



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

Monday, October 2, 2017

6:00 PM

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

Regular Meeting at 6:00 PM

NOTICE TO PUBLIC

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

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

PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK

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

INDIVIDUALS WITH DISABILITIES

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

A. CALL TO ORDER

A.1. Invocation - Shahid Sohail, Ahmadiyya Muslim Community

A.2. Pledge of Allegiance to the Flag

B. ROLL CALL

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

C. CEREMONIAL MATTERS

C.1. [17-455](#) **SUBJECT:** Proclamation - Domestic Violence Awareness Month

REPORT IN BRIEF

Received by a representative of the Valley Crisis Center.

C.2. [17-480](#) **SUBJECT:** Proclamation - Fire Prevention Month

REPORT IN BRIEF

Accepted by Merced Fire Captain Jim Evans.

C.3. [17-487](#) **SUBJECT:** Proclamation - Breast Cancer Awareness Month

REPORT IN BRIEF

Accepted by Merced Fire Fighter Chad Englert.

D. WRITTEN PETITIONS AND COMMUNICATIONS

E. ORAL COMMUNICATIONS

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

F. CONSENT CALENDAR

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

F.1. [17-273](#) **SUBJECT:** Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

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

RECOMMENDATION

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

F.2. [17-461](#)

SUBJECT: Information-Only Contracts

REPORT IN BRIEF

Notification of awarded Non-Public Works contracts under \$30,000 and of Public Works contracts under \$67,779.

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 2017-2018 threshold of \$67,779.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2017-2018 threshold of \$30,000.00, the contracts listed on the attached table were entered into by the City.

F.3. [17-492](#)

SUBJECT: Information Only - Measure C Oversight Committee Minutes of February 14, 2017

RECOMMENDATION

For information only.

F.4. [17-481](#)

SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of September 5, 2017 and September 12, 2017

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of September 5, 2017 and September 12, 2017.

F.5. [17-468](#)

SUBJECT: Street Closure Request #17-12 (Merced County Office of

Education, for Use of W. Main Street between M and K Streets, and Canal Street Between W. Main and the Alley Between W. Main and W. 18th Streets)

REPORT IN BRIEF

The Merced County Office of Education requests the use of City streets for the 16th Annual "Lights on After School" event, on Thursday, October 26, 2017, between 1:30 p.m. and 10:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of W. Main Street between M and K Streets, and Canal Street between W. Main and the alley between W. Main and W. 18th Streets, on Thursday, October 26, 2017, from 1:30 p.m. to 10:00 p.m., subject to the details and conditions outlined in the administrative staff report.

F.6. [17-472](#)

SUBJECT: Request by the National Association for the Advancement of Colored People for the 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 NAACP on October 14, 2017.

RECOMMENDATION

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

F.7. [17-473](#)

SUBJECT: Approval of an Amended and Restated Memorandum of Understanding with the Merced Community College District for Police Services

REPORT IN BRIEF

Consider approving an Amended and Restated Memorandum of Understanding between the City of Merced Police Department and the Merced Community College District for police administrative services at the District's campuses.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving an Amended and Restated Memorandum of Understanding between the City of Merced and the Merced Community College District to provide police services at the District's campuses; and,

B. Authorizing the City Manager or Assistant City Manager to execute the agreement; and,

C. Authorizing the Interim Finance Officer to make the appropriate budget adjustments.

F.8. [17-466](#)

SUBJECT: Selection of Projects for the Road Repair and Accountability Act (SB1) FY17/18 Apportionment

REPORT IN BRIEF

Approves the list of projects proposed to be funded with Road Maintenance and Rehabilitation Account (RMRA) funds pursuant to SB1.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2017-50, A** Resolution of the City Council of the City of Merced, California, Approving the "FY 2017-2018 Project List" for the Road Repair and Accountability Act (SB1), Local Streets and Roads Funding for Fiscal Year 2017-2018; and, authorizing the Interim Finance Officer to make the necessary budget adjustments.

F.9. [17-454](#)

SUBJECT: Ordinance Revision: Water Conservation

REPORT IN BRIEF

Consider revising Water Shortage Regulations, Merced Municipal Code Chapter 15.42, into a long-term Water Conservation Plan.

RECOMMENDATION

City Council - Adopt a motion introducing **Ordinance No. 2479**, an Ordinance of the City Council of the City of Merced, California, Amending Chapter 15.42, "Water Shortage Regulations," of the Merced Municipal Code.

F.10. [17-476](#)

SUBJECT: Storm National Dislocated Worker Grant Project Agreement with Merced County Department of Workforce Investment

REPORT IN BRIEF

Consider approving an agreement with the Merced County Department of Workforce Investment to provide temporary workers for weed abatement,

creek clean up, debris removal, park clean up, road repair, and other authorized job activities.

RECOMMENDATION

City Council - Adopt a motion approving the Storm National Dislocated Worker Grant Project Agreement with the Merced County Department of Workforce Investment, and authorizing the City Manager or Assistant City Manager to execute the necessary documents.

F.11. [17-467](#)

SUBJECT: Consider Locating All Wheels/Skate Park in McNamara Community Park

REPORT IN BRIEF

Consider locating an All Wheels/Skate Park in McNamara Community Park.

RECOMMENDATION

City Council - Adopt a motion approving the selection of McNamara Community Park for an All Wheels/Skate Park.

F.12. [17-478](#)

SUBJECT: Request to Install a Born Learning Trail in Stephen Leonard Park

REPORT IN BRIEF

Consider request by United Way of Merced County to install a Born Learning Trail in Stephen Leonard Park.

RECOMMENDATION

City Council - Adopt a motion approving the installation of a Born Learning Trail in Stephen Leonard Park.

G. REPORTS

G.1. [17-494](#)

SUBJECT: Presentation on Veterans Street Naming Project

REPORT IN BRIEF

Staff will present an update on the Veterans Street Naming Project and receive direction on continuing efforts.

H. BUSINESS

H.1. [17-479](#)

SUBJECT: Request to Name Two Council Members to a Park Facilities Selection Committee

REPORT IN BRIEF

Consider naming two City Council members to a Selection Committee for the purpose of considering a request to name a park bench after Bob McKissick.

RECOMMENDATION

City Council - Adopt a motion naming two City Council members to a Selection Committee to consider a request to name a park bench after Bob McKissick.

H.2. Request to Add Item to Future Agenda

H.3. City Council Comments

I. ADJOURNMENT



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item C.1.

Meeting Date: 10/2/2017

SUBJECT: Proclamation - Domestic Violence Awareness Month

REPORT IN BRIEF

Received by a representative of the Valley Crisis Center.

ATTACHMENTS

1. Domestic Violence Awareness Proclamation



Proclamation

WHEREAS, advocates and organizations work on behalf of victims every day: Domestic violence shelters and services, law enforcement officials, health care providers, court systems and legal aid providers, and others are all an integral part of the effort to end domestic violence and must be recognized and applauded for their work; and

WHEREAS, domestic violence affects women, men, and children of all racial, ethnic, cultural, social, religious, and economic groups in the United States and here in California; and

WHEREAS, the marginalization of certain groups in society, including undocumented individuals, transgender individuals, and people living with disabilities, increases their vulnerability to intimate partner violence; and

WHEREAS, among families, domestic violence is the third leading cause of homelessness; and

WHEREAS, all victims deserve access to culturally-appropriate programs and services to increase their safety and improve their life situations; and

WHEREAS, children exposed to domestic violence can experience long-term consequences, including difficulty at school, substance abuse, and serious adult health problems; and

WHEREAS, there is a need to increase the public awareness and understanding of domestic violence and the needs of victims.

NOW, THEREFORE, I, MIKE MURPHY, Mayor of the City of Merced, hereby recognize the month of October 2017 as "Domestic Violence Awareness Month" and urge all citizens to actively participate in the scheduled activities and programs, which work toward improving victim safety and hold perpetrators of domestic violence accountable for their actions against individuals and our society as a whole.

Signed this 2nd day of October, 2017.

Mike Murphy, Mayor of Merced



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item C.2.

Meeting Date: 10/2/2017

SUBJECT: Proclamation - Fire Prevention Month

REPORT IN BRIEF

Accepted by Merced Fire Captain Jim Evans.

ATTACHMENTS

1. Fire Prevention Month Proclamation



Proclamation

- WHEREAS,** the City of Merced is committed to ensuring the safety and security of all those living in and visiting Merced; and
- WHEREAS,** U.S. fire departments responded to 365,500 home fires in 2015, according to the National Fire Protection Association (NFPA) and U.S. home fires resulted in 2,560 civilian deaths in 2015, representing the majority (78 percent) of all U.S. fire deaths; and
- WHEREAS,** newer homes are built with lightweight materials that burn faster than older home constructions and many of today's products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments; and
- WHEREAS,** these conditions contribute to a much smaller window of time for people to escape a home fire safely, with people having as little as one to two minutes to escape from the time the smoke alarm sounds; and
- WHEREAS,** a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation; and
- WHEREAS,** a home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place outside where everyone in the home will meet upon exiting; and
- WHEREAS,** practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation;
- WHEREAS,** Merced's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and
- WHEREAS,** Merced's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and
- WHEREAS,** the 2017 Fire Prevention Month theme, "Every Second Counts: Plan 2 Ways Out!" effectively serves to educate the public about the vital importance of developing a home fire escape plan with all members of the household and practicing it twice a year;

NOW, THEREFORE, I, MIKE MURPHY, Mayor of Merced, do hereby proclaim October 2017, as Fire Prevention Month throughout this community. I urge all the people of Merced to develop a home fire escape plan with all members of the household and practice it twice a year, and to participate in the many public safety activities and efforts of Merced fire and emergency services during Fire Prevention Month 2017.

Signed this 2nd day of October 2017.

Mike Murphy, Mayor of Merced



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item C.3.

Meeting Date: 10/2/2017

SUBJECT: Proclamation - Breast Cancer Awareness Month

REPORT IN BRIEF

Accepted by Merced Fire Fighter Chad Englert.

ATTACHMENTS

1. Breast Cancer Awareness Month Proclamation



Proclamation

WHEREAS, a woman receives a diagnosis of breast cancer every two minutes, making the disease the second most frequently diagnosed cancer among women in the United States; and

WHEREAS, this year approximately 246,660 new cases of invasive breast cancer will be diagnosed among women in the United States; and

WHEREAS, screening rates are declining and a recent study revealed that among the 1.5 million women studied over the age of 40 with health insurance, less than fifty percent received the recommended annual screening; and

WHEREAS, the efforts of the Merced City Firefighters, IAFF Local #1479, and other organizations have made a major contribution to spreading breast cancer awareness to men and women in our community through outreach, education, and screening programs; and

WHEREAS, through research and advocacy, significant advances have been made in the fight against breast cancer, decreasing the mortality rate by 36 percent; and

WHEREAS, the 2.5 million breast cancer survivors living in the United States today are a testament to courage, as well as to the importance of promoting awareness about breast cancer, providing information, funding research, following recommended screening guidelines, and offering treatment to those who are affected; and

WHEREAS, throughout the month of October, women are encouraged to make a renewed commitment to following recommended screening guidelines and to make a mammogram appointment,

NOW, THEREFORE, I, MIKE MURPHY, Mayor of the City of Merced, do hereby proclaim October 2017 Breast Cancer Awareness Month, and urge all citizens of Merced to take cognizance of this event and participate fittingly in its observance.

Signed this 2nd day of October 2017.

Mike Murphy, Mayor of Merced



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item F.1.

Meeting Date: 10/2/2017

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

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

RECOMMENDATION

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



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item F.2.

Meeting Date: 10/2/2017

Report Prepared by: Kirkland Greene, Records Clerk II

SUBJECT: Information-Only Contracts

REPORT IN BRIEF

Notification of awarded Non-Public Works contracts under \$30,000 and of Public Works contracts under \$67,779.

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 2017-2018 threshold of \$67,779.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2017-2018 threshold of \$30,000.00, the contracts listed on the attached table were entered into by the City.

ATTACHMENTS

1. "Information-Only" Contracts Table for September 2017

Exhibit 1 – Table of Contracts

10/2/2017 City Council Meeting

Department/Division	Vendor	Purpose/Location	Amount
0701 – Finance	Ahmad Ahmadi	Agreement for Professional Services to Conduct Classes to Train Finance Department Employees in Microsoft <i>Excel</i> .	\$ 2,040.00
0301 – City Attorney	Magellan Litigation Support Services, Inc.	Agreement for Professional Services for Litigation Preparation Services.	\$15,000.00
0803 – Engineering	JLB Traffic Engineering, Inc.	Agreement for Professional (Design) Services to Install Traffic Loop Detection at Four Intersections (Project No. 113005).	\$16,170.00
1108 – WWTP	Jim Brisco Enterprises, Inc.	Survey and level eighty (80) acres in Land Application Program Field #3. Statement of Services (PO #128283).	\$18,320.12
1119 – Public Works-Facilities	Hoffman Electronic Systems	Security System Sale and Services Agreement/Installment Agreement to Provide Security Systems, Monitoring, and Maintenance for City-Owned Properties (FY 2017/2018).	\$19,200.00
1119 – Public Works-Facilities	Emcor Services Mesa Energy Systems	HVAC Repairs at the Police Station (replace chiller coils). Statement of Services (PO #128001).	\$24,182.00



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item F.3.

Meeting Date: 10/2/2017

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

SUBJECT: Information Only - Measure C Oversight Committee Minutes of February 14, 2017

RECOMMENDATION

For information only.

ATTACHMENTS

1. Measure C Minutes 2/14/2017



CITY OF MERCED

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

Minutes Measure C Citizens' Oversight Committee

Tuesday, February 14, 2017

6:00 PM

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Committee Chair RASBERRY called the meeting to order at 6:00 PM.

3. ROLL CALL

Present: 3 - Jerome Rasberry, Daniel Kazakos and Isabel Sanchez

Absent: 2 - Jacqueline Walther-Parnell and Richard Wendling

4. COMMUNICATIONS

There were no speakers.

5. CONSENT CALENDAR

SUBJECT: Citizens Oversight Committee Measure C Minutes of May 10, 2016

REPORT IN BRIEF

Measure C Minutes from the meeting of May 10, 2016.

RECOMMENDATION

Adopt a motion approving and filing Citizens Oversight Committee Measure C Minutes of May 10, 2016.

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

Aye: 5 - Reyburn
Varela
Member Rasberry
Vice Chair Kazakos
Member Sanchez

No: 0

Absent: 2 - Member Walther-Parnell
Member Wendling

SUBJECT: Measure C - 2016-2017 Council Approved Budget

RECOMMENDATION

Adopt a motion accepting as information only.

Member KAZAKOS pulled this item to discuss having more interaction with budget process.

Committee Members stated they wanted to have more influence during the budget period.

Deputy Finance Officer Teri ALBRECHT explained how the Committee can make recommendations and to bring it to the Council.

Clerk's Note: the Clerk suggested to add a Committee Comments item to future agendas.

A motion was made by Member Kazakos, seconded by Member Reyburn, that this agenda item be denied. The motion carried by the following vote:

Aye: 5 - Reyburn
Varela
Member Rasberry
Vice Chair Kazakos
Member Sanchez

No: 0

Absent: 2 - Member Walther-Parnell
Member Wendling

SUBJECT: Revenue and Expense Reports - June 30, 2016 Final Unaudited and September 30, 2016

RECOMMENDATION

Adopt a motion accepting as information only.

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

Aye: 5 - Reyburn
Varela
Member Rasberry
Vice Chair Kazakos
Member Sanchez

No: 0

Absent: 2 - Member Walther-Parnell
Member Wendling

6. REPORTS

SUBJECT: Revenue and Expense Reports - December 31, 2016

RECOMMENDATION

Adopt a motion accepting as information only.

Deputy Finance Officer Teri ALBRECHT gave a slide show presentation on the Revenue and Expense Reports - December 31, 2016.

Member REYBURN asked about surplus funds.

Ms. ALBRECHT explained that surplus funds would go into the reserves and considered in the next budget year or if there was a determined need to use it in the current fiscal year, it would go to Council for a supplemental appropriation.

Committee Members and Ms. ALBRECHT continued discussion of how the Committee can make a recommendation with the increased funds.

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

Aye: 5 - Reyburn
Varela
Member Rasberry
Vice Chair Kazakos
Member Sanchez

No: 0

Absent: 2 - Member Walther-Parnell
Member Wendling

7. BUSINESS

SUBJECT: Selection of a New Chair and Vice Chair

REPORT IN BRIEF

Yearly selection of Chair and Vice Chair.

A motion was made by Member KAZAKOS, seconded by Member SANCHEZ, to nominate Member REYBURN as the new Chair Person. The motion carried by the following vote:

Aye: 4 - Member Varela

Member Rasberry
Member Kazakos
Member Sanchez

Abstain: 1 - Member Reyburn

Absent: 2 - Member Walther-Parnell
Member Wendling

A motion was made by Member Varela, seconded by Member Sanchez, to nominate Member Kazakos as Vice Chair Person. The motion carried by the following vote:

Aye: 4 - Reyburn
Varela
Member Rasberry
Member Sanchez

No: 0

Absent: 2 - Member Walther-Parnell
Member Wendling

Abstain: 1 - Vice Chair Kazakos

SUBJECT: Selection of a Subcommittee to Review Applications

REPORT IN BRIEF

Committee members will select a subcommittee to review incoming applications of potential Measure C Committee Members.

RECOMMENDATION

It is recommended that the Committee select one member from each of the 3 districts to form a subcommittee to review applications.

Member REYBURN and Member KAZAKOS volunteered to be apart of the subcommittee.

A motion was made by Chairperson Rasberry, seconded by Member Sanchez, to nominate Member Walther-Parnell as a Subcommittee Member. The motion carried by the following vote:

Aye: 4 - Reyburn
Varela
Member Rasberry
Member Sanchez

No: 1 - Vice Chair Kazakos

Absent: 2 - Member Walther-Parnell
Member Wendling

8. ADJOURNMENT

Clerk's Note: The meeting adjourned at 6:35 PM.

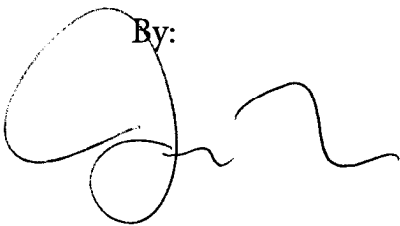
A motion was made by Member Reyburn, seconded by Member Sanchez, that the meeting be adjourned. The motion carried by the following vote:

Aye: 5 - Reyburn
Varela
Member Rasberry
Vice Chair Kazakos
Member Sanchez

No: 0

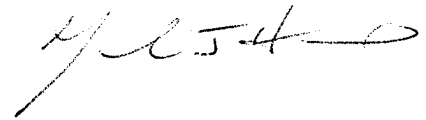
Absent: 2 - Member Walther-Parnell
Member Wendling

By:



Jennifer Levesque
Deputy City Clerk

Approved:



Michael Harris
Chair



ADMINISTRATIVE REPORT

Agenda Item F.4.

Meeting Date: 10/2/2017

SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of September 5, 2017 and September 12, 2017

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of September 5, 2017 and September 12, 2017.

ALTERNATIVES

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

ATTACHMENTS

1. Minutes of September 5, 2017
2. Minutes of September 12, 2017



CITY OF MERCED

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

Minutes

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

Tuesday, September 5, 2017

6:00 PM

A. CALL TO ORDER

Mayor MURPHY called the Regular Meeting to order at 6:05 PM.

A.1. Invocation - Spencer Bolter, Young Life

The invocation was delivered by Spencer BOLTER from Young Life.

A.2. Pledge of Allegiance to the Flag

Mayor Pro Tempore BLAKE led the Pledge of Allegiance.

B. ROLL CALL

Present: 7 - Council Member Michael Belluomini, Council Member Anthony Martinez, Council Member Jill McLeod, Council Member Joshua Pedrozo, Council Member Matthew Serratto, Mayor Mike Murphy, and Mayor Pro Tempore Kevin Blake

Absent: 0

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

C. CEREMONIAL MATTERS

C.1. SUBJECT: Proclamation - Patriot Week

Mayor MURPHY presented the Proclamation for Patriot Week.

D. WRITTEN PETITIONS AND COMMUNICATIONS

There were none.

E. ORAL COMMUNICATIONS

Water Conservation Specialist Leah BROWN, Merced - spoke on a new program the Public Works Department is launching.

Kelly PHILLIPS, Symple Equazion, Merced - spoke on an unpaid invoice from a Youth Council event.

Rochelle ABRIL, Merced - spoke on the road conditions by Tenaya Middle School and a traffic ticket she received.

Bruce METCALF, Merced Rescue Mission - spoke about a family who received a house purchased through the Community Development Block Grant.

Fernando AGUILERA, Merced Soccer Academy - thanked the City for the opportunities given to the Merced Soccer Academy.

Rosa BARRAGAN, Merced Soccer Academy - spoke on the successes and partnerships of the Merced Soccer Academy.

Maria HERNANDEZ, Merced Soccer Academy - spoke on the programs the Merced Soccer Academy offers.

Axel RAMIREZ, Merced Soccer Academy - spoke on the success of the Merced Soccer Academy.

F. CONSENT CALENDAR

Items F.2. Information-Only Contracts, F.4. Notice of Vacancies (2) - Planning Commission, and F.8. Merced City School District Contract for Police Services, were pulled for separate consideration.

Approval of the Consent Agenda

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

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

No: 0

Absent: 0

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

REPORT IN BRIEF

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

read with further reading waived.

RECOMMENDATION

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

This Consent Item was approved.

F.3.

SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of August 7, 2017

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic

Development/Parking Authority - Adopt a motion approving the meeting minutes of August 7, 2017.

This Consent Item was approved.

F.5.

SUBJECT: Set a Public Hearing for the Housing and Urban Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER)

REPORT IN BRIEF

Set a public hearing for Monday, September 18, 2017, to consider the Housing and Urban Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER).

RECOMMENDATION

City Council - Adopt a motion setting a public hearing for Monday, September 18, 2017, to consider the Housing and Urban Development Consolidated Annual Performance and Evaluation Report (CAPER).

This Consent Item was approved.

F.6.

SUBJECT: Accept and Appropriate Grant Funds from Pacific Gas and Electric for Leadership Merced Class 30's Project "Paint the Town"

REPORT IN BRIEF

Accept and appropriate grant funds (\$3,000.00) from Pacific Gas and

Electric to be used for a downtown Merced beautification art project led by Leadership Merced Class 30's class project "Paint the Town".

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting the grant funds totaling \$3,000.00 from Pacific Gas and Electric into Fund 001-2006-360.02-00 Contributions and Donations; and

B. Appropriating the same to Fund 001-2006-572.17-00 (Merced Visitor Services) to be used for the "Paint the Town" art beautification project, via the agreement between "Paint the Town" and the City of Merced; and,

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

This Consent Item was approved.

F.7.

SUBJECT: 2017 California Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant

REPORT IN BRIEF

Consider the acceptance of grant funding in the amount of \$120,000 from the California Office of Traffic Safety STEP Grant to reimburse the City for traffic enforcement operations conducted on overtime.

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting the grant award and increasing the revenue budget in account 035-1016-324.01-02 by \$120,000; and,

B. Appropriating the same to Fund 035-Police Office of Traffic Safety Grant Fund; and,

C. Approving the use of pooled cash until reimbursement from the grant is received; and,

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

This Consent Item was approved.

F.2. 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 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 threshold of \$29,000.00, the contracts listed on the attached table were entered into by the City.

Council Member BELLUOMINI pulled this item to ask about the Chabin Concepts contracts.

Director of Economic Development Frank QUINTERO explained the difference between the three contracts with Chabin Concepts.

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

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

No: 0

Absent: 0

F.4. SUBJECT: Notice of Vacancies (2) - Planning Commission

REPORT IN BRIEF

Requests direction for filling two vacancies on the Planning Commission.

RECOMMENDATION

City Council - Adopt a motion directing staff to notice vacancies (2) on the Planning Commission, due to the resignation of William Baker and the term completion of Kurt Smoot, and to seek applicants for the position, with an application deadline of September 30, 2017.

Council Member BELLUOMINI pulled this item to suggest advertising the Planning Commission vacancies in the regular section of the newspaper.

Council Member SERRATTO discussed the quality of applicants from the last vacancies.

Council Member PEDROZO discussed reaching out to the organizations that Council Members are a part of to advertise vacancies. He also spoke on the cost of advertising in the newspapers.

Mayor Pro Tempore BLAKE suggested utilizing the City's Facebook.

A motion was made by Council Member Belluomini, seconded by Council Member Pedrozo, to utilize social media to advertise the Planning Commission vacancies. The motion carried by the following vote:

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

No: 0

Absent: 0

F.8. SUBJECT: Merced City School District Contract for Police Services

REPORT IN BRIEF

Memorandum of Understanding (MOU) between the City of Merced Police Department and the Merced City School District (MCSD) for police services in the District's four middle schools.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a Memorandum of Understanding between the City of Merced and the Merced City School District to provide police services in the District's four middle schools; and,

B. Authorizing the City Manager or Assistant City Manager to execute the agreement; and,

C. Authorizing the Finance Officer to make the appropriate budget adjustments.

This item was pulled by a member from the public.

Police Chief Norm ANDRADE gave a brief presentation on the Merced City School District contract for Police Services.

Gloria SANDOVAL, Merced - requested that Council not pass this item and spoke about her opposition to officers on campus.

Chief ANDRADE spoke about officers on campus building relationships.

Marilyn MOCHEL, Merced - spoke on providing students with emotional and mental health help.

Chief ANDRADE discussed the mental health training that resource officers and police officers receive.

Council Member PEDROZO stated his support of schools having resource officers.

Council Member BELLUOMINI spoke about the City being proactive and preventing kids from joining gangs.

Council Member MARTINEZ asked about the number of officers provided for the middle schools. He also spoke on the importance of schools providing resource officers and bridging the gap between officers and the public.

Mayor Pro Tempore BLAKE discussed the role of resource officers and the new expectations of them. He stated his support for this item.

Council Member SERRATTO spoke about the opportunity for the resource officer to get to know the students and the community.

Council Member MCLEOD asked about the process if issues were to happen.

Chief ANDRADE discussed the processes the School District and Police Department go through in order to resolve any issues.

Mayor MURPHY stated his support for providing resource officers in middle schools.

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

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

No: 0

Absent: 0

G. REPORTS

G.1. SUBJECT: Create Honorary Historic Neighborhood District for Ragsdale Neighborhood

REPORT IN BRIEF

Consider creating an Honorary Historic Neighborhood District for the Ragsdale Neighborhood in Central Merced.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2017- 45, A** Resolution of the City Council of the City of Merced, California, approving the Ragsdale Subdivision honorary neighborhood residential historic district designation.

Assistant to the City Manager Mike CONWAY gave a presentation on creating the Honorary Historic Neighborhood District for the Ragsdale Neighborhood.

Gloria CONLIN, Downtown Neighborhood Association, Merced - spoke on the request to designate the Ragsdale Neighborhood for the Honorary Historic Neighborhood District.

Mary CAMPER, Merced - spoke on her family history in Merced and her support for the designation of the Ragsdale Neighborhood for the Honorary Historic Neighborhood District.

Mary HOFMANN, Merced - spoke on her family's history living in the Ragsdale neighborhood. She also stated her support for the designation of the Ragsdale Neighborhood for the Honorary Historic Neighborhood District.

Sarah LIM, Merced Historical Society - stated her support for the designation of the Ragsdale Neighborhood for the Honorary Historic Neighborhood District.

Mayor MURPHY stated his support for this item.

Council Member MARTINEZ asked about the criteria for future neighborhoods.

Mayor Pro Tempore BLAKE stated his support for this item and

commended the Downtown Neighborhood Association for all their hard work.

Council Member PEDROZO spoke on the Downtown Neighborhood Association's meeting that was held in regards to the Ragsdale Neighborhood. He also stated his support for this item.

Council Member BELLUOMINI stated his support for this item. He also spoke on the uniqueness of the neighborhood.

Council Member MCLEOD stated her support for this item. She also spoke on the meeting the Downtown Neighborhood Association had and the number of community members who attended.

Council Member SERRATTO stated his support for this item and the community.

City Manager Steve CARRIGAN stated his support for this item and discussed developing criteria for future honorary historic neighborhoods.

A motion was made by Mayor Pro Tempore Blake, seconded by Council Member Pedrozo, to adopt Resolution 2017-45. The motion carried by the following vote:

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

No: 0

Absent: 0

H. BUSINESS

H.1. **SUBJECT: City Council Subcommittee Update on Entry Sign Contest**

REPORT IN BRIEF

This item is in response to the City Council Subcommittee's request to discuss an update on entry signs into the City.

RECOMMENDATION

For Information only.

Council Member BELLUOMINI gave a brief presentation updating the Council on the Entry Sign Contest and discussed bringing the final results of the contest back to the October 16th meeting.

Council Member PEDROZO asked if bringing the contest results back on

October 16th would give the subcommittee enough time to pick a winner.

Assistant City Manager Stephanie DIETZ suggested bringing the results of the Entry Sign Contest to the November 6th meeting.

H.2.

**SUBJECT: City Council Position on League of California Cities
Resolutions**

REPORT IN BRIEF

Provides direction to the City's official League of California Cities voting delegate on two proposed League Resolutions.

RECOMMENDATION

City Council - Adopt a motion stating the City's position on each of the two proposed League Resolutions and directing the City's official League voting delegate to cast votes as such at the League's Annual Business Meeting on Friday, September 15, at the Sacramento Convention Center.

Council Member BELLUOMINI asked about the Emergency Medical Resolution and who oversees the Emergency Medical Services (EMS) Agency.

Fire Chief Michael WILKINSON explained that the Emergency Medical Resolution is to clarify the government code and the Emergency Medical Services Act for dispatch authority. He also explained that the Merced County Health Department oversees the EMS Agency.

Mayor Pro Tempore BLAKE asked if the Fire Department gets reimbursement from Riggs Ambulance when responding to a call.

Chief WILKINSON confirmed that the Fire Department does get reimbursed.

Rick MCMILLION, Merced - asked if Riggs Ambulance was part of the EMS Agency.

A motion was made by Council Member Belluomini, seconded by Council Member McLeod, for the City to support the resolutions at the League of California Cities Conference. The motion carried by the following vote:

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

No: 0

Absent: 0

H.3. Request to Add Item to Future Agenda

Council Member BELLUOMINI requested to add a quarterly report of the budget and priorities for the October 16th meeting.

H.4. City Council Comments

Council Member MARTINEZ reported on attending the transportation event and the casino opening event. He also spoke on the development of new businesses on Parsons and Childs as well as the Merced Mall area.

Council Member PEDROZO reported on attending the 4-H and Farm Bureau 100-year Celebration, the 90th Anniversary Celebration of Our Lady of Mercy School, the transportation event, and the casino opening event.

Mayor MURPHY spoke on the M Street bridge repair and the development of the downtown area. He reported on attending the transportation event and the Chamber of Commerce breakfast. He also judged a chilli cookoff at the Atwater Bible Church, and was a speaker at the Merced County Legal Professional Association meeting.

I. ADJOURNMENT

Clerk's Note: The Regular Meeting adjourned at 7:57 PM.

A motion was made by Mayor Murphy, seconded by Mayor Pro Tempore Blake, that the Regular Meeting be adjourned in memory of Steven Baker. The motion carried by the following vote:

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

No: 0

Absent: 0



CITY OF MERCED

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

Minutes

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

Tuesday, September 12, 2017

6:00 PM

A. STUDY SESSION ROLL CALL

Mayor MURPHY called the Study Session to order at 6:02 PM.

Planning Commissioners in attendance - CAMPER, COLBY, DYLINEA, SMITH

Present: 7 - Council Member Michael Belluomini, Council Member Anthony Martinez, Council Member Jill McLeod, Council Member Joshua Pedrozo, Council Member Matthew Serratto, Mayor Mike Murphy, and Mayor Pro Tempore Kevin Blake

Absent: 0

B. STUDY SESSION

B.1. SUBJECT: Joint Study Session with City Council/Planning Commission to Discuss Draft Cannabis Ordinance

REPORT IN BRIEF

A joint Study Session with the Planning Commission and City Council to discuss Draft Cannabis Ordinance.

Development Services Director Scott MCBRIDE gave a brief overview of the agenda and updated some of the current terminology regarding marijuana.

Neil HALL, SCI Consulting gave a slide show presentation on new laws and regulations being developed due to the voter-approved adult-use for cannabis. He discussed differences in adult-use and medicinal-use cannabis. He highlighted the number of medicinal marijuana card holders in the County and the State. He discussed several options regarding cultivation, manufacturing, testing, distribution and dispensaries that could be included in the proposed ordinance.

Mr. Hall also discussed taxation and fees involved and the potential revenue for the City.

City Manager Steve CARRIGAN discussed the amount of time the City has spent on the topic and thanked the Council for their work on this item.

Council Member PEDROZO questioned taxation on medicinal cannabis and asked for clarification on cultivation and nurseries.

Mr. HALL stated that nurseries could only wholesale immature plants.

Mayor Pro Tempore BLAKE asked about the cash-only aspect of the business.

Mr. HALL stated that there are options to accept cash tax payments.

Mayor MURPHY stated his support for indoor cultivation, 4 dispensaries and deliveries. He highlighted some confusion with the amount of space allowed for cultivation. He discussed the need for a vote by the people to tax cannabis in order to fund extra services that will be required to monitor these businesses.

Council Member BELLUOMINI expressed concern that hearings have not been held regarding the adult use of marijuana. He suggested moving forward with medicinal marijuana.

Council Member BELLUOMINI asked for clarification on several items in the draft ordinance. He also expressed concern that the ordinance conflicts with federal law. He asked for clarification on different zones quoted in the ordinance.

Planning Manager Kim ESPINOSA stated that Central Commercial and Regional Commercial are the same zoning category.

Council Member BELLUOMINI stated that he met with the consultant prior to the meeting to go over the ordinance.

Clerk's Note: Mayor MURPHY and Planning Commissioner SMITH left the meeting at 6:45 PM. Mayor Pro-Tempore BLAKE assumed the Chair duties for the remainder of the meeting.

Council Member BELLUOMINI continued to ask clarifying questions, including those related to business signage, volatile and non-volatile language, and other language used in different sections of the ordinance.

Council Member MCLEOD suggested that adult-use cannabis should be considered, due to the voters' approval.

Council Member PEDROZO agreed that adult-use should be considered as well.

Council Member BELLUOMINI continued to ask for language clarification in different portions of the ordinance. He also requested to review the criteria for awarding the permits for the four dispensaries.

Ms. ESPINOSA stated the criteria will be made available to Council, but would not be written in the ordinance.

Council Member MCLEOD stated support for both medicinal-use and adult-use cannabis due to the voter support in the City.

Planning Commissioner COLBY asked for clarification on the ordinance in regards to violating federal law.

Interim City Attorney Kim FLORES stated the ordinance follows state law.

Council Member MARTINEZ inquired about the amount of cannabis that can be purchased by recreational users and medicinal users.

Planning Chair DYLINE asked about medicinal cards and privacy laws.

Mr. HALL stated that the information was protected under HIPAA laws.

C. PUBLIC COMMENT

Susan BOUSCAREN, Merced - asked about the timeline for the applications.

Will SCAARUP, Eureka - spoke about the zones for delivery and distribution.

Mark YANDOW, Merced - spoke on land use.

Frank QUINTANA, Madera County - spoke on the selection process for dispensaries.

Wes HARDIN, Hanford - spoke about the differences in medicinal and recreational marijuana.

Zach DRIVAN, Stockton - spoke on his experience as an attorney with various marijuana issues.

Noble WARD, Merced - spoke on the tax implications of marijuana.

Hai DUONG, Merced - spoke on medicinal marijuana for pain relief.

D. COUNCIL DIRECTION ON DRAFT CANNABIS ORDINANCE

Council Member MARTINEZ suggested looking at the whole ordinance.

Council Member BELLUOMINI made a motion to have staff correct the ordinance and return it to Council with amendments for reconsideration.

Clerk's Note: The motion failed for lack of a second.

Planning Chair DYLINE stated that commercial cultivation should be self-funding.

Council Member SERRATTO stated that the ordinance should include both adult-use and medicinal-use.

Council Member PEDROZO asked about Conditional Use Permits.

Planning Manager Kim ESPINOSA suggested polling the Council and Planning Commissioners for direction on the different aspects of the ordinance.

Council and Planning Commissioners continued to discuss the different zone uses and locations for different aspects of the marijuana industry.

Direction for the ordinance:

Cultivation and Nurseries - Allow in Light Industrial and Heavy Industrial Zones.

Non-Volatile Manufacturing - Allow in Light Industrial and Heavy Industrial Zones.

Volatile Manufacturing - Allow in Heavy Industrial Zones.

Adult-Use Dispensaries - Allow 3 Adult-Use Dispensaries in Central Commercial and General Commercial Zones (prohibited in City Center).

Medicinal-Use Dispensaries - Allow 1 Medicinal-Use Dispensary in Commercial Office, Central Commercial and General Commercial Zones (prohibited in City Center).

Distribution - Allow in General Commercial, Light Industrial and Heavy Industrial Zones.

Laboratory Testing - Allow in Commercial Office, Central Commercial, General Commercial, Light Industrial and Heavy Industrial Zones.

Council Member BELLUOMINI expressed concern that giving direction on adult-use dispensaries was premature.

Council Member BELLUOMINI suggested that the applicants could appeal to the City Council.

Council and Planning Commission agreed with the final appeal being at the Council level.

City Manager CARRIGAN thanked the Council and Planning Commission for their efforts.

E. ADJOURNMENT

A motion was made by Council Member Belluomini, seconded by Council Member Pedrozo, that the Study Session be adjourned. The motion carried by the following vote:

Aye: 6 - Council Member Belluomini, Council Member Martinez, Council Member McLeod, Council Member Pedrozo, Council Member Serratto, and Mayor Pro Tempore Blake

No: 0

Absent: 1 - Mayor Murphy

Planning Commissioners in favor of adjournment - COLBY, CAMPER, DYLINEA

Clerk's Note: The meeting adjourned at 8:44 PM.



ADMINISTRATIVE REPORT

Agenda Item F.5.

Meeting Date: 10/2/2017

Report Prepared by: Kimberly Nutt, Planning Technician II

SUBJECT: Street Closure Request #17-12 (Merced County Office of Education, for Use of W. Main Street between M and K Streets, and Canal Street Between W. Main and the Alley Between W. Main and W. 18th Streets)

REPORT IN BRIEF

The Merced County Office of Education requests the use of City streets for the 16th Annual "Lights on After School" event, on Thursday, October 26, 2017, between 1:30 p.m. and 10:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of W. Main Street between M and K Streets, and Canal Street between W. Main and the alley between W. Main and W. 18th Streets, on Thursday, October 26, 2017, from 1:30 p.m. to 10:00 p.m., subject to the details and conditions outlined in the administrative staff report.

ALTERNATIVES

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

AUTHORITY

City of Merced Charter, Section 200; California Vehicle Code (CVC) Section 21101(e), as follows:

"21101. Local authorities, for those highways under their jurisdiction, may adopt rules and regulations by ordinance or resolution on the following matters:

(e) Temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing."

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

The Merced County Office of Education (MCOE) is requesting to hold its 16th Annual “Lights on After School” event on downtown streets on the evening of Thursday, October 26, 2017. The event will begin at 3:00 p.m., and is expected to end at 8:30 p.m.

Launched nationally in October 2000, “Lights On After School” is a coordinated nationwide event celebrating afterschool programs and their important role in the lives of children, families, and communities. Organized nationwide by The Afterschool Alliance, and partnered on the national level with groups including the American Heart Association’s Voices for Healthy Kids, Alliance for a Healthier Generation, Camp Fire, National Recreation and Parks Association, the YMCA, and 4-H National Youth Science Day, the simultaneous events throughout the United States seek to draw attention to the many ways afterschool programs support students by offering them opportunities to learn new things and discover new skills.

Locally, the Merced event will feature games, information booths, performances by local groups, music, and a children’s walking parade through the closure area (Attachment 3). The MCOE expects an attendance of approximately 2,500 people.

Requested Streets:

The applicant requests the closure of the following streets on Thursday, October 26, 2017, from 1:30 p.m. to 10:00 p.m., as shown on Attachments 1 and 2, subject to the details and conditions outlined in the Conditions of Approval:

- W. Main Street, between M and K Streets
- Canal Street, between W. Main and the alley between W. Main and W. 18th Streets.

Temporary barricades will be placed at the intersections of M and W. Main Streets, K and W. Main Streets, and on Canal Street at the pedestrian crossing mid-block at the alley between W. Main and W. 18th Streets (Attachment 2). Since only half of Canal Street will be used, vehicles will be able to use Canal Street north of the alley to gain access to public parking lots immediately north of the event.

The event sponsor has ordered the placement of temporary restroom facilities for the public’s use during the event, including a handicapped-accessible unit. They will be placed at the southern end of Bob Hart Square, at Canal Street.

At least seventy-two hours (three days) prior to the event, the event organizers are required to notify nearby businesses and residences within one half-mile of the affected streets (Condition #6). To ensure this is done, event organizers are required to provide staff with confirmation that this notification was given. Staff has prepared a standard form that the event sponsor shall complete, photocopy, and distribute to businesses and residences within the stated area (Attachment 4). A copy of this form shall also be signed and submitted to Planning Department staff, affirming that the required businesses and residences were notified.

Conditions of Approval:

The event and street closure will be subject to the following conditions, if approved:

1. By applying for the street closure request, the Permittee shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by the City of insurance certificates and endorsements required for this event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
2. Prior to engaging in the event, Event Sponsor shall provide the City with a Certificate of Liability Insurance evidencing coverage in an amount of no less than \$500,000 for property damage and \$500,000 for personal injury or a minimum combined single limit coverage of \$500,000. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this coverage, naming the City of Merced, its Officers, Employees, Agents as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City. Certificates of Insurance shall also be provided for Automobile insurances of all automobiles used for the event. If the Event Sponsor has any employee (s), full workers' compensation insurance shall be provided with a limit of at least \$100,000 for any one person as required by law.
3. The event sponsor shall obtain, at its sole cost and expense, special events coverage insuring the City and its officers, employees, volunteers, and agents from any and all claims relating to the project. Special events coverage may be obtained through private insurance or is available through application with the City of Merced Insurance/Risk Management Department, 209-388-7100.
4. Failure to comply with any law, rule, or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.
5. 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).
6. Event sponsor shall contact all businesses and residences affected by the street closures, advising them of the hours, conditions, and reason thereof within one half-mile of the closure area at least seventy-two (72) hours prior to the event. Event sponsor shall provide the City with confirmation that the proper notification was given (Attachment 4).

7. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path to and through the interior of the closure area at all times. Fire hydrant access shall not be blocked at any time whatsoever.
8. Event sponsor shall provide adequate supervision and security throughout the area to ensure the safety of the participants and the public gathered, as required by the Police Department.
9. The Merced City Police Department or their designee has the authority to immediately cancel all activities requested with this street closure if there is a police or other emergency incident in the area. Application fees are non-refundable.
10. Event sponsor shall be responsible for removing all equipment and disposing of any trash and debris within and around the closure area that is generated from the event prior to the expiration of the closure permit.
11. Alcoholic beverages may not be served or sold at this event.
12. Event sponsor shall be responsible for ensuring that any outside vendors involved with the event obtain a City of Merced business license and a Merced County Environmental Health Food Vendor Permit, if food-related.
13. If needed, the applicant/event sponsor shall arrange and pay for special event City Refuse and/or recycling container service(s) by contacting Public Works at (209)385-6800.
14. All other provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.

Recommendation:

In summary, City Staff is recommending approval of the requested Street Closure and use of Bob Hart Square, subject to the conditions above.

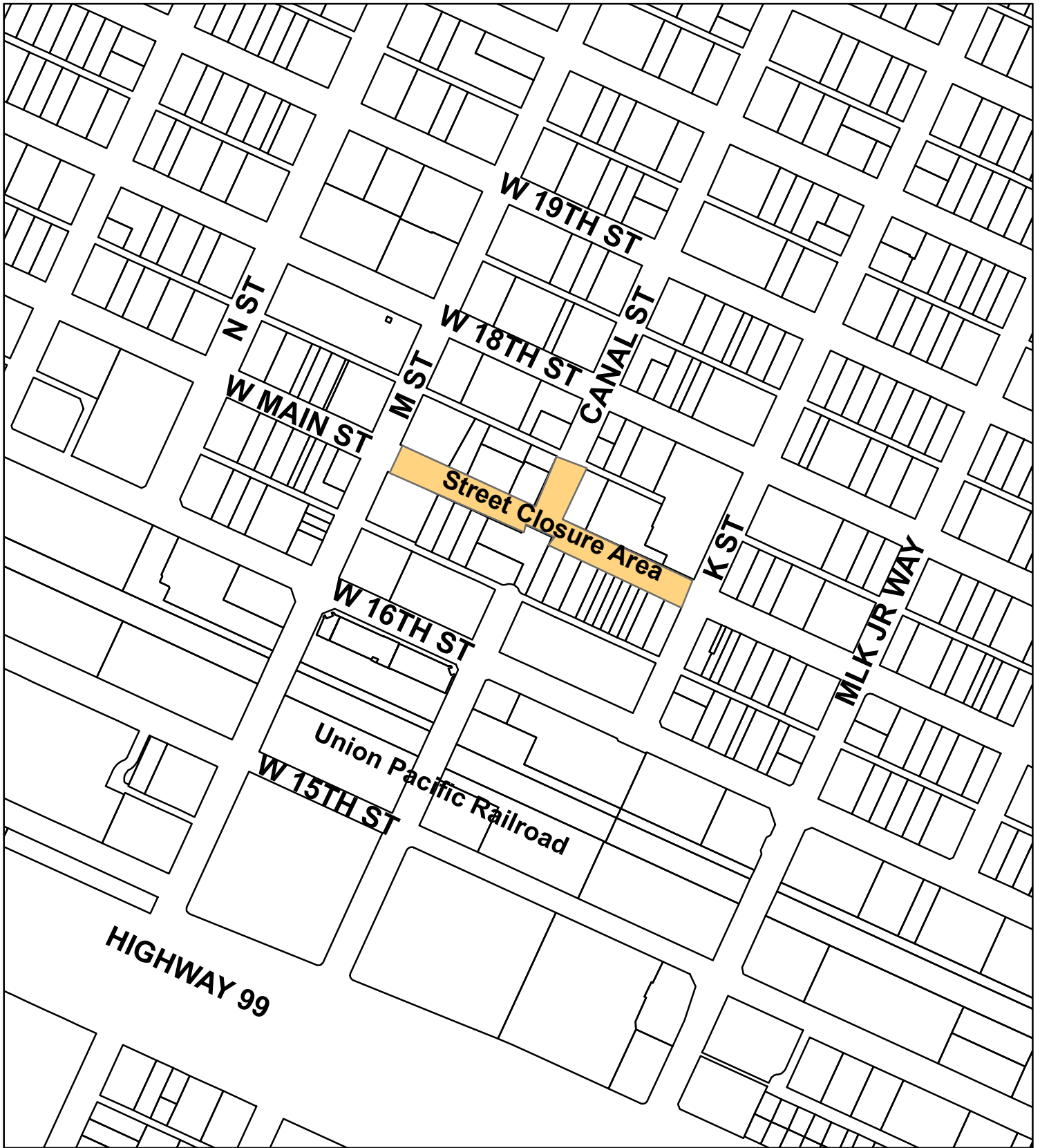
IMPACT ON CITY RESOURCES

There will be very little impact on City resources in association with this street closure.

The event has not needed additional refuse containers for past years' events, and they expect this will remain the same. However, the event does generate some recyclable waste and thus will need recycling container services from Public Works. The event sponsor would be required to make arrangements with the Public Works' Refuse Division for those services (Condition #13).

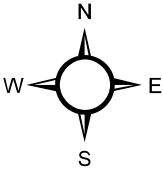
ATTACHMENTS

1. Location Map
2. Closure Detail
3. Event Site Plan
4. Notice of Pending Street Closure form



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

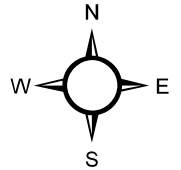
**Location Map:
Street Closure #17-12
Merced County Office of Education
"Lights On After School"
Thursday, 10-26-17**

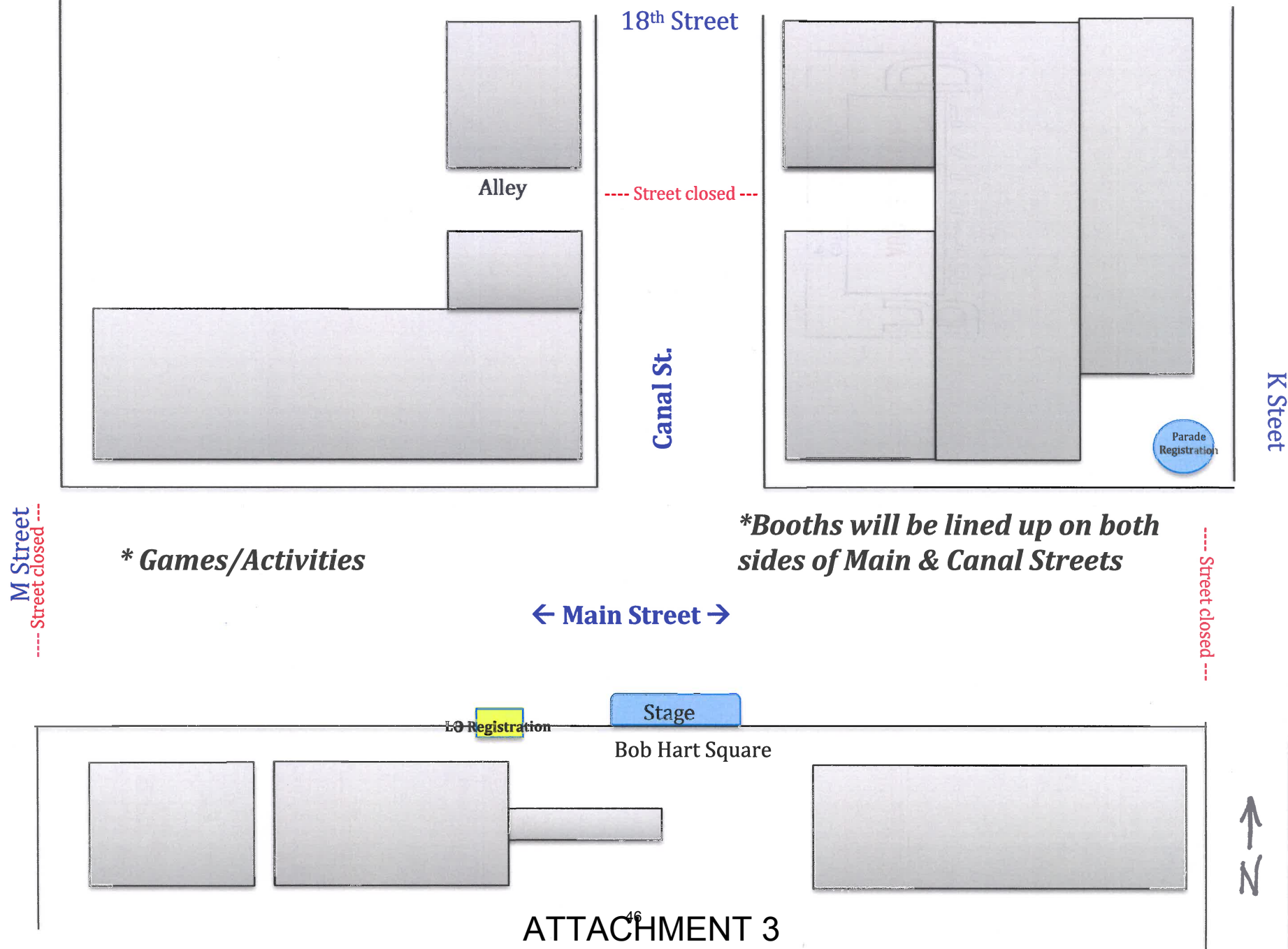




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Closure Detail:
Street Closure #11-14
Merced County Office of Education
"Lights On After School"





NOTIFICATION OF PENDING STREET CLOSURE

This is to notify you of an event that will require the closure of street(s) in your area. Please note the details below, including the date and time of the closure(s), and plan to park your vehicle(s) off the affected street(s) on the day of the event. Your cooperation is greatly appreciated. If you have any concerns, please notify the contact person listed.

Name of Event: _____ **Type of event (parade, etc.):** _____

Contact Person: _____ **Phone Number:** _____

Date(s) of closure: _____ **Time:** between _____ am/pm and _____ am/pm

Streets to be closed: _____

Other streets with restricted access: _____

Please Note: Event Sponsor is responsible for posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to any necessary towing of vehicle(s), per California Vehicle Code Section 22651(m).

To avoid having your vehicle towed, please keep this notice as a reminder and comply with the posted parking restrictions. If you are a business with employees, please notify your employees as soon as possible and post this notice in a conspicuous location. Thank you.

NOTIFICATION OF PENDING STREET CLOSURE

This is to notify you of an event that will require the closure of street(s) in your area. Please note the details below, including the date and time of the closure(s), and plan to park your vehicle(s) off the affected street(s) on the day of the event. Your cooperation is greatly appreciated. If you have any concerns, please notify the contact person listed.

Name of Event: _____ **Type of event (parade, etc.):** _____

Contact Person: _____ **Phone Number:** _____

Date(s) of closure: _____ **Time:** between _____ am/pm and _____ am/pm

Streets to be closed: _____

Other streets with restricted access: _____

Please Note: Event Sponsor is responsible for posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to any necessary towing of vehicle(s), per California Vehicle Code Section 22651(m).

To avoid having your vehicle towed, please keep this notice as a reminder and comply with the posted parking restrictions. If you are a business with employees, please notify your employees as soon as possible and post this notice in a conspicuous location. Thank you.

To be signed by Event Sponsor Representative after completion of required 72-hour notification and submitted to the City of Merced Planning Dept, City Hall (2nd Floor), 678 W. 18th Street, Merced.

I have notified the required parties of the dates, times, and affected streets, as required.

Signed _____ Title: _____ Date: _____



ADMINISTRATIVE REPORT

Agenda Item F.6.

Meeting Date: 10/2/2017

Report Prepared by: Lamguene Kindavong, Recreation Supervisor, Parks and Recreation

SUBJECT: Request by the National Association for the Advancement of Colored People for the 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 NAACP on October 14, 2017.

RECOMMENDATION

City Council - Adopt a motion approving the Recreation and Park Commission's recommendation to grant use of the Senior Community Center to the NAACP 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 2017-18 Adopted Budget

DISCUSSION

On July 19, 2017, the Parks and Recreation Department received a request from the NAACP to use the Senior Community Center at the co-sponsored rate. The group will be holding a fundraiser on October 14, from 5:00 to 10:00 PM, to support their local chapter. The total time for the event, including set up and clean up, will be from 3:00 to 11:00 PM. The request was on the agenda for the August 28, 2017 Recreation and Parks Commission meeting and was approved by commissioners.

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. The NAACP will be required to provide liability insurance and security regardless of which fees are approved.

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)	
\$300 refundable deposit	\$50 refundable deposit
\$625 hourly rate (\$125 per hour)	\$240 staff charge (\$30 per hour)
\$100 set up fee	\$80 energy fee (\$10 per hour)
\$366 cleaning fee	\$45 per event maintenance fee
<u>Total = \$1,365</u>	<u>Total = \$415</u>

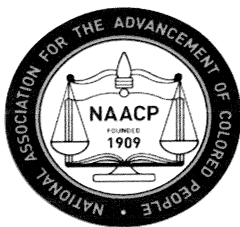
Staff and the Recreation and Parks Commission have reviewed the application and see the event as a worthy cause and recommend approving the request.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed

ATTACHMENTS

1. Letter of Request
2. Application



MERCED COUNTY NAACP BRANCH 1047

P. O. Box 1310
ATWATER, CA 95301
(209) 726-3236
NAACPMERCED1047@AOL.COM

July 19, 2017

City of Merced
Merced Parks & Recreation
678 W. 18th Street
Merced CA 95340

RE: Co-sponsorship Merced County NAACP Freedom Fund Banquet

Dear Sirs:

Merced County NAACP's 56th Freedom Fund Banquet is scheduled for October 14, 2017 at the Merced Senior Community Center, 755 W. 15th Street, Merced, CA. We are requesting the City of Merced co-sponsor the event.

Our experience using this facility in the past has worked well for the banquet. We are requesting these facilities for October 14, 2017 from 5:00 PM to approximately 10:00 PM. We will be providing insurance as well as the needed security for the event.

The Annual Freedom Fund Banquet is a fund raiser directed under the guidance of National Branch of the NAACP for raising monies for its non-profit organization. The NAACP is a 501(c)(4) non-profit organization.

The NAACP was founded in 1909 in New York City by a group of citizens fighting for social justice to ensure a society in which all individuals have equal rights and there is no racial hatred or racial discrimination. Previous Freedom Fund Banquets have been a huge success and at this event we are celebrating the 108th year in existence. This year's banquet is also the 56th Annual Freedom Fund Banquet for the Merced Branch of the NAACP.

We would appreciate co-sponsorship of this event as we continue working together for the progressive growth of our community. The sponsorship moreover sends a strong message of support, caring and encouragement for all citizens of Merced County.

Sincerely,

Kenneth Roberts
Co-Chairman, Freedom Fund Banquet

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

*\$50 Deposit on file

keep deposit on file

APPLICATION AND AGREEMENT FOR USE OF FACILITIES

Applicant's Name: <u>Kenneth Roberts</u>	Address: [REDACTED]	City: <u>Merced</u>	Zip Code: <u>95340</u>
---	------------------------	------------------------	---------------------------

Name of Organization: <u>NAAEP</u>	Day Phone (Area Code): [REDACTED]	Evening Phone (Area Code): [REDACTED]
---------------------------------------	--------------------------------------	--

Room to be reserved - Please Circle:

Sam Pipes Conference Room

Merced Community Senior Center

Nature of Event: <u>Fundraiser</u>	Event Date: <u>10-8-16</u>	Time: <u>3:00</u> AM/PM <u>11:00</u> AM/PM	Estimated Attendance Adults Minors Total
---------------------------------------	-------------------------------	---	---

Public Event? <u>Yes</u> No	Equipment Requirements: (*Does not apply to Sam Pipes room rental) <input type="checkbox"/> Chairs - Theatre Style* <input type="checkbox"/> Chairs and Tables - Classroom Style* <input checked="" type="checkbox"/> Chairs and Tables - Banquet Style with Dance Floor* <input type="checkbox"/> Stage* <input type="checkbox"/> Kitchen Facilities* <input type="checkbox"/> Portable Coffee Maker(s)* <input checked="" type="checkbox"/> P.A. System <input type="checkbox"/> U.S. Flag <input type="checkbox"/> California Flag Other _____ _____ _____ ADDITIONAL DATES: _____
Event used to raise money? <u>Yes</u> No	
Admission Charged? <u>Yes</u> No	

new date
Oct: 14th 2017

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 10-12-15

-OFFICE USE ONLY-

FEES

Contracted Hours 7 @ \$ 40 = \$ 320.00

Deposit \$ 50

Set-up Fee \$ _____

Kitchen Fee Maint. \$ 45

Cleaning Fee \$ _____

TOTAL \$ 415.00

Department Authorized Signature:

[Signature] Date: 10/17/15

- ☒ 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.



ADMINISTRATIVE REPORT

Agenda Item F.7.

Meeting Date: 10/2/2017

Report Prepared by: Norman Andrade, Chief of Police, Merced Police Department

SUBJECT: Approval of an Amended and Restated Memorandum of Understanding with the Merced Community College District for Police Services

REPORT IN BRIEF

Consider approving an Amended and Restated Memorandum of Understanding between the City of Merced Police Department and the Merced Community College District for police administrative services at the District's campuses.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving an Amended and Restated Memorandum of Understanding between the City of Merced and the Merced Community College District to provide police services at the District's campuses; and,
- B. Authorizing the City Manager or Assistant City Manager to execute the agreement; and,
- C. Authorizing the Interim Finance Officer to make the appropriate budget adjustments.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2017-18 Adopted Budget.

DISCUSSION

In 2016/2017, Merced Community College requested the assistance of the Merced Police Department in providing a Police Administrator for the college, as their agreement with the Merced

County Sheriff's Department for such services was due to expire. The City of Merced entered into a short-term agreement with the Merced Community College District to assign a Police Captain to serve part-time as the college Police Department's Chief Administrator at 75% reimbursement to the City for salary and benefits.

The college has requested that the City continue providing these services in FY 2017/2018, and through FY 2019/20, at 100% reimbursement for salary and benefits. With the recent change in Administrators, the College has requested a full-time Police Captain be assigned to the detail. During initial conversations, the College had requested the assignment of a full-time Lieutenant. However, after further evaluation, the College has requested to retain an administrator at the Captain level. MPD is willing to provide the Captain position since the College has committed to pay 100% salary and benefits for the term of the Agreement (4 years). With the understanding that the needs of MPD may fluctuate, the College has also agreed to Section 1.8, which allows the City to place a Lieutenant, if it becomes necessary and if mutually agreed upon between the City and the College. If a Lieutenant is assigned in lieu of a Captain, the City will receive 100% reimbursement for salary and benefits at the Lieutenant rate of pay.

As part of the FY 2017/18 Budget, the Council added a Lieutenant position to allow MPD to provide services to Merced College. MPD would like to retain the Lieutenant position in order to address administrative needs within the department with the transition of a full-time Captain to the College.

With the formation of this Agreement, the City and the College will be working together on several notable collaborative efforts. For example, as detailed in Section 10 of the Agreement, the Merced College will allow the City's Police and Fire Departments to periodically conduct trainings and meetings in their available classrooms, facilities, and in other areas of their campuses at no cost to the City. The College is also willing and interested in assisting the City with hosting community events, such as the Drug Store Project, and community meetings, such as Neighborhood Watch. In addition, the College Police Department and the City Police Department will work together to educate students about the City's Social Host Ordinance, and they will work together to enforce it.

The new agreement stipulates that the City will provide a Police Captain or Lieutenant to serve full-time as the college Police Department's Chief Administrator, and the college will make monthly payments, based on actual expenses, to the City for reimbursement in the amount not to exceed \$209,366.50 annually. The term of the agreement is from September 1, 2016 to September 1, 2020.

IMPACT ON CITY RESOURCES

Funding will be provided by the Merced Community College District, as outlined in the contract.

ATTACHMENTS

1. Amended and Restated memorandum of Understanding between the City of Merced and the Merced Community College District.

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
CITY OF MERCED
AND THE
MERCED COMMUNITY COLLEGE DISTRICT
Reimbursement Agreement for Police Services**

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING is made and entered into on this ____ day of _____, 2017, by and between the City of Merced, a California Charter Municipal Corporation (hereinafter referred to as “City”) and the Merced Community College District (hereinafter referred to as “College”). This Amended and Restated Memorandum of Understanding supersedes the original Memorandum of Understanding entered into on September 1, 2016. The City and the College hereinafter may be referred to collectively as the “Parties” or in the singular as “Party,” where contextually required.

WHEREAS, City, as a California Charter Municipal Corporation operates its own Police Department for the purpose of providing public safety and protection services for the general welfare of its citizens; and,

WHEREAS, College has its own Police Department that provides police services for its campuses but is in need of an experienced sworn police officer to supervise the Department; and,

WHEREAS, College desires to contract with City for the assignment of a sworn police officer at the rank of Police Captain to provide full time management services for its Police Department; and,

WHEREAS, College and the City desire to set forth in this Memorandum of Understanding (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 Employment and Assignment of Officer

- 1.1 City agrees to employ one (1) Police Captain during the term of this Agreement who shall be assigned to College for the purpose of managing and supervising College’s Police Department. The Police Captain shall be an employee of City in its Police Department and shall be subject to the administration, supervision and control of the Merced Police Department except as the extent to which such administration, supervision and control are subject to the terms and conditions of this Agreement. The City shall maintain all personnel records for any police officer working pursuant to this Agreement. Nothing in this Agreement shall preclude any Merced Police Officer assigned to College to perform services pursuant to this Agreement from performing law enforcement services for others during the term of this Agreement.

- 1.2 City agrees to provide and to pay the Police Captain's salary and employment benefits in accordance with the applicable state and federal laws, City salary schedules and employment practices of the City and the Merced Police Department. The Police Captain shall be subject to all other personnel policies and practices of the City and the Merced Police Department.
- 1.3 College agrees to reimburse the City on a monthly basis for the costs of the services provided by its Police Captain pursuant to this Agreement. The operational costs for the reimbursement of the Police Captain are set forth in more detail in Exhibit A, which is attached hereto and incorporated by reference herein. For Fiscal Year 2017/2018, the cost of providing police services pursuant to this Agreement is \$209,366.50 annually. College shall pay City in monthly payments.

College is aware that City's costs to provide the services under this multi-year Agreement will increase each fiscal year due to scheduled salary increases, benefit costs increases and/or changes in state and federal law. By May 31st of each year during the term of this Agreement, City shall provide to College in writing an updated Exhibit A, which shall reflect the operational costs for the services under this Agreement for the upcoming fiscal year (July 1 through June 30). The updated Exhibit A shall become part of this Agreement and shall govern the respective fiscal year's payment obligations. College shall pay the City the amount set forth in each updated Exhibit A for the corresponding fiscal year on a monthly basis.

- 1.4 The City is the employer of the Police Captain. The selection and placement of the Police Captain at College shall be made by the Chief of Police for the Merced Police Department with the consultation and consent of the College President or designee. The Merced Police Department shall have complete authority to temporarily reassign, discharge, discipline and evaluate the Police Captain. Nothing in this Agreement shall be construed or interpreted as creating or establishing an employer/employee relationship between any Merced police officer assigned to work under this Agreement. The Police Captain shall work closely and directly communicate with the College President or designee. The College President or designee shall provide input to the Merced Chief of Police on issues related to the assignment and evaluation of the Police Captain. For purposes of College's operational matters, the Police Captain will report to the College President or designee under the direction of the Chief of Police.
- 1.5 In the event of the resignation, dismissal or reassignment of the Police Captain, or in the case of long-term absences by the Police Captain, the Chief of Police shall provide a temporary replacement as soon as possible. During this time, City will ensure there is no break in coverage, even when a temporary replacement is being selected. Further, City agrees not to assign a temporary replacement for more than a three (3) month period. The selection of any replacement Police Captain at College shall be made with the consultation and consent of the College President or designee.

- 1.6 In the event that the Police Captain will be absent from work, he or she shall notify the Merced Police Department as well as the College President or designee in advance of the absence.
- 1.7 Although it is agreed that nothing in this Agreement shall place College in command of, or authority over the Police Captain, it is agreed that the Police Captain is under the direct supervision of the College President or designee for response to the needs of College's campuses and facilities. The College President or designee will work with the Police Captain to develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest, or endangerment.
- 1.8 In the event both parties mutually agree that it is in their best interest, then City may assign one (1) Police Lieutenant, in lieu of Police Captain rank, for the purpose of managing and supervising the College's Police Department. All aforementioned terms of Agreement in Section 1 will apply in the event a Police Lieutenant is assigned, including the adjusted reimbursement rate to the City at the Lieutenant pay scale.

2.0 Term

- 2.1 The term of this Agreement shall be from September 1, 2016, through September 1, 2020, unless terminated earlier pursuant to Section 14 of this Agreement.

3.0 Duty Hours / Place of Performance

- 3.1 The Police Captain shall set specific duty hours at the College as desired by College, but shall generally work a 40 hour work week. The Police Captain shall serve as the Law Enforcement Manager for the College.

4.0 Basic Qualifications of Police Captain

The Police Captain must meet the following qualifications:

- 4.1 Shall be a city employed Police Officer with two years of law enforcement experience;
- 4.2 Shall possess sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and College Board of Education policies and regulations;
- 4.3 Shall be capable of conducting criminal investigations;
- 4.4 Shall possess communication skills, which would enable the officer to function effectively with the Administration of the College and the campus environments.

5.0 Duties of Police Captain

- 5.1 The Police Captain shall develop expertise in presenting various subjects to the College Administration, staff, students, and community. Such subjects shall include, but not be limited to: a basic understanding of the law, the role of the

police officer and law related areas, tobacco, alcohol and drug issues, evidence diffusion, violence prevention, group and safe issues to the community.

- 5.2 When requested by the College President or designee, the Police Captain shall attend student/staff/administrative meetings to solicit support and understanding of programs, procedures and operations offered or occurring at College's campuses and/or College's events.
- 5.3 The Police Captain shall make himself/herself available for conference with students, parents, College Administrators, staff and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
- 5.4 The Police Captain shall become familiar with all community agencies which offer assistance such as mental health clinics, drug treatment centers, etc.
- 5.5 Should it become necessary to conduct formal police interviews with students, the Police Captain shall adhere to any applicable College policies and procedures and state and federal education regulations, to the extent that such policies do not conflict with police departmental general orders, regulations, policies and legal requirements to conduct such interviews.
- 5.6 The Police Captain shall take all law enforcement action as required. As soon as practical, the Police Captain shall make the College President or designee aware of such action. The Police Captain shall take appropriate law enforcement actions against intruders and unwanted guests who may appear on the campuses or College facilities and related school functions, to the extent that the Police Captain may do so under the authority of law.
- 5.7 The Police Captain shall give assistance to other law enforcement personnel in matters regarding College assignment as well as responding to an officer needing assistance.
- 5.8 The Police Captain shall not act as a student disciplinarian, as disciplining students is the responsibility of College. However if an incident occurs that involves a violation of the law, the Police Captain can determine whether law enforcement action is appropriate.
- 5.9 The Police Captain will coordinate operations and provide supervision of all College personnel under the College Police Department, including, but not limited to, sworn campus police officers and classified professionals. This includes the supervision, scheduling and evaluation of said personnel. Further, the Police Captain, in consultation and support of the College President or designee, shall be charged with the performance of the following duties:
 - A. Plan, organize and direct, in coordination with the College's Director of Risk Management, the College's Emergency Preparedness Program and coordinate emergency response training for College employees as needed.
 - B. Develop contingency plans for College disturbances and emergency situations as required.

- C. Provide consultation, in coordination with the College's Director of Risk Management, in the development and implementation of District health and safety programs.
- D. Develop and administer campus crime prevention program. Develop programs and procedures, prepare and distribute memos and other forms of communication to students and staff regarding safety and security issues, escort services and the prevention of crime and accidents.

6.0 Chain of Command

- 6.1 As an employee of the City and the Merced City Police Department, the Police Captain shall follow the chain of command as set forth in the Merced Police Department Policies and Procedure Manual. The Police Captain will report to the College President or designee for all College-related operational issues under the direction of the Chief of Police.
- 6.2 In the performance of his/her duties, the Police Captain shall make every reasonable effort to coordinate and communicate with the College President or designee.

7.0 Training

- 7.1 The Police Captain shall be required by the Merced Police Department to attend police training sessions. Training sessions will be conducted to provide the Police Captain with appropriate in-service training, such as updates in the law, in-service firearm training and law enforcement-school related training;
- 7.2 The College also may provide training in Board of Trustee policies, regulations and procedures.
- 7.3 The City agrees to provide all necessary and required law enforcement training for the College's sworn police officers, including POST Certification.

8.0 Supplies and Equipment

- 8.1 The Merced Police Department agrees to provide the Police Captain with standard issue equipment, firearm and rounds of ammunition as needed to perform his/her duties;
- 8.2 College agrees to provide an office, desk, desk chair, computer and the usual and customary office supplies and other law enforcement equipment not provided by the City or the Merced Police Department.

9.0 Access to Education Records

- 9.1 Within the parameters of any and all applicable state and federal laws, College shall allow the Police Captain to inspect and copy records maintained by the College including student directory information, classroom assignments and

discipline files. Law enforcement officials may not inspect and/or copy confidential student education records except as allowed by law.

- 9.2 If information exists within a student's cumulative record that is needed in an emergency to protect the health or safety of the student or other individuals, College may disclose to the Police Captain that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence;
- 9.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only as allowed by law.

10.0 Collaborative Efforts

- 10.1 Periodically during the term of this Agreement, if available and not disruptive to the operational needs of College, City's Police and/or Fire Department may use College's facilities, including classrooms, pools, buildings or areas of College's campuses for training purposes. Depending on availability, classrooms or other facilities may also be made available for police related community meetings such as Neighborhood Watch meetings. The Chief of Police or his or her designee shall submit a completed Facility Use Form at least two weeks in advance of the trainings or meetings to the College President or designee. Where warranted or required by College, City shall provide College with an Agreement to indemnify College in advance of the training event or facilities use, but at no cost for facilities use.
- 10.2 College and City will explore jointly planning and hosting community events at College such as the Drug Store Project. College and City's Police Department will also work together to educate College's students about City's Social Host Ordinance. College's Police Department will assist City's Police Department in the enforcement of City's Social Host Ordinance.

11.0 Discrimination

- 11.1 Both the City and College and/or its employees shall not discriminate because of race, religion, color, national origin, disability, marital status, age, or sex or any other protected class against any person by refusing any person or privilege offered to or engaged by the general public.

12.0 Indemnify / Hold Harmless

- 12.1 The College shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and costs) of every nature arising out of or in connection with the assigned officer's performance of work or his or his failure to comply with any of its obligations contained in the Agreement, except such loss or

damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

- 12.2 The City shall indemnify, defend, and hold harmless the College, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and costs) of every nature arising out of the active negligence by the City, or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

13.0 Notices

- 13.1 Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

To: Merced Community College District
ATTN: Chris Vitelli, Superintendent/President
3600 "M" Street
Merced, CA 95348

To: Norm Andrade, Chief of Police
City of Merced Police Department
611 W. 22nd Street
Merced, CA 95340

The address to which the notices to be sent may be changed by either party advising the other in writing of such change. Nothing herein shall preclude the giving of notice by personal service.

14.0 Termination

- 14.1 Either party may terminate the services under this Agreement with or without cause by giving thirty (30) days prior written notice thereof to the other party.

15.0 Modification of Agreement

- 15.1 This Agreement may not be changed or modified except in writing and signed by both parties.

16.0 Agency Relationship

- 16.1 This Agreement is not intended to, and shall not be, to create the relationship of principal-agent, master-servant, or employer-employee between College and City.

17.0 Copies of Agreement

17.1 This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

IN WITNESS WHEREOF, the parties the day and year first above written have affixed their signatures hereto.

ATTEST:
CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
City Manager or designee _____ Date _____

Approved by: _____
Norman Andrade, Chief of Police _____ Date _____

APPROVED AS TO FORM:

BY:  _____
City Attorney _____ 9-5-17 _____
Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer _____ Date _____

MERCED COMMUNITY COLLEGE DISTRICT

BY: _____
_____ Date _____

Title: _____

Police Captain, Top Step - FY 17-18**Full Benefits**

	Yearly
Salary 17/18 (current grade 62.2456*2080)	129,470.85
Uniform Allowance	1,050.00
Holiday Pay	0.00
Projection - Education Pay AA/AS	0.00
Projection Additional Pay: Post Pay Intern	0.00
<u>Total Salary</u>	<u>130,520.85</u>
Medicare @ 1.45%	1,892.55
Social Security @ 6.20%	8,092.29
PERS employer @ 16.346%	21,334.94
PERS Normal @ 9%	11,746.88
PERS Unfunded Liability Cost @ 12.793%	16,697.53
Cafeteria Plan - budget @ 802.25 per pay period	20,858.50
<u>Total Benefits</u>	<u>80,622.69</u>
<u>Total Expense</u>	<u>211,143.54</u>
Less Employee Share PERS	(\$11,746.88)
Net Cost	<u>199,396.66</u>
Admin/Overhead Expenses - Police	9,969.83
TOTAL	209,366.50

Total Expense per hour

\$ 101.5113

Prepared by: Joni Verra, 7/13/2017



ADMINISTRATIVE REPORT

Agenda Item F.8.

Meeting Date: 10/2/2017

Report Prepared by: Ken F. Elwin, PE, Director of Public Works

SUBJECT: Selection of Projects for the Road Repair and Accountability Act (SB1) FY17/18 Apportionment

REPORT IN BRIEF

Approves the list of projects proposed to be funded with Road Maintenance and Rehabilitation Account (RMRA) funds pursuant to SB1.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2017-50**, A Resolution of the City Council of the City of Merced, California, Approving the "FY 2017-2018 Project List" for the Road Repair and Accountability Act (SB1), Local Streets and Roads Funding for Fiscal Year 2017-2018; and, authorizing the Interim Finance Officer to make the necessary budget adjustments.

ALTERNATIVES

1. Approve as recommended by staff; or,
2. Approve, subject to modifications by City Council; or,
3. Deny.

AUTHORITY

Streets and Highways Code (SHC) Section 2034(a)(1) requires an eligible city to submit to the California Transportation Commission a list of projects proposed to be funded with Road Maintenance and Rehabilitation Account (RMRA) funds; the approved project list must be incorporated into City budget and adopted at a regular public meeting.

CITY COUNCIL PRIORITIES

Addresses City Council Priority for local roads/sidewalks/traffic.

DISCUSSION

Background

On April 28, 2017, the Governor signed Senate Bill 1 (SB1), also known as the Road Repair and Accountability Act of 2017. This program provides funding for basic road maintenance, rehabilitation, and critical safety needs for state highways and local streets.

The funding will be deposited by the State Controller into the Road Maintenance and Rehabilitation

Account (RMRA) and will be apportioned by formula to eligible cities. In order for a city to be eligible to receive RMRA funding, an approved project list must be first incorporated into their city budget and adopted at a regular public meeting.

Projects eligible for RMRA funding include, but are not limited to, road maintenance and rehabilitation, safety projects, railroad grade separations, complete street components (including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project), and traffic control devices.

The project list must include a description, location, completion schedule, and estimated useful life of the improvement. This project list does not limit the City's flexibility in completing projects based on local needs and priorities, as long as the projects meet the standards in the RMRA guidelines. The City will be required to annually submit a project list to the CTC in order to be eligible for RMRA funding.

Pavement Management System (PMS)

The American Association of State Highway and Transportation Officials (AASHTO) defines PMS as: *"A pavement management system is a set of tools or methods that assist decision makers in finding optimum strategies for providing, evaluating, and maintaining pavements in a serviceable condition over a period of time."* By developing reliable pavement inventory and condition information, the City will be better able to identify and prioritize pavement maintenance and rehabilitation needs within budget or other considering constraints that may exist, in a more cost-effective manner.

A pavement management system relies on objective, repeatable pavement condition information to determine current and future maintenance and rehabilitation needs. Therefore, the first step involves conducting a meaningful pavement evaluation. This evaluation could comprise of both a functional evaluation and a structural evaluation.

A functional evaluation considers the surface characteristics of a road, such as, cracking, smoothness, noise, friction etc. The functional pavement evaluation typically results in what is called a pavement condition index (PCI) which is based on the type, severity, and quantity of distress present. A structural evaluation is used to determine the ability of the pavement to carry traffic loadings, with information such as pavement layer thicknesses, subgrade, and is typically done at a project specific level.

The decision makers (staff, council) will need to base their program recommendations not only on a PCI, but instead recommendations will need to consider existing constraints as well as funding limitations. For example ranking of projects could be established by giving higher weight to projects that reflect the City's priorities, for instance, higher volume roads may have higher priority than lower volume facilities.

The Merced County Association of Governments (MCAG) is currently working to release a request for proposal (RFP) for a countywide pavement management system, which the City of Merced will be a part of.

It is the hope that the City's list of projects submitted for the following year will be selected using as an objective tool such as a pavement management system. This tool will provide the type of information needed to support the City's decision-making process.

RMRA Apportionment and Project List

The City of Merced is anticipated to receive \$484,000 in RMRA funding for FY17/18. The Public Works Director and City Engineer have developed an initial list of projects to be funded utilizing the FY 17/18 RMRA Apportionment. These projects were selected based on being able to have a quick turn around getting project out to bid and installed with minimal engineering design.

1. 1`Sidewalk Replacement at various locations throughout the City. See attached project list and attached location maps.
2. Curb and Gutter replacement at various locations throughout the City. See attached project list and attached location maps.
3. Scrub Seal Projects on Canal Street from Childs to 16th Street, East El Portal Avenue from "G" Street to Joerg Avenue, West 26th Street from "G" Street to "M" Street and Merced Avenue from Parsons Avenue to Motel Drive.

IMPACT ON CITY RESOURCES

The adopted project list must be submitted to the California Transportation Commission no later than October 16, 2017 in order for the City of Merced to be eligible to receive the FY 17/18 apportionments beginning in January 2018.

A city or county receiving an apportionment of RMRA funds is required to sustain a "Maintenance of Effort" (MOE) by spending at least the annual average of its "general fund" expenditures during the 2009-10, 2010-11, and 2011-2012 fiscal years for the street and roadway purposes. Finance Staff is working with the State of California to confirm the MOE amount. The current MOE estimate is \$1,050,000 per year in order to remain eligible for RMRA funding. Although the language used is "general fund" the MOE can be and will be met with a variety of funding sources, including Public Works Administration (Fund 029), Street Trees (Fund 558), Streets Maintenance (Fund 022), Measure C (Fund 061), and the General Fund. Sufficient funding is available in the FY 2017/18 budget to allow the City to meet this MOE requirement.

ATTACHMENTS

1. Resolution
2. Project List
3. Location Maps
4. Pictures (Sidewalks & Curb and Gutter)
5. Pictures (Roadway pavement condition)

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MERCED, CALIFORNIA, APPROVING
THE “FY 2017-2018 PROJECT LIST” FOR THE
ROAD REPAIR AND ACCOUNTABILITY ACT
(SB1), LOCAL STREETS AND ROADS FUNDING
FOR FISCAL YEAR 2017-2018**

WHEREAS, the City Council has adopted the annual Budget for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018 at a regular meeting held on June 19, 2017;

WHEREAS, the Governor has signed Senate Bill (SB) 1, known as the Road Repair and Accountability Act of 2017, to address basic road maintenance, rehabilitation and critical safety needs;

WHEREAS, in order for a city to be eligible to receive program funding, an adopted Project List must be submitted to the California Transportation Commission (CTC) no later than October 16, 2017; and

WHEREAS, the City Council held a regular meeting on October 2, 2017 to review the “FY 2017-2018 Project List” pursuant to requirements in the Road Repair and Accountability Act (SB1), 2017 Local Streets and Road Funding Annual Reporting Guidelines.

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

SECTION 1. The City Council hereby approves the “FY 2017-2018 Project List” attached hereto as Exhibit A.

SECTION 2. The Finance Officer is authorized to make any necessary budget adjustments to incorporate the FY 2017-2018 Project List into the City’s annual budget for Fiscal Year 2017-2018.

///

///

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:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Kelly Finner 9/15/17
City Attorney Date

Sidewalk Remove & Replace Projects		
Location	Approximate Quantity (Square ft)	Estimated Cost
K, Canal, & 8th Streets (McNamara Park)	1,415	\$ 75,000
Seville Way	760	\$ 40,000
East Donna Drive	840	\$ 45,000
Q & 4th Streets	2,045	\$ 110,000
Q & 10 Streets	655	\$ 35,000
R & 10th Streets	100	\$ 5,000
Evelyn & Julie Drive	790	\$ 40,000
East 22nd St & Cherry Ave	190	\$ 10,000

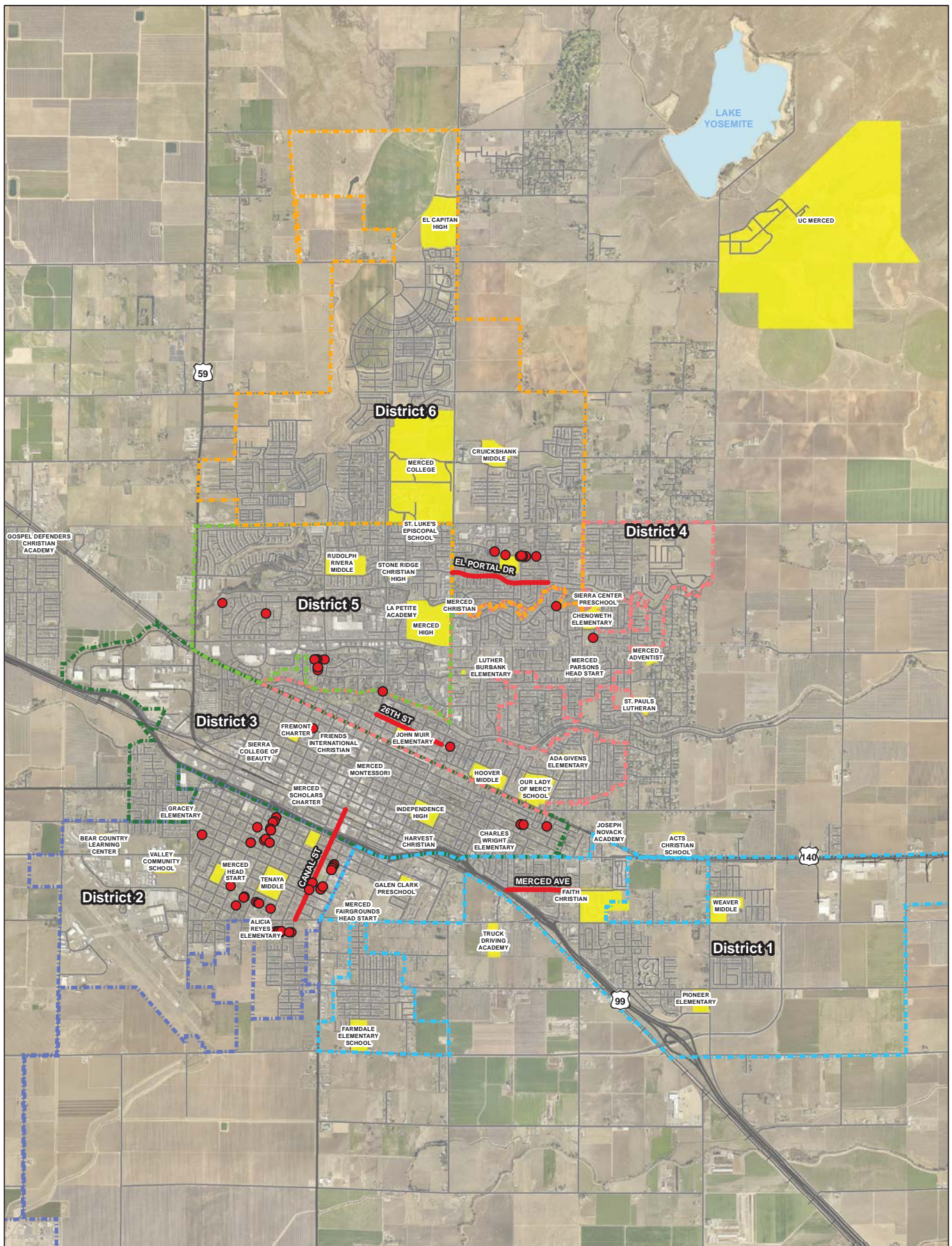
Total Estimated Cost: \$ 360,000

Curb & Gutter Remove & Replace Projects		
Location	Approximate Quantity (Linear ft)	Estimated Cost
K Street	26	\$ 1,500
Q & 10th Streets	157	\$ 8,000
R & 10th/11th Streets	81	\$ 4,000
Evelyn Court	35	\$ 2,000
East 22nd St & Cherry Ave	31	\$ 1,500
V & 8th Streets	43	\$ 2,000

Total Estimated Cost: \$ 19,000

Roadway Scrub Seal Projects		
Location	Approximate Quantity (Linear ft)	Estimated Cost
Canal Street (Childs to 16th St)	4,900	\$ 125,000
East El Portal Ave (G St to Joerg)	4,000	\$ 120,000
West 26th Street (G St to M St)	3,000	\$ 75,000
Merced Ave (Parsons to Motel Dr)	2,900	\$ 85,000

Total Estimated Cost: \$ 405,000



City Of Merced - Various Projects

Legend

- Various Projects (Sidewalk & Curb and Gutter Replacement)
- Scrub Seal Projects
- Schools
- City Of Merced Roads

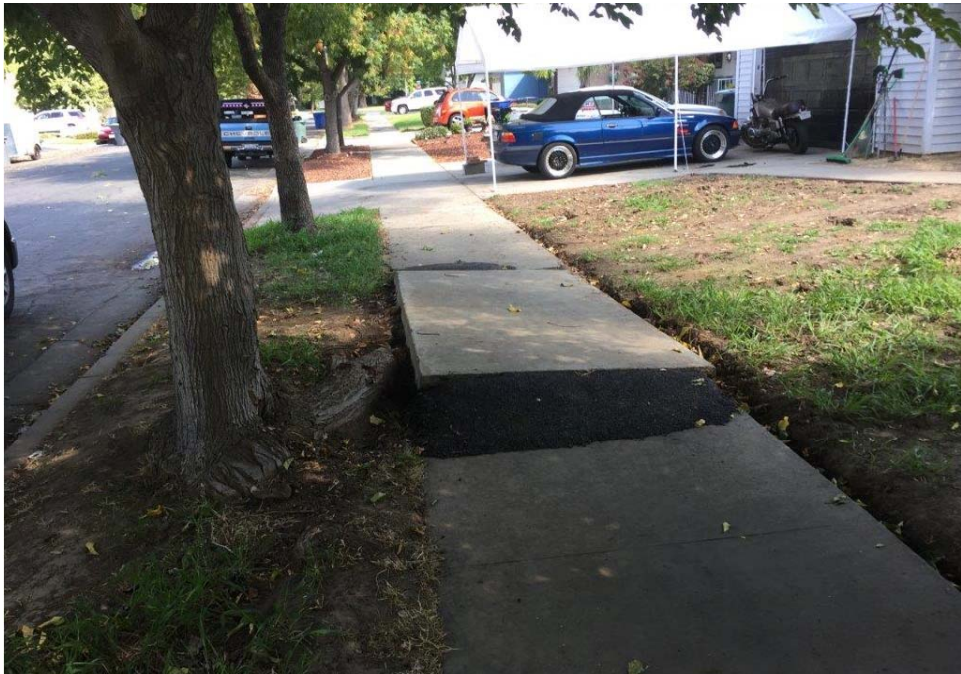
- City Of Merced Council Boundaries**
- District 1
 - District 2
 - District 3
 - District 4
 - District 5
 - District 6

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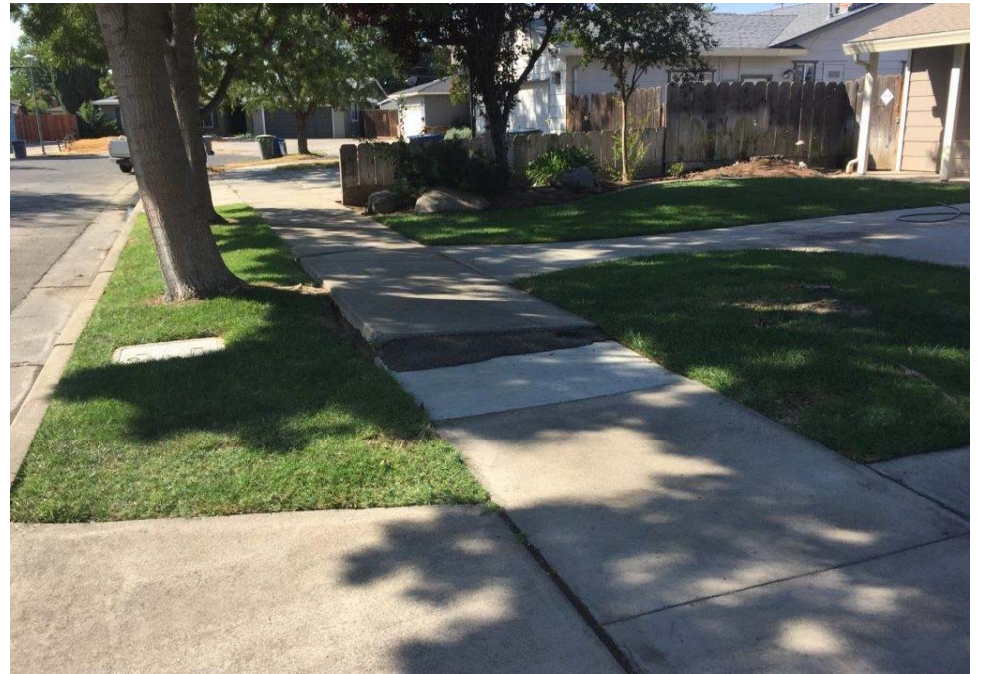


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ADMINISTRATIVE REPORT

Agenda Item F.9.

Meeting Date: 10/2/2017

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

SUBJECT: Ordinance Revision: Water Conservation

REPORT IN BRIEF

Consider revising Water Shortage Regulations, Merced Municipal Code Chapter 15.42, into a long-term Water Conservation Plan.

RECOMMENDATION

City Council - Adopt a motion introducing **Ordinance No. 2479**, an Ordinance of the City Council of the City of Merced, California, Amending Chapter 15.42, "Water Shortage Regulations," of the Merced Municipal Code.

ALTERNATIVES

1. Adopt as recommended by staff; or,
2. Modify the action; or,
3. Continue action until a future City Council meeting, specifying date; or
4. Deny the action.

AUTHORITY

Charter of the City of Merced, Article II, Section 200, and Article IV, Section 405 of the Merced Municipal Code (MMC), and Article XIII of the California State Constitution in accordance with the MMC, Title 15. California Water Code Section 10631 allows water suppliers to enact ordinances that prohibit certain uses of water for water conservation purposes.

CITY COUNCIL PRIORITIES

As provided for in the 2017-18 Adopted Budget.

DISCUSSION

Per Council direction, staff is presenting a revised water shortage regulations portion of the Water System Ordinance. The City Council held a study session to review groundwater and water conservation on August 21, 2017. A presentation was made by Hicham ElTal, of the Merced Irrigation District, and by Leah Brown, Water Conservation Specialist of the City of Merced. The history of groundwater in Merced and the condition of our subbasin were reviewed. According to the California State Department of Water Resources, we are currently in a critically over-drafted groundwater basin. The history of drought and its cyclical nature in California were presented. The most recent patterns show drought is occurring more frequently and for longer durations.

The City has a history of adjusting this portion of the water system ordinance to reflect the current needs. In 1993, the Council declared a Water Shortage Emergency and the ordinance for watering restrictions was created. In 2014, the ordinance was changed to reflect the need for reducing to just two days per week of watering in response to the Governor's emergency drought declaration. The City then installed water meters and continued its restrictions. The drought emergency is now over; however, the focus on water conservation is incorporating conservation practices into our lifestyle and making plans for future long-term conservation.

The council discussed the presentation and asked questions for clarification. They directed staff to bring back a revised water conservation ordinance with the following directions:

1. Increase the number of irrigation days from two to three days per week.
2. Keep the hours of watering the same, allowing for watering before 9:00 a.m. and after 9:00 p.m.
3. Create a staged approach to conservation, as recommended by the Department of Water Resources.
4. Administratively clean up language in the ordinance to reflect current practices.

It is staff's recommendation that Council consider introducing this ordinance to reflect the changes discussed. Revisions to the Water System Ordinance, Merced Municipal Code 15.42, will allow for future long-term conservation, water conservation levels needed in times of drought, emergency, or in years with more water abundance.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Amended Ordinance, Chapter 15.42 Water Conservation Plan
2. Current Ordinance, Chapter 15.42 - REDLINED

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AMENDING CHAPTER 15.42, "WATER
SHORTAGE REGULATIONS," OF THE MERCED
MUNICIPAL CODE**

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

SECTION 1. AMENDMENT TO CODE. Chapter 15.42, "Water Shortage Regulations," of the Merced Municipal Code is hereby amended to read as follows:

**"CHAPTER 15.42
WATER CONSERVATION PLAN**

Section:

- 15.42.010 General Provisions.**
- 15.42.020 Definitions.**
- 15.42.030 Application of Regulations.**
- 15.42.040 Provisions Superseded.**
- 15.42.050 Water Conservation Levels and Prohibitions.**
- 15.42.060 Variances.**
- 15.42.070 Disconnection for Violation.**
- 15.42.080 Reconnection Conditions.**
- 15.42.090 Equipment Tampering Illegal.**
- 15.42.100 Prohibited Uses—Mandatory.**
- 15.42.110 Implementation.**

15.42.010 General Provisions.

A. Purpose. The purpose of this Chapter is to ensure compliance with all federal, state and local requirements relating to water conservation and drought mitigation for the protection of public health, safety and welfare by:

1. Reducing the per capita water consumption throughout the City of Merced (City) during years of normal precipitation and during years of drought;
2. Protecting and conserving the City's supply of water during specified times of emergency and/or crisis;
3. Minimizing and/or eliminating the water waste through voluntary compliance or punitive action, if necessary.

15.42.020 Definitions.

For the purposes of this Chapter, certain words and phrases are defined and certain provisions are to be construed as set forth in this Section:

- A. 'Condition of Groundwater Basin' shall mean the condition of the Merced Groundwater Subbasin as determined by the California State Department of Water Resources (DWR).
- B. 'Director' shall mean the Director of Public Works or designated authorized representative.
- C. 'Over Draft' shall mean the condition in which more groundwater is being pumped out than is replenished into the aquifer.
- D. 'Water Waste' shall mean water running off down gutters, streets, or sidewalks leading to significant puddling and unreasonable elimination without a reasonable purpose, and as further defined in Section 15.42.050,

15.42.030 Application of Regulations.

The provisions of this Chapter shall apply to all persons using water both in and outside the City served by the City water system, and regardless of whether any person using water shall have a contract for water service with the City.

15.42.040 Provisions Superseded.

Notwithstanding other code provisions inconsistent with this Chapter, the provisions of this Chapter shall supersede and prevail until repeal of this Chapter.

15.42.050 Water Conservation Levels and Prohibitions.

Notwithstanding any other provision of this Chapter, at least one of the following four (4) levels of water conservation restrictions shall apply at all times. The applicable level(s) of water conservation restrictions shall be based upon the Condition of Groundwater Basin determination of the California State Department of Water Resources then in effect, or by resolution of the City Council based upon a recommendation by the Director.

The current level of water conservation restrictions, and any change in said the level of water conservation restrictions, shall be communicated to the public by reasonable means to ensure compliance, including but not limited to, posting on the City's website, publishing in the local newspaper, and written notice to be included with the City's water bills.

All persons using water supplied by the City shall comply with the following mandatory water conservation restrictions:

A. Level 1: This level is in effect at all times and establishes the baseline conservation measures for the City.

1. Water Waste Prohibition: The following uses of water are defined as 'water waste' and are hereby prohibited except as otherwise authorized:

(a) The washing of sidewalks, driveways, filling station aprons, porches or other outdoor surfaces except when necessary to protect the public health and safety.

(b) The washing of the exterior of dwellings, buildings, and structures, with the following exceptions:

(1) Window washing,

(2) Washing in conjunction with the painting of the exterior of a dwelling, building or structure,

(3) Washing of a dwelling, building or structure may be allowed once every twelve (12) months.

All exceptions listed above must comply with Sections 15.42.100(A) and (B) and the hose(s) must be fitted with an automatic shutoff device(s).

(c) The operation of any ornamental fountain or other such structure making use of water from the City domestic water system, unless such fountain or structure uses a recirculating water system.

(d) The use of water, except for domestic use, where an adequate source of water is available whether such alternate source is reclaimed water, well water, spring water, or other source.

(e) The external washing of trailers, trailer houses, mobile homes, and home exteriors unless in conjunction with painting the exterior of such trailers, or homes.

(f) The washing of boats or motor vehicles with a hose that is not fitted with an automatic shut-off device.

(g) The indiscriminate running of water or washing with water not otherwise prohibited above which is wasteful and without reasonable purpose.

(h) The application of potable water to outdoor landscapes during and within forty-eight (48) hours after measurable rainfall.

(i) All car wash fundraisers must be held at an established car washing facility that collects and recycles the run-off water before it enters the City's sewer system. When held in a parking lot, car washes can cause pollutants such as soap, dirt, oil grease, and other automotive fluids to enter the storm drain system.

(j) The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.

(k) To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

B. Level 2: This level shall be in effect when the Department of Water Resources determines the condition of Groundwater Basin is in a state of critical Over Draft. During any time in which Level 2 restrictions are imposed the following mandatory conservation restrictions shall apply in addition to all Level 1 restrictions on water waste.

1. Three Day Watering Schedule:

(a) Any sprinkling, watering, or irrigation between the mid-day hours of nine a.m. and nine p.m. is prohibited.

(b) Watering by persons with even numbered addresses or on properties without an assigned address is only allowed on Tuesdays, Thursdays, and Saturdays.

(c) Watering by persons with odd numbered addresses is only allowed on Wednesdays, Fridays, and Sundays.

(d) Any watering by persons on Mondays with the exception of parks is prohibited.

C. Level 3: This level shall be in effect when the Governor of the State of California has declared a state of emergency due to drought. During any time in which level 3 restrictions are imposed the following mandatory conservation restrictions shall apply in addition to all non-conflicting Level 1 and Level 2 restrictions.

1. Two Day Watering Schedule:

- (a) Any sprinkling, watering, or irrigation between the mid-day hours of nine a.m. and nine p.m.
- (b) Watering by persons with even numbered addresses or on properties without an assigned address is only allowed on Tuesdays and Saturdays.
- (c) Watering by persons with odd numbered addresses is only allowed on Wednesdays and Sundays.
- (d) Any watering by persons on Mondays, Thursdays, and Fridays with the exception of parks, commercial nurseries, cemeteries, and schools are exempt from subsections C.1 of this section but will be requested to curtail all nonessential water use.

D. Level 4: This level shall be in effect during times of catastrophe, i.e., system failure, natural disaster and/or when City Council deems it necessary. During any time in which Level 4 restrictions are imposed the following mandatory conservation restrictions shall apply in addition to all non-conflicting Level 1, Level 2, and Level 3 restrictions.

1. Restricted Watering:

- (a) All landscape irrigation shall be prohibited.
- (b) Minimal essential watering of trees and shrubs with a bucket, handheld hose with a positive shutoff nozzle, or low

volume non-spray irrigation shall be allowed.

(c) Maintenance of landscaping within active public parks and playing fields, schools, and cemeteries, provided that such irrigation does not exceed two (2) days per week according to the schedule established in Level 3.

(d) All leaks detected in landscape irrigation systems or water systems shall be repaired within twenty four (24) hours of notification by the City of Merced unless other arrangements are made with the Director.

15.42.060 Variances.

The Director may grant variances for uses of water otherwise prohibited if found and determined that to fail to do so would cause an emergency condition affecting health, sanitation, or fire protection to the applicant or the public. The Director's determination concerning variances shall be final.

15.42.070 Disconnection for Violation.

Any person within the water service area who is in violation of the water prohibition provisions of this Chapter shall be subject to immediate disconnection of water service at the violator's expense. Upon disconnection of water service, a written notice shall be served upon the violator which shall state the time, place, and general description of the violation or penalty, and the method by which reconnection can be made.

15.42.080 Reconnection Conditions.

Where water service has been disconnected as authorized in Section 15.42.070, the water service shall be immediately reconnected on condition that reconnection charge is paid in an amount fixed pursuant to the Merced Municipal Code Section 15.28.040.

15.42.090 Equipment Tampering Illegal.

It is unlawful for any person to remove, replace, alter or damage any water meter or components thereof including, but not limited to, the meter face, its dials or other water usage indicators.

15.42.100 Prohibited Uses—Mandatory.

The following uses, methods, types, or techniques of use of water are hereby determined and declared nonessential and are prohibited:

A. All Users.

1. Allowing broken or defective plumbing, or sprinklers, watering or irrigation systems which permit the escape or leakage of water.
2. The use of water in any manner which causes, allows, or permits the flooding of any premises, or any portion thereof.
3. All uses of non-potable water without the permission of the Department of Public Works, except for the use of rainwater collected for irrigation purposes.

B. New Planting. Notwithstanding the prohibitions contained in Section 15.42.050 of this

Chapter, new lawns, ground cover, or bedding plants, may be watered every day between nine p.m. and nine a.m. provided the following conditions are met:

1. New lawns, ground cover, or bedding plants shall not include the reseeding of existing lawns or replacement of existing ground cover, or bedding plants, and shall be newly rototilled earth;
2. A permit must be obtained from the Department of Public Works;
3. The permit shall be limited to thirty (30) days duration;
4. No permit shall be issued if the City is in Level 4 Water Conservation Level; and,
5. The Director may impose such other restrictions as are deemed necessary to prevent the water waste.

15.42.110 Implementation.

A. The Director is hereby authorized and empowered to delegate authority hereunder to such deputies, officers, employees, or agents of the City as they shall designate, and to establish such rules, regulations, and procedures, and to prepare or furnish such forms, warnings, et cetera as deemed necessary or appropriate to carry out the provisions of this Chapter.

B. Upon a determination by the Director or that a person has consumed or used water in violation of any of the mandatory provisions of this Chapter, or of any exception granted pursuant to the provisions of Section 15.42.050, the Director may

issue an order to cease and desist from such violation, and further order such person to comply forthwith with such provisions or exceptions, or otherwise to take appropriate remedial or preventive action. Any cease and desist order may be served personally, by mail, or by leaving a copy at or posted upon the person's residence or place of business.

C. If, after the issuance of such cease and desist order, such person continues to consume or use, or again consumes or uses, water in violation of any such provision or exception, the Director may issue a notice of intention to impose a penalty. Said notice shall:

1. Identify the date, time, and circumstances of violation;
2. State the amount of penalty to be imposed; and,
3. Advise the person of the appeal rights as provided herein. The notice of intention to impose a penalty shall be served in the same manner as the cease and desist order.

D. After a notice of intention to impose a penalty is served, a penalty shall be assessed to the utility account of the person in the amount of fifty dollars (\$50.00) for the first violation, seventy-five dollars (\$75.00) for the second violation, and one hundred fifty dollars (\$150.00) for the third and each of any subsequent violations. The penalty shall be subject to collection in the same manner as any unpaid water service charges.

E. A person shall have the right to appeal the imposition of the penalty assessed to the utility account. The person must request an appeal

hearing in writing within fifteen (15) days from the date of service of the notice of intention to impose a penalty. The request for hearing must be addressed to the City Clerk and shall be deemed served only when received by the City. Failure to properly serve the request for hearing within the fifteen day period shall be deemed a waiver of the right to appeal the matter, and the penalty will be assessed against the person's account.

F. The appeal hearing shall be held before a hearing officer appointed by the City Council by resolution to preside at and render judgment from administrative hearings transacted under the authority of this Chapter who shall make a factual finding on the existence of a violation. The person to be assessed shall be allowed to present such witnesses and evidence as he or she may desire and may be represented by an attorney or other representative of his or her choosing. The hearing officer shall give written notice by first class mail of the date and time of the appeal hearing at least ten (10) days prior thereto. Said hearing shall be held not later than thirty (30) days from receipt of the request for hearing unless continued by mutual consent of the person to be assessed and the hearing officer. The decision of the hearing officer shall be final. If a violation is found, the penalty shall be assessed to the utility account.”

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

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections,

subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

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

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ____ day of _____, 2017, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2017, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Kelly Fincher 9/29/17
City Attorney Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AMENDING CHAPTER 15.42, "WATER
SHORTAGE REGULATIONS," OF THE MERCED
MUNICIPAL CODE

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

SECTION 1. AMENDMENT TO CODE. Chapter 15.42, "Water
Shortage Regulations," of the Merced Municipal Code is hereby amended to read
as follows:

**"CHAPTER 15.42
WATER ~~SHORTAGE~~
~~REGULATIONS~~ CONSERVATION PLAN**

**Section: ~~15.42.010~~ Declaration of
Emergency.**
**~~15.42.020~~ Application of
Regulations. 15.42.010 General
Provisions.**
**~~15.42.030~~ Provisions Superseded. 15.42.020
Definitions.**
**~~15.42.040~~ Prohibited Uses. 15.42.030
Application of Regulations.**
15.42.040 Provisions Superseded.
**15.42.050 Water Conservation Levels and
Prohibitions.**
~~15.42.050~~ Variances. 15.42.060 Variances.
**~~15.42.060~~ Disconnection for
Violation. 15.42.070 Disconnection for
Violation.**
**~~15.42.070~~ Reconnection Conditions. 15.42.080
Reconnection Conditions.**

~~15.42.080—Equipment Tampering
Illegal.~~15.42.090 Equipment Tampering
Illegal.
~~15.42.090—Prohibited
Uses—Mandatory.~~15.42.100 Prohibited
Uses—Mandatory.
~~15.42.100—Implementation.~~15.42.110
Implementation.

**15.42.010 ~~Declaration of Emergency~~General
Provisions.**

A. Purpose. The purpose of this Chapter is to ensure compliance with all federal, state and local requirements relating to water conservation and drought mitigation for the protection of public health, safety and welfare by:

1. Reducing the per capita water consumption throughout the City of Merced (City) during years of normal precipitation and during years of drought;
2. Protecting and conserving the City's supply of water during specified times of emergency and/or crisis;
3. Minimizing and/or eliminating the water waste through voluntary compliance or punitive action, if necessary.

15.42.020 Definitions.

For the purposes of this Chapter, certain words and phrases are defined and certain provisions are to be construed as set forth in this Section:

A. 'Condition of Groundwater Basin' shall mean the condition of the Merced Groundwater Subbasin as determined by the California State Department of Water Resources (DWR).

B. 'Director' shall mean the Director of Public Works or designated authorized representative.

C. 'Over Draft' shall mean the condition in which more groundwater is being pumped out than is replenished into the aquifer.

D. 'Water Waste' shall mean water running off down gutters, streets, or sidewalks leading to significant puddling and unreasonable elimination without a reasonable purpose, and as further defined in Section 15.42.050.

~~It is hereby found and declared that a water shortage and emergency exists within the water source and service area of the Water Department of the City of Merced, and that it is necessary to prohibit and regulate water uses as provided in this Chapter.~~

~~15.42.020~~15.42.030 **Application of Regulations.**

The provisions of this Chapter shall apply to all persons using water both in and outside the City served by the City water system, and regardless of whether any person using water shall have a contract for water service with the City.

~~15.42.030~~15.42.040 **Provisions Superseded.**

Notwithstanding other code provisions inconsistent with this Chapter, the provisions of this Chapter shall supersede and prevail ~~for the duration of the emergency and~~ until repeal of this Chapter.

15.42.050 Water Conservation Levels and Prohibitions.

Notwithstanding any other provision of this Chapter, at least one of the following four (4) levels of water conservation restrictions shall apply at all times. The applicable level(s) of water conservation restrictions shall be based upon the Condition of Groundwater Basin determination of the California State Department of Water Resources then in effect, or by resolution of the City Council based upon a recommendation by the Director.

The current level of water conservation restrictions, and any change in said the level of water conservation restrictions, shall be communicated to the public by reasonable means to ensure compliance, including but not limited to, posting on the City's website, publishing in the local newspaper, and written notice to be included with the City's water bills.

All persons using water supplied by the City shall comply with the following mandatory water conservation restrictions:

15.42.040—Prohibited Uses.

A. Level 1: This level is in effect at all times and establishes the baseline conservation measures for the City.

~~It is unlawful for any person to use water obtained from the water system of the City of Merced through fraud, including misrepresentations made to obtain a particular allocation of water, or for any prohibited use as hereinafter defined:~~

1. Water Waste Prohibition: The following uses of water are defined as 'water waste' and are hereby prohibited except as otherwise authorized:

~~A.~~(a) The washing of sidewalks, driveways, filling station aprons, porches or other outdoor surfaces except when necessary to protect the public health and safety.

(b) ~~B.~~—The washing of the exterior of dwellings, buildings, and structures, with the following exceptions:

(1) ~~1.~~—Window washing,

(2) ~~2.~~—Washing in conjunction with the painting of the exterior of a dwelling, building or structure,

(3) ~~3.~~—Washing of a dwelling, building or structure may be allowed once every twelve (12) months.

All exceptions listed above must comply with Sections ~~15.42.090~~, 15.42.100(A) and (B) and the hose(s) must be fitted with an automatic shutoff device(s).

(c) ~~C.~~—The operation of any ornamental fountain or other such structure making use of water from the City domestic water system, unless such fountain or structure uses a recirculating water system.

~~D.~~(d) The use of water, except for domestic use, where an adequate source of water is available whether such alternate source is reclaimed water, well water, spring water, or other source.

~~E.~~(e) The external washing of trailers, trailer houses, mobile homes, and home exteriors unless in conjunction with painting the exterior of such trailers, or homes.

~~F.~~(f) The washing of boats or motor vehicles with a hose that is not fitted with an automatic shut-off device.

~~G.~~(g) The indiscriminate running of water or washing with water not otherwise prohibited above which is wasteful and without reasonable purpose.

~~H.— Irrigating and watering of outdoor landscaping or shrubs on the same day as it rains.~~ (h) The application of potable water to outdoor landscapes during and within forty-eight (48) hours after measurable rainfall.

(i) ~~J.— All car wash fundraisers must be held at an established car washing facility that collects and recycles the run-off water before it enters the City's sewer system. When held in a parking lot, car washes can cause pollutants such as soap, dirt, oil grease, and other automotive fluids to enter the storm drain system.~~ All car wash fundraisers must be held at an established car washing facility that collects and recycles the run-off water before it enters the City's sewer system. When held in a parking lot, car washes can cause pollutants such as soap, dirt, oil grease, and other automotive fluids to enter the storm drain system.

(j) The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.

(k) To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

B. Level 2: This level shall be in effect when the Department of Water Resources determines the condition of Groundwater Basin is in a state of critical Over Draft. During any time in which Level 2 restrictions are imposed the following mandatory conservation restrictions shall apply in addition to all Level 1 restrictions on water waste.

1. Three Day Watering Schedule:

(a) Any sprinkling, watering, or irrigation between the mid-day hours of nine a.m. and nine p.m. is prohibited.

(b) Watering by persons with even numbered addresses or on properties without an assigned address is only allowed on Tuesdays, Thursdays, and Saturdays.

(c) Watering by persons with odd numbered addresses is only allowed on Wednesdays, Fridays, and Sundays.

(d) Any watering by persons on Mondays with the exception of parks is prohibited.

C. Level 3: This level shall be in effect when the Governor of the State of California has declared a state of emergency due to drought. During any time in which level 3 restrictions are imposed the following mandatory conservation restrictions shall apply in addition to all non-conflicting Level 1 and Level 2 restrictions.

1. Two Day Watering Schedule:

(a) Any sprinkling, watering, or irrigation between the mid-day hours of nine a.m. and nine p.m.

(b) Watering by persons with even numbered addresses or on properties without an assigned address is only allowed on Tuesdays and Saturdays.

(c) Watering by persons with odd numbered addresses is only allowed on Wednesdays and Sundays.

(d) Any watering by persons on Mondays, Thursdays, and Fridays with the exception of parks, commercial nurseries, cemeteries, and schools are exempt from subsections C.1 of this section but will be requested to curtail all nonessential water use.

D. Level 4: This level shall be in effect during times of catastrophe, i.e., system failure, natural disaster and/or when City Council deems it necessary. During any time in which Level 4 restrictions are imposed the following mandatory conservation restrictions shall apply in addition to all non-conflicting Level 1, Level 2, and Level 3 restrictions.

1. Restricted Watering:

(a) All landscape irrigation shall be prohibited.

(b) Minimal essential watering of trees and shrubs with a bucket, handheld hose with a positive shutoff nozzle, or low volume non-spray irrigation shall be allowed.

(c) Maintenance of landscaping within active public parks and playing fields, schools, and cemeteries, provided that such irrigation does not exceed two (2) days per week according to the schedule established in Level 3.

(d) All leaks detected in landscape irrigation systems or water systems shall be repaired within twenty four (24) hours of notification by the City of Merced unless other arrangements are made with the Director.

~~15.42.050~~15.42.060 **Variances.**

The Director may grant variances for uses of water otherwise prohibited if ~~he finds~~found and ~~determines~~determined that to fail to do so would cause an emergency condition affecting health, sanitation, or fire protection to the applicant or the public. The Director's determination concerning variances shall be final.

~~15.42.060~~15.42.070 **Disconnection for Violation.**

Any person within the water service area who is in violation of the water prohibition provisions of ~~Section 15.42.040~~ this Chapter shall be subject to immediate disconnection of water service ~~and/or~~

~~the installation of a meter~~ at the violator's expense. Upon disconnection of water service, a written notice shall be served upon the violator which shall state the time, place, and general description of the violation or penalty, and the method by which reconnection can be made.

~~15.42.070~~15.42.080 **Reconnection
Conditions.**

Where water service has been disconnected as authorized in ~~Section 15.42.060~~ Section 15.42.070, the water service shall be immediately reconnected on condition that:

~~A.—The Department of Public Works be authorized by the appropriate person to install a water meter on the consumer's water service;~~

~~B.—An installation charge be paid for the installation of said meter in accordance with the Merced Municipal Code; and,~~

~~C.—A~~ reconnection charge is paid in an amount fixed pursuant to the Merced Municipal Code Section 15.28.040.

~~15.42.080~~15.42.090 **Equipment Tampering
Illegal.**

It is unlawful for any person to remove, replace, alter or damage any water meter or components thereof including, but not limited to, the meter face, its dials or other water usage indicators.

~~15.42.090~~15.42.100 **Prohibited
Uses—Mandatory.**

The following uses, methods, types, or techniques of use of water are hereby determined and declared nonessential and are prohibited:

A. All Users.

1. Allowing broken or defective plumbing, or sprinklers, watering or irrigation systems which permit the escape or leakage of water.
2. The use of water in any manner which causes, allows, or permits the flooding of any premises, or any portion thereof.
3. All uses of non-potable water without the permission of the Department of Public Works, except for the use of rainwater collected for irrigation purposes.

B. ~~Gardens and Landscaping.~~

- ~~1. Any sprinkling, watering, or irrigation between the mid-day hours of 9:00 a.m. and 9:00 p.m.~~
- ~~2. Watering by persons with even-numbered addresses or on properties without an assigned address is only allowed on Tuesdays and Saturdays.~~
- ~~3. Watering by persons with odd-numbered addresses is only allowed on Wednesdays and Sundays.~~
- ~~4. Any watering by persons on Mondays or Thursdays, with the exception of parks.~~
C. New Planting. Notwithstanding the prohibitions contained in ~~subsection B~~ Section 15.42.050 of this ~~Section~~ Chapter,

new lawns, ground cover, or bedding plants, may be watered every day between nine p.m. and nine a.m. provided the following conditions are met:

1. New lawns, ground cover, or bedding plants shall not include the reseeding of existing lawns or replacement of existing ground cover, or bedding plants, and shall be newly rototilled earth;
2. A permit must be obtained from the ~~department of public works and a ten-dollar (\$10.00) permit fee paid~~ Department of Public Works;
3. The permit shall be limited to thirty (30) days duration; ~~and~~;
4. No permit shall be issued if the City is in Level 4 Water Conservation Level;
and;
5. The ~~director~~ Director may impose such other restrictions as are deemed necessary to prevent the ~~waste of water~~ waste.

~~15.42.100~~ 15.42.110 **Implementation.**

A. The Director is hereby authorized and empowered to delegate ~~his~~ authority hereunder to such deputies, officers, employees, or agents of the City as ~~he~~ they shall designate, and to establish such rules, regulations, and procedures, and to prepare or furnish such forms, warnings, et cetera as ~~he deems~~ deemed necessary or appropriate to carry out the provisions of this Chapter.

B. Upon a determination by the Director or ~~his~~ **designee** that a person has consumed or used water in violation of any of the mandatory provisions of this Chapter, or of any exception granted pursuant to the provisions of Section 15.42.050, the Director may issue an order to cease and desist from such violation, and further order such person to comply forthwith with such provisions or exceptions, or otherwise to take appropriate remedial or preventive action. Any cease and desist order may be served personally, by mail, or by leaving a copy at or posted upon the person's residence or place of business.

C. If, after the issuance of such cease and desist order, such person continues to consume or use, or again consumes or uses, water in violation of any such provision or exception, the Director may issue a notice of intention to impose a penalty. Said notice shall:

1. Identify the date, time, and circumstances of violation;
2. State the amount of penalty to be imposed; and,
3. Advise the person of the appeal rights as provided herein. The notice of intention to impose a penalty shall be served in the same manner as the cease and desist order.

D. After a notice of intention to impose a penalty is served, a penalty shall be assessed to the utility account of the person in the amount of fifty dollars (\$50.00) for the first violation, seventy-five dollars (\$75.00) for the second violation, and one hundred fifty dollars (\$150.00) for the third and each of any subsequent violations. The penalty

shall be subject to collection in the same manner as any unpaid water service charges.

E. A person shall have the right to appeal the imposition of the penalty assessed to the utility account. The person must request an appeal hearing in writing within fifteen (15) days from the date of service of the notice of intention to impose a penalty. The request for hearing must be addressed to the City Clerk and shall be deemed served only when received by the City. Failure to properly serve the request for hearing within the fifteen day period shall be deemed a waiver of the right to appeal the matter, and the penalty will be assessed against the person's account.

F. The appeal hearing shall be held before a hearing officer appointed by the City Council by resolution to preside at and render judgment from administrative hearings transacted under the authority of this Chapter who shall make a factual finding on the existence of a violation. The person to be assessed shall be allowed to present such witnesses and evidence as he or she may desire and may be represented by an attorney or other representative of his or her choosing. The hearing officer shall give written notice by first class mail of the date and time of the appeal hearing at least ten (10) days prior thereto. Said hearing shall be held not later than thirty (30) days from receipt of the request for hearing unless continued by mutual consent of the person to be assessed and the hearing officer. The decision of the hearing officer shall be final. If a violation is found, the penalty shall be assessed to the utility account.”

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

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

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

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ____ day of _____, 2017, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, ~~2014~~, 2017, by the following called vote: 7

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney Date



ADMINISTRATIVE REPORT

Agenda Item F.10.

Meeting Date: 10/2/2017

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

SUBJECT: Storm National Dislocated Worker Grant Project Agreement with Merced County Department of Workforce Investment

REPORT IN BRIEF

Consider approving an agreement with the Merced County Department of Workforce Investment to provide temporary workers for weed abatement, creek clean up, debris removal, park clean up, road repair, and other authorized job activities.

RECOMMENDATION

City Council - Adopt a motion approving the Storm National Dislocated Worker Grant Project Agreement with the Merced County Department of Workforce Investment, and authorizing the City Manager or Assistant City Manager to execute the necessary documents.

ALTERNATIVES

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

AUTHORITY

Merced City Charter, Section 200.

CITY COUNCIL PRIORITIES

This will help address multiple Council Priorities, including Parks Maintenance and Local Roads/Sidewalks/Traffic. The program provides temporary workers to assist in activities such as park clean-ups and road repair.

DISCUSSION

The Merced County Department of Workforce Investment is the administrator of the Storm National Dislocated Worker Grant (NDWG) Project. The purpose of this program is to provide temporary employment for dislocated workers, terminated and laid-off participants, to enhance their employability. The workers are considered extra-help employees of the Merced County Department of Workforce Investment and all payroll expenses are paid for by the NDWG program.

The NDWG program provides workers to assist with storm clean-up activities, including weed

abatement, creek clean up, debris removal, park clean up, road repair, and other activities. The City of Merced will provide worksite training and duties at both the City of Merced Public Works Corporation Yard and the City's Wastewater Treatment Facility.

The term of the program agreement is from March 1, 2017 through September 30, 2018. Staff recommends approving the agreement for temporary workers.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed. Funding for the temporary workers is provided for by the Merced County Department of Workforce Investment.

ATTACHMENTS

1. Dislocated Worker Agreement

Storm National Dislocated Worker Grant Project

Merced County Department of Workforce Investment is the administrator and Program Operator of the Storm National Dislocated Worker Grant (NDWG) Project. This program is to create temporary employment opportunities, to assist with storm clean-up and recovering efforts, for dislocated workers. The purpose of this funding is to reemploy dislocated workers, terminated and laid-off participants, to enhance their employability and earnings. All participants will be, "Extra Help Temp WTW-Other Muni/Cty," employees of Merced County Department of Workforce Investment.

I. Agreement

This agreement is hereinafter referred to herein as the Temporary Worksite, and Merced County Department of Workforce Investment, for the purpose of providing temporary job creation for dislocated workers, terminated and laid-off men and women, qualifying under the Storm National Dislocated Worker's Grant.

The term of this agreement shall be March 1, 2017 through September 30, 2018.

1. The Temporary Worksite will be providing worksite training and duties for the Participant identified above in the following job category: weed abatement, creek clean up, debris removal, park clean-up, road repair, and other grant authorized activities. This is a no cost agreement for the Temporary Worksite and the Merced County Department of Workforce Investment, in which Workforce Investment will pay all payroll expenses, and that all funding for this agreement is provided and conditioned upon receipt of the Storm NDWG Grant.
2. Name and address of training facility:

City of Merced	City of Merced
Wastewater Treatment Facility	Public Works Corporation Yard
10260 Gove Road	1776 Grogan Avenue
Merced, CA 95341	Merced, CA 95341
3. Name and title of immediate supervisors: Bill Osmer, PW Manager – Wastewater
Michael Miller, PW Manager – Tax Services
4. The Temporary Worksite will provide the Participant with the temporary training and experience, as needed, at its facilities to enable Participant to carry out their daily duties.
5. The placement of the Participant shall be a joint agreement with Merced County Department of Workforce Investment and the Temporary Worksite. The determination shall be based on the Participant's desire for a temporary job identified by Merced County Department of Workforce Investment and the Temporary Worksite's acceptance of the Participant.

6. The Temporary Worksite is: (check one):

- ☐ A public or private 501(c)3 nonprofit corporation
- ☒ Governmental entity (city, county, state, federal)
- ☐ Public School or College
- ☐ Other Public Agency

No Participant may be sent to private, for profit worksites and work assignments must not be for private gain. Participants may not be used for religious work or promotion, however, assignments may be made to such human relief organizations as the Salvation army, the Red Cross or local flood relief agencies so long as they qualify under IRS Code section 501 (s)3.

7. While Merced County Department of Workforce Investment will be responsible for all workers compensation, accident, and medical insurance; the Temporary Worksite will maintain normal liability and automobile insurance and will be considered responsible for normal safety considerations of the Participants at the worksite. The Temporary Worksite shall maintain the following insurance coverage:

- a. Prior to the commencement of work, and as a precondition to this contract, Temporary Worksite shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Temporary Worksite shall provide a certificate of insurance and endorsements naming Merced County as an additional insured on each policy. The insurance carrier shall be required to give Merced County notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if Temporary Worksite has a SIR, and if so, the Temporary Worksite shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible.
 - i. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. Merced County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
 - ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.

8. The provisions herein are made in accordance with Government Code, section 895.4, as follows:

- a. Temporary Worksite shall indemnify, defend and hold harmless the Merced County Department of Workforce Investment, its officers, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Agreement, including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but, in a case of concurrent fault of both parties hereto, only to the extent that such claims, damages, expenses, liabilities or losses arise, directly or indirectly, from the negligence or willful acts or omissions of Temporary Worksite, its elected officials, officers, employees or agents.
 - b. Merced County Department of Workforce Investment shall indemnify, defend and hold harmless Temporary Worksite, its officers, elected officials, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising of or in any way connected with this Agreement, including, without limitation, claims damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but, in a case of concurrent fault of both parties hereto, only to the extent that such claims, damages, expenses, liabilities or losses arise, directly or indirectly, from the negligence or willful acts or omissions of Merced County Department of Workforce Investment, its officers, employees or agents.
9. The Participants hired under this agreement shall be subject to the supervisory control of the Temporary Worksite.
10. The Participant who cannot comply with stipulated rules and regulations, or who does not follow instructions of supervisors, will upon the recommendation of the Temporary Worksite supervisor to Merced County Department of Workforce Investment representative, be terminated from further training at the facility.
11. The Temporary Worksite agrees to allow Merced County Department of Workforce Investment representatives on site visits to for the purposes of monitoring or to resolve issues with Participants employed as a result of this Agreement.
12. If either Merced County Department of Workforce Investment or the Temporary Worksite wish to terminate this agreement, for any reason, the parties must be notified in writing at lease fourteen (14) days prior to the termination. Termination of this Agreement cannot be retroactive.
13. Funding for Participants provided under this Agreement are based on the Merced County Department of Workforce Investment's continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of

government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of Merced County and/or the Merced County Department of Workforce Investment arising from this Agreement shall be immediately discharged. Merced County and/or the Merced County Department of Workforce Investment agrees to inform the Temporary Worksite no later than ten (10) calendar days after the Merced County and/or the Merced County Department of Workforce Investment determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by the Temporary Worksite arising out of performance of this Agreement must be submitted to Merced County and/or the Merced County Department of Workforce Investment prior to the final date for which funding is available. In the alternative, Merced County and/or the Merced County Department of Workforce Investment, and the Temporary Worksite may agree, in such circumstance, to a suspension or modification of both party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated.

14. The Temporary Worksite will comply with Merced County Department of Workforce Investment requests for timely and accurate submission of the time sheets and trainee evaluations.
15. Merced County Department of Workforce Investment may use several successive Participants to fill a long term request at the Temporary Worksite.
16. Work projects given to Participants could vary from storm clean-up and recovery efforts of an impacted disaster area along with other work that complies and is consistent with the mission of the Storm National Dislocated Worker Grant (NDWG) Project.
17. The Participants are authorized to work a maximum of 24 hours each week.
18. Merced County Department of Workforce Investment will provide Participants with supportive services, as needed, to conduct clean-up and recovery activities onsite as required by the Temporary Worksite.
19. Merced County Department of Workforce Investment can provide Temporary Worksite with leasing or purchases of necessary equipments needed for temporary job Participants to carry out the clean-up and recovery of the worksite.

20. Merced County Department of Workforce Investment will provide safety equipment including but not limited to boots, gloves, hard hats, safety vests, goggles, etc.
21. Merced County Department of Workforce Investment will ensure that the Participants are provided with on-site equipment safety trainings by the Temporary Worksite supervisor or staff. Equipment safety trainings topics, can include, but are not limited to, equipment operations, equipment safety, etc. Temporary Worksite is responsible to acknowledge and sign Participant's Employee Safety Acknowledgment form, to be returned by Participant to Merced County Department of Workforce Investment Offices on 1205 W 18th St, Merced, Ca 95340.
22. Placements of Merced County Department of Workforce Investment Participants shall not displace or adversely impact regular/permanent employees of the Temporary Worksite.
23. Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

II. Signatures and Contact information

Merced County Department
of Workforce Investment

City of Merced, A California
Charter-law Municipal Corporation

Date

Date

APPROVED AS TO FORM:

K. Flores
City Attorney

9.8.17
Date

Please enter contact information below:

Merced County Department
of Workforce Investment:

Temporary Worksite:

Workforce Investment Staff

Worksite Staff Name

Phone Numbers

Phone Numbers

Email Address

Email Address

Enter mailing address if different from location address

City of Merced
Public Works Administration
678 West 18th Street
Merced, CA 95340



ADMINISTRATIVE REPORT

Agenda Item F.11.

Meeting Date: 10/2/2017

Report Prepared by: Mike Conway, Assistant to the City Manager

SUBJECT: Consider Locating All Wheels/Skate Park in McNamara Community Park

REPORT IN BRIEF

Consider locating an All Wheels/Skate Park in McNamara Community Park.

RECOMMENDATION

City Council - Adopt a motion approving the selection of McNamara Community Park for an All Wheels/Skate Park.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As it applies to Youth Programs

DISCUSSION

The California Endowment/Building Healthy Communities Merced is requesting permission to construct an All Wheels/Skate Park in McNamara Community Park. The facility would be used by skateboarders, skaters, bike riders and others on wheels, as has been successfully done in parks throughout the state. The location proposed is an underutilized basketball court along Canal Street near the McNamara Youth Center, not the court near the parking lot on K Street. The Endowment expects to spend approximately \$300,000 on the park, and in exchange the City would maintain it.

The Endowment considered several sites in South Merced for the All Wheels Park, but the McNamara site had the most favorable criteria. There were two community meetings held and the

location received favorable support. The Recreation and Parks Commission unanimously voted to recommend the City Council select the McNamara site for the All Wheels Park during its August 28, 2017 meeting.

Once the park site is selected staff will work with the Endowment to finish design of the park and construction details. The Endowment plans to solicit comments from youth and park users on design elements of the park. The Merced Police Department was consulted early in the process and they expressed a preference for a park that would be at or above ground so that officers would have easy visibility during patrols.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. All Wheels Park MOU
2. McNamara Park Concept Plan

**MEMORANDUM OF UNDERSTANDING
WITH
MERCED BUILDING HEALTHY COMMUNITIES AND
CALIFORNIA SKATEPARKS
REGARDING ALL WHEELS SKATE PARK FACILITY AT MCNAMARA PARK**

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 20__, by and between the CITY OF MERCED, a municipal corporation, ("City"), and MERCED BUILDING HEALTHY COMMUNITIES, a community health equity initiative in Southwest Merced/East Merced County ("Merced BHC"), and CALIFORNIA SKATEPARKS, a California corporation ("California Skateparks").

WITNESS

WHEREAS, City owns McNamara Community Park ("Park") and Merced BHC intends to construct an all wheels park facility ("All Wheels Park facility"); and

WHEREAS, Merced BHC was established to foster and encourage thriving communities where all children and families can live healthy, safe, and productive lives; and

WHEREAS, Merced BHC desires to renovate and improve the Park and has secured funding to construct an All Wheels Park facility project; and has retained the expertise of California Skateparks to design and construct the All Wheels Park facility on their behalf; and

WHEREAS, California Skateparks was established with the goal of increasing global participation in skateboarding; and to create healthy, sustainable communities by promoting the inherent benefits of skateboarding; and

WHEREAS, California Skateparks assists municipalities, non-profit organizations, and private donors with the design, development, and construction of legal and safe skate plazas, as well as assisting with educational programs that both increase understanding and encourage skateboarding; and

WHEREAS, Merced BHC led a series of public workshops to develop a community-supported conceptual plan for the All Wheels Park facility and at a community workshop, California Skateparks presented a draft conceptual plan.

WHEREAS, the City, Merced BHC, and California Skateparks now wish to enter into this MOU to allow California Skateparks to construct the All Wheels Park facility at the Park.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained, and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

City Representative: Mike Conway, Assistant to the City Manager
Parks and Community Services Office
678 W. 18th Street.
Merced, CA 95340
Tel: (209) 385-6232

Merced BHC Representative: Sol Rivas, Hub Manager
United Way of Merced County
658 W. Main Street
Merced, CA 95340

California Skateparks
Representative: Zachary Wormhoudt-Principle Landscape Architect
California Skateparks
273 N Benson Ave
Upland, CA 91786

2. ROLES, CONTRIBUTIONS AND RESPONSIBILITIES

A. The City will:

- (i) Designate a representative to work with Merced BHC and California Skateparks to ensure each stage of the project and the scope of work have been completed.
- (ii) Review each project phase of the design and construction of the All Wheels Park facility, however, nothing in this MOU shall bind future City action which may be necessary to fund and approve future development of the Park.
- (iii) Dedicate and name the All Wheels Park facility *Merced Building Healthy Communities All Wheels Park* and agrees that Merced BHC shall have the right to erect informational plaques or signs on the Park property, detailing proper use of the All Wheels Park Facility and acknowledging the contributions of Merced BHC, the grantors under any grant agreements, including but not limited to the Disney Foundation, and Contractor. Signage shall be installed by California Skateparks during construction of the All Wheels Park.
- (iv) Make no public announcement concerning the existence of or the terms of this Agreement, either directly or indirectly, without the prior approval of Merced BHC with respect to the nature, text, and timing of such

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announcement(s), except as may be legally required by applicable laws, regulations or judicial order. City shall not issue any press release, make any public announcement or hold any event regarding construction or completion of the All Wheels Park, without first obtaining the prior written approval of Merced BHC with respect to the nature, text and timing of such press release or announcement. Moreover, the City shall acknowledge the contributions of Merced BHC, the grantors under any grant agreements, and Contractor during any public or media event publishing the All Wheels Park facility.

B. Merced BHC will:

- (i) Encourage and incorporate community outreach efforts during the planning and construction phase of the All Wheels Park facility.
- (ii) Designate a representative to work with City and California Skateparks to ensure each stage of the project and the scope of work have been completed.
- (iii) Review each project phase of the design and construction of the All Wheels Park facility.
- (iv) Assume responsibility of working with contractor, California Skateparks, as the design/ build firm.

C. California Skateparks will:

- (i) Assume financial responsibility for all costs associated with the design and construction of the All Wheels Park facility.
- (ii) Appoint a Project Director to oversee the project and work with Merced BHC and City.
- (i) Require any subcontractors to insure and indemnify Merced BHC and City as described in this MOU.

3. EFFECTIVENESS, DURATION AND TERMINATION

This MOU shall be effective through the completion of the All Wheels Park facility project. Upon completion and the City's acceptance of the All Wheels Park facility project, City will become responsible for the long-term maintenance of the All Wheels Park facility. The City shall maintain the All Wheels Park facility Park in good shape and provide timely repairs, as needed, for at least five (5) calendar years, after completion.

Either party may at any time terminate this MOU: (i) without cause at the party's convenience by giving not less than thirty (30) days' prior written notice to the other party, or (ii) with cause upon written notice to the other party following the other party's failure to reasonably cure an event of non-performance hereunder following thirty (30) days' written notice thereof. Termination shall be effective (the "Effective Date of Termination") as of the date specified in said notice of termination. Upon such termination, all rights and obligations of each party under this MOU shall cease as of the Effective Date of

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Termination, except for those specific obligations that shall survive termination as set forth herein.

4. COMPLIANCE WITH GOVERNING LAW

Each party shall comply with all federal, state, and local laws, rules and regulations in its pursuit hereof. No party in its performance of this MOU shall employ discriminatory practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, gender identification, or status as a disabled veteran or veteran of the Vietnam era.

5. CAPACITY OF CITY, MERCED BHC AND CALIFORNIA SKATEPARKS

Each party is acting in an independent contractor capacity. Nothing in this MOU and nothing in the course of dealings between the parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency, or employment relationship, jointly and severally.

In addition and without limitation, each party shall be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with applicable social security withholding, workers' compensation insurance, benefits, and all other regulations governing such matters. Personnel supplied by City will not for any purpose be considered employees or agents of Merced BHC and/or California Skateparks. The City assumes full responsibility for the actions of such personnel while they are performing services pursuant to this MOU, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable. Conversely, personnel supplied by Merced BHC and/or California Skateparks or its subcontractors will not for any purpose be considered employees or agents of the City. Merced BHC and/or California Skateparks (or any subcontractor) assumes full responsibility for the actions of such personnel while they are performing services pursuant to this MOU, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable.

The City, Merced BHC and California Skateparks agree and acknowledge that their relationship is strictly and solely that of an independent contractor to each other. Merced BHC and California Skateparks agrees and acknowledges that their employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment, or disability benefits, to be provided by the City.

The parties further agree and acknowledge that each party is solely responsible for determining the method and means by which it will fulfill its obligations hereunder. Each shall be solely responsible for payment of all sales, use, or other taxes assessed against or associated with the performance of each party's respective obligations, or on the exercise of their rights under this MOU, including without limitation income, payroll or employment-related taxes and payments.

Neither party shall engage any person or entity to serve in any capacity, or incur any expense or obligation on behalf of the other without the prior written consent of both parties.

6. INDEMNIFICATION

To the furthest extent allowed by law, Merced BHC and California Skateparks shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by City, Merced BHC and/or California Skateparks, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Merced BHC's and California Skateparks' obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents, or volunteers.

If California Skateparks should subcontract all or any portion of the work to be performed under this Agreement, California Skateparks shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

7. INSURANCE

Throughout the life of this MOU, Merced BHC and California Skateparks or its subcontractors shall pay for and maintain in full force and effect all policy(ies) of insurance required hereunder with (an) insurance company(ies) either (1) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (2) as may be authorized in writing by the City's Risk Manager or his/her designee at any time in his/her sole discretion. The required policies of insurance shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents and volunteers as additional insured, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to be the named insured.

Coverage shall be at least as broad as:

- A. **COMMERCIAL GENERAL LIABILITY (CGL):** Insurance Services Office (ISO) form CG 00 01 covering CGL on an "occurrence" basis and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000

aggregate for products and completed operations, and \$2,000,000 general aggregate.

- B. COMMERCIAL AUTOMOBILE LIABILITY: Insurance Services Office (ISO) form CA 00 01 covering Code 1, and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage. C. WORKERS' COMPENSATION insurance as required by the State of California Labor, with statutory limits, and EMPLOYERS' LIABILITY insurance with minimum limits of no less than \$1,000,000 per accident for bodily injury or disease.
- C. COMMERCIAL CRIME insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Crime and Fidelity Form CR 00 20 with limits of insurance of not less than \$200,000.

Umbrella or Excess Insurance: In the event Merced BHC and/or California Skateparks or its subcontractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such umbrella or excess insurance policy(ies) shall also apply on a primary and noncontributory basis for the benefit of City, its officers, officials, employees, agents and volunteers.

Deductibles & Self-Insured Retentions: Merced BHC and/or California Skateparks or its subcontractors shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and California Skateparks shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City's Risk Manager or his/her designee. At the option of the City's Risk Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or (ii) Merced BHC and/or California Skateparks or its subcontractors shall provide a financial guarantee, satisfactory to City's Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Endorsements: The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) day written notice in favor of the City, of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy which shall provide a ten (10) day written notice of such cancellation, change or reduction of coverage. In the event any policies are due to expire during the term of this MOU, a new certificate evidencing renewal of such policy shall be provided not less than fifteen (15) days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, Merced BHC and California Skateparks shall file with the City a certified copy of the new or renewal policy and certificates for such policy.

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, agents, employees, and volunteers are to be covered as an additional insured. Merced BHC and/or California Skateparks or its subcontractors shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this MOU, Merced BHC's and/or California Skateparks' or its subcontractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of Merced BHC's and/or California Skateparks' or its subcontractor's insurance and shall not contribute with it. Merced BHC and/or California Skateparks or its subcontractors shall establish primary and noncontributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and noncontributory status as broad as that contained in ISO Form CG 20 01 014 13.

The Crime insurance policy shall name the City as a joint loss payee.

The Workers' Compensation insurance policy is to contain or be endorsed to contain, the following provision: Merced BHC and/or California Skateparks and its insurer shall waive any right of subrogation against City and each of its officers, officials, employees, agents, and volunteers.

Merced BHC and/or California Skateparks or its subcontractors shall furnish the City with the certificate(s) and applicable endorsements for ALL required insurance prior to the City's execution of this MOU.

Maintenance of Insurance: If at any time during the life of this MOU or any extension, Merced BHC and/or California Skateparks (or its subcontractors) fails to maintain any required insurance in full force and effect, all of Foundation's activities under this MOU shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this MOU. No action taken by City pursuant to this section shall in any way relieve Merced BHC and/or California Skateparks or its subcontractors of their responsibilities under this MOU.

Verification of Coverage: Upon request of City, Merced BHC and/or California Skateparks or its subcontractors shall immediately furnish City with a complete copy of any insurance policy required under this MOU, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this MOU.

Duty to Indemnify: The fact that insurance is obtained by Merced BHC and/or California Skateparks or its subcontractors shall not be deemed to release or diminish the liability of Merced BHC and/or California Skateparks or its subcontractors, including, without limitation, liability under the indemnification provisions of this MOU. The duty to indemnify City and its officials, officers, employees, agents, and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Merced BHC and/or California Skateparks or its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Merced BHC and/or California Skateparks or its subcontractors, or any of their officers, board members, employees, agents, volunteers, invitees, caterers, concessionaires, suppliers, vendors, consultants, or other contractors.

Subcontractors: If Merced BHC and/or California Skateparks should subcontract all or any portion of the services to be performed under this MOU, **Merced BHC and/or California Skateparks shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents, and authorized volunteers in accordance with the terms of this section. All required certificates and applicable endorsements shall be on file with Merced BHC and/or California Skateparks and City prior to the commencement of any services by the subcontractor.**

8. ATTORNEY'S FEES

If a party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this MOU, the prevailing party in such proceeding or action shall be entitled to recover from the other party its/their reasonable attorney's fees and legal expenses.

9. NOTICES

Any notice required or intended to be given to a party under the terms of this MOU shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), as the case may be, or in lieu of such personal service, by way of Federal Express, DHL, or other similar courier addressed to such party at the appropriate address set forth herein, (b) the date of receipt by facsimile to the City Representative or the Merced BHC and/or California Skateparks Representative, or (c) three (3) business days after the date of mailing (postage pre-paid return receipt requested). Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other.

10. BINDING

Once this MOU is signed by all the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives. The terms and conditions of this MOU, express or implied, exist only for the benefit of the parties to this MOU and their respective successors and assigns. No other person or entity will be deemed to be a third party beneficiary of this MOU.

11. ASSIGNMENT

There shall be no assignment by any party of its rights or obligations under this MOU without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

12. WAIVER

The waiver by any party of a breach by the other of any provision of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU. No provisions of this MOU may be waived unless in writing and approved by and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

No action or omission by either party shall constitute a breach of this MOU unless the injured party first notifies the other party of the purported breach in writing setting forth the alleged breach or default and said party does not cure the same within thirty (30) days after receipt of the written notice. The payment of any fee or compensation or performance of any obligation hereunder by either party shall not constitute a waiver of any breach by the other party or of any of the rights and remedies which either party may have as a result of such breach. No waiver by either party of breach of the MOU shall be implied from any failure by the other party to take action on account of such breach if such breach persists or is repeated. Waivers by either party of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

13. GOVERNING LAW AND VENUE

This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this MOU and any rights and duties hereunder shall be in the Merced County Superior Court located in Merced, California.

14. HEADINGS

The section headings in this MOU are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this MOU.

15. SEVERABILITY

The provisions of this MOU are severable. The invalidity or unenforceability of any one provision in this MOU shall not affect the other provisions.

16. INTERPRETATION

The parties acknowledge that this MOU in its final form is the result of the combined efforts of the parties and that, should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this MOU as of the date first set forth above:

CITY OF MERCED, a municipal corporation

Merced Building Healthy Communities, a community health equity initiative

By: _____

Steve Carrigan,
City Manager

By: _____

Name: _____

Title: _____

(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

ATTEST

City Clerk

California Skateparks, a California corporation

By: _____

Deputy

By: _____

Name: _____

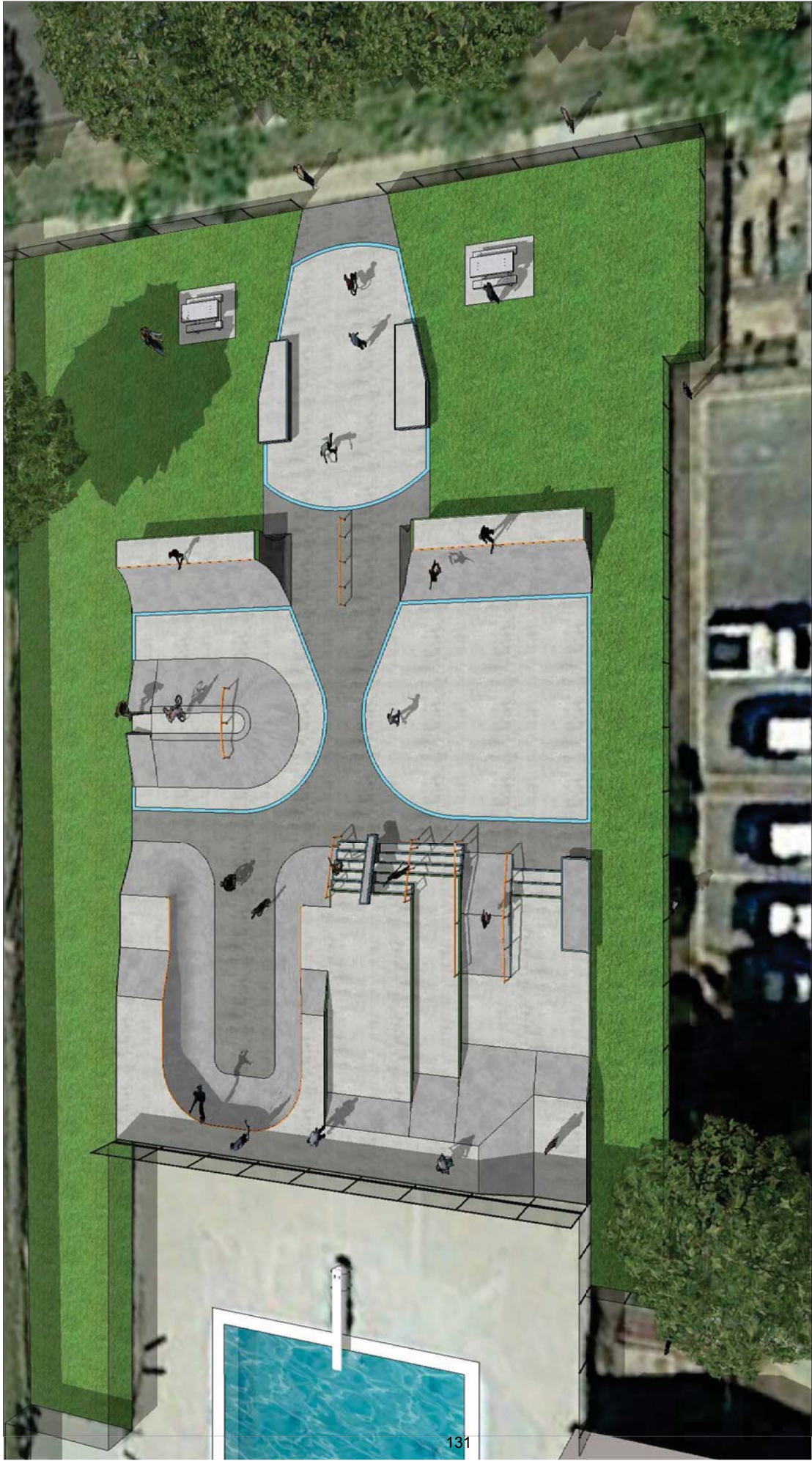
Title: _____

(if corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By:  _____

Date



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South Merced Skatepark Concept

Perspective 1



Perspective 2		 CALIFORNIA skateparks		A 02	
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South Merced Skatepark Concept



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South Merced Skatepark Concept

Perspective 3



Perspective 4



South Merced Skatepark Concept

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South Merced Skatepark Concept

Perspective 5



Perspective 6



South Merced Skatepark Concept

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Perspective 7



South Merced Skatepark Concept

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Perspective 8



South Merced Skatepark Concept

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Perspective 9



South Merced Skatepark Concept

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Perspective 10

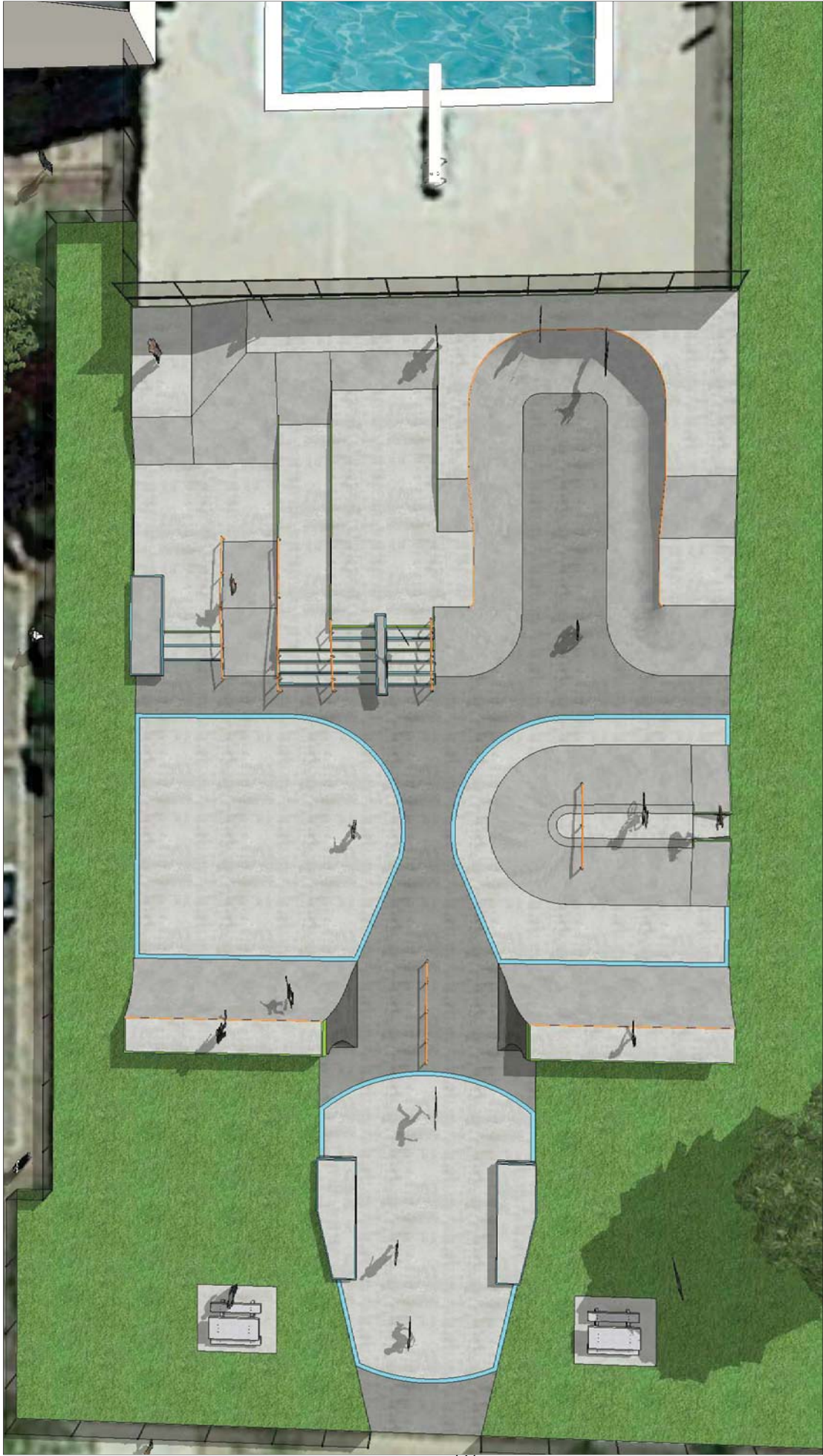


South Merced Skatepark Concept

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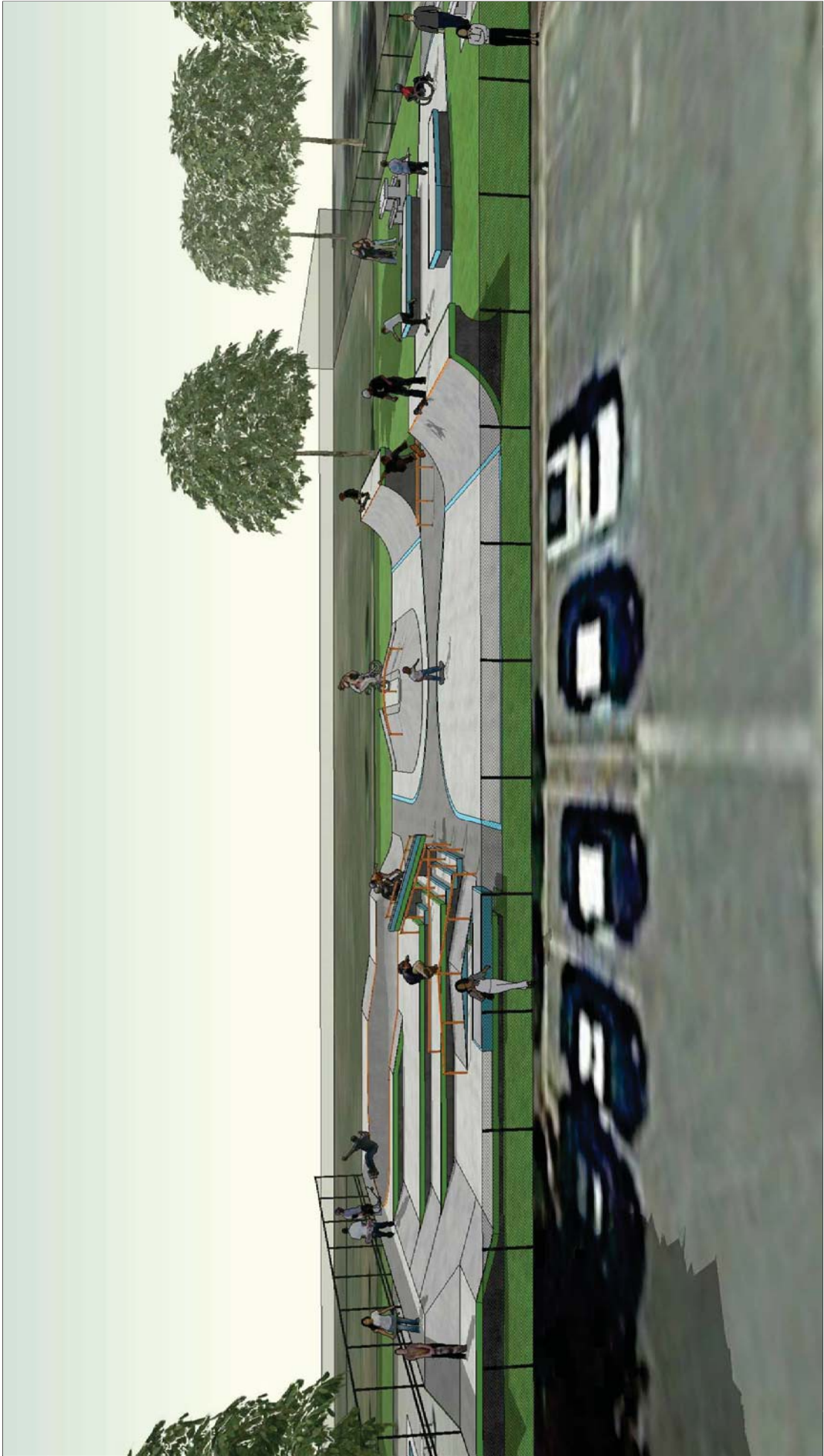


South Merced Skatepark Concept

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Perspective 13



South Merced Skatepark Concept

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ADMINISTRATIVE REPORT

Agenda Item F.12.

Meeting Date: 10/2/2017

Report Prepared by: Mike Conway, Assistant to the City Manager

SUBJECT: Request to Install a Born Learning Trail in Stephen Leonard Park

REPORT IN BRIEF

Consider request by United Way of Merced County to install a Born Learning Trail in Stephen Leonard Park.

RECOMMENDATION

City Council - Adopt a motion approving the installation of a Born Learning Trail in Stephen Leonard Park.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As it applies to Youth Programs.

DISCUSSION

The United Way of Merced County has proposed installing a Born Learning Trail in Stephen Leonard Park. The Trail is 10 interactive signs in English and Spanish that encourage parents and their children to engage in fun learning activities. The activities are aimed at children ages 0 to 5.

The Born Learning Trail is being described as a pilot project with First 5 of Merced County because if this is well-received United Way would like to do other projects like it in other parks. Stephen Leonard Park was selected because it has a number of programs going on geared to 5 and under youngsters.

There is no cost to the City.

The project was presented to the Recreation and Parks Commission at its August 28, 2017 meeting. The Commission unanimously recommended the Council support the trails project.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Request Letter from United Way of Merced County

August 21, 2017

To: Merced City Recreation and Parks Commission

United Way of Merced County (UWMC) would like the Merced City Recreation and Parks Commission to consider allowing UWMC to install a Born Learning Trail within the confines of Stephen Leonard Park. UWMC intends on receiving a mini-grant from First 5 of Merced County to fund this pilot project. We refer to it as a pilot project, as we would like it to serve as an example of a wonderful park and walking trails added-value to be had throughout our city and community parks should the commission and city council warrant it to be applicable. Below is a brief excerpt describing what Born Learning Trails are, in addition to the many benefits it provides to both the community and park aesthetics. Lastly, included is also a number of images providing the commission with a visual aid as to the process and end result of installing Born Learning Trails.

Born Learning Trail(s) Summary:

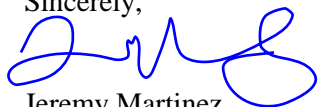
The Trail is a series of 10 interactive signs that offer fun, active learning activities for young children and their families. It helps parents, caregivers and communities create quality engagement opportunities when out on a stroll or visiting a local playground. The trail features age-appropriate, simple-to-construct activities that can be set up outdoors. Ten games on engaging signs that are placed along the trail help parents and caregivers create learning opportunities for a young child. One of the things that makes Born Learning so unique is the rich, research-based content that is consistently delivered across the trail. Its playful design and bold colors visually link the entire mobility and cognitively stimulating activities throughout the Born Learning Trail.

Whether it is in a local park, at a childcare center or school, in a library or next to a children's museum, the trail can be a valuable community resource for early learning because it promotes learning in a fun and interactive way – important components of early childhood learning. The trails help young children boost language, reading, problem solving and critical thinking skills. They offer families a place to be active, elevate awareness of early childhood education, and are a visible symbol of the community's commitment to young children.

It is my hope that the commission recognizes the value this type of project can bring to parks and neighborhoods. The first five years of a child's life serve as pivotal years concerning cognitive and mobility skills development. Born Learning Trails create the opportunity for children and their parents to engage in behavior allowing for growth in these areas, while also encouraging play, physical activity, and inherently, a healthier lifestyle.

Should you have any further questions or request that I present on this project, please feel free to contact me at 209-383-4242, or email jeremy@unitedwaymerced.org.

Sincerely,



Jeremy Martinez
Chief Executive Officer
United Way of Merced County

Photos of Born Learning Trails (In Process & Complete; inclusive of signs)

1) Signage to encourage interaction with stencils (Will be available in English and Spanish)



2) Picture of the process and community involvement



3) Picture of a completed trail



4) Picture(s) of trail activities, stencils, etc.





CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item G.1.

Meeting Date: 10/2/2017

SUBJECT: Presentation on Veterans Street Naming Project

REPORT IN BRIEF

Staff will present an update on the Veterans Street Naming Project and receive direction on continuing efforts.



ADMINISTRATIVE REPORT

Agenda Item H.1.

Meeting Date: 10/2/2017

Report Prepared by: Mike Conway, Assistant to the City Manager

SUBJECT: Request to Name Two Council Members to a Park Facilities Selection Committee

REPORT IN BRIEF

Consider naming two City Council members to a Selection Committee for the purpose of considering a request to name a park bench after Bob McKissick.

RECOMMENDATION

City Council - Adopt a motion naming two City Council members to a Selection Committee to consider a request to name a park bench after Bob McKissick.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

N/A

DISCUSSION

There is a request to name a bench along the Black Rascal/ Rahilly Park Bike Path after Bob McKissick, a longtime Mercedian. The City plans to install benches along the Bike Path and the family has asked to install a plaque by one bench with his name. Mr. McKissick was active in the community, coached youth sports and frequently walked the bike path.

The City has an Administrative Policy, A-20: Procedures for Naming City Parks, Recreation Areas, Facilities and Redevelopment Agency Facilities. The policy requires a Selection Committee to be formed to review the application with two members of the City Council, along with the Recreation and Parks Commission. The group will hold a Public Hearing and make a recommendation to the City

Council regarding the naming of the facility.

The City Council is being asked to name two members to the Selection Committee. The Committee will meet at the Recreation and Parks Commission meeting Oct. 23 for the Public Hearing.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Copy of Administrative Policy A-20

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.