hereby announced that the City Council sits either simultaneously or serially as the Parking Authority, and 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 Public Financing and Economic Development Authority receive no compensation.

C. CEREMONIAL MATTERS

- C.1. [16-053](#) **SUBJECT:** Proclamation - Teen Dating Violence Awareness and Prevention Month

REPORT IN BRIEF

Accepted by Chee Yang, Program Director at Valley Crisis Center

D. WRITTEN PETITIONS AND COMMUNICATIONS

E. 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. State law prohibits the City Council from acting at this meeting on any matter raised during the public comment period. The Mayor may, at his discretion, decrease the time allotted to speakers in order to accommodate as many speakers as possible. Members of the public who wish to speak on a matter this is listed on the agenda will be called upon to speak during discussion of that item.

F. CONSENT CALENDAR

Adoption of the Consent Calendar may be made by one motion of the City Council, provided that any Councilmember, 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.

- F.1. [15-312](#) **SUBJECT:** Citizens Oversight Committee Measure C Minutes of August 11, 2015

RECOMMENDATION

City Council - Adopt a Motion approving and filing.

- F.2. [16-052](#) **SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of October 5, 2015, November 14, 2015, and November 19, 2015

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 October 5, 2015, November 14, 2015, and November 19, 2015.

F.3. [16-051](#) **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.

F.4. [16-003](#) **SUBJECT:** Introduction of an Ordinance Dealing with No Parking Zones (Canal Street)

REPORT IN BRIEF

Consider a recommendation from the Traffic Committee approving the addition of no parking zones adjacent to the driveway facing Canal Street for the entrance of 459 West 25th Street.

RECOMMENDATION

City Council - Adopt a motion introducing **Ordinance 2455**, an Ordinance of the City Council of the City of Merced, California, Amending Section 10.28.230, "No Parking Zones" of the Merced Municipal Code.

F.5. [16-020](#) **SUBJECT:** Change Order with DOD Construction for the CDBG South Merced ADA Ramps Project 115028

REPORT IN BRIEF

Consider approving a change order in the amount of \$33,662.60 for the installation of 5 additional handicap access ramps and connecting sidewalks at various locations in South Merced.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a technical amendment to the 2014 HUD Annual Action Plan in the amount of \$29,110 due to the construction costs for the additional ramps; and,

B. Authorizing a transfer from Fund 018-Housing to Fund 450-Streets and Signals CIP in the amount of \$29,110 and appropriating the same to Account 450-1104-637.65-00-Project 115028 South Merced ADA Ramps; and,

C. Approving the Second Amendment to Interdepartmental Cooperative Agreement between the City of Merced Economic Development and Development Services Departments in the amount of \$29,110; and,

D. Approving Change Order No. 1 for the CDBG South Merced ADA Ramps Project 115028, with DOD Construction, in the amount of \$33,662.60; and,

E. Authorizing the City Manager to execute the necessary documents.

F.6. [16-025](#)

SUBJECT: Increase Contingency Percentage for the Public Works Corp Yard Fleet Shop Upgrade Project 114060

REPORT IN BRIEF

Authorizes the City Manager to approve change orders to the construction contract for the Public Works Corp Yard Fleet Shop Upgrade Project 114060 for up to 50% of the original contract amount, not to exceed \$96,709.80.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a Supplemental Appropriation in the amount of \$77,368.00 to Fleet Capital Improvement Account 670-1103-637.65-00 Project 114060 from the unappropriated, unreserved fund balance; and,

B. Approving a contingency percentage not to exceed 50% of the original construction contract, amount not to exceed \$96,709.80, for the Public Works Corp Yard Fleet Shop Upgrade Project 114060; and,

C. Authorizing the City manager to execute the necessary documents and to approve change orders not to exceed 50% of the total contract.

F.7. [16-038](#)

SUBJECT: Consider an Application to the Institutional Turf Program for the Applegate Rose Garden

REPORT IN BRIEF

Consider applying to the Department of Water Resources (DWR) and California Conservation Corps (CCC) for the Institutional Turf Program for a pilot project at the Rose Garden in Applegate Park to enhance the water efficiency of the garden.

RECOMMENDATION

City Council - Adopt a motion authorizing Staff to apply for a project for

water efficiency upgrades at the Rose Garden funded by the DWR and CCC up to \$20,000 in materials and labor; and if accepted, authorize the City Manager to execute the necessary documents.

F.8. [16-026](#)

SUBJECT: Right-of-Way Dedications for the G Street Undercrossing Project and the Highway 59 and Cooper Ave Traffic Signal Project

REPORT IN BRIEF

Dedicate portions of City owned properties for public road use along G Street from 23rd Street to 25th Street and along the extension of Willowbrook Drive near Highway 59.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2016-09**, a Resolution of the City Council of the City of Merced, California, approving dedication of road right-of-way along G Street from 23rd Street to 25th Street for public road use; and,

B. Adopting **Resolution 2016-10**, a Resolution of the City Council of the City of Merced, California, approving dedication of road right-of-way along Extension Willowbrook Drive for public road use; and,

C. Authorizing the City Manager to execute the necessary documents.

F.9. [16-041](#)

SUBJECT: Second Amendment to CP-42 Lease Agreement with Seth Rossow

REPORT IN BRIEF

Second amendment to lease agreement with Seth Rossow to decrease amount of leasable land.

RECOMMENDATION

City Council - Adopt a motion approving the amendment to the lease agreement with Seth Rossow; and, authorizing the City Manager to execute the necessary documents.

F.10. [16-029](#)

SUBJECT: Street Closure Request 16-02 for Velo Promo, LLC, for the 29th Annual Original Merced Criterium Bicycle Race

REPORT IN BRIEF

Consider a request for use of City streets.

RECOMMENDATION

City Council - Adopt a motion approving the street closures as requested below by Velo Promo, LLC, on Sunday, February 21, 2016, from 6:00 a.m. to 5:00 p.m., subject to the conditions listed in the body of this report.

Requested street closures: West Main Street between M and N Streets; West 18th Street between M and N Streets; West 19th Street between M and N Streets; West 20th Street between M and N Streets; West 21st Street between M and N Streets (including Courthouse Loop); the east side of N Street from the alley between West 16th and West Main Streets to West 21st Street (full closure north of West 20th Street); and M Street from West Main to West 21st Streets.

G. BUSINESS

G.1. [16-054](#) **SUBJECT: Discussion on City Manager Evaluation Form**

REPORT IN BRIEF

This item is in response to Council Member Belluomini's request to discuss changes to the City Manager Evaluation Form.

G.2. Request to Add Item to Future Agenda

G.3. City Council Comments

H. ADJOURNMENT



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item: C.1.

Meeting Date: 2/16/2016

SUBJECT: Proclamation - Teen Dating Violence Awareness and Prevention Month

REPORT IN BRIEF

Accepted by Chee Yang, Program Director at Valley Crisis Center



Proclamation

- WHEREAS, The City of Merced is committed to the well-being and protection of our youth, the safety of our communities, and to fostering a society based upon respect for one another, and where violence has no role; teen dating violence, and its various forms of control and abuse, is a serious crime that can continue into adulthood, with the potential to destroy lives; and
- WHEREAS, dating violence can have a negative effect on health throughout life, as teens who are victims are more likely to be depressed, have eating disorders, do poorly in school, engage in unhealthy behaviors such as drug and alcohol use, and think about or attempt suicide; sadly for a number of today's teenagers, dating violence is a reality, and many parents and guardians are unaware that their teenager son, daughter, or child within their care is a victim; and
- WHEREAS, national studies on this issue indicate that approximately 1 in 3 adolescent girls experience some form of interpersonal violence; nearly 1 in 10 teens report they were intentionally hit, slapped, or physically hurt by their boyfriend or girlfriend, 62% of young teens -ages 11 to 14 years- report knowing friends who have been in verbally abused by a boyfriend or girlfriend; and
- WHEREAS, California has focused on the teen dating violence issues through effective measures and action, including a teen-focused dating abuse and healthy relationship website, a social media initiative, and public awareness campaign such as loveisrespect.org; and
- WHEREAS, both houses of the U.S congress have declared February as "National Teen Dating Awareness and Prevention Month".

NOW, THEREFORE, I, STANLEY P. THURSTON, Mayor of the City of Merced, do hereby proclaim the month of February, TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH in the City of Merced and encourage youth, families, schools, law enforcement, communities, government agencies, elected officials, and civic organizations to promote public awareness of teen dating violence.

Signed this 16th day of February, 2016.

Stanley P. Thurston, Mayor of Merced



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item: F.1.

Meeting Date: 2/16/2016

SUBJECT: Citizens Oversight Committee Measure C Minutes of August 11, 2015

RECOMMENDATION

City Council - Adopt a Motion approving and filing.

ATTACHMENTS

1. 8-11-2015 Measure C Minutes



CITY OF MERCED

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

Minutes Measure C Citizens' Oversight Committee

Tuesday, August 11, 2015

6:00 PM

A. CALL TO ORDER

Committee Chair RASBERRY called the meeting to order at 6:02 p.m.

A.1. Pledge of Allegiance to the Flag

B. ROLL CALL

Present: 5 - Charles Reyburn, Francisco Varela, Jacqueline Walther-Parnell, Isabel Sanchez
and Jerome Rasberry

Absent: 1 - Daniel Kazakos

C. ORAL COMMUNICATIONS

There were no audience members who wished to speak.

D. CONSENT CALENDAR

D.1. **SUBJECT:** Citizens Oversight Committee Measure C Minutes of May 12, 2015

RECOMMENDATION

Adopt a motion approving and filing.

A motion was made by Vice Chair WALTHER-PARNELL and seconded by Committee Member SANCHEZ to approve the minutes of May 12, 2015. It carried by the following vote:

Aye: 5 - Member Reyburn
Member Varela
Vice Chair Walther-Parnell
Member Sanchez
Chairperson Rasberry

No: 0

Absent: 1 - Member Kazakos

D.2. **SUBJECT:** Measure C - 2015-2016 Council Approved Budget

RECOMMENDATION

Adopt a motion accepting as information only.

Vice Chair WALTHER-PARNELL questioned the use of Measure C funds for technology items instead of funding actual positions. City Manager BRAMBLE answered that it was still used for public safety and that new positions were funded by the General Fund for 2015/2016.

A motion was made by Vice Chair WALTHER-PARNELL and seconded by Committee Member VARELA to approve this item. It carried with the following vote:

Aye: 5 - Member Reyburn
Member Varela
Vice Chair Walther-Parnell
Member Sanchez
Chairperson Raspberry

No: 0

Absent: 1 - Member Kazakos

E. REPORTS

E.1. **SUBJECT:** Revenue and Expense Reports - June 30, 2015 Preliminary

RECOMMENDATION

Adopt a motion accepting as information only.

A motion was made by Committee Member VARELA and seconded by Vice Chair WALTHER-PARNELL to accept the report as information only. The motion carried by the following vote:

Aye: 5 - Member Reyburn
Member Varela
Vice Chair Walther-Parnell
Member Sanchez
Chairperson Raspberry

No: 0

Absent: 1 - Member Kazakos

F. ADJOURNMENT

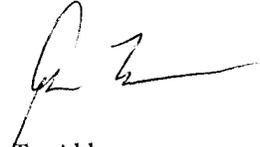
A motion was made by Committee Member SANCHEZ and seconded by Committee Member VARELA to adjourn the meeting to the next regular meeting. The motion carried by the following vote:

Aye: 5 - Member Reyburn
Member Varela
Vice Chair Walther-Parnell
Member Sanchez
Chairperson Raspberry

No: 0

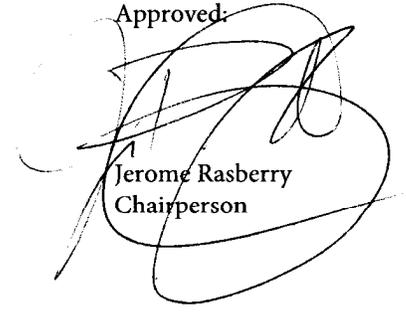
Absent: 1 - Member Kazakos

By:



John Tresidder
Interim Assistant City Clerk

Approved:



Jerome Rasberry
Chairperson



ADMINISTRATIVE REPORT

Agenda Item: F.2.

Meeting Date: 2/16/2016

SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of October 5, 2015, November 14, 2015, and November 19, 2015

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 October 5, 2015, November 14, 2015, and November 19, 2015.

ALTERNATIVES

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

ATTACHMENTS

1. Minutes of October 5, 2015
2. Minutes of November 14, 2015
3. Minutes of November 19, 2015



CITY OF MERCED

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

Minutes

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

Monday, October 5, 2015

7:00 PM

A. CLOSED SESSION ROLL CALL

Present: 7 - Mayor Stanley P. Thurston, Mayor Pro Tempore Joshua Pedrozo, Council Member Michael Belluomini, Council Member Kevin Blake, Council Member Tony Dossetti, Council Member Noah Lor, and Council Member Mike Murphy

Absent: 0

B. CLOSED SESSION

Mayor THURSTON called the Closed Session to order at 6:01 pm.

B.1. **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: Director of Support Services Deneen Proctor; Employee Organization: International Association of Fire Fighters, Local 1479. AUTHORITY: Government Code Section 54957.6

B.2. **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - Significant Exposure to Litigation: (2) Cases; Authority: Government Code Section 54956.9(d)(2)

Clerk's Note: Council adjourned from Closed Session at 6:50 pm.

C. CALL TO ORDER

Mayor THURSTON called the Regular Meeting to order at 7:00 pm.

C.1. Invocation - Pastor Al Schaap, Gateway Community Church

The invocation was delivered by Pastor Al Schaap of Gateway Community Church.

C.2. Pledge of Allegiance

D. ROLL CALL

Present: 7 - Mayor Stanley P. Thurston, Mayor Pro Tempore Joshua Pedrozo, Council Member Michael Belluomini, Council Member Kevin Blake, Council Member Tony Dossetti, Council Member Noah Lor, and Council Member Mike Murphy

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 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 Public Financing and Economic Development Authority receive no compensation.

E. REPORT OUT OF CLOSED SESSION

There was no report out of Closed Session.

F. CEREMONIAL MATTERS

F.1. **SUBJECT: Letter of Recognition for Onis Lentz**

REPORT IN BRIEF

Accepted by Onis Lentz.

Council Member MURPHY presented a letter of recognition to Onis LENTZ for 75 years of service to the Boy Scouts of America.

F.2. **SUBJECT: Proclamation - Breast Cancer Awareness Month**

REPORT IN BRIEF

Accepted by representative of Merced City Fire Department, IAFF Local #1479.

Mayor THURSTON read a Proclamation for Breast Cancer Awareness Month which was received by members of the Merced Fire Department.

F.3. **SUBJECT: Proclamation - Fire Prevention Month**

RECOMMENDATION

Accepted by Merced Fire Captain Jim Evans.

Council Member LOR read a Proclamation for Fire Prevention Month which was received by Fire Captain Jim EVANS of the Merced Fire Department.

F.4. **SUBJECT: Proclamation - Freedom from Workplace Bullies Week**

REPORT IN BRIEF

Accepted by Director of Support Services, Deneen Proctor.

Council Member BLAKE read a Proclamation on Freedom from Workplace Bullies Week which was accepted by Director of Support

Services, Deneen PROCTOR.

G. WRITTEN PETITIONS AND COMMUNICATIONS

There were no written petitions or communications.

H. ORAL COMMUNICATIONS

Heike HAMBLEY, Merced - spoke on the Shakespeare Fest and problems with the open air theater.

Bruce METCALF, Merced Rescue Mission - spoke on a warming center for the homeless.

Steve PATEL, Merced - spoke about sidewalks on Motel Drive.

Peter HOWELL, Merced - spoke about leadership.

Stan MURDOCK, Public Works Director - spoke on the volunteer program through Public Works.

I. CONSENT CALENDAR

Item I.3. - City Council/Pubic Financing and Economic Development/Parking Authority Meeting Minutes of May 13, 2015, May 28, 2015, June 1, 2015, June 8, 2015, June 15, 2015, July 6, 2015, July 8, 2015, July 20, 2015, and July 20, 2015 and Item I.5. - Revised Job Description and Salary Range for Public Works Director were pulled for separate consideration.

Approval of the Consent Agenda

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

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

I.1. SUBJECT: Information Only Contracts

This Consent Item was approved.

I.2. SUBJECT: Information Only - Economic Development Advisory

Committee Minutes of April 2015, Lack of Quorum Form of June 2015 and Economic Development Advisory Committee Minutes of July 2015

This Consent Item was approved.

I.4. 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.6. SUBJECT: Second Reading - Ordinance Dealing with No Parking Zones, Two-Way Stop Intersections, and Stop Sections Designated

REPORT IN BRIEF

Second Reading of previously introduced Ordinance.

RECOMMENDATION

City Council - Adopt **Ordinance 2448**, and Ordinance of the City Council of the City of Merced, California, Amending Section 10.28.230, "No Parking Zones", Section 10.28.370, "Two-Way Stop Intersections", and Section 10.28.380, "Stop Intersections Designated" of the Merced Municipal Code.

This Consent Item was approved.

I.7. SUBJECT: Accept and Appropriate Donated Funds for National Night Out Celebration

REPORT IN BRIEF

Accept donation from McLane Company and appropriate funds to offset costs of National Night Out Celebration

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting the donation of \$2,000 from the McLane Company for National Night Out Celebration

B. Increasing Police revenue account #001-1001-360-01-01 by \$2,000 and appropriating the same in Fund #001-1037-522-29-00 for expenses related to National Night Out.

This Consent Item was approved.

I.3.

SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of May 13, 2015, May 28, 2015, June 1, 2015, June 8, 2015, June 15, 2015, July 6, 2015, July 8, 2015, July 20, 2015 and July 22, 2015

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 May 13, 2015, May 28, 2015, June 1, 2015, June 8, 2015, June 15, 2015, July 6, 2015, July 8, 2015, July 20, 2015 and July 22, 2015.

Council Member BELLUOMINI pulled this item to request amendments to the June 15, 2015, July 6, 2015 and July 20, 2015 meeting minutes.

A motion was made by Council Member Belluomini, seconded by Council Member Lor, to approve the balance of the minutes with the June 15, July 6, and July 20 minutes being amended by staff for approval at a future meeting. The motion carried by the following vote:

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

I.5.

SUBJECT: Revised Job Description and Salary Range for Public Works Director

REPORT IN BRIEF

Consider adopting Resolution revising the Job Description and Salary Range for the Public Works Director to become single incumbent

position.

RECOMMENDATION

City Council - Adopt **Resolution 2015-40**, A Resolution of the City Council of the City of Merced, California, amending the personnel allocation in the Public Works Department by deleting one Public Works Director position and amending the Job Description and Salary Range for the Public Works Director.

Council Member BELLUOMINI pulled this item for clarification on the licensing requirements for the new Public Works Director job title.

City Manager BRAMBLE responded that there is a formal City Engineer that would work with the Director on projects.

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

Aye: 7 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, Council Member Lor, and Council Member Murphy

No: 0

Absent: 0

J. PUBLIC HEARINGS

J.1. **SUBJECT:** Consideration of City Council District Maps Recommended by the Independent Districting Advisory Commission and Determination When Council Members Will Be Elected from New Districts

REPORT IN BRIEF

Review City Council district map recommendations submitted by the Independent Districting Advisory Commission. Through the adoption of an ordinance, the City Council will make its selection of one map for the area of the City north of the Burlington/Santa Fe railroad tracks (three City Council districts) and one map for the area of the City south of these railroad tracks (three City Council districts). In addition, through the adoption of this ordinance, the City Council will determine which three of the new City Council districts will be up for election in 2016 and which three will be up for election in 2018.

RECOMMENDATION

City Council - Adopt a motion introducing **Ordinance 2449**, and

Ordinance of the City Council of the City of Merced, California, Adding Chapter 1.17 Entitled "City Council Districts" to the Merced Municipal Code.

Douglas JOHNSON, National Demographics Corporation - gave an overview of how the districting process came about, the formation of the Districting Committee and the timeline involved in selecting the maps. He also went over the legal requirements in selecting districts. He spoke about the outreach done in order to get the public maps submitted and gave an overview of the final maps being presented to Council.

Council asked how the future annexation of UC Merced would affect the proposed maps and whether census blocks could be divided to maintain neighborhoods.

Mr. JOHNSON stated that due to time constraints, moving lines was not an option.

Council questioned how certain lines were decided upon and had concerns that some groups were not being represented properly.

Mr. JOHNSON answered that after the main neighborhoods had been decided, it really came down to balancing the population numbers that moved lines away from major streets.

Mayor THURSTON opened the Public Hearing at 8:20 pm. He asked that people speaking on southern maps come to the podium first and people speaking on northern maps follow.

South Merced Maps:

Onis LENTZ, Merced - spoke on the importance of voting districts.

Cindy MORSE, Merced - read a statement from the Downtown Neighborhood Association supporting NDC C map for South Merced.

Daniel KAZAKOS, Merced - spoke in favor of the NDC C map for South Merced.

Keith ENSMINGER, Merced - spoke in favor of the NDC C map for South Merced.

Clifford DALE, Merced - spoke in favor of the Palma map for South Merced.

Loretta SPENCE, Merced - spoke in favor of the Palma map for South Merced.

Joyce DALE, Merced - spoke in favor of the Palma map for South Merced.

Samantha VALADEZ, Merced - spoke in favor of the Palma map for South Merced.

Dakota LOCKE, Merced - spoke in favor of the Palma map for South Merced.

Isai PALMA, Merced - spoke in favor of the Palma map for South Merced.

North Merced Maps:

Keith ENSMINGER, Merced - spoke in favor of the Belluomini map for North Merced.

Rick MCMILLION, Merced - spoke on districting in general

Onis LENTZ, Merced - spoke in favor of the Belluomini map for North Merced.

Miguel LOPEZ, Independent Districting Advisory Committee Chair - spoke about the process and their final decision.

See LEE, Independent Districting Advisory Committee Member - spoke on the selection process the committee went through.

Kelly ROSEMAN, Independent Districting Advisory Committee Member - spoke on how the final maps were decided on.

Mayor THURSTON closed the Public Hearing at 9:04 pm.

Council thanked the Independent Districting Advisory Committee for their work narrowing down the maps to the final submissions and the community for coming to the meeting to show their support.

Council further discussed the maps to note positives and negatives for each map that had been presented regarding the lines drawn, voter population, and fairly representing the neighborhoods.

Council briefly discussed which Council Member resides in each district and who would run in the upcoming election year. The discussion

continued as to which districts should be selected for the 2016 and 2018 elections.

Mayor THURSTON called for a vote on the maps before discussing the election dates for districts further.

A motion was made by Mayor Pro Tempore Pedrozo, seconded by Mayor Thurston, to adopt the NDC South map. The motion carried by the following vote:

Aye: 6 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Belluomini, Council Member Blake, Council Member Dossetti, and Council Member Murphy

No: 1 - Council Member Lor

Absent: 0

Abstain: 0

A motion was made by Mayor Pro Tempore Pedrozo, seconded by Council Member Murphy, to adopt the NDC North map. The motion carried by the following vote:

Aye: 4 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Dossetti, and Council Member Murphy

No: 3 - Council Member Lor, Council Member Belluomini, and Council Member Blake

Absent: 0

Abstain: 0

Council held a brief discussion on which districts should be up for election in 2016.

Mayor THURSTON reopened the Public Hearing at 9:48 pm for audience members wishing to speak on election dates.

Daniel KAZAKOS, Merced - spoke in favor of having two southern districts up for election in 2016.

Onis LENTZ, Merced - asked Council to consider the people and not the political aspects of which districts to choose for election in 2016.

Lane WATSON, Merced - asked Council to consider multiple districts from the south up for election in 2016.

Keith ENSMINGER, Merced - spoke in favor of making the best choice for the City.

Theresa McINTIRE, Districting Committee Member - suggested the use of odd and even numbers to choose which districts should be up for election in 2016.

Angela BAXTER, Merced - spoke in favor of two southern districts for election in 2016.

Marylin MOCHEL, Merced - spoke in favor of odd districts up for election in 2016.

Anthony MARTINEZ, Merced - spoke about the unity of our city.

See LEE, Districting Committee Member - suggested that lower voter turnout districts should be up for election in 2016.

Onis LENTZ, Merced - stated that the problems of our city are not unique.

Miguel LOPEZ, Districting Committee Member - thanked Council and the City for the opportunity to serve on the committee.

Mayor THURSTON closed the Public Hearing at 10:07 pm.

Council continued to discuss the different options and scenarios that could occur in regards to the election dates for the different districts.

A motion was made by Council Member Dossetti, seconded by Mayor Pro Tempore Pedrozo, to have Districts 1, 3, and 5 up for election in 2016 and Districts 2, 4, and 6 up for election in 2018. The motion carried by the following vote:

Aye: 4 - Mayor Thurston, Mayor Pro Tempore Pedrozo, Council Member Blake, and Council Member Dossetti

No: 3 - Council Member Belluomini, Council Member Lor, and Council Member Murphy

Absent: 0

K. REPORTS

Clerk's Note: Prior to hearing Reports, Mayor THURSTON called for a 10 minute recess.

K.1. **SUBJECT:** City of Merced Water Conservation Efforts Update

REPORT IN BRIEF

Report on the efforts made to date by City forces for water conservation.

RECOMMENDATION

Information Only

Stan MURDOCK, Public Works Director - gave a brief report on the City's water conservation efforts. He commended the City and the citizens for the water savings.

Council asked for an estimate on trees lost from the drought and the current watering situation in the parks.

Mr. MURDOCK stated that approximately one hundred trees had to be removed at this point. He pointed out that the City has well over one hundred thousand trees. He stated that the water had been turned off at the introduction of the Governor's Executive Order but in June the City began watering parks once a week and then twice a week starting in August.

L. BUSINESS

L.1. Request to Add Item to Future Agenda

Mayor Pro Tempore PEDROZO requested a future discussion on adding sidewalks near Motel Drive.

City Manager BRAMBLE stated this will be discussed at the November budget review.

L.2. City Council Comments

Council Member MURPHY reported that he attended the ribbon cutting for Boutique Air. He also reported attending the press conference on water conservation at Applegate Park and the "Back the Blue" event at the Police station.

Council Member BELLUOMINI reported attending the League of California Cities Conference and found it very useful and interesting. He also reported attending the American Planning Association Conference in Oakland.

Council Member LOR also reported attending the League of California Cities Conference.

Mayor Pro Tempore PEDROZO also reported attending the League of California Cities Conference. He also gave a report on the Transportation Expenditure Plan Meeting with MCAG.

Council Member DOSSETTI gave a report on the MCAG meeting and the sessions he attended at the League of California Cities Conference.

M. ADJOURNMENT

On a motion by Mayor Pro Tempore Pedrozo and a second by Council Member Blake, with all in favor, the meeting was adjourned to October 7, 2015 at 5:30 pm.

Clerk's Note: The meeting adjourned at 10:46 pm.



CITY OF MERCED

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

Minutes

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

Saturday, November 14, 2015

8:30 AM

Closed Session Only

A. CLOSED SESSION ROLL CALL

Mayor THURSTON called the Special Closed Session to order at 8:30 am.

Present: 7 - Mayor Stanley P. Thurston, Mayor Pro Tempore Joshua Pedrozo, Council Member Michael Belluomini, Council Member Kevin Blake, Council Member Tony Dossetti, Council Member Noah Lor, and Council Member Mike Murphy

Absent: 0

B. CLOSED SESSION

B.1. **SUBJECT:** PUBLIC EMPLOYMENT - TITLE: City Manager;
AUTHORITY: Government Code 54957. Interviews of City Manager
Candidates.

B.2. **SUBJECT:** PUBLIC EMPLOYMENT - TITLE: Interim City Manager;
AUTHORITY: Government Code 54957.

C. ADJOURNMENT

A motion was made by Mayor Pro Tempore Pedrozo with a second by Council Member Murphy and with all in favor, the meeting adjourned a 4:46 pm.



CITY OF MERCED

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

Minutes

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

Thursday, November 19, 2015

6:00 PM

Adjourned Regular Meeting/Closed Session Only

A. CLOSED SESSION ROLL CALL

Mayor THURSTON called the adjourned Closed Session to order at 6:05 pm.

Present: 7 - Mayor Stanley P. Thurston, Mayor Pro Tempore Joshua Pedrozo, Council Member Michael Belluomini, Council Member Kevin Blake, Council Member Tony Dossetti, Council Member Noah Lor, and Council Member Mike Murphy

Absent: 0

B. CLOSED SESSION

SUBJECT: PUBLIC EMPLOYMENT - TITLE: City Manager;

AUTHORITY: Government Code 54957. Interviews of City Manager Candidates.

M. ADJOURNMENT

On a motion by Mayor Pro Tempore Pedrozo with a second by Council Member Blake and with all in favor, the meeting adjourned at 9:57 pm.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item: F.3.

Meeting Date: 2/16/2016

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

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

RECOMMENDATION

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



ADMINISTRATIVE REPORT

Agenda Item: F.4.

Meeting Date: 2/16/2016

Report Prepared by: *Jamie Cruz, Secretary II, Engineering*

SUBJECT: Introduction of an Ordinance Dealing with No Parking Zones (Canal Street)

REPORT IN BRIEF

Consider a recommendation from the Traffic Committee approving the addition of no parking zones adjacent to the driveway facing Canal Street for the entrance of 459 West 25th Street.

RECOMMENDATION

City Council - Adopt a motion introducing **Ordinance 2455**, an Ordinance of the City Council of the City of Merced, California, Amending Section 10.28.230, "No Parking Zones" of the Merced Municipal Code.

ALTERNATIVES

1. Approve, as recommended by the Traffic Committee; or,
2. Modify ordinance for introduction; or,
3. Deny.

AUTHORITY

This request amends the designated no parking zones listed in Merced Municipal Code (MMC) Section 10.28.230.

The California Vehicle Code (CVC) gives a local body (or official) jurisdiction for traffic control devices, provided the devices are installed in accordance with the State Traffic Manual.

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

As a result of the November 10, 2015 meeting, the Traffic Committee approved the addition of no parking zones along Canal Street. The no parking zones are located adjacent to the Canal-facing driveway entrance of 459 West 25th Street (see Attachment 2). The resident requested the no parking zones due to customers of the neighboring office complex blocking the residential driveway access (see Attachment 3). It was determined that a no parking zone of eight feet on each side of the driveway would improve visibility and allow enough space for the resident to safely enter and exit the driveway.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Proposed Ordinance
2. Location Map
3. Citizen Request #15-026
4. Minutes Excerpt - November 10, 2015

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AMENDING SECTION 10.28.230, "NO PARKING
ZONES," OF THE MERCED MUNICIPAL CODE**

**THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN
AS FOLLOWS:**

SECTION 1. AMENDMENT TO CODE. Section 10.28.230, "No Parking Zones", of the Merced Municipal Code is hereby amended by adding the following portions of the following street:

"Street:

Portion:

East side of Canal Street

Beginning at the southern return of the driveway facing Canal Street for the entrance to 459 West 25th Street, then southerly 8 feet.

East side of Canal Street

Beginning at the northern return of the driveway facing Canal Street for the entrance to 459 West 25th Street, then northerly 8 feet."

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of

competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ____ day of _____, 2016, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2016, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

Mayor

**ATTEST:
CITY CLERK**

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Ken Lopez 1/26/16
City Attorney **Date**



459 W. 25th Street

CANAL ST

25TH ST



City of Merced

RQ#: 15-020

Citizen Action Request Form: Traffic Committee

Contact Person: Quina Love Day Phone: _____

Address: _____ Today's Date: 7/29/15

Location of Concern: Canal Street @ our driveway
(both sides)

Describe Concerns At This Location: People that are going to the
Dr. office across the street block our driveway
It sometimes makes it impossible to pull out into
the street.
On many occasions my husband has had to
go to different offices trying to find the person
that is blocking our driveway to ask them to
move.

over →

For Official Use Only:

Project #: _____ Date Received: _____ Date Field Inspected: _____

Field Inspection Results: _____

Date Response To Contact Person: _____ Resolution of Concern: _____

Date Completed: _____

Traffic Engineer's Signature or Designee

Date

On 9/8 @ approx 9:45 my husband and I came back from the bank. His SUV + work trailer were in the driveway. To pull in to my driveway I had to maneuver in and out twice because a car was parked blocking part of my driveway. Cars had to stop in the street while I did this and weekdays are very busy on Canal because of the commercial offices.

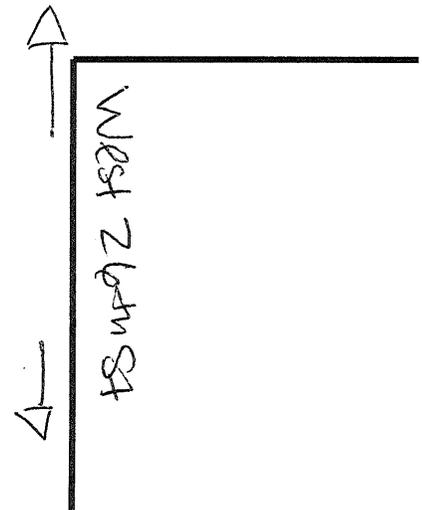
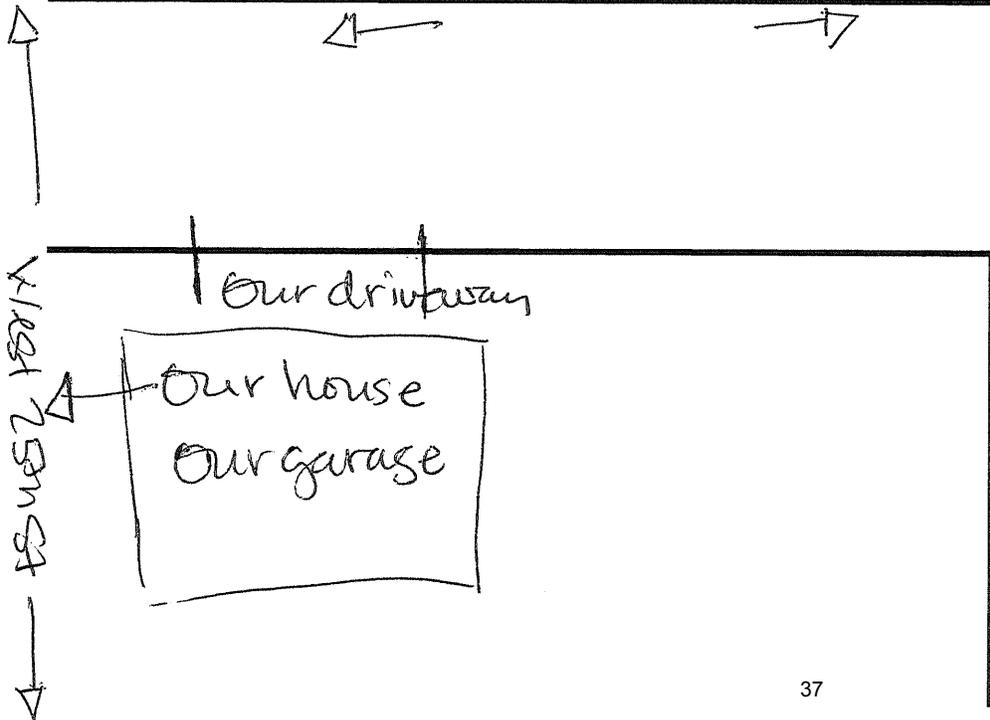
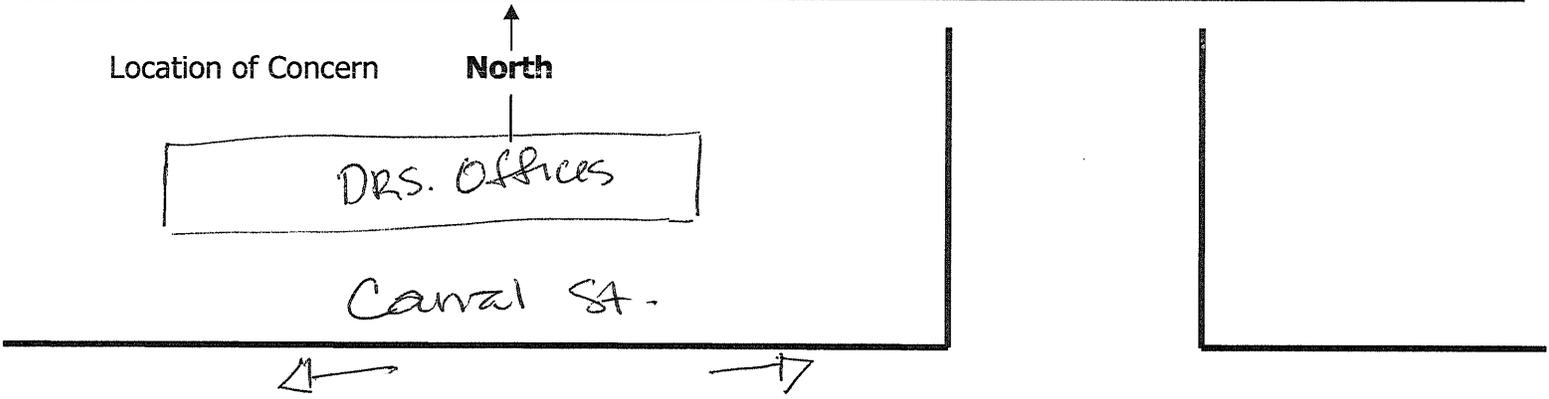
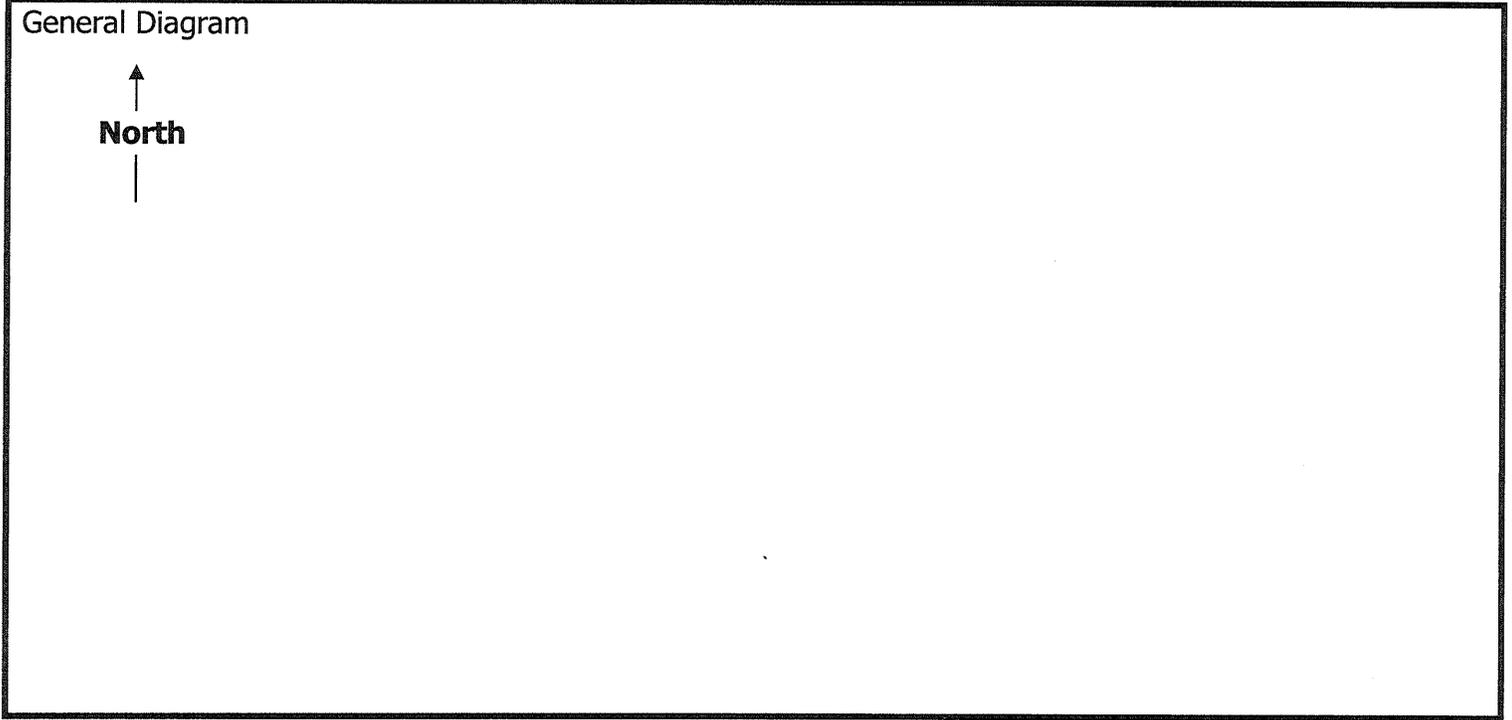
Another issue is our garbage. Today (9/16/15) I saw my green waste was tipped over. I asked the driver in the car next to the can if he had done it, he said no.

I had to run errands, but knew he was going to knock it over on purpose. Sure enough I heard the garbage truck and looked out my window to make sure it was still standing. The guy was intentionally trying to hit^{it} with his car to tip it over. He was waving the garbage truck to go!! The garbage man (you know what I mean) was laughing in disbelief. When I ran out there yelling he took off.

But this is been going on as well.

Thank you,
Gina Love

DIAGRAMS





9:00 9/9/15 Photographed from My driveway



38
Photographed from My Kitchen window 9:30 9/9/15

MINUTES EXCERPT
TRAFFIC COMMITTEE
NOVEMBER 10, 2015

3. Request #15-026 – Request for Resolution of Parking Issues at Canal and West 25th Street (Gina Love)
(Citizen details issues of vehicles blocking residential driveway access to 459 West 25th Street due to the close proximity to an office complex.)

Chairperson ELWIN suggested eight (8) feet of no parking on each side of the driveway entrance facing Canal Street to alleviate the parking conflicts.

MOTION: To approve an 8-foot No Parking Zone on each side of the driveway entrance to 459 West 25th Street.

COUNCIL ACTION REQUIRED: Approve amending the current ordinance to add the no parking zone.

Ken Elwin Moved, Julie Nelson Seconded

Vote: 4-0

Voting Aye: Ken Elwin, Mike Miller, Julie Nelson, Shawn Henry

Absent: Jacob Struble



ADMINISTRATIVE REPORT

Agenda Item: F.5.

Meeting Date: 2/16/2016

Report Prepared by: *John C. Sagin Jr., AIA, Principal Architect and
Mark E. Hamilton, Housing Program Supervisor*

SUBJECT: Change Order with DOD Construction for the CDBG South Merced ADA Ramps Project 115028

REPORT IN BRIEF

Consider approving a change order in the amount of \$33,662.60 for the installation of 5 additional handicap access ramps and connecting sidewalks at various locations in South Merced.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving a technical amendment to the 2014 HUD Annual Action Plan in the amount of \$29,110 due to the construction costs for the additional ramps; and,
- B. Authorizing a transfer from Fund 018-Housing to Fund 450-Streets and Signals CIP in the amount of \$29,110 and appropriating the same to Account 450-1104-637.65-00-Project 115028 South Merced ADA Ramps; and,
- C. Approving the Second Amendment to Interdepartmental Cooperative Agreement between the City of Merced Economic Development and Development Services Departments in the amount of \$29,110; and,
- D. Approving Change Order No. 1 for the CDBG South Merced ADA Ramps Project 115028, with DOD Construction, in the amount of \$33,662.60; and,
- E. Authorizing the City Manager to execute the necessary documents.

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. Every project involving an expenditure of more than sixty-three thousand and fifty-four dollars (\$63,054) for the construction or improvements of public buildings, works, streets, drains, sewers, utilities, park, and playgrounds shall be let by contract to the lowest responsive and responsible bidder after notice by publication in the official newspaper by one or more insertions, the first of which shall be at least ten days before the time for opening bids.

CITY COUNCIL PRIORITIES

As provided for in the 2014-15 Adopted Budget.

DISCUSSION

Americans with Disability Act (ADA):

In November 2015, Council approved the 2015/2016 Americans with Disabilities Act (ADA) Self-Evaluation Report which stated the City would continue to install handicap access ramps and sidewalks throughout Merced to allow for greater access to public places.

The City has a Capital Improvement Project (CIP) in South Merced to fulfil our goal of improving various ramps and sidewalks, as outlined in the Self-Evaluation Report. The project included ramps at various locations on T and S Streets. The project also included alternates for 5 additional handicap access ramps at the intersections of T & 7th Streets and T & 4th Streets (attachment 1). The additional ramps are located directly adjacent to Stephen Leonard Park and Margaret Sheehy Elementary School, which assists in our goal to provide greater access to public places.

CDBG South Merced ADA Ramps Project:

The project, in general, included replacement of existing sidewalk, curb and gutter, landscape and irrigation repair, and the installation of handicap access ramps. The project is located at the intersections of T & 6th Street, T & 7th Street, S & 4th Street, S & 6th Street, and S & 7th Street in the City of Merced.

The initial scope for the project included 20 ramp locations, however, during the plans and specifications preparation by City staff, it was determined that there was a potential that the entire project scope could not be funded by the allocated project budget. This was as a result of the notable uptick that staff was observing through more recent construction bids. Nonetheless, staff subsequently decided it was best to split the bid packet into a base bid plus bid alternates. The project was advertised and bids were opened in May 2015. The base bid was awarded to DOD Construction in the amount of \$105,990 at the July 20, 2015 Council meeting.

The fully-executed contract (attachment 2) was distributed to the contractor, which included only the base bid schedule. A pre-construction meeting was held September 16, 2015, and additional full set bid project plans were distributed to the contractor, which included plan sheets for the bid alternates, although not awarded, as those plan sheets were part of the original bid documents. Although the

signed contract clearly shows only the base bid, unfortunately, the distributed plans, in hindsight, did not clearly highlight, delineate, or communicate the approved base bid only contract. Though it is ultimately the responsibility of the contractor to be mindful of his project scope and project limits, the fact that the plan set did not specifically communicate the approved base bid only contract, our inspection staff did not catch on to the extra work being installed until after the contractor had completed and billed for all work.

The cost of the 5 additional ramps totals \$33,662.60; the construction contract has a budgeted 10% contingency (\$10,599). The costs associated with Engineering, Testing, and Inspection came under budget by \$1,953.08; however, the Housing Department has incurred \$8,000 in charges for grant monitoring. A request to transfer \$29,110 is necessary to cover the costs associated with the change order and City Housing Department grant monitoring fees.

The following is the proposed revised budget for the project:

Preliminary Phase	\$ 20,958.48
Construction Contract	\$ 105,990.00
Change Order No. 1	\$ 33,662.60
Engineering, Testing, Inspection	\$ 13,936.92
Housing Monitoring Fee	\$ 8,000.00
Total	\$ 182,548.00

All work completed was done per project specifications. Staff's recommendation is to approve Change Order No. 1 for the additional 5 ramps that have been fully built.

HISTORY AND PAST ACTIONS

On May 5, 2014, City Council adopted the Department of Housing and Urban Development (HUD) 2014/2015 Annual Action Plan, allocating \$103,438 for South Merced Right of Way Improvements.

On August 18, 2014, City Council approved an Interdepartmental Cooperative Agreement between the departments of Development Services and Economic Development in the amount of \$103,438 for the design and construction of the CDBG South Merced ADA Ramps Project.

On July 20, 2015, City Council approved a technical amendment to the 2014 HUD Annual Plan, the transfer of \$50,000 from Fund 018-Housing to Fund 450-Streets, a First Amendment to the Interdepartmental Cooperative Agreement, as well as awarded the base bid to DOD Construction in the amount of \$105,990 for the construction of the project.

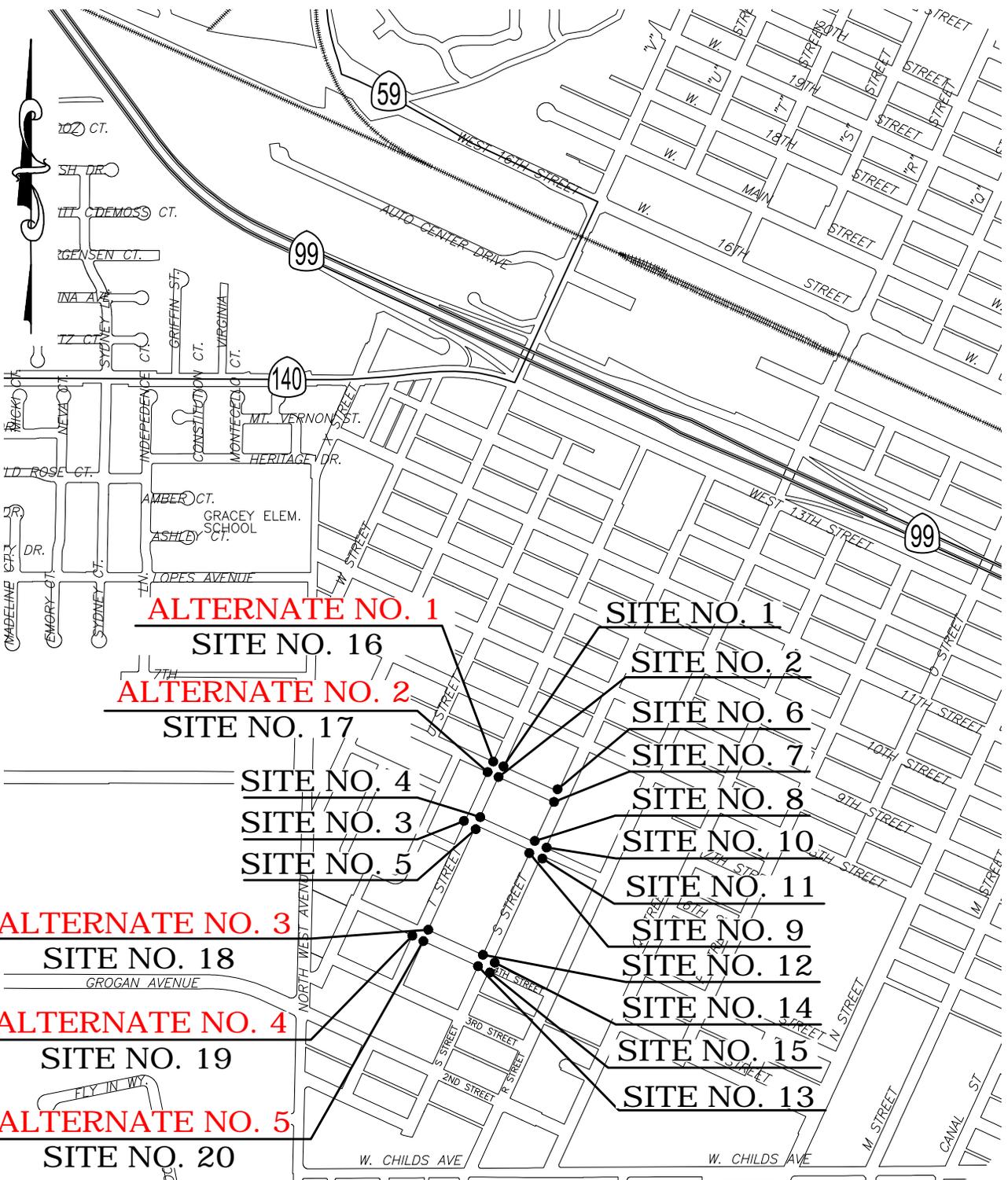
IMPACT ON CITY RESOURCES

A technical amendment to the 2014/2015 HUD Annual Action Plan, in the amount of \$29,110, is necessary due to the cost of the alternate ramp construction. A budget transfer from Fund 018-Housing to Capital Improvement Project Account 450-1104-637.65-00-115028 in the amount of \$29,110 will be required as part of the technical amendment in order to complete the project.

The Interdepartmental Cooperative Agreement will also need to be amended to account for the increased budget of \$29,110.

ATTACHMENTS

1. Location Map of Alternates
2. Original Construction Contract
3. Change Order No. 1
4. Second Amendment to Interdepartmental Cooperative Agreement



ALTERNATE NO. 1

SITE NO. 16

ALTERNATE NO. 2

SITE NO. 17

SITE NO. 4

SITE NO. 3

SITE NO. 5

ALTERNATE NO. 3

SITE NO. 18

GROGAN AVENUE

ALTERNATE NO. 4

SITE NO. 19

ALTERNATE NO. 5

SITE NO. 20

SITE NO. 1

SITE NO. 2

SITE NO. 6

SITE NO. 7

SITE NO. 8

SITE NO. 10

SITE NO. 11

SITE NO. 9

SITE NO. 12

SITE NO. 14

SITE NO. 15

SITE NO. 13

LOCATION MAP

NOT TO SCALE



City of Merced
"Gateway to Yosemite"

DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

PROJECT NO. 115028
**CDBG SOUTH MERCED
ADA RAMPS PROJECT**

DR. BY: KGE
DATE: 4/10/15
CH. BY: JS
DATE: 4/10/15
File No. 0809
SCALE: AS SHOWN

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT made on July 20, 2015 by and between the CITY OF MERCED, a municipal corporation of the State of California, hereinafter called the Owner, and DOD CONSTRUCTION, 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. THE CONTRACT DOCUMENTS. The complete CONTRACT consists of the following documents, to wit:

- (1) This Contract;
- (2) Plans for **PROJECT NO. 115028**;
- (3) Special Provisions for **PROJECT NO. 115028**;
- (4) Notice to Contractors;
- (5) Proposal to the City of Merced;
- (6) Caltrans Standard Specifications, dated May 2006;
- (7) Caltrans Standard Plans, dated May 2006; and,
- (8) The latest revisions to the General Prevailing Wage Rates.

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 documents first listed above shall prevail.

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 as called for, and in the manner designated in, and in strict conformity with, the Project Plans for **PROJECT NO. 115028**, prepared by the City Engineer, and adopted by the Owner, which said Plans are entitled, "**PROJECT NO. 115028 - CDBG SOUTH MERCED ADA RAMPS PROJECT**," project plans for construction in Merced County in Merced, awarded July 20, 2015.

It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and said work performed and completed as required in said Project Plans 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:

BASE BID:

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Permits, Bonds, Licenses & Insurance	LS	1	\$ 3,000.00	\$ 3,000.00
2	Public Convenience & Safety	LS	1	\$ 2,000.00	\$ 2,000.00
3	Surveying	LS	1	\$ 2,000.00	\$ 2,000.00
4	Remove Concrete Sidewalk	SF	2,750	\$ 2.00	\$ 5,500.00
5	Remove Curb and Gutter	LF	450	\$ 11.00	\$ 4,950.00
6	Remove AC Pavement	SF	2,230	\$ 2.00	\$ 4,460.00
7	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00
8	Earthwork	LS	1	\$ 3,000.00	\$ 3,000.00
9	Concrete Sidewalk	SF	705	\$ 6.00	\$ 4,230.00
10	Concrete Curb and Gutter	LF	450	\$ 30.00	\$ 13,500.00
11	Handicap Access Ramp	SF	3,325	\$ 10.00	\$ 33,250.00
12	Aggregate Base	TN	84	\$ 100.00	\$ 8,400.00
13	Hot Mix Asphalt	TN	42	\$ 250.00	\$ 10,500.00
14	Traffic Stripes and Pavement Markings	LS	1	\$ 3,000.00	\$ 3,000.00
15	Relocate Traffic Signs	EA	4	\$ 300.00	\$ 1,200.00
16	Restoration	LS	1	\$ 2,000.00	\$ 2,000.00

TOTAL: \$ 105,990.00

4. **TERMINATION.** If the Contractor should be adjudged as bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract Documents, the Owner may serve written notice upon him and his surety of its intention to terminate the Contract; such notice to contain the reasons for such intention to terminate the Contract, and, unless within ten (10) days after serving of such notice such violation shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that if the surety within fifteen (15) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

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 Director of Public Works 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 PO BOX 70187, BAKERSFIELD, CA 93387, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

6. ASSIGNMENT OF CONTRACT. Neither the Contract nor any part thereof, nor moneys due, or to become due thereunder, may be assigned by the Contractor without the prior written approval of the Owner.

7. CONTRACT SECURITY. The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

8. INSURANCE. The Contractor shall not commence work under this Contract until he has obtained all insurance required and such insurance has been approved by the City Attorney of Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract, and particularly paragraph 9 hereof. Said insurance obtained by the Contractor shall be primary and noncontributory as to any insurance maintained by owner. **Endorsement for additional insured shall be submitted on standard form CG 20101185. Endorsement forms CG 20101001 and CG 20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects.** Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy.

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City is the named insured or is named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City shall be the insured or named as an additional insured covering the work, whether liability is attributable to the Contractor or the City. The policy shall insure the City, its officers, employees and agents while acting within the scope of their duties on the work, against all claims arising out of or in connection with the work.

The Contractor may file insurance acceptable to the City covering more than one project. The coverage shall provide the following minimum limits:

Bodily Injury...	\$500,000.00	each person
	\$1,000,000.00	each occurrence
	\$1,000,000.00	aggregate products and completed operations
Property Damage...	\$250,000.00	each occurrence
	\$500,000.00	aggregate

A combined single limit policy with aggregate limits in the amount of \$1,250,000.00 will be considered equivalent to the required minimum limits.

The Contractor will require all subcontractors to take out and maintain bodily injury liability and property damage liability in the amounts stated above.

The Contractor and subcontractors shall save, keep and hold harmless the City, its officers and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with the applicable law or statute, but in no event less than thirty (30) days before expiration or cancellation is effective.

The cost of this insurance shall be included in the Contractor's bid.

CANCELLATION CLAUSE

NOTE: The standard form used by insurance carriers will not be acceptable unless the word "endeavor" is crossed out where the paragraph states, "The issuing company will (endeavor to) mail . . ." A portion of the last paragraph should be crossed out, which states, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company."

9. **HOLD HARMLESS.** The contractor will indemnify, defend with counsel selected by the Owner, save, keep, and hold harmless, the Owner and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of said work, or by reason of any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation, in consequence of the use in, on, or about said work, of any article or material supplied or installed under this Contract. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the Owner and are for the express benefit of the general public.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

10. ACCIDENT PREVENTION. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

11. PAYMENT. The Owner will make partial and final payment to the Contractor 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 closure date for the purpose of making monthly progress payment will be the last calendar day of that month. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Contractor will submit its own invoice for work performed to the closure date and the Engineer will make an approximate measurement of the work performed to the closure date and as a basis for making monthly payments, estimate its value based on the contract unit prices or as the Engineer deems appropriate. The owner will endeavor to, not later than twenty (20) working days after receipt of the Contractor's invoice, make partial payment to the Contractor, based on work performed and material incorporated in the project as of the closure date of the particular calendar month, providing that the Contractor's invoice for the work performed agrees with the Engineer's determination. If the Engineer's determination differs from the Contractor's invoice, the Owner will make payment to the Contractor for those items or portions of items not in dispute not later than payment would have been made had no dispute occurred. Within ten (10) calendar days after agreement on disputed work is achieved between the Owner and the Contractor, the Owner shall pay the Contractor for any additional monies due as a result of settling any dispute. When the work has been satisfactorily completes, the Engineer will determine the quantity of work performed and prepare the final estimate.

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. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

13. ARTICLE VI. -- The improvements contemplated in the performance of this contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires. In such cases, the State Contract Act will govern.

14. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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: [Signature] 8/26/15
Deputy City Clerk

By: [Signature]
City Manager

APPROVED AS TO FORM:

DOD CONSTRUCTION
(Here in called Contractor)

By: [Signature] 8/26/15
City Attorney

By: [Signature]
Contractor licensed in accordance with an act providing for the registration of contractors.

ACCOUNT DATA:

PROJECT NO. 115028

Contract No. 215031
PO # 119644
Project Account No./Amount:

450-1104-637.65-00-115028 \$ 105,990.00

LICENSE NO. 624970

TAXPAYER I.D. NO. 77-0294329

VENDOR NO. 17430

ADDRESS: PO BOX 70187
BAKERSFIELD, CA 93387

PHONE: (661) 366-8000

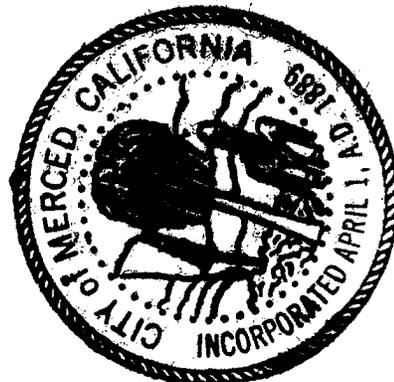
FAX: (661) 366-8001

EMAIL: derrickd@dodconstruction.com

By: [Signature]
Finance Officer Verification

Funds Available. see 8/4/15
[Initials]

(SEAL)



**CITY OF MERCED PROJECT NO. 115028
CHANGE ORDER NO. 1**

DATE: December 14, 2015

PROJECT NAME: CDBG South Merced ADA Ramps

PROJECT LOCATION: Merced, California

CONTRACTOR: DOD Construction

ADDRESS: PO Box 70187, Bakersfield, CA 93387

REASON FOR CHANGE ORDER:

Addition of 5 handicap ramps constructed at the intersections of T Street at 4th and 7th Streets in Merced.

THE NUMBER OF WORKING DAYS WILL BE ADJUSTED AS FOLLOWS: None.

SKETCH ATTACHED: NO

DESCRIPTION OF CHANGE:

A. Public Convenience & Safety	LS	5	\$133.33	\$	666.65
B. Surveying	LS	5	\$133.33	\$	666.65
C. Remove Concrete Sidewalk	SF	761	\$2.00	\$	1,522.00
D. Remove Curb and Gutter	LF	148	\$11.00	\$	1,628.00
E. Remove AC Pavement	SF	620	\$2.00	\$	1,240.00
G. Clearing and Grubbing	LS	5	\$333.33	\$	1,666.65
H. Earthwork	LS	5	\$200.00	\$	1,000.00
I. Concrete Sidewalk	SF	141	\$6.00	\$	846.00
J. Concrete Curb and Gutter	LF	147	\$30.00	\$	4,410.00
K. Handicapped Access Ramp	SF	1160	\$10.00	\$	11,600.00
L. Aggregate Base	TN	26	\$100.00	\$	2,600.00
M. Hot Mix Asphalt	TN	13	\$250.00	\$	3,250.00
N. Traffic Stripes and Pavement Markings	LS	5	\$200.00	\$	1,000.00
O. Relocate Traffic Signs	EA	3	\$300.00	\$	900.00
P. Restoration	LS	5	\$133.33	\$	666.65

Total for Change Order 1: \$ 33,662.60

ORIGINAL CONTRACT AMOUNT: \$ 105,990.00

CHANGE ORDER #1 AMOUNT: \$ 33,662.60

TOTAL PROJECT COST TO DATE: \$ 139,652.60

FUNDS/ACCOUNTS VERIFIED:

450-1104-637.65-00-115028 \$ 33,662.60

FINANCE OFFICE

DATE

ACCEPTED



(CONTRACTOR)

DATE: 12/18/2015

RECOMMENDED _____ DATE: _____
(CITY ENGINEER)

RECOMMENDED _____ DATE: _____
(PROJECT CHAMPION)

APPROVED Ken Rydell DATE: 2/4/16
(CITY ATTORNEY)
(City Council approval necessary)

AUTHORIZED _____ DATE: _____
(CITY MANAGER)

ATTESTED _____ DATE: _____
(ASSISTANT/DEPUTY CITY CLERK)

(SEAL)



**CITY OF MERCED
SECOND AMENDMENT TO
INTERDEPARTMENTAL COOPERATIVE AGREEMENT**

This is the Second Amendment to Interdepartmental Cooperative Agreement (“Second Amendment”) between the City of Merced Economic Development Department and the City of Merced Development Services Department (collectively referred to as the “City Departments”) is entered into this ___ day of _____, 2016.

WHEREAS, City is undertaking a project to manage the construction of various sidewalks for the improvement of ADA accessibility; and

WHEREAS, The City Departments entered into an Interdepartmental Cooperative Agreement dated August 18, 2014 (“Agreement”); and

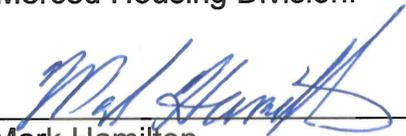
WHEREAS, The City Departments desire to amend said Agreement to extend the time of performance and increase the CDBG funds.

The City Departments agree as follows:

1. Section 3 of the Agreement, “Budget and Use of Funds,” is hereby amended to read as follows:
 - “3. **Budget and Use of Funds.** The total amount to be paid by CDBG funds under this Agreement shall not exceed \$182,548.00. Payment will be made only for the cost of designing and constructing the above-described improvements and direct costs for advertising, printing, and other necessary costs to bid the project. Administrative time will not be eligible for reimbursement.”
2. Except herein amended, the Agreement dated August 18, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF the City Departments have caused this Second Amendment to Interdepartmental Cooperative Agreement to be executed on the date first above written.

City of Merced Housing Division:

By: 
Mark Hamilton,
Housing Program Supervisor

Date: 1/21/2016

City of Merced Engineering Division:

By: _____
Ken Elwin, City Engineer

Date: _____

City of Merced Economic Development
Department:

By: Frank Quintero
Frank Quintero,
Director of Economic Development

Date: 1/13/2016

City of Development Services Department:

By: _____
David B. Gonzalves,
Director of Development Services

Date: _____

APPROVED AS TO FORM:

By: Kelly Fincher 12/10/15
City Attorney Date



ADMINISTRATIVE REPORT

Agenda Item: F.6.

Meeting Date: 2/16/2016

Report Prepared by: John C. Sagin, Jr., AIA, Principal Architect

SUBJECT: Increase Contingency Percentage for the Public Works Corp Yard Fleet Shop Upgrade Project 114060

REPORT IN BRIEF

Authorizes the City Manager to approve change orders to the construction contract for the Public Works Corp Yard Fleet Shop Upgrade Project 114060 for up to 50% of the original contract amount, not to exceed \$96,709.80.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving a Supplemental Appropriation in the amount of \$77,368.00 to Fleet Capital Improvement Account 670-1103-637.65-00 Project 114060 from the unappropriated, unreserved fund balance; and,
- B. Approving a contingency percentage not to exceed 50% of the original construction contract, amount not to exceed \$96,709.80, for the Public Works Corp Yard Fleet Shop Upgrade Project 114060; and,
- C. Authorizing the City manager to execute the necessary documents and to approve change orders not to exceed 50% of the total contract.

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 staff for reconsideration of specific items; or,
- 5. Continue to a future City Council meeting.

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

Not applicable.

DISCUSSION

The project scope for the Public Works Corp Yard Fleet Shop Upgrade Project 114060 consists, in general, of the removal of existing concrete valley gutter, concrete and AC pavement, as well as the installation of a new storm drain manhole, storm drain pipe, channel drain, and approximately 10,563 square feet of concrete slab.

Construction began in January 2016. During the course of construction, there have been a few changes due to unforeseen existing field discoveries which have necessitated change orders beyond the 10% contingency funds. One of the major changes that needed to be approved was for additional earthwork and backfill. Once construction had begun, the contractor encountered unstable soil conditions which necessitated additional excavation and backfill. This major change impacted multiple aspects of the project, including re-routing of the existing sewer and electrical lines.

As such, the sum total of the change orders is expected to greatly exceed the ten percent contingency amount previously approved by Council. We are therefore requesting to increase the contingency amount not to exceed 50% of the original total contract amount.

The following is the proposed budget for the project:

Construction	\$ 193,419.60
Contingency (50%)	\$ 96,709.80
Engineering, Testing & Inspection	\$ 29,012.60
Total:	\$ 319,142.00

IMPACT ON CITY RESOURCES

This project was established as a Capital Improvement Project, however project account 670-1103-637.65-00-114060 does not contain sufficient funding to complete the request. An appropriation in the amount of \$77,368 from the unreserved, unappropriated fund balance is necessary.

ATTACHMENTS

1. Change Order No. 1

RECOMMENDED

DATE:

(PROJECT CHAMPION)

APPROVED

DATE:

Ken Ayell

2/4/16

(CITY ATTORNEY)

(City Council approval necessary)

AUTHORIZED

DATE:

(CITY MANAGER)

ATTESTED

DATE:

(ASSISTANT/DEPUTY CITY CLERK)

(SEAL)

D L Batty, Inc.
 31031 Donald Ave.
 CA 93636

CHANGE ORDER

Date	Estimate #
1/15/2016	27

Name / Address
Corp Yard Fleet Shop Upgrade

Description	Qty	Rate	Total
****REVISED****			
ADDITIONAL WORK REQUIRED AND REQUESTED BY CITY OF MERCED			
Provide, install and compact 1000 X \$54.00 cubic yards of sand		54,000.00	54,000.00
Remove 433 yards of soil		16,720.00	16,720.00
Remove and reinstall 4" sewer line		4,450.00	4,450.00
Electrical trench saw cut, trench, backfill asphalt patch		3,250.00	3,250.00
D L Batty, Inc. overhead 15%		11,763.00	11,763.00
		Total	\$90,183.00



ADMINISTRATIVE REPORT

Agenda Item: F.7.

Meeting Date: 2/16/2016

Report Prepared by: Leah Brown, Water Conservation Specialist, Public Works - Water

SUBJECT: Consider an Application to the Institutional Turf Program for the Applegate Rose Garden

REPORT IN BRIEF

Consider applying to the Department of Water Resources (DWR) and California Conservation Corps (CCC) for the Institutional Turf Program for a pilot project at the Rose Garden in Applegate Park to enhance the water efficiency of the garden.

RECOMMENDATION

City Council - Adopt a motion authorizing Staff to apply for a project for water efficiency upgrades at the Rose Garden funded by the DWR and CCC up to \$20,000 in materials and labor; and if accepted, authorize the City Manager to execute the necessary documents.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200 - Powers

CITY COUNCIL PRIORITIES

As provided for in the 2015-16 Adopted Budget

DISCUSSION

During the midst of this historic drought, the state DWR implemented a *Residential* Turf Replacement program to encourage home owners to replace existing grass landscaping with water efficient plants, ground covering and more efficient irrigation systems. In December 2015, DWR, in partnership with the CCC, launched the *Institutional* Turf Replacement program for public areas to save water and serve as an example to the public.

The program targets underserved counties, like Merced. They aim to have potential project partners with school districts, city and county governments, water agencies, and integrated regional water

management groups. They have \$3 million available in Prop 1 Water Efficiency funds to work with. Each project should be ¼- to ½-acre in size and no more than \$20,000. The number of projects that can be funded depends upon the size of each project and number of projects submitted. Currently the state has projects ongoing in Fresno and one pending in Dinuba. They are interested in working with the City of Merced and are actively seeking our projects. The city is encouraged to submit multiple projects, and smaller project areas can be pulled together to meet the size and budget criteria of a standard project.

Staff has prepared a pilot project for the Applegate Park Rose Garden. Currently, the garden is flood-irrigated and has many older bushes needing replacement. Attached is the project area and scope of work. We propose to remove approximately 10,700 square feet of turf, replacing that with decomposed granite, eliminating the need for this area to be watered. The removal of the grass line was planned in accordance with the existing needs of a typical wedding set up at the rose garden, allowing for grass to remain where chairs are usually set up. We will replace 150 to 170 older rose bushes with new ones to refresh the overall garden. We will install drip irrigation to each bush. A new Sentinel Irrigation Timer that integrates with our current Sentinel Central Irrigation Control System will be included.

Labor and materials for the project will be provided by the CCC and they will coordinate the project implementation and management with Staff. Staff is being asked to provide some on-the-job training to the CCC crew. This will be via tailgate meetings with the crew. Topics to be covered include safe work practices, water conservation, and career opportunities in Public Works. The project is expected to take approximately one week.

This is a pilot program. Staff is investigating other city sites for turf replacement projects.

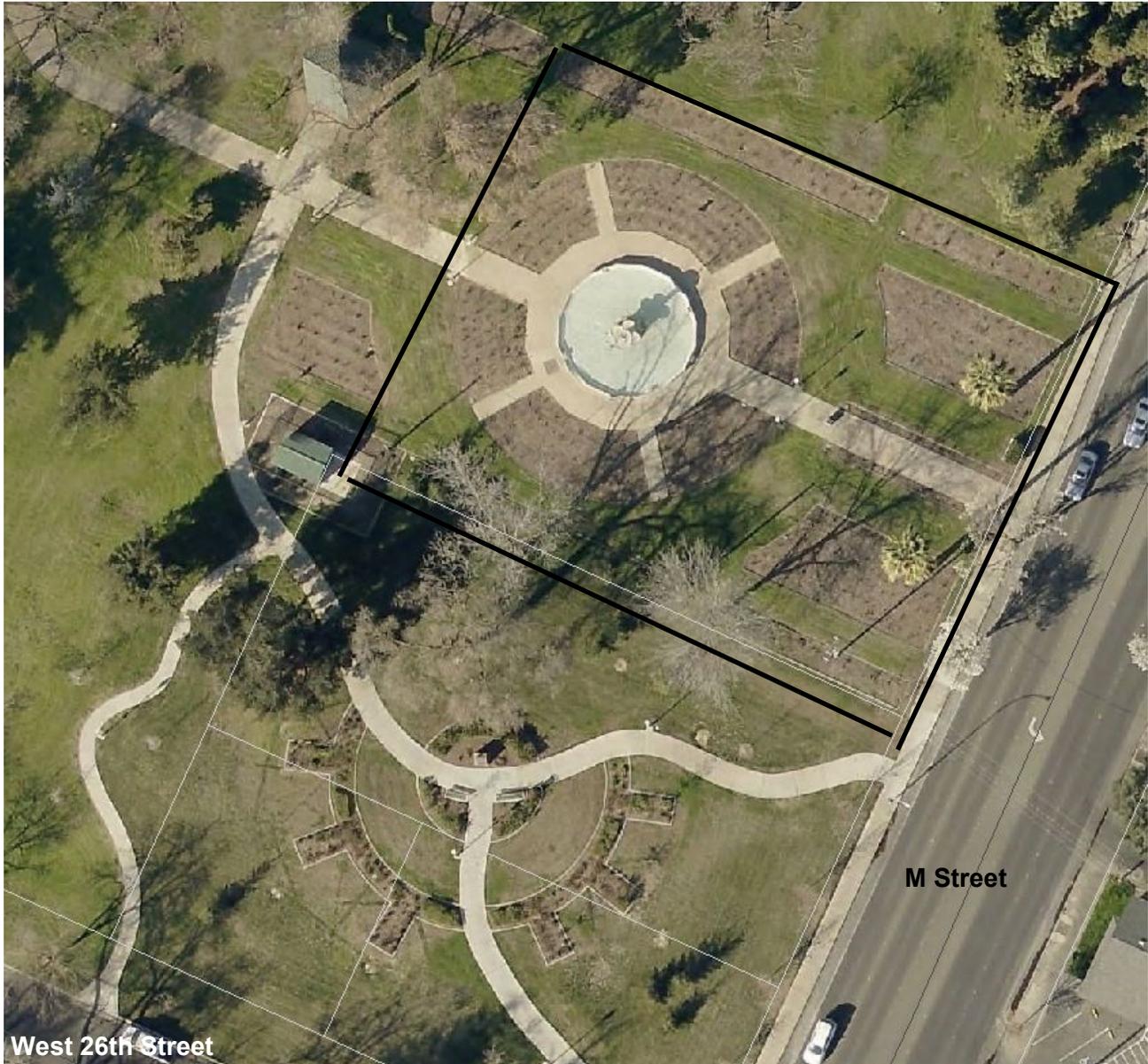
IMPACT ON CITY RESOURCES

Because the City of Merced is considered a Disadvantaged Community, we are eligible for no-cost share on this project. Each project can be funded up to \$20,000 and this pilot project at the Rose Garden comes in under that amount. Staff has discussed advertising to highlight the project and a border or concrete mow-strip to surround and set aside the project area. No appropriation of funds is needed for this and any needed expenditure can be covered in the current operations, maintenance, and advertising budgets from Parks, Streets, and Water.

ATTACHMENTS

1. Project area photo and scope of work
2. Application
3. Planned Water Use/Savings

APPELGATE PARK
ROSE GARDEN
Project Area



Scope of Work:

- * Remove 10,700 square feet of turf
- * Replace 150—170 rose bushes with new roses
- * Install drip irrigation to all rose bushes
- * Install 200 sq/yard (300 tons) of decomposed granite (see drawing)
- * Install new irrigation clock



California Conservation Corps (CCC) and Department of Water Resources (DWR)

Institutional Turf Program Overview and Application Instructions

OVERVIEW

Program Background: CCC and DWR are seeking projects that maximize the conservation of water in the short term and have the potential for cumulative, long-term water savings. DWR has funds to support water efficient landscaping and irrigation projects at local government facilities and non-profit institutions (not state or federal facilities). Projects must be located within the San Joaquin Valley.

- Project in areas designated as disadvantaged communities (DACs) http://www.water.ca.gov/irwm/grants/resources_dac.cfm or Economically Distressed Areas (EDAs) http://www.water.ca.gov/irwm/grants/resources_eda.cfm) may be fully-funded by the program.
- Projects not within a DAC or an EDA require a 50% cost-share for materials and/or direct project-related services (e.g., traffic control, specialized equipment rental, permitting, etc.)

Projects including all of the following components will be given the highest priority: removing turf and other high water use landscapes; installing or modifying irrigation systems with high water efficiency components; planting drought resistant and/or California native plants; and installing other water efficient landscape materials (organic material, rock, decomposed granite, etc.), as needed.

Program Funding: CCC will provide a supervised crew of 10-12 people to work 40 hours a week under the supervision of a CCC civil service supervisor. The crew will perform the labor associated with the turf removal and re-landscaping project. Crews are equipped with personal safety gear, basic hand tools and have access to two sod-cutters. Other specialized tools or necessary equipment must be supplied by the applicant or funds may be requested.

DWR has a limited budget for materials, equipment rental, plants and architectural services. If requesting any of these funds for the project, a budget for these items must be included in this application.

All organizations (DACs or non-DACs) must provide an on-site technical advisor to work with the CCC to ensure accurate implementation of the project and/or to help trouble-shoot any issues that arise.

APPLICATION INSTRUCTIONS

1. Proposed Project: A single project is defined as between $\frac{1}{4}$ and $\frac{1}{2}$ an acre, 2-3 weeks of crew time (labor) and \$10,000-\$20,000 of project materials, supplies, and/or direct project-related services.
 - a. Type of Project - Check all that apply.
 - b. DAC or EDA - Check applicable box.
 - c. Scope of Work - Describe the type of work being proposed, what is to be accomplished and the overall timeframe. Specify quantities to be accomplished (e.g., square feet of turf to be removed, number of plants to be planted) as a result of project, techniques to be used, and specific location of work. Separate project deliverables by bullet points. Include the overall objective of the project and describe how the project design conforms to the adopted local landscape ordinance and the Model Water Efficient Landscape Ordinance (MWELO). (See d - ii)
 - d. Permitting and Special Conditions - Through this program, CCC and DWR are supporting turf replacement projects to maximize water conservation and efficiency. However, funded projects will still be considered local projects, in terms of permitting and/or CEQA responsibilities. Applicant must also conform to MWELO <http://www.water.ca.gov/wateruseefficiency/landscapeordinance/>
 - i. Describe all necessary permits and CEQA and the status of each.
 - ii. Describe how the project design conforms to the adopted local landscape ordinance and the MWELO.
 - e. Estimated Water Savings - Indicate the estimated annual savings for water for the proposed project. Describe the methodology used to determine the estimated annual savings for water.
 - f. Public Education - Describe any public education elements to be incorporated into the project to increase the overall impact of the project, (e.g., temporary and/or permanent signage, workshops, local news articles, features, etc.)
 - g. Proximity of Project - This program focuses on projects within a one hour driving distance from the CCC location in Fresno (near the Fresno Airport). If your project is not in close proximity to the Fresno CCC location, describe any short term housing/accommodations that you may be able to provide the CCC crew.
 - o Questions on projects outside of a one hour drive from Fresno - Please call Madeline Journey, CCC, at (916) 341-3232.
2. Training, Work Experience and Educational Opportunities Provided to CCC Corpsmembers: The project must include at least one hour per week of education and training that will advance the knowledge and skills of corpsmembers toward post-CCC employment and/or training opportunities.
3. Project Readiness and Duration: Specify the timeframe in which CCC services will be required (Project must be at least one week in length.) Projects of four weeks or more may need to be subdivided into subprojects to allow CCC to distribute crews across multiple agencies.
 - a. Project start date - When are you proposing to begin the project (indicate requested date)?
 - b. Landscape Architectural Services – There are limited resources for landscape architectural services for consultation and design available to applicants. If you are requesting this service, specifically describe what is needed and why. Indicate the cost in # 4-3 of the Budget table.

4. Budget
Budget Example –

LINE ITEM	Cost of project line item	Your 50% cost for projects outside of DAC/EDA or amount you are contributing	Amount you are requesting for this line item?	Total Cost for Line Item
1. Labor: How many crew weeks (40-work weeks) are estimated to complete the project? (Based on a supervised crew of 10-12 young adults?)	n/a	n/a	n/a	# of Weeks: 3
2. Materials, Supplies, Equipment * <ul style="list-style-type: none"> Indicate the total amount requested for this line item (this amount should match the total costs shown on the Detailed Materials Budget*) Projects should not exceed \$3 per square foot (sq ft) unless a justification is provided. 	Remove 3000 square feet of sod @\$3/sq ft and replace with mulch and deer grass - \$6000.00 + \$10,051	DAC/EDA Please circle Y or N		\$16,051.00
3. Architectural Services: A maximum of \$5K is available for architectural services per project	\$50/hour for 5 hours			250.00
4. Personnel (direct cost only) Technical Advisor	10 hrs/week at \$40/hr 10x40x3=1200		Full amount (\$1200.00)	\$0.00
5. Miscellaneous costs: (i.e., porta-potty, traffic control)				
GRAND TOTAL:				\$16,301.00

*Example of a detailed materials budget (hit the tab key to add more lines if needed):

Item	# of units	Unit cost	Total
Sprinkler heads	20	\$.15 each	\$3.00
deer grass	4 flats	\$12/flat	\$48.00
Mulch	1000 cubic feet	\$100.00/cubic feet	\$10,000.00
TOTAL			\$10,051.00

5. Reporting Requirements

A final report will be required and must include:

- Before and after photographs (to be shot in the same locations)
- Actual # of square feet (or other metric) treated
- Certification of Project Scope Completion (template to be provided)
- Project Accomplishments (including corpsmember training and education)
- Final budget

The final report will be submitted to California Conservation Corps within 90 days of project completion.

6. Certification

Sign and date certification of application.



California Conservation Corps (CCC) and Department of Water Resources (DWR)

Application for Institutional Turf Program

Name of Applicant: CITY OF MERCED	Address: 1776 GROGAN AVENUE, MERCED, CA	Date of Application: 2/16/16
Project Representative: LEAH BROWN	Title: WATER CONSERVATION SPECIALIST	Email: brownl@cityofmerced.org Phone: 209-385-8895
Project Location: Applegate Rose Garden	Address: north west of intersection at M St and W 26 th Street	County: MERCED

1. Proposed Project

a. What type of work is being requested for the turf removal project? (Check all that apply)

Water Efficient Landscaping (turf removal and re-planting with low water use plants)

Water Efficient Irrigation work (retrofitting, replacing, and/or installing water efficient irrigation systems)

Incorporating New Water Management Strategies for water capture and/or innovative water supplies (i.e., gray water, recycled water, HVAC cooling system condensate use, storm water capture, etc.).

Other: _____

b. Is the proposed project located in area designated as a DAC or an EDA? Yes No

c. Scope of Work (please see application instructions) *ATTACHED*

d. Permits and Special Conditions:

i. List the required permits and environmental compliance for the project (e.g., building, grading, or CEQA) and the status of each. NONE

ii. Describe how the project design conforms to the adopted local landscape ordinance and the MWEL0?

The proposed project conforms to the local Merced Municipal Code Ordinance, Chapter 17.60 – Water Efficient Landscaping and Irrigation. The defined intent of landscaping is to:

A. Enhance the environmental value and physical appearance of development in the city.

B. Improve the environmental performance of development by: reducing heat, glare and noise; promoting the percolation of storm water, aid in improving air quality; and buffering potentially incompatible land uses from one another, and;

- C. Promote the conservation of water and preservation of water quality by requiring drought tolerant plant material in landscaping and the retention of existing natural vegetation, thereby reducing the need for irrigation, pesticides, herbicides, and fertilizers.

The project also complies with the MWELo section 492.6 on Landscape Design Plan and 492.7 on Irrigation Design Plan.

- e. Estimated annual water savings for the proposed project? 323,412 gallons/year. Describe the methodology used to determine the estimated annual savings for water.

I calculated the planned water consumption if we water each of the 700 plants, 2 – 3 hours per week and compared that against the actual water consumption averaged out over the past three years. See attached spreadsheet for details.

- f. Describe any public education elements to be incorporated into the project to increase the overall impact of the project.

This project will be announced by the Water Conservation Specialist via newspaper articles in the Merced County Times, radio, and announced at City Council. We will continue to speak to the public at all outreach events about the residential turf replacement program and the program as it pertains to city areas like the Rose Garden project. We will have yard signs in the project area.

- g. If the project is outside of the one hour drive from Fresno, Please describe any short term housing/accommodations that you may be able to provide the CCC crew. N/A

2. Training, Work Experience and Educational Opportunities Provided to CCC Corpsmembers

- a. Describe the type of training you will provide to ensure the proposed project meets your quality standards.

We will have staff on site.

- b. Describe any career related training and/or information you will provide corpsmembers about career and educational pathways into natural resource conservation and related fields.

We will plan a morning tailgate meeting for them explaining career opportunities in the Public Works field led by city staff.

- c. Describe any educational programs you will provide to increase corpsmembers' understanding of the natural environment and need for water conservation.

We will plan an information assembly for them on water conservation in the City led by the Water Conservation Specialist.

3. Project Readiness and Duration

- a. Proposed project start date March 1, 2016.

- b. Is a landscape architect's services needed for the project? Yes No Describe what is needed and why.

4. Budget (A limited amount of funds for materials and architectural services are available.)

1. LINE ITEM	Cost of project line item	Your 50% cost for projects outside of DAC/EDA or amount you are contributing	Amount you are requesting for this line item?	Total Cost for Line Item
2. Materials, Supplies, Equipment * <ul style="list-style-type: none"> Indicate the total amount requested for this line item (this amount should match the total costs shown on the Detailed Materials Budget*) Projects should not exceed \$3 per square foot (sq ft) unless a justification is provided. 	\$15,086.81	DAC	\$15,086.81	\$15,086.81
3. Architectural Services: A maximum of \$5K is available for architectural services per project	N/A	N/A		
4. Personnel costs (Direct cost only)			N/A	
5. Miscellaneous costs: (i.e., porta-potty, traffic control) 1 week porta-potty rental & landfill & hauling fees	4,200	N/A		\$4,200
GRAND TOTAL:				\$19,286.81

*Detailed Materials Budget (hit the tab key to add more lines if needed): *SEE ATTACHED QUOTES

Item	# of units	Unit cost	Total
Rose Bushes	170	\$20	\$3,400
Decomposed Granite, per delivered ton	300	20.64	\$6,192
½" IPS FLEX VINYL .546 x .840 PER RL	19	35.58	676.02
½" SLIP TEE SCH40	700	0.29	203.00
½" TS MAIL ADAPTER SCH40	700	0.21	147.00
BUBBLER 4.0 GPH PC	700	1.60	1120.00
795 1GT GLUE CLEAR MD LVOC	10 cans	15.07	150.70
795 1PT GLUE CLEAR MB LVOC	1 can	11.39	11.39
½" SS NEXTED COUPLIN SCH40	10	0.19	1.90
Estimated tax on quote	1	184.80	184.80
Sentinel Smart Irrigation Controller	1	3000	3,000.00
TOTAL			\$15,086.81

5. Reporting Requirement

<p>Leah Brown, Water Conservation Specialist</p> <hr/> <p>Print Applicant's Name</p>	<p><u>understands</u> there will be a final report due within 90 days of the project's completion.</p> <p>Yes <input type="checkbox"/> No</p>
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6. Certification: I certify that the information in this application is accurate.

Signature of Grant Applicant's Authorized Representative and Date

Steve Carrigan, City Manager, City of Merced

Printed Name and Title of Grant Applicant's Authorized Representative

Next Steps:

1. Email your complete application to: drought@ccc.ca.gov
2. If necessary, CCC will contact you to review details, discuss project schedule, etc.
3. DWR and CCC will conduct a review of your application and respond to you within 2 weeks on the status of your application.

For more information see <http://www.water.ca.gov/turf/> and/or

Contact CCC: Madeline Journey at (916) 341-3232 or madeline.journey@ccc.ca.gov

Planned Water Use/Savings

Plants			
700	4 Gallons/hour	2 hours/week	5,600 gallons/week
		3 hours/week	8,400 gallons/week
			748 gallons/Unit
	52 weeks/year	291,200 gallons/year	389.30 units/year
		436,800 gallons/year	583.96
	AVERAGE 2-3 gallons/week/plant	364,000 gallons/year	486.63

Actual Water use	Units Used	Gallons used	Actual Gallons/Year	Total Units
12/15/2015	51	38,148		
11/15/2015	33	24,684		
10/15/2015	85	63,580		
9/15/2015	127	94,996		
8/15/2015	71	53,108		
7/15/2015	191	142,868		
6/15/2015	90	67,320		
5/15/2015	62	46,376		
4/15/2015	100	74,800		
3/15/2015	77	57,596		
2/15/2015	13	9,724		
1/15/2015	23	17,204	690,404	923
12/15/2014	119	89,012		
11/15/2014	86	64,328		
10/15/2014	109	81,532		
9/15/2014	57	42,636		
8/15/2014	56	41,888		
7/15/2014	148	110,704		
6/15/2014	78	58,344		
5/15/2014	47	35,156		
4/15/2014	41	30,668		
3/15/2014	21	15,708		
2/15/2014	47	35,156		
1/15/2014	33	24,684	629,816	842
12/15/2013	9	6,732		
11/15/2013	46	34,408		
10/15/2013	51	38,148		
9/15/2013	252	188,496		
8/15/2013	77	57,596		
7/15/2013	121	90,508		
6/15/2013	141	105,468		
5/15/2013	173	129,404		
4/15/2013	69	51,612		
3/15/2013	21	15,708		
2/15/2013	27	20,196		
1/15/2013	5	3,740	742,016	992

Estimated Planned Water Use

	Gallons	Units
	364,000	487
2015 Actual Water Use	690,404	923
2014 Actual Water Use	629,816	842
2013 Actual Water Use	742,016	992
3 year Average Water Use	687,412	919
Savings Estimated off Avg use Compared to Planned Use	323,412	432



ADMINISTRATIVE REPORT

Agenda Item: F.8.

Meeting Date: 2/16/2016

Report Prepared by: Joe Cardoso, P.L.S., Land Engineer

SUBJECT: Right-of-Way Dedications for the G Street Undercrossing Project and the Highway 59 and Cooper Ave Traffic Signal Project

REPORT IN BRIEF

Dedicate portions of City owned properties for public road use along G Street from 23rd Street to 25th Street and along the extension of Willowbrook Drive near Highway 59.

RECOMMENDATION

City Council - Adopt a motion:

- A. Adopting **Resolution 2016-09**, a Resolution of the City Council of the City of Merced, California, approving dedication of road right-of-way along G Street from 23rd Street to 25th Street for public road use; and,
- B. Adopting **Resolution 2016-10**, a Resolution of the City Council of the City of Merced, California, approving dedication of road right-of-way along Extension Willowbrook Drive for public road use; and,
- C. Authorizing the City Manager to execute the necessary documents.

ALTERNATIVES

- 1. Approve, as recommended by staff; or,
- 2. Approve, subject to other than recommended by staff (identify specific 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, Section 200. City of Merced Resolution No. 4217 - Authorizing City Clerk to Accept and Consent to Deeds or Grants of Real Estate.
Government Code - Chapter 12.7. Dedication of Real Property for Public Purposes [7050]

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

The City has completed both the G Street Undercrossing Project and the Highway 59 and Cooper Avenue Traffic Signal Project. In order to finalize the projects, all the necessary right-of-way from City owned property will need to be dedicated for public road and utility use. The dedication of the road right-of-way will not only allow the public to use these portions of property for streets, but also keeps all utility improvements within our franchise agreements.

The Highway 59 and Cooper Avenue Project involved improvements to both City streets as well as the State Highway. Staff is currently working with Caltrans to dedicate portions of City owned property along Highway 59 to the State for public road use. A resolution will be brought to Council for approval at a future meeting.

Staff is requesting Council approve the dedication of City owned property along G Street and Willowbrook Drive for public road and utility use.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed for this action.

ATTACHMENTS

1. Resolution for G Street Undercrossing
2. Resolution for Willowbrook Drive

RESOLUTION NO. 2016-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
APPROVING DEDICATION OF ROAD RIGHT-
OF-WAY ALONG G STREET FROM 23RD
STREET TO 25TH STREET FOR PUBLIC ROAD
USE**

WHEREAS, the City of Merced is completing the construction of the G Street Undercrossing; and

WHEREAS, additional road right-of-way is required along G Street from 23rd Street to 25th Street to ensure the safe and efficient movement of people; and

WHEREAS, the dedication of additional road right-of-way along G Street from 23rd Street to 25th Street for public highway purposes is necessary to comply with the City's General Plan; and

WHEREAS, the City of Merced is the owner of the real property from which the dedication of additional road right-of-way proposed to be designated for public road and public utility use is more particularly described and depicted on Exhibits "A" through "J," which are attached hereto and incorporated herein by reference.

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

SECTION 1. The City Council approves the dedication of additional road right-of-way for public road and public utility use as described and depicted in Exhibits "A" through "J".

SECTION 2. The City Manager is hereby authorized to sign all additional necessary documents to effectuate the dedication of additional road right-of-way as described and depicted in Exhibits "A" through "J".

SECTION 3. The City Clerk is directed to cause a certified copy of this Resolution, attested under seal of the City of Merced, to be recorded in the Office of the County Recorder of Merced County.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2016, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

Mayor

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Ken Ayed 1/7/16
City Attorney Date

EXHIBIT "A"

DESCRIPTION

Being all of Lot 29 and a portion of Lot 30 lying in Block 47 as shown on "Supplemental Map to Town of Merced", recorded in Volume 2 of Official Plats at page 12, Merced County Records, in the City of Merced, Merced County, State of California, being more particularly described as follows:

All of said Lots 29 and 30 excepting, the southeast 17.00 feet of said Lot 30, the northwest line of said 17.00 feet being parallel with the southeast line of said Lot 30.

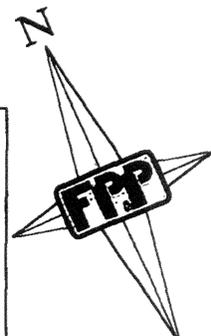
Containing 4,950 square feet more or less



David D. Heinrich
1-04-2010

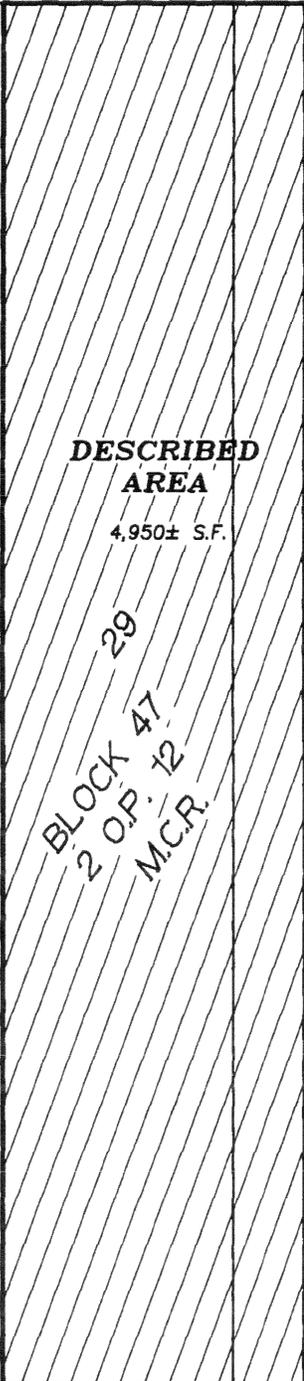
EXHIBIT "B"

24th STREET



SCALE 1" = 20'

28



DESCRIBED
AREA
4,950± S.F.

BLOCK 47
2 O.P. 12
M.C.R.

30

31

32

G
S
T
R
E
E
T

17.00'



David D. Heinrich
1-04-2010

23rd STREET

EXHIBIT "C"

DESCRIPTION

Being a portion of Lots 31 and 32 of Block 47 as shown on "Supplemental Map to Town of Merced", recorded in Volume 2 of Official Plats at page 12, Merced County Records, in the City of Merced, Merced County, State of California, being more particularly described as follows:

BEGINNING at the east corner of said Lot 32 of Block 47 as shown on said map;
thence South 24° 40' 00" West, 150.00 feet along the southeast line of said Lot 32 to the south corner of said Lot 32;
thence North 65° 20' 00" West, 50.00 feet along the southwest line of said Lot 32 and 31 to the west corner of said Lot 31;
thence North 24° 40' 00" East, 1.29 feet along the northwest line of said Lot 31;
thence South 78° 00' 37" East, 28.07 feet;
thence North 22° 42' 15" East, 142.63 feet to a point on the northeast line of said Lot 31 that is 22.50 feet from the north corner of said Lot 31;
thence South 65° 20' 00" East, 27.50 feet along the northeast line of said Lots 31 and 32 to the **POINT OF BEGINNING**;

Containing 3860 square feet more or less.



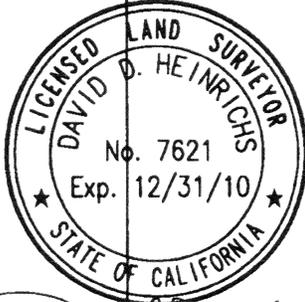
David D. Heinrichs
10/28/2009

EXHIBIT "D"

24th STREET

S65°20'00"E 27.50'

POINT OF BEGINNING



David D. Heinrichs

10/30/09



SCALE 1" = 20'

AREA OF ACQUISITION
3,860± S.F.

29

30

31

32

N22°42'15"E 142.63'

S24°40'00"W 150.00'

BLOCK 47
2 O.P. 12
M.C.R.

G
S
T
R
E
E
T

N24°40'00"E 1.29'

S78°00'37"E 28.07'

N65°20'00"W 50.00'

23rd STREET

6/11/2009

EXHIBIT "E"

DESCRIPTION

Being a portion of Lots 1 and 2 of Block 47 as shown on "Supplemental Map to Town of Merced", recorded in Volume 2 of Official Plats at page 12, Merced County Records, in the City of Merced, Merced County, State of California, being more particularly described as follows:

COMMENCING at the east corner of said Lot 1 of Block 47 as shown on said map;
thence South 24°40'00" West, 10.00 feet along the southeast line of said Lot 1 to the east corner of Deed, recoded in Volume 3424 of Official Records at page 492, Merced County Records also being the **TRUE POINT OF BEGINNING**;
thence South 24°40'00" West, 100.00 feet along the southeast line of said Lot 1 to the south corner of said Deed;
thence North 65°20'00" West 31.00 feet along the southwest line of said Deed;
thence North 21°13'59" East, 100.18 feet to a point on the northeast line of said Deed, that bears South 65°20'00" East 37.00 feet from the said east corner of the Deed;
thence South 65°20'00" East 37.00 feet along the northeast line of said Deed to the **TRUE POINT OF BEGINNING**.

Containing 3,400 square feet more or less



David D. Heinrichs
10/28/2009

EXHIBIT "F"

B.N.S.F.
RAILROAD

(FORMER 24th STREET)



SCALE 1" = 20'

POINT OF COMMENCING

S24°40'00"W 10.00'

TRUE POINT OF BEGINNING

S65°20'00"E 37.00'

NORTHEAST LINE,
DEED, 3424 O.R. 492.

DEED
3424 O.R. 492,
M.C.R.

AREA
OF
ACQUISITION
3,400± S.F.

N21°13'59"E 100.18'

S24°40'00"W 100.00'

G
S
T
R
E
E
T

SOUTHWEST LINE,
DEED, 3424 O.R. 492.

BLOCK 47
2 O.P. 12
M.C.R.

N65°20'00"W 31.00'

24th STREET



David D. Heinrich
10/28/2009

EXHIBIT "G"

DESCRIPTION

Being a portion of Lot 124 as shown on "Map of Ragsdale's Subdivision", recorded in Volume 8 of Official Plats at page 22, Merced County Records, in the City of Merced, Merced County, State of California, being more particularly described as follows:

BEGINNING at the north corner of said Lot 124 as shown on said map;
thence South 24° 52' 00" West, 110.00 feet along the northwest line of said Lot 124 to the west corner of said Lot 124;
thence South 65° 20' 00" East, 25.50 feet along the southwest line of said Lot 124;
thence North 20° 14' 42" East, 110.33 feet to a point on the northeast line of said Lot 124 that is 16.61 feet from said north corner of Lot 124;
thence North 65° 20' 00" West, 16.61 feet along said northeast line of Lot 124 to the **POINT OF BEGINNING**;

Containing 2,316 square feet more or less.



EXHIBIT "H"

S
T
R
E
E
T

G

LOT 115
8 O.P. 22
M.C.R.

LOT 124
8 O.P. 22
M.C.R.

DEED,
DOC# 2009-052732
M.C.R.



SCALE 1" = 20'

POINT OF BEGINNING

N65°20'00"W 16.61'

S24°52'00"W 110.00'

N201°44'2"E 110.33'

S65°20'00"E 25.50'

SANTA FE AVENUE

30'



David D. Heinrichs
11/23/2009

EXHIBIT "I"

DESCRIPTION

Being a portion of Lot 115 as shown on "Map of Ragsdale's Subdivision", recorded in Volume 8 of Official Plats at page 22, Merced County Records, in the City of Merced, Merced County, State of California, being more particularly described as follows:

BEGINNING at the west corner of said Lot 115 as shown on said map;
thence North 24° 52' 00" East, 110.00 feet along the northwest line of said Lot 115 to the north corner of said Lot 115;
thence South 65° 20' 00" East, 4.00 feet along the northeast line of said Lot 115;
thence South 18° 19' 28" West, 110.68 feet to a point on the southwest line of said Lot 115 that is 16.61 feet from said west corner of Lot 115;
thence North 65° 20' 00" West, 16.61 feet along said southwest line of Lot 115 to the **POINT OF BEGINNING**;

Containing 1134 square feet more or less



David D. Heinrichs
11/23/2009

EXHIBIT "J"



SCALE 1" = 20'

25th STREET

25'

S65°20'00"E 4.00'



David D. Heinrichs
11/23/2009

AREA OF ACQUISITION
1134 S.F.

DEED,
DOC# 2009-041802
M.C.R.

N24°52'00"E 110.00'

S18°19'28"W 110.68'

S
T
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T

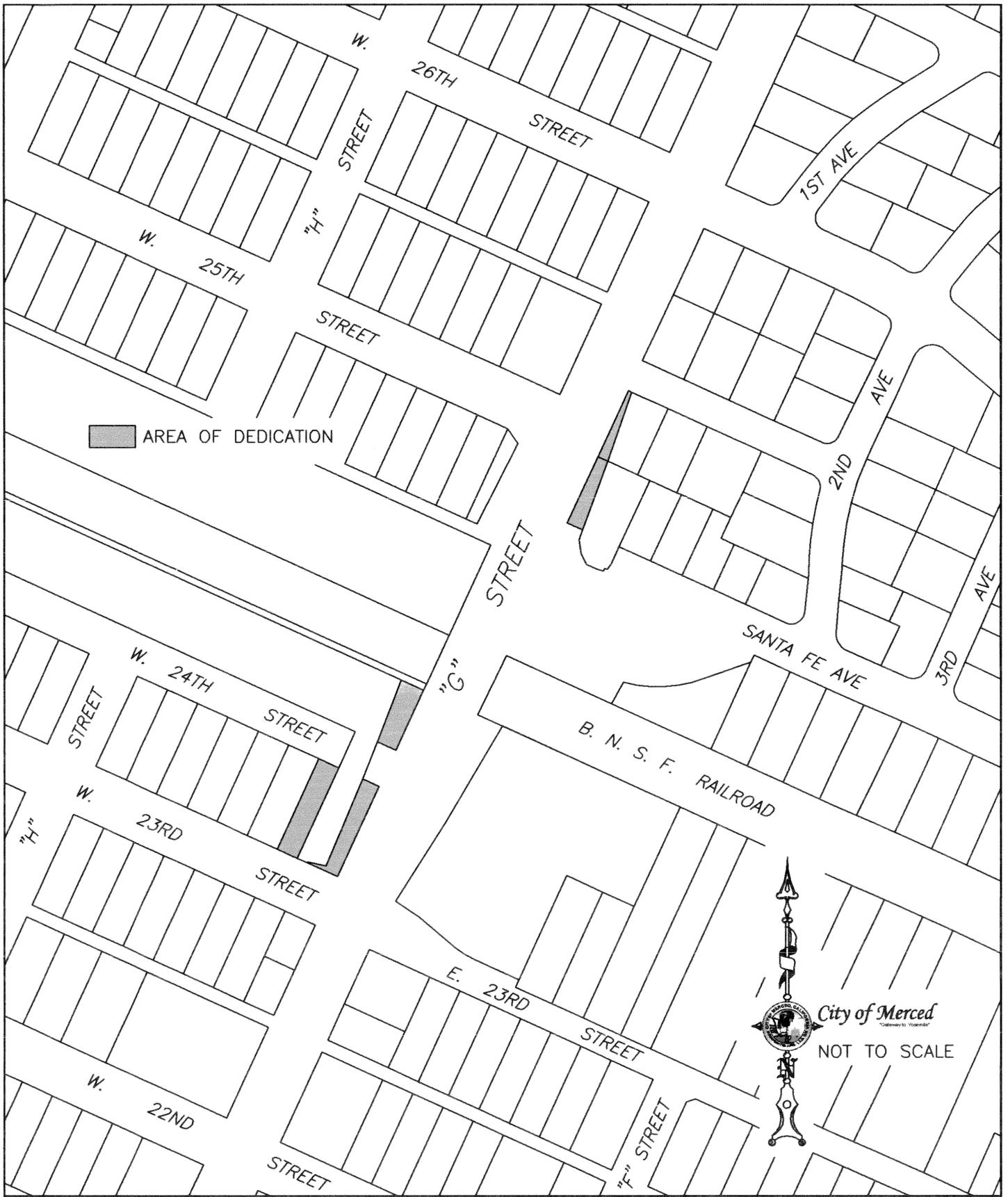
LOT 115
8 O.P. 22
M.C.R.

POINT OF BEGINNING

N65°20'00"W 16.61'

LOT 124
8 O.P. 22
M.C.R.

G



City of Merced
 "Gateway to Yosemite"
 DEVELOPMENT SERVICES
 ENGINEERING PROJECTS AND STANDARDS
 678 W. 18th Street (209) 385-6846

RIGHT OF WAY DEDICATION
 SITE PLAT

DR. BY: CARDOSO
DATE: 1/7/16
CH. BY:
DATE:
File No.
SCALE: NO SCALE

RESOLUTION NO. 2016-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
APPROVING DEDICATION OF ROAD RIGHT-
OF-WAY ALONG EXTENSION WILLOWBROOK
DRIVE FOR PUBLIC ROAD USE**

WHEREAS, the City of Merced has completed the construction of the Highway 59 and Cooper Avenue Traffic Signal; and

WHEREAS, additional road right-of-way is required to construct Willowbrook Drive to State Highway 59 to ensure the safe and efficient movement of people; and

WHEREAS, the dedication of additional road right-of-way along Willowbrook Drive for public highway purposes is necessary to comply with the General Plan; and

WHEREAS, the City of Merced is the owner of the real property from which the dedication of additional road right-of-way proposed to be designated for public road and public utility use is more particularly described and depicted on Exhibits "A" and "B," which are attached hereto and incorporated herein by reference.

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

SECTION 1. The City Council approves the dedication of additional road right-of-way for public road and public utility use as described and depicted in Exhibits "A" and "B".

SECTION 2. The City Manager is hereby authorized to sign all additional necessary documents to effectuate the dedication of additional road right-of-way as described and depicted in Exhibits "A" and "B".

SECTION 3. The City Clerk is directed to cause a certified copy of this Resolution, attested under seal of the City of Merced, to be recorded in the Office of the County Recorder of Merced County.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2016, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

Mayor

ATTEST:
CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:



City Attorney Date

EXHIBIT A

A strip of land situated in a portion of the Section 24, Township 7 South, Range 13 East, M.D.B.& M., City of Merced, County of Merced, State of California, said strip of land being a portion of Lot 18, as said Lot 18 is delineated on that certain map entitled " MAP OF BEAR CREEK COLONY", filed for record on January 29, 1896, in the office of the County Recorder of Merced County, in Volume 2 of Official Plats, at Pages 36, said strip of land being more particularly described as follows:

Parcel 1

All that portion of real property described in Grant Deed to the City of Merced, recorded August 23, 2011 as Document Number 2011-030352 in the office of the County Recorder of Merced County, EXCEPTING THEREFROM the westerly 50.00 feet.

Parcel 2

All that certain real property described in Grant Deed to the City of Merced, recorded August 23, 2011 as Document Number 2011-030350 in the office of the County Recorder of Merced County, EXCEPTING THEREFROM the westerly 38.00 feet.

The above-described strips of land contains 11,100 Sq. Ft. combined, more or less, and is subject to any liens, encumbrances, covenants, restriction, and rights-of-way or easements of record or legally acquired.



Joe M. Cardoso
11/5/2016

23 F.M. 06

COOPER AVENUE

40 P.M. 03

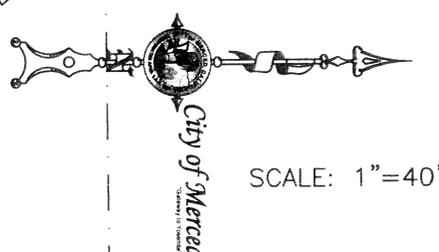
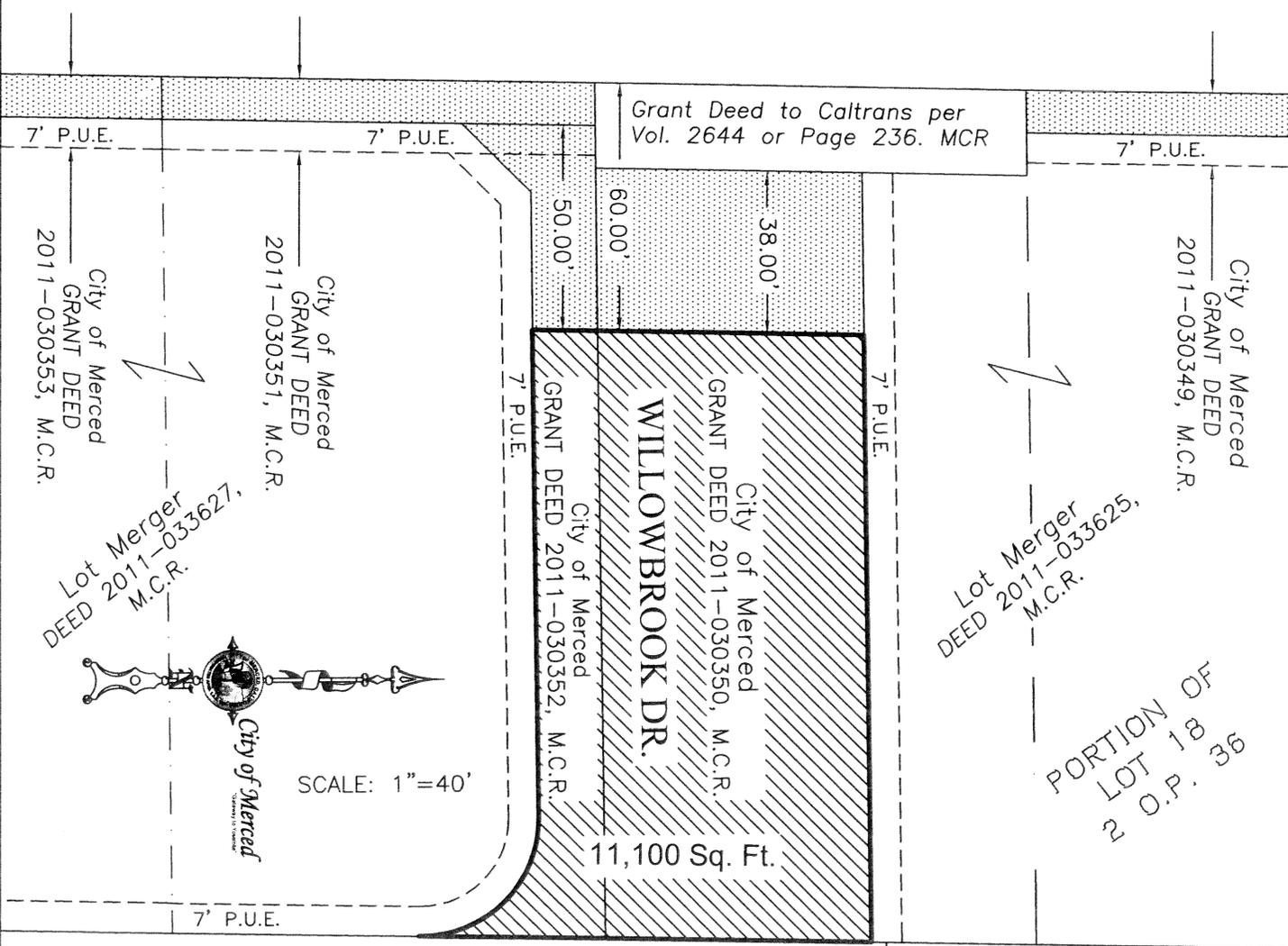
City of Merced
GRANT DEED 2011-030342, M.C.R.

City of Merced
GRANT DEED 2011-030341, M.C.R.

AREA TO BE DEEDED TO CALTRANS BY FUTURE DOCUMENT.

STATE HIGHWAY 59

WEST LINE SECTION 24



WILLOWBROOK DR.

City of Merced
"Gateway to Yosemite"

DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

EXHIBIT B
ROAD DEDICATION

DR. BY: CARDOSO
DATE: 1/5/16
CH. BY:
DATE:
File No.
SCALE: 1"=40'



ADMINISTRATIVE REPORT

Agenda Item: F.9.

Meeting Date: 2/16/2016

Report Prepared by: *Lindsey Johnson, Recreation Supervisor, Parks and Recreation*

SUBJECT: Second Amendment to CP-42 Lease Agreement with Seth Rossow

REPORT IN BRIEF

Second amendment to lease agreement with Seth Rossow to decrease amount of leasable land.

RECOMMENDATION

City Council - Adopt a motion approving the amendment to the lease agreement with Seth Rossow; and, authorizing the City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to other than recommended by staff (identify specific 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 of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2015-16 Adopted Budget

DISCUSSION

In December 2014, the City of Merced entered in to a lease agreement with Seth Rossow to use the property located at Mission and Tyler (CP-42) for agricultural use. The agreement was later amended in 2015 to reduce the rate charged for the land in response to the drought conditions on the property.

The City of Merced has begun developing Well Site #20 on the CP-42 property and is now ready to complete the project. The CP-42 property will ultimately be developed in to a sports park/soccer complex and the completion of the well site is integral to beginning construction of the park. To complete the well site additional land is needed. The land is currently being leased by Mr. Rossow, so a second amendment to the lease is needed to decrease the amount of acres available to him. The lease will be decreased by 7.37 acres, bringing the new amount of leasable land to 27.2 acres.

Mr. Rossow is aware of the future plans to develop the land in to soccer fields and the City has worked closely with him to ensure that development of the park does not interfere with his scheduled crops. Staff will continue to communicate any changes in plans for the property in a timely manner with Mr. Rossow.

Development of the soccer fields was postponed this past year due to the drought, but will be re-evaluated on a year-by-year basis.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed

ATTACHMENTS

1. Second Amendment to CP-42 Lease
2. First Amendment to CP-42 Lease
3. Original CP-42 Lease

**SECOND AMENDMENT TO LEASE AGREEMENT
(Agricultural Use)**

THIS SECOND AMENDMENT TO LEASE AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Merced, a California Charter Municipal Corporation, hereinafter called “Lessor”, and Seth Rossow, whose address of record is 7745 Sandy Mush Road, Merced California 95341, hereinafter called “Lessee”, subject to the following terms and conditions:

RECITALS

A. Lessor and Lessee have previously entered into a Lease Agreement which was dated November 19, 2014 (the “Lease”), wherein Lessor leases to Lessee and Lessee leases from Lessor, the real property generally located on the northwest corner of Mission Avenue and Tyler Road, commonly known as 887 South Tyler Road in the County of Merced, State of California, APN 259-130-017 (hereinafter “Premises”), which consists of approximately 34.57 acres, for farming and agricultural purposes.

B. Lessor and Lessee have previously entered into a First Amendment to Lease dated June 1, 2015, wherein Lessor agreed to a reduction in rent to assist Lessee with his agricultural use of the Premises due to limited availability of water to the Premises as a result of the persistent and severe drought conditions. The First Amendment also amended the term of the Lease from five years to three.

C. The Lessor will begin the development of Well Site #20 and needs additional land to do so, thus decreasing the acreage available to lease from 34.57 acres to 27.2 acres.

D. The parties desire to amend the Lease to reflect the decrease of acreage available to be leased.

NOW, THEREFORE, the parties hereto, 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, do hereby agree as follows:

1. Section 1 of the Agreement, "Leased Premises" is hereby amended in its entirety to read as follows:

"1. **LEASED PREMISES.** For and in consideration of the payments, terms, conditions and covenants as hereinafter set forth, Lessor hereby leases to Lessee and Lessee leases from Lessor, subject to the terms and conditions in this Lease, all that certain real property generally located on the northwest corner of Mission Avenue and Tyler Road, commonly known as 887 South Tyler Road in the County of Merced, State of California, APN 259-130-017, consisting of approximately 27.2 acres, more fully described in Exhibit 'A' and shown in Exhibit 'B,' both attached hereto and incorporated herein by reference (the "Premises")."

2. Except as herein amended, the Lease dated November 19, 2014 and First Amendment dated June 1, 2015, shall remain in full force and effect.

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

LESSOR:
CITY OF MERCED
A California Charter Municipal
Corporation

By: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kelly Fincher 1/27/16
City Attorney Date

214940
ACCOUNT DATA:

BY: Rudley R. Hunt
Verified by Finance Officer

no funds required 2/4/16
plus

ML# 26629 2/4/16 RJ W

LESSEE:

BY: Seth Rossow
Seth Rossow

Taxpayer I.D. No. 569 91 3632

ADDRESS: 7745 East Sandy Mush
Merced, CA 95341

TELEPHONE: (209) 617-7755

FAX: _____

E-MAIL: sethrossow@gmail.com

EXHIBIT A

That certain real property situated in a portion of Section 31, Township 7 South, Range 14 East, M.D.B. & M., City of Merced, County of Merced, State of California, being more particularly described as follows:

Lots 208 and 209 as shown on Map entitled "MAP OF MERCED COLONY", recorded in Book 4 of Official Maps, Pages(s) 24 Merced County Records.

EXCEPTING THEREFROM and undivided one-half interest is all oil, gas and /or mineral in and under said lands, which are expressly reserved, together with the right to enter on the above described lands and take all the usual, necessary or convenient means to bore wells, make excavation and remove all the oil, gas, and/or minerals herein reserved, and found thereon, as reserved by recorded Deed Recorded February 3, 1937 in Volume 526, Page 431, Merced County.




City of Merced
"Gateway to Yosemite"

DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

LEASE AREA
EXHIBIT B

DR. BY: CARDOSO
DATE: 1/15/16
CH. BY:
DATE:
File No.
SCALE: 1"=200'

**FIRST AMENDMENT TO LEASE AGREEMENT
(Agricultural Use)**

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made and entered into this 1ST day of JUNE, 2015, by and between the City of Merced, a California Charter Municipal Corporation, hereinafter called "Lessor", and Seth Rossow, whose address of record is 7745 Sandy Mush Road, Merced California 95341, hereinafter called "Lessee", subject to the following terms and conditions:

RECITALS

- A. Lessor and Lessee have previously entered into a Lease Agreement which was dated November 19, 2014 (the "Lease"), wherein Lessor leases to Lessee and Lessee leases from Lessor, the real property generally located on the northwest corner of Mission Avenue and Tyler Road, commonly known as 887 South Tyler Road in the County of Merced, State of California, APN 259-130-017 (hereinafter "PREMISES"), which consists of approximately 34.57 acres, for farming and agricultural purposes.
- B. Currently, pursuant to the terms of the Lease, Lessee rents the premises for the annual rent of \$10,371.00, which is \$300.00 per acre.
- C. In February 2015, the Merced Irrigation District (hereinafter "MID") informed Lessee and other Growers that due to the persistent drought conditions, there would be no available surface water allocation in 2015. This decision had a significant impact on Lessee's ability to use the Premises for its intended farming and agricultural purposes.
- D. Lessee does not have access to well water at the premises and instead relies on MID to supply surface water irrigation for the crops planted or intended to be planted on the premises.
- E. As part of the Lease Agreement, Lessee provides several beneficial services to Lessor, which, without the services of Lessee, Lessor would have to perform or pay for the cost to have performed. These services include: weed abatement at the property which is a beneficial and required annual fire suppression measure and bi-annual spreading of the leaves collected Lessor's Public Work's Department.

F. The parties desire to amend the Lease to provide for a reduction in rent to assist Lessee with his agricultural use of the premises due to the limited availability of water to the premises as a result of the persistent and severe drought conditions.

NOW, THEREFORE, the parties hereto, 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, do hereby agree as follows:

1. Section 2 of the Agreement, "Rent" is hereby amended in its entirety to read as follows:

"2. **RENT.** Due to the limited access to irrigation water at the Premises as a result of persistent severe drought conditions, Lessor agrees that effective February 11, 2015, which is the date that Lessee was informed by MID to prepare for a season with no allocation of surface water for 2015, the annual rent shall be reduced as follows:

For Year 1:

For the period of November 19, 2014, to February 10, 2015, the original rental rate of \$10,371 or \$300.00 per acre will be in effect.

For the period of February 11, 2015, to November 18, 2015, the annual rental rate will be reduced to \$1,037.10, or \$30.00 per acre.

The annual rent for year one of the lease was paid in full on December 3, 2014. Accordingly, Lessee shall receive a pro-rata refund of the annual rental rate for the period of February 11, 2015 to November 18, 2015, due to the reduction in the rental rate in effect during that period.

For Year 2: \$0.00

For Year 3: \$1,037.10, or \$30.00 per acre.

The reduced rental amount shall continue to be due and payable on or before the nineteenth (19th) day of November of each year, except for year two of the lease.

During the time this Agreement is in effect, Lessor may begin construction to develop its Municipal water well that already exists on the property. In the event that construction commences during the lease term causing a reduction in acreage available for Lessee to use for his farming or agricultural purposes, the amount of Lessee's annual rent will be proportionately reduced.

In the event that MID determines that a severe drought condition exists regarding the irrigation water supply for the Premises, Lessor and Lessee may negotiate a temporary lower per acre rental rate."

2. Section 3 of the Agreement, "Term" is hereby amended in its entirety to read as follows:

"TERM. The term of this Lease shall commence on November 19, 2014, and shall continue for a period of three (3) years to and including November 18, 2017."

Except as herein amended, the Agreement dated November 19, 2014, shall remain in full force and effect.

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

LESSOR:
CITY OF MERCED
A California Charter Municipal
Corporation

By: John M. Bramble
City Manager

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY: Y. M. Dubrow 6/10/15
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: Kelley Fincher 6/14/15
City Attorney Date

214940
ACCOUNT DATA:

BY: Rudley R. [Signature]
Verified by Finance Officer

No Funds to Encumber R 6/8/15
LESSEE:

MR # 26629 6/8/15 RS

BY: Seth Rossow
Seth Rossow

Taxpayer I.D. No. 568-91-3632

ADDRESS: 7745 East Sandy Mush
Merced, CA 95341

TELEPHONE: (209) 617-7755

FAX: _____

E-MAIL: sethrossow@gmail.com

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

MAP

**LEASE AGREEMENT
(Agricultural Use)**

THIS LEASE AGREEMENT is made and entered into this 1st day of DECEMBER, 2014, by and between the City of Merced, a California Charter Municipal Corporation, hereinafter called "Lessor", and Seth Rossow, hereinafter called "Lessee", subject to the following terms and conditions:

1. **LEASED PREMISES.** For and in consideration of the payments, terms, conditions and covenants as hereinafter set forth, Lessor hereby leases to Lessee and Lessee leases from Lessor, subject to the terms and conditions in this Lease, all that certain real property generally located on the northwest corner of Mission Avenue and Tyler Road, commonly known as 887 South Tyler Road in the County of Merced, State of California, APN 259-130-017, consisting of approximately 34.57 acres, more fully described in Exhibit "A" and shown in Exhibit "B," both attached hereto and incorporated herein by reference (the "Premises").

2. **RENT.** Lessee agrees to pay to Lessor the following rent:

\$10,371.00 per year (\$300.00 per acre)

Said rent shall be due and payable on or before the nineteenth (19th) day of November of each year, beginning on November 19, 2014.

3. **TERM.** The term of this Lease shall commence on November 19, 2014, and shall continue for a period of five (5) years to and including November 18, 2019.

4. **PURPOSE.** Use of the Premises is strictly limited to farming and agricultural activities only, and for no other purpose. Under no circumstances shall the Premises, or any portion thereof, be used for growing cotton. Lessee agrees and acknowledges that non-compliance with this paragraph is a material breach of this Lease. Lessor shall have the right to enter on said premises at all reasonable times for the purpose of inspection.

5. **CARE AND MAINTENANCE.** Lessee shall care for, replace, maintain, and repair the Premises and all appurtenances thereto, including but not

limited to all fences, wells, pumps, pipes, ditches, and roadways, in a good condition, and reasonably free from noxious weeds and grasses.

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

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

8. **CANCELLATION.** Lessor may terminate this Lease for any reason by giving Lessee ninety (90) days written notice. The Lessee has been informed and is aware that Lessor has plans to eventually turn the Leased Premises into a sports complex and that there is a possibility that the construction of this project could begin before the expiration of the Lease term. In the event Lessor terminates the Lease before the expiration of the Lease term for the purpose of constructing the sports complex, Lessor agrees to work with Lessee to provide him an additional reasonable amount of time, if necessary, to finish growing and harvesting any row, hay or grass crops planted on the Premises at the time the written termination notice was given.

9. **SURRENDER.** Lessee agrees that it will peacefully surrender possession of the Premises to Lessor at the expiration of this Lease, or earlier upon no less than ninety (90) calendar days of written notice from Lessor that Lessor requires the Premises for its exclusive use, whichever first occurs, free and clear of all liens and encumbrances made, done, or suffered by the Lessee, in as good condition as reasonable wear and tear will permit; provided that damage by fire, acts of God, the elements, the exploration and development of oil, gas, or other minerals, and other causes beyond the reasonable control of the Lessee are excepted. Lessee shall ensure that all crops and other vegetation are removed when the Premises is surrendered. In the event Lessee surrenders possession of the Premises due to Lessor's need to use the Premises exclusively prior to the

expiration of this Lease, Lessor shall refund any rent paid for the remainder of the year to Lessee on a *pro-rata* basis.

10. **DEFAULT.**

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

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

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

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

11. **OWNERSHIP OF IMPROVEMENTS.** All improvements, wells, pumps, and other facilities placed on the Premises by Lessee after the execution of this Lease shall be and remain the property of Lessee so long as this Lease is in effect, but shall become the property of Lessor upon the termination of the Lease.

All improvements and properties, personal and real, which existed on the Premises prior to the execution of this Lease shall remain property of the Lessor.

12. **ALTERATIONS OR IMPROVEMENTS**. Lessee shall not make, or permit to be made, alterations or improvements of any kind to the Premises without first obtaining Lessor's written consent, which shall not be unreasonably withheld when said alterations or improvements are necessary to carry out the purposes for which the Premises are leased. Ownership of and the right to remove additions or improvements to the Premises shall be governed by Paragraph 11 above.

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

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

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

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

15. **CONDITION OF THE PREMISES**. Lessor makes no covenant or representation regarding the condition of the Premises. Lessee is aware of the quality of the water and soil available to the Premises including any limitations on the quantity of water. Lessee accepts the Premises in its AS IS CONDITION, and acknowledges that no promises have been made by Lessor about the Premises regarding its profitability for farming, the availability of water or other items necessary to conduct a farming operation on the Premises or the suitability of the Premises for a farming operation. Lessee has made its independent determination regarding these issues to the extent that it feels necessary to do so. City agrees to disc the Premises one (1) time prior to the start date of the Lease.

16. **ENVIRONMENTAL**. Lessee shall be responsible for fuel, oil, chemical or other spills and shall not dispose or discharge hazardous or other waste on the leased Premises, and shall be responsible for any of its negligent acts, and within the confines of the leased Premises shall monitor such as is required by law and regulations of the state or federal government. Lessee agrees that Lessee will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any applicable law or regulation. Lessee shall indemnify, protect, defend, and hold Lessor and the officers, employees, agents, successors, and assigns harmless from and against any and all claims, demands, proceedings, causes of action, damages, liabilities, losses, costs, and expenses, including, without limitation, attorneys' and consultants' fees, costs, and expenses arising out of or resulting from any and all of the above, whether or not labeled environmental pollution and/or contamination of soil or water. The foregoing indemnity is intended to operate as an indemnity agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, defend, hold harmless, and indemnify Lessor from liability.

Lessee agrees not to store or apply any fertilizer, pesticide, chemical or other foreign substance, except those substances (and quantities) approved by the United States Department of Agriculture, by the California Department of Food and Agriculture and by any other applicable governmental agency ("Approved Substances") on the Premises or any crops growing thereon. The use of Approved Substances by Lessee shall be in strict conformity with all applicable laws, rules and regulations and with the manufacturer's instructions respecting the manner and timing of application and with all legal requirements. Approved Substances used by Lessee shall not be used in such a fashion as to impact any property other than the Leased Premises. Lessee shall maintain records in accordance with sound business practices and all pertinent governmental regulations concerning the date, time, place, quantity, kind and method of application of all such Approved Substances utilized by Lessee on the Leased Premises and shall furnish to Lessor true and correct copies thereof upon request and upon termination of the Lease.

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

City Attorney
City of Merced
678 West 18th Street
Merced, California 95340

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

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

20. **ATTORNEY'S FEES.** In the event of any litigation between the parties to enforce, protect or establish any right or remedy under this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees. Judicial arbitration is an action or proceeding for the purpose of this provision.

21. **OTHER TERMS.** The Lessor reserves the right to stockpile organic materials (leaves and wood shavings) on a portion of the land that is not rentable to Lessee. Lessee is responsible for the proper use or disposal of all organic matter generated by Lessor and remaining on site at the time of this Lease. Cost of said use or disposal shall be solely the responsibility of the Lessee.

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

LESSOR:
CITY OF MERCED
A California Charter Municipal
Corporation

By: 
City Manager

ATTEST:
JOHN M. BRAMBLE, CITY CLERK



BY: [Signature]
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kelly Fincher 11/7/14
City Attorney Date

214940
ACCOUNT DATA:

BY: [Signature]
Verified by Finance Officer

No funds to encumber. 11/11/14
LESSEE:

MR # 26629 11/19/14 RJ
vr

BY: [Signature]
Seth Rossow

Taxpayer I.D. No. 568-91-3632

ADDRESS: 7745 East Sandy Mush
Merced, CA 95341

TELEPHONE: (209) 617-7755

FAX: _____

E-MAIL: sethrossow@gmail.com

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT A

That certain real property situated in a portion of Section 31, Township 7 South, Range 14 East, M.D.B. & M., City of Merced, County of Merced, State of California, being more particularly described as follows:

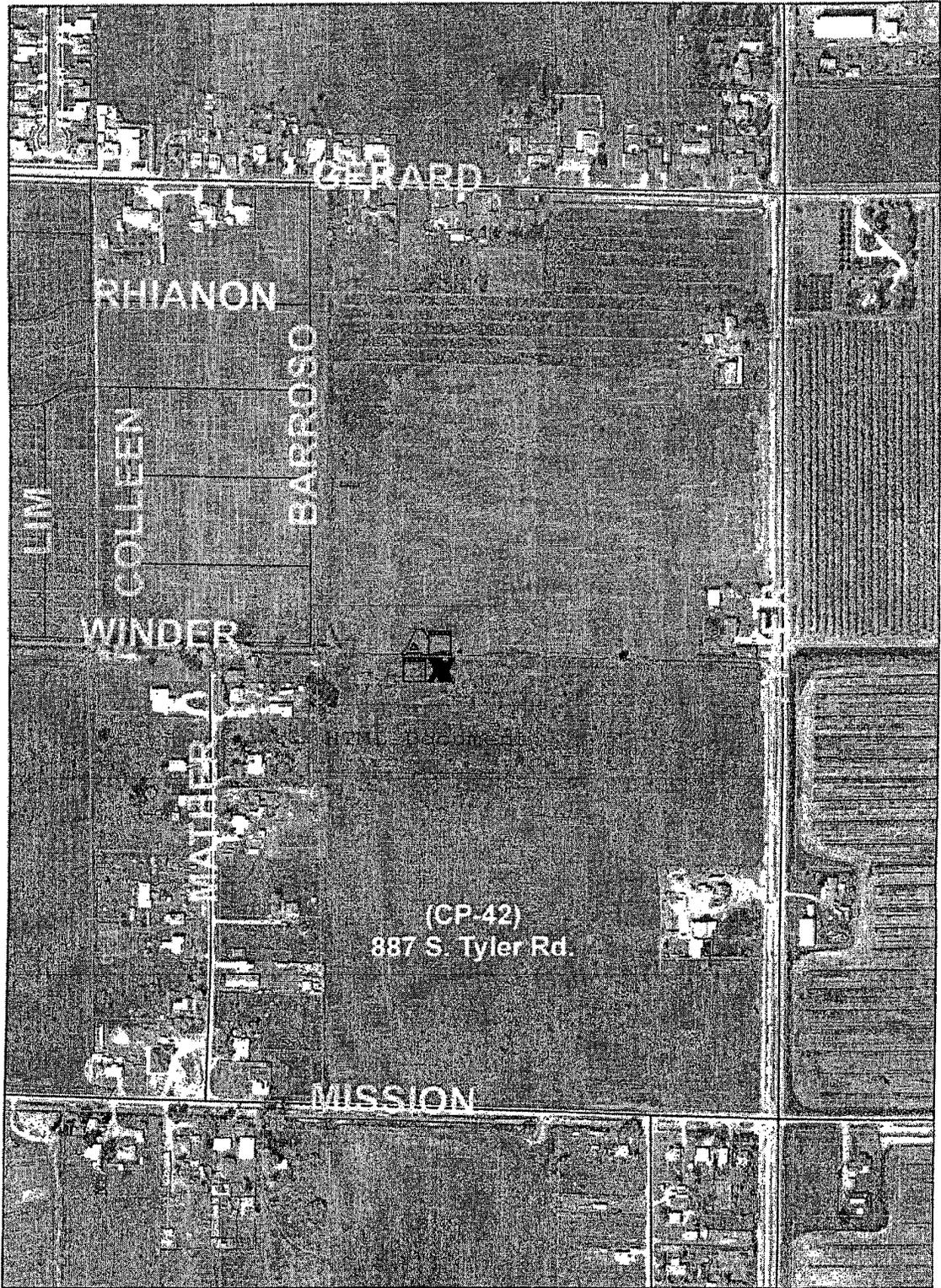
Lots 208 and 209 as shown on Map entitled "MAP OF MERCED COLONY", recorded in Book 4 of Official Maps, Pages(s) 24 Merced County Records.

EXCEPTING THEREFROM and undivided one-half interest is all oil, gas and /or mineral in and under said lands, which are expressly reserved, together with the right to enter on the above described lands and take all the usual, necessary or convenient means to bore wells, make excavation and remove all the oil, gas, and/or minerals herein reserved, and found thereon, as reserved by recorded Deed Recorded February 3, 1937 in Volume 526, Page 431, Merced County.

EXHIBIT "B"

MAP

City of Merced (CP-42)
887 South Tyler Rd.



JCM July 26, 2007



EXHIBIT B



ADMINISTRATIVE REPORT

Agenda Item: F.10.

Meeting Date: 2/16/2016

Report Prepared by: Kimberly Nutt, Planning Technician II; Planning Department

SUBJECT: Street Closure Request 16-02 for Velo Promo, LLC, for the 29th Annual Original Merced Criterium Bicycle Race

REPORT IN BRIEF

Consider a request for use of City streets.

RECOMMENDATION

City Council - Adopt a motion approving the street closures as requested below by Velo Promo, LLC, on Sunday, February 21, 2016, from 6:00 a.m. to 5:00 p.m., subject to the conditions listed in the body of this report.

Requested street closures: West Main Street between M and N Streets; West 18th Street between M and N Streets; West 19th Street between M and N Streets; West 20th Street between M and N Streets; West 21st Street between M and N Streets (including Courthouse Loop); the east side of N Street from the alley between West 16th and West Main Streets to West 21st Street (full closure north of West 20th Street); and M Street from West Main to West 21st Streets.

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) 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 Background

This race was first held in 1987 as part of a race series for the U.S. National Team, then based in the Fresno region, and has remained under the direction of the same race promoter, Velo Promo (Attachment 3).

Sunday's racing will be criterium-style, a popular type of road racing that consists of a series of multi-lap races around downtown streets, usually in loops of less than a mile in length. Separate races for different age and ability categories will be held throughout the day, rain or shine.

The Merced Criterium follows the day after Velo Promo's annual Snelling Road Race, a circuit road race event that uses Snelling's Henderson Park and rural Merced County roads near it (under separate permit with the County). These two races have established an important place in our area's economy, bringing vital tax dollars to the Merced area, as participants often patronize Merced's hotels and restaurants. They are popular and well-attended by professional and amateur racing cyclists in the Northern California/Nevada Racing Association and, being an early-spring race weekend, are used to kick off the ensuing race season.

Street Closure Details

The course for the day's racing activities is a clockwise loop of streets as follows: M Street (start/finish), West Main Street, N Street, behind the Merced County Courthouse Museum ("Courthouse Loop"), West 21st Street, and back to M Street.

Street sections within the race loop will be unavailable to through traffic on race day, except for emergency vehicles. The race sponsor will obtain separate approval from Merced County to use the areas through and in Courthouse Park that are County-owned property.

Initial set-up for the event will begin at approximately 6:00 a.m. on Sunday, February 21, 2016, with full street closure by 7:00 a.m. Racing will begin at 8:00 a.m. and end by approximately 3:30 p.m., with all streets reopening thereafter (by 5:00 p.m.).

The announcer/referee stand will be located on the west side of the intersection of W. 19th and N Streets, with the rider registration and first aid station located closely nearby. Portable restrooms will be provided by the promotor for the racers, and will likely be placed along the curb line on W. 19th Street, on the east side of M Street (this street will remain accessible to vehicles). Additionally, there will be a designated access point at the intersection of N and West Main Streets for emergency vehicle access, although the course can be accessed from other streets. The event sponsor will leave the west side of N Street in front of Hotel Tioga and through to W. 20th Street clear for emergency access and southbound vehicle traffic.

The applicant has indicated that there are no additional activities planned with this event, such as food, vendor, or game booths. If these are added, each vendor shall be properly licensed and permitted with the appropriate agencies, and special events insurance will be required of the applicant. The race itself is insured by USA Cycling, Inc., the governing body for sanctioned cycling events in the United States.

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, and 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 signed copy of this form shall also be given to Planning Department staff as soon as those businesses and residences are notified for confirmation.

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 the 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 the City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
2. Prior to engaging in the event, Event Sponsor shall provide the City with a Certificate of Liability Insurance evidencing coverage in an amount of no less than \$500,000 for property damage and \$500,000 for personal injury or a minimum combined single limit coverage of \$500,000. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this coverage, naming the City of Merced, its Officers, Employees, 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 4).
6. 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.
7. The Applicant shall arrange and pay for special event City Refuse service by contacting Public Works at (209) 385-6800.
8. Event sponsor shall provide emergency vehicle access into and through the interior of the course loop at all times via moveable or drive-over barricades at the specific intersection of W. Main and N Streets. All interior streets shall remain free of any structures or barricades that would prevent free passage of emergency vehicles around the course. Fire hydrant access shall not be blocked at any time whatsoever.
9. Event sponsor shall provide adequate supervision throughout the course and surrounding intersections to ensure the safety of the participants and the public gathered, as required by the Police Department.
10. The Permittee shall be responsible for ensuring any and all food booth and other vendors shall obtain business licenses with the City of Merced (if not currently licensed) and/or Merced County Department of Health permits (for food service) prior to the event. Addition of these activities shall require Special Events Insurance be obtained (see City of Merced Insurance Department).
11. No alcoholic beverages may be served or sold at this event.

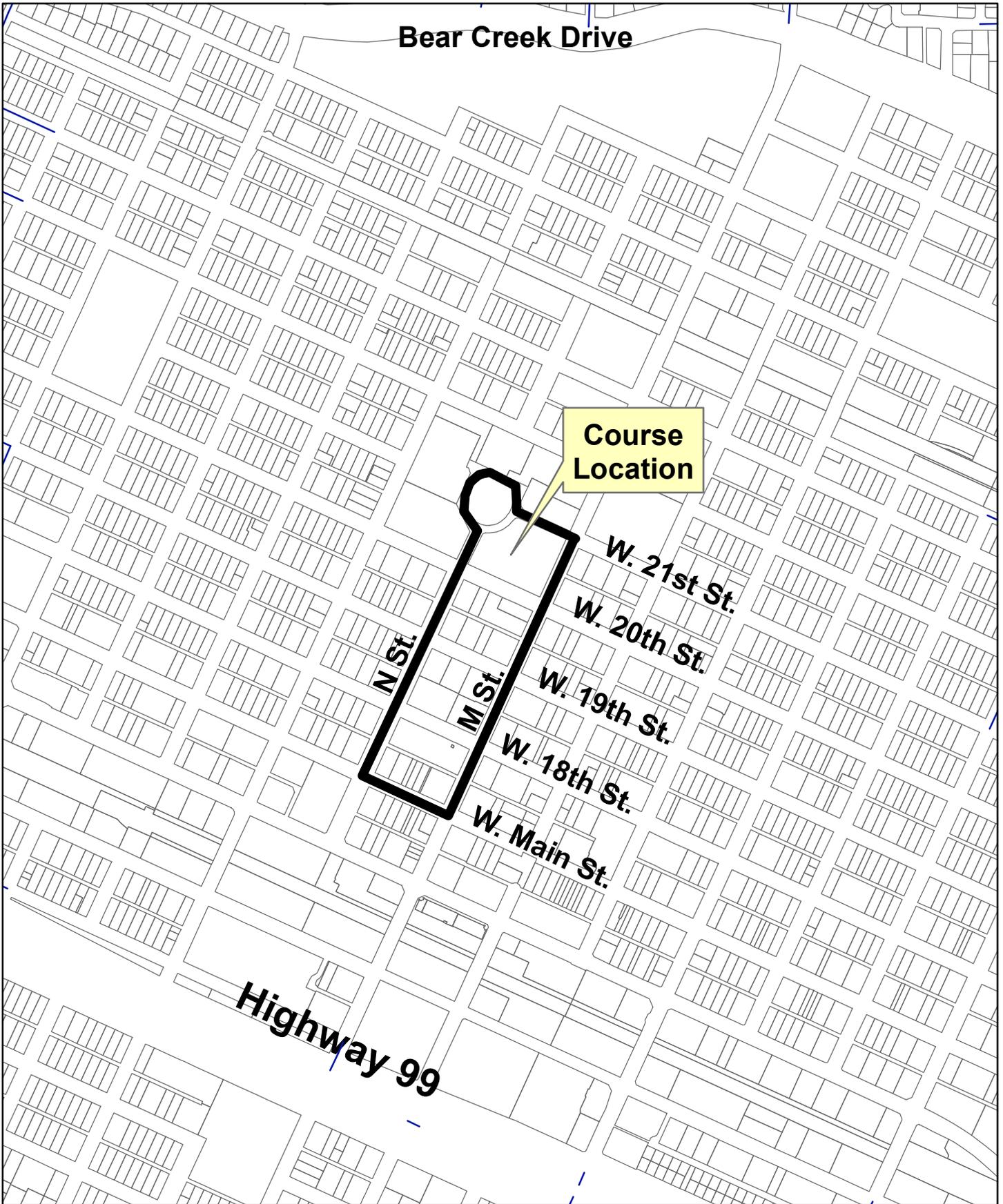
All other provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.

IMPACT ON CITY RESOURCES

For many years, this race has run safely and successfully without Police support, due to experienced volunteers and well-placed barricades and warning signs, and expects to be able to run the event similarly this year. No City staffing is necessary. Therefore, there is no expected impact to the City's budget with this event.

ATTACHMENTS

1. Location Map
2. Closure/Course Map
3. Basic Information
4. "Notification of Pending Street Closure" form



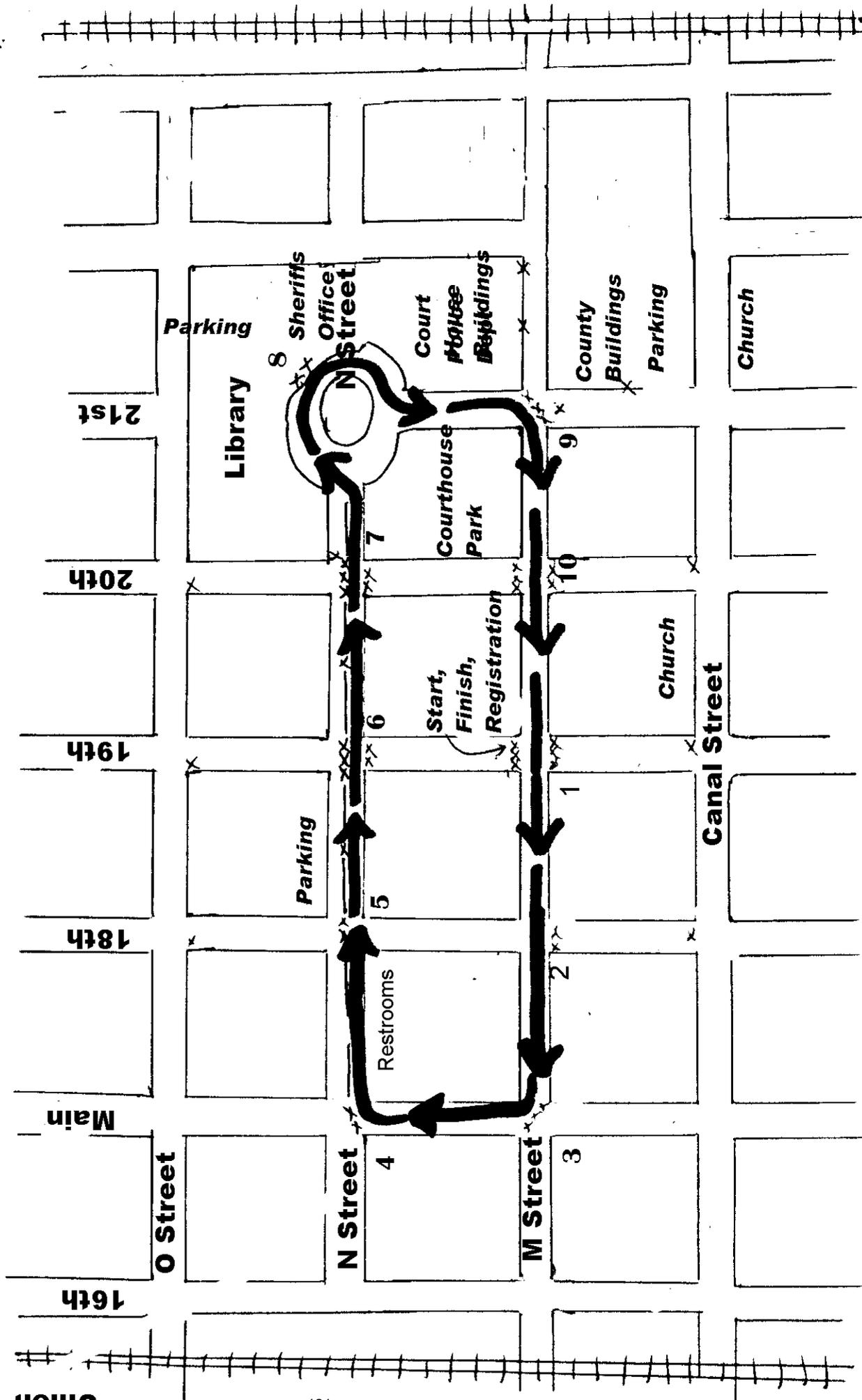
Disclaimer: This document was prepared for general inquiries only. The City of Merced makes no warranty, representation, or guarantee regarding the accuracy of this map. The City of Merced is not responsible for errors or omissions that might occur. Official information regarding specific parcels should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

Location Map
 Street Closure #16-02
 29th Annual Original Merced Criterium
 Sunday, February 21, 2016



Original Merced Criterium Course

1/20-77



Basic Information:

The 29th Original Merced Criterium, in Merced

Date: Sunday February 21, 2016

Times: Set Up: 6 a.m. to 8 a.m.
Street Closure: 7 a.m. to 3 p.m.
Events: 8 a.m. to 3:30 p.m.
Clean-Up: 3:30 pm to 5: 00 p.m.

Location: A 0.7 or 0.9 mile loop of Merced City streets in front of the old Courthouse

Course: The course has been a fast paced circuit in the City, starting and finishing on M Street, and utilizing M, Main, N, behind the Old Courthouse, and 21st Streets. There are several 90 degree turns and a chicane behind the old Courthouse. The Criterium has used the same course since 1987, with an additional block since 2009, (using M, Main and N, extending one block into downtown). This block of Main has few (if any) open businesses on Sunday morning/midday, and has worked well the in the past. (though it was rerouted in 2011 to avoid road construction)

Type of Event: The race is a "criterium", that is, a series of multi-lap races of varying lengths for various categories on a short closed loop. Riders sprint for prizes (Primes) on designated laps during the event, and for prizes at the finish. The total program will be seven hours in length.

Entrants: Riders will be licensed amateurs from USA Cycling and Professionals from the U.S. Professional Racing Organization. In the past, competitors have included members of the U.S. National Team and Olympic Team, foreign riders and U.S. National Champions. Seven separate categories of riders will have their own events, and some 300 riders can be expected to compete in 2016.

History: The Criterium began in 1987, as a part of the San Joaquin Series, a set of races designed for the U.S. National Team (then at training camp near Fresno) as tune-up events before heading east to the big Spring races each year, and has developed into one of the most popular race weekends in the State, along with the previous day's Snelling Road Race. Many riders have come through the Merced Criterium over the years.

Promoters: The race is being planned by Velo Promo, operating bicycle races as a company since 1979, and as individuals since 1972. Velo Promo has 32 race days on the 2016 Northern California/Nevada race schedule, and has conducted over 800 events in the past 30 years. Race Director for 2016 is again Robert Leibold, who has directed the Criterium since 1987.

Contact:

Velo Promo, 19780 Soulsbyville Road, Soulsbyville, CA 95372
(209) 533-4996 fax (209) 533-8234
velopro1@sonnet.com
www.velopromo.com

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: _____



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item: G.1.

Meeting Date: 2/16/2016

SUBJECT: Discussion on City Manager Evaluation Form

REPORT IN BRIEF

This item is in response to Council Member Belluomini's request to discuss changes to the City Manager Evaluation Form.

ATTACHMENTS

1. City of Merced Current City Manager Evaluation Form
2. Council Member Belluomini's Proposed Changes to City Manager Evaluation Form
3. City of Tracy City Manager Evaluation Form
4. City of Ojai City Manager Evaluation Form
5. ICMA City Manager Evaluation Form Template

**SUMMARY REPORT
CITY OF MERCED
CITY MANAGER PERFORMANCE EVALUATION**

Date: _____

POINT ASSIGNMENTS & CONSENSUS/MAJORITY EVALUATION

NOTE: To be completed by Mayor. This summary will not reflect the identity of any Councilmember. Comments are aggregated and attached.

PART I

Instructions: Transfer the point value (i.e., 1-7) for each performance expectation question from each Councilmembers evaluation to the corresponding question on this summary report. To complete the calculations for the Consensus/Majority, total the points for each question and divide by the number of numerical responses, excluding zeros and blanks (i.e., if points are given for four questions and one question was left blank divide by four). Then add all the Consensus/Majority Evaluation points in the last column to obtain an overall total score (the maximum score possible is 308; the minimum is 44). Divide the total score by 44 to obtain an overall rating on a scale of 1-7.

I. RELATIONS WITH THE CITY COUNCIL	COUNCILMEMBER							TOTAL POINTS (Add #1 - #7)	CONSENSUS/ MAJORITY EVALUATION
	#1	#2	#3	#4	#5	#6	#7		
A. Does the City Manager maintain effective and open lines of communication with the Council as a body and with individual members?									
B. Is the Council kept apprised of all ongoing and current situations involving City business?									
C. Does the City Manager exercise sound judgment when advising the Council?									
II. PLANNING									
A. Does the City Manager anticipate needs and recognize potential problems?									
B. Does the City Manager propose effective solutions and provide alternatives to identified problems?									
C. In making decisions, does the City Manager obtain the facts and consider the long-term implications?									
D. Does the City Manager provide Council with all information necessary to make decisions?									
III. ORGANIZATION SKILLS									
A. Does the City Manager exhibit the ability to arrange work and efficiently apply resources?									
B. Does the City Manager make decisions when sufficient information is available and implement action when conditions are ripe for success?									
C. Does the City Manager exhibit the ability to reach for effective and, when necessary, creative solutions?									
D. Does the City Manager obtain the best possible end result for the money spent?									
E. Do the departments run smoothly, and is there adequate internal communication among staff and between staff and the City Manager?									

CITY MANAGER EVALUATION - SUMMARY REPORT									
IV. BUDGET/FINANCE									
	COUNCILMEMBER							TOTAL POINTS (Add #1 - #7)	CONSENSUS/ MAJORITY
	#1	#2	#3	#4	#5	#6	#7		
A. Does the City Manager adequately and accurately report and project the financial condition of the City in a timely manner?									
B. Are management practices and policies designed to maintain a sound long-range financial position?									
C. Are plans for the long-term replacement and maintenance of equipment updated regularly?									
D. Does the City Manager implement effective programs to limit liability and loss?									
E. Are there short and long-term goals for asset management?									
F. Does the City Manager suggest and pursue creative solutions to financial issues?									
V. COMMUNITY RELATIONS									
A. Is the City Manager approachable, available and visible to the public?									
B. Does the City Manager take the public's concerns and problems seriously and recognize their right and need to be well informed?									
C. Does the City Manager communicate openly, clearly and honestly with the public?									
D. Does the City Manager project an image of the City to the community that represents service, integrity, sensitivity to public needs and professionalism?									
E. Does the City Manager foster positive relationships with community organizations as a means of enhancing communication and involvement?									
VI. PERSONNEL RELATIONS									
A. Does the City Manager build and motivate a team?									
B. Does the City Manager earn the cooperation and respect of subordinates?									
C. Does the City Manager encourage employees to update their skills and training?									

CITY MANAGER EVALUATION -SUMMARY REPORT

VI. PERSONNEL RELATIONS (cont.)	COUNCILMEMBER							TOTAL POINTS (Add #1 - #7)	CONSENSUS/ MAJORITY EVALUATION
	#1	#2	#3	#4	#5	#6	#7		
D. Does the City Manager promote team work and cooperation among the Managers?									
E. How do you rate the City Manager's overall management style in dealing with employees?									
F. Does the City Manager recognize the value of excellence in employees and use all reasonable efforts to ensure that the best available individuals are recruited, hired and continue to work for the City?									
G. Does the City Manager ensure annual evaluations for all employees?									
VII. MANAGEMENT SKILLS									
A. Does the City Manager have the ability to resolve the conflicts inherent in a public agency?									
B. Is the City Manager a good negotiator?									
C. Does the City Manager listen to and understand the positions and circumstances of others and communicate that understanding?									
D. Does the City Manager handle stress well?									
E. Does the City Manager exhibit resilience; i.e. maintains motivation and energy in spite of constant demands?									
F. Does the City Manager follow through in a timely manner on commitments and requests?									
G. Is the City Manager proactive in recognizing issues and initiating action?									
H. Does the City Manager handle people well in difficult situations?									
VIII. LEADERSHIP									
A. Does the City Manager inspire a shared vision and enlist staff and Council support?									
B. Does the City Manager seek opportunities to improve the organization and pursue them?									
C. Does the City Manager enable others to act by creating an atmosphere of trust and collaboration?									
D. Does the City Manager create standards of excellence and model the behavior?									

CITY MANAGER EVALUATION - SUMMARY REPORT									
VIII. LEADERSHIP (cont.)	COUNCILMEMBER							TOTAL POINTS (Add #1 - #7)	CONSENSUS/ MAJORITY EVALUATION
	#1	#2	#3	#4	#5	#6	#7		
E. Does the City Manager conform to the high ethical standards of the profession?									
F. Has the City Manager met the goals established by the City Council during this evaluation period?									
OVERALL TOTAL SCORE (Total the numbers in last column and divide by 44 to obtain Consensus/Majority Evaluation Ranking):									
<p>PART I (cont.)</p> <p>List on a separate sheet all comments corresponding to categories I through VIII of the Evaluation (i.e. Relations with the City Council; Planning; Organization Skills; Budget/Finance; Community Relations, Personnel Relations; Management Skills; Leadership).</p> <p>PART II</p> <p>List on a separate sheet all comments corresponding to Part II of the evaluation (City Council observations).</p> <p>PART III</p> <p>List on a separate sheet, grouped by order of priorities, all goals corresponding to Part III of the Evaluation.</p>									
<p>Final Summary Report Dated:</p> <p>_____</p> <p>Signed: _____</p> <p>Mayor</p> <p>Receipt Acknowledged:</p> <p>_____</p> <p>City Manager</p>									

**CITY OF MERCED
ANNUAL PERFORMANCE EVALUATION
CITY MANAGER**

Page 1 of 4

Evaluation Period: _____ through _____

Performed by Councilmember: _____

PART I

CHECK the box that most closely describes how you rate the City Manager for each performance expectation question below. The point value of each rating is in brackets ranging from 7 to 1.

Exceeded Expectations
Met Expectations
Marginally Met Expectations
Did Not Meet Expectations**
**(Explanation Required Under Comments)

[7] [5] [3] [1]

I. RELATIONS WITH THE CITY COUNCIL					COMMENTS
A. Does the City Manager maintain effective and open lines of communication with the Council as a body and with individual members?					
B. Is the Council kept apprised of all ongoing and current situations involving City business?					
C. Does the City Manager exercise sound judgment when advising the Council?					
NEW D. Does the City Manager take direction from Council and follow that direction?					NEW
II. PLANNING					COMMENTS
A. Does the City Manager anticipate needs and recognize potential problems?					
B. Does the City Manager propose effective solutions and provide alternatives to identified problems?					
C. In making decisions, does the City Manager obtain the facts and consider the long-term implications?					
D. Does the City Manager provide Council with all information necessary to make decisions?					
III. ORGANIZATION SKILLS					COMMENTS
A. Does the City Manager exhibit the ability to arrange work and efficiently apply resources?					
B. Does the City Manager make decisions when sufficient information is available and implement action when conditions are ripe for success?					
C. Does the City Manager exhibit the ability to reach for effective and, when necessary, creative solutions?					
D. Does the City Manager obtain the best possible end result for the money spent?					
E. Do the departments run smoothly, and is there adequate internal communication among staff and between staff and the City Manager?					← HOW MUCH OF THIS CAN COUNCIL KNOW?
NEW F. Does the City Manager function well as the City Clerk?					NEW

					Exceeded Expectations
					Met Expectations
					Marginally Met Expectations
					Did Not Meet Expectations**
[7]	[5]	[3]	[1]		** (Explanation Required Under Comments)

IV. BUDGET/FINANCE

A. Does the City Manager adequately and accurately report and project the financial condition of the City in a timely manner?				
B. Are management practices and policies designed to maintain a sound long-range financial position?				
C. Are plans for the long-term replacement and maintenance of equipment updated regularly?				
D. Does the City Manager implement effective programs to limit liability and loss?				
E. Are there short and long-term goals for asset management?				
F. Does the City Manager suggest and pursue creative solutions to financial issues?				

COMMENTS

← HOW DOES COUNCIL KNOW THIS?

V. COMMUNITY RELATIONS

A. Is the City Manager approachable, available and visible to the public?				
B. Does the City Manager take the public's concerns and problems seriously and recognize their right and need to be well informed?				
C. Does the City Manager communicate openly, clearly and honestly with the public?				
D. Does the City Manager project an image of the City to the community that represents service, integrity, sensitivity to public needs and professionalism?				
E. Does the City Manager foster positive relationships with community organizations as a means of enhancing communication and involvement?				

COMMENTS

VI. PERSONNEL RELATIONS

A. Does the City Manager build and motivate a team?				
B. Does the City Manager earn the cooperation and respect of subordinates?				
C. Does the City Manager encourage employees to update their skills and training?				

COMMENTS

← REDUNDANT WITH 'D'?

					Exceeded Expectations
					Met Expectations
					Marginally Met Expectations
					Did Not Meet Expectations**
[7]	[5]	[3]	[1]		** (Explanation Required Under Comments)

VI. PERSONNEL RELATIONS (continued) **COMMENTS**

D. Does the City Manager promote team work and cooperation among the Managers?					← REDUNDANT WITH 'A'?
E. How do you rate the City Manager's overall management style in dealing with employees?					
F. Does the City Manager recognize the value of excellence in employees and use all reasonable efforts to ensure that the best available individuals are recruited, hired and continue to work for the City?					
G. Does the City Manager ensure annual evaluations for all employees?					

← HOW DOES CITY COUNCIL KNOW THIS?

VII. MANAGEMENT SKILLS **COMMENTS**

A. Does the City Manager have the ability to resolve the conflicts inherent in a public agency?					← UNCLEAR QUESTION, WHAT DOES THIS MEAN IN PRACTICAL TERMS? ← HOW DOES CITY COUNCIL KNOW THIS? ← REDUNDANT?
B. Is the City Manager a good negotiator?					
C. Does the City Manager listen to and understand the positions and circumstances of others and communicate that understanding?					
D. Does the City Manager handle stress well?					
E. Does the City Manager exhibit resilience; i.e maintains motivation and energy in spite of constant demands?					
F. Does the City Manager follow through in a timely manner on commitments and requests?					
G. Is the City Manager proactive in recognizing issues and initiating action?					
H. Does the City Manager handle people well in difficult situations?					

VIII. LEADERSHIP **COMMENTS**

A. Does the City Manager inspire a shared vision and enlist staff and Council support?					← HOW DOES CITY COUNCIL KNOW THIS? ← HOW DOES CITY COUNCIL KNOW THIS?
B. Does the City Manager seek opportunities to improve the organization and pursue them?					
C. Does the City Manager enable others to act by creating an atmosphere of trust and collaboration?					
D. Does the City Manager create standards of excellence and model the behavior?					

				Exceeded Expectations
				Met Expectations
				Marginally Met Expectations
				Did Not Meet Expectations**
[7]	[5]	[3]	[1]	** (Explanation Required Under Comments)

VIII. LEADERSHIP (continued)

COMMENTS

E. Does the City Manager conform to the high ethical standards of the profession?				
F. Has the City Manager met the goals established by the City Council during this evaluation period?				

← SHOULD THIS PERFORMANCE MEASURE RECEIVE MORE IMPORTANCE/MORE POINTS THAN OTHER MEASURES?

PART II

CITY COUNCIL OBSERVATIONS (optional)

PART III

CITY COUNCIL GOALS

List in order of priority, your top long or short range goals for the City Manager to accomplish during the next evaluation period:

Final Summary Report Dated:

Signed:

Mayor

Receipt Acknowledged

City Manager

City Manager Evaluation

City of Tracy

Please rate the city manager using the following scale:

<u>Rating</u>	<u>Description</u>
1	Unacceptable - Unsatisfactory performance
2	Conditional - Requires Improvement
3	Satisfactory - Meets Council expectations
4	Exceptional - Generally exceeds Councils expectations
5	Outstanding - Substantially exceeds Councils expectations

Please return your evaluation form to the Mayor as soon as possible.

SPECIFIC EXPERTISE:

City Council Relations		
Does the City Manager support the City Council? Does he serve as a resource to Council, treating all equally and facilitating informed decisions? Does he make sure there is adequate information available prior to meetings? Is he willing to meet with council members to deal with individual problems and issues?	Rating	Comments:

Community Relations		
Does the City Manager foster and maintain cooperative working partnerships and communications within the community and the media? Has he gained respect by being visible and actively involved in the community? Does he work well with citizens and properly handle their complaints?	Rating	Comments:

Leadership		
Is the City Manager visible and approachable at all levels within the organization? Does he take a collaborative approach, and work to gain consensus while remaining apolitical? Is he a strategic thinker and visionary who is able to articulate the vision and foster creativity?	Rating	Comments:

Supervision		
Does the City Manager maintain a standard of respect for department head's ability and encourage their initiative? Does he value the contributions of all Department Heads? Does he challenge them to perform at their highest level?	Rating	Comments:

City Manager Evaluation (cont'd)

SPECIFIC AREAS OF EXPERIENCE:

Economic Development		
Does the city manager work well with business interests while protecting the City's interests? Does he work to provide a healthy setting for existing businesses while actively facilitating the establishment of new businesses? Does he encourage innovative and creative solutions to increase the city's tax base through economic development?	Rating	Comments:
Financial Management / Budget		
Does the City Manager ensure the budget is prepared and executed in the manner approved by the City Council? Does he ensure prudent fiscal management practices? Does he develop fiscal goals and objectives that are consistent with Council policy and direction?	Rating	Comments:
Technological Innovation and Efficiencies		
Does the City Manager encourage the use of technology to meet the City's service delivery strategies? Does he ensure systems are in place to streamline service and enhance efficiencies?	Rating	Comments:
		1

Additional Comments:

Name of Rater: _____

Date: _____

City of Ojai

CITY MANAGER PERFORMANCE EVALUATION

City Manager:

Date

Evaluation Period From:

To:

Submitted by:

The following pages define significant areas of responsibility for the City Manager position. In each section, examples of performance and responsibility are articulated to better explain each subject heading. Please rate the Manager's performance based on the following categories:

Rating	Performance	Definition
6	Outstanding Far exceeds all expectations	Generally applies to the top 1% of <u>all</u> employees in the workplace. This person's overall skills and abilities far exceed all expectations of the position. Demonstrated strong expertise within key areas of responsibilities. Consistently outstanding results beyond scope of the performance plan over entire period. Anticipates management's needs and executes plans flawlessly
5	Excellent Exceeds all expectations	Generally applies to the top 5-10% of <u>all</u> employees in the workplace. This person's overall skills and abilities greatly exceed the expectations of the position. Demonstrated strong expertise within key areas of responsibilities. Occasionally receives outstanding results beyond scope of the performance plan in some key areas of responsibility over entire performance period.
4	Very Good Meets all expectations	Generally applies to the next 20-25% of employees. Occasionally exceeds performance expectations of the position. Performed the most difficult parts of the job competently and thoroughly. Contributed significant results on their own initiative. Worked with a high level of independence, initiative and concern for the quality of the work or service produced by the organization
3	Good Meets all expectations	Generally applies to 40-50% of employees. Met <u>all</u> expectations of the position, and is competent in the performance of responsibilities.
2	Fair Meets most expectations	Generally applies to 20% of employees. Often failed to meet performance expectations of the position. Performance was generally adequate, but is deficient in one or more key areas, and will require additional training or assistance to fully achieve expectations.
1	Poor Fails to meet most expectations	Generally applies to the bottom 4% of employees. Performance was well below expectations in most areas of responsibility. Serious performance deficiencies that inhibit adequate performance in the position. Employee should be evaluated for continuation of current position, demotion or termination of employment.
0	Unsatisfactory Fails to meet all expectations	Generally applies to the bottom 1% of employees. Performance was well below expectations in all areas of responsibility. Serious performance deficiencies that prohibit adequate performance in the position. Employee should be evaluated for continuation of current position, demotion or termination of employment.

Attachment A

Page 2 of 5

I. **MANAGEMENT OF THE ORGANIZATION:** Effectively runs the operations of the organization. Creates a collaborative, team building, environment for staff. Recognizes the accomplishments of staff and other agencies working on behalf of the City. Supports professional growth and opportunity within the organization. Accepts full accountability for staff and the outcome of City projects or decisions. Identifies organizational problems and takes remedial action.

- | | | | | | |
|--------------------------|---------------------------|--------------------------|----------------------|--------------------------|----------------------|
| <input type="checkbox"/> | 6 – Outstanding | <input type="checkbox"/> | 5 – Excellent | <input type="checkbox"/> | 4 - Very Good |
| <input type="checkbox"/> | 3 – Good | <input type="checkbox"/> | 2 – Fair | <input type="checkbox"/> | 1 - Poor |
| <input type="checkbox"/> | 0 - Unsatisfactory | | | | |

Comments:

II. **EXECUTION OF POLICY:** Understands and complies with policies and procedures governing the City. Implements City policy, fairly and consistently, based upon Council decisions, goals, and applicable laws and regulations. Works toward accomplishing identified Council goals. Presents matters in a factual, analytical way. Coordinates Council policy decisions to staff, departments, other organizations and the community.

- | | | | | | |
|--------------------------|---------------------------|--------------------------|----------------------|--------------------------|----------------------|
| <input type="checkbox"/> | 6 – Outstanding | <input type="checkbox"/> | 5 – Excellent | <input type="checkbox"/> | 4 - Very Good |
| <input type="checkbox"/> | 3 – Good | <input type="checkbox"/> | 2 – Fair | <input type="checkbox"/> | 1 - Poor |
| <input type="checkbox"/> | 0 - Unsatisfactory | | | | |

Comments:

III. **FINANCIAL MANAGEMENT:** Properly prepares and manages the budget. Demonstrates ingenuity and creativity in approaching budgetary matters, including long-range revenues and expenditures for the organization.

- | | | | | | |
|--------------------------|---------------------------|--------------------------|----------------------|--------------------------|----------------------|
| <input type="checkbox"/> | 6 – Outstanding | <input type="checkbox"/> | 5 – Excellent | <input type="checkbox"/> | 4 - Very Good |
| <input type="checkbox"/> | 3 – Good | <input type="checkbox"/> | 2 – Fair | <input type="checkbox"/> | 1 - Poor |
| <input type="checkbox"/> | 0 - Unsatisfactory | | | | |

Comments:

IV. **RELATIONS WITH THE COUNCIL:** Provides regular updates to the Council, keeping them informed about current and critical issues. Makes an effort to be accessible to Council Members. Handles issues that are brought by the Council in a consistent and timely manner. Maintains an honest, truthful and professional relationship with each Councilmember. Keeps a positive attitude and approach to new ideas, issues and complaints raised by Council Members.

- | | | | | | |
|--------------------------|---------------------------|--------------------------|----------------------|--------------------------|----------------------|
| <input type="checkbox"/> | 6 – Outstanding | <input type="checkbox"/> | 5 – Excellent | <input type="checkbox"/> | 4 - Very Good |
| <input type="checkbox"/> | 3 – Good | <input type="checkbox"/> | 2 – Fair | <input type="checkbox"/> | 1 - Poor |
| <input type="checkbox"/> | 0 - Unsatisfactory | | | | |

Comments:

V. **COMMUNITY RELATIONS:** Makes an effort to understand general community issues and concerns. Remains involved and active in the community. Represents the City well and in a professional and positive manner. Works proactively with the media and press. Works effectively with community organizations including the Chamber of Commerce, County of Ventura, School District and other agencies. Educates the community on City goals and services.

- | | | | | | |
|--------------------------|---------------------------|--------------------------|----------------------|--------------------------|----------------------|
| <input type="checkbox"/> | 6 – Outstanding | <input type="checkbox"/> | 5 – Excellent | <input type="checkbox"/> | 4 - Very Good |
| <input type="checkbox"/> | 3 – Good | <input type="checkbox"/> | 2 – Fair | <input type="checkbox"/> | 1 - Poor |
| <input type="checkbox"/> | 0 - Unsatisfactory | | | | |

Comments:

VI. **COMMUNICATIONS:** Insures that Council Members receive important information in a timely and effective manner. Presents the Council and community with clear and accurate written reports and correspondence. Responds to correspondence, requests, and complaints, quickly and appropriately. Facilitates open two-way communication and encourages mutual honesty and respect with the community, Council and staff.

- | | | | | | |
|--------------------------|---------------------------|--------------------------|----------------------|--------------------------|----------------------|
| <input type="checkbox"/> | 6 – Outstanding | <input type="checkbox"/> | 5 – Excellent | <input type="checkbox"/> | 4 - Very Good |
| <input type="checkbox"/> | 3 – Good | <input type="checkbox"/> | 2 – Fair | <input type="checkbox"/> | 1 - Poor |
| <input type="checkbox"/> | 0 - Unsatisfactory | | | | |

Comments:

VII. **LEADERSHIP:** Provides the Council and the organization with real solutions and creative alternatives to issues and problems. Anticipates and responds to issues. Assures that council decisions are thought out, objective, consistent with past practices and are legal and ethical. Makes use of sound administrative practices. Leads the organization through effective management of people and tasks.

- | | | | | | |
|--------------------------|---------------------------|--------------------------|----------------------|--------------------------|----------------------|
| <input type="checkbox"/> | 6 – Outstanding | <input type="checkbox"/> | 5 – Excellent | <input type="checkbox"/> | 4 - Very Good |
| <input type="checkbox"/> | 3 – Good | <input type="checkbox"/> | 2 – Fair | <input type="checkbox"/> | 1 - Poor |
| <input type="checkbox"/> | 0 - Unsatisfactory | | | | |

Comments:

VIII. **PROFESSIONALISM:** Deals effectively and appropriately with the public and other organizations. Devotes time and energy to the job. Demonstrates high ethical standards in the organization. Works to keep “politics” and personal perspectives out of the decision making process. Stays active in professional organizations and regional issues.

- | | | | | | |
|--------------------------|---------------------------|--------------------------|----------------------|--------------------------|----------------------|
| <input type="checkbox"/> | 6 – Outstanding | <input type="checkbox"/> | 5 – Excellent | <input type="checkbox"/> | 4 - Very Good |
| <input type="checkbox"/> | 3 – Good | <input type="checkbox"/> | 2 – Fair | <input type="checkbox"/> | 1 - Poor |
| <input type="checkbox"/> | 0 - Unsatisfactory | | | | |

Comments:

ACHIEVEMENTS: Identify a few of the top achievements or strong points you observed in the City Manager over the past year.

Comments:

OBJECTIVES: List two-to-three performance objectives which you feel are important for the City Manager to work on for the coming year.

Comments:

City Manager Evaluation

Please rate the city manager using the following scale:

<u>Rating</u>	<u>Description</u>
1	Unacceptable - Unsatisfactory performance
2	Conditional - Requires Improvement
3	Satisfactory - Meets Council expectations
4	Exceptional - Generally exceeds Councils expectations
5	Outstanding - Substantially exceeds Councils expectations

Please return your evaluation form to the Mayor as soon as possible.

Supervision		
Does the City Manager maintain a standard of respect for department head's ability and encourage their initiative? Does he challenge them to perform at their highest level?	Rating	Comments:

Leadership		
Does the city manager inspire others to succeed? Does he actively promote efficiency in operations? Does he demonstrate a high regard for personal ethics?	Rating	Comments:

Execution of Policy		
Does he understand the laws and ordinances of the city and cause them to be fairly enforced?	Rating	Comments:

Community Relations		
Does the city manager work well with citizens and properly handle their complaints?	Rating	Comments:

Administrative Duties		
Does the city manager properly handle his administrative duties?	Rating	Comments:

Economic Development		
Does the city manager work well with developers while protecting the city's interest? Does he work to increase the city's tax base through economic development?	Rating	Comments:

Intergovernmental Relations		
Does the city manager cooperate cordially with neighboring communities and citizens while looking after the interests of Bonner Springs?	Rating	Comments:

City Council Relations		
Does the city manager work well with the city council in making sure there is adequate information available prior to meetings? Is he willing to meet with council members to deal with individual problems and issues?	Rating	Comments:

Planning		
Does the city manager involve himself in the planning process to the correct degree? Does he review the process and look for better ways to handle development activities?	Rating	Comments:

Financial Management / Budget		
Does the city manager ensure the budget is prepared and executed in the manner approved by the city council? Does he ensure the city's monies are managed properly?	Rating	Comments:

Additional Comments:

Name of Rater: _____

Date: _____