



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, January 3, 2017

7:00 PM

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

Study Session at 6:00 PM/Regular Meeting at 7:00 PM

NOTICE TO PUBLIC

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

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

PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK

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

INDIVIDUALS WITH DISABILITIES

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

A. STUDY SESSION ROLL CALL

B. STUDY SESSION

B.1. [16-593](#) SUBJECT: New Council Member Training

REPORT IN BRIEF

Training will include an overview of the Brown Act, Public Records Act and Conflicts of Interest.

RECOMMENDATION

Information - Only

C. CALL TO ORDER

C.1. Invocation - Steve Moldenhauer, Valley Baptist Church

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

D.1. In accordance with Government Code 54952.3, it is hereby announced that the City Council sits either simultaneously or serially as the Parking Authority, and 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. CEREMONIAL MATTERS

E.1. [17-016](#) **SUBJECT:** Oath of Office - Assistant City Manager, Stephanie Dietz

REPORT IN BRIEF

The City Clerk's office will swear in the Assistant City Manager, Stephanie Dietz.

E.2. [17-018](#) **SUBJECT:** Proclamation - Human Trafficking Awareness Month

REPORT IN BRIEF

Received by representatives from Valley Crisis Center.

F. WRITTEN PETITIONS AND COMMUNICATIONS

G. 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, reduce the time to 3 minutes if there are more than 3 speakers, in order to accommodate as many speakers as possible. Members of the public who wish to speak on a matter that is listed on the agenda will be called upon to speak during discussion of that item.

H. 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.

H.1. [16-599](#) **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.

H.2. [16-597](#) **SUBJECT: Information Only-Bicycle Advisory Commission Minutes of October 25, 2016**

RECOMMENDATION

For information only.

H.3. [17-012](#) **SUBJECT: Information-Only Contracts**

REPORT IN BRIEF

Notification of awarded Non-Public Works contracts under \$29,000 and of Public Works contracts under \$65,204.

AUTHORITY

Pursuant to the authority delegated to the City Manager on behalf of the City by Article XI, Section 1109, of the Merced City Charter to execute Public Works contracts under the adjusted FY 2016-2017 threshold of \$65,204.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2016-2017 threshold of \$29,000.00, the contracts listed on the attached table were entered into by the City.

H.4. [16-580](#) **SUBJECT: Feet Changing Lives, Inc. Request Co-Sponsored Rate for Use of the Senior Community Center**

REPORT IN BRIEF

Consider the Recreation and Parks Commission's recommendation to approve a request for the co-sponsored rate for use of the Senior Community Center by the Feet Changing Lives, Inc. on February 11, 2017.

RECOMMENDATION

City Council - Adopt a motion approving the Recreation and Park Commission's recommendation to grant use of the Senior Community Center to Feet Changing Lives, Inc. at the co-sponsored rate.

H.5. [16-538](#)

SUBJECT: Supplemental Budget Appropriation - Maintenance District Street Tree Replacement

REPORT IN BRIEF

Consider authorizing a supplemental budget appropriation for the replacement of dead trees in various Maintenance Districts

RECOMMENDATION

City Council - Adopt a motion authorizing supplemental budget appropriations in the amount of \$11,454, to cover the costs for the replacement of street trees in identified Maintenance Districts (see attachment).

H.6. [16-559](#)

SUBJECT: Purchase of a Caterpillar Backhoe, John Deere Tractor and a Tiger Extended Boom Mower Utilizing Government Procurement Programs and Waiving the Competitive Bidding Requirement

REPORT IN BRIEF

Fleet Services is requesting approval from the City Council to purchase a new Caterpillar Backhoe from the National Joint Powers Alliance Government Procurement Program (NJPA) and a John Deere Tractor and an Extended Boom Mower from the Houston-Galveston Area Council (HGACBuy) Cooperative Purchasing Program.

RECOMMENDATION

City Council - Adopt a motion:

A. Authorizing the purchase of One Caterpillar model 430F2 Backhoe from the NJPA for \$136,965.60 and One Tiger, Extended Boom Mower and One John Deere model 6145M Tractor combination unit for a combined total of \$215,784.00 from the HGACBuy Program; and,

B. Waiving the City's bidding requirement, allowing a direct purchase from the NJPA and HGAC Buy Programs for the requested equipment; and,

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

H.7. [16-545](#)

SUBJECT: Release of Lien and Agreement for Alternate Security for Deferred Work on Sandpiper Avenue

REPORT IN BRIEF

This is a request to release a lien on the property located at the southeast corner of Mercy Avenue and Mansionette Drive and enter into an agreement to accept \$168,000 in a cash deposit as security for deferred work on Sandpiper Avenue.

RECOMMENDATION

City Council - Adopt a motion approving the agreement and instructions for release of security lien and establishment and maintenance of alternate security and authorizing the City Manager to execute the necessary documents.

H.8. [16-587](#)

SUBJECT: Annual Martin Luther King Jr. Community March and Celebration

REPORT IN BRIEF

Authorizes the use of City streets for the Annual Martin Luther King March and Celebration.

RECOMMENDATION

City Council - Adopt a motion approving the request by Tamara Cobb and The Martin Luther King Jr. Celebration Committee to close Martin Luther King Jr. Way from West 24th Street to West 8th Street on Monday, January 16, 2017; in order to hold a march and parade as part of a community celebration.

H.9. [16-602](#)

SUBJECT: Supplemental General Fund Appropriation of \$35,000 to Purchase Secured Fencing Around Fire Station 53.

REPORT IN BRIEF

Authorizing a Supplemental Appropriation from the General Fund unreserved fund balance in the amount of \$35,000 for a secured fence around Fire Station 53.

RECOMMENDATION

City Council - Adopt a motion authorizing a supplemental appropriation from the General Fund unreserved fund balance in the amount of \$35,000 in account 001-0901-627.65-00 to build a fence around Fire

Station 53 to provide necessary station security.

I. REPORTS

I.1. [16-586](#)

SUBJECT: Adoption of a Resolution for an Exemption to CalPERS
180-Day Wait Period Pursuant to Government Code Sections
7522.56 and 21224

REPORT IN BRIEF

Adoption of a resolution approving the hiring of RuthAnne Harbison as an extra-help retired annuitant to perform the duties of the GIS Coordinator under Government Code sections 7522.56 and 21224, effective January 9, 2016.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2017-01**, a Resolution of the City Council of the City of Merced, for exemption to the CALPERS 180-day wait period pursuant to Government Code sections 7522.56 and 21224.

I.2. [17-001](#)

SUBJECT: City Council Appointment to Splash Park Naming
Selection Committee

REPORT IN BRIEF

Appoint two City Council members to the committee designated to review written requests for the naming of City parks and facilities.

RECOMMENDATION

City Council- Adopt a motion selecting two Council members to serve with the Recreation and Parks Commission on the Splash Park Naming Selection Committee to consider naming the splash park in Stephen Leonard Park after Marci Stenberg.

J. BUSINESS

J.1. [16-452](#)

SUBJECT: Council Member Belluomini's Request to Discuss Land
Annexation

REPORT IN BRIEF

This item is in response to Council Member Belluomini's request to discuss land annexation near Highway 99.

RECOMMENDATION

It is requested Council give staff direction on this item.

J.2. [16-480](#) **SUBJECT:** City Council Committee Appointments

REPORT IN BRIEF

Confirming City Council Member appointments to various committees.

RECOMMENDATION

City Council - Adopt a motion confirming the Mayor's appointments to various committees populated by City Council Members.

J.3. Request to Add Item to Future Agenda

J.4. City Council Comments

K. ADJOURNMENT



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item B.1.

Meeting Date: 1/3/2017

SUBJECT: New Council Member Training

REPORT IN BRIEF

Training will include an overview of the Brown Act, Public Records Act and Conflicts of Interest.

RECOMMENDATION

Information - Only



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item E.1.

Meeting Date: 1/3/2017

Report Prepared by: *Jennifer Levesque, Deputy City Clerk, City Clerk's Office*

SUBJECT: Oath of Office - Assistant City Manager, Stephanie Dietz

REPORT IN BRIEF

The City Clerk's office will swear in the Assistant City Manager, Stephanie Dietz.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item E.2.

Meeting Date: 1/3/2017

SUBJECT: Proclamation - Human Trafficking Awareness Month

REPORT IN BRIEF

Received by representatives from Valley Crisis Center.

ATTACHMENTS

1. Proclamation



Proclamation

WHEREAS, human trafficking is a modern form of slavery. It is also the second fastest growing criminal industry in the United States;

WHEREAS, human trafficking endangers the lives of millions of people around the world, and it is a crime that knows no borders. Human trafficking networks operate both domestically and internationally, and although abuse disproportionately affect women and girls, the victims of this global tragedy are men, women, and children of all ages;

WHEREAS, the efforts by individuals, businesses, organizations, and governing bodies to promote the observation of "Human Trafficking Awareness Month" in January of each year represents one of the examples of the ongoing commitment in the state of California to raise awareness of and to actively combat human trafficking.

WHEREAS, January is Human Trafficking Awareness Month, Advocates from Valley Crisis Center will be joining millions of American nationwide in recognizing the growing need to stop human trafficking; and

WHEREAS, we stand with those throughout the state of California who are working every day to end modern slavery, bring traffickers to justice, and empower survivors to reclaim their rightful freedom.

NOW, THEREFORE, I, Mike Murphy, Mayor of the City of Merced, on behalf of the City Council, hereby proclaim January 2017 as "Human Trafficking Awareness Month" in the City of Merced and urge all citizens to educate themselves about all forms of modern slavery and the signs and consequences of human trafficking.

Signed this 3rd day of January, 2017.

Mike Murphy, Mayor of Merced



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ADMINISTRATIVE REPORT

Agenda Item H.1.

Meeting Date: 1/3/2017

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

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RECOMMENDATION

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



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ADMINISTRATIVE REPORT

Agenda Item H.2.

Meeting Date: 1/3/2017

Report Prepared by: *Stephani Davis, Secretary I, Planning Division*

SUBJECT: Information Only-Bicycle Advisory Commission Minutes of October 25, 2016

RECOMMENDATION

For information only.

ATTACHMENTS

1. BAC Minutes 10-25-16

CITY OF MERCED
BICYCLE ADVISORY COMMISSION

MINUTES

CITY COUNCIL CHAMBERS
678 W 18TH STREET
MERCED, CALIFORNIA

TUESDAY
October 25, 2016

Chairperson TYLER called the meeting of the Bicycle Advisory Commission to order at 3:00 p.m.

(B) ROLL CALL

Present: Robert Tyler (Chairperson)
Lisa Kayser-Grant
Isai Palma
Justin Hicks
Jules Comeyne
Ann Thurston

Absent: Tom Hothem (Vice Chairperson) (Excused)

(Two vacancies, two Ex-Officio)

Staff Present: Bill King, Principal Planner
Joel Svendsen, Associate Engineer

(C) APPROVE MINUTES OF AUGUST 23, 2016

ON MOTION BY COMMISSIONER COMEYNE, SECONDED BY CHAIRPERSON TYLER, DULY CARRIED BY UNANIMOUS VOICE VOTE (ONE ABSENT), TO APPROVE THE AUGUST 23, 2016, MINUTES, AS SUBMITTED.

(D) ORAL COMMUNICATIONS

There was no communication from the audience.

(E) BICYCLE ADVISORY COMMISSION REQUESTS, INFORMATION ITEMS AND SUB-COMMITTEE REPORTS

The Commissioners requested information about the status of several projects, including: 1) the “M” Street Bridge project, 2) the “G” Street Bridge Project, 3) the Bear Creek Pathway Project, and 4) the School Active Transportation Program Audits. The Commission also requested a standing agenda item concerning bike-related project updates.

CAPITAL PROJECT RELATED ITEMS (Engineering Department)

(F) NO ITEMS

POLICY/BIKE PROMOTION/DEVELOPMENT RELATED ITEMS (Planning Department)

(G) ACTIVE TRANSPORTATION/SAFE-ROUTES-TO-SCHOOL PLAN UPDATE

Principal Planner KING presented the staff report, and responded to questions from the Commission.

(H) 2017 STRATEGIC WORKPLAN

Principal Planner KING presented the staff report. The Commission identified and discussed several items of importance to them, including: 1) interest to improve and increase communication with Engineering Staff; 2) emphasis to engage and partner with schools as it relates to increasing opportunities for bike safety education, concentrating on grades 3, 4, and 5; 3) interest to expand the City’s role in encouraging travel by cycling; 4) interest to continue the efforts for the Bicycle Advisory Commission (BAC) to dialog with City Department heads; and 5) an aim to establish a direct line of communication with the City Council, for example, a quarterly presentation at a Council meeting.

(I) APPOINTMENT OF COMMISSIONER TO ACTIVE TRANSPORTATION / SAFE-ROUTES-TO-SCHOOL PLAN FOCUS GROUP

Principal Planner KING presented the staff report, and requested the BAC to appoint a member. Commissioner PALMA volunteered and the Commission concurred, noting that Chairperson TYLER and/or another Commissioner may serve as the alternate as needed.

OTHER

(J) BIKE PARK FEASIBILITY STUDY

Chairperson TYLER described the effort by the Department Parks and Community Services to develop a bike park. The Commissioners discussed the project and their interest in how the design and operation of the future bike park could support City efforts to be recognized as a “Bike Friendly Community,” as defined and scored by the *League of American Bicyclists*.

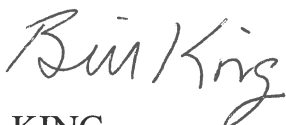
(K) CANCELLATION OF THE DECEMBER 27, 2016, MEETING (TO BE HELD DECEMBER 13, 2016)

(L) ADJOURN TO THE NEXT REGULARLY SCHEDULED MEETING OF TUESDAY, DECEMBER 13, 2016, AT 3:00 P.M. IN THE COUNCIL CHAMBERS

Chairperson TYLER opted to seek actions on items K and L concurrently.

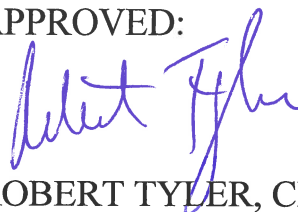
ON MOTION FROM COMMISSIONER GRANT, SECONDED BY COMMISSIONER COMEYNE, DULY CARRIED BY UNANIMOUS VOICE VOTE (TWO ABSENT), TO CANCEL THE REGULARLY SCHEDULED DECEMBER 27, 2016, BICYCLE ADVISORY COMMISSION MEETING AND SCHEDULE IT TO BE HELD ON DECEMBER 13, 2016, AND TO ADJOURN THE MEETING AT 4:01 P.M. TO THE SCHEDULED BICYCLE ADVISORY COMMISSION MEETING ON TUESDAY, DECEMBER 13, 2016, AT 3:00 P.M. IN THE CITY COUNCIL CHAMBERS, 678 W. 18TH STREET, MERCED, CALIFORNIA.

BY:



BILL KING
COMMISSION SECRETARY

APPROVED:



ROBERT TYLER, CHAIRPERSON
BICYCLE ADVISORY COMMISSION



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item H.3.

Meeting Date: 1/3/2017

Report Prepared by: Kirkland Greene, Records Clerk II

SUBJECT: Information-Only Contracts

REPORT IN BRIEF

Notification of awarded Non-Public Works contracts under \$29,000 and of Public Works contracts under \$65,204.

AUTHORITY

Pursuant to the authority delegated to the City Manager on behalf of the City by Article XI, Section 1109, of the Merced City Charter to execute Public Works contracts under the adjusted FY 2016-2017 threshold of \$65,204.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2016-2017 threshold of \$29,000.00, the contracts listed on the attached table were entered into by the City.

ATTACHMENTS

1. "Information-Only" Contracts Table for December 2016

Exhibit 1 – Table of Contracts1/3/2017 City Council Meeting

Department/Division	Vendor	Purpose/Location	Amount
0901 – Fire	El Capitan High School (Merced Union High School District)	EMS Service Agreement for the 2016 Football Season (at no cost to the School).	(No funds.)
0803 – Engineering	Krazan & Associates, Inc.	Geotechnical testing of existing roadway for four core samples near "V" Street and 16th Street. (Statement of Services, PO #125022.)	\$ 3,500.00
1201 – Recreation and Parks	Hilride Progression Development Group, LLC	Agreement for Professional Services for a Bike Park Feasibility Study (3.8-acre bike park riding area known as the Merced Bike Path Project).	\$ 3,500.00
0803 – Engineering	Technicon Engineering Services, Inc.	Gerard Avenue Sewer Main Replacement, Phase 3 (Project No. 116014) - Compaction tests for approx. 6,238 LF of trench backfill. (Statement of Services, PO #125021.)	\$ 6,580.00
1106 – PW - Water Systems	Phase 1 Construction	Labor and equipment to grade and shape the Water Division's wet-dump site, at Yosemite Parkway and Andregg Avenue. (Statement of Services, PO #125082.)	\$16,500.00
0804 – Planning	Total Security Solutions, Inc.	Furnish & install a Level-3 bullet-resistant barrier. Furnish & install Level-3 full-vision door with remotes. (Statement of Services, PO #124944.)	\$19,812.00
0805 – Inspection Services	Total Security Solutions, Inc.	Furnish & install a Level-3 bullet-resistant barrier. Install two 3' x 7' doors; includes window baffle station with counter-mount cash tray. (Statement of Services, PO #124945.)	\$28,244.00

Copies of all of the contracts listed above are available in the City Clerk's Office.



ADMINISTRATIVE REPORT

Agenda Item H.4.

Meeting Date: 1/3/2017

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

SUBJECT: Feet Changing Lives, Inc. Request Co-Sponsored Rate for Use of the Senior Community Center

REPORT IN BRIEF

Consider the Recreation and Parks Commission's recommendation to approve a request for the co-sponsored rate for use of the Senior Community Center by the Feet Changing Lives, Inc. on February 11, 2017.

RECOMMENDATION

City Council - Adopt a motion approving the Recreation and Park Commission's recommendation to grant use of the Senior Community Center to Feet Changing Lives, Inc. at the co-sponsored rate.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget

DISCUSSION

In early November, the Parks and Recreation Department received a request from Feet Changing Lives, Inc. to use the Senior Community Center at the co-sponsored rate. They will be holding a fundraiser on February 11, from 5:30 to 10:30 PM, to support their local chapter. The total time for the event, including set up and clean up, will be from 3:30 to 10:30 PM. On November 28, 2016, the Recreation and Parks Commission made a unanimous recommendation to Council to approve the request.

The Senior Community Center is available during the requested time and there will be no interference with regularly scheduled senior programs. There is an established non-profit rate for use of the Senior Community Center, which requires City Council approval. By charging the co-sponsored rate, the City will recoup all expenses for hosting the event at our facility. Feet Changing Lives, Inc. will be required to provide liability insurance and security (if alcohol is served) regardless of which fees are approved and will also be providing Valley Commercial Cleaning Services.

The regular and co-sponsored rates for this type of event are as follows:

<u>Regular Rate:</u>	<u>Co-Sponsored Rate:</u>
(free time given for setup/cleanup)	(7 hrs total for set up, event & tear down)
\$300 refundable deposit	\$50 refundable deposit
\$625 hourly rate (\$125 per hour)	\$210 staff charge (\$30 per hour)
\$100 set up fee	\$70 energy fee (\$10 per hour)
<u>\$366 cleaning fee</u>	<u>\$45 per event maintenance fee</u>
Total = \$1,391	Total = \$375

Staff and the Recreation and Parks Commission have reviewed the application and see the event as a worthy cause and recommend approving the request.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed

ATTACHMENTS

1. Letter of Request and Application

City of Merced Parks and Community Services

690 W 16th Street

Merced, CA 95340

(209) 385-6855 fax (209) 726-5327

*On Call (209) 564-9103

For Rental Problems

APPLICATION AND AGREEMENT FOR USE OF FACILITIES

Applicant's Name: <i>Don Ramsey Rev</i>		City: <i>MERCED</i>	Zip Code: <i>95341</i>
Name of Organization: <i>FEET CHANGING LIVES, INC</i>		Day Phone (Area Code): <i>[REDACTED]</i>	Evening Phone (Area Code): <i>SAME</i>
Room to be reserved - Please Circle: <div style="display: flex; justify-content: space-around;"> Sam Pipes Conference Room <u>Merced Community Senior Center</u> </div>			
Nature of Event: <i>FUNDRAISER</i>	Event Date: <i>2/11/18</i>	Time: <i>3:30</i> AM/PM <i>10:30</i> AM/PM	Estimated Attendance Adults <i>320</i> Minors <i>0</i> Total <i>320</i>
Public Event? <i>Yes</i> No	Equipment Requirements:		
Event used to raise money? <i>Yes</i> No	<input type="checkbox"/> Chairs - Theatre Style <input type="checkbox"/> Chairs and Tables - Classroom Style <input type="checkbox"/> Chairs and Tables - Banquet Style with Dance Floor <input type="checkbox"/> Stage <input checked="" type="checkbox"/> Kitchen Facilities <input checked="" type="checkbox"/> Portable Coffee Maker(s) <input checked="" type="checkbox"/> P.A. System <input type="checkbox"/> U.S. Flag <input type="checkbox"/> California Flag		
Admission Charged? <i>Yes</i> No	Other _____		
ADDITIONAL DATES: _____			

APPLICANT'S AGREEMENT

I have read this agreement and accept the facility for which this application is made in an "AS IS" condition. In consideration of the minimal fees paid for use of the facility, the applicant is to indemnify, defend and hold harmless the City of Merced, its officers, officials, employees, agents, and volunteers ("City and City Personnel") from all actions, liabilities, claims, damages to persons or property, losses, costs, penalties, obligations, errors, or omissions that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the activities conducted by the applicant, whether or not there is concurrent passive or negligence on the part of City or City Personnel.

NOTICE TO APPLICANT:

All rentals must be cancelled no later than 2 weeks before the event date, except the Senior Center, which must be cancelled at least 30 days before the event. A "Refund Appeal" must be filled out when requesting a refund and may be subject to a 25% assessment fee for administrative costs. Failure to do so will result in forfeiture of deposit and all rental fees.

Signed *[Signature]*

Date *11/18/16*

-OFFICE USE ONLY-

FEES

Contracted Hours _____ @ \$ _____ = \$ _____

Deposit \$ _____

Set-up Fee \$ _____

Kitchen Fee \$ _____

Cleaning Fee \$ _____

TOTAL \$ _____

Department Authorized Signature:

Date: _____

- ☐ Approved ☐ Denied
- ☐ Set up Diagram (at least 2 weeks prior to event if applicable)
- ☐ Certificate of Insurance in compliance with City of Merced.
- ☐ Contracted Security/Dance Permit
- ☐ ABC License (if liquor is to be sold)
- ☐ Added to Computer By: _____

Please make check payable to City of Merced.

Returned checks will result in cancellation of event and/or additional charges.



Feet Changing Lives

Making our neighborhoods safer through our presence and prayers.

Website: <https://sites.google.com/site/feetchanginglives/>

November 17, 2016

BOARD OF DIRECTORS

Executive Committee

Reverend Don Ramsey
Executive Director/President

Napoleon Washington
Vice President /Director

Blasa M. DeAnda
Secretary/Treasurer

Melissa Kelly-Ortega
Financial Grant Consultant

City of Merced, Parks and Recreation
658 W. 19th St., Merced, CA 05340

Recreation Supervisor,

Our 501c3 organization – Feet Changing Lives Inc. (FCL), request the use of the Merced Senior Community Center on February 11, 2016 from 3:30 pm to 10:30 pm for FCL's Valentine Day Sweetheart Ball Fundraiser. **We will require 2 hours of setup time since the doors will open at 5:30 pm. Valley Servicer will clean the facility after the event is over at no charge to the city.** The POCs will be Rev. Don Ramsey, President/Founder for FCL or Mr. Sidney Brumfield and or Mr. Eugene Drummond our 2nd & 3rd in charge of the event. We're requesting use of the facility at the co-sponsored rate.

Thank You

Dr. Rev. Don Ramsey
President & Founder of FCL

Board of Directors

Mr. Sidney Brumfield

Pastor Bruce Logue

Pastor Rudy Sanchez

Mrs. Tamara I. Cooksey

Community Partners

City of Merced



Image Masters

Smarter Marketing. Remarkable Results.





ADMINISTRATIVE REPORT

Agenda Item H.5.

Meeting Date: 1/3/2017

Report Prepared by: Michael Miller, Public Works Manager-Tax Services

SUBJECT: Supplemental Budget Appropriation - Maintenance District Street Tree Replacement

REPORT IN BRIEF

Consider authorizing a supplemental budget appropriation for the replacement of dead trees in various Maintenance Districts

RECOMMENDATION

City Council - Adopt a motion authorizing supplemental budget appropriations in the amount of \$11,454, to cover the costs for the replacement of street trees in identified Maintenance Districts (see attachment).

ALTERNATIVES

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

AUTHORITY

Article XI, Fiscal Administration of the Merced Municipal Code - At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of a least five members.

DISCUSSION

At this time, it is necessary to replace trees that have died within the past year. This is attributable to Governor Jerry Brown's Executive Order to strengthen the State's ability to reduce water consumption by a minimum of 25% due to continuous, severe drought conditions. Conservation measures were later strengthened by the State Water Resources Control Board mandate for Merced of 35% reduction or face fines up to \$10,000 per day.

The replacement of these trees is paramount to the aesthetics of the Districts that our community has come to appreciate and expect. The work will begin immediately upon approval of this appropriation. Trees will be purchased by the City and planted by private contractor.

IMPACT ON CITY RESOURCES

The City's Finance Department has verified there are sufficient funds available for this request.

ATTACHMENT

1. District trees replacements 2016

Replacement Trees - Maintenance Districts									
	Description	Fund Number	Maples	Oak	Pistache	Purple Ash	Sycamore	Totals	Cost
1	Quail Creek	100			8			8	\$1,104
2	Silverado	102			13			13	\$1,794
3	Oakmont #3	103	1		8	2		11	\$1,518
4	Northwood Village	104				7		7	\$966
5	Ridgeview Meadows	121				2		2	\$276
6	Fahrens Park I	122		10				10	\$1,380
7	Fahrens Park 2	141				4	28	32	\$4,416
			1	10	29	15	28	83	\$11,454



ADMINISTRATIVE REPORT

Agenda Item H.6.

Meeting Date: 1/3/2017

Report Prepared by: Dan Arnold, Public Works Manager - Operations

SUBJECT: Purchase of a Caterpillar Backhoe, John Deere Tractor and a Tiger Extended Boom Mower Utilizing Government Procurement Programs and Waiving the Competitive Bidding Requirement

REPORT IN BRIEF

Fleet Services is requesting approval from the City Council to purchase a new Caterpillar Backhoe from the National Joint Powers Alliance Government Procurement Program (NJPA) and a John Deere Tractor and an Extended Boom Mower from the Houston-Galveston Area Council (HGACBuy) Cooperative Purchasing Program.

RECOMMENDATION

City Council - Adopt a motion:

- A. Authorizing the purchase of One Caterpillar model 430F2 Backhoe from the NJPA for \$136,965.60 and One Tiger, Extended Boom Mower and One John Deere model 6145M Tractor combination unit for a combined total of \$215,784.00 from the HGACBuy Program; and,
- B. Waiving the City's bidding requirement, allowing a direct purchase from the NJPA and HGAC Buy Programs for the requested equipment; and,
- C. Authorizing the City Manager to execute all necessary budgetary documents.

ALTERNATIVES

- 1. Approve, as recommended by (identify) or;
- 2. Approve, subject to other than recommended by (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 or;
- 5. Continue to a future meeting (date and time to be specified in the motion);

AUTHORITY

Merced Municipal Code, Section 3.04.210

CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget

DISCUSSION

Fleet Services is requesting approval to waive the competitive bidding process for the purchase of a new Backhoe Tractor, John Deere Tractor and Extended Boom Mower. Please note most of these purchases will not affect local vendors as there are no local vendors for this equipment. Over the last five years, the City has utilized several such programs, including NJPA and HGACBuy to purchase a variety of equipment such as fire trucks, street sweepers, backhoes, etc. These purchases are similar to making purchases from the state contract where vendors have submitted bids for equipment to the State of California. Local governments are then able to use the state contract pricing with their nearest vendor.

The City of Merced has been a member of NJPA since February 21, 2012 (see attachment 3) and HGACBuy interlocal contract was accepted by Council on March 15, 2010 (see attachment 4).

Both NJPA and HGACBuy perform extensive bidding processes with many companies and dealerships who provide low bid government pricing for various equipment and products. As a result of the nationwide scope of these programs, the City is typically able to purchase large specialized equipment for much less than the more traditional method of creating specifications and soliciting bids from vendors.

In addition, use of the NJPA and HGACBuy pricing schedule saves staff time and associated costs by eliminating the need to create detailed specifications and administering the bidding process. In general, because of a national sales base, government procurement program pricing is less than what the City can receive through our own competitive bidding process.

If approved, the combined discounts will save the city \$50,589.00. (See Attachments 1 and 2 for quotes showing the discount savings per vehicle); however, waiving the bidding process requires Council approval.

EQUIPMENT REQUESTED:

The NJPA purchase consists of one Caterpillar model 430F, Tier IV Final, Backhoe Tractor for a total cost of \$136,965.60 (Attachment 1 - 430F2_NJPA_Quote.pdf) Note, Holt of California is based in Merced County and while Holt maintains a rental store in Merced the main dealership resides in Los Banos.

The HGACBuy purchases consists of one Tiger Brand, Mid-Mount, Extended Boom Mower and one John Deere Tractor model 6145M for a total combined cost of \$215,784.00 (after taxes and delivery) Note, page 2 of this quote provides a detailed cost breakdown of the mower, tractor and required mower accessory equipment. Page one of this attachment shows the savings before taxes. (Attachment 2 - Ext Boom Mower_JD6145Tractor_HGAC.pdf)

Note, since the mower requires a specific horsepower rating and be outfitted with special attachments, the mower and tractor are sold as a single package unit which is not sold locally as such.

IMPACT ON CITY RESOURCES

All vehicles to be purchased were approved in the FY 2016/17 City budget and no additional funding is needed.

ATTACHMENTS

1. Attachment 1 - 430F2_NJPA_Quote.pdf
2. Attachment 2 - Ext Boom Mower_JD6145Tractor_HGAC.pdf
3. Attachment 3 - NJPACert.pdf
4. Attachment 4 - HGACBuysignedcontract.pdf

SALES ORDER/ QUOTATION

For: City of Merced
Address: PO Box 2068
City, State: Merced, CA 95340
Account No: 0129519

Date Printed: 11/14/2016
Salesman: Joe Gomes
Contact: Dan Arnold
Phone: 385-6832

Quantity	Description of Material and Equipment	Reference Number	LIST PRICE	NJPA Amount
S/N	430F2 BHL ST, TIER 4, HRC M19830	450-1680	\$158,919.00	\$116,011.00
	Zone 9 FREIGHT			\$7,219.00
	EXTENDED WARRANTY GOVERNMENTAL			\$2,000.00
	STICK, EXTENDABLE, 16FT	450-8732		
	PT, 4WD, STD SHIFT	450-8606		
	ENGINE, 86KW, C4.4 ACERT, T4F	450-8761		
	HYDRAULICS, MP, 6FCN/8BNK, ST	450-8530		
	CAB, DELUXE	450-8683		
	SEAT, DELUXE FABRIC	433-4806		
	SEAT BELT, 3" SUSPENSION	206-1748		
	AIR CONDITIONER, T4	450-8715		
	TIRES, 12.5 80-18/21L-24, FS	282-3855		
	COUNTERWEIGHT, 1015 LBS	337-9696		
	STABILIZER PADS, FLIP-OVER	9R-6007		
	BUCKET-MP, 1.4 CYD	337-7442		
	CUTTING EDGE, TWO PIECE, WIDE	9R-5320		
	INSTRUCTIONS, ANSI	430-9944		
	SERIALIZED TECHNICAL MEDIA KIT	421-8926		
	RIDE CONTROL	398-2681		
	LINES, COMBINED AUX, E-STICK	398-2855		
	PRODUCT LINK, CELLULAR, PL641I	447-0049		
	BATTERY, HEAVY DUTY	457-2797		
	PLATE GROUP - BOOM WEAR	270-3204		
	PACK, DOMESTIC TRUCK	0P-0210		
	RUST PREVENTATIVE APPLICATOR	462-1033		
	SHIPPING/STORAGE PROTECTION	461-6839		
	Coupler, PG Manual, Dual Lock A27762	361-1100		
	BUCKET, HD, 18" 4.2 CFT A22365	219-3386		
	Forks with welded hooks 48" tines Installed			\$1,590.00
	Warranty: Machine is sold with Caterpillar's Governmental Premier warranty against defects for 1 year. Machine is also covered by Holt of California's Extended Powertrain + hydraulics warranty against defects for 3 years or 5000 hours, whichever occurs first.			

Approximate Shipping Weight in Pounds

158,919

Sales Price (NJPA Alliance Contract - #032515)

\$126,820.00

Sales Tax

8.000%

\$10,145.60

TOTAL GOVERNMENTAL PRICE

\$136,965.60**\$136,965.60**

This quote is good for (60) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision. All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within Holt of California's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICER. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT.

DATED:
HOLT OF CALIFORNIA

DATED:
CUSTOMER

BY: _____

BY: _____

TITLE: _____

TITLE: _____



ATTACHMENT 2

2360 Harvard Street • Sacramento, CA 95815 • (916) 922-1101 • Fax: (916) 922-1034
1913 Nancita Circle • Placentia, CA 92870 • (714) 528-8770 • Fax: (714) 528-8744
4750 Caterpillar Rd., Unit D • Redding, CA 96003 • (530) 243-4856 • Fax: (530) 243-1447
1930 W. Winton Ave., Suite 8 • Hayward, CA 94545 • (510) 670-0230 • Fax: (510) 670-9003
www.source-mme.com • California State Contractor's License #980409

November 15, 2016

City of Merced
1776 Grogan Avenue
Merced, CA 95341

Tel: 209-385-6800
Arnoldd@cityofmerced.org

Attn: Dan Arnold

We are pleased to provide the enclosed contract pricing sheets off the H-GAC; Houston-Galveston Area Council Contract No. GR01-15 (www.hgacbuy.com), for the Tiger 30S-30-SB Mid-Mount Extended Boom Mower with 3 Point Stow, RT60B-XB-S 60" Rotary Head and FL50LBG-XB-SDD 50" Flail Head mounted on a John Deere 6145M Tractor for your review.

Anderson Machinery is the HGAC contract holder and all purchasing documents are to go directly to them. Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the Tiger products.

- The County's Purchase Order to be prepared and sent directly to Anderson Machinery. Contact: Tom Anderson Tel: (512) 272-8133 Fax: (512) 272-8136 Email: TA@AMCOTX.com
- Pricing includes delivery and on-site training.
- Terms: per HGAC Program.

Summary:

HGAC Price (before tax)	\$200,600.00
Budget Price (before tax)	\$208,281.00

Savings if purchased on HGAC (before tax) \$ 7,681.00

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.



Frank Wheeler III,
Vice President

Enclosure



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract
No.:

GR01-15

Date
Prepared:

11/11/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF MERCED	Contractor:	ANDERSON MACHINERY
Contact Person:	RICHARD CHAPARRO	Prepared By:	TOM ANDERSON
Phone:		Phone:	(512) 272-8133
Fax:		Fax:	(512) 272-8136
Email:		Email:	TA@AMCOTX.COM

Catalog / Price Sheet Name:	TIGER MOWERS - ITEM #69A
General Description of Product:	SABER 30 SERIES BOOM MOWER PACKAGE

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	30S-30-SB: MID-MOUNT EXTENDED BOOM MOWER W/ 3POINT OPEN STOW + WEIGHTS	46,679	46679
1	RT60B-XB-S: 60" ROTART HEAD WITH BLADE BAR & HYDRAULIC DOOR	12,415	12415
1	FL50LBG-XB-SDD: 50" FLAIL HEAD WITH GRASS KNIVES	12,261	12261
1	JOYSTICK CONTROLS	11,602	11602
1	FACTORY INSTALLATION	6,369	6369
1	PUMP GUARD	154	154
1	FIRE SUPPRESSION KIT - 3-POINT ATTACHMENT	3,529	3529
1	6145M PACKAGE W/MFWD, 16X16 TRANSSION, CAB, AC, HEATER Tractor	101,199	101199
1	AXLE STABILIZER KIT	962	962
1	AM/FM RADIO	273	273
1	STROBE LIGHT	483	483
			0
Total From Other Sheets, If Any:			
Subtotal A:			195926

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	UPGRADE TO 50 GALLON POLY TANK	242	242
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			242
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

FREIGHT TO CITY OF MERCED		4,432.00	
CA 8% STATE TAX (LESS MOUNTING & FREIGHT)		15,184	
Subtotal C:		19616	
Delivery Date:	TBD	D. Total Purchase Price (A+B+C):	215784

From: customerservice@nppgovernment.com [<mailto:customerservice@nppgovernment.com>]

Sent: Tuesday, February 21, 2012 3:09 PM

To: Arnold, Dan <arnoldd@cityofmerced.org>

Subject: Your nppgovernment.com Login Credentials



Dan,

Thank you for registering with National Purchasing Partners (NPP). We hope that our contract portfolio will be of value to your business. Your registration has been processed and your login credentials are below. **Login at www.nppgovernment.com using Internet Explorer.**

Username: arnoldd@cityofmerced.org

Password: xxxxxx

Member ID: 237636

Your Member ID number is required to execute your vendor discounts. Some of your vendor discounts are:

Staples Advantage

Discounted, contracted prices on over 30,000 supplies and services

This is a publicly awarded contract

Follow these steps after you have logged in with the above Username and Password:

- Under Vendor Discounts click on "Staples Advantage" and registration page will appear
- Click on "Register for Staples Advantage Account"
- Complete information and submit
- Staples Advantage will reach out to you within 5 business days

Commercial Office Interiors (COI)

Heavy Duty Furniture, Bulldog Tuff Line

This is a publicly awarded contract

John Deere Company

Government pricing for lawn and landscape equipment

This is a publicly awarded contract

Goodyear Tire & Rubber Company

Government pricing for auto, pursuit auto, light truck bias radial, light truck bias, medium truck radial/commercial, off road radial, off road bias

This is a publicly awarded contract

Zoll Medical Corporation

Zoll offers automatic electronic defibrillators and clinical defibrillators

This is a publicly awarded contract

Additional products and vendors are available under Vendor Discounts

Please contact us with any questions at 877.329.8847 or

customerservice@nppgovernment.com. Our CUSTOMER SERVICE HOURS are 6:00am to 5:00pm Pacific Time Monday through Friday.

1100 Olive Way, Suite 1020, Seattle WA, 98101 | 877.329.8847 | www.nppgovernment.com

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ATTACHMENT 3



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.: _____

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * the City of Merced, CA, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 678 W. 18th Street, Merced, CA 95340

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*** City of Merced, CA**

Name of End User (local government, agency, or non-profit corporation)

*** 678 W. 18th Street**

Mailing Address

*** Merced**

CA

95340

City

State

ZIP Code

*** By:**

John M. Bramble
Signature of chief elected or appointed official

*** John M. Bramble, City Manager 03-22-10**

Typed Name & Title of Signatory

Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By:

Executive Director

Date:

Attest:

Manager

Date:

APPROVED AS TO FORM:

J. Schechter
JEANNE SCHECHTER
Chief Deputy City Attorney

**Denotes required fields*

201383
FUNDS/ACCOUNTS VERIFIED
R. Alley 3-18-10
FINANCE OFFICE DATE 7/07
No funds to encumber at this time.
WED 3/18/10
KC 3/18/10

***Request for Information**

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to **H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: _____ **County Name:** _____
(Municipality / County / District / etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (____) _____ - _____ **FAX Number:** (____) _____ - _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Authorized Official: _____ **Title:** _____
(City manager / Executive Director / etc.) **Ph No.:** (____) _____ - _____
Mailing Address: _____ **Fx No.:** (____) _____ - _____
(Street Address/P.O. Box) **E-Mail Address:** _____
(City) (State) (ZIP Code)

Official Contact: _____ **Title:** _____
(Purchasing Agent/Auditor etc.) **Ph No.:** (____) _____ - _____
Mailing Address: _____ **Fx No.:** (____) _____ - _____
(Street Address/P.O. Box) **Email Address:** _____
(City) (State) (ZIP Code)

Official Contact: _____ **Title:** _____
(Public Works Director/Police Chief etc.) **Ph No.:** (____) _____ - _____
Mailing Address: _____ **Fx No.:** (____) _____ - _____
(Street Address/P.O. Box) **Email Address:** _____
(City) (State) (ZIP Code)

Official Contact: _____ **Title:** _____
(EMS Director/Fire Chief etc.) **Ph No.:** (____) _____ - _____
Mailing Address: _____ **Fx No.:** (____) _____ - _____
(Street Address/P.O. Box) **Email Address:** _____
(City) (State) (ZIP Code)



ADMINISTRATIVE REPORT

Agenda Item H.7.

Meeting Date: 1/3/2017

Report Prepared by: Julie Nelson, Associate Planner, Development Services Department

SUBJECT: Release of Lien and Agreement for Alternate Security for Deferred Work on Sandpiper Avenue

REPORT IN BRIEF

This is a request to release a lien on the property located at the southeast corner of Mercy Avenue and Mansionette Drive and enter into an agreement to accept \$168,000 in a cash deposit as security for deferred work on Sandpiper Avenue.

RECOMMENDATION

City Council - Adopt a motion approving the agreement and instructions for release of security lien and establishment and maintenance of alternate security and authorizing the City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve the action as recommended by staff, or;
2. Request modification or amendment to the documents and provide direction to City staff regarding the same, or;
3. Decline to authorize action as recommended, or;
4. Continue to a future City Council meeting (time and date to be specified in motion).

AUTHORITY

Chapter 24 of Title 18, Subdivisions, of the Merced Municipal Code (MMC) deals with final maps. Section 18.24.120 gives Council authority to approve the final map and associated agreements.

DISCUSSION

On December 17, 2001, the City Council entered into a Subdivision Agreement with Spalding G. and Della Wathen for the installation of improvements within Mansionette Estates Unit 2 (ME-2) (see location map at Attachment 1). A portion of the improvements that were to be installed under this agreement was the installation of Sandpiper Avenue along the frontage of Mansionette Estates Unit 1 and Unit 2 (Attachment 2). The cost of this work was estimated to be \$168,000.

As security for the improvements required with ME-2, a lien was placed on real property owned by the Wathens. As shown by the map at Attachment 3, the property recently approved for Mansionette Estates Unit 5 (ME-5) has a lien placed on it by the City as security for the remaining improvements which consist of the installation of Sandpiper Avenue along the frontage of ME-1 and ME-2

(Attachment 2).

In order for the lots to be sold for ME-5, the lien on this property must be released. Therefore, staff has worked with the owner to accept cash security in the amount of \$168,000 to be held until the portion of Sandpiper Avenue fronting ME-1 and ME-2 has been installed. If approved by Council, the lien on the property would be released and the security amount would be held on deposit by the City until such time as the required work is complete.

The development at the southwest corner of Mercy Avenue and Mansionette Drive would be responsible for the construction of Sandpiper Avenue along its property frontage. The property at the northeast corner of G Street and Yosemite Avenue would be responsible for the portion of Sandpiper along its property frontage. The map at Attachment 4 shows who is responsible for the construction of Sandpiper Avenue.

Staff recommends Council approve the agreement at Attachment 5 and authorize the City Manager to execute the agreement and Lien Release.

IMPACT ON CITY RESOURCES

There would be no impact on City resources with the approval of this agreement. The agreement includes a 2% administrative fee for holding the deposit and processing the necessary paperwork.

ATTACHMENTS

1. Location Map - Mansionette Estates
2. Portion of Sandpiper required to be constructed by ME-2
3. Property with Lien
4. Sandpiper Avenue
5. Agreement and Lien Release

COMMUNITY
COLLEGE
NORTH

COMMUNITY
COLLEGE
EAST
UNIVERSITY

G

DOMINICAN

MERCY

TANAGER

ROBIN

FINCH

BOBOLINK

KINGFISHER

Mansionette Estates 2

NIGHTINGALE

MOCKINGBIRD

NIGHTHAWK

WREN

HUMMINGBIRD

BOBWHITE

KINGLET

Mansionette Estates 1

REDWING

SANDPIPER

ANSIONETTE

YOSEMITE

CORDOVA

DOE

ANTLER

N

SUN
VALLEY

38

BODEGA

GATEWAY

GATEWAY

N

G

DOMINICAN

MERCY

TANAGER

GROUSE

WARBLER

FINCH

ROBIN

NIGHTHAWK

WREN

KINGLET

PAULSON

BOBOLINK

KINGFISHER

Mansionette Estates 2

NIGHTINGALE

MOCKINGBIRD

HUMMINGBIRD

BOBWHITE

Mansionette Estates 1

REDWING

SANDPIPER

This portion of Sandpiper required as part of ME-2

YOSEMITE

CORDOVA

DOE

GATEWAY

ANTLER



DOMINICAN

MERCY

TANAGER

ROBIN

WREN

KINGLET

N

Lein on this property to secure improvements to Sandpiper Ave. required with ME-2

Mansionette Estates 2

Mansionette Estates 1

BOBOLINK

KINGFISHER

NIGHTINGALE

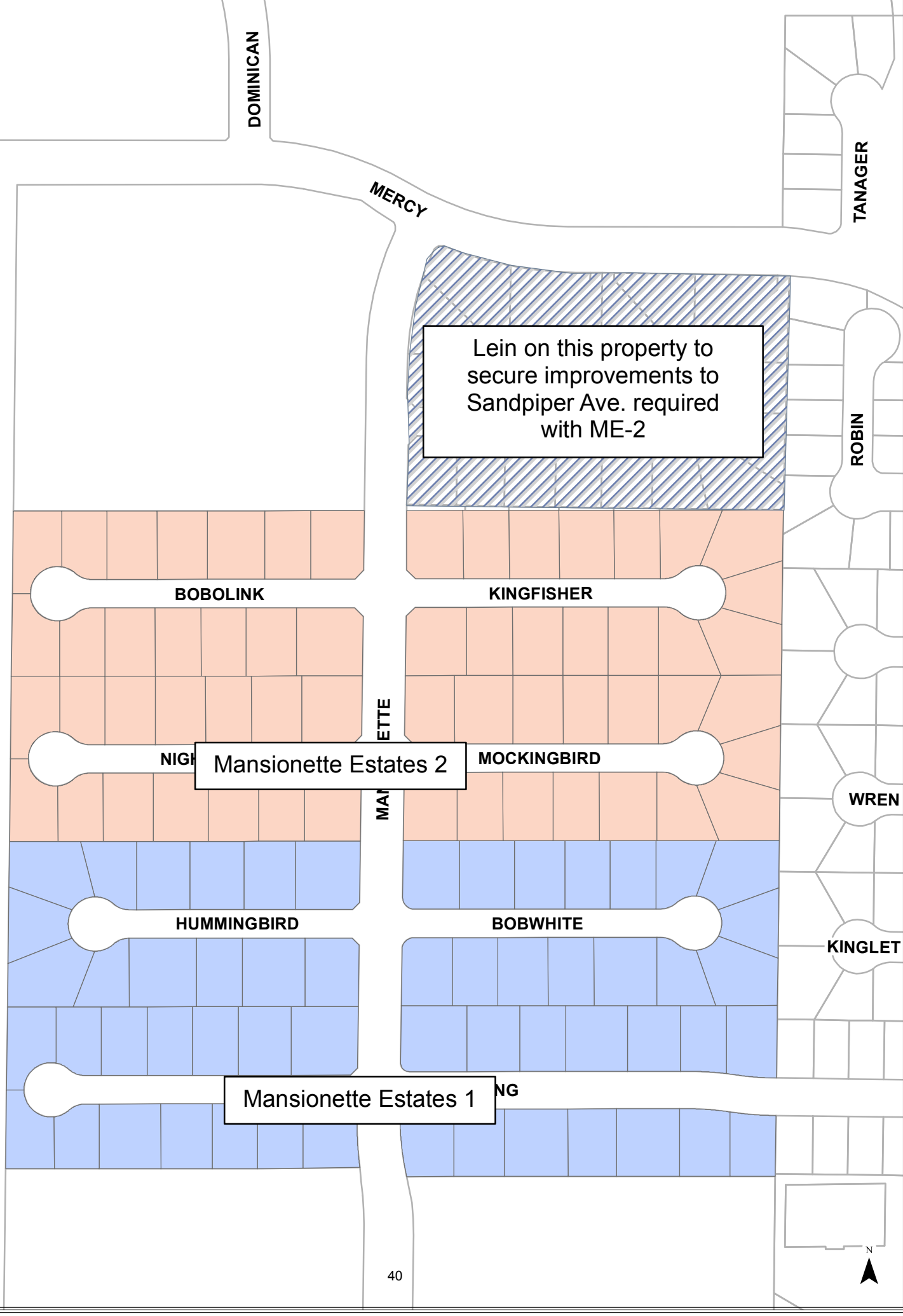
MANSIONETTE

MOCKINGBIRD

HUMMINGBIRD

BOBWHITE

SANDPIPER



CONSTRUCTION OF SANDPIPER AVENUE

COMMUNITY COLLEGE NORTH

COMMUNITY COLLEGE EAST

V & S REAL ESTATE
Southwest Corner of
Mercy Ave &
Mansionette Dr

UNIVERSITY

MANSIONETTE
ESTATES 2

WATHEN
Northeast Corner
G St. & Yosemite

BOBOLINK

KINGFISHER

Mansionette Estates 2

NIGHTINGALE

MOCKINGBIRD

HUMMINGBIRD

BOBWHITE

Mansionette Estates 1

REDWING

YOSEMITE

SILVERHORN

SUN VALLEY

DONNA

ARCH
ROCK

CLOUDS
REST

EAGLE
PEAK

BODEGA

ROYAL ARCH

CORDOVA

GATEWAY

GATEWAY

WHITE
WOLF

DOE

ANTLER

GAZELLE

FAWN

CENTURY

DUNN

GROUSE

WARBLER

TANAGER

ROBIN

FINCH

NIGHTHAWK

WREN

KINGLET

CORMORANT

KIWI

MALLARD

PINTAIL

BLUE
JAY

ORIOLE

DEERFIELD



**AGREEMENT AND INSTRUCTIONS FOR RELEASE OF SECURITY
LIEN AND ESTABLISHMENT
AND MAINTENANCE OF ALTERNATE SECURITY**

THIS AGREEMENT AND INSTRUCTIONS FOR RELEASE OF SECURITY LIEN AND ESTABLISHMENT AND MAINTENANCE OF ALTERNATE SECURITY ("Agreement") is made and entered into this _____ day of November, 2016 by and between ME-5 Merced, Inc., a California Corporation (the "Owner") and the City of Merced, a California Charter Municipal Corporation (the "City") with respect to the following facts.

RECITALS

A. ME-5 Merced, Inc. is the owner of the real property described on Exhibit "A" attached hereto and incorporated by reference herein ("Remainder Parcel E").

B. To provide security for deferred subdivision improvements required for Mansionette Estates Unit 2 under the Subdivision Agreement and the subsequent one-year warranty period (the "Subdivision Agreement"), an "Agreement Creating a Lien Upon Real Property," dated December 27, 2001, encumbering Remainder Parcel E (described on Exhibit "C" therein) was recorded in favor of the City on January 9, 2002, as Document #1487 in Volume 4352 Page 355 of Merced County Records, attached hereto as Exhibits "B" and "C".

C. A Final Map has been recorded for Remainder Parcel E entitled "Mansionette Estates, Unit 5," in Merced County Records Volume 79, Page 35. In order to sell the lots within this subdivision, the lien must be released.

D. The City has agreed to release the Security Lien, so that clear title to Remainder Parcel E may be conveyed, on the condition that, the Owner provide cash security to the City in the amount of \$168,000. This amount shall be paid in the form of a Cashier's Check. The cash security shall be held by the City in an interest bearing account until such time as the required work (construction of a portion of Sandpiper Avenue) has been completed to the City's Satisfaction.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and mutuality of which is hereby acknowledged, it is agreed as follows:

1. Release of Release of Security Lien. The City agrees to release the lien on Remainder Parcel E within five (5) business days after the cash security in the amount of \$168,000 has been paid to the City of Merced.

2. Release of Alternate Security to Owner upon Completion of Warranty Period. The Alternate Security shall be held by the City in an interest bearing account until the construction of the portions of Sandpiper Avenue required to be constructed by the Subdivision Agreement for Mansionette Estates Unit 2 have been completed and accepted by the City and the one-year warranty period has passed. Once the one-year warranty period has passed, the Owner shall request the release of the Alternate Security in writing. The City shall return the \$168,000 plus any interest accrued. Interest shall be calculated using the previous year's average interest rate earned on investments. The City shall be entitled to an Administrative Fee equal to 2% of the initial deposit. The City shall deduct the Administrative Fee from the initial Alternate Security Amount prior to returning the funds to the Owner.

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

4. Severability. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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

6. Attorney's Fees. In any litigation, arbitration or any other proceeding where the City or the Owner seeks to enforce any provision of this Agreement, or seeks a declaration of the rights and obligations of the parties, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses incurred to resolve the dispute and to enforce any provision of this Agreement, including recovery of the costs specified in Section 6 of this Agreement.

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

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

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

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

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

12. Interpretation. The use of the singular herein includes the plural, and the use of the neuter herein includes the masculine and/or feminine, as the context may require. The captions of the sections of this Agreement are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

13. No Presumption re: Drafter. The parties hereto acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this document reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretations hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this document.

14. Relationship of Parties. Nothing contained in this Agreement shall be interpreted or understood by any of the parties, or by any third person, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the parties hereto or their officers, officials, employees, volunteers or agents. Except as either party may specify in writing,

neither party shall have the authority to act as an agent of the other party or to bind the other party to any obligation.

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

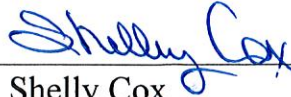
BY:  11-30-2016
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

[Signatures continued on next page]

ME-5 MERCED, INC.,
A California Corporation



Shelly Cox
Chief Executive/Chief Financial
Officer

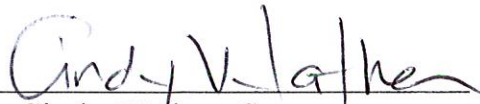
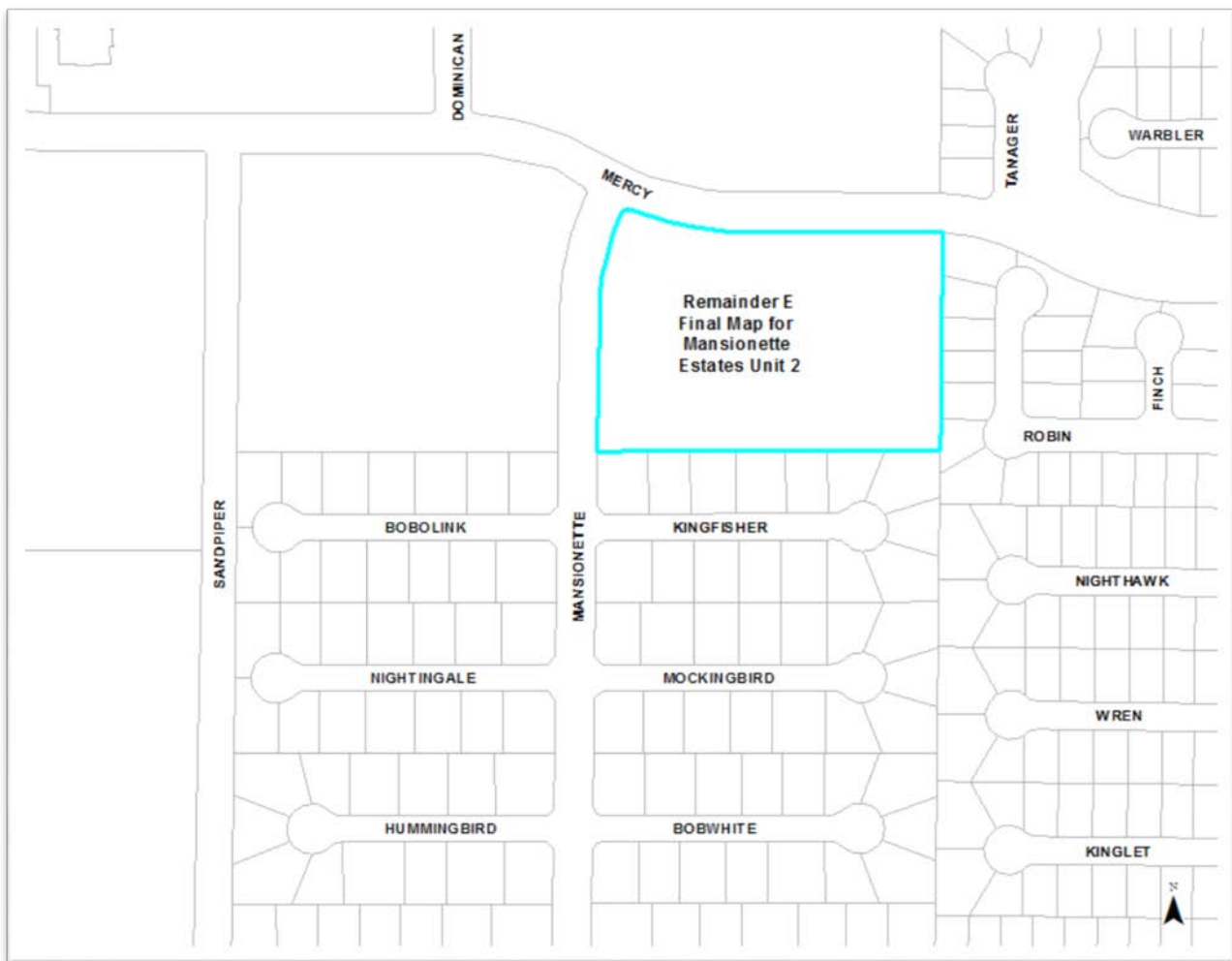

Cindy Wathen, Secretary

EXHIBIT A
LEGAL DESCRIPTION

Remainder E containing 5.92 acres as shown on “Final Map for Mansionette Estates Unit 2” recorded in Volume 55 of Official Plats, Page 12, 13, and 14, Merced County Records.



2001-12-17-5
804-2001-439
ff 12-17-2001

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into Dec. 17, 2001, between the City of Merced, a Municipal Corporation, hereinafter called "City," and Spalding G. Wathen and Della Wathen, hereinafter called "Subdivider," relates to the installation of improvements within Mansionette Estates Unit 2, a subdivision of real property within the corporate limits of "City".

RECITALS

- A. The Planning Commission of City, on June 6, 2001, adopted Resolution No. 2660 approving the tentative map of the above mentioned subdivision.
- B. Subdivider has submitted for approval the final map of said subdivision in full compliance with State Law and City subdivision ordinances. Final Map Application Number 5243 was submitted by the subdivider on December 17 2001.
- C. Section 18.24.100 of the Merced Municipal Code requires certain improvements within said subdivision.
- D. Improvement plans for said subdivision have been approved by the City.
- E. The "Subdivision Map Act" and Section 18.24.150 of the Merced Municipal Code require certain security to guarantee the installation of said improvements.
- F. Inspection fees required in accordance with Section 18.24.110 of the Merced Municipal Code have been paid.

Based upon the foregoing recitals, and in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

AGREEMENT

1. IMPROVEMENTS

- A. Subdivider agrees to cause all improvements to be made and constructed in said subdivision within twelve (12) months of the date of City approval of this Agreement in full compliance with the requirements of City's "Standard Designs for Common Engineering Structures," except that the installation of landscape/irrigation improvements on the park strips of the drainage basin shall have a twenty-four month time for completion and with the improvement plans approved by City and any changes or alterations in such work required

plans approved by City and any changes or alterations in such work required by City, and to pay for any materials, provisions or other supplies used in, upon, for or about the performance of said work, and for any work or labor done thereon of any kind, and any amounts due under the Unemployment Insurance Act with respect to such work or labor.

- B. The Subdivider may request an extension of time to complete the terms hereof. Such request shall be submitted to the City in writing not less than four (4) weeks before the expiration date hereof, and shall contain a statement of circumstances necessitating the extension of time. The City shall have the right to review the provisions of this agreement, including the construction standards, cost estimate, and improvement security, and to require adjustments therein if any substantial change has occurred during the term hereof.
- C. If the Subdivider fails or neglects to comply with the provisions of this agreement, the City shall have the right at any time to cause said provisions to be met by any lawful means, and thereupon recover from the Subdivider and/or his surety the full cost and expense incurred.

2. SECURITY

The Subdivider shall file securities for this agreement per Sections 66496 and 66499 of Government Code as follows:

- A. To secure faithful performance of this agreement, security in an amount equal to one hundred (100%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to effectiveness of Council action on the final map.
- B. To secure payment to the contractor, his subcontractors, and to persons furnishing labor, materials or equipment to them, security in an amount equal to fifty (50%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to effectiveness of Council action on the final map.
- C. To secure the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance of the work, security in an amount equal to fifteen (15%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to final acceptance of the work by the City.
- D. To secure payment of the cost of setting of monuments, security in an amount equal to one hundred (100%) percent of the estimated cost of setting

such monuments as determined by the City shall be filed with the City prior to effectiveness of Council action on the final map.

If security is furnished in the form of an Instrument of Credit, it shall be in the format approved by the City and shall be attached hereto. If security is furnished in the form of a bond or bonds, such bonds shall be executed by a corporate surety company authorized to transact a surety business in the State of California. Liability for security furnished as described herein shall be limited as set forth in Government Code Sections 66499.9 and 66499.10.

Release of Securities shall be as follows:

- A. Security given for faithful performance may be released thirty-five (35) days after recording Notice of Completion of the work provided that evidence of recording of the Notice of Completion has been furnished to the City, the City has finally accepted the work, and provided the security has been furnished to the City to guarantee and warrant the work for one (1) year following the date of such acceptance of the work.
- B. Security securing the payment to the contractor, his subcontractors and to persons furnishing labor, materials or equipment may be released six (6) months after recording Notice of Completion provided no claims have been filed with the City in accordance with the Subdivision Map Act.
- C. The security guaranteeing that the completed work remains satisfactory during the required one-year warranty period may be released upon correction, by Subdivider, of any defects in the work existing at the end of the warranty period.
- D. Monument security may be released in accordance with the provisions of Section 66497 of the Government Code.

In the event that improvements do not conform to the plans and specifications or defects are not corrected within the time limited specified by City, the City shall have the authority to order the necessary work done and to recover the cost of such work, as well as any costs of enforcing such obligation, including attorney fees, from the Subdivider and the Subdivider's surety or the financial institution providing the Instrument of Credit.

3. INSPECTION

City shall inspect all improvements made in connection with said subdivision for compliance with City requirements. Subdivider shall give at least 24 hours' notice to City, including at least one full working day prior to any inspection. Improvements installed without inspection by the City shall be subject to rejection. Subdivider has

deposited with City an amount equal to three (3) percent of the total estimated of the improvements as determined by City to cover the cost of inspection. by the shall in no way relieve the Subdivider or its sureties of full responsibility for defective materials or workmanship.

Neither final inspection nor acceptance of any public improvements for said subdivision will be permitted prior to receipt by City of sufficient monies to cover the cost of testing and inspection exceeding the above deposit.

4. SAFETY

Subdivider shall perform all work in accordance with the applicable sections of Title 8 of the California Administrative Code (CAL OSHA), and the "WATCH" (Work Area Traffic Control Handbook) published by Building News, Inc., and available at the City Engineer's office. Provisions shall be made by Subdivider for protection of the traveling public on all public roads affected by the improvements.

Barricades and related facilities shall be placed in such number and in such locations as for public safety, and at night they shall be equipped with flashing yellow lights. City reserves the right to require and Subdivider shall promptly install or place additional barricades or other facilities to assure public safety if City shall deem the same to be necessary or desirable for public safety. Subdivider is responsible for all liability which may arise out of work herein permitted whether or not public property, and shall indemnify, defend and hold City harmless from any and all claims, damages, or causes of action arising therefrom or related thereto.

5. INSURANCE AND INDEMNITY

The Subdivider shall take and assume all responsibility for the construction of the improvements and the safety of operation in connection therewith. The Subdivider shall bear all losses and damages directly or indirectly resulting to the City, its officers, agents, and employees or others on account of the construction of the improvements, unforeseen difficulties, accidents, or any other causes whatsoever.

The Subdivider shall assume the defense of and indemnify and save harmless the City, its officers, agents, and employees from all claims, loss, damage, injury and liability of every kind, nature, and description, directly or indirectly arising from the construction of the improvements.

Subdivider further agrees that before commencing any work pursuant to this agreement, Subdivider will obtain, and at all times prior to final acceptance of all improvements hereunder, Subdivider will keep in full force and effect, insurance coverage in such limits and amounts, and covering such risks as shall be acceptable to City. In the event that no other requirement is made known to Subdivider, the minimum coverage and limits shall be as follows:

COVERAGE**LIMITS****Workers Compensation****Statutory****Comprehensive General
Liability, including or
separately insuring
liability assumed by
contract****Bodily Injury****\$ 500,000 per person
\$1,000,000 per occurrence****Property Damage****\$ 250,000 per occurrence**

Subdivider shall, prior to commencement of construction work, furnish to City a certificate of insurance, which shall provide that the above insurance shall not be cancelled without thirty (30) days prior written notice to City.

6. AS-BUILTS

Subdivider shall submit one (1) reproducible print (mylar) of the improvements "as-built" to City prior to release of securities.

7. NOTICE OF COMPLETION

City shall record a Notice of Completion with the Merced County Recorder immediately following City's acceptance of the improvements.

8. APPROVALS

This agreement is subject to approval by the City Manager of City as to substance, and by the City Attorney as to form. Any improvement securities tendered hereunder shall be subject to approval by the City Manager as to amount, and by the City Attorney as to form and legal sufficiency.

9. SUCCESSORS AND ASSIGNS

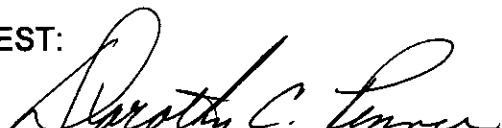
This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

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IN WITNESS WHEREOF, three (3) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

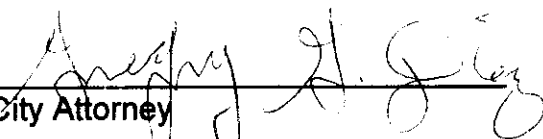
ATTEST:

BY: 
Deputy City Clerk

CITY OF MERCED
A Municipal Corporation

BY: 
City Manager

APPROVED AS TO FORM:

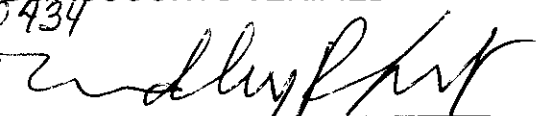
BY: 
City Attorney

SUBDIVIDER:

BY: 
Spalding G. Wathen

BY: 
Della Wathen

FUNDS/ACCOUNTS VERIFIED

210434
BY: 
Finance Office Date

Address: 4470 N. Effie
Fresno CA 93726
Telephone: (559) 226-1646

no funds required 7/1/2000

tl:P:agreements:Mansionette 2 Subdivision Agreement

EXHIBIT A

The securities on this subdivision shall be according to, or equivalent to, either Method 1 or Method 2.

	<u>Method 1</u>		<u>Method 2</u>
	<u>Performance Bond</u>	<u>Labor/Material Bond</u>	<u>Letter of Credit</u>
<u>Credit</u>			
A. Subdivision Improvements, Including Monuments	\$ 476,000.00	\$ 238,000.00	\$ 571,000.00
B. One-Year Warranty	\$ 71,400.00	N.A.	\$ 71,400.00
C. Deferred Work On Sandpiper Avenue	\$140,000.00	\$ 70,000.00	\$ 168,000.00

RECORDING REQUESTED BY:

RETURN TO:

DEBBIE HUIZAR
MERCED CITY PLANNING
678 W. 18TH STREET
MERCED CA 95340

2001-12-18-2
804-2001-431
eff 12-17-2001 1487
~~57293~~
RECORDED BY
CHICAGO TITLE CO.
DEC 21 2001 AT 8:00 am
VOL ~~4338PG 388~~
OFF. RECORDS OF
MERCED COUNTY
CALIFORNIA
JAMES L. BALL
Recorder

RECORDED BY
City of Merced
JAN 09 2002 AT 8:55am
VOL 4352PG 355
OFF. RECORDS OF
MERCED COUNTY
CALIFORNIA
JAMES L. BALL
Recorder
DH

DOCUMENT TITLE(S)

Agreement creating a lien upon real property with Spalding G. Wathen and Della Wathen (Mansionette Estates Unit 2)

THIS AGREEMENT IS BEING RE-RECORDED TO ADD THE MAP INFORMATION TO EXHIBIT "A" & "C".

RECEIVED

JAN 29 2002

PLANNING DEPT.

VOL 4352PG 355
VOL ~~4338PG 388~~

AGREEMENT CREATING A LIEN UPON REAL PROPERTY

THIS AGREEMENT is made this 17th day of Dec., 2001 by and between Spalding G. Wathen and Della Wathen, owners (hereinafter referred to as "Grantor"), and the CITY OF MERCED, a municipal corporation (hereinafter referred to as "Grantee").

WHEREAS, Grantor has applied to the Grantee and obtained a final subdivision map on the property identified in Exhibit A attached hereto and known as Mansionette Estates Unit 2; and

WHEREAS, the State Subdivision Map Act requires that security be provided guaranteeing the installation of public improvements within a subdivision of land; and

WHEREAS, the Grantor has entered into a subdivision agreement wherein it has agreed to install public improvements and defer certain work within its Mansionette Estates Unit 2 subdivision; and

WHEREAS, Grantor desires to grant liens to Grantee against real property described in Exhibit B and Exhibit C as the security required by the Subdivision Map Act and the above-referenced subdivision agreement;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. Grantor hereby grants to Grantee liens in the real property described in Exhibits B and C.
2. The lien created herein in the real property described in Exhibit B is intended to guarantee the installation and the completion of certain and designated public improvements identified in the subdivision agreement and to secure the claim to which reference is made in Title 15 (commencing with section 3082) of Part 4, Division 3 of the Civil Code of the State of California. The lien created herein in the real property described in Exhibit C is to provide security for the deferred work identified in the Subdivision Agreement.
3. The liens created herein shall be superior to all other liens or encumbrances against the real property described in Exhibits B and C.
4. The condition of these liens are such that if the above-named Grantor, its or their heirs or executors, administrators, successor or assigns shall in all things stand to and abide by, and truly keep and perform the covenants, conditions and provisions in said subdivision agreement and any alteration thereof made therein and provided, on its or their part, to be kept and performed at

the time and in the manner therein specified, and in all other respects according to their true intent and meaning, and indemnifies and saves harmless the Grantee, its officers, agents and employees as therein stipulated, then the liens shall become null and void upon recording of a release by the Grantee; otherwise the liens shall remain in full force and effect.

5. As part of the obligation secured hereby and as set forth in the Subdivision Agreement, there shall be included cost and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Grantee in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

6. The lien created in the real property identified in Exhibit B is also provided to guarantee payment to all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the work required by the subdivision agreement, for material furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, and also in case suit or foreclosure is brought upon this lien, to pay costs of reasonable expenses and fees including reasonable attorneys' fees incurred by Grantee in successfully enforcing such obligations.

7. It is hereby expressly stipulated and agreed that the lien created herein shall inure to the benefit and any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4, Division 3 of the Civil Code, so as to give a right of action to them or their assigns to enforce the lien.

8. The Grantor hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the subdivision agreement or the specifications accompanying the same shall in any manner effect Grantor's obligations with respect to this lien, and the Grantor hereby waives notice of any such change, alteration or addition.

9. Grantee, on its part, agrees to accept this lien as the security required by Section 66499 et seq. of the Government Code.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GRANTEE:

GRANTOR:

CITY OF MERCED
A Municipal Corporation

By: *Rudley P. Hunt*
ACTING City Manager

BY: *Spalding G. Wathen*
Spalding G. Wathen
Della Wathen by
Spalding G. Wathen
BY: *attorney in fact*
Della Wathen

ATTEST:

JAMES G. MARSHALL, CITY CLERK

By: *Barbara C. Tanner*
Deputy City Clerk

Address: 4470 N. Effie
Fresno CA 93726
Telephone: (559) 226-1646

APPROVED AS TO FORM:

By: *Brady I. Blahy*
City Attorney

FUNDS/ACCOUNTS VERIFIED

By: *Rudley P. Hunt*
Finance Officer Date

210431

NO funds required 12/18/01 per

tl:P:Agreements:Lien Agreement.Mansionette Unit 2

STATE OF California)
COUNTY OF Merced) SS.

On 12-17-01 before me, Charlene Mitchell

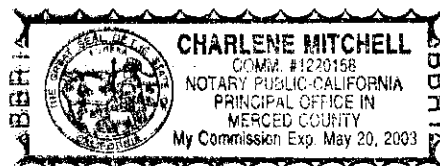
a Notary Public in and for said County and State, personally appeared _____

Spalding G. Watten

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Charlene Mitchell
Signature of Notary



STATE OF _____)
COUNTY OF _____) SS.

On _____ before me, _____

a Notary Public in and for said County and State, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

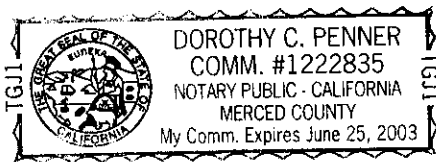
Signature of Notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT


STATE OF CALIFORNIA

COUNTY OF MERCED

On December 18, 2001, before me, Dorothy C. Penner, Notary Public, personally appeared Bradley R. Grant, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS MY HAND AND OFFICIAL SEAL.


(Signature of Notary)

Notary1

EXHIBIT A

LEGAL DESCRIPTION FOR MANSIONETTE ESTATES UNIT NO. 2,
SUBDIVISION APPLICATION NO. 1232, FINAL MAP NO. 5243

Lot numbers 57 through 114 as shown on "MAP OF MANSIONETTE ESTATES UNIT 2"
recorded in Volume 55 of Official Plats, pages 12, 13, and 14, Merced
County Records, containing 16.07 acres, more or less.

EXHIBIT B

LEGAL DESCRIPTION FOR REMAINDER D

Remainder D as shown on "FINAL MAP FOR MANSIONETTE ESTATES UNIT 1"
recorded in Volume 52 of Official Plats, pages 28, 29, and 30, Merced County Records, containing
9.14 acres, more or less

EXHIBIT C

LEGAL DESCRIPTION FOR REMAINDER E

Remainder E as shown on "FINAL MAP FOR MANSIONETTE ESTATES UNIT 2"
recorded in Volume 55 of Official Plats, pages 12, 13, and 14, Merced County Records,
containing 5.29 acres, more or less

LEGEND

- A MONUMENT FOUND AS SHOWN AND ACCREDITED
- MONUMENT FOUND AS SHOWN AND ACCREDITED
- MONUMENT SET 3/4" I.D. IRON PIPE TAPPED WITH R.C.E. 28159
- 264.11 ALL MEASUREMENTS ARE TO THE CENTER OF THE FRACTIONS THEREOF.
- (R1) REFERENCE DATA
- M. C. R. MERCED COUNTY RECORDS
- BOUNDARY LINE
- CR CALCULATED FROM RECORD
- MONUMENT FOUND AS SHOWN AND ACCREDITED
- P PROPOSED
- R.O. ROAD DEDICATION
- (NET) DOES NOT INCLUDE AREAS OF STREET DEDICATION OR STORM DRAINAGE BASIN EASEMENT, UTILITY AND FACILITY EASEMENTS ARE INCLUDED
- (GROSS) ALL FEE TITLE AREAS INCLUDING ALL DEDICATED AREAS
- X SET "X" IN CONCRETE

BASIS OF BEARING

THE BEARING OF N074°29'E, ALONG "G" STREET AS SHOWN ON A PARCEL MAP FOR SPALDING G. WATKINS, RECORDED IN VOLUME 84, PARCEL MAPS, MERCED COUNTY RECORDS, IS THE BASIS FOR ALL BEARINGS SHOWN ON THIS MAP.

REFERENCES

- (R1) PARCEL MAP FOR SPALDING G. WATKINS, RECORDED IN VOLUME 84, PARCEL MAPS, PAGES 28 & 29, M.C.R.
- (R2) PARCEL MAP FOR SPALDING G. WATKINS, RECORDED IN VOLUME 85, PARCEL MAPS, PAGE 42, M.C.R.
- (R3) RECORD OF SURVEY FOR MERCED CO. ASSOC. OF CONSUMERS, RECORDED IN VOLUME 18, SURVEYS, PAGE 43 THROUGH 48, M.C.R.
- (R4) RECORD OF SURVEY FOR SPALDING G. WATKINS, RECORDED IN VOLUME 18, SURVEYS, AT PAGE 38, M.C.R.
- (R5) PARCEL MAP FOR SPALDING G. WATKINS, RECORDED IN VOLUME 50, PARCEL MAPS, PAGE 15, M.C.R.
- (R6) PARCEL MAP FOR MERRY HOSPITAL, RECORDED IN VOLUME 86, PARCEL MAPS, PAGE 48, M.C.R.

CITY OF MERCED FINAL MAP NO. 5233

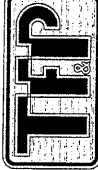
FINAL MAP FOR MANSIONETTE ESTATES UNIT 1

BEING A SUBDIVISION OF A PORTION OF PARCEL 2 AS SHOWN ON "PARCEL MAP FOR SPALDING G. WATKINS", RECORDED IN VOLUME 84 OF PARCEL MAPS AT PAGES 28 & 29, MERCED COUNTY RECORDS.

SECTION 8 T.7 S., R. 14 E., M.D.B. & M. MERCED COUNTY, CALIFORNIA

TOLLADAY FREMMING & PARSON

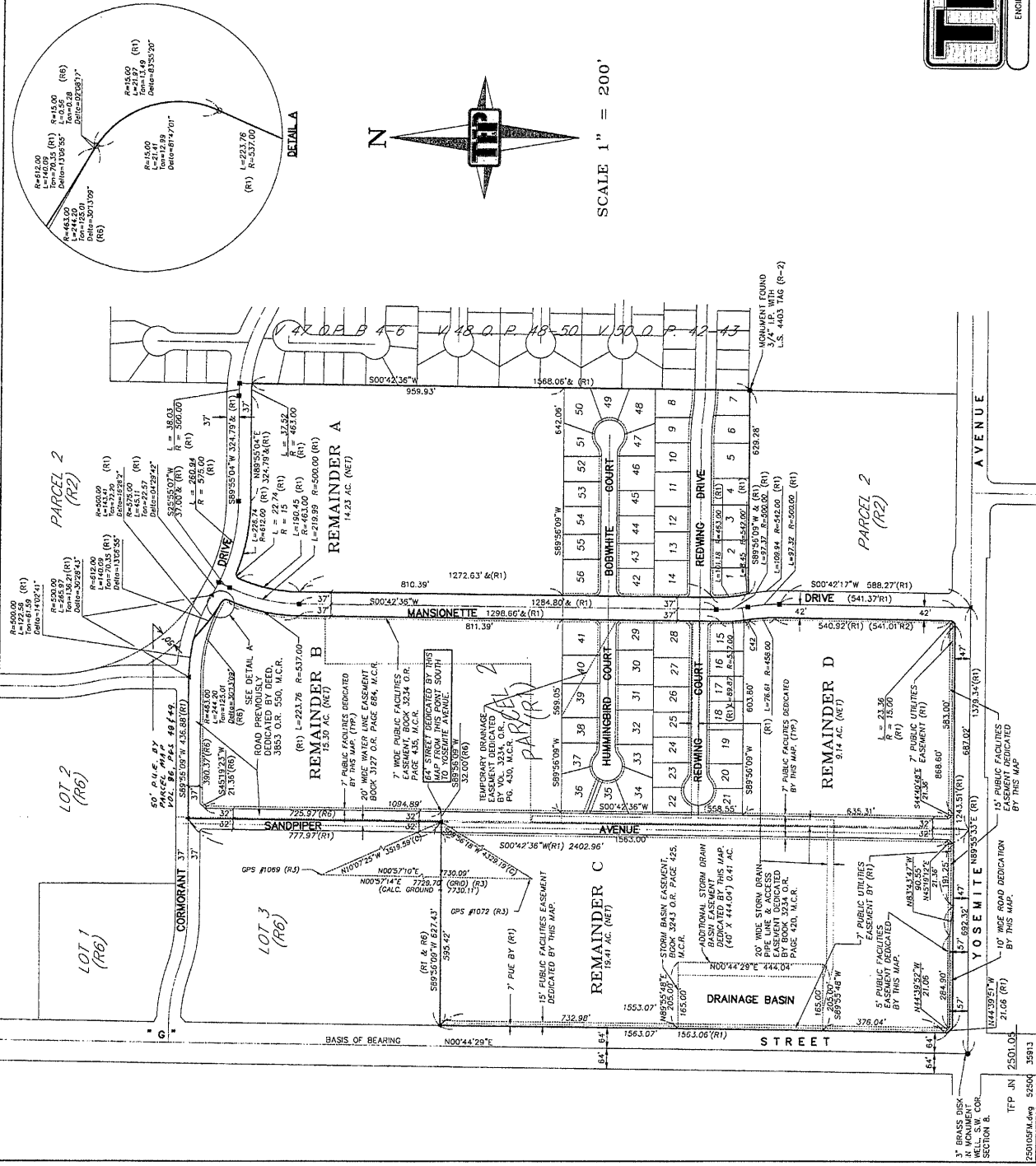
118 PARK AVENUE
MERCED, CA 95348-3421
TEL (209) 723-2068



ENGINEERS - SURVEYORS - DESIGNERS - PLANNERS

SHEET 2 OF 3

VOLUME 52
PAGE 29



RECORDING REQUESTED BY:

City of Merced, A California Charter
Municipal Corporation

WHEN RECORDED MAIL TO:

City of Merced
City Clerk's Office
678 West 18th Street
Merced, California 95340

(Above for Recorder's Use Only)

RELEASE OF LIEN UPON REAL PROPERTY

WHEREAS, on December 17, 2001, Spaulding G. Wathen and Della Wathen (hereinafter referred to as "Grantor") and the City of Merced, a California Charter Municipal Corporation (hereinafter referred to as "Grantee") entered into an Agreement Creating Lien Upon Real Property (hereinafter referred to as "Agreement") which was recorded as VOLUME 4325 PAGE 355 et seq., Official Records of Merced County on January 9, 2002; and

WHEREAS, Grantor has satisfied the conditions for the release of lien upon the property described in Section 2 of said Agreement for deferred work identified in the Subdivision Agreement for Mansionette Estates, Unit 2.

NOW THEREFORE, the Grantee hereby releases all of its right, title, and interest to the lien in the real property described in Exhibit "A" attached hereto.

CITY OF MERCED
A California Charter Municipal
Corporation

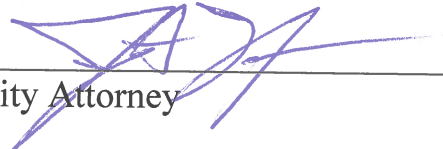
BY: _____
City Manager

ATTEST:
STEVE, CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

A handwritten signature in blue ink, appearing to be 'ADJ', is written over the line for the City Attorney.

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

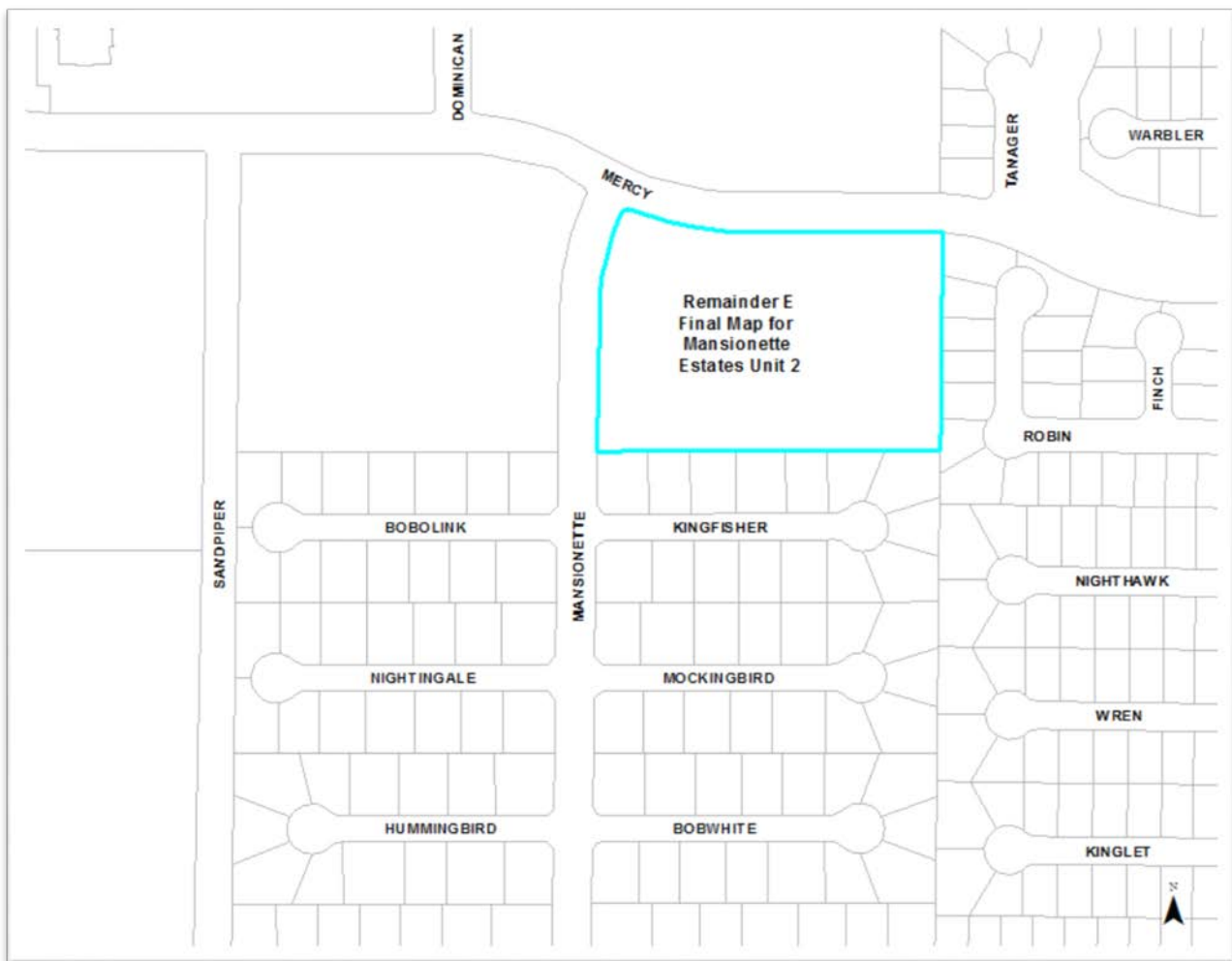
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION

Remainder E containing 5.92 acres as shown on “Final Map for Mansionette Estates Unit 2” recorded in Volume 55 of Official Plats, Page 12, 13, and 14, Merced County Records.





ADMINISTRATIVE REPORT

Agenda Item H.8.

Meeting Date: 1/3/2017

Report Prepared by: *Jacob Struble, Police Lieutenant, Merced Police Department*

SUBJECT: Annual Martin Luther King Jr. Community March and Celebration

REPORT IN BRIEF

Authorizes the use of City streets for the Annual Martin Luther King March and Celebration.

RECOMMENDATION

City Council - Adopt a motion approving the request by Tamara Cobb and The Martin Luther King Jr. Celebration Committee to close Martin Luther King Jr. Way from West 24th Street to West 8th Street on Monday, January 16, 2017; in order to hold a march and parade as part of a community celebration.

ALTERNATIVES

1. Approve, as recommended by staff or,
2. Approve, subject to modifications recommended by Council; or,
3. Deny; or,
4. Refer to staff for reconsideration of specific items.

AUTHORITY

Charter of the City of Merced, Section 200
City of Merced Municipal Code Section 12.42.010
State of California Vehicle Code Section 21101(e)

CITY COUNCIL PRIORITIES

"As provided for in the 2016-17 Adopted Budget"

DISCUSSION

The march honoring Dr. Martin Luther King Jr. is part of a community-wide celebration that honors Dr. King's leadership, vision and accomplishments.

The march will be held on the local street that was renamed to honor Dr. King, "Martin Luther King Jr. Way." The march will begin on West 24th Street and end at the entrance to the Merced County Fairgrounds that is located on West 8th Street where it intersects with Martin Luther King Jr. Way.

The attached Street Closure request was received from Tamara Cobb and the Martin Luther King Jr.

Celebration Committee on December 5, 2017. The request is to temporarily close West 24th Street between "K" Street and "I" Street from 9:00 a.m. to 11:00 a.m. to organize and stage the parade participants.

Additionally, the request is to close Martin Luther King Jr. Way/State Highway 59 between 24th Street and West 8th Street for the parade route.

The parade will start at 10:00 am and will end at approximately 1:00 pm at the 8th Street entrance to the Merced County Fairgrounds.

The businesses and residences along the march-route should receive ample notification of the event. Chairperson Tamara Cobb and the Martin Luther King Jr. Celebration Committee will be responsible for notifying the businesses and residents along the march-route.

A completed Cal Trans "Encroachment Permit Application" was submitted to Cal Trans on December 14, 2016. Cal Trans will review the application and should approve the encroachment permit contingent upon all ramp and road closures being accomplished in accordance with guidelines provided by Cal- Trans. This is an annual event that has had an encroachment permit issued every year.

As required by the Encroachment Permit, the California Highway Patrol, Cal-Trans and the Merced Police Department will provide traffic control services for the event.

Any additional City services that are needed will be requested separately and from the appropriate departments.

1. By applying for the street closure request, the Permittee shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

2. Prior to engaging in the event, Event Sponsor shall provide the City with a Certificate of Liability Insurance evidencing coverage in an amount of no less than \$500,000.00 for property damage and \$500,000.00 for personal injury or a minimum combined single limit coverage of \$500,000.00. 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 worker's compensation insurance shall be provided with a limit of at least \$100,000.00 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 cases, 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.

6. Event Sponsor shall be responsible for removing all equipment and disposing of any trash and debris within and around the closure areas 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 services by contacting Public Works at (209) 385-6800.

8. 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.

9. No alcoholic beverages may be served or sold at this event.

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

IMPACT ON CITY RESOURCES

Police Department staffing for this event consists of:

1. One Sergeant (on-duty)
2. Four Senior Police Officers/SROs (on duty)
3. One Police Reserve

4. Three Citizen Volunteers
5. Four Senior Police Officers (on overtime)
6. Twenty Police Explorer Scouts
7. Four Adult Civilian Explorer Scout Advisors (Volunteers)

The Merced Police Department will utilize approximately one (1) Police Sergeants, eight (8) Police Officers, one (1) police reserve officer, three (3) Citizen Volunteers and if available, twenty (20) Police Explorer Scouts and four (4) Adult Civilian Explorer Scout Advisors to conduct traffic control for this event. It is anticipated that four (4) officers will be working the detail on overtime with an approximate cost of \$1,279.56(which includes salary and benefits). If Explorer Scouts are available to work this detail, the City would save approximately \$6,397.80 in wages for officers that would otherwise be called to work the event.

ATTACHMENTS

1. City of Merced Street Closure Application
2. Certificate of Insurance
3. 2017 MLK March Route



STREET CLOSURE APPLICATION REQUIRING CITY COUNCIL APPROVAL (OVER 400 FEET).



\$303.00 FEE (Make check payable to City of Merced)

RECEIPT NO. _____

CHECKLIST:

Prior to submitting your application, please confirm by checking (☒) the boxes below that all the following have been completed.

- _____ Have you completed the "Description of Event" below and signed the application on page 3? (Incomplete information may delay your application.)
- _____ Have you allowed at least 8-10 weeks prior to the event for your application to be placed on a City Council agenda?
- _____ Have you obtained the required insurance and do you have proof of that insurance to submit with your application? (See "Insurance" section on page 3 for details)
- _____ Has the Indemnification Agreement on page 3 of this application been signed by an authorized representative of the sponsoring organization?

After obtaining approval from the City but prior to the event, please make sure you have done the following:

- _____ Have you read the conditions of approval and is your event prepared to abide by all conditions?
- _____ Have you given public notice of the street closure to all the surrounding businesses within ½ mile at least 72 hours prior to the event as required in Condition #2 below? A form is provided at page 6 which can be used to inform the public. A copy of the form should be signed and returned to the Planning Division at least 24 hours before your event affirming that notice has been given per the above requirements.
- _____ Have you posted "No Parking" at least 24 hours prior to the event as required in Condition #1 below and using the standards outlined on page 5?
- _____ Have you arranged for "Special Event" City Refuse Service by calling 385-6800?
- _____ Have you made arrangements for any temporary barricades? (The City does NOT provide the barricades for street closures.)
- A _____ Have you made arrangements for supplying any necessary electricity to your event? (Plugging outlets into City light poles is NOT allowed unless prior approval is obtained. Please call City Public Works at 385-6800 for additional information.)
- NA _____ If you are selling alcohol at your event, have you obtained an Alcoholic Beverage Control (ABC) license or permit for this event?

DESCRIPTION OF EVENT:

APPLICANT/EVENT SPONSOR Tamara Cobb - MLK MARCH

CONTACT PERSON Tamara Cobb PHONE [REDACTED]

ADDRESS [REDACTED] Merced CA

DRIVER'S LICENSE NO. [REDACTED] E-MAIL [REDACTED]

DESCRIPTION OF EVENT (Continued):

DESCRIPTION OF EVENT (include equipment, obstructions, etc., to be placed in the encroachment area)

22ND Annual MLK MARCH - FROM ANTHURK TO MERCED COUNTY FAIRGROUND
10am - 12pm

THIS EVENT WILL SELL OR SERVE ALCOHOL: Yes _____ or No ✓

ESTIMATED NUMBER OF PEOPLE IN ATTENDANCE 700-1000

DATE(S) OF EVENT 1/14/17 HOURS 10a.m - 12p.m.

LIST ALL STREETS PROPOSED FOR CLOSURE:

Martin Luther King

(PLEASE ATTACH A MAP TO IDENTIFY PARADE ROUTES, STREET CLOSURES, AND ANY OBSTRUCTIONS TO BE PLACED WITHIN THE RIGHT-OF-WAY)

STANDARD CONDITIONS FOR STREET/PARKING LOT CLOSURES/PARADES

1. Event Sponsor shall be responsible for placing and removing traffic barricades and posting of parking restrictions. "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)—see page 5.
2. Event Sponsor shall contact all businesses affected by the street/parking lot closure or parade advising them of hours, conditions and reason thereof within one-half mile of the encroachment area at least seventy-two (72) hours prior to the event. Event Sponsor shall provide the City confirmation that the proper notification was given. (A form is provided on page 6 to help the applicant with this requirement.)
3. Event Sponsor must remove all equipment, trash and debris, including "no parking" signs, generated by the event prior to the expiration of the encroachment permit.
4. Street closures shall not include major arterial streets.
5. Supervision/security shall be provided by event sponsor to ensure the safety of event participants and the public if required by the Police Department.
6. Event Sponsor shall pay for any City services required for supervision/security.
7. Alcoholic beverages may be served or sold, subject to Alcoholic Beverage Control Licensing Requirements, and subject to the Liquor Liability Insurance Policy of the City (see page 4).
8. Provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.
9. Event Sponsor shall be responsible for insuring that all vendors involved with the event obtain a City of Merced business license.
10. The applicant shall arrange and pay for special event City Refuse service by contacting Public Works at (209) 385-6800.
11. The applicant shall comply with the Indemnification and Insurance provisions as outlined on page 3 of this application.
12. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path into and through the closure area at all times via movable barriers. Fire hydrant access shall not be blocked at any time whatsoever.
13. _____
14. _____

(Additional conditions may be imposed as deemed necessary)

INDEMNIFICATION: Event Sponsor shall indemnify, protect, defend, (with counsel selected by the City) save and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

INSURANCE: Prior to engaging in the event, Event Sponsor shall complete and file with the City a special events, general liability and automobile policy of at least \$500,000 combined limit for bodily injury and property damage which covers the entire event. 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 special events, general liability and automobile coverage, naming the City and its officers, agents, and employees 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.

REFUSAL OR REVOCATION OF PERMIT: 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.

The undersigned declares under penalty of perjury that he/she has the authority to sign for and bind the Event Sponsor to the conditions imposed by the City upon the granting of this Application.

Signature: Tamara Cobb
Print Name: Tamara Cobb
Date: 12/3/16

OFFICE USE

APPLICATION APPROVED SUBJECT TO CONDITIONS _____

BY _____
Development Services Department (385-6858)

DATE _____

BY _____
Merced Police Department (385-6912)

DATE _____

BY _____
Merced Fire Department (385-6891)

DATE _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2016

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

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

PRODUCER Fluetsch and Busby Insurance PO Box 780 Merced, CA 95341 License #: 0358327	CONTACT NAME: Karla Wainwright	
	PHONE (A/C, No, Ext): (209)722-1541 FAX (A/C, No): (209)723-8189	
	E-MAIL ADDRESS: karla@fandb1912.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 00000000-82274 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	6605068L42416	07/06/2016	07/06/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Regarding insureds normal business operations. Regarding The Martin Luther King Parade.
City of Merced, its officers, agents and employees and Volunteer's are named as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Merced, its officers, agents and employees and Volunteer's 678 W 18th St Merced, CA 95340	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Karla Wainwright</i> (KDW)

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POLICY NUMBER: X-660-5068L424-TIL-16

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 06-10-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHARITY FIRST – AMENDMENT OF COVERAGE – WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization (Additional Insured):

City of Merced, its officers, agents and employees and Volunteer's are included as additional insured.

Designation Of Premises (Part Leased to You)

City of Merced

WHO IS AN INSURED (Section II) is amended to include as an insured:

- A.** Your members and volunteers but only with respect to their liability for your activities or activities they perform on your behalf;
- B.** Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf; and
- C.** Person(s) or organization(s), whether or not shown in the Schedule above, but only with respect to their liability arising out of:
 - 1. Their financial control over you;
 - 2. Their requirements for certain performance placed upon you, as a non-profit organiza-

tion, in consideration for funding or financial contributions you receive from them;

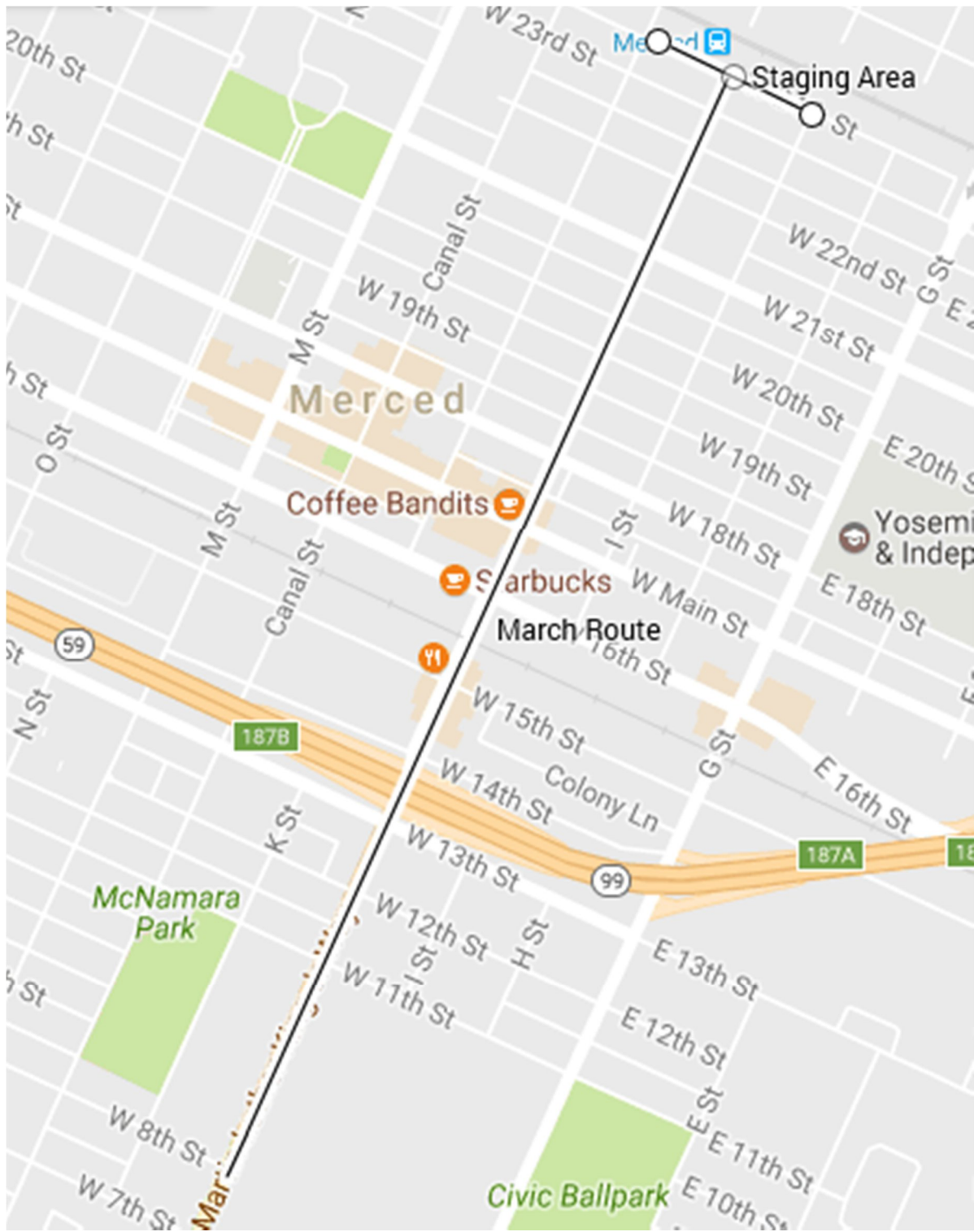
- 3. The ownership, maintenance or use of that part of a premises leased to you; or
- 4. "Your work" for that insured by or for you.

As respects Part C.3. above, this insurance does not apply to:

- (a) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s); or
- (b) Any "occurrence" which takes place after you cease to be a tenant in that premises.

2017 Martin Luther King Jr. March

January 16, 2017





ADMINISTRATIVE REPORT

Agenda Item H.9.

Meeting Date: 1/3/2017

Report Prepared by: *Billy Alcorn, Deputy Chief, Merced Fire Department*

SUBJECT: Supplemental General Fund Appropriation of \$35,000 to Purchase Secured Fencing Around Fire Station 53.

REPORT IN BRIEF

Authorizing a Supplemental Appropriation from the General Fund unreserved fund balance in the amount of \$35,000 for a secured fence around Fire Station 53.

RECOMMENDATION

City Council - Adopt a motion authorizing a supplemental appropriation from the General Fund unreserved fund balance in the amount of \$35,000 in account 001-0901-627.65-00 to build a fence around Fire Station 53 to provide necessary station security.

ALTERNATIVES

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

AUTHORITY

Merced City Charter Section 200- Powers of the City

Merced City Charter Section 1105 Budget Appropriations (five affirmative votes required)

CITY COUNCIL PRIORITIES

Employee and City Facilities Security.

DISCUSSION

Fire stations can be inviting target for burglary and vandalism crimes because of the expensive equipment and supplies, both firefighting and non-firefighting in nature, located in the station. In addition, it can be challenging to secure personal vehicles belonging to the public and City employees while they are parked at the fire stations. Each of our firefighting personnel park their personal vehicles in the designated parking area of each fire station. Out of the five stations located throughout the City of Merced, four of these stations have secured fencing around the back or designated parking area of each station. While we have had individuals jump the fences in the past or make an attempt to break-in, the fence has provided adequate security to delay or deter their

attempts.

Fire station 53, which is located at 800 Loughborough Drive, is the only fire station in the City of Merced that does not have secured fencing around the rear of the station. Located in the rear of the station is the personal parking area, storage shed, fuel station, and access to the fire station through apparatus bay doors. Over the last six months, this station has seen an increase in challenges that have necessitated the need to implement security at this station. One of our firefighters had his vehicle tagged with spray paint during the middle of the night, while another had his personal belongings stolen from the cab of his vehicle while the engine company was committed to an emergency incident. Additionally, the personnel located at this station have seen an increase in foot traffic through the rear of the station. This includes people rummaging through the dumpster, walking across the driveway as the engine is pulling into the station, and people sleeping between the station and the storage shed. Unfortunately, the crews at this station have also found individuals shooting heroin behind the station, amongst other illegal type of activities.

As a firefighter, one of the greatest joys of our profession is public interaction. Therefore, we need to ensure the most balanced approach in keeping our stations inviting to the public but not inviting to criminal activity. Securing this location with a fence around the rear of the station would be the recommended approach to add the necessary station security while still allowing the fire station to be inviting to the public. The completion of this project will not exceed \$35,000.

IMPACT ON CITY RESOURCES

A supplemental appropriation from the General Fund unreserved fund balance in the amount of \$35,000 is required to build a fence around Fire Station 53 to add the necessary station security.



ADMINISTRATIVE REPORT

Agenda Item I.1.

Meeting Date: 1/3/2017

Report Prepared by: Robyn Stiles, Management Analyst, Public Works Department

SUBJECT: Adoption of a Resolution for an Exemption to CalPERS 180-Day Wait Period Pursuant to Government Code Sections 7522.56 and 21224

REPORT IN BRIEF

Adoption of a resolution approving the hiring of RuthAnne Harbison as an extra-help retired annuitant to perform the duties of the GIS Coordinator under Government Code sections 7522.56 and 21224, effective January 9, 2016.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2017-01**, a Resolution of the City Council of the City of Merced, for exemption to the CALPERS 180-day wait period pursuant to Government Code sections 7522.56 and 21224.

ALTERNATIVES

1. Approve as recommended; or
2. Deny; or
3. Take no action.

AUTHORITY

Section 200 of the City of Merced Charter.
California Government Code sections 7522.56 and 21224.

CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget.

DISCUSSION

California Government Code section 7522.56, subdivision (f)(1) provides that a CalPERS retiree is not eligible to work for a CalPERS employer for a period of 180 days following the date of their retirement unless an exception applies. One such exception allows the 180-day waiting period to be waived if the retired employee is needed to fill a critically-necessary position and the employee has the specialized skills and knowledge for the position. Under this circumstance, the retired employee can be hired before the expiration of the 180-day waiting period if the governing body of the CalPERS agency certifies through the adoption of a resolution that the appointment is necessary to fill a critical need. Additional requirements for the post-retirement employment include:

- The retired employee can only work for a limited duration and must be hired into a retired annuitant or part-time temporary/extra-help position (not a permanent part-time position);
- The retired employee can only work 960 hours in a fiscal year (July 1 to June 30);
- The retired employee can only be paid an hourly compensation without benefits or any additional or special compensation;
- The compensation paid to the retired employee must be an hourly rate that is not greater than nor less than the hourly rate on the salary schedule for the equivalent position; and,
- The appointment of the employee must be made by the governing body at a public meeting and the appointment cannot be placed on a consent calendar.

RuthAnne Harbison retired from the City effective December 31, 2016. Ms. Harbison worked for the City as the GIS Coordinator for 13 years. The GIS Coordinator has supported the Police Department and Fire Department for dispatching resources to emergency Public Safety situations since 2009.

The City of Merced Police Department uses New World Systems (NWS) for all areas of the department. In 2009, NWS was upgraded to the Windows version and GIS became the base for dispatching Police and Fire; and for Police records. The GIS data provides several layers of information including roads, addresses, parcels, police beats, fire quadrants which are the most important, as well as several others, for staff to use as resource information. All of this data is maintained in the City's GIS data and updated on a regular basis into NWS. Maintaining the GIS data and updating NWS is mission critical for the City to dispatch emergency resources to citizens when or as needed. As the GIS Coordinator, Ms. Harbison has been involved with this project since 2009 and is the only employee that has the knowledge for maintaining the GIS data in NWS.

Ms. Harbison also maintains GIS data received on a monthly basis from Merced County Association of Governments. This involves removing the previous month's update and installing the newest data for all departments and divisions. This data is used in maps and reports for the council by several departments.

The attached resolution authorizes the City Council to take the required action to allow Ms. Harbison to be hired as an extra help GIS Coordinator on or after January 9, 2017, which is before the expiration of her 180-day post-retirement wait period. As set forth in further detail in the attached resolution, Ms. Harbison will be paid on an hourly basis within the same hourly range as other employees performing the same duties. Moreover, her hours will not exceed 960 hours in a fiscal year and no other benefits will be paid or provided.

Approval of the attached resolution is therefore requested to waive the 180-day waiting period to allow the City to hire Ms. Harbison on or after January 9, 2017, to await the start date of the new GIS coordinator pending their security background check, fingerprinting and physical examination.

IMPACT ON CITY RESOURCES

Funds are available in the 2016/2017 Public Works Budget to cover this temporary cost; no additional

funding is needed.

ATTACHMENTS

1. Resolution No. 2017-01
2. Personnel Action Form - Harbison
3. Salary Schedule - GIS Coordinator

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA, FOR
EXEMPTION TO THE 180-DAY WAIT PERIOD
GOVERNMENT CODE SECTIONS 7522.56 &
21224**

WHEREAS, in compliance with Government Code section 7522.56 the City Council of the City of Merced must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, RuthAnne Harbison retired from City of Merced in the position of GIS Coordinator, effective December 31, 2016; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 29, 2017, without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City of Merced and RuthAnne Harbison certify that RuthAnne Harbison has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council hereby appoints RuthAnne Harbison as an extra help retired annuitant to perform the duties of Temporary GIS Coordinator for the City of Merced under Government Code section 21224, effective January 9, 2017; and

WHEREAS, the entire employment agreement, contract or appointment document between RuthAnne Harbison and the City of Merced has been reviewed by this body and is attached herein; and,

WHEREAS, the matters, issues, terms or conditions related to this employment and appointment have not and will not be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year;
and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$76,445.88 and the hourly equivalent is \$36.7529, and the minimum base salary for this position is \$62,892.36 and the hourly equivalent is \$30.2368; and

WHEREAS, the hourly rate paid to RuthAnne Harbison will be \$36.7529;
and

WHEREAS, RuthAnne Harbison has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

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

SECTION 1. The City Council of the City of Merced hereby certifies the nature of the appointment of Ruthanne Harbison as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of GIS Coordinator for the City of Merced by January 9, 2017. The City's GIS Coordinator is integral to the City's public safety operations. The City's GIS Coordinator assists the City's Police and Fire Departments with dispatching public safety resources to emergency situations within the City. The City uses a Windows version of New World Systems (NWS) and the City's GIS mapping is the base for dispatching Police and Fire resources and for storing police incident reports. The GIS data provides several layers of information including roads, addresses, parcels, police beats, fire quadrants which are the most important as well as several others for staff to use as resource information. All of this data is maintained in the City's GIS data and is updated on a regular basis into NWS. Maintaining the GIS data and updating NWS is mission critical for the city to get emergency resources to citizens when they are needed. RuthAnne Harbison served as the City's GIS Coordinator since August 18, 2003 and is the only current employee who has the ability to maintain the GIS data in NWS. A recruitment has been completed for

the position of GIS Coordinator and Ms. Harbison's replacement has been selected. However, the City's selected candidate for this position still needs to complete a police and fire background check prior to commencing employment with the City. Moreover, after position of GIS Coordinator is filled, the City desires to have Ms. Harbison train the new employee to teach the employee agency and city specific information and processes. Ms. Harbison has unique understanding and expertise with the City's mapping and software programs; there is no other City employee who can fulfill these transition and training functions.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2017, 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:

Kelley Fincher 12/16/16
City Attorney Date

ACTION: ☐ New Hire ☐ Rehire ☐ Separation ☒ Status Change ☐ Other (Remarks required)

EE # 240

UNIT MM

FUND DEPT#029-1102-531

PAY PERIOD 1

Last Day Paid

Leave End Date:

Range/Pay Step 832/5

Range/Pay Step

Biweekly: \$2940.23

Hourly: \$36.7529

DATE: 12-16-16

DATE:

DATE:

DATE:

☐ Department

JOB CLASS/RANGE/B.U./TITLE	1	2	3	4	5
	7396.56	7766.41	8154.74	8562.45	8990.60
04575 746 MS	3413.80	3584.50	3763.73	3951.90	4149.51
FIRE BATTALION CHIEF - 56	30.4804	32.0045	33.6047	35.2848	37.0492
	5812.34	6102.98	6408.13	6728.51	7064.91
04580 497 FD	2682.62	2816.76	2957.60	3105.47	3260.73
FIRE CAPTAIN - 56 HR	23.9520	25.1496	26.4071	27.7274	29.1137
	9817.27	10308.13	10823.56	11364.73	11932.96
04590 892 MX	4531.05	4757.60	4995.49	5245.26	5507.52
FIRE CHIEF	56.6381	59.4700	62.4436	65.5658	68.8440
	9028.45	9479.90	9953.88	10451.56	10974.14
04595 850 MM	4166.98	4375.34	4594.10	4823.80	5064.99
FIRE DEPUTY CHIEF	52.0872	54.6917	57.4262	60.2975	63.3124
	5049.54	5302.02	5567.12	5845.47	6137.77
04610 477 FD	2330.56	2447.09	2569.44	2697.91	2832.82
FIRE ENGINEER - 56	20.8086	21.8490	22.9414	24.0885	25.2930
	4387.15	4606.48	4836.82	5078.64	5332.62
04620 467 FD	2024.84	2126.07	2232.38	2343.99	2461.21
FIRE FIGHTER - 56	18.0789	18.9828	19.9320	20.9285	21.9751
	4355.67	4573.44	4802.11	5042.22	5294.33
04623 416 WC	2010.31	2110.82	2216.36	2327.18	2443.54
FIRE INSPECTOR I	25.1289	26.3853	27.7045	29.0897	30.5442
	4802.07	5042.18	5294.27	5558.99	5836.95
04624 420 WC	2216.34	2327.16	2443.51	2565.69	2693.98
FIRE INSPECTOR II	27.7043	29.0895	30.5439	32.0711	33.6748
	3952.06	4149.68	4357.14	4575.00	4803.78
04625 396 WC	1824.03	1915.24	2010.99	2111.54	2217.13
FIRE INSPECTOR TRAINEE	22.8004	23.9405	25.1374	26.3943	27.7141
	9028.45	9479.90	9953.88	10451.56	10974.14
04628 850 MM	4166.98	4375.34	4594.10	4823.80	5064.99
FIRE MARSHAL	52.0872	54.6917	57.4262	60.2975	63.3124
	4717.31	4953.19	5200.84	5460.91	5733.93
04660 182 BC	2177.22	2286.09	2400.39	2520.42	2646.43
FLEET MAINTENANCE LEAD WORKER	27.2153	28.5761	30.0049	31.5052	33.0804
	5241.03	5503.07	5778.26	6067.14	6370.49
04725 832 MM	2418.94	2539.88	2666.89	2800.22	2940.23
GIS COORDINATOR	30.2368	31.7485	33.3361	35.0027	36.7529
	3651.28	3833.85	4025.53	4226.82	4438.15
04726 381 WC	1685.21	1769.47	1857.94	1950.84	2048.38
GIS DATA SYSTEMS TECHNICIAN	21.0651	22.1184	23.2243	24.3855	25.6048
	4367.32	4585.68	4814.98	5055.72	5308.50
04777 358 WC	2015.69	2116.47	2222.30	2333.41	2450.08
HOUSING FINANCE SPECIALIST	25.1961	26.4559	27.7788	29.1676	30.6260



ADMINISTRATIVE REPORT

Agenda Item I.2.

Meeting Date: 1/3/2017

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

SUBJECT: City Council Appointment to Splash Park Naming Selection Committee

REPORT IN BRIEF

Appoint two City Council members to the committee designated to review written requests for the naming of City parks and facilities.

RECOMMENDATION

City Council- Adopt a motion selecting two Council members to serve with the Recreation and Parks Commission on the Splash Park Naming Selection Committee to consider naming the splash park in Stephen Leonard Park after Marci Stenberg.

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

Administration Policy #A-20 provides uniform general guidelines for the determination of names for public facilities acquired, built, established or installed by the City of Merced.

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget

DISCUSSION

On July 7, 2003, an Administrative Policy was put in place for the naming of all City parks, recreation areas, facilities and Redevelopment Agency facilities.

The procedure requires that all written request for naming a park or facility must be reviewed by the Selection Committee, which is comprised of the Recreation and Parks Commission and two

appointed members of the City Council. The Selection Committee must also offer the opportunity for public input on the proposed naming at a published public hearing. After considering the request and all public input, the Committee will make a recommendation to the City Council.

The next Recreation and Parks Commission meeting is Monday, January 23, 2017.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed

ATTACHMENTS

1. Administrative policy and application for naming

ADMINISTRATIVE POLICIES AND PROCEDURES

SUBJECT: PROCEDURES FOR NAMING CITY PARKS, RECREATION AREAS, AND FACILITIES AND REDEVELOPMENT AGENCY FACILITIES

EFFECTIVE : July 7, 2003

Supersedes: Policy for Naming Parks 2/96

Purpose:

The purpose of this policy is to provide uniform guidelines for the determination of names for parks and public facilities acquired, built, established, or installed by the City of Merced and/or the Merced Redevelopment Agency.

Objectives:

1. Ensure that parks, recreational areas, and facilities and Redevelopment Agency facilities are easily identified and located.
2. Ensure that names designated for parks, recreational areas and facilities and Redevelopment Agency facilities are consistent with the values and character of the area or neighborhood served.
3. Encourage public participation in the naming, renaming and dedication of parks, recreation areas and facilities and Redevelopment Agency facilities.
4. Encourages the dedication of lands, facilities, or donations by individuals and/or groups.

Definition:

Parks, recreation areas, and facilities and Redevelopment Agency facilities includes all property assets under the City's ownership and control; including buildings, structures, open spaces, public parks, natural areas, wetlands, environmental habitat and land.

Criteria:

The policy of the City of Merced is to name parks, recreation areas, and facilities and Redevelopment Agency facilities through an adopted process utilizing established criteria emphasizing community values and character, local history, geography, environment, civics and service unique to the community of Merced. The following criteria shall be used in determining the appropriateness of the naming designation:

1. Geographic location (neighborhood, significant areas, etc.).
2. Natural features.
3. A person (living or deceased) with historical or cultural significance.
4. A person/ group (living or deceased), with feature particularly identified with the land or facility.

Standards

1. The process to name parks, recreation areas, and facilities and Redevelopment Agency facilities shall not begin until after the City has acquired title to the land and/or formally accepted the dedication.
2. Conditions of property donation as agreed upon by the donor and the City shall be honored regarding the naming of the parks, recreation areas, and facilities and Redevelopment Agency facilities subject to these adopted policies.
3. Names that are similar to existing parks, properties or facilities in the City system (or other systems in the metro area) should not be considered in order to minimize confusion.
4. The City reserves the right to change the name of any City/Redevelopment Agency facility to maintain consistency with these policies.

Procedure:

Naming of City parks, recreation areas, and facilities and Redevelopment Agency facilities:

1. A request for naming of a park, recreational area, or facility and Redevelopment Agency facility shall be submitted in writing. Voice mail and emails will not be accepted.
2. Those submitting a naming request should show how the proposed name is consistent with the criteria stated in this policy.

3. When naming after a person or persons, the application will describe the contributions to the City of Merced. Written documentation of approval by next of kin of person to be honored (if available/possible) is required as part of the proposal.
4. A request for naming of parks, recreation areas, and facilities and Redevelopment Agency facilities shall be submitted in writing to the Director of Parks and Community Services. The Recreation and Park Commission and two appointed City Council members shall review all written requests for naming of parks, recreation areas or facilities or Redevelopment Agency facilities as the Selection Committee.
5. A request for naming other City/Redevelopment Agency Facilities shall be submitted to Department Head of the lead City department involved with the project. Two City Council members, the City Manager, and a maximum of three (3) other members shall form the Selection Committee to review all requests for naming all other City/Redevelopment Agency facilities.
6. City staff shall review the written proposal for adherence to the stated criteria and authentication of statements relative to contributions in the case of an individual before forwarding the request to the Recreation and Parks Commission and/or the Selection Committee of City Council members, City Manager, and other members. If the request is incomplete, staff will contact the applicant, in writing, and provide them with the opportunity to resubmit a revised request.
7. The Recreation and Parks Commission/Selection Committee (s) will offer the opportunity for public input on the proposed naming at a published public hearing.
8. The Recreation and Parks Commission/Selection Committee (s) shall forward their recommendation (s) to the City Council for the final decision.
9. The Recreation and Parks Commission/Selection Committee can initiate the naming process without a public request and whenever deemed necessary and/or in the best interest of the City of Merced; following the established criteria.

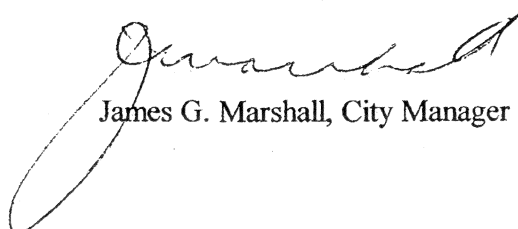
Standards for Renaming of City Parks, Recreation Areas and Facilities or Redevelopment Agency Facilities

1. Renaming of parks, recreation areas, and facilities and Redevelopment Agency facilities carries with it a much greater burden of process compared to the initial naming. Tradition and continuity of name and community

identification are important community values. Each application must meet the criteria in this policy, but meeting all criteria does not ensure renaming.

2. A request for renaming of a park, recreational area, or facility or Redevelopment Agency facility shall be submitted in writing to the Parks and Community Services Department or the specific Department Head of the lead City department involved with the project.
3. The request shall include the proposed name change, the purpose of the change, and how the proposed name change is consistent with the criteria established. When renaming after a person or persons, the application will describe the contributions to the City. A written documentation approval by the next of kin of the person to be honored (if available/possible) is required as part of the proposal.
4. City staff will review the proposal for adherence to the stated criteria and authentication of statements relative to contributions in the case of an individual before forwarding to the Recreation and Parks Commission/Selection Committee(s). If the request is incomplete, staff will contact the applicant, in writing, and provide them with the opportunity to resubmit a revised request.
5. The recognized Neighborhood Association will be notified of the proposal when the Recreation and Parks Department and/or other City Departments receive a complete application.
6. The Recreation and Parks Commission/Selection Committee(s) will offer the opportunity for public input on the proposed naming at a published public hearing.
7. The Recreation and Parks Commission/Selection Committee(s) shall forward their recommendation(s) to City Council for final decision.
8. Upon adoption of this policy, all naming proposals previously submitted and recommended for reconsideration by the City Council, shall be resubmitted on the new approved form. City staff will contact the applicant, in writing, and provide them with the opportunity to resubmit a revised request.

Reviewed and Approved:



James G. Marshall, City Manager

APPLICATION FOR PARKS, RECREATION AREAS AND FACILITIES AND REDEVELOPMENT AGENCY FACILITY NAMING

As a policy, parks, recreation areas, and facilities and Redevelopment Agency facilities shall be named in accordance with geographical, historical or ecological features indigenous to the park site or to the immediate vicinity of the site. Parks, recreation areas, and facilities and Redevelopment Agency facilities may be named for an individual (s) under the following conditions:

- 1. Where the individual has made a significant gift of land to the City of Merced and/or the Redevelopment Agency, or**
- 2. In memoriam for an individual who has made a significant contribution to the City of Merced/Redevelopment Agency.**

Recreational facilities or resource management areas within a park may be named for a corporation or an individual, living or deceased, who:

- 1. Has made a significant contribution to the protection of natural, cultural, or horticultural resources of the City of Merced, or**
- 2. Has made substantial contributions to the advancement of commensurate types of recreational opportunities within the City of Merced, or**
- 3. Has made significant contributions to the betterment of a specific park, consistent with the established criteria and standards for the designated facility.**

In support of this policy, nominations for naming parks, recreational areas, and facilities and Redevelopment Agency facilities, shall be evaluated on the basis of the above criteria and upon appropriate documentation.

Person making nomination:(required)_____

Address:(required)_____

Contact Phone Number:(required) _____

E-mail:(not required) _____

Suggested Name:(required) _____

Biographical Information: (Explain)

Civic Involvement: (Explain)

Connection to Facility: (Please explain in depth)

Reason for Nomination: (Required)

Additional Comments: (required)

Date received By City staff: _____

Reviewed by: _____

Approved by: (Department Head) _____

Submit to City Council for Direction: _____

Date scheduled for review by Selection Committee: _____

Date person submitting nomination notified: _____

**ADDITIONAL INFORMATION
MAY BE ATTACHED**

EVALUATION SHEET

Name of City Facility: _____

Suggested Name: _____

City Department/Selection Committee: _____

Date of Review: _____

1. Rate significant gift of land to the City (√)

Significant	Moderate	Minor	No Gift
()	()	()	()

2. Rate significant contribution to the City (√)

Significant	Moderate	Minor	No Contribution
()	()	()	()

3. Rate significant contribution to protect natural cultural, or horticultural resources of the City of Merced (√)

Significant	Moderate	Minor	No Contribution
()	()	()	()

4. Rate substantial contribution to the advancement of appropriate types of recreational opportunities within the City of Merced (√)

Significant	Moderate	Minor	No Contribution
()	()	()	()

5. Rate significant contribution to the betterment of a specific park or City facility consistent with the established criteria and standards for the designated facility classification (√)

Significant	Moderate	Minor	No Contribution
()	()	()	()

In support of this policy, nominations for naming City and Redevelopment Facilities or resource management areas shall be evaluated on the basis of the above criteria and upon appropriate documentation.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item J.1.

Meeting Date: 1/3/2017

SUBJECT: Council Member Belluomini's Request to Discuss Land Annexation

REPORT IN BRIEF

This item is in response to Council Member Belluomini's request to discuss land annexation near Highway 99.

RECOMMENDATION

It is requested Council give staff direction on this item.

ATTACHMENTS

1. Memo/ Attachments

January 3, 2017

To: City Council, City Manager,
and City Attorney
From: Michael Belluomini



BACKGROUND:

The unemployment rate in Merced exceeds 9% one of the highest in the state. This means there are approximately, 3,000 men and women who are looking for a job and cannot find one in the City of Merced. They are unsure how they will pay the rent, PG&E , feed the family, and keep their car working. Unemployed people lack funds to buy goods at local businesses contributing to the struggle to keep local businesses open. The desperate need for funds may drive the unemployed to crime, especially for the third of the population living in poverty. In addition to unemployed people there are many underemployed who can earn more if they had the opportunity.

The most important driver of economic development and increased employment is basic export industry which manufactures a product which is sold to end users outside Merced County. These export industries bring wealth from outside the county into Merced. The city's goal ought to be to increase employment and economic prosperity with export of goods and services and import of revenue by facilitating the establishment of basic export industries

What factors within the control or influence of city government can facilitate and foster the development of basic industries? A November 2013 economic development study by the consultants, Audrey Taylor and Don Schueldall, contracted for by Merced County, Merced City and other cities identified industrial sites ready for immediate development as critical to attracting industry.

IMPORTANT FACTORS TO INDUSTRIAL DEVELOPMENT:

What factors are important to industrial developers that denote a property as ready for immediate development. The economic development consultant listed the following factors: 1) water service availability; 2) sewer service availability; 3) storm water drainage services; 4) local road and highway/freeway ease of access; 5) a streamlined local permit process; and proactive planning for industry; 6) community support for industry; 7) electrical power service availability; 8) a documented adequately skilled labor force; 9) land price. The first five of these factors are significantly influenced or controlled by the city council.

MERCED'S INDUSTRIAL INVENTORY:

The attached table with maps reviews the current industrially zoned areas and the first five factors important to identifying a property as ready for immediate industrial development. The table demonstrates that there is only one readily developable vacant industrial parcel over 10 acres in the Western Industrial Park, that in the Airport Industrial Park there are 60 acres of vacant land owned by the city, and that approximately 500 acres of vacant industrial land owned by Lyons Company and 315 acres of vacant industrial land owned by Wal Mart making up over 80% of the city vacant industrial land is in the University Industrial Park. Since 2013 Wal Mart has indicated it is postponing developing this site. In 2014, 2015, and 2016 discussions with the Lyons Company indicated that it was not prepared to make significant investment in city planning/entitlements to make this industrial park more marketable and competitive with the industrial parks of other cities. Generally there are insufficient vacant industrial parcels that are ready for development in the city.

UNIVERSITY INDUSTRIAL PARK PROS AND CONS:

The University Industrial Park has several positive characteristics. Road access to the 99 Freeway is excellent via the newer Mission Ave/Campus Parkway interchange. Sewer service of 24" or larger is abutting 372 acres of the site. This sewer service could be significantly enhanced by the city facilitating sewage pretreatment on the industrial site as the city council discussed in 2015. Railroad spur access is available to 152 acres of the site.

The University Industrial Park has some significant deficits. One deficiency is that city water service is 1,500 ft to 3,600 ft away from the edge of 371 acres or 70% of the industrial park. Storm drainage pipeline and system exists only on parcel 9 of 95.4 acres. Industrial development is often characterized by large parking lots and roofed areas which shed storm water needing a drainage plan to prevent localized flooding. There is not an area wide drainage system.

INCREASING CITY INDUSTRIAL LAND

The City of Merced does not have enough vacant industrial land to attract and accommodate new business development that would create jobs, improve tax revenues, and reduce poverty. Where and how could the city increase its industrial land inventory? Of the five important factors to industrial development that the city can control or influence, highway/freeway access and sewer service are critical. Of the six highway 99 interchanges in the city only the Campus Parkway/Mission Ave interchange is adjacent to a large area of relatively vacant land. Mission Ave connects highway 99 to highway 59. There are large sewer lines in the area.

The size of an industrial park allows for economies of scale for infrastructure, and space for several complimentary industries to locate. Other central valley industrial parks are between 600 and 1,200 acres similar to University Industrial Park. Southwest of the highway 99/Campus Parkway interchange such large areas of farmland exist.

Annexation of land to city for industrial development must be approved by the Local Agency Formation Commission (LAFCO) and conform to state law. LAFCO related state law is written to prevent "leap frog" city development by requiring that all annexation be contiguous to the existing city limits. Similarly the law requires that the boundary between an area to be annexed and the city limit be large thus preventing "pan handle" annexations that are connected to a city by only a narrow road right of way. To promote efficient provision of public services to residents LAFCO law prohibits annexations which result in an unincorporated county area being surrounded by land within the city limits. Such "county islands" exist but new ones are prohibited.

POTENTIAL ANNEXATION AREA

The attached exhibit shows a 713 acre potential annexation that is contiguous with the city limits along highway 99 for approximately one mile. It has access to the Campus Parkway/Mission Ave interchange at highway 99. It has road access to Mission Ave, Gerard Ave, Vassar Ave, and Henry Street. Expanding this annexation any further west along Mission Ave may be prohibited because it creates a county island. This area has nine property owners. The attached aerial photo shows that it is largely farmland with dairy buildings except for the two businesses nearest the highway. It seems the best suited area for industrial development.

ANNEXATION AND GENERAL PLAN PROCESS

The 713 acre potential annexation for industrial development is shown on the city general plan north of Mission Ave as residential of varying density from apartments to single family houses and south of Mission Ave as an area of interest. See Exhibit 10. In order for the city to annex this area, all of it must be shown in the city sphere of influence with a general plan

designation of the planned land use that will develop there. A general plan amendment for this area with associated environmental documentation is required to develop it as a business park/industrial development. The amendment needs processing through public comment, planning commission and the city council.

Once the general plan is amended to include this area and designate it for business park/industrial development then an application for annexation can be submitted to LAFCO. LAFCO wants to know to what extent the city and the landowners are in agreement that the area should be annexed to the city. A resolution of the city council initiating the annexation and a petition signed by the landowners indicating their agreement to annexation should be submitted to LAFCO. Unanimous agreement of landowners is not required but it is desirable. An annexation can proceed to approval if a majority of the property value owners agree or if there are 12 registered voters in the area then an election is held and the majority of voters approve or reject the annexation.

Landowners who are generally in favor of annexation will need to be reassured that they will be able to continue their farming and dairy activities until industrial development occurs which could take 10 to 20 years. As was done for past city annexations of rural areas the city will need to agree to such continued use. In the past that was done by amendment of the animal control ordinance. Amendment of the zoning ordinance to allow agriculture is another method to achieve this.

PROPOSAL FOR INDUSTRIAL DEVELOPMENT

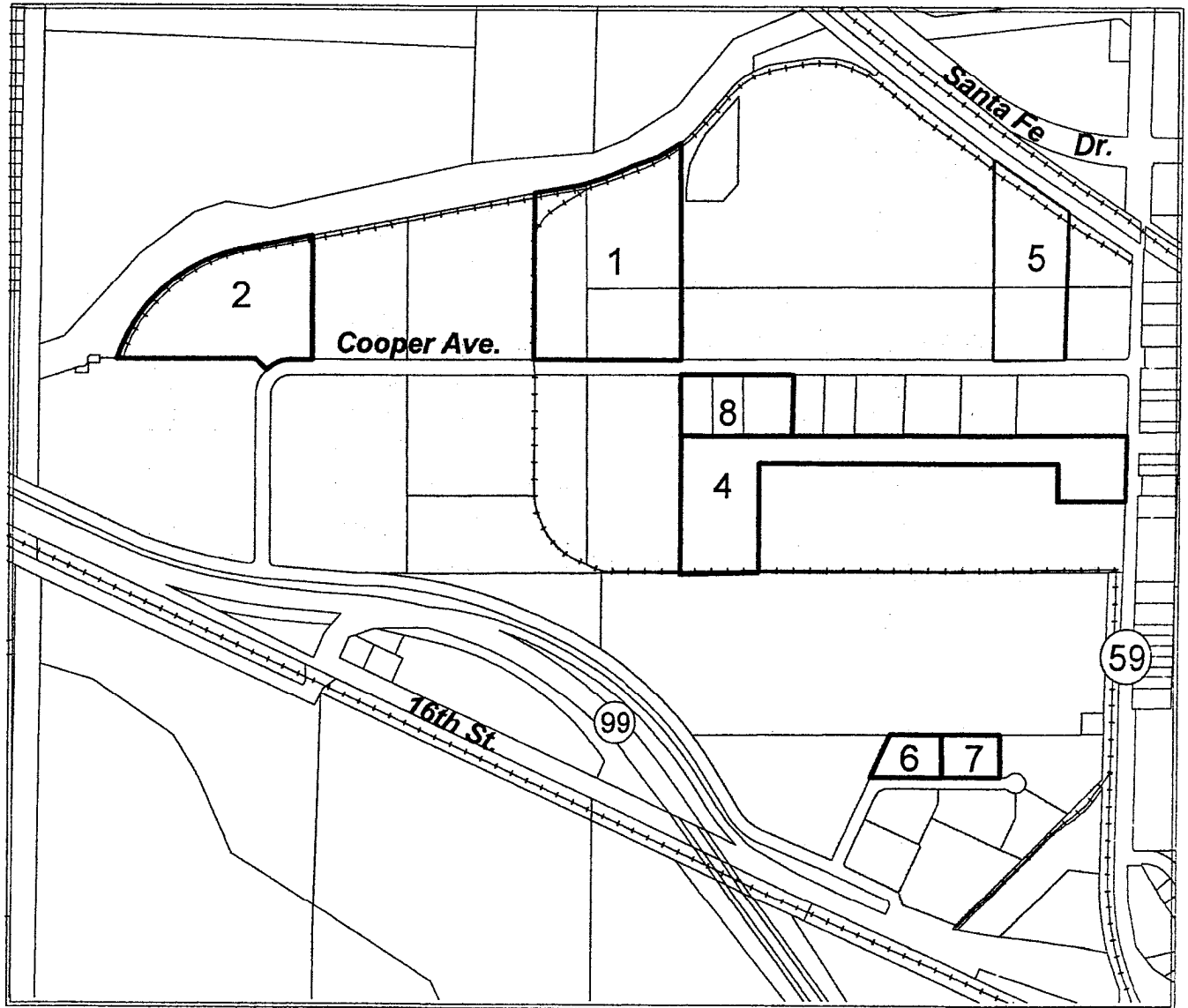
The City must lead the way to improve the local economy, improve employment opportunities and improve the business climate. Making well suited land available for industrial development with city services and master planning/entitlements is essential to improving the economy. Based on the information above the proposal is to direct staff to: 1.) Contact the nine property owners of the 713 acres regarding annexation; 2.) based on the results of discussions with owners, prepare a plan with necessary steps, cost and schedule to process a general plan amendment with environmental document and an annexation application; 3.) prepare a strategy for funding the general plan amendment, environmental document and annexation application and 4.) describe the alternative steps to make the industrial annexation master planned and marketable to potential developers.

		B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	X	Y
1	Characteristics of Vacant Industrial Sites in Merced January 2014																							
2	Assessors Parcel Number																							
3	Industrial Park Name																							
4	Site Number	1	2	4	5	6	7	8	9	11	12	14	15	47	48	49	59	72	73	74	75	76	79	80
5	Water Service																							
6	Size of Pipeline Abutting	12"	12"	N/A	12"	10"	10"	12"	12"	12"	1,500	3,600	2,800											
7	Distance to Pipeline			300'																				
8	Sewer Service																							
9	Size of Pipeline Abutting	12"	12"	N/A	12"	10"	10"	12"	12"	24"	12"	33"	33"	12"	15"	42"	42"	6"	8"	8"	10"	10"	10"	10"
10	Distance to Pipeline			300'																				
11	Storm Drainage																							
12	Size of Nearby Pipeline	48"	60"	36"	42"	24"	24"	36"	48"	N/A	N/A	N/A	N/A	36"	36"	60"	80"	N/A	36"	30"	30"	30"	30"	30"
13	Road/Highway Access																							
14	99 Freeway	3 of 4	3 of 4	3 of 4	3 of 4	3 of 4	3 of 4	3 of 4	4 of 4	4 of 4	4 of 4	4 of 4	4 of 4	4 of 4	4 of 4	4 of 4	4 of 4	4 of 4	4 of 4	4 of 4	4 of 4	4 of 4	4 of 4	4 of 4
15	140 Highway Access																							
16	Impact Residences																							
17	Streamline Permit																							
18	Specific Plan/EIR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	No	No	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
19	In Flood Plain	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
20	Parcel Size (Ac)	13.9	9.1	12.2	7	1	1.3	3.5	95.4	58	57	157	157	5.9	7.3	6.7	10.3	4.1	4.9	5.9	4.6	4.9	6.1	7.6
21	Shape/Size/Other			Odd																				
22	Railroad Access																							
23	UnPac Line Abuts Site	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
24	Santa Fe Line Abuts Site								Yes															
25																								
26	W = Western Industrial Park																							
27	U = University Industrial Park																							
28	A = Airport Industrial Park																							

EXHIBIT 1

City of Merced Western Industrial Park

Sites 1-8



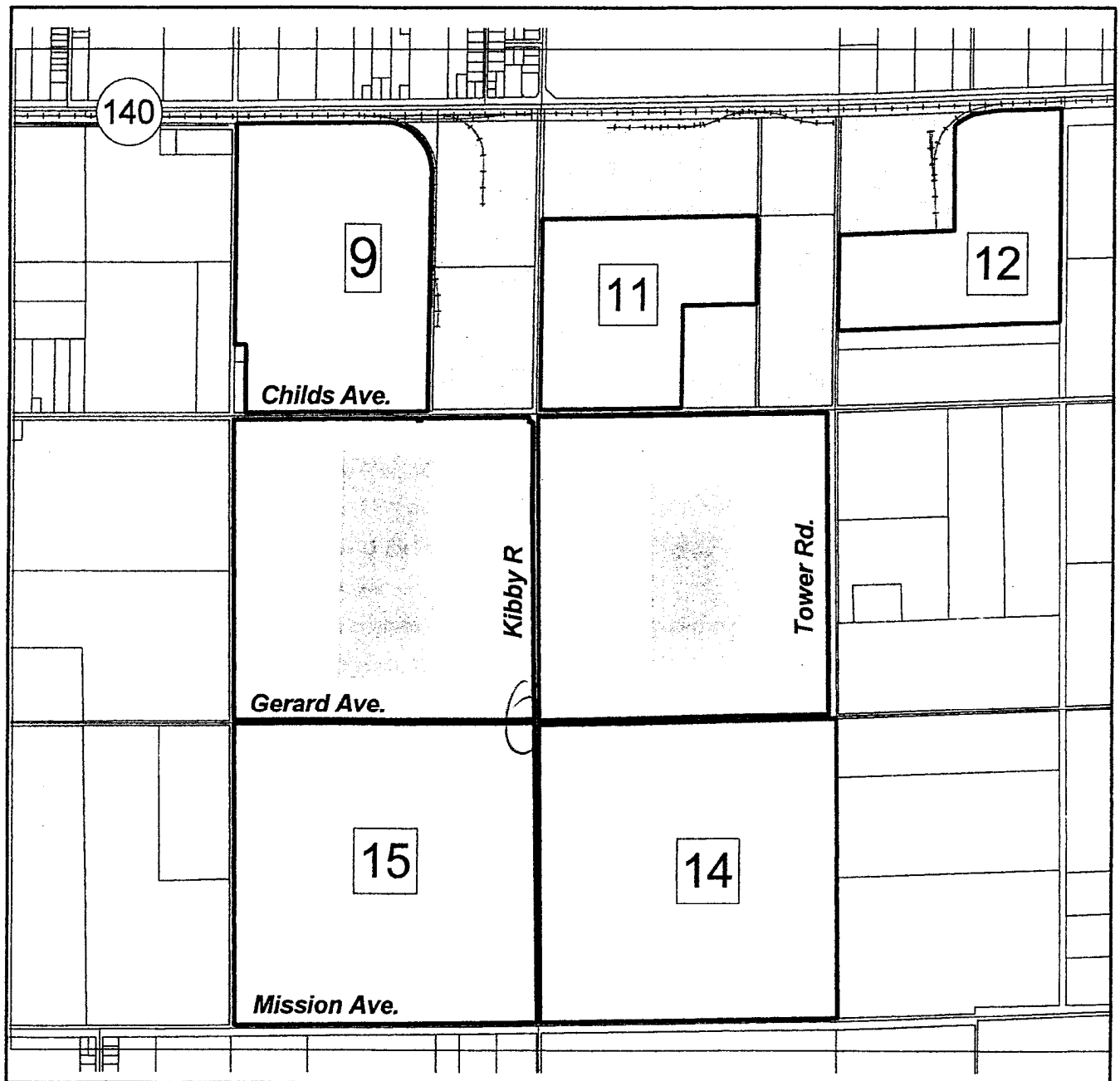
Contact: Frank Quintero
Office of Economic Development
phone: 1-800-723-4788 or 209-385-4788
fax : 209-723-1780
website: www.mercedecondev.com
email: econdev@ci.merced.ca.us



EXHIBIT 2

City of Merced University Industrial Park

Sites 9-15



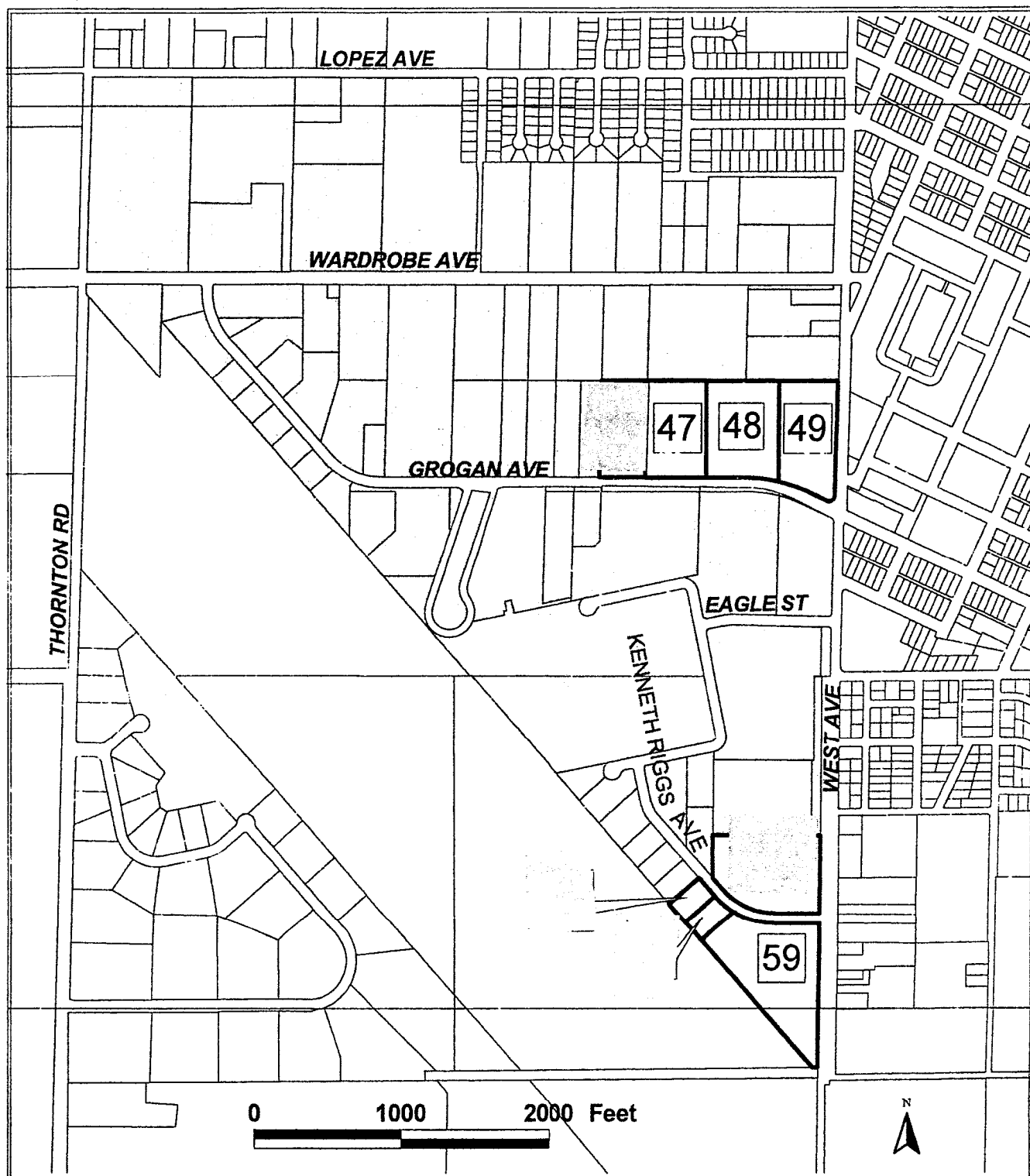
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EXHIBIT 3

City of Merced Airport Industrial Park

Sites 46-62

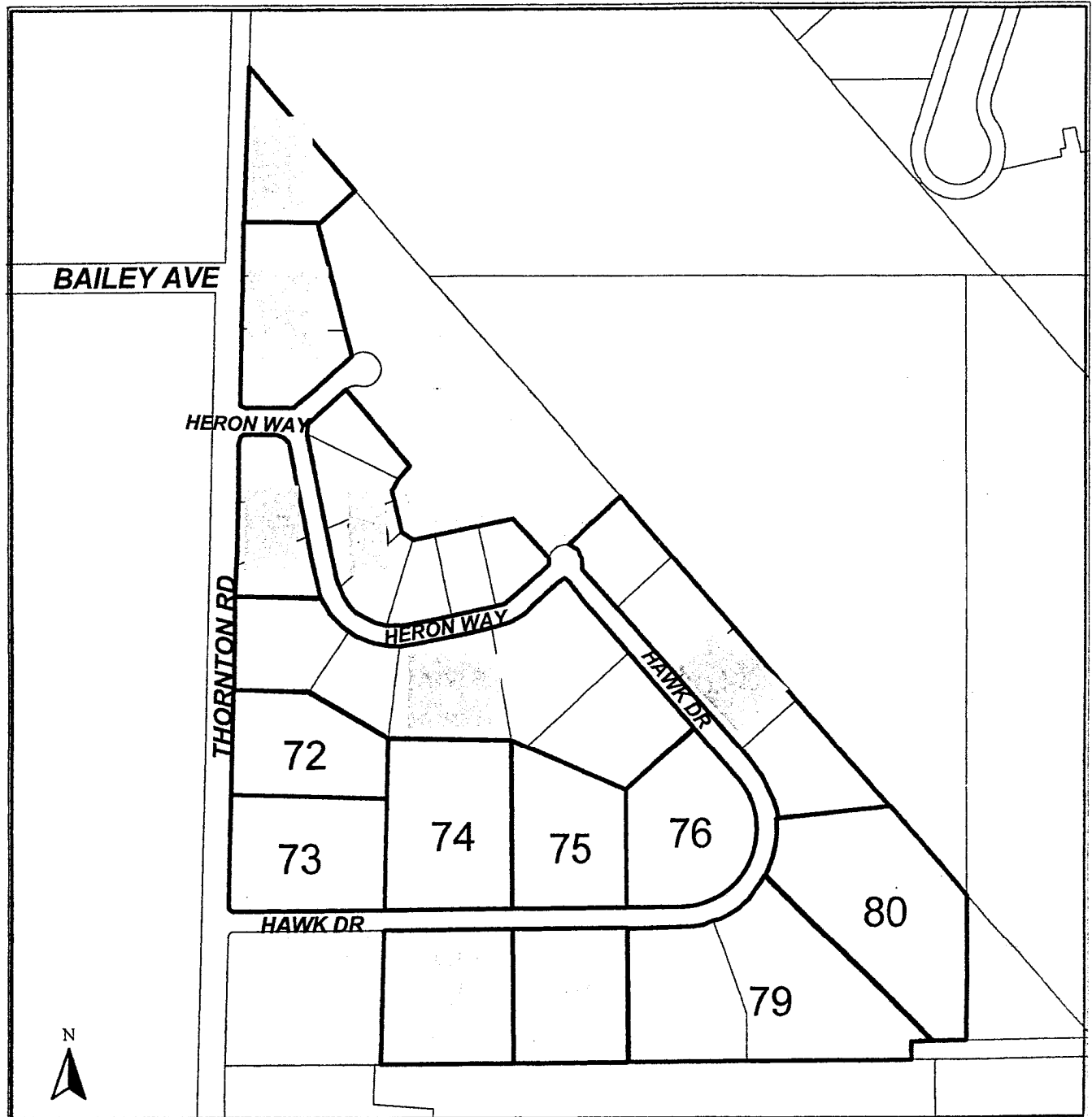


Contact: Frank Quintero
Office of Economic Development
phone: 1-800-723-4788 or 209-385-4788
fax : 209-723-1780
website: www.mercedecondev.com
email: econdev@ci.merced.ca.us



City of Merced South Airport Industrial Park

Sites 67-81



0 400 800 Feet

Contact: Frank Quintero
Office of Economic Development
phone: 1-800-723-4788 or 209-385-4788
fax : 209-723-1780
website: www.mercedecondev.com
email: econdev@ci.merced.ca.us



EXHIBIT 5

Industrial Districts

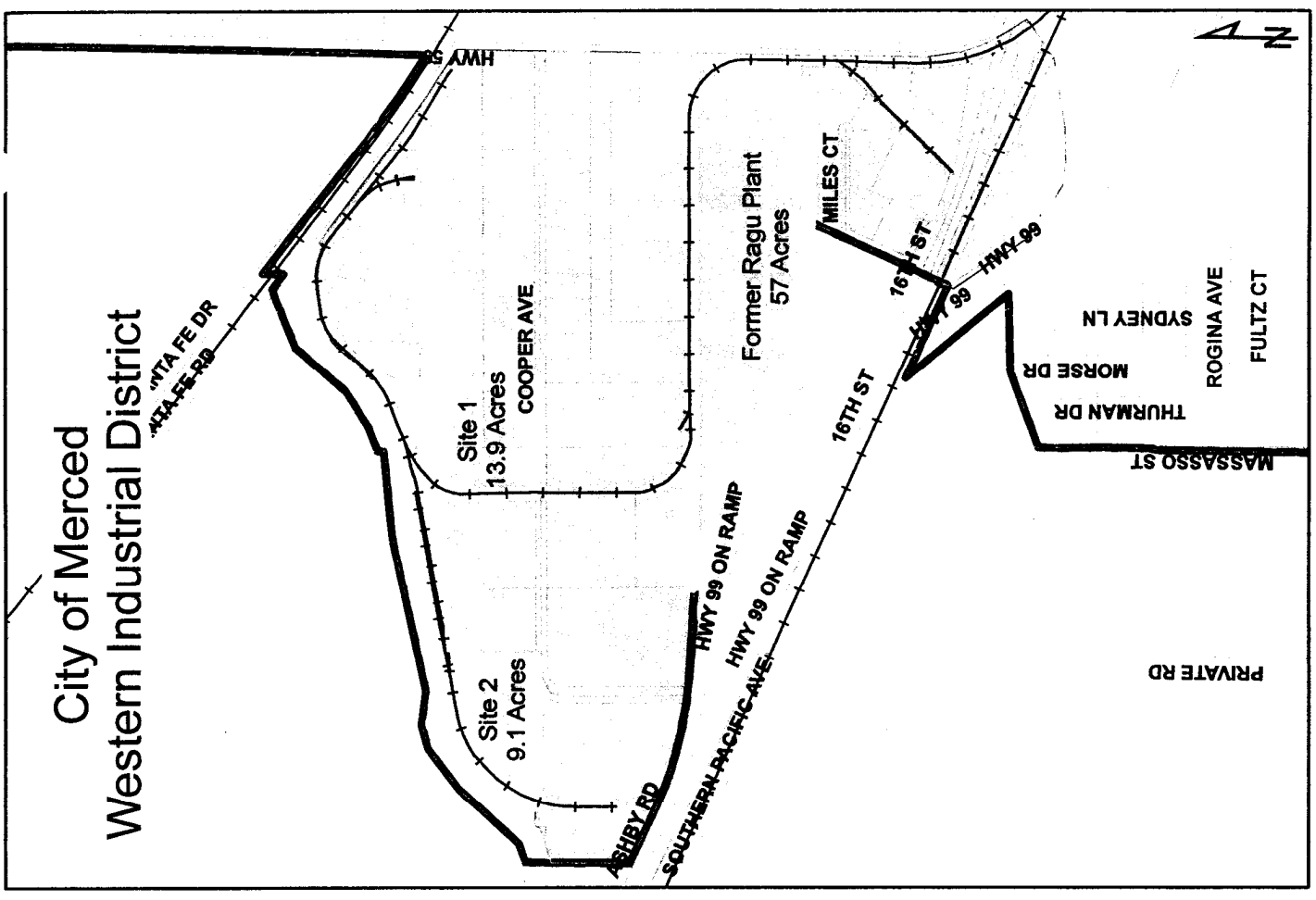
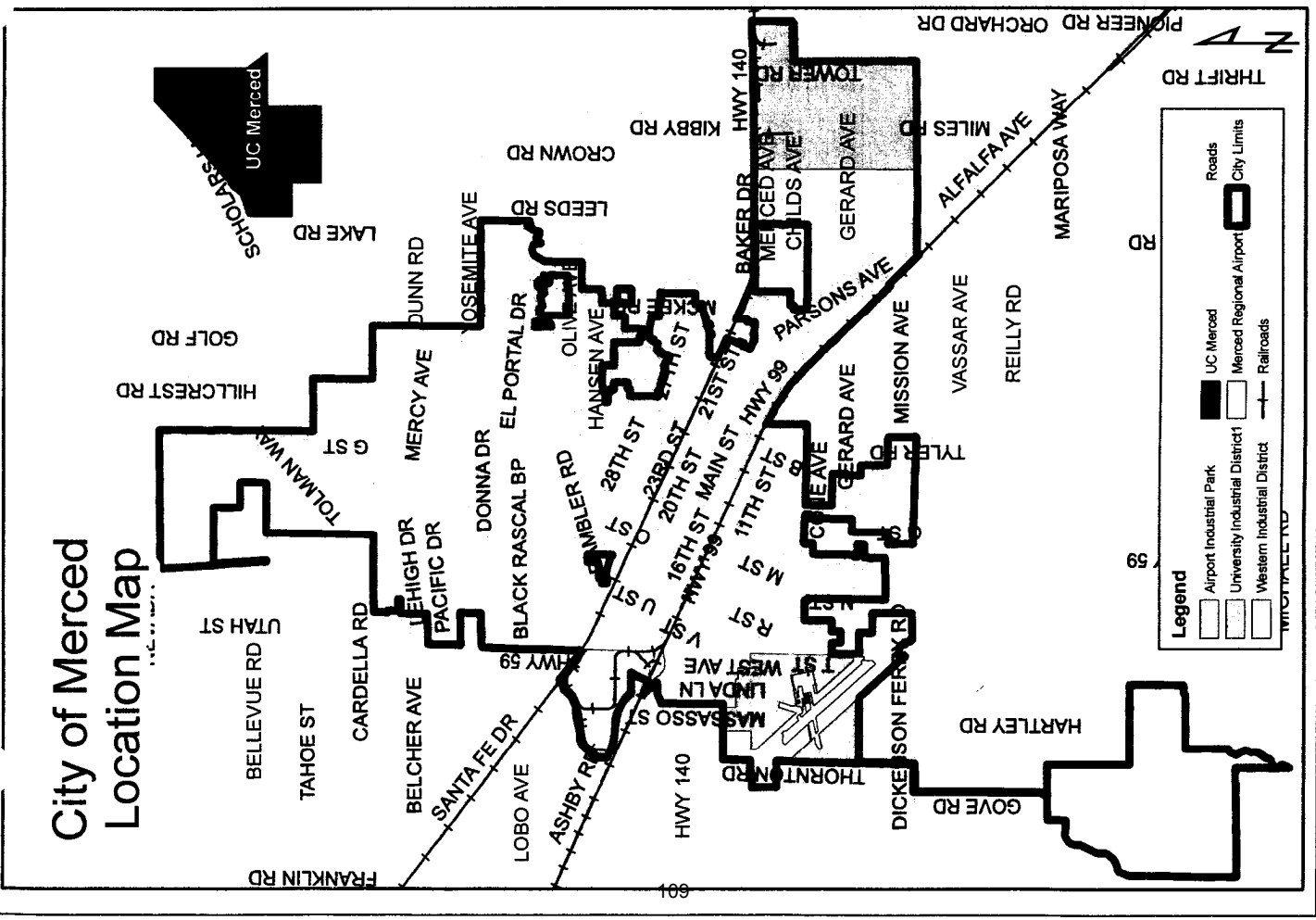
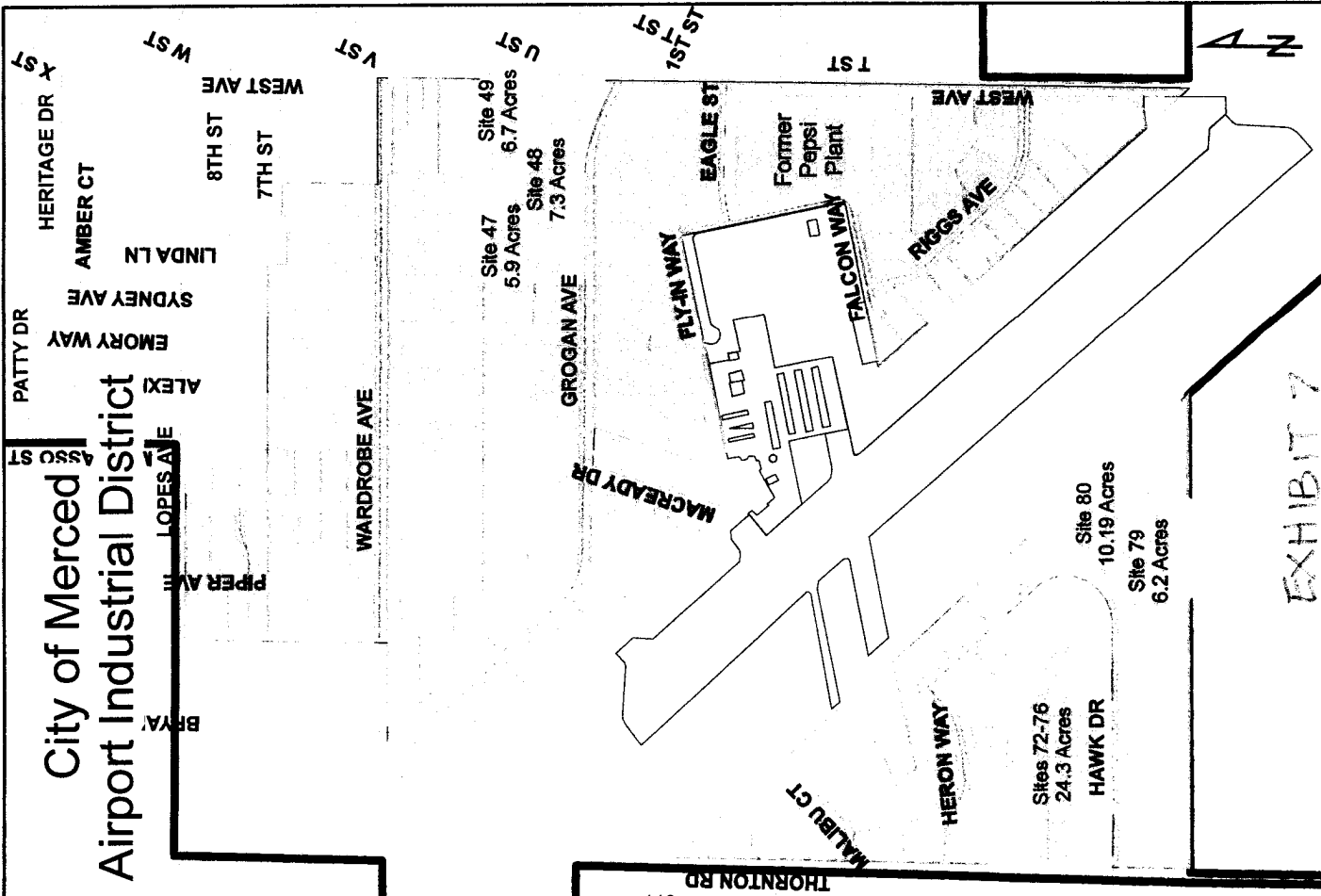
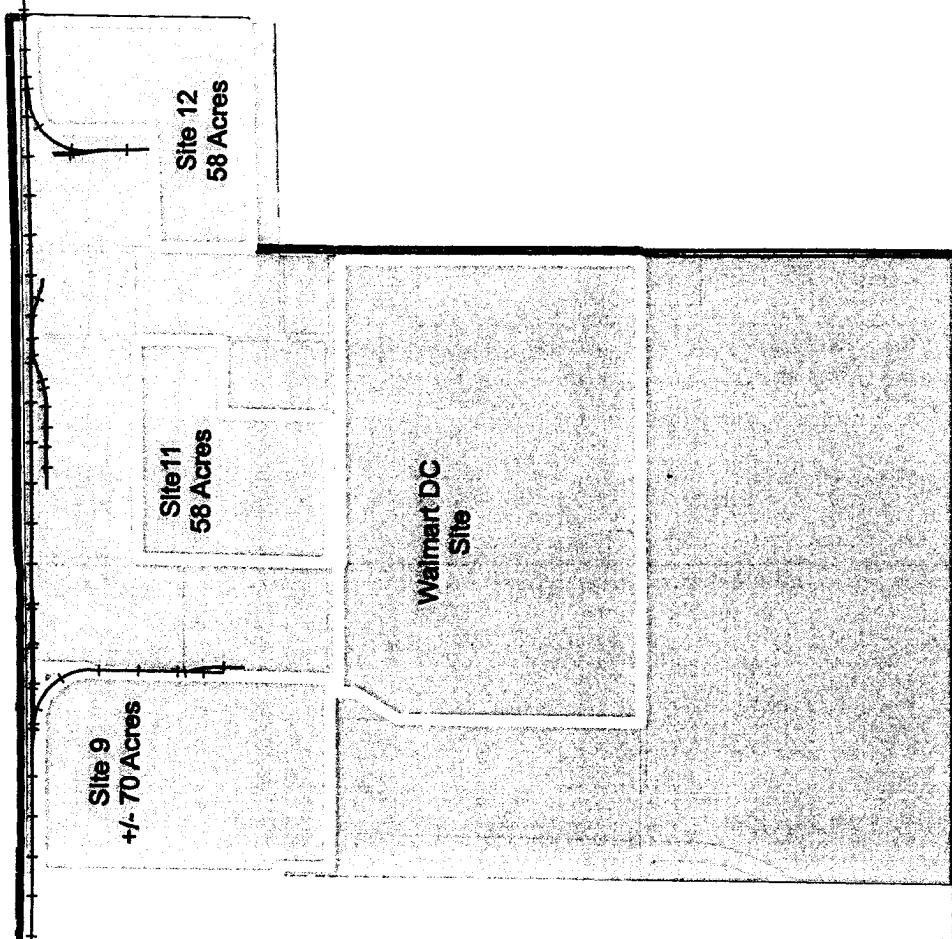


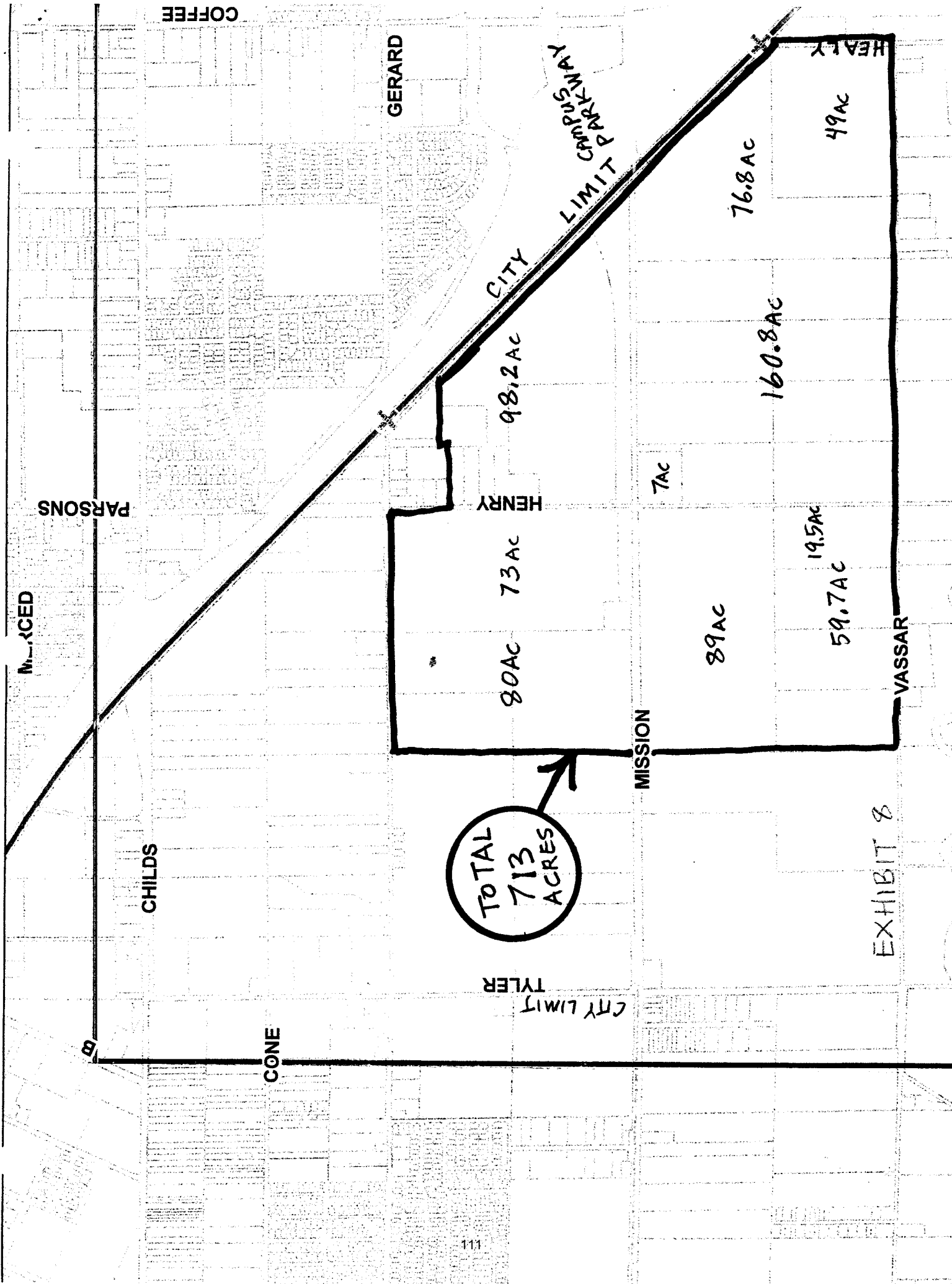
EXHIBIT 6

City of Merced Airport Industrial District



City of Merced University Industrial District



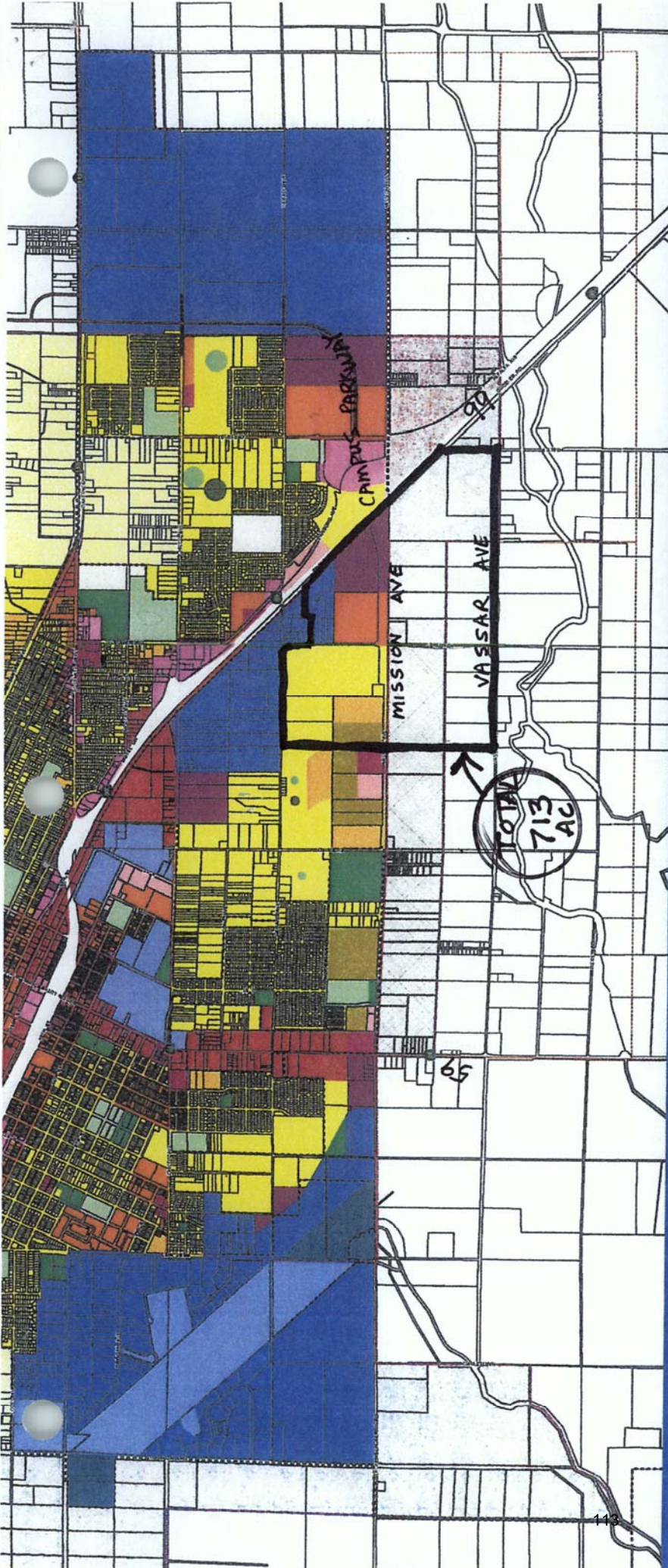


TOTAL
713
ACRES

EXHIBIT 8



EXHIBIT 9



CITY OF MERCED GENERAL PLAN

CITY LIMITS
 AREA OF INTEREST
 SUDP / SOI
 SPECIFIC PLAN
 UNIVERSITY COMMUNITY

BUSINESS PARK
 BUSINESS PARK RESERVE
 THOROUGHFARE COMMERCIAL
 COMMERCIAL RESERVE
 GENERAL COMMERCIAL
 REGIONAL COMMUNITY COMMERCIAL
 NEIGHBORHOOD COMMERCIAL
 COMMERCIAL OFFICE

SCHOOL
 FLOATING SCHOOL SITE
 PUBLIC / GENERAL USE
 MANUFACTURING INDUSTRIAL
 INDUSTRIAL RESERVE
 AGRICULTURAL
 OPEN SPACE / PARK RECREATION
 FLOATING PARK SITE

VILLAGE RESIDENTIAL
 LOW DENSITY
 LOW TO MEDIUM DENSITY
 HIGH TO MEDIUM DENSITY
 HIGH DENSITY
 RURAL RESIDENTIAL
 MOBILE HOME PARK RESIDENTIAL
 RESIDENTIAL RESERVE

MIXED USE
 COMMUNITY PLAN



EXHIBIT 10



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item J.2.

Meeting Date: 1/3/2017

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

SUBJECT: City Council Committee Appointments

REPORT IN BRIEF

Confirming City Council Member appointments to various committees.

RECOMMENDATION

City Council - Adopt a motion confirming the Mayor's appointments to various committees populated by City Council Members.

ALTERNATIVES

1. Confirm the appointments as recommend by the Mayor; or
2. Consider other appointments; or
3. Continue action to a future City Council meeting (date to be established by City Council.)

DISCUSSION

The attached listing provides the current City Council committee membership appointments. Annually, or bi-annually the City Council reviews and either confirms the current appointments; or, makes new appointments.

It is appropriate at this time due to new Council Members being sworn in, that the Mayor present his recommendations for Council consideration.

ATTACHMENTS

1. Current City Council Memberships

City Council Memberships

As of December 16, 2013

Atwater Penitentiary Community Relations Committee	Dossetti, Blake (alt)
Boys & Girls Club of Merced County	Dossetti, Murphy (alt)
Continuum of Care - Homelessness	Blake, Pedrozo
Fatherhood Initiative	Blake, Pedrozo (alt)
Friends of the Park Foundation	Pedrozo, Lor
Greater Merced Chamber of Commerce	Murphy, Lor (alt)
Lao Family Community, Inc.	Lor, Thurston
League Central Valley Div. Executive Committee	Bramble, Thurston
Local Agency Formation Commission *	Murphy
Merced County Association of Governments *	Thurston, Pedrozo (alt)
Merced Irrigation District (MID)	Pedrozo, Thurston
Neighborhood Watch	Dossetti, Murphy (alt)
Parks & Recreation Commission Liaison	Dossetti, Belluomini (alt)
San Joaquin Valley Air Pollution Control District Special City Selection Committee	Belluomini, Pedrozo (alt)
San Joaquin Rail Committee	Thurston (liaison), Pedrozo (alt)
Senior Center	Blake, Lor (alt)
Utility Rate Review	Murphy, Lor, Belluomini Blake (alt)

* Must file 700 Form for this organization.