



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, March 19, 2018

6:00 PM

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

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

NOTICE TO PUBLIC

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

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

PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK

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

INDIVIDUALS WITH DISABILITIES

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

A. CLOSED SESSION ROLL CALL

B. CLOSED SESSION

B.1. [18-147](#) SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2): (1) case

B.2. [18-114](#) SUBJECT: CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Employee Organization: American Federation of State, County, and Municipal Employees (AFSCME) Council 57; Local 2703; International Association of Fire Fighters, Local 1479; Merced Association of City Employees

(MACE). AUTHORITY: Government Code Section 54957.6

- B.3.** [18-115](#) **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency
Designated Representative: City Manager Steve Carrigan; Unrepresented
Management AUTHORITY: Government Code Section 54957.6

C. CALL TO ORDER

C.1. Invocation - Bruce Logue, Life Spring Church

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

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

E. REPORT OUT OF CLOSED SESSION

F. CEREMONIAL MATTERS

- F.1.** [18-151](#) **SUBJECT:** Recognition of Outgoing Youth Council Member

REPORT IN BRIEF

Certificate of Recognition will be presented to Guadalupe Aleman for her time and service on the Merced Youth Council.

G. SPECIAL PRESENTATIONS

- G.1.** [18-102](#) **SUBJECT:** Tahitian Dance Performance

REPORT IN BRIEF

A Tahitian dance performed by the South Pacific Dance Company.

H. WRITTEN PETITIONS AND COMMUNICATIONS

I. 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.

J. 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.

J.1. [18-030](#) **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.

J.2. [18-097](#) **SUBJECT:** Information Only - Planning Commission Minutes of February 7, 2018

RECOMMENDATION

For information only.

J.3. [18-131](#) **SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of February 13, 2018, February 20, 2018, February 26, 2018, and February 27, 2018

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of February 13, 2018, February 20, 2018, February 26, 2018, and February 27, 2018.

J.4. [18-068](#)

SUBJECT: Fiscal Year 2017 California Office of Emergency Services Standard Assurances and Memorandum of Understanding with Merced County

REPORT IN BRIEF

Consider approving the Fiscal Year 2017 California Office of Emergency Services (Cal OES) Standard Assurances and Memorandum of Understanding with Merced County to accept any future awards of California State Homeland Security Grant Program funds being funded through the County to the City of Merced Fire Department.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2018-15**, a Resolution of the City Council of the City of Merced, California, authorizing the City Manager or Assistant City Manager to execute the California Governor's Office of Emergency Services FY2017 Grant Assurances Agreement; and

B. Adopting **Resolution 2018-14**, a Resolution of the City Council of the City of Merced, California, authorizing the City Manager or Assistant City Manager to execute the Office of Emergency Services State Homeland Security Grant Programs -equipment, planning, administration, training and exercises agreement.

J.5. [18-093](#)

SUBJECT: Construction Agreement with BNSF Railway Company for CMAQ Westerly Bike Path, Project 111066

REPORT IN BRIEF

Consider approving a construction agreement with BNSF Railway Company to allow the City of Merced to construct a bike path in BNSF Railway Company's right-of-way.

RECOMMENDATION

City Council - Adopt a motion approving the Construction Agreement with BNSF Railway Company; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

J.6. [18-098](#)

SUBJECT: City-Owned Real Property Exclusive Use Request #18-01 (Greater Merced Chamber of Commerce, for Use of Bob Hart Square, to include the serving of alcohol)

REPORT IN BRIEF

The Greater Merced Chamber of Commerce requests the use of Bob Hart Square for their "Burgers and Brews" fundraiser event, to include the serving of alcohol, on Saturday, May 19, 2018, from 3:00 p.m. to 10:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the exclusive use of Bob Hart Square Park on Saturday, May 19, 2018, from 3:00 p.m. to 10:00 p.m. for a "Burgers and Brews" gourmet burger and local microbrewery beer sampling event (serving of alcohol); subject to the conditions outlined in the administrative report.

J.7. [18-137](#)

SUBJECT: Second Reading of Ordinance Regarding Amendments to the City's Commercial Shopping Center (C-SC) Zone

REPORT IN BRIEF

Second reading of previously introduced ordinance.

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance No. 2486**, an Ordinance of the City Council of the City of Merced, California, amending Table 20.10-1 ("Commercial Zoning Districts") of the Merced Municipal Code.

K. PUBLIC HEARINGS

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

K.1. [18-073](#)

SUBJECT: Public Hearing Assessment Ballot Proceeding - Northwood Village, East College Homes, Moss Landing, and Ridgeview Meadows Maintenance Districts

REPORT IN BRIEF

Conducts a public hearing to allow public testimony regarding proposed assessment increases, and continues the item to allow staff sufficient time to tally returned ballots and report the results at the April 2, 2018 City Council meeting.

RECOMMENDATION

City Council -

A. Conduct a Public Hearing for the Northwood Village, East College Homes, Moss Landing, and Ridgeview Meadows Maintenance Districts to allow for public testimony on proposed assessment increases; and,

B. Adopt a motion continuing the item to allow staff sufficient time to tally the ballots and report the results at the April 2, 2018, City Council Meeting.

L. REPORTS

L.1. [18-152](#)

SUBJECT: Report on City of Merced Recycling Program

REPORT IN BRIEF

At the request of Council Member Serratto, Recycling Coordinator Monique Gama will update City Council on Merced's recycling program.

RECOMMENDATION

For information only.

L.2. [18-145](#)

SUBJECT: Assembly Bill 1600 (AB1600) Follow-Up Information From December 18, 2017 Council Meeting

REPORT IN BRIEF

Council requested additional information regarding the AB1600 projects and the available funding amount.

RECOMMENDATION

For information only.

L.3. [18-126](#)

SUBJECT: Applegate Park Play Equipment and Rose Garden Update

REPORT IN BRIEF

Provides Council with an update on the replacement of the play structure at Applegate Park and requests Council direction on the proposed replacement option(s) of the structure and additionally provides Council with an update on the status of the Rose Garden project to receive direction as needed.

RECOMMENDATION

Provide direction to staff on how to proceed with replacement option(s) of play equipment at Applegate Park and provide direction to staff on the

Rose Garden project as needed.

L.4. [18-136](#)

SUBJECT: Update and Discussion on Park Benches and Trash Receptacles in the Downtown Area

REPORT IN BRIEF

Staff will provide a brief history on the removal of downtown benches and seek direction on next steps for the benches and trash receptacles.

RECOMMENDATION

Provide staff with direction regarding the next steps to take in regards to downtown park benches and trash receptacles.

L.5. [18-144](#)

SUBJECT: Direction on Establishing an Arts Commission within the City of Merced

REPORT IN BRIEF

Provides the City Council with an update on the progress that has been made to establish a Public Arts Commission in the City of Merced.

RECOMMENDATION

Provide staff with further direction as necessary on the creation and implementation of a City Arts Commission.

L.6. [18-140](#)

SUBJECT: Priority Setting Session

REPORT IN BRIEF

On March 5, 2017, Staff presented a summary of items that were discussed at the recent Town Hall meetings. The summary was based on comments made by residents for the City Council to consider. Following of the presentation of the summary, Council members provided a list of priorities. Staff have summarized the comments from Council members and are presenting this list for consideration to assist with the development of the 2018-19 budget.

RECOMMENDATION

Provide staff direction on City Council priorities after taking public comment.

M. BUSINESS

M.1. [18-099](#)

SUBJECT: Citizens' Oversight Committee - Measure C Appointments

REPORT IN BRIEF

Accept recommendation to fill Citizens' Oversight Committee - Measure "C" vacancies.

RECOMMENDATION

City Council - Adopt a motion accepting recommendation from the Citizens' Oversight - Measure "C" Committee and appointing one individual to the Central District to serve as a member of the Committee and one individual to the Northern District to serve as a member of the Committee.

M.2. Request to Add Item to Future Agenda

M.3. City Council Comments

N. ADJOURNMENT



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item B.1.

Meeting Date: 3/19/2018

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2): (1) case



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Merced Civic Center
678 W. 18th Street
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ADMINISTRATIVE REPORT

Agenda Item B.2.

Meeting Date: 3/19/2018

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



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item B.3.

Meeting Date: 3/19/2018

SUBJECT: CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative:
City Manager Steve Carrigan; Unrepresented Management AUTHORITY: Government Code Section
54957.6



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item F.1.

Meeting Date: 3/19/2018

SUBJECT: Recognition of Outgoing Youth Council Member

REPORT IN BRIEF

Certificate of Recognition will be presented to Guadalupe Aleman for her time and service on the Merced Youth Council.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item G.1.

Meeting Date: 3/19/2018

SUBJECT: Tahitian Dance Performance

REPORT IN BRIEF

A Tahitian dance performed by the South Pacific Dance Company.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item J.1.

Meeting Date: 3/19/2018

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 J.2.

Meeting Date: 3/19/2018

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

SUBJECT: Information Only - Planning Commission Minutes of February 7, 2018

RECOMMENDATION

For information only.

ATTACHMENTS

1. PC Minutes of 02-07-2018

CITY OF MERCED
Planning Commission

MINUTES

Merced City Council Chambers
Wednesday, February 7, 2018

Chairperson Dylina called the meeting to order at 7:01 p.m., followed by a moment of silence and the Pledge of Allegiance.

ROLL CALL

Commissioners Present: Sonia Alshami, Mary Camper, Travis Colby, Robert Dylina, and Peter Padilla

Commissioners Absent: Jeremy Martinez, (one vacancy)

Staff Present: Planning Manager Espinosa, Chief Deputy City Attorney Fincher, and Recording Secretary Davis

1. **APPROVAL OF AGENDA**

M/S CAMPER-ALSHAMI, and carried by unanimous voice vote (one absent, one vacancy), to approve the Agenda as submitted.

2. **MINUTES**

M/S CAMPER-COLBY, and carried by unanimous voice vote (one absent, one vacancy), to approve the Minutes of January 17, 2018, as submitted.

3. **COMMUNICATIONS**

None.

4. **ITEMS**

- 4.1 Conditional Use Permit #1222, initiated by Healthy House on behalf of Shepherd of the Valley Evangelical Lutheran, property owner. This application involves a request to allow an outdoor community garden (approximately 1,700 square feet) on the grounds of the Shepherd of the Valley Lutheran Church, generally located on the northeast corner of Yosemite Avenue and White Dove Avenue (1455 E. Yosemite Avenue), within a Low-Density Residential (R-1-6) Zone. *PUBLIC HEARING*

Planner MENDOZA-GONZALEZ reviewed the report on this item. For further information, refer to Staff Report #18-02.

Public Testimony was opened at 7:11 p.m.

Speakers from the Audience in Favor:

CANDICE ADAM MEDEFIND, Applicant, Merced

CHAI MOUA, Healthy House/Hmong Elders, Merced

No one spoke in opposition to the Project.

Public Testimony was completed at 7:15 p.m.

Commissioner COLBY was concerned that because a conditional use permit runs with the land, the neighbors in the surrounding area of the proposed garden will not have any other opportunities for comment in the event that the landowner, or whoever runs the garden should change.

Commissioner COLBY suggested adding Condition 26, “that community garden activity shall not be used in connection with a substance abuse rehabilitation program without further approval of the Planning Commission.”

Planning Manager ESPINOSA suggested rewording Condition 26 to state that in the event the ownership or the individuals heading the program changes, it would be subject to further review.

Chairperson DYLINEA re-opened the public hearing to ask the applicant if she has any objections to the additional condition.

Public testimony was re-opened at 7:25 p.m.

CANDICE ADAM MEDEFIND, Healthy House, Merced, explained to the Commission that there would be multiple organizations affiliated with the community garden; all of whom have been listed for and approved by the Church in a Memorandum of Understanding. She told the Commission that she does not anticipate those organizations to change, but she does not object to the additional condition.

Public testimony was completed at 7:27 p.m.

M/S CAMPER-ALSHAMI, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #17-21, and approve Conditional Use Permit #1222, subject to the Findings and twenty five (25) Conditions set forth in Staff Report 18-02, with the addition of Condition #26 as follows (RESOLUTION #3088):

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

“26. If the community garden management or activities change, those changes shall be approved by the Director of Development Services with referral to the Planning Commission if necessary.”

AYES: Commissioners Alshami, Camper, Colby, Padilla, and Chairperson Dylina

NOES: None

ABSENT: Commissioner Martinez, (one vacancy)

ABSTAIN: None

- 4.2 Zoning Ordinance Amendment #18-01, initiated by the City of Merced. This application involves changes to the Merced Zoning Ordinance (Title 20 of the Merced Municipal Code) which would modify the Commercial Shopping Center (C-SC) Zone to allow the following uses with a Site Plan Review Permit: Community Gardens, Colleges & Trade Schools, Commercial Recreation Indoor, Commercial Recreation Outdoor, and Drive-Through/Drive-Up Sales. In addition, the following uses would change from requiring a Conditional Use Permit to requiring a Site Plan Review Permit: Gas and Service Stations/Car Washes, Offices/Professional Uses, and Restaurants. All of these uses, except for a Community Garden, would be allowed only as part of a development that requires a grocery store of over 20,000 square feet as the main anchor to a shopping center. A Community Garden would be allowed as a temporary use until a shopping center is developed. *PUBLIC HEARING*

Planner MENDOZA-GONZALEZ reviewed the report on this item. For further information, refer to Staff Report #18-03.

Chairperson DYLINE asked for clarification as to why so many uses were being added. Mr. MENDOZA-GONZALEZ, stated that the members of the neighborhood were supportive of the addition of these uses, such as Commercial Recreation (Outdoor/Indoor), for the purpose of providing the youth of the neighborhood with more healthy activities/opportunities.

Public testimony was opened at 7:43 p.m.

Speaker from the Audience in Favor:

JOSE REYES, Citizens for the Betterment of South Merced, Merced

No one spoke in opposition to the Project.

Public testimony was completed at 7:46 p.m.

Commissioner PADILLA objected to the 10-day notification window for Site Plan Reviews; he added that it did not provide members of the public with sufficient time to comment. He also objected to the fact that approval of the Planning Commission would no longer be required for the uses previously listed under the C-SC Zone for Site Plan Reviews.

Planning Manager ESPINOSA clarified to the Commission that the notification window is established by CEQA, and is dependent on the type of Environmental Review that is required for the project; therefore, the length of time required could be more than 10 days.

Commissioner ALSHAMI made a motion to recommend to the City Council adoption of a Categorical Exemption regarding Environmental Review #18-01, and approval of Zoning Ordinance Amendment #18-01, as shown in Attachment B, with the exclusion of gas stations as a permitted use under the C-SC Zone.

The motion failed due to lack of a second to her motion.

Commissioner PADILLA made a motion to recommend to the City Council denial of a Categorical Exemption regarding Environmental Review #18-01, and disapproval of Zoning Ordinance Amendment #18-01, as shown in Attachment B.

The motion failed due to lack of a second to his motion.

M/S CAMPER-COLBY, and carried by the following vote, to recommend to the City Council adoption of a Categorical Exemption regarding Environmental Review #18-01, and approval of Zoning Ordinance Amendment #18-01, as shown in Attachment B, subject to the Findings set forth in Staff Report #18-03 (RESOLUTION #3089):

AYES: Commissioners Alshami, Camper, Colby, and
Chairperson Dylina

NOES: Commissioner Padilla

ABSENT: Commissioner Martinez, (one vacancy)

ABSTAIN: None

February 7, 2018

5. **INFORMATION ITEMS**

5.1 Calendar of Meetings/Events

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

6. **ADJOURNMENT**

There being no further business, Chairperson DYLINEA adjourned the meeting at 8:12 p.m.

Respectfully submitted,



KIM ESPINOSA, Secretary
Merced City Planning Commission

APPROVED:



ROBERT DYLINEA, Chairperson
Merced City Planning Commission

CITY OF MERCED
Planning Commission

Resolution #3088

WHEREAS, the Merced City Planning Commission at its regular meeting of February 7, 2018, held a public hearing and considered **Conditional Use Permit #1222**, initiated by Healthy House on behalf of Shepherd of the Valley Evangelical Lutheran, property owner. This application involves a request to allow an outdoor community garden (approximately 1,700 square feet) on the grounds of the Shepherd of the Valley Lutheran Church, generally located on the northeast corner of Yosemite Avenue and White Dove Avenue (1455 E. Yosemite Avenue), within a Low-Density Residential (R-1-6) Zone; also known as Assessor's Parcel Number 231-162-008; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through H of Staff Report #18-02; and,

NOW THEREFORE, after reviewing the City's Draft Environmental Determination, and discussing all the issues, the Merced City Planning Commission does resolve to hereby adopt a Categorical Exemption regarding Environmental Review #17-21, and approve Conditional Use Permit #1222, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner Camper, seconded by Commissioner Alshami, and carried by the following vote:

AYES: Commissioners Alshami, Camper, Colby, Padilla, and Chairperson Dylina

NOES: None

ABSENT: Commissioner Martinez


ABSTAIN: None

PLANNING COMMISSION RESOLUTION # 3088

Page 2

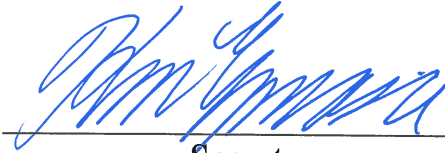
February 7, 2018

Adopted this 7th day of February 2018



Chairperson, Planning Commission of
the City of Merced, California

ATTEST:



Secretary

Attachment:

Exhibit A – Conditions of Approval

n:\shared\planning\PC Resolutions: CUP#1222 Healthy House_Shepherd of the Valley (1455 E. Yosemite Ave.)

Conditions of Approval
Planning Commission Resolution # 3088
Conditional Use Permit #1222

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan) - Attachment B-2 of Staff Report #18-02, except as modified by the conditions.
2. All conditions contained in Resolution #1249-Amended (“Standard Conditional Use Permit Conditions”—except for Condition #16 which has been superseded by Code) shall apply.
3. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
4. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.
5. The applicant shall comply with all relevant Conditions of Approval from Resolution #2254 for Conditional Use Permit #847.
6. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant’s project is subject to that other governmental entity’s approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify

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

7. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.
8. No separate signage shall be allowed for the garden, except for temporary signs as approved by the Planning Division. All signing shall comply with the City's Sign Ordinance. Building permits shall be obtained prior to installing any permanent signing. A Temporary Sign Permit shall be obtained prior to installing any temporary signs or banners. Temporary freestanding or A-frame signs are not allowed.
9. All gardening activities shall be conducted within the private property of the church.
10. All lighting on site shall be shielded or oriented in a way that does not allow "spillover" onto adjacent lots in compliance with the California Energy Code requirements. Any lighting on the building, parking lot lighting, or signage shall be oriented to shine downward and not spillover onto adjacent parcels.
11. The applicant shall obtain building permits before constructing any structures, as required by the Building Department.
12. Land use approval for accessory structures may be considered by the Director of Development Services or, if deemed necessary, by Site Plan Review Committee.
13. The disking of soil is prohibited, unless conducted in a manner approved by the San Joaquin Valley Air Pollution Control District.
14. Aerial spraying of pesticides or herbicides is prohibited.
15. The community garden shall only operate between 8:00 a.m. and 8:00 p.m. daily.
16. The community garden shall maintain a minimum setback distance of 30 feet from all property lines.

EXHIBIT A
OF PLANNING COMMISSION RESOLUTION #3088

17. Only non-odorous fertilizers shall be utilized on the property.
18. Odorous crops or plants shall be prohibited or mitigated as determined by the Director of Development Services.
19. If the garden is open after sunset, the applicant shall submit a Lighting Plan for Planning staff review and approval. Lighting shall illuminate the garden and at least a 20-foot radius around the garden. On-site lighting shall ensure safety and security of the property, including access areas. If lights are not provided, the garden shall close at sundown.
20. On-site sale of community garden products shall be prohibited.
21. Community garden activities shall in no way interfere with the operation of the existing church on the lot, including noise, litter, and loitering.
22. The applicant shall comply with all City of Merced business licensing requirements and all requirements of the Merced County Health Department.
23. No animals, including bees and fish, shall be allowed to be housed in the community garden. Only produce, plants, or flowers shall be allowed to grow in the community garden. Cannabis/Marijuana plants are prohibited.
24. The applicant shall comply with all regulations found in Merced Municipal Code Section 20.44.050 – Community Gardens.
25. Future expansion of the community garden may be approved by the Director of Development Services if the expansion does not exceed 33% of the area originally approved with this permit and if the garden maintains a minimum 30-foot setback from all property lines.
26. If the community garden management or activities change, those changes shall be approved by the Director of Development Services with referral to the Planning Commission if necessary.

n:\shared\planning\PC Resolutions: CUP #1222 Exhibit A

EXHIBIT A
OF PLANNING COMMISSION RESOLUTION #3088

CITY OF MERCED
Planning Commission

Resolution #3089

WHEREAS, the Merced City Planning Commission at its regular meeting of February 7, 2018, held a public hearing and considered **Zoning Ordinance Amendment #18-01**, initiated by the City of Merced. This application involves changes to the Merced Zoning Ordinance (Title 20 of the Merced Municipal Code) which would modify the Commercial Shopping Center (C-SC) Zone to allow the following uses with a Site Plan Review Permit: Community Gardens, Colleges & Trade Schools, Commercial Recreation Indoor, Commercial Recreation Outdoor, and Drive-Through/Drive-Up Sales. In addition, the following uses would be changed from requiring a Conditional Use Permit to requiring a Site Plan Review Permit: Gas and Service Stations/Car Washes, Offices/Professional Uses, and Restaurants. All of these uses, except for a Community Garden, would be allowed only as a part of a development that requires a grocery store of over 20,000 square feet as the main anchor to a shopping center. A Community Garden would be allowed as a temporary use until a shopping center is developed; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through G of Staff Report #18-03; and,

NOW THEREFORE, after reviewing the City's Draft Environmental Determination, and discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council adoption of a Categorical Exemption regarding Environmental Review #18-01, and approval of Zoning Ordinance Amendment #18-01, as set forth in Attachment B of Staff Report #18-03:

Upon motion by Commissioner Camper, seconded by Commissioner Colby, and carried by the following vote:

AYES:	Commissioners Alshami, Camper, Colby, and Chairperson Dylina
NOES:	Commissioner Padilla
ABSENT:	Commissioner Martinez
ABSTAIN:	None


February 7, 2018

Adopted this 7th day of February 2018



Chairperson, Planning Commission
of the City of Merced, California

ATTEST:



Secretary

n:shared:planning:PC Resolutions:ZOA#18-01



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item J.3.

Meeting Date: 3/19/2018

SUBJECT: City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of February 13, 2018, February 20, 2018, February 26, 2018, and February 27, 2018

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of February 13, 2018, February 20, 2018, February 26, 2018, and February 27, 2018.

ALTERNATIVES

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

ATTACHMENTS

1. Minutes of February 13, 2018
2. Minutes of February 20, 2018
3. Minutes of February 26, 2018
4. Minutes of February 27, 2018



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, February 13, 2018

6:00 PM

Multicultural Arts Center Town Hall

A. CALL TO ORDER

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

Clerk's Note: The Town Hall Meeting was held at the Multicultural Arts Center 645 W. Main Street, Merced, CA 95340.

A.1. Pledge of Allegiance to the Flag

B. ROLL CALL

Present: 5 - Mayor Pro Tempore Jill McLeod, Council Member Joshua Pedrozo, Council Member Matthew Serratto, Mayor Mike Murphy, and Council Member Kevin Blake

Absent: 2 - Council Member Michael Belluomini, and Council Member Anthony Martinez

C. OPENING COMMENTS

C.1. Mike Murphy - Mayor

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

Clerk's Note: Council Member MARTINEZ arrived at 6:03 PM.

Clerk's Note: Council Member BELLUOMINI arrived at 6:07 PM.

D. PUBLIC COMMENT

Fernando ECHEVARIA, Merced - spoke on the homeless problem in the downtown area. Suggested a no camping law. He also spoke on diversity in City Hall, hiring a Latino Police Chief, having steel play equipment at parks, a cat neutering program, and using shot spotter technology.

Steve RUSSOS, Merced - spoke on getting a shading system at playgrounds, creating a cradle to career initiative, rent control, and a

downtown preschool for staff and people who work in the area.

Gloria CONLIN, Merced - spoke on neighborhood blight, a safe streets program, parks, downtown business double tax and what that tax money is used for.

Rick MCMILLION, Merced - spoke on bringing back the benches downtown.

Ahmed AHMADI, Merced - asked about the City and County boundaries. He spoke about the need for communication between City and County agencies, railroad quiet zones, and downtown revitalization.

Mary HOFMANN, Merced - spoke on bringing back the downtown benches, focusing on sections of downtown to fix then extending out, and property ownership of downtown spaces.

Mary UPSHAW, Merced - spoke on how the State of the City affected her and made her want to do something positive for the city.

Twyla REECE, Merced - spoke on more shading for the playgrounds, ground covering for the playground, railroad quiet zones, street improvement, and shot spotter technology.

Diana ODOM GUNN, Merced - spoke on railroad quiet zones and interest in the old fire station. She also asked about the future of the old police station once the new station is built.

Isai PALMA, Merced - spoke on cannabis tax, a task force to decide where the cannabis tax money should go, youth activities, and ADA compliance sidewalks.

Eric MOORE, Merced - spoke on the cannabis tax.

Larry MORSE, Merced - spoke on designating a task force or sub-committee to meet with Cities that have successful downtowns.

Wayne EISENHART, Merced - spoke on communication between

agencies, downtown benches, trash cans on bear creek, cleaning up the alleys, brighter bike sharing lanes, 21st and K intersection 4-way stop, and the State of the City.

Chris MEDINA, Merced - asked about UC Merced Student engagement.

John HOFMANN, Merced - spoke on stop sign issues at 21st Street and Martin Luther King Jr. Way.

Ryan HELLER, Merced - spoke on the importance of the State of the City message.

Victor COSTA, Merced - spoke on preventing crimes and Office of Neighborhood safety programs.

Jeremy MARTINEZ, Merced - spoke on the Continuum of Care Program regarding homelessness.

Alejandro CARRILLO, Merced - spoke on the impact of the refuse center on Yosemite Avenue and Highway 59.

Michael PIERICK, Merced - spoke on the Boys and Girls Club programs.

E. COUNCIL COMMENTS

Council thanked everyone for attending the Town Hall Meeting.

F. ADJOURNMENT

Clerk's Note: The Town Hall Meeting adjourned at 8:02 PM.



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, February 20, 2018

6:00 PM

A. CLOSED SESSION ROLL CALL

Present: 5 - Council Member Michael Belluomini, Council Member Joshua Pedrozo, Council Member Matthew Serratto, Mayor Mike Murphy, and Council Member Kevin Blake
Absent: 2 - Council Member Anthony Martinez, and Mayor Pro Tempore Jill McLeod

B. CLOSED SESSION

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

Clerk's Note: Council Member MARTINEZ arrived at 5:10 PM.

Clerk's Note: Mayor Pro Tempore MCLEOD arrived at 5:15 PM.

B.1. **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2): (2) cases

B.2. **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Employee Organization: American Federation of State, County, and Municipal Employees (AFSCME) Council 57; Local 2703; International Association of Fire Fighters, Local 1479; Merced Association of City Employees (MACE). AUTHORITY: Government Code Section 54957.6

B.3. **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Unrepresented Management AUTHORITY: Government Code Section 54957.6

Clerk's Note: Council adjourned from Closed Session at 5:59 PM.

C. CALL TO ORDER

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

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

The invocation was delivered by Pastor Joel DORMAN from First Baptist

Church.

C.2. Pledge of Allegiance to the Flag

Mayor Pro Tempore MCLEOD led the PLedge of Allegiance to the Flag.

D. ROLL CALL

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

Absent: 0

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

E. REPORT OUT OF CLOSED SESSION

Mayor MURPHY stated that there was no report out of Closed Session and that Council would continue the Closed Session after the Regular Meeting.

F. CEREMONIAL MATTERS

F.1. **SUBJECT:** Certificates of Appreciation to the Donors of the 2017 Lights Before Christmas Event

REPORT IN BRIEF

Presents certificates of appreciation to the donors of the 2017 Lights Before Christmas event; Martha Hermosillo, Executive Director at First Five, Damien Galarza, General Manager at Radio Merced, and Jason Hicks, Manager at Cyberstation.

Mayor MURPHY presented Certificates of Appreciation to the donors of the 2017 Lights Before Christmas Event.

F.2. **SUBJECT:** Certificates of Appreciation for the 2018 State of the City Sponsors

REPORT IN BRIEF

Certificates of appreciation for the following 2018 State of the City sponsors; Merced School Employees Federal Credit Union, Educational Employees Credit Union, Mercy Medical Center/Dignity Health, Mape Ranch/ Lyons Investments, Merced Mall, MERCO Credit Union, and

BrightDart Print and Design.

Mayor MURPHY presented certificates of appreciation to the 2018 State of the City Sponsors.

F.3.

SUBJECT: Merced Police Officer Promotion Ceremony

REPORT IN BRIEF

Merced Police Officers' promotion ceremony for newly promoted Officers Lieutenant Alan Ward, Sergeant Joseph Perez, and Sergeant Edward Drum.

Acting Police Chief Chris GOODWIN swore in the newly promoted Police Officers.

Clerk's Note: Council recessed at 6:29 PM and returned at 6:38 PM.

G. WRITTEN PETITIONS AND COMMUNICATIONS

There were none.

H. ORAL COMMUNICATIONS

Nancy Young BERGMAN and Cathie LANCASTER, Merced - spoke on the CASA of Merced County Event.

Jazz DIAZ, Merced - spoke on an arts commission and the type of art she does.

Jennifer MORALES, Merced - spoke on the importance of public art and graffiti abatement.

Kaelee MARTINEZ, Merced - spoke on the importance of public art.

Alan CLAUNCH, Merced - apologized to Director of Public Works Ken ELWIN about a past comment he had made.

Earvin MENDOZA, Merced - spoke on the importance of public art.

Brenda ROJAS, Merced - spoke on the arts council and youth activities.

Patricia PRATT, Merced - spoke on the importance of public art, an arts commission and asked for the City's support.

Rodolfo RODRIGUEZ, Merced - spoke on murals in Merced.

Oscar TORRES, Merced - spoke on murals in Merced and asked for support from the City.

Ruben A. SANCHEZ, Merced - spoke on the importance of public art.

I. CONSENT CALENDAR

Items I.4. Considers Approval of 2017-18 Regional, State and Federal Legislative Platform and I.7. Agreement for Professional Services Contract with NexLevel Information Technology, Inc. for Needs Assessment, Procurement Services of Enterprise Resource Planning (ERP) Systems, and Phase 1 Project Management were pulled for separate consideration.

Approval of the Consent Agenda

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

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

No: 0

Absent: 0

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

REPORT IN BRIEF

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

RECOMMENDATION

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

This Consent Item was approved.

I.2. **SUBJECT: Information Only - Site Plan Review Committee Minutes of December 7, 2017**

RECOMMENDATION

For information only.

This Consent Item was approved.

- I.3.** **SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of January 16, 2018

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of January 16, 2018.

This Consent Item was approved.

- I.5.** **SUBJECT:** First Amendment to Agreement for Professional Services with AECOM Technical Services, Inc., for Well Site Design Services, Project No. 114001

REPORT IN BRIEF

Authorizes an amendment to a contract for well design services for a new production water well at the Wastewater Treatment Plant.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving an amendment to an Agreement for Professional Services with AECOM Technical Services, Inc., in the amount of \$15,382 for engineering design services; and,

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

This Consent Item was approved.

- I.6.** **SUBJECT:** Office of Emergency Services - Agreement for Temporary Transfer of Vehicular Equipment - Cal OES Fire Engine No. 393

REPORT IN BRIEF

Enter into an agreement for temporary transfer of Cal OES Fire Engine No. 393 between the State of California Governor's Office of Emergency Services and the Merced City Fire Department.

RECOMMENDATION

City Council - Adopt a motion authorizing the City Manager or his Designee to execute the "Agreement for Temporary Transfer of Vehicular Equipment" between the State of California Governor's Office of Emergency Services (State) and the Merced City Fire Department (Assignee) for the transfer of Cal OES Fire Engine No. 393.

This Consent Item was approved.

I.8.

SUBJECT: Street Closure #17-13 (Merced Main Street Association, for Use of W. Main Street Between M and Canal Streets, and to Include the Use of Bob Hart Square)

REPORT IN BRIEF

Merced Main Street Association requests the use of City streets and Bob Hart Square for the 3rd Annual "Merced FEAST" farm-to-table event, to include the serving of alcohol, on Thursday and Friday, September 20 and 21, 2018, from 12:00 p.m. to 11:00 p.m., and 3:00 p.m. to 10:30 p.m., respectively.

RECOMMENDATION

City Council - Adopt a motion approving the street closure of W. Main Street between M and Canal Streets and use of Bob Hart Square with serving of alcohol, on Thursday, September 20, 2018, from 12:00 p.m. to 11:00 p.m.; and the use of Bob Hart Square on Friday, September 21, 2018, from 3:00 p.m. to 10:30 p.m., subject to the details and conditions outlined in the administrative staff report.

This Consent Item was approved.

I.9.

SUBJECT: Purchase of a Kubota Loader Utilizing the Government Procurement Program and Waiving of the Competitive Bidding Requirement

REPORT IN BRIEF

Considers waiving the competitive bidding requirement for the purchase of a Kubota loader in the amount of \$65,920.76 for the loading of biosolids at the Wastewater Treatment Facility through the National Joint Powers Alliance (NJPA) Government Procurement Program.

RECOMMENDATION

City Council - Adopt a motion waiving the City's competitive bidding

requirement to purchase one Kubota loader from the National Joint Powers Alliance (NJPA) Program for \$65,920.76; and, authorizing the City Buyer to issue the purchase order.

This Consent Item was approved.

I.10.

SUBJECT: First Amendment to Professional Services Agreement with Alliance Refuse Trucks, Inc., for the Refurbishment of Two Refuse Trucks

REPORT IN BRIEF

Consider amending the existing contract with Alliance Refuse Trucks, Inc., to include the 5% contingency previously appropriated by Council on January 2, 2018.

RECOMMENDATION

City Council - Adopt a motion approving the First Amendment to Professional Services Agreement with Alliance Refuse Trucks in the amount of \$14,795 for the refurbishment of two refuse trucks; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

This Consent Item was approved.

I.11.

SUBJECT: FY 2018 Merced County First Five Mini Grant - Accept and Appropriate

REPORT IN BRIEF

Consider accepting and appropriating grant funding in the amount of \$3,000 from Merced County First Five for the Applegate Park Zoo's Lights Before Christmas event.

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting grant funds from Merced County First Five and increasing revenue in Fund 024 Parks and Community Services in the amount of \$3,000 and appropriating the same to account 024-1254-542-29-00; and,

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

This Consent Item was approved.

- I.12. **SUBJECT:** Friends of Sober Grad Nite Request Co-Sponsored Rate for Use of the Senior Community Center

REPORT IN BRIEF

Consider the Recreation and Parks Commission's recommendation to approve a request for the co-sponsored rate for use of the Senior Community Center by the Friends of Sober Grad Nite on March 30, 2018.

RECOMMENDATION

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

This Consent Item was approved.

- I.13. **SUBJECT:** Second Reading of Ordinance Regarding Local Business Preference Policy

REPORT IN BRIEF

Second reading of previously introduced ordinance.

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance No. 2485**, an Ordinance of the City Council of the City of Merced, California, amending chapter 3.04 by adding section 3.04.215, "Local Business Preference Policy," to the Merced Municipal Code.

This Consent Item was approved.

- I.4. **SUBJECT:** Considers Approval of 2017-18 Regional, State and Federal Legislative Platform

REPORT IN BRIEF

Council is asked to update Regional, State, and Federal Legislative Platform.

RECOMMENDATION

City Council - Adopt a motion adopting the updated 2017-18 Regional, State and Federal Legislative Platform.

Council Member BELLUOMINI pulled this item to suggest a language change in the 2017-18 Regional, State and Federal Legislative Platform.

Council and Staff discussed language changes to the legislative platform.

Kristen SULLIVAN, Merced - spoke on the effects of smoking in multifamily complexes.

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

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

No: 0

Absent: 0

I.7.

SUBJECT: Agreement for Professional Services Contract with NexLevel Information Technology, Inc. for Needs Assessment, Procurement Services of Enterprise Resource Planning (ERP) Systems, and Phase 1 Project Management

REPORT IN BRIEF

Consider approving an agreement for professional services contract with NexLevel Information Technology, Inc. for needs assessment, procurement services of enterprise resource planning (ERP) systems, and phase 1 project management.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the Professional Services Agreement for \$97,750 with NexLevel Information Technology, Inc.

B. Approving the NexLevel Optional Project Management Assistance for Phase 1 on a time and materials basis not to exceed \$170,688.

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

Council Member SERRATTO pulled this item to question the needs assessment.

Director of Information Technology Jeff BENNYHOFF explained the need to update the City systems and reasons for hiring experts in the field.

Council and Staff discussed funding for the project.

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

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

No: 0

Absent: 0

J. PUBLIC HEARINGS

J.1.

SUBJECT: Vacation #17-02 to Abandon a 40-Foot-Wide "Avenue" Generally Located East of Kibby Road Between East Highway 140 and Childs Avenue

REPORT IN BRIEF

The City Council will consider the abandonment of a 40-foot wide "Avenue" generally located along the east property line of two parcels generally located at the northeast corner of Childs Avenue and Kibby Road and the southeast corner of East Highway 140 and Kibby Road.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2018-09 A** Resolution of the City Council of the City of Merced, California ordering the vacation of a 40-Foot-Wide "Avenue" located along the eastern property line of three parcels generally located at the northeast corner of Childs Avenue and Kibby Road and the southeast corner of East Highway 140 and Kibby Road (Vacation #17-02).

Planning Manager Kim ESPINOSA gave a slide show presentation on Vacation #17-02 to abandon a 40-foot-wide "Avenue".

Mayor MURPHY opened and subsequently closed the Public Hearing at 7:49 PM due to a lack of public comment.

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

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

No: 0

Absent: 0

K. REPORTS

K.1. **SUBJECT: Calling a Special Election for June 5, 2018 for the Purpose of Enacting a Commercial Cannabis Business Tax**

REPORT IN BRIEF

Consideration of Resolutions Calling June 5, 2018 Special Municipal Election for the purpose of placing a tax measure on the ballot regarding cannabis sales and commercial activity and requesting the County Board of Supervisors consolidate the City's election with the Statewide Direct Primary Election being held on the same date.

RECOMMENDATION

City Council - Adopt a motion:

- A. Adopting **Resolution 2018-10**, a Resolution of the City Council of the City of Merced, California, calling a Special Municipal Election to be held on June 5, 2018, for the Purpose of Submitting a Commercial Cannabis Business Tax to the Electorate; and,
- B. Adopting **Resolution 2018-11**, a Resolution of the City Council of the City of Merced, California, requesting that the Board of Supervisors of the County of Merced, California provide for the consolidation of a Special Municipal Election and a Ballot Measure with the Statewide Direct Primary Election to be held on June 5, 2018; and,
- C. Adopting a Categorical Exemption (Environmental Review #18-12) in regards to the proposed Ordinance in accordance with the California Environmental Quality Act; and,
- D. Approving the form and content of the City Council sponsored Initiative Ordinance, entitled: Ordinance No. ____ An Ordinance of the People of the City of Merced, California, Adding Chapter 3.52 to the City of Merced Municipal Code, Approving and Implementing a Commercial Cannabis Business Tax; and,
- E. Directing the City Manager/City Clerk and the City Attorney's Office to execute documents appropriate to carry out the tasks necessary for the Special Municipal Election and to take actions related thereto; and,
- F. Approving a supplemental appropriation from the General Fund

unreserved, unencumbered Fund balance in the amount of \$35,000 to cover the cost of the special election.

Director of Development Services Scott MCBRIDE, Planning Manager Kim ESPINOSA, and Principal Planner Michael HREN gave a slide show presentation on enacting a commercial cannabis business tax.

Council and Staff discussed language changes in the proposed draft ordinance and tax rate.

Sol RIVAS, Merced - spoke on cannabis tax monies going towards youth services.

Council and Staff discussed the proposed draft ordinance.

Mayor MURPHY questioned a "whereas" in the resolution, regarding the community's feeling on whether crime was increasing and asked that it be stricken if it was not factual.

Christopher JENSON, Merced - spoke on equally distributing the cannabis tax money.

Isai PALMA, Merced - spoke on the use of the cannabis tax.

Clerk's Note: Council and Staff continued discussing the ordinance after the motion and second was made.

A motion was made by Council Member Blake, seconded by Council Member Pedrozo, to approve as presented with the striking of the "whereas" regarding crime rates. The motion carried by the following vote:

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

No: 1 - Council Member Belluomini

Absent: 0

Clerk's Note: Council recessed at 8:51 PM and returned at 9:00 PM.

K.2.

SUBJECT: Update on Public Facilities Projects

REPORT IN BRIEF

At the request of Council Member Belluomini, staff are presenting an update on the Public Facilities projects.

RECOMMENDATION

Provide staff with further direction on Public Facilities Projects.

Assistant City Manager Stephanie DIETZ gave a slide show presentation updating public facilities projects.

K.3.

SUBJECT: Downtown Merced Entry Sign

REPORT IN BRIEF

Provides an update to City Council on the proposed Merced entry sign to be located in downtown Merced.

RECOMMENDATION

Provide staff with direction on the presented options.

Director of Public Works Ken ELWIN gave a slide show presentation on the downtown Merced entry signs.

Council and Staff discussed the downtown archway sign, the location of the sign, and made some suggestions regarding the archway.

Clerk's Note: Council directed Staff to bring back a cost estimate for both archways, design options, and location options for the second meeting in April.

L. BUSINESS

L.1.

SUBJECT: Recreation and Parks Commission Appointments (2)

REPORT IN BRIEF

Consider accepting nominations and appointing individual(s) to the Recreation and Parks Commission.

RECOMMENDATION

City Council - Adopt a motion accepting nominations and appointing two individuals to serve as members of the Recreation and Parks Commission, with term dates of July 1, 2019 and July 1, 2021.

Council discussed the applicants for the Recreation and Parks Commission vacancies.

Justin ANDERSON, Recreation and Parks Commission applicant - spoke on his work with the youth and how he can contribute to the Recreation and

Parks Commission.

A motion was made by Mayor Murphy, seconded by Council Member Pedrozo, to appoint Norma Cardona to the Recreation and Parks Commission. The motion was carried by the following vote:

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

No: 0

Absent: 0

Council Member Belluomini made a motion to appoint Valente Huitron to the Recreation and Parks Commission. The motion failed for a lack of a second.

A motion was made by Council Member Serratto, seconded by Council Member Blake, to appoint Justin Anderson to the Recreation and Parks Commission. The motion carried by the following vote:

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

No: 0

Absent: 0

L.2. SUBJECT: Selection of Council Members to Attend the One Voice Trip

REPORT IN BRIEF

Council to decide who will attend the One Voice trip.

Council discussed who will attend the One Voice trip.

Clerk's Note: Mayor MURPHY, Council Member SERRATTO, and Council Member PEDROZO were selected to attend the One Voice Trip.

L.3. Request to Add Item to Future Agenda

Council Member MARTINEZ requested to add an item to discuss an arts commission.

Council Member SERRATTO requested to add an item to discuss recycling for businesses and apartments.

Council Member BLAKE requested to add an item to discuss downtown benches.

Council Member BELLUOMINI requested to add an item to discuss the future of the "Sun-Star" building, to be placed on the March 19th meeting.

L.4. City Council Comments

Council Member PEDROZO reported on attending the Merced County Association of Governments meeting and the Japanese American Citizens League Dinner.

Council Member BELLUOMINI commented on the State of the City Event.

Council Member SERRATTO commented on the State of the City Event.

Council Member MARTINEZ reported on attending the report on our schools meeting and visiting Golden Valley High School. He spoke about a Fitness Fair event at McNamara Park, the Weaver Performing Arts performing the Little Mermaid, and a Food Drive at UC Merced.

Mayor MURPHY commented on the State of the City Event. He also reported on attending the registration for the Blue Devils Youth Football League, and the Merced County Flip the Switch Event. He mentioned the upcoming Town Hall meetings and the Seussical Musical. He also congratulated Council Member SERRATTO for his promotion in the District Attorney's Office.

Clerk's Note: Council adjourned back to Closed Session at 10:00 PM.

Clerk's Note: Council adjourned from Closed Session at 10:29 PM.

M. ADJOURNMENT

Clerk's Note: The Regular Meeting was adjourned at 10:29 PM.

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

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

Monday, February 26, 2018

6:00 PM

Tenaya Town Hall

A. CALL TO ORDER

Mayor MURPHY called the Town Hall Meeting to order at 6:04 PM.

Clerk's Note: The Town Hall Meeting was held at Tenaya Middle School, 760 W. 8th Street, Merced, CA.

A.1. Pledge of Allegiance to the Flag

B. ROLL CALL

Present: 6 - Council Member Anthony Martinez, Mayor Pro Tempore Jill McLeod, Council Member Joshua Pedrozo, Council Member Matthew Serratto, Mayor Mike Murphy, and Council Member Kevin Blake

Absent: 1 - Council Member Michael Belluomini

C. OPENING COMMENTS

C.1. Mike Murphy - Mayor

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

Clerk's Note: Council Member BELLUOMINI arrived at 6:09 PM.

D. PUBLIC COMMENT

Fernando ECHEVARIA - spoke on youth programs, the VIPER Program, more police interaction, shot spotter technology, safe schools, a Southside Merced grocery store, and a Latino Police Chief.

Isia XIONG - spoke on the cannabis tax revenue, using that tax money for youth prevention and police interaction with the community.

Anabel SERNA - spoke on safe school routes.

Tracy GANNON - spoke on sidewalks on Martin Luther King Jr. Way and the CP42 proposed park.

Ron DEANDA - spoke on getting a grocery store in Southside Merced and lengthy timelines for projects to come to fruition.

Connie MENDOZA - spoke on the playground equipment at Applegate Park, bathrooms at Applegate Park, and homeless at Applegate Park.

Isai PALMA - spoke on the cannabis tax use.

Kristen SULLIVAN - spoke on the cannabis tax measure for youth programs and youth activities.

Sol RIVAS - spoke on the cannabis tax and investment the tax dollars in the youth.

Juan HARO - spoke on a neighborhood park on Childs and T Street, improving park restrooms, and more police presence.

Rodrigo ESPINOSA (County Supervisor) - spoke on parks in Southside Merced, maintenance at the parks, street sweepers, homeless, and the need for more shading at parks.

Merced Resident - spoke on funding for recreation and parks, affordable and safe housing, and additions to Applegate Park.

Adilene PENA - spoke on a neighborhood park on Childs and T Street, abandon cars, drug dealing at the neighborhood park, more police patrolling in South Merced, street light repair, and more lighting at Applegate Park.

Claudia HURTADO - spoke on safer roads and lowering the speed limits.

Ron DEANDA - spoke on safer roads, having a traffic officer at El Capitan High School to patrol traffic.

Lilian PRADO - spoke on a Southside Merced grocery store, street improvements in Southside Merced, and building communities together.

E. COUNCIL COMMENTS

Council thanked everyone for attending the Town Hall Meeting.

Mayor MURPHY acknowledged more people from the public wanting to speak.

Mark CHALICO - spoke on Building Healthy Communities collaborating with the City for an all wheels skate park.

Eric MOORE - spoke on the Recreation and Parks Commission.

Daniel PULIDO - spoke on his soccer organization collaborating with the City.

Adilene PENA - spoke on having an indoor farmers market and how the community can help to get a grocery store in Southside Merced.

Natalie - spoke on safer school routes.

Maribell ROMERO - spoke on a grocery store in South Merced.

Director of Public Works Ken ELWIN discussed the progress of the N Street project.

Mayor MURPHY spoke on the arts commission stakeholders meeting on March 9th.

F. ADJOURNMENT

Clerk's Note: The Town Hall Meeting was adjourned at 7:50 PM.



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, February 27, 2018

6:00 PM

Rivera Town Hall

A. CALL TO ORDER

Mayor MURPHY called the Town Hall Meeting to order at 6:04 PM.

Clerk's Note: The Town Hall Meeting was held at Rivera Middle School, 945 Buena Vista Drive, Merced, CA.

A.1. Pledge of Allegiance to the Flag

B. ROLL CALL

Present: 6 - Council Member Michael Belluomini, Council Member Anthony Martinez, Council Member Joshua Pedrozo, Council Member Matthew Serratto, Mayor Mike Murphy, and Council Member Kevin Blake

Absent: 1 - Mayor Pro Tempore Jill McLeod

C. OPENING COMMENTS

C.1. Mike Murphy - Mayor

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

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

D. PUBLIC COMMENT

Daryl LAMKEY - spoke on homelessness and Veteran homelessness.

Randy LANE - spoke on rent control.

Ruth WAX - spoke on improving the neighborhood Moraga Park with more lighting, bark, and replacing dead trees.

Janice PHENIS - spoke on improving the dog park by watering the dead

grass and trees, removing the foxtails and stickers, and needs more lighting. She also spoke on the increase of homeless people parking in the parking lot area and camping across the creek.

Dave TATUM - spoke on the homeless problem and safer streets and parks.

Justin HICKS - spoke on fundamental infrastructure and connecting the community.

MaryAnne REYNOLDS - spoke on ICE Agents presence.

Lisa KAYSER-GRANT - spoke on developing an oversight committee for projects and long term water conservation.

Landon LYNCH - spoke on the homeless at Applegate Park, BB Guns sold to kids, increase animal control, and developing a Homeless Program.

Olivia LYNCH - spoke on the homeless problem and mental health issues.

Jim GREENWOOD - spoke on improvements to the parks and more funding for Recreation and Parks.

Ysenia CURIEL - spoke on the lack of shading areas at the parks, access to bathrooms at the parks, citizen's police academy, more funding for Recreation and Parks, and collaborating with UC Merced for youth programs.

Chris JENSEN - spoke on the cannabis tax usage and park improvements.

Sherily FAR - spoke on improvements at Fahrens park and improvements at the dog park. She asked about Yard Masters maintenance responsibilities and if there are future plans to build condos or townhouses.

Karla SEIJAS - spoke on creating a veterans resource center. She also asked to reevaluate the number of homeless veterans.

Ron COOK - spoke on parks improvements, City policy for long term

homeless encampment at Applegate Park, and increasing funding to the parks.

Lanie GLADWIN - spoke on creek cleanups, who to contact about creek cleanups, and trash cans at bus stops and unfinished bus stops.

Marilyn MOCHELL - spoke on cannabis tax and youth marijuana prevention.

Kristin THOMAS - spoke on Merced Police response time.

Kevin HAMMON - spoke on blight in the community, transparency and communication, how the community can help the city, citizen's academy class, marketing outreach, updates from Chief of Police, and partnering with animal control and different communities.

Alejandro CORRILLO - spoke on disposal site on Yosemite Avenue.

E. CITY COUNCIL COMMENTS

Council thanked everyone for attending the Town Hall Meeting.

F. ADJOURNMENT

Clerk's Note: Council adjourned from the Town Hall Meeting at 8:02 PM.



ADMINISTRATIVE REPORT

Agenda Item J.4.

Meeting Date: 3/19/2018

Report Prepared by: Janet German, Secretary III, Fire Dept.

SUBJECT: Fiscal Year 2017 California Office of Emergency Services Standard Assurances and Memorandum of Understanding with Merced County

REPORT IN BRIEF

Consider approving the Fiscal Year 2017 California Office of Emergency Services (Cal OES) Standard Assurances and Memorandum of Understanding with Merced County to accept any future awards of California State Homeland Security Grant Program funds being funded through the County to the City of Merced Fire Department.

RECOMMENDATION

City Council - Adopt a motion:

- A. Adopting **Resolution 2018-15**, a Resolution of the City Council of the City of Merced, California, authorizing the City Manager or Assistant City Manager to execute the California Governor's Office of Emergency Services FY2017 Grant Assurances Agreement; and
- B. Adopting **Resolution 2018-14**, a Resolution of the City Council of the City of Merced, California, authorizing the City Manager or Assistant City Manager to execute the Office of Emergency Services State Homeland Security Grant Programs -equipment, planning, administration, training and exercises agreement.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200 - Powers

Charter of the City of Merced, Section 405 - Powers Vested in the City Council

CITY COUNCIL PRIORITIES

Public Safety, as provided for in the 2017-18 Adopted Budget.

DISCUSSION

Historically, the Merced County Office of Emergency Services (OES) awards funds to the City of Merced Fire Department (MFD) through the State Homeland Security Grant Program (SHSGP). Within the parameters and requirements of the grant program, monies are awarded by the Big 5 Committee to the individual agencies and jurisdictions within the County. In anticipation of such an award, to conform to the grant requirements, the MFD is recommending that the Agreement for the Office of Emergency Services - State Homeland Security Grant Programs - Funding for Equipment, Planning, Administration, Training and Exercises (MOU) be executed through the required Resolution.

The MOU is required by the State Homeland Security Grant Program and its purpose is to clarify the ownership of all equipment purchased with SHSGP funds. All equipment purchased with SHSGP funds will remain the property of the Operational Area (Merced County), and it specifies that local agencies (City of Merced) will be provided the equipment for use at no cost. The MOU clarifies the requirements of both the City and County in regards to the equipment and the acceptable use.

The Grant Assurances Agreement is required to be approved through a Resolution of the City Council of the City of Merced, California, authorizing the City Manager or Assistant City Manager to execute the California Emergency Management Agency FY2017 Grant Assurances Agreement, which is required to establish concurrence on the grant's requirements. A new agreement is required for each fiscal year.

Should a grant be awarded, the MFD will return to the City Council requesting acceptance and appropriation of grant funds.

IMPACT ON CITY RESOURCES

None.

ATTACHMENTS

1. Cal OES - Grant Assurances
2. Cal OES - Grant Assurances - Resolution 2018-15
3. MOU
4. MOU - Resolution 2018-14



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principal, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units

- (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201); ;
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no recipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this

Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also

find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirements

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2017, Version 7.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized by the Applicant to enter into this agreement for and on behalf of the said Applicant.

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AUTHORIZING THE CITY MANAGER OR
ASSISTANT CITY MANAGER TO EXECUTE
THE CALIFORNIA GOVERNOR'S OFFICE
OF EMERGENCY SERVICES FY2017 GRANT
ASSURANCES AGREEMENT**

WHEREAS, the City of Merced Fire Department may be awarded funds through the FY2017 State Homeland Security Grant Program funds sub-granted through the California Governor's Office of Emergency Services Agency (Cal OES); and

WHEREAS, the Cal OES requires adoption of a resolution authorizing execution of the FY2017 Grant Assurances Agreement to establish concurrence on the requirements of the grant.

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

SECTION 1. The City Council of the City of Merced hereby authorizes the City Manager to execute the Cal OES FY2017 Grant Assurances Agreement, which is required to establish concurrence on the requirements of the grant.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the _____ day of _____ 2018 by the following called 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 Fincher 2/14/18
City Attorney Date

OFFICE OF EMERGENCY SERVICES

**State Homeland Security Grant Programs
Funding for Equipment, Planning, Administration, Training and Exercises**

THIS AGREEMENT is entered into by and between Merced County ("County") and the _____

("SUB-RECIPIENT").

COUNTY and SUB-RECIPIENT have entered into this AGREEMENT with reference to the following circumstances:

- A. The California State Homeland Security Grant Program (SHSGP) is providing funding through federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training and exercise related costs.

NOW, THEREFORE, based on the foregoing recitals, which the parties agree to be true and correct, it is mutually agreed between both parties:

- I. This AGREEMENT applies to the State Homeland Security Grant Program, funded through the COUNTY to the SUB-RECIPIENT.
- II. Amendments or modifications to the terms of this AGREEMENT must be made in writing, and approved by all parties hereto, in order to maintain compliance with changes pursuant to federal or state laws, regulations, or policies affecting pertinent regulations or funding.
- III. The 2017 GRANT ASSURANCES for the SHSGP, promulgated by the California Office of Emergency Services, is made part of this AGREEMENT and included as ATTACHMENT A.

SUB-RECIPIENT certifies that:

- 1) SUB-RECIPIENT will comply with the 2017 GRANT ASSURANCES;
- 2) SUB-RECIPIENT's signatory to this agreement will separately sign the 2017 GRANT ASSURANCES included as ATTACHMENT A;
- 3) SUB-RECIPIENT's signatory has obtained the required written authorization from signatory's applicable governing body, as set forth in the attached 2017 GRANT ASSURANCES, that signatory is authorized to sign this AGREEMENT.

IV. TERMINATION:

- A. Without Cause: COUNTY will have the right to terminate this AGREEMENT without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the SUB-RECIPIENT the compensation earned for pre-approved work performed and not previously paid for during the period of this agreement. to the date of

termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditioned upon receipt from SUB-RECIPIENT of any and all plans, specifications and estimates, and other documents prepared by SUB-RECIPIENT in accordance with this AGREEMENT. No sanctions will be imposed.

B. With Cause: This AGREEMENT may be terminated by either party should the other party:

1. be adjudged a bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this AGREEMENT, or
5. materially breach this AGREEMENT.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the AGREEMENT may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within FIVE (5) days of written notice specifying the breach. If the breach is not remedied within that FIVE (5) day period, the non-defaulting party may terminate the AGREEMENT on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5 day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. COUNTY will pay to the SUB-RECIPIENT the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the SUB-RECIPIENT scope of work exceeds the unpaid balance of the AGREEMENT, the SUB-RECIPIENT must pay the difference to the COUNTY. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditioned upon receipt from SUB-RECIPIENT of any and all plans, specifications and estimates, and other documents prepared by SUB-RECIPIENT by the date of termination in accordance with this AGREEMENT. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

C. Effects of Termination: Expiration or termination of this AGREEMENT shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the AGREEMENT, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where SUB-RECIPIENT'S services have been terminated by the COUNTY, said termination will not affect any rights of the COUNTY to recover damages against the SUB-RECIPIENT or to require the forfeiture of equipment acquired or obtained through

grant funds as provided in section III, paragraph 44, subparagraph (c).

- D. Suspension of Performance: Independent of any right to terminate this AGREEMENT, the authorized representative of COUNTY for which SUB-RECIPIENT'S services are to be performed, may immediately suspend performance by SUB-RECIPIENT, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by SUB-RECIPIENT to comply with the provisions of this AGREEMENT, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.
- V. **TERM:** This AGREEMENT shall commence on the date of COUNTY signature and continue until terminated under the provisions of paragraph IV.
- VI. **INDEMNIFICATION:**
- A. COUNTY shall defend, indemnify and hold SUB-RECIPIENT and its respective officers, board members, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions, or willful misconduct of COUNTY, its officers, agents, or employees.
- B. SUB-RECIPIENT shall defend, indemnify and hold COUNTY, its officers, board members, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions, or willful misconduct of SUB-RECIPIENT and its officers, agents, or employees.
- VII. **INSURANCE:** SUB-RECIPIENT certifies it is insured or self-insured for general liability exposures with limits of no less than \$1 million per occurrence. SUB-RECIPIENT certifies it is insured or self-insured for workers' compensation and maintains statutory limits. SUB-RECIPIENT agrees that coverage limits specified within the agreement will not be used to reduce limits of coverage from SUB-RECIPIENT full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.
- VIII. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between SUB-RECIPIENT and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

SUB-RECIPIENT

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the SUB-RECIPIENT.

Name: _____

Address: _____

Title: _____ Date: _____

Signature: _____

Printed Name: _____

COUNTY OF MERCED

By: _____
_____, Chair

County of Merced Board of Supervisors

Date: _____

REVIEWED AS TO FORM

By: _____
County Counsel

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AUTHORIZING THE CITY MANAGER OR
ASSISTANT CITY MANAGER TO EXECUTE
THE OFFICE OF EMERGENCY SERVICES
STATE HOMELAND SECURITY GRANT
PROGRAMS – EQUIPMENT, PLANNING,
ADMINISTRATION, TRAINING AND
EXERCISES AGREEMENT**

WHEREAS, the City of Merced Fire Department may be awarded funds through the FY2017 State Homeland Security Grant Program funds sub-granted through the California Governor's Office of Emergency Services Agency (Cal OES); and

WHEREAS, Merced County requires adoption of a resolution authorizing execution of the Office of Emergency Services State Homeland Security Grant Programs – Funding for Equipment, Planning, Administration, Training and Exercises Agreement to establish concurrence on the requirements of the grant.

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

SECTION 1. The City Council of the City of Merced hereby authorizes the City Manager or Assistant City Manager to execute the Office of Emergency Services State Homeland Security Grant Programs – Funding for Equipment, Planning, Administration, Training and Exercises Agreement, which is required to establish concurrence on the requirements of the grant.

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PASSED AND ADOPTED by the City Council of the City of Merced
at a regular meeting held on the _____ day of _____ 2018 by the
following called 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 Fincher 2/11/18
City Attorney Date



ADMINISTRATIVE REPORT

Agenda Item J.5.

Meeting Date: 3/19/2018

Report Prepared by: Joe Cardoso, P.L.S., City Surveyor, Engineering Department

SUBJECT: Construction Agreement with BNSF Railway Company for CMAQ Westerly Bike Path, Project 111066

REPORT IN BRIEF

Consider approving a construction agreement with BNSF Railway Company to allow the City of Merced to construct a bike path in BNSF Railway Company's right-of-way.

RECOMMENDATION

City Council - Adopt a motion approving the Construction Agreement with BNSF Railway Company; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200 et seq.

CITY COUNCIL PRIORITIES

As provided for in the 2017-18 Adopted Budget.

DISCUSSION

The City of Merced has received funds from the Congestion Mitigation and Air Quality Improvement Program (CMAQ) to construct a Class 1 Bike Path from Buena Vista Drive, south along State Route 59 to the BNSF railroad tracks, thence easterly, north of the BNSF railroad tracks, approximately 1,300' to the existing bike path.

Part of the project is to remove and replace old worn-out sections of the existing bike paths and replace it with a new concrete bike path. During the design phase, staff identified an existing s-curve in the alignment, along an abandoned railroad spur track behind Walmart, as being difficult for

cyclists to navigate through.

The s-curve is no longer necessary to meet the safety requirements for crossing railroad tracks at a perpendicular angle. By removing a portion of existing track, we are able to straighten the bike path, therefore making a safer and more enjoyable path of travel.

Staff contacted BNSF Railway Company's Project Manager and they have no objections to the realignment of the bike path. Therefore, staff is recommending the approval of the Construction Agreement with BNSF Railway Company to move forward with the construction project.

If Council decides not to approve the Construction Agreement, the s-curve will remain and design will avoid this area within BNSF Railway Company's right-of-way.

IMPACT ON CITY RESOURCES

As stated in the agreement, in the future, if BNSF Railway constructs a new track at this location, the City would be required to remove and reinstall the path with a design that is acceptable to the Railway. The cost to reconstruct the path would be the responsibility of the City.

ATTACHMENTS

1. BNSF Agreement

GENERAL CONSTRUCTION AGREEMENT

**(FOR CONSTRUCTION PROJECTS PERFORMED BY AN AGENCY'S
CONTRACTOR ON OR ADJACENT TO BNSF'S PROPERTY)**

BNSF File No.: BF10012142

Mile Post 1057.55

Line Segment 7200

U.S. DOT Number: NA

Stockton Subdivision

This General Construction Agreement ("Agreement") is entered into effective as of _____, by and between City of Merced ("Agency "), and BNSF RAILWAY COMPANY ("Railway").

WHEREAS, Railway operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, CITY OF MERCED desires to perform certain construction services adjacent to and upon Railway's right of way and/or property, and Railway is willing to allow such services to be performed; and

WHEREAS, Railway does not have connectivity to the track structure within the existing multiuse path; and

WHEREAS, if in the future, Railway requires to construct a new track through the new path, Agency shall remove path to allow for new track construction, and reinstall with a design that is acceptable to Railway. The cost will be borne by Agency.

NOW, THEREFORE, in consideration of Railway entering this Agreement with Agency and granting Agency permission to enter upon the Premises (defined herein), Agency agrees with Railway as follows:

SECTION 1. SCOPE OF SERVICES

Agency will perform the following services, hereinafter described as "Work": Removal of existing multiuse path, removal and proper disposal of severed railroad track bed and ballast material, installation of new multiuse path per the approved plan in Exhibit A.

Performance of the Work will necessarily require agency and any sub-contractors hired by Agency to enter Railway's right of way and property ("Premises") as shown in Exhibit B. Agency agrees that no work will be commenced on the Premises until (i) this Agreement is executed by both Agency and Railway; and (ii) Agency provides the Railway with the insurance contemplated herein. Agency further agrees that if this Agreement is not executed by the City Manager of the Agency, Agency will furnish Railway with evidence certifying that the signatory is empowered to execute this Agreement.

SECTION 2. PAYMENT OF FEES

Railway will not be responsible for paying Agency for the Work performed under this Agreement.

SECTION 3. RELEASE OF LIABILITY AND INDEMNITY

Agency hereby waives, releases, indemnifies, defends and holds harmless Railway for, from and against all judgments, awards, claims, demands, and expenses (including attorney's fees), for injury or death to all persons, including Railway's and Agency's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Agency's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right of way. **THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY AGENCY INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Agency further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Agency under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Agency, in writing, of the receipt or pendency of such claims and thereupon Agency must proceed to adjust and handle to a conclusion such claims, and in the event of a brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Agency, and Agency, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement will survive any termination of this Agreement.

SECTION 4. INSURANCE

Agency shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Agency. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability

- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Agency's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

A. Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Agency agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Agency further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Agency's care, custody, or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Agency is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, self-insured retention or other financial responsibility for claims shall be covered directly by Agency in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by Agency's insurance will be covered as if Agency elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, Agency shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following addresses:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Agency or its insurer shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration.

Any insurance policy must be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

If coverage is purchased on a "claims made" basis, Agency hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this contract. Annually, Agency agrees to provide evidence of such coverage as required hereunder.

Agency represents that this *Agreement* has been thoroughly reviewed by Agency's insurance agent(s)/broker(s), who have been instructed by Agency to procure the insurance coverage required by this *Agreement*.

Not more frequently than once every five years, *Railway* may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Agency, Agency shall require that the subcontractor shall provide and maintain the insurance coverage(s) set forth herein, naming *Railway* as an additional insured, and shall require that the subcontractor shall release, defend, and indemnify *Railway* to the same extent and under the same terms and conditions as Contractor is required to release, defend, and indemnify *Railway* herein.

Failure to provide evidence as required by this section shall entitle, but not require, *Railway* to terminate this *Agreement* immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Agency's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Agency shall not be deemed to release or diminish the liability of Agency including, without limitation, liability under the indemnity provisions of this *Agreement*. Damages recoverable by *Railway* shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving *Railway* arising out of this agreement, Agency will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Agency. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, *Railway* means "Burlington Northern Santa Fe LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Contract, and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing

Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

SECTION 5. Intentionally left blank

SECTION 6. Intentionally left blank

SECTION 7. INDEPENDENT CONTRACTOR

Agency is considered an independent contractor under this Agreement and neither Agency nor any of its employees, subcontractors, agents or servants are considered employees of Railway in any respect. Agency has the exclusive right and duty to control the work of its employees. All persons employed by Agency or any of its subcontractors under this Agreement are the sole employees of Agency or its subcontractors. Agency will be given general directions and instructions regarding the Work to be performed under this Agreement; however, direct supervision of Agency's employees will be Agency's responsibility and obligation.

SECTION 8. TRAIN DELAYS

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract

service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay are currently \$382.20 per hour per incident. **THE RATE THEN IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF TRAIN DELAY PURSUANT TO THIS AGREEMENT.**

Contractor and its subcontractors must give Railway's representative (Roadmaster Casey Nolan) 4 weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Agency

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____

Manager Public Projects

Title: _____

Accepted and effective this _____ day
of _____ 20____.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

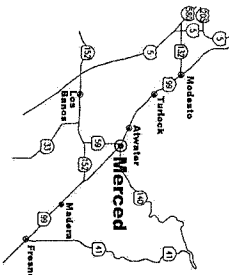
E-mail: _____

APPROVED AS TO FORM:

K. Jones 2-20-18

Exhibit A

[Insert drawing of the Project and/or Structure]



VICINITY MAP

UTILITY COMPANY CONTACTS	
PACIFIC GAS AND ELECTRIC STREET, ALBANY ALERT TELEPHONE 1807 BLISS CONQUEST (CALIF.) PACIFIC (CALIF.)	(209) 728-6338 (209) 728-7137 (549) 435-4302
UNITED NATIONSON GROUP RICH PINE (CALIF.) JASON GROUP (CALIF.) CITY OF MONROE JOHNIE BARTLEY (NORTH) RODOLFO DOMINGUEZ (SOUTH) WEE UTILITY (SOUTH)	(209) 334-2845 (209) 334-2814 (209) 384-4115 (209) 384-4715 (209) 385-6006



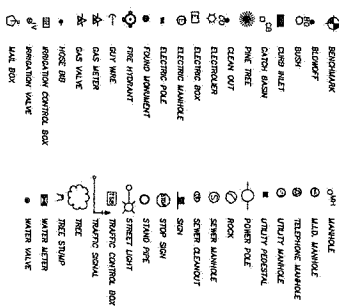
APPROVALS

CITY OF MERCED
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
675 W 18th St., Merced, CA 95340 (209) 385-6846

SHEET INDEX

SHEET NUMBER	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES, ABBREVIATIONS, TYPICAL SECTIONS, STANDARD PLANS, AND STAGING AND ACCESS PLAN
3-5	BNSF - PLAN AND PROFILE
6-9	HWY 59 - PLAN AND PROFILE
10-11	BLACK RASCAL CREEK- PLAN AND PROFILE
12	LANDSCAPE PLAN
13	DETAILS AND SECTION

TOPOGRAPHIC SYMBOLS



LEGEND

[illegible]

DETAIL NO. _____
 SHEET NO. _____
 SECTION NO. _____
 SHEET NO. _____

NO.	DATE	BY	REVISION MADE
-----	------	----	---------------

Underground Service Alert

NOTE:
ALL ENTRANCES AND EXITS



City of Merced
"Gateway to Yosemite"
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
618 W. 15th Street (209) 385-0946

COVER SHEET

**PROJECT NO. 111066 CML-5085(029)
CMAQ WESTERLY BIKE
PATH CONNECTION**

Sheet

1

FORM NO. 0214

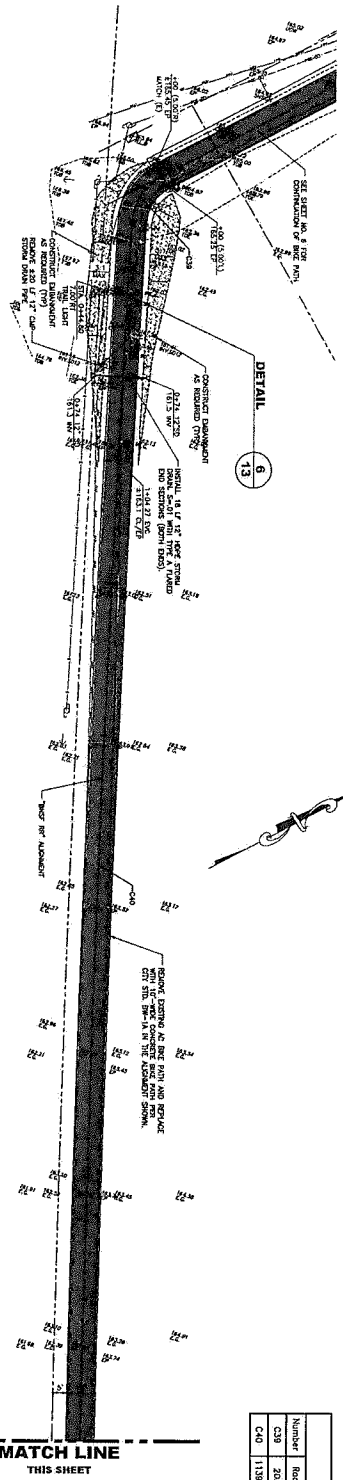
DR. BR. NO.

DATE: 5/10/17

CM. BR. 25

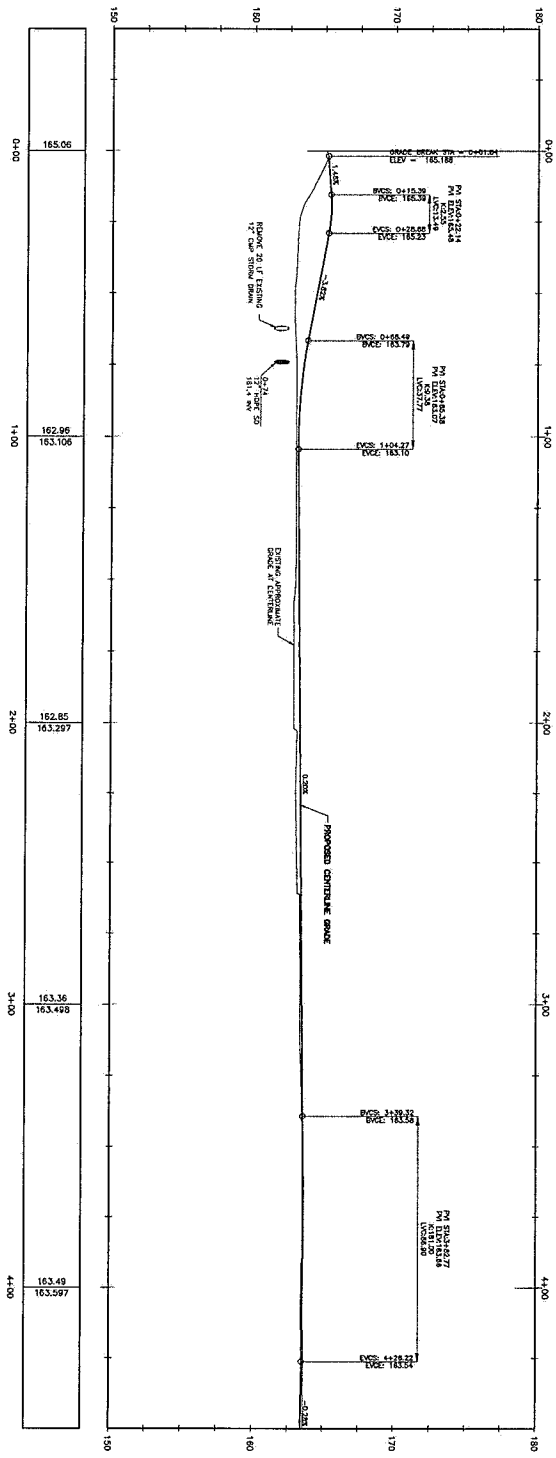
DATE: 5/10/17

SCALE: AS SHOWN



BNSF RR			
Number	Radius	Length	Unit/Chain Direction
C29	2000	263.56	SSW @ 71.14%
C40	11990.20	1028.10	SSW @ 43.94%

PLAN
SCALE: 1"=25'



PROFILE
HORIZ. 1"=40'
VERT. 1"=4'

NO.	DATE	BY	REVISION MADE

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call 800 4 AHEAD (1-800-427-2800)

NOTE: ALL REFERENCES AND NOTATION ARE TO THE CITY OF MERCED DEVELOPMENT SERVICES ENGINEERING PROJECTS AND STANDARDS. ANY DEVIATION FROM THESE STANDARDS SHALL BE APPROVED BY THE CITY ENGINEER.

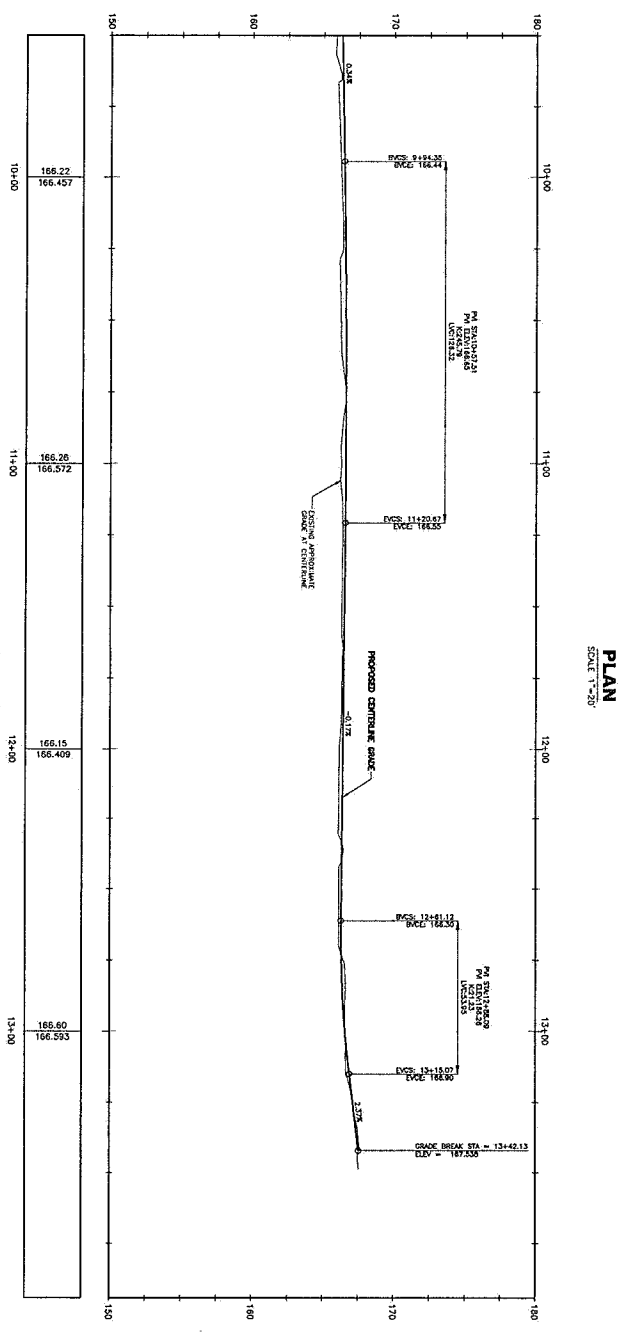
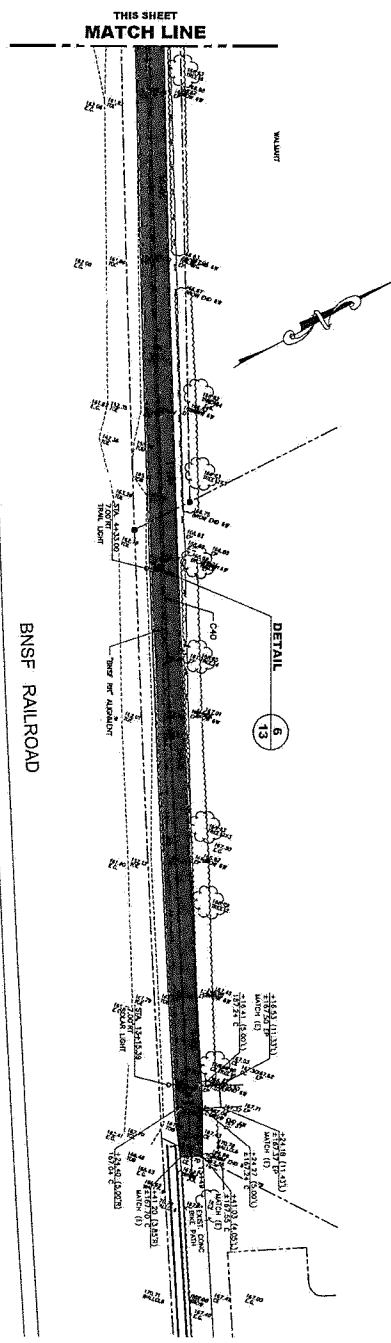
City of Merced
DEVELOPMENT SERVICES
"Serving the Community"
ENGINEERING PROJECTS AND STANDARDS
800 N. 1ST STREET, 5TH FLOOR
MERCED, CA 95368-0000

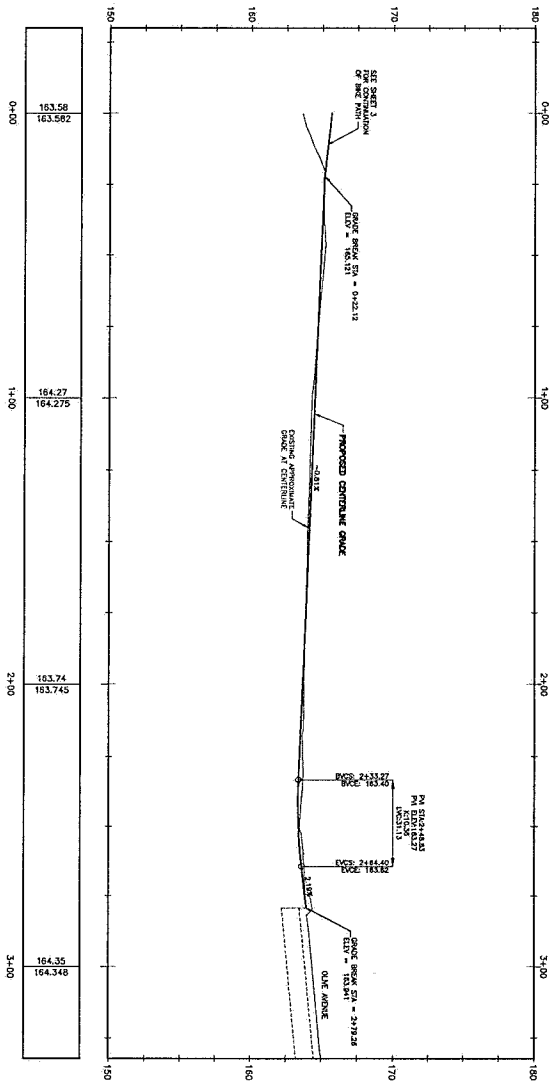
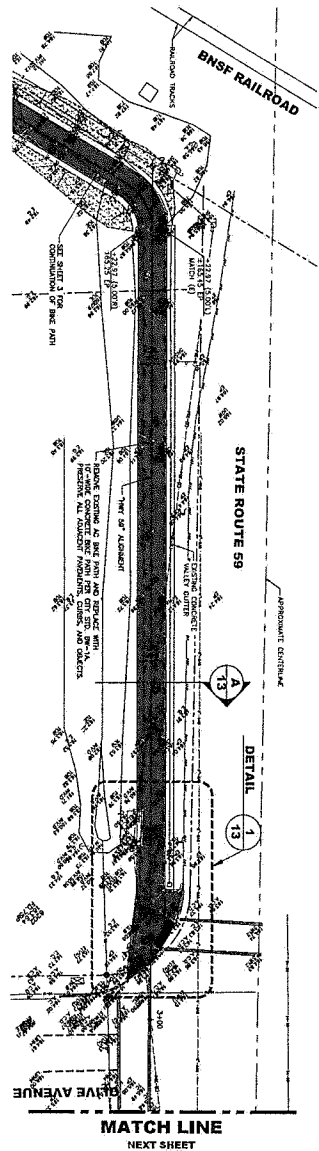
PLAN AND PROFILE

PROJECT NO. 111066 CML-5085(029)
CMAQ WESTERLY BIKE PATH CONNECTION

DESIGNED BY	DATE
CHECKED BY	DATE
SCALE	AS SHOWN

BNSF RR			
Number	Radius	Length	Line/Chord Direction
C39	20.00	20.56	S29° 03' 07.14"E
C40	11399.20	1328.10	S61° 50' 43.84"E

[illegible]



Number	Model	Length	Run/Dir. Direction
L35	344.55	24.1344E	
L36	28.00	N42 W 22.22E	
L36	18.29	S20 W 30.68E	
C41	17.00	N57 E 17.22E	
L37	18.81	S35 E 55.62W	
C42	20.00	N37 E 33.71W	
L38	10.25	N65 E 51.17W	
C43	500.00	70.42	N37 E 44.43W
L39	304.38	N15 E 18.26E	
C44	500.00	50.78	N57 E 55.11E
L40	38.18	N51 E 51.67E	
C45	75.00	N41 W 51.57E	
L41	14.12	N57 E 15.47E	
C46	30.00	N39 E 34.56E	
L42	23.60	S85 E 63.57E	
C47	33.00	S70 E 28.60E	
L43	40.31	N53 E 51.78E	
C48	100.00	28.18	N57 E 11.30E
L44	2.44	N50 S 15.44E	
C49	250.00	58.49	N36 E 41.35E
L45	26.69	N36 E 47.57E	
C50	100.00	44.44	N12 E 15.97E
L46	13.56	N17 E 28.13E	
C51	250.00	10.10	N20 E 21.37W
L47	20.75	N17 E 26.13E	
C52	350.00	80.03	N16 E 18.27W
L48	38.84	N26 E 40.38E	
C53	350.00	32.44	N22 E 54.3133W
C54	33.38	N20 E 59.2338E	
L50	110.00	81.01	N33 E 30.54E
C55	135.00	61.01	N33 E 30.54E
L51	78.83	N52 E 16.50E	
C56	500.00	88.55	N47 E 41.05E
L52	74.68	N63 E 10.721E	
C57	500.00	32.78	N63 E 53.4807E
L53	35.43	N66 E 30.58E	
C58	500.00	28.58	N67 E 58.007E
L54	83.39	N63 S 23.42E	
C59	150.00	57.82	N64 S 33.4247E
L55	35.82	N64 S 51.5252E	



0-100	163.58 163.582
1-100	164.27 164.275
2-100	163.74 163.745
3-100	164.35 164.348

City of Merced
"Gateway to Yosemite"
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 16th Street
(209) 385-6346

PLAN AND PROFILE

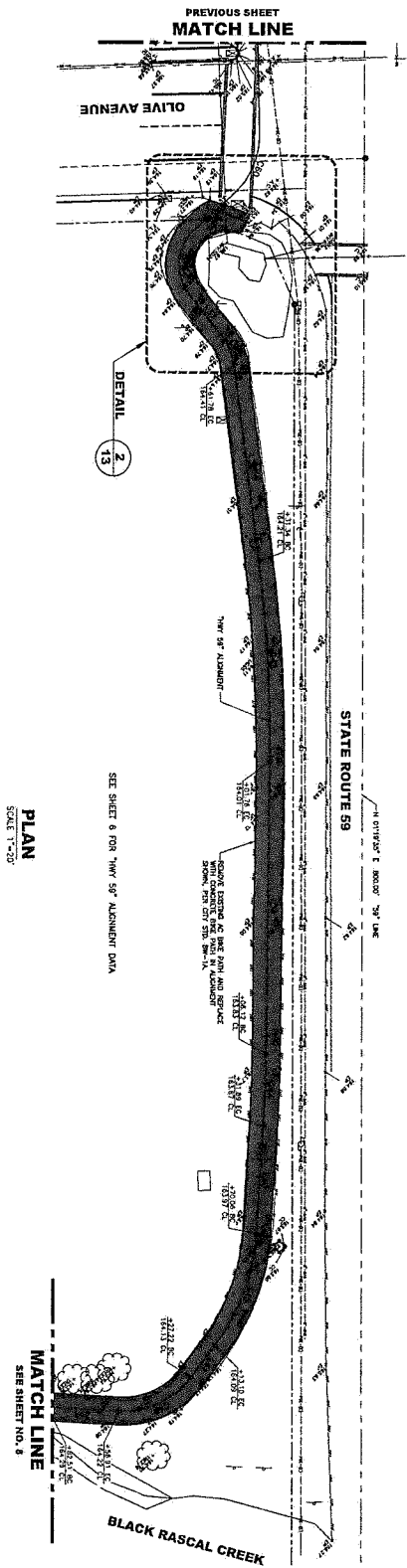
**PROJECT NO. 111066 CML-5085(029)
CMAQ WESTERLY BIKE
PATH CONNECTION**

DR. BR. KCT	THE No. 0914
DATE: 2/3/17	Sheet
CHK. BR. JS	
DATE: 2/3/17	

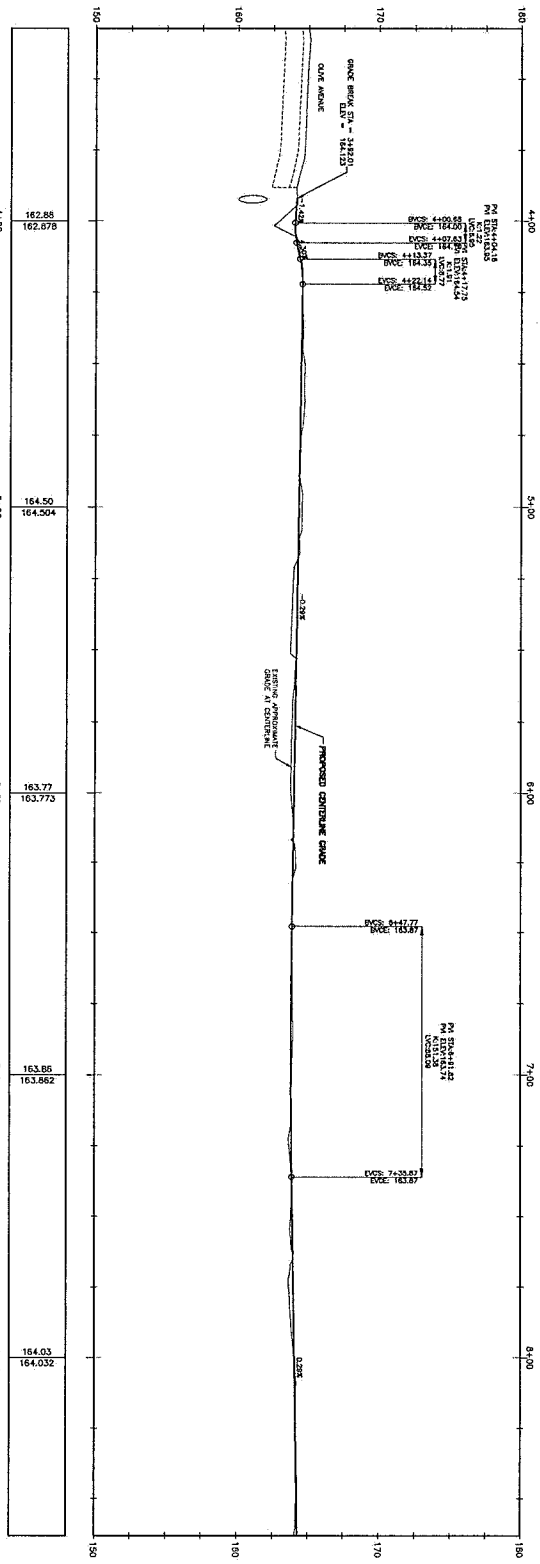
SCALE: AS SHOWN.

6

of 13



PLAN
SCALE 1"=20'

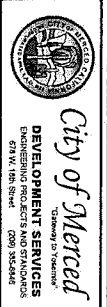


PROFILE
HORIZ. 1"=20'
VERT. 1"=4'

NO.	DATE	BY	REVISION	MARK

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call 800-4-A-DAWG (1-800-427-2869)

NOTES:
1. ALL UTILITIES AND STRUCTURES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS AND SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE CONTRACTOR BY THE CITY OF MERCED.

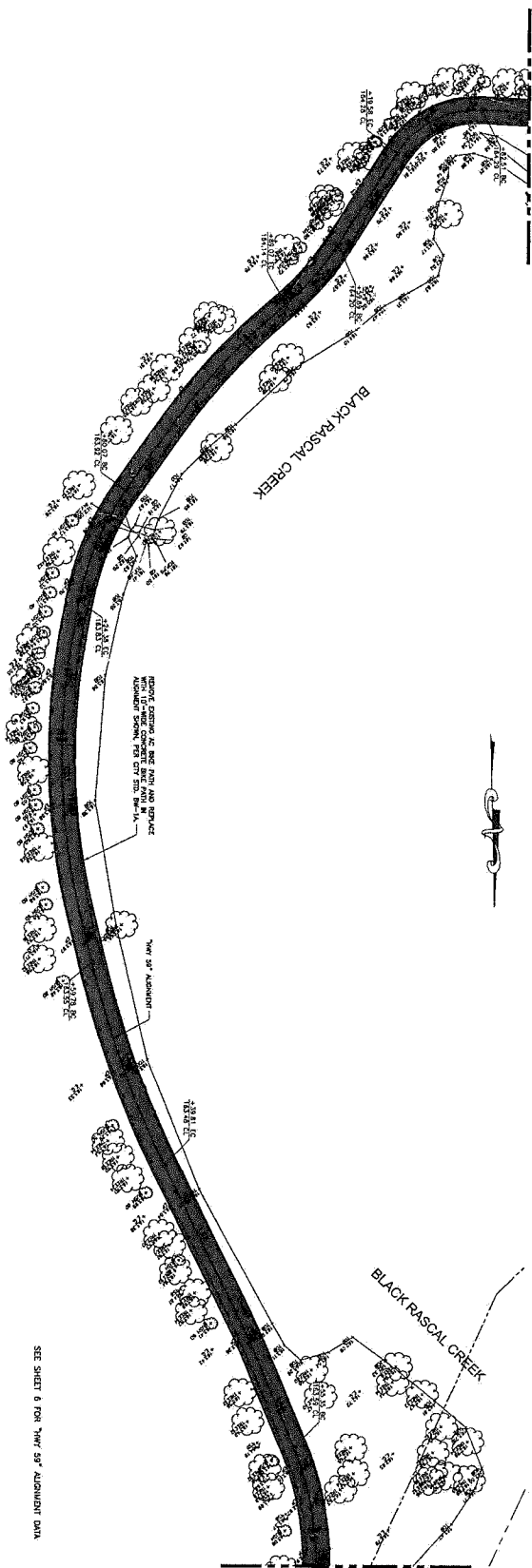


PLAN AND PROFILE

PROJECT NO. 111066 CML-5085(029)
CMAQ WESTERLY BIKE PATH CONNECTION

DESIGNED BY	DATE
CHECKED BY	DATE
SCALE	AS SHOWN

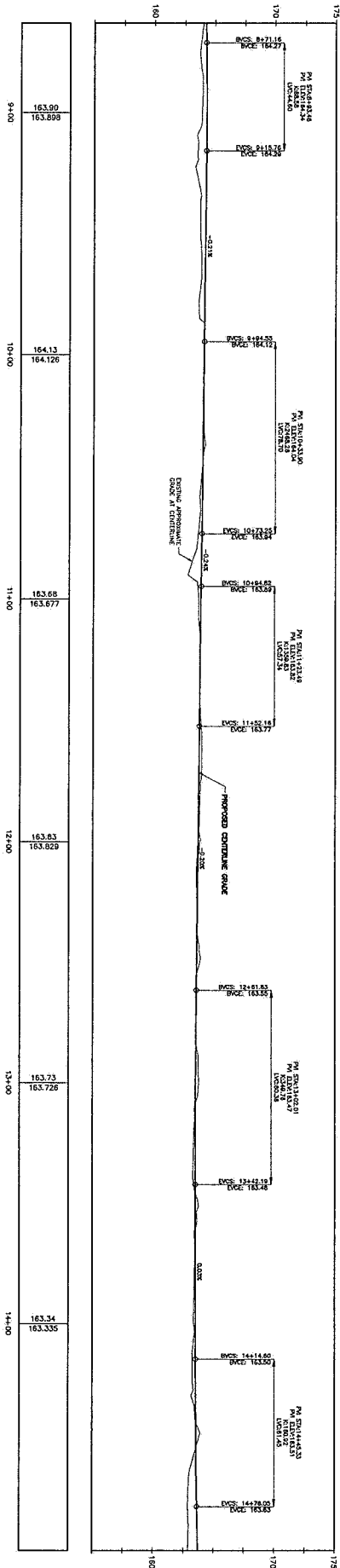
SEE SHEET NO. 7
MATCH LINE



MATCH LINE
SEE SHEET NO. 9

PLAN
SCALE 1"=20'

SEE SHEET 6 FOR "WIDE 50" ALIGNMENT DATA



PROFILE
HORIZ. 1"=20'
VERT. 1"=4'

NO.	DATE	BY	REVISION	WAC

Underground Service Alert
TWO DAYS
BEFORE
YOU DIG
Call 811 or 1 (800) 227-2600

ALL UTILITIES AND WATERS
SHOWN ON THIS PLAN
ARE BASED ON THE LATEST
AVAILABLE RECORDS AND
FIELD SURVEY. THE USER
ACKNOWLEDGES THAT THE
ACCURACY OF THE DATA
SHOWN IS NOT GUARANTEED
AND THE USER SHALL BE
RESPONSIBLE FOR THE
CORRECTNESS OF THE
DATA SHOWN.

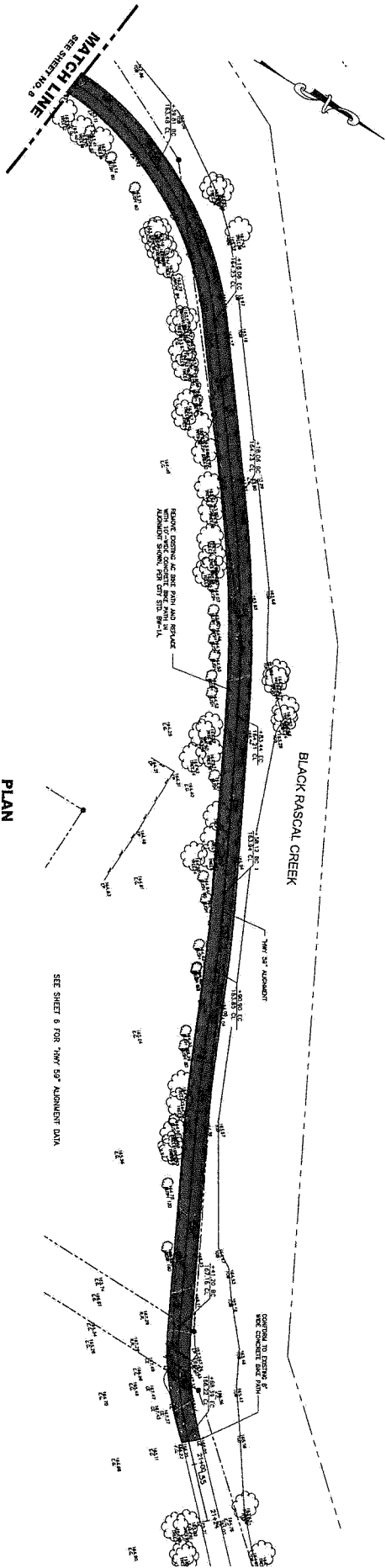
City of Merced
DEVELOPMENT SERVICES
"Serving the Community"
ENGINEERING PROJECTS AND SERVICES
970 N. 10th Street, Merced, CA 95324-4000

PLAN AND PROFILE

PROJECT NO. 111056 CML-5085(029)
CMAQ WESTERLY BIKE
PATH CONNECTION

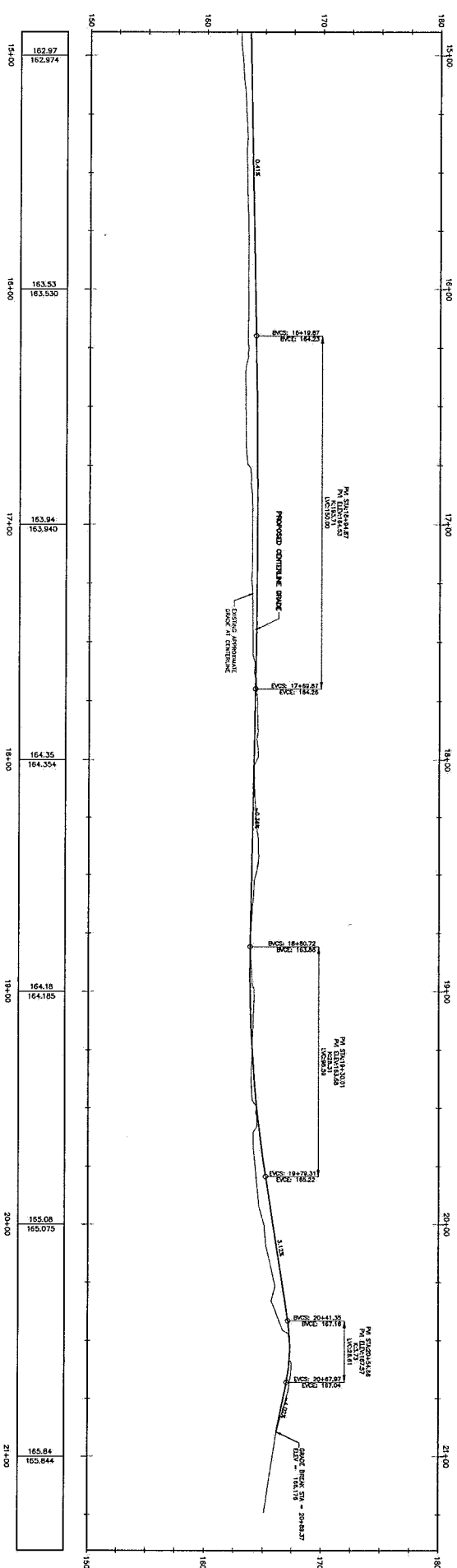
DATE: 7/2/17	SCALE: AS SHOWN
DRAWN: 7/2/17	
CHECKED: 7/2/17	
DATE: 7/2/17	

8
of 13



PLAN
SCALE 1"=20'

SEE SHEET 5 FOR 7'W 5'P ALIGNMENT DATA



PROFILE
SCALE 1"=4'

NO.	DATE	BY	REVISION	USER
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Underground Services Alert
TWO DAYS BEFORE YOU DIG
Call 811 (1-800) 327-2800

NOTES:
ALL DISTANCES AND POINTS
SHOWN ON THIS PLAN ARE
BASED ON THE 7'W 5'P
ALIGNMENT. THE 7'W 5'P
ALIGNMENT SHALL BE BROUGHT
UP TO THE CONSTRUCTION OF
THE PATH.

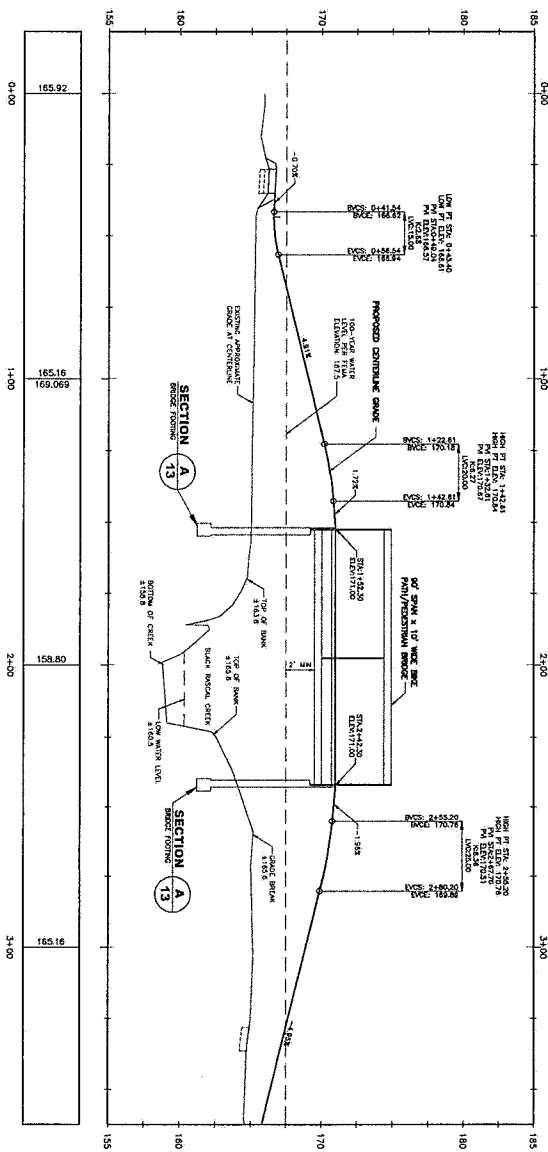
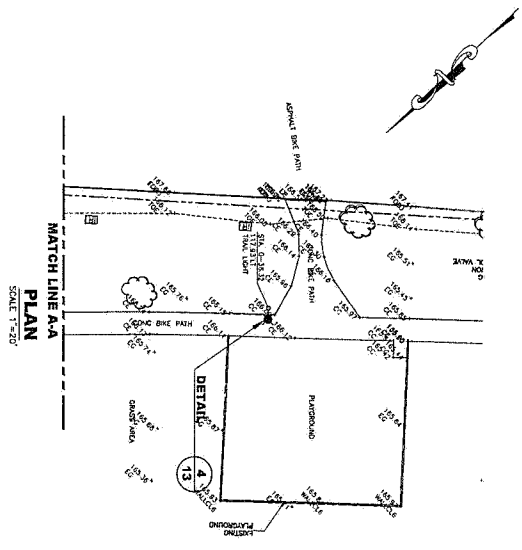
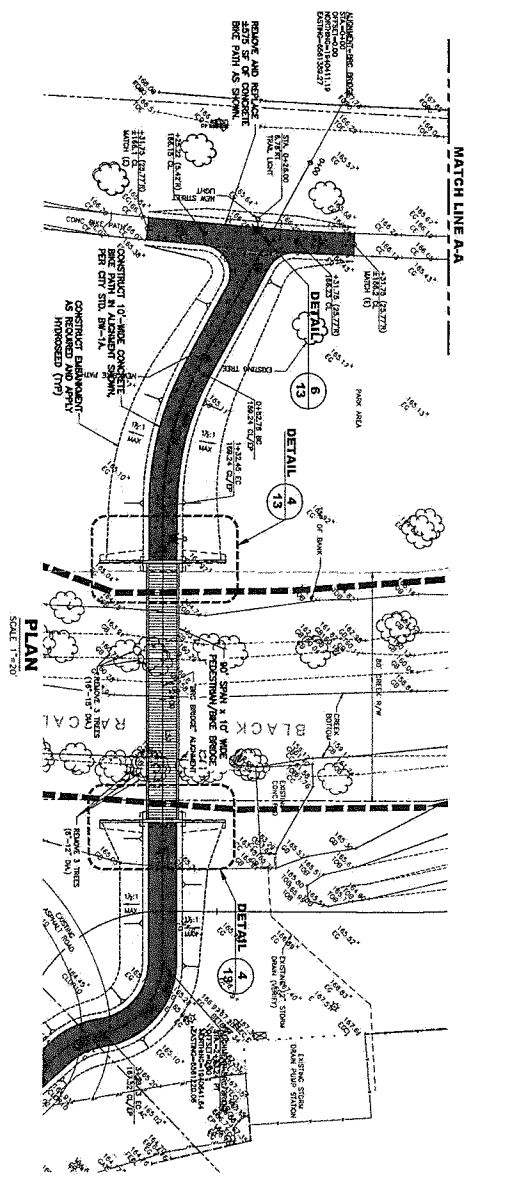


City of Merced
DEVELOPMENT SERVICES
"Serving the Community"
ENGINEERING PROJECTS AND STANDARDS
500 N. 1ST STREET, 2ND FLOOR
MERCED, CA 95358

PLAN AND PROFILE

PROJECT NO. 111066 CML-5085(029)
CMAQ WESTERLY BIKE
PATH CONNECTION

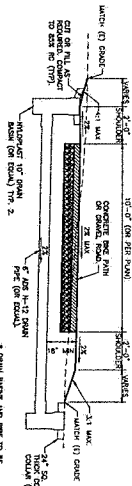
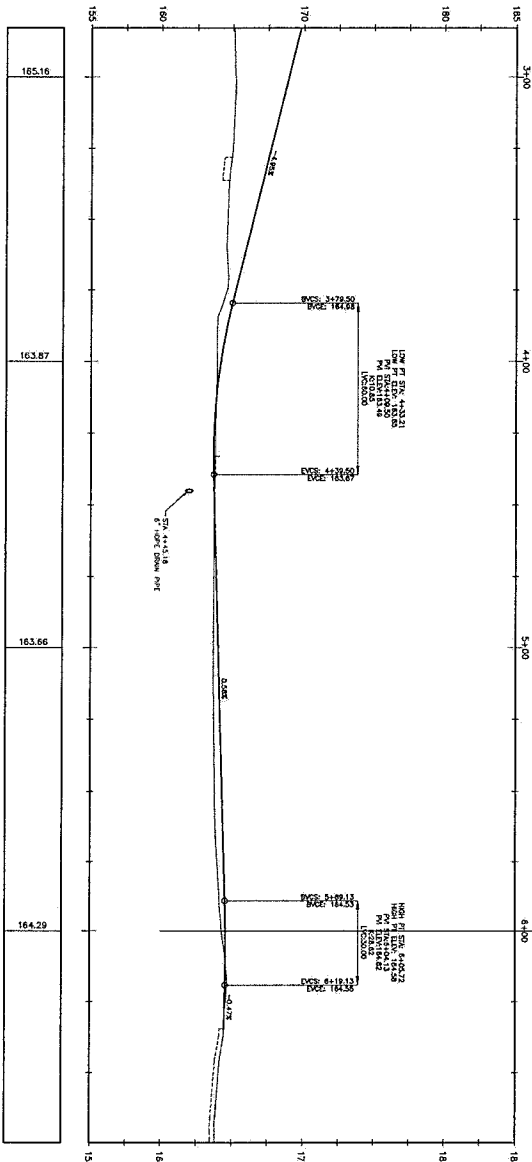
DATE: 2/2/17	BY: [Signature]
CHECKED: 2/2/17	BY: [Signature]
SCALE: AS SHOWN	
SHEET: 9	OF 13



BRC BRIDGE				
Number	Radius	Length	Ure/Chord	Direction
L56		82.78	1/6	12° 34.5'W
C51	100.00	49.68	102.2	26° 27.55'W
L57		160.78	1/6	40° 21.5'W
C52	25.00	34.89	1/6	41° 26.0'W
L58		2.07	1/33.7	17° 38.50'E
C53	25.00	13.85	1/37.25	39.85'E
L59		242.39	1/37	25° 19.5'E
C54	49.51	10.52	1/42	22° 02.55'W
C55	58.00	21.99	1/45	26° 56.90'W
L60		48.78	1/12	05° 42.80'E
C56	300.00	7.40	1/12	09° 18.30'E
L61		30.11	1/12	07° 56.00'E

[illegible]

BRC BRIDGE			
Number	Radius	Length	Up/Down Direction
L56		82.78	N16 N12 34.51S
C61	1100.00	49.88	N22 261 22.83N
C57		150.78	N16 401 21.71N
C52	25.00	34.89	N6 411 21.60W
L56		2.07	N23 17 38.05E
C53	25.00	13.65	N17 25 38.05E
L59		245.38	N1 33 41.91E
C64	44.81	10.42	N4 25 02.90W
C65	55.00	21.59	N4 25 02.90W
L60		45.78	N12 05 42.98E
C66	200.00	7.40	N17 08 19.30E
L61		30.11	N14 17 56.92E



UNDERDRAIN PIPE AND BASIN


DETAIL
SCALE 1"=3'

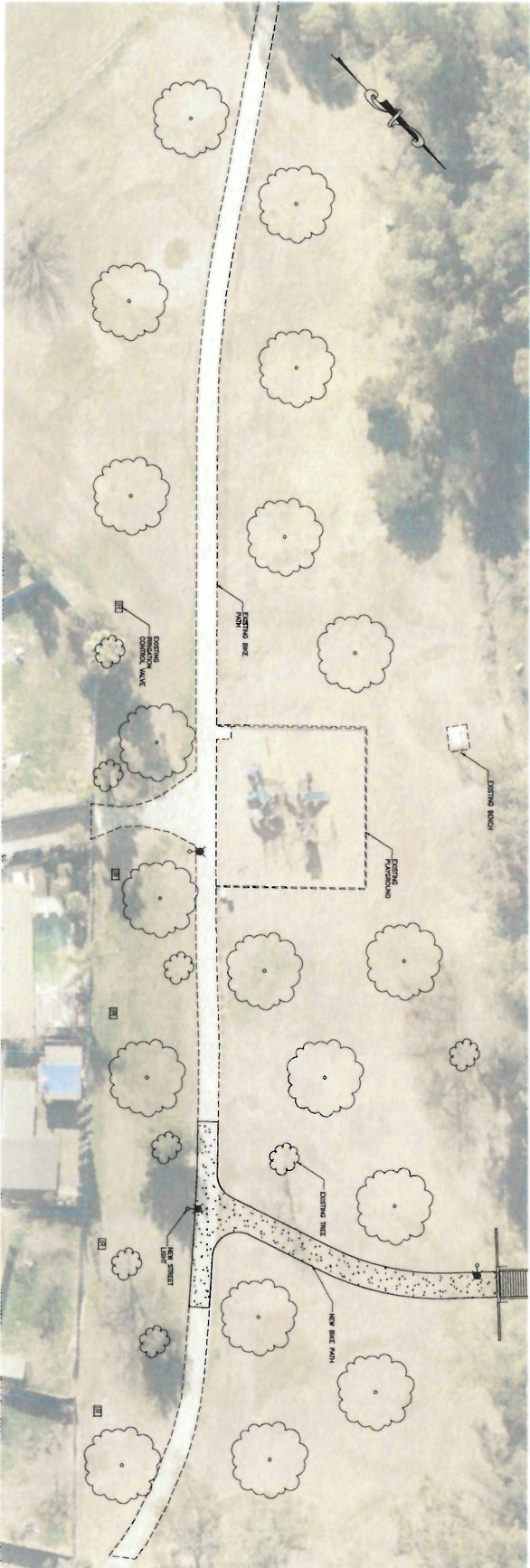
1
11

GENERAL NOTES

1. CONTRACTOR IS TO PROTECT ALL UNDERGROUND UTILITIES. ANY DAMAGES CAUSED TO EXISTING UTILITIES SHALL BE REPAIRED/REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.
2. CONTRACTOR IS TO COORDINATE TREE PLACEMENT WITH MERCED CITY PUBLIC WORKS DEPARTMENT. TREE PLACEMENT SHALL BE IN ACCORDANCE WITH THE CITY OF MERCED GEORGE SANCHEZ AT 209-385-8869 FROM PARKS AND TREES AT PUBLIC WORKS.
3. THIS PLAN IS TO COMPLY WITH CITY OF MERCED STANDARD DESIGN AND SPECIFICATION L-1, L-3 TO L-5.

PLANT LEGEND

TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
	QUERCUS LOBATA	VALLEY OAK	15 CAL.	18



NO.	DATE	BY	REVISION MADE

Underground Service Alert

TWO DAYS BEFORE YOU DIG
 Call 811 or 1-800-227-2660

NOTE:
 ALL DIMENSIONS AND SPACING SHALL BE AS SHOWN ON THIS PLAN. ANY CHANGES TO THE PLAN SHALL BE APPROVED BY THE CITY OF MERCED. ANY WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MERCED STANDARD DESIGN AND SPECIFICATION L-1, L-3 TO L-5.

City of Merced

DEVELOPMENT SERVICES
 ENGINEERING PROJECTS AND STANDARDS
 619 W. 18th Street
 (209) 385-0446

LANDSCAPE PLAN

PROJECT NO. 111066 CML-5085(029)
CMAQ WESTERLY BIKE PATH CONNECTION

DATE: 11/17/17	BY: PAF
DATE:	BY:
DATE:	BY:

Scale: 1" = 20'
 Sheet 12 of 13

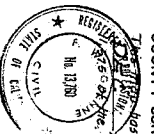
Exhibit B

Exhibit B

Job No. 2094



Clyde V. Jones
Clyde V. Jones
No. 6888



J. L. Mollary
J. L. Mollary
No. 11200

COUNTY SURVEYOR'S CERTIFICATE:

I, *J. L. Mollary*, County Surveyor, have examined this 29 day of December, 1972, for conformance with Section 1172 of the Subdivision Map Act.

RECORDERS CERTIFICATE: NO. 25652

This map has been filed for record in Book 20 of the Public Maps at Page 6 of the request of M. A. Crocker.

Fee: \$5.00

J. L. Mollary
County Recorder

BOOK 20, PAGE 21

PARCEL MAP
FOR
SANTA FE LAND IMPROVEMENT CO.
BEING A DIVISION OF LOTS 101 & 102 OF "MAP
OF THE CROCKER COLONY", VOL. 5, PAGE 6
SECTIONS 13 & 24, T7S, R13E, M.D.B.M.
MERCED COUNTY,
CALIFORNIA
DECEMBER, 1972
SCALE: 1" = 100 FT.

Property Division Application No. 1922

SURVEYOR'S CERTIFICATE:
This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act of the request of M. A. Crocker, in December, 1972. I hereby certify that it conforms to the approved tentative map and the conditions of approval thereof, that all provisions of applicable state law and local ordinances have been complied with.

AREA OF AGREEMENT TO BE WITHIN B.N.S.F. RIGHT OF WAY AND ALONG THE CITY OF MERCED BIKE PATH

BEAR CREEK COLONY
VOL. 2, P. 36

- LEGEND:**
- Monument found or described herein
 - Set 1" iron pipe with tag R.C.E. 6888 (Map)
 - Record dote
 - Boundary of original parcel

BASIS OF BEARINGS

The basis of bearings for this survey is the center line of West Olive Avenue as shown on Parcel Map No. 1, of Collins Co., Inc., Book 5, Page 42.

Found 1 1/2" iron pipe, tagged County Surveyor's, in lamphouse S.W. corner Lot 98 per R.M. No. 5, P. 42

Found 1 1/2" iron pipe, tagged County Surveyor as described on R.S. Vol. 5, P. 13, 103 west of lot corner

Found 1 1/2" iron pipe with tag R.C.E. 6888 per R.S. Vol. 10, P. 37

Found R.R. right of way line west of lot corner

Found 1 1/2" iron pipe with tag R.C.E. 6888 on R.S. Vol. 10, P. 37

Found 1 1/2" iron pipe with tag R.C.E. 6888 on R.S. Vol. 10, P. 37

Found 1 1/2" iron pipe with tag R.C.E. 6888 on R.S. Vol. 10, P. 37

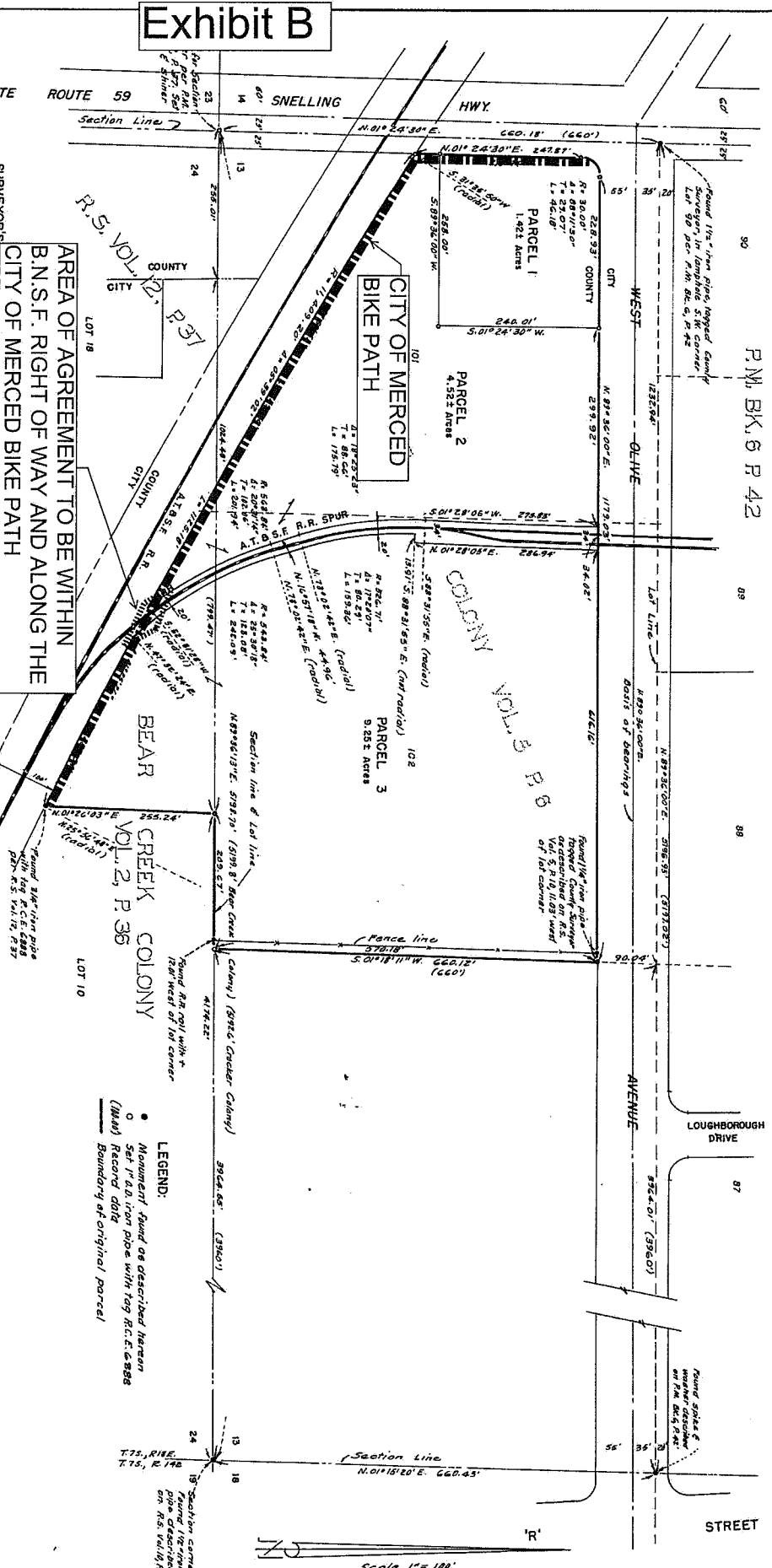


EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of City of Merced Bike Path.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Taylor Smith
Manager Public Projects
2454 Occidental Ave S, Suite 2D
Seattle, WA 98134

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify **(Agency)** at _____ and Railway's Manager Public Projects, telephone number (206) 625-6396 _____ at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF _____.
- **1.01.07** INTENTIONALLY LEFT BLANK
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** INTENTIONALLY LEFT BLANK
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:

- 15'-0" Horizontally from centerline of nearest track
- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained: 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eVerifile.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster** (telephone _____) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
 - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway will be borne by **(Agency)**. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or

double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

- **1.05.03d** The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be

reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative** (_____). All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately:
(a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery;
(b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained

by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

☐ Passenger on train (C)

☐ Non-employee (N)

(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)

☐ Contractor/safety sensitive (F)

☐ Contractor/non-safety sensitive (G)

☐ Volunteer/safety sensitive (H)

☐ Volunteer/other non-safety sensitive (I)

☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates

☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates

☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM
DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: _____ 2. Date: _____ Time: _____
County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

Mile Post / Line Segment: _____

5. Driver's License No (and state) or other ID: _____ SSN (required): _____

6. Name (last, first, mi): _____

7. Address: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

Phone Number: _____ Employer: _____

9. Injury: _____ 10. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

11. Description of Accident (To include location, action, result, etc.):

12. Treatment:
☐ First Aid Only
☐ Required Medical Treatment
☐ Other Medical Treatment

13. Dr. Name: _____ Date: _____

14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS
AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**



ADMINISTRATIVE REPORT

Agenda Item J.6.

Meeting Date: 3/19/2018

Report Prepared by: Kimberly D. Nutt

SUBJECT: City-Owned Real Property Exclusive Use Request #18-01 (Greater Merced Chamber of Commerce, for Use of Bob Hart Square, to include the serving of alcohol)

REPORT IN BRIEF

The Greater Merced Chamber of Commerce requests the use of Bob Hart Square for their “Burgers and Brews” fundraiser event, to include the serving of alcohol, on Saturday, May 19, 2018, from 3:00 p.m. to 10:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the exclusive use of Bob Hart Square Park on Saturday, May 19, 2018, from 3:00 p.m. to 10:00 p.m. for a “Burgers and Brews” gourmet burger and local microbrewery beer sampling event (serving of alcohol); subject to the conditions outlined in the administrative report.

ALTERNATIVES

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

AUTHORITY

Merced Municipal Code, Section 9.12.020 - Serving or drinking liquors on street:

“It is unlawful, and a misdemeanor, subject to punishment in accordance with Chapter 1.12 of the code, for any person to serve, drink, consume, or have in his/her possession an open container containing any spirituous, vinous, malt, or any other intoxicating liquors in or upon any of the streets, sidewalks, alley, parks, parking lots, or any public place in the City, unless otherwise permitted by the Merced Municipal Code or authorized by the city council.”

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

Background

The Greater Merced Chamber of Commerce is presenting a fundraising event, "Burgers and Brews," on Saturday, May 19, 2018, and is requesting the use of Bob Hart Square from 3:00 p.m. to 10:00 p.m. The event is planned to begin at 5:00 p.m. and will end by 8:00 p.m.

The fundraiser will be a competition between talented home cooks and local restaurateurs and their chefs who have been determined as the areas best, in part by their success in other cooking competitions and by citizen polls published in local newspapers and other media. These cooks and chefs will receive automatic invitations to compete.

As the Chamber's website advertises: "Everyone loves a great hamburger. The perfect ratio of burger to bun, the selection of choice ingredients and the overall personality of the burger maestro are all major factors in determining whether any hamburger is worthy of the label 'great'." To accompany the burger cuisine, the event will also feature multiple Valley-wide microbreweries "pouring their best suds to wash down those great burgers." Attendees to the event will have the opportunity to vote on their favorite burger and microbrewery samplings.

As of the writing of this report, the restaurants and microbreweries scheduled to compete are: Five Ten Bistro, Destino's Restaurant, H & W Family Drive-In, Five Guys Burgers, Two Angry Guys, Toni's Courtyard Café, Sizzler, In-N-Out Burger, Dust Bowl Brewery, Bulldog Brewery, Bob Cat Brewery, St. Stan's Brewery, and Sequoia Brewery. Live music will be provided by local musical artist Cottonwood Creek.

Event Details

All alcohol served will be contained within the existing fenced areas of Bob Hart Square, and all entrances into and out of the park will be staffed by security guards to ensure that all alcohol consumption remains contained to the park area (Attachment 2 and 3). Identification will be checked for each attendee to ensure appropriate age requirements.

Regarding park access, the event site plan indicates that vendor cook stations will be placed across the westernmost and the eastern entrances to the park, leaving only the diagonal pathway running between the Rossi Fountain and the clock at W. Main Street open as the sole entrance/exit point (Attachment 3). At the park's fence opening there, the registration table (under tent) will be placed and staffed by the applicant, along with security guards, to receive attendees, check identification, and ensure containment of alcohol.

A minimum of four security guards will be provided by the applicant initially, unless it is determined by the Chief of Police that more security is required for the event. The applicant anticipates an attendance of approximately 500 people.

Weather-dependending, food and microbrewery vendors may choose to use shade canopies at their stations to protect their staff from the elements. Canopies without drop-down sides up to 700 square feet in size may be used without the need for Fire Department approval. For all tent sizes, supports shall be anchored or weighted down to prevent wind-related issues.

Five Ten Bistro will be collecting all refuse generated by vendors and guests and will be disposing of it in their existing refuse service container; therefore, no additional refuse receptacles will be needed

for the event. However, the event will need the City's electrical supply in the park for power.

Conditions of Approval:

1. Event Sponsor shall indemnify, protect, defend, (with counsel selected by the City) save and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
2. Prior to engaging in the event, Event Sponsor shall complete and file with the City a special events, general liability and automobile policy of at least \$500,000 combined limit for bodily injury and property damage which covers the entire event. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this special events, general liability and automobile coverage, naming the City and its officers, agents, and employees as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City.
3. Event staff and attendees shall be encouraged to use the large parking lots along W. 16th Street between M and K Streets for the evening, in order to avoid adverse impact to businesses and other downtown patrons.
4. Event Sponsor shall remove all structures, debris, and any other event-generated items from the park and surrounding gutters and sidewalks prior to 10:00 p.m. on the night of the event.
5. Event Sponsor shall comply with all applicable statutes, ordinances, rules, regulations, etc., including all regulations of the City of Merced Fire Department, including obtaining permit(s) for any large tents or canopies used for the event.
6. All provisions of the Fire Code shall apply. This includes, but is not limited to, posting no-smoking signs in any tented areas as required, no parking within 20 feet of any tent, all requirements for any cooking in a tent, and including any temporary and portable electrical power supplies that may be used.
7. Event Sponsor shall provide adequate supervision and security throughout the area to ensure the safety of the participants and the public, as required by the Merced Police Department. Security guards shall typically be provided at one officer per 50 attendees. To start, four security guards

shall initially be provided. If the Police Chief or their designee determines four guards is insufficient to the actual number of attendees, more guards shall immediately be provided.

8. Event Sponsor and its caterers, restaurateurs, and cooks shall comply with all requirements of the Merced County Health Department with regards to the serving of food and drink.

9. Event Sponsor shall ensure that any independent vendors and services, such as DJ's, portable toilet rental companies, photo booth vendors, bartenders, and caterers, obtain or hold current business licenses with the City of Merced.

10. Event Sponsor shall be responsible for making timely arrangements with the City's Public Works staff to turn on and off the electrical power supply in the park before and after the event.

11. Any temporary modifications of the City's electrical system in the park shall be approved by City staff. Only a State-licensed electrician shall be permitted to make any such modifications. All modifications shall be completely removed and reverted back to the original system after the event.

12. The Event Sponsor shall provide access to disabled-accessible restrooms, as required by the California Building Code.

13. Alcoholic beverages may be served during this event, subject to the strict rules, regulations, and restrictions of the California Alcohol Beverage Control (ABC). A temporary one-day event alcohol license (Type 77 or suitable) shall be obtained by the applicant and a copy provided to Planning staff prior to the start of the event.

14. Noise from music or other activities shall be kept to a minimum, so as not to disturb the nearby residential loft units. Music shall not be played later than 10:00 p.m. at the expiration of the permit to use the park, or by the termination of the event itself.

15. As the applicant has indicated that the 510 Bistro Restaurant's regular alley service refuse bins will be utilized for any solid waste generated by the event, thus eliminating the need for additional containers, it shall be the applicant's responsibility to ensure that the restaurant properly disposes of said waste, including ensuring receptacles are not over-filled.

16. If it is later determined that utilizing Five Ten Bistro Restaurant's refuse service dumpster will not be sufficient, Event Sponsor shall be responsible for making arrangements with the City's Public Works Refuse Department's staff to deliver and remove special event curbside refuse containers for use during the event and for any necessary cleanup afterwards.

IMPACT ON CITY RESOURCES

No appropriation of funds is necessary.

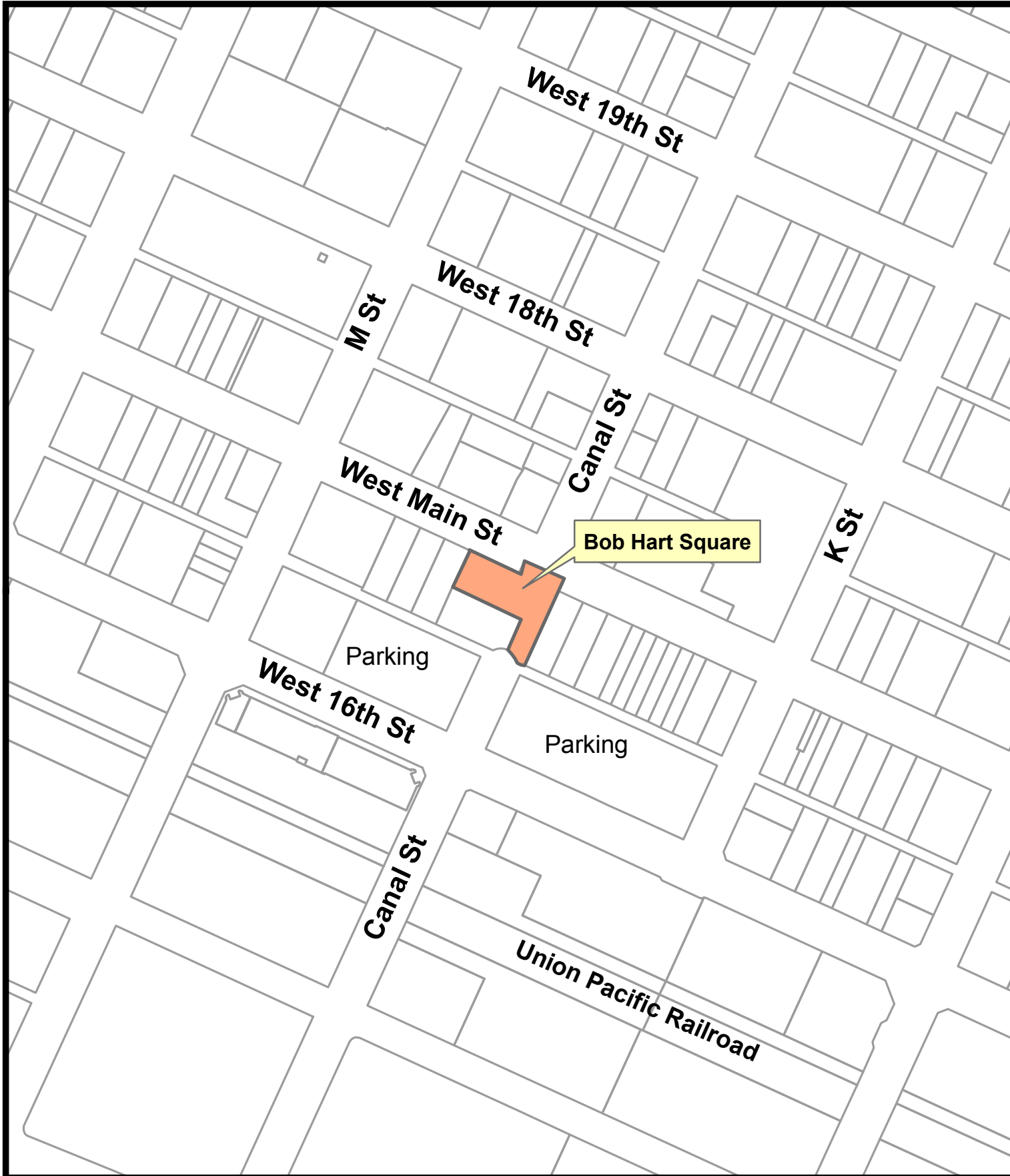
A small impact to Public Works' Facilities staff is expected, such as staff time in arranging for and turning on electricity in the park to make it available to the event's power needs, along with a general park cleanup the day before.

The event organizers will be required to leave the park cleaned of any trash and debris it generates. Five Ten Bistro Restaurant will place any such trash and debris in their existing City-service container, so additional refuse bins for the event are not necessary (Conditions #15 and #16).

There is no expected impact to City Police resources, as the applicants will be providing their own security. No other City resource impacts are expected.

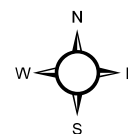
ATTACHMENTS

1. Location Map
2. Event Site Plan
3. Photographs - Bob Hart Square entrance points
4. Event logo



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:
City-Owned Real Property Use Permit #18-01
Greater Merced Chamber of Commerce
"Burgers and Brews" fundraising event
Saturday, May 19, 2018 (use time: 3pm-10pm)

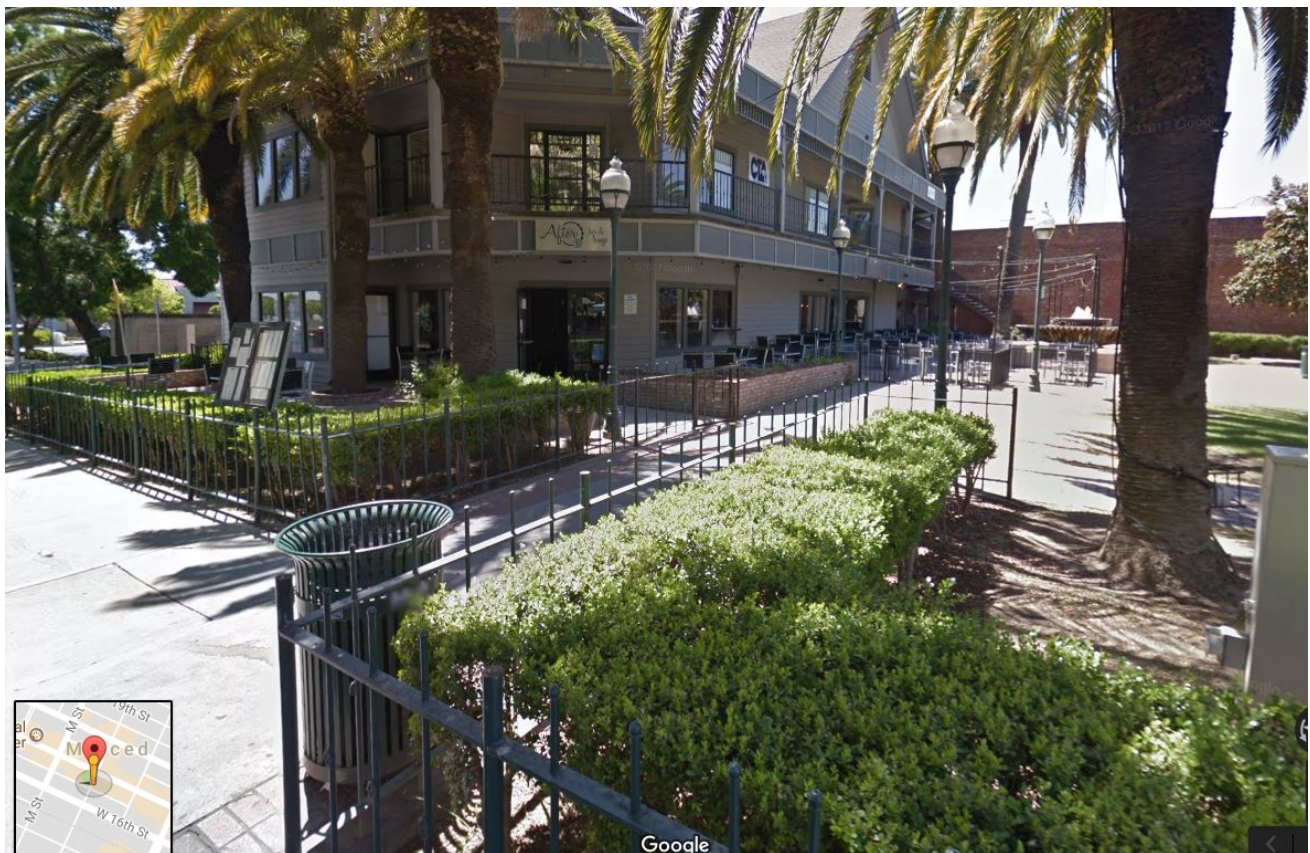




ATTACHMENT 2



This will be only entrance to the event. Registration table with Chamber staff and security guards.



Easternmost park entrance will be blocked by a food vendor station.

ATTACHMENT 3



Westernmost entrance will also be blocked by a food vendor station.



This sidegate of Five Ten Bistro Restaurant shall be staffed by a security guard.



Existing gate surrounding park, plus hedge, ensures less chance of alcohol transference to area outside the park.





CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item J.7.

Meeting Date: 3/19/2018

SUBJECT: Second Reading of Ordinance Regarding Amendments to the City's Commercial Shopping Center (C-SC) Zone

REPORT IN BRIEF

Second reading of previously introduced ordinance.

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance No. 2486**, an Ordinance of the City Council of the City of Merced, California, amending Table 20.10-1 ("Commercial Zoning Districts") of the Merced Municipal Code.

ALTERNATIVES

1. Deny the Request; or
2. Refer back to staff for reconsideration of specific items; or,
3. Continue to a future City Council meeting (date and time to be specified in the City Council's motion).

AUTHORITY

City of Merced Charter, Section 200.

CITY COUNCIL PRIORITIES

The City Council has expressed for many years the need for a grocery store in South Merced and it has been a high priority project for City staff.

ATTACHMENTS

1. Ordinance No. 2486

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED,
CALIFORNIA, AMENDING TABLE 20.10-1 ("COMMERCIAL ZONING
DISTRICTS") OF THE MERCED MUNICIPAL CODE**

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

**SECTION 1. Amendment of Merced Municipal Code Land Use Table 20.10 – Permitted Land
Uses in the Commercial Zoning Districts**

The Commercial Shopping Center (C-SC) Zone shall be modified to allow the following uses with a Site Plan Review Permit: Community Gardens, Colleges & Trade Schools, Commercial Recreation Indoor, Commercial Recreation Outdoor, and Drive-Through/Drive-Up Sales. In addition, the following uses would be changed from requiring a Conditional Use Permit to requiring a Site Plan Review Permit: Gas and Service Stations/Car Washes, Offices/Professional Uses, and Restaurants. All of these uses, except for a Community Garden, would be allowed only as a part of a development that requires a grocery store of over 20,000 square feet as the main anchor to a shopping center. A Community Garden would be allowed as a temporary use until a shopping center is developed. Said modifications are shown below under Table 20.10-1- Commercial Zoning Districts:

Land Use Regulations for Commercial Zoning Districts

A. Permitted Uses. Table 20.10-1 identifies land uses permitted in commercial zoning districts.

Key		Zoning District ^[1]						
P Permitted Use	C-O	C-N	C-C	C-SC	C-T	C-G	B-P	Additional Regulations
M Minor Use Permit Required								
SP Site Plan Review Permit Required								
C Conditional Use Permit Required								
X Use Not Allowed								
RESIDENTIAL USES								
Group/Transitional/Supportive Housing	X	X	P [3]	X	X	X	X	
Live/Work Units	C	C	P [2]	X	X	X	X	Sec. 20.44.080
Multiple-Family Dwellings	C	C	P	X	X	X	X	
Residential Care Facilities, Small (6 or Less)	X	X	P [3]	X	X	X	X	
Residential Care Facilities, Large (More than 6 residents)	X	X	P [3]	X	X	X	X	
Single-Room Occupancy	X	X	P [3]	X	X	X	X	Sec. 20.44.120
COMMUNITY USES								
Community Assembly	C	C	C	X	C	C	C	

Key	Zoning District ^[1]							
P Permitted Use	C-O	C-N	C-C	C-SC	C-T	C-G	B-P	Additional Regulations
M Minor Use Permit Required								
SP Site Plan Review Permit Required								
C Conditional Use Permit Required								
X Use Not Allowed								
Community Garden	SP	SP	SP	SP [19]	X	SP	X	Sec. 20.44.050
Colleges and Trade Schools	C	C	C	SP [9]	X	C	C	
Convalescent or Nursing Homes	C	C	C	X	X	X	X	
Cultural Institutions	C	C	C	X	C	C	C	
Day Care Centers (Children & Adults)	M	M	M	X	X	X	SP	
Emergency Shelters	X	X	C	X	C	P	X	Sec.20.44.150
Government Offices	P	P	P	X	C	C	C	
Hospitals and Surgery Centers	C	C	C	X	X	X	C	
Instructional Services	P	P	P	X	X	X	SP	
Medical Offices and Clinics	P	P	P	X	X	X	C	
Parks and Recreational Facilities	C	C	C	X	X	X	C	
Public Safety Facilities	SP	SP	P	C	SP	SP	SP	
Rehabilitation Centers	P	P [6]	P[10]	X	X	C	C	
Social Assistance Services	C	C	C	X	SP	P	X	
COMMERCIAL USES								
Alcoholic Beverage Sales [7]	X	P [7][8]	P [7]	C [7][8]	P [7]	P [7]	SP [7]	Sec.20.44.010
Bail Bond Businesses	C	X	C [10]	X	C	C	C	
Bars and Nightclubs	X	C	C	X	C	C	C	
Banks, Retail	P	P	P	P [9]	SP	SP	SP	
Bed and Breakfast	X	X	C	X	C	C	X	Sec.20.44.030
Building Supplies/Home Improvement	X	X	C	X	SP	P	SP	
Business Support Services	X	C	M	X	P	P	SP	
Cardrooms [5]	X	X	C [5]	X	C [5]	C [5]	X	Chapter 9.08
Cemeteries and Mausoleums	X	X	C	X	C	P	X	
Check Cashing/Payday Loan Establishments	C	X	C [10]	X	C	C	C	Sec.20.44.040
Commercial Cannabis Businesses	Refer to Table 20.44-1 in Section 20.44.170							
Commercial Recreation, Indoor (Except Below)	X	SP	SP	SP [9]	P	SP	C	
Multi-Screen (6 or More) Movie Theaters	X	C	P	X	C	X	C	
Commercial Recreation, Outdoor	X	X	X	SP [9]	P	C	C	

Key	Zoning District ^[1]							Additional Regulations
P Permitted Use	C-O	C-N	C-C	C-SC	C-T	C-G	B-P	
M Minor Use Permit Required								
SP Site Plan Review Permit Required								
C Conditional Use Permit Required								
X Use Not Allowed	C-O	C-N	C-C	C-SC	C-T	C-G	B-P	
Drive-Through and Drive-Up Sales	C	C	SP	SP [9]	P	P	SP	
Equipment Sales and Rental	X	X	X	X	P	P	SP	
Farmer’s Market	C	SP	SP	SP	SP	SP	SP	Sec.20.50.030B
Flea Market	X	X	X	X	C	C	C	
Funeral Parlors and Mortuaries	C	C	C	X	C	P	C	
Gas and Service Stations/Car Washes	X	C	SP	SP [9]	P	P	SP	Sec.20.44.070
Hotels and Motels	X	X	P	X	P	C	C	
Hookah Lounges	X	C	C	X	C	C	C	
Kennels	X	X	X	X	C	P	C	
Maintenance and Repair Services	X	X	X	X	P	P	SP	
Massage Establishments	C [16]	C [16]	C [16]	X	C [16]	C [16]	X	Chapter 5.44
Massage Therapy—Sole Practitioner	P[17]	P[17]	P[17]	X	C [16]	C [16]	X	Chapter 5.44
Mobile Food Vendors	C	C	C [10]	X	SP [11]	SP	C	Sec. 5.54 & 20.44.020
Mobile Home Sales	X	X	X	X	P	P	SP	
Office, Professional	P	P	P	SP [9]	SP	SP	SP	
COMMERCIAL USES (Continued)								
Pawn Shops	X	X	C [10]	X	X	P	X	
Personal Services	SP	P	P	P [9]	SP	SP	SP [12]	
Retail, General	SP[12]	P	P	SP [9]	P	SP	SP	
Restaurants	C [13]	P [8]	P	SP [9]	P	M	SP [12] [13]	
Tattoo Parlors	X	SP	M	X	M	M	SP	
Tobacco Retailers [18]	X	P [18]	P [18]	P [18]	P [18]	P [18]	SP[18]	Sec.20.44.160
Vehicle Parts and Accessories Sales	X	P	P	X	P	P	SP	
Vehicle Rentals	X	X	M	X	P	P	SP	
Vehicle Repair and Maintenance, Major	X	X	X	X	C	P	C	
Vehicle Repair and Maintenance, Minor	X	SP	P	X	P	P	C	
Vehicle Sales	X	X	P [10] [14]	X	P	P	C	
INDUSTRIAL USES								

Key	Zoning District ^[1]							Additional Regulations
P Permitted Use	C-O	C-N	C-C	C-SC	C-T	C-G	B-P	
M Minor Use Permit Required								
SP Site Plan Review Permit Required								
C Conditional Use Permit Required								
X Use Not Allowed								
Manufacturing and Processing, General	X	X	X	X	X	M	C	
Manufacturing and Processing, Light	X	X	X	X	X	P	SP	
Research and Development	C	X	C	X	SP	SP	P	
Warehousing, Wholesaling, and Distribution	X	X	SP[15]	X	P	P	SP	
Wrecking & Salvage Establishments	X	X	X	X	C	C	X	Sec.20.44.140
TRANSPORTATION, COMMUNICATION, AND UTILITY USES								
Airports	X	X	X	X	C	C	C	
Freight Terminals	X	X	X	X	C	C	C	
Heliports	C	X	C	X	C	C	C	
Parking Facilities	P	P	P	P[9]	P	P	P	
Public/Mini Storage	X	X	X	X	M	M	SP	
Recycling Collection Facilities								Sec.20.44.090
Reverse Vending Machines	P	P	P	M[9]	P	P	P	
Small Collection Facilities	SP	SP	SP	SP[9]	SP	SP	SP	
Large Collection Facilities	X	X	X	X	C	C	C	
Utilities, Major	C	C	C	X	C	C	C	
Utilities, Minor	P	P	P	P[9]	P	P	P	
Wireless Communications Facilities	See Chapter 20.58							

Notes:

- [1] A Site Plan Review Permit may be required per Chapter 20.32 (Interface Regulations) regardless of the uses shown in Table 20.10-1.
- [2] Residential use on the ground floor is prohibited unless it is located on the back of the property where it is not visible or approved with a Conditional Use Permit.
- [3] Prohibited as a single use. Permitted as part of a residential mixed-use project.
- [4] Use shall not exceed 20,000 square feet.
- [5] 24 hour operations limited to C-T and C-C zones per Chapter 9.08 (Gaming).
- [6] Rehabilitation centers for drug, methadone, and alcohol are prohibited.
- [7] A Conditional Use Permit is required for establishments smaller than 20,000 square feet.
- [8] A Conditional Use Permit is required for alcoholic beverage sales for on-site consumption.
- [9] Permitted only as part of a shopping center or other retail establishment with a minimum of 20,000 square feet of floor area devoted to the sale of groceries.

- [10] Prohibited in the City Center area between 19th and 16th Streets and O Street and Martin Luther King, Jr. Way, including properties fronting on either side of each of the above streets, except vehicle sales showrooms can be allowed.
- [11] Includes refreshment stands.
- [12] Permitted only as an ancillary use to serve employees, not to occupy more than 5,000 square feet.
- [13] Conditional Use Permit required unless the use is ancillary to a principal permitted use. For restaurants, Conditional Use Permit is required unless the uses are conducted in and entered from within the building with no outside advertising.
- [14] A Site Plan Review Permit is required for used vehicle sales.
- [15] Temporary warehousing and storage only is allowed per the requirements of Section 20.10.030(D).
- [16] Provided that a massage establishment permit has not been revoked at that location within 12 months of the application for a conditional use permit and a massage establishment permit is obtained pursuant to Chapter 5.44.
- [17] Must have valid certificate from State of California as a massage therapist or massage practitioner pursuant to the Massage Therapy Act (Business and Professions Code Section 4600 *et seq.*).
- [18] Prohibited within 1,000 feet of schools and other uses per Sec. 20.44.160, unless building over 20,000 square feet.
- [19] Allowed only as a temporary use until a shopping center is developed.

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 _____, 2018, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2018, 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 City Clerk

(SEAL)

APPROVED AS TO FORM

Wally C. Fincher 3/12/18
City Attorney Date



ADMINISTRATIVE REPORT

Agenda Item K.1.

Meeting Date: 3/19/2018

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

SUBJECT: Public Hearing Assessment Ballot Proceeding - Northwood Village, East College Homes, Moss Landing, and Ridgeview Meadows Maintenance Districts

REPORT IN BRIEF

Conducts a public hearing to allow public testimony regarding proposed assessment increases, and continues the item to allow staff sufficient time to tally returned ballots and report the results at the April 2, 2018 City Council meeting.

RECOMMENDATION

City Council -

A. Conduct a Public Hearing for the Northwood Village, East College Homes, Moss Landing, and Ridgeview Meadows Maintenance Districts to allow for public testimony on proposed assessment increases; and,

B. Adopt a motion continuing the item to allow staff sufficient time to tally the ballots and report the results at the April 2, 2018, City Council Meeting.

ALTERNATIVES

1. Approve as recommended by the Director of Public Works; or,
2. Return to staff with specific direction; or,
3. Deny.

AUTHORITY

Chapter 26 of Part 3 of Division 7 of State of California Streets and Highways Code provides the applicable general law for Maintenance Districts; and,

Article I (alternative method for the levy of benefit assessments) of Title 13, Division VIII, of the Merced Municipal Code dealing with Maintenance Districts, provides for subsequent modification to existing Maintenance Districts; and,

Initiative Measure (Proposition 218, Sections 2,3,4,5, and 6) approved at the November 5, 1996 election, and also known as the "Right to Vote on Taxes Act" provides for assessment ballot proceedings.

CITY COUNCIL PRIORITIES

Addresses FY 17/18 City Administration Priority for Maintenance District Funding.

DISCUSSION

It has been determined the Northwood Village, East College Homes, Moss Landing, and Ridgeview Meadows Maintenance Districts do not have sufficient Fund balances to cover necessary operation and maintenance service costs to their respective District.

In order to increase levies an assessment ballot proceeding must be held to obtain property owner approval in advance of any increase in annual levy.

On Tuesday, January 16, 2018, Council adopted Resolution #2018-04, authorizing an assessment ballot proceeding for the Northwood Village, East College Homes, Moss Landing, and Ridgeview Meadows Maintenance Districts.

A summary of the current and proposed assessment amounts required for service are listed below:

District Name	Current Assessment	Proposed Assessment
Northwood Village	\$39.46	\$79.15
East College Homes	\$27.64	\$82.97
Moss Landing (residential)	\$18.38	\$42.49
Moss Landing (school)	\$1,074	\$2,482
Ridgeview Meadows	\$32.48	\$65.01

Voting is determined by the proportionate share of each ballot cast based on a property's assessed value of public improvement and services. Law prohibits opening or tallying of the ballots prior to the start of the Public Hearing.

As a result of this law and due to the large number of anticipated ballots, after the Public Hearing is closed, it is requested this item be continued so that staff may tally the ballots and report the results at the scheduled City Council meeting on Monday, April 2, 2018. The City Clerk's Office will count the ballots in the Sam Pipes Room, located on the first floor of the Civic Center, 678 W. 18th Street, Merced, Ca. The count will be open to the public.

IMPACT ON CITY RESOURCES

If ballots are successful, Council will adopt a resolution approving, confirming, and adopting the Engineer's Reports for that particular District, and the new levy will appear on the property owners' tax bill.

If the ballots are unsuccessful, there would be insufficient funds to cover the anticipated costs associated with the operation of the District and current level of service would have to be reduced to match existing revenues.

ATTACHMENTS

1. Budget Summaries
2. Proposed FY 18/19 Engineer's Reports
3. District Boundary Maps

PROPOSED BUDGET SUMMARIES

FISCAL YEAR 2018/2019

	Fiscal Year 2017/2018			Proposed Fiscal Year 2018/2019		Operating Reserves	Comments
District Name	Approved Budget	Approved Assessment	Reserve Funds Used	Proposed Budget	Proposed Assessment	Fund Balance as of 12/19/17	Consumer Price Index Adjustment
Northwood Village	11,611.00	6,629.00	4,982.00	13,298.00	13,298.00	11,431.00	No Previous Ballot
East College Homes	3,980.00	3,262.00	718.00	9,790.00	9,790.00	1,277.00	No Previous Ballot
Moss Landing	4,576.00	3,481.00	1,095.00	8,047.00	8,047.00	2,724.00	Ballot Failed 12/1/08
Ridgeview Meadows	13,610.00	11,464.00	2,146.00	22,947.00	22,947.00	1,712.00	No Previous Ballot
Total	\$33,777.00	\$24,836.00	\$8,941.00	\$54,082.00	\$54,082.00	\$17,144.00	N/A

**2018/2019 PROPOSED ENGINEER'S REPORT AND BUDGET
NORTHWOOD VILLAGE NO. 1 LANDSCAPE
MAINTENANCE DISTRICT
BUDGET ACCOUNT NO. 104**

ITEM	AMOUNT
MATERIALS, SUPPLIES & SERVICES	\$13,298
REPLACEMENT EXPENSE	\$0.00
TOTAL BUDGET	\$13,298
LESS CITY CONTRIBUTION	\$0.00
PRIOR YEAR ADJUSTMENT (Reserves)	\$0.00
DISTRICT ASSESSMENT	\$13,298
TOTAL ASSESSABLE UNITS	168
ASSESSMENT PER UNIT	\$79.15

**2018/2019 PROPOSED ENGINEER'S REPORT AND BUDGET
EAST COLLEGE HOMES STORM DRAINAGE
MAINTENANCE DISTRICT
BUDGET ACCOUNT NO. 107**

ITEM	AMOUNT
PERSONNEL SERVICES	\$0.00
MATERIALS, SUPPLIES & SERVICES	\$9,790
REPLACEMENT EXPENSE	\$0
TOTAL BUDGET	\$9,790
LESS CITY CONTRIBUTION	\$0
PRIOR YEAR ADJUSTMENT (Reserves)	\$0
DISTRICT ASSESSMENT	\$9,790
TOTAL ASSESSABLE UNITS	\$118
ASSESSMENT PER UNIT	\$82.97

**2018/2019 PROPOSED ENGINEER'S REPORT AND BUDGET
MOSS LANDING STORM DRAINAGE
MAINTENANCE DISTRICT
BUDGET ACCOUNT NO. 111**

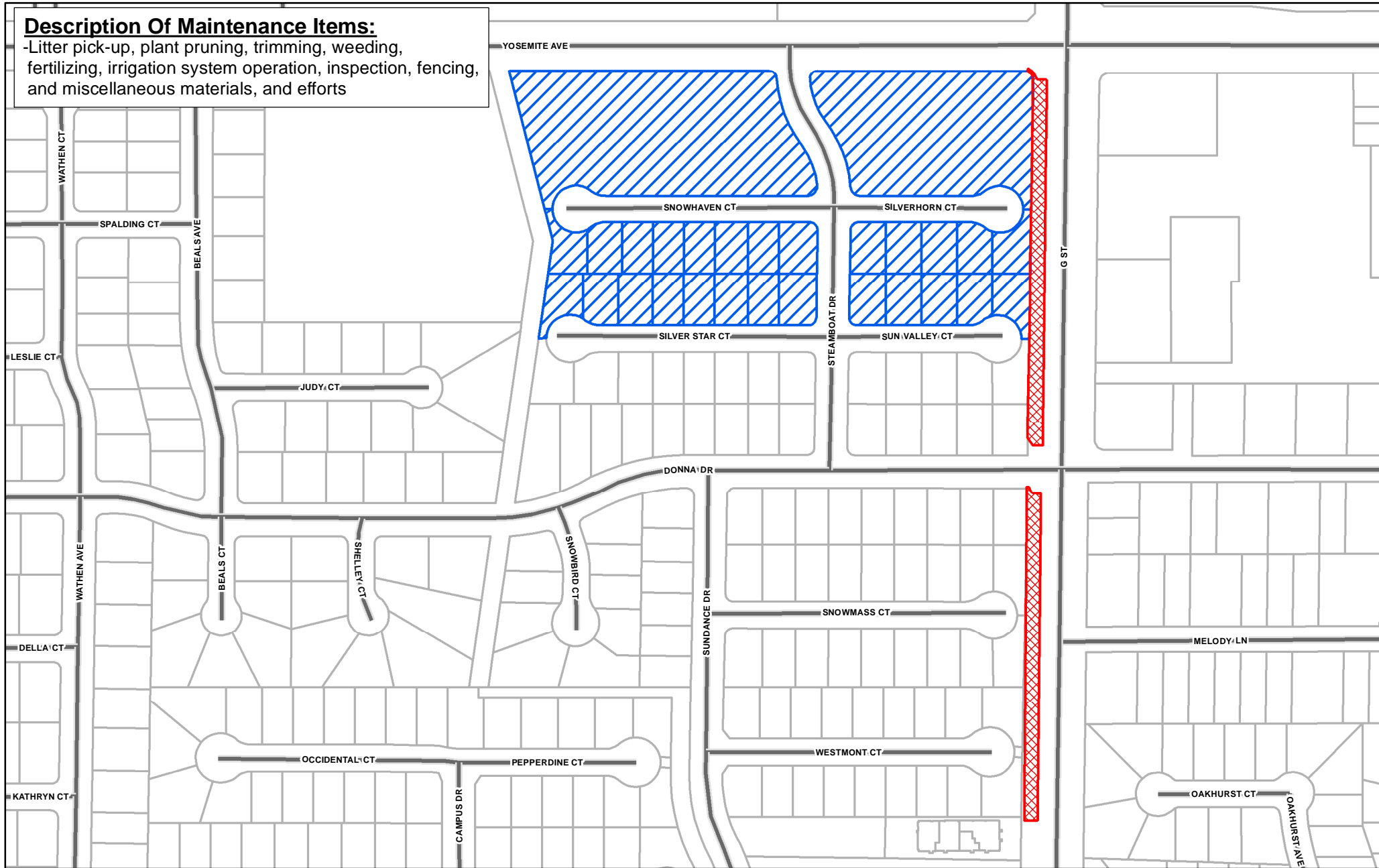
ITEM	AMOUNT		
PERSONNEL SERVICES	\$0.00		
MATERIALS, SUPPLIES & SERVICES	\$8,047.48		
REPLACEMENT EXPENSE	\$0.00		
TOTAL BUDGET	\$8,047.48		
LESS CITY CONTRIBUTION	\$0.00		
PRIOR YEAR ADJUSTMENT (Reserves)	\$0.00		
DISTRICT ASSESSMENT	\$8,047.48		
NON-RESIDENTIAL ACREAGE	9.90 =	30.84%	
RESIDENTIAL ACREAGE	22.20 =	69.16%	
TOTAL ASSESSABLE ACREAGE	32.10 =	100%	
ASSESSMENT TO NON-RESIDENTIAL AREA	\$2,481.93		
ASSESSMENT PER ACREAGE	250.70		
ASSESSMENT TO RESIDENTIAL ACRES	\$5,565.55		
TOTAL ASSESSABLE RESIDENTIAL UNITS	131		
ASSESSMENT PER RESIDENTIAL UNIT	\$42.49		

**2018/2019 PROPOSED ENGINEER'S REPORT AND BUDGET
RIDGEVIEW MEADOWS
MAINTENANCE DISTRICT
BUDGET FUND NO. 121**

ITEM	AMOUNT
MATERIALS, SUPPLIES & SERVICES	\$22,947.26
REPLACEMENT EXPENSE	\$0.00
TOTAL BUDGET	\$22,947.26
LESS CITY CONTRIBUTION	\$0.00
PRIOR YEAR ADJUSTMENT (Reserves)	\$0.00
DISTRICT ASSESSMENT	\$22,947.26
TOTAL ASSESSABLE UNITS	353
ASSESSMENT PER UNIT	\$65.01



Description Of Maintenance Items:

-Litter pick-up, plant pruning, trimming, weeding, fertilizing, irrigation system operation, inspection, fencing, and miscellaneous materials, and efforts



Maintenance District - Northwood

Legend

-  Northwood Village
-  Landscape Area

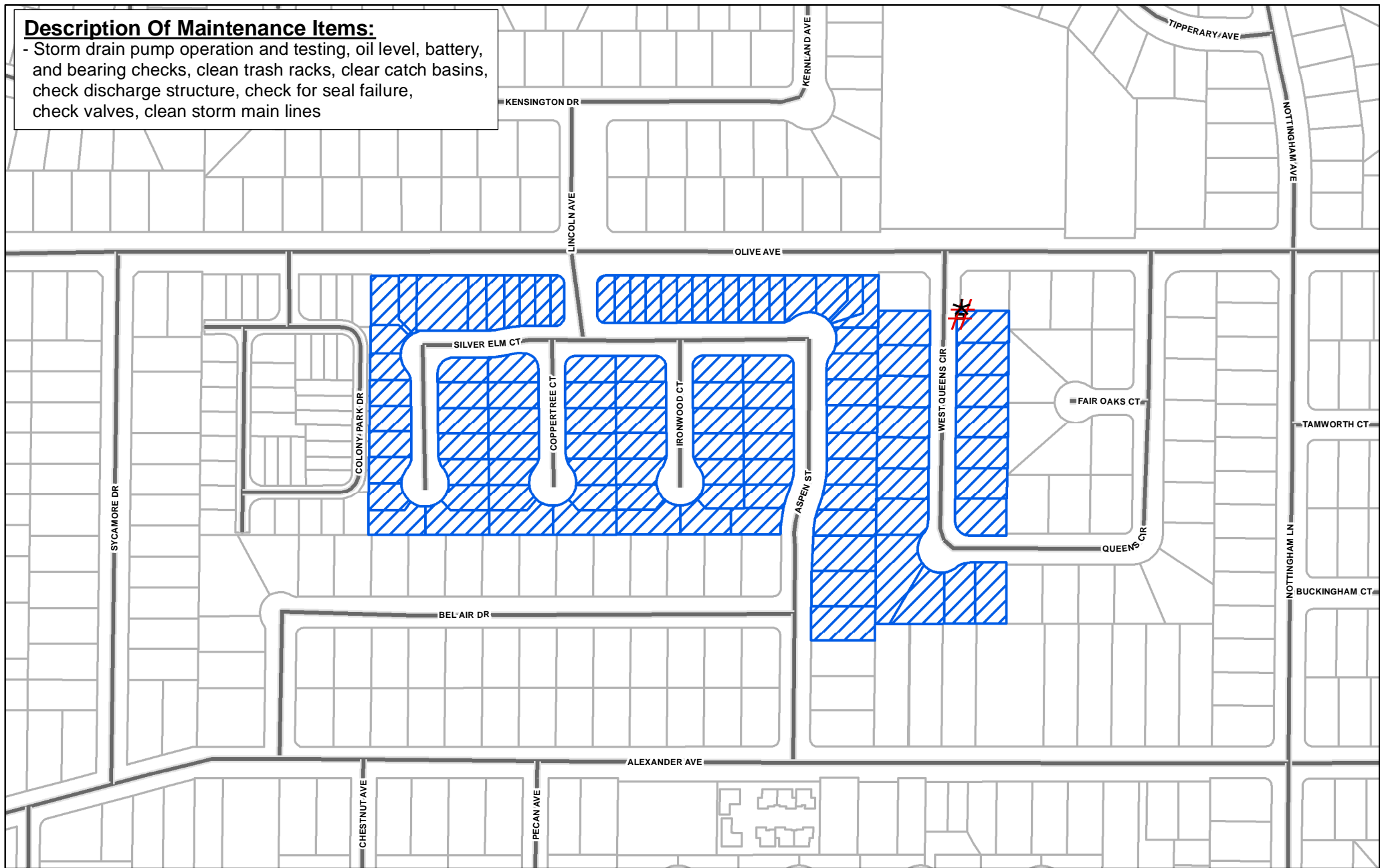


Date: 1/4/2018

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Description Of Maintenance Items:

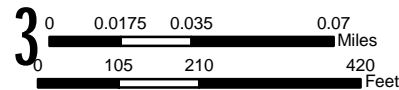
- Storm drain pump operation and testing, oil level, battery, and bearing checks, clean trash racks, clear catch basins, check discharge structure, check for seal failure, check valves, clean storm main lines



Maintenance District - East College Homes

Legend

-  East College Homes
-  Storm Drain Station

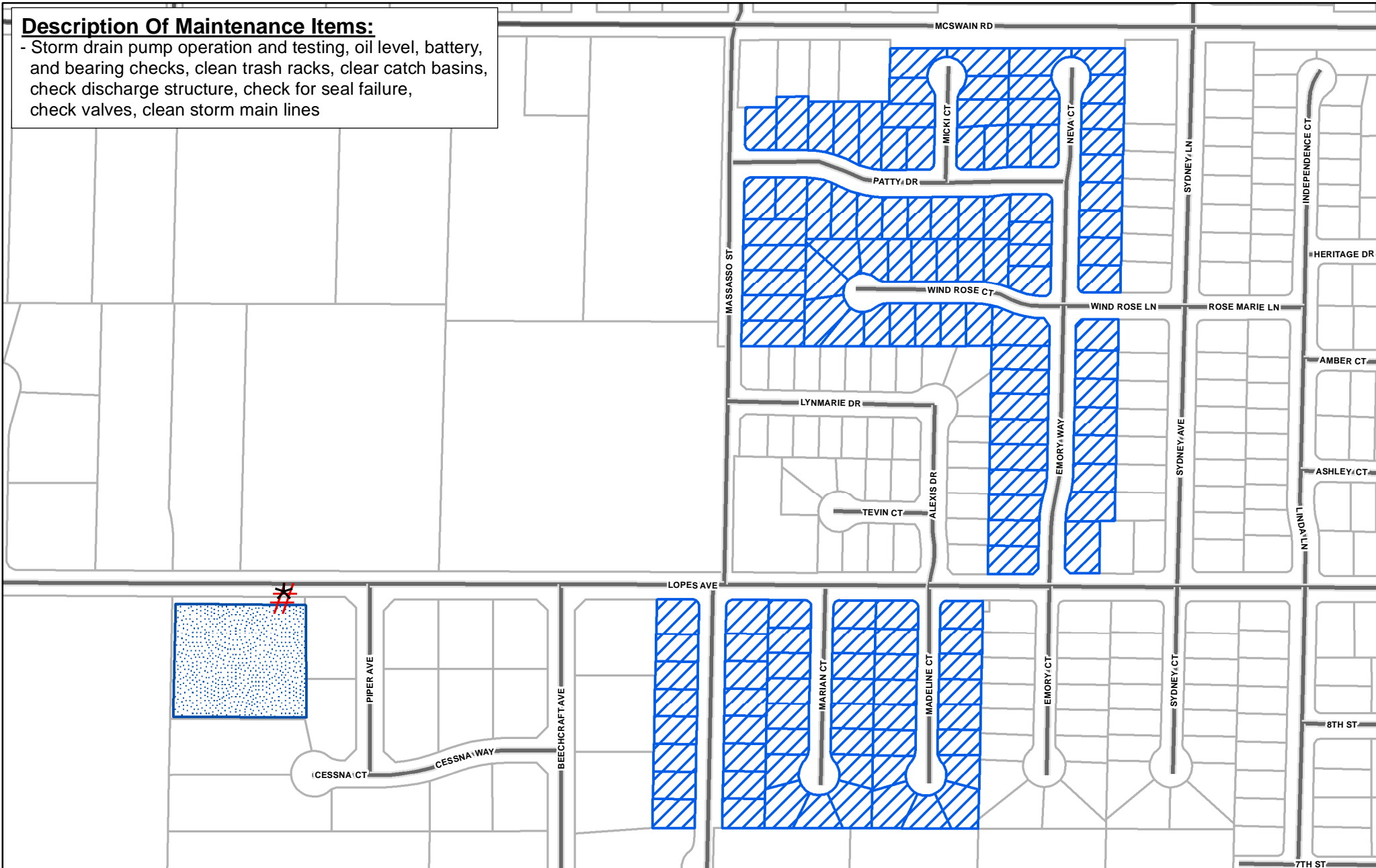


Date: 1/4/2018

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Description Of Maintenance Items:

- Storm drain pump operation and testing, oil level, battery, and bearing checks, clean trash racks, clear catch basins, check discharge structure, check for seal failure, check valves, clean storm main lines



Maintenance District - Moss Landing

Legend

-  Moss Landing
-  Storm Drain Station
-  Storm Drain Basin

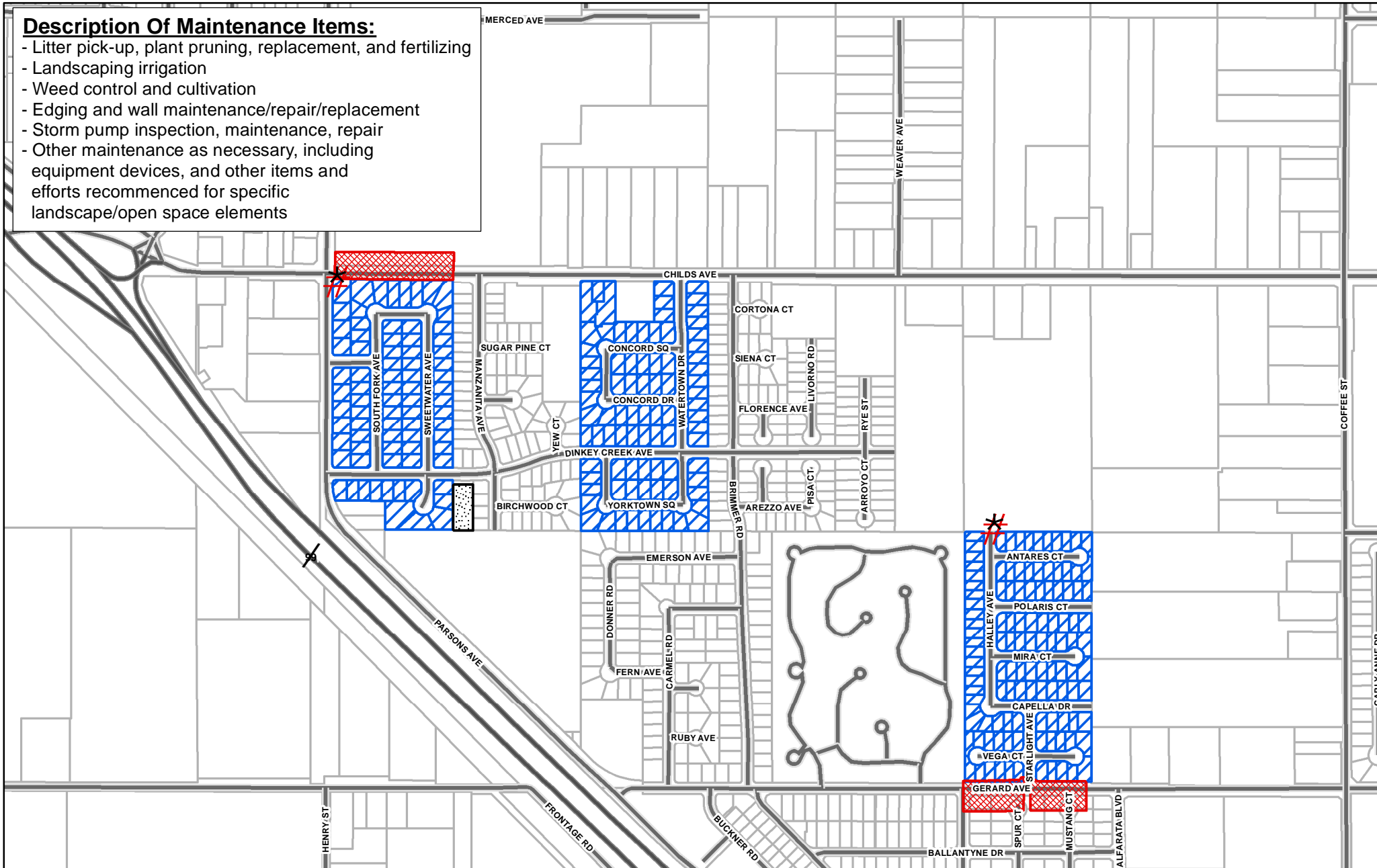


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Description Of Maintenance Items:

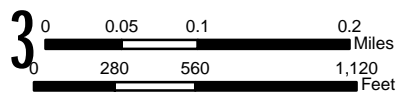
- Litter pick-up, plant pruning, replacement, and fertilizing
- Landscaping irrigation
- Weed control and cultivation
- Edging and wall maintenance/repair/replacement
- Storm pump inspection, maintenance, repair
- Other maintenance as necessary, including equipment devices, and other items and efforts recommended for specific landscape/open space elements



Maintenance District - Ridgeview Meadows

Legend

- Ridgeview Meadows
- Storm Drain Station
- Storm Drain Basin
- Landscape Area



Date: 1/4/2018

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CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item L.1.

Meeting Date: 3/19/2018

SUBJECT: Report on City of Merced Recycling Program

REPORT IN BRIEF

At the request of Council Member Serratto, Recycling Coordinator Monique Gama will update City Council on Merced's recycling program.

RECOMMENDATION

For information only.

ATTACHMENTS

1. Recycling Slide Presentation



AB-341 Mandatory Commercial Recycling

What is AB 341?

Assembly Bill 341 was enacted to reduce greenhouse gas emissions by diverting commercial solid waste to recycling efforts.



A 2008 Statewide Waste Characterization found that the commercial sector generates nearly $\frac{3}{4}$ of the solid waste in California, with a good deal of it being easily recyclable.

Who Does AB 341 Affect?

- Businesses that generate four cubic yards or more of commercial solid waste per week



- Multifamily residential dwellings of five or more units

What Constitutes Compliance?

One or any combination of these options to reuse, recycle, compost or otherwise divert solid waste from disposal will meet compliance standards

- Self-hauling recyclables to a recycling facility, buyback center, or to the regional landfill.



- A service provider/hauler (such as the City of Merced) that picks up the recyclables.

- A service provider that hauls the material away with the service. Such as a paper shredding service taking the shredded paper with them to be recycled.



Our Requirements:

- o Education & Outreach
- o Monitoring
- o Reporting

Meeting Our Requirements...

- o Increased public outreach
 - Participated in more public events
 - Presentations for Classrooms, various clubs and organizations
 - Television, Cinamedia, Radio
 - Facebook
 - City website
- o Waste Audits
 - Updating procedures
 - Creating surveys
 - Revising and creating letters
 - Conducting various audits
- o Yearly Meeting with CalRecycle to review report



What we have to offer...

- Comingled Recycling
- Commercial recycling rates
- A variety of recycling containers – Cubic yards, 300 & 64 gallon containers
- Added another day of service



In Progress

- Organics
- Battery recycling
- Waste Audits
- Contaminations
- ReCollect – Web based application
(Joint effort with MCRWMA)

Work in
progress!!

check back soon...

Organics Diversion

AB 1826

In an effort to achieve California's aggressive recycling and greenhouse gas emission goals, AB 1826 is a state wide law that requires business and multifamily dwellings to divert organic waste.

Who Does This Affect?

- Businesses that generate 4 cubic yards (4.25'L x 6'W x 4.75'H) of commercial solid waste or more per week are required to have a food waste diversion program, including diverting green waste, landscape and pruning waste, and nonhazardous wood waste.
- Multi-family dwellings with 5 or more units are required to divert green waste, landscape and pruning waste, and nonhazardous wood waste. They do not have to divert food waste at this time.

**Don't Let Your
Food Be Wasted!**



How to Participate in Organic Recycling?

This starts with the business. Organic waste is separated on site. Then recycling the organic waste can be done. . .

- On site by maintaining your own compost pile
- By self-hauling the organic waste to a recycling facility
- By using the City of Merced's refuse service

Some Landscape or Gardening Services will provide the waste recycling service for the green waste, landscape and pruning when maintaining the property.



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item L.2.

Meeting Date: 3/19/2018

Report Prepared by: Steven C. Son, Deputy Public Works Director/Interim City Engineer, Engineering

SUBJECT: Assembly Bill 1600 (AB1600) Follow-Up Information From December 18, 2017 Council Meeting

REPORT IN BRIEF

Council requested additional information regarding the AB1600 projects and the available funding amount.

RECOMMENDATION

For information only.

DISCUSSION

On December 19, 2017, Council requested Staff to come back with a list of projects and funding availability. As requested, Staff has attached the requested information to this Administrative Report.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. AB 1600 projects list

**AB1600 Report for
FY2015-2016**

	Five Year Remaining Unexpended Developer Deposit Balance as of June 30, 2017	Estimated Project Cost	Carryover from 2015- 2016	5-Year Funding Projection	Project Status
Water Facility - Main (Fund 566)	\$3,242,284.00				
Project #107033 - Water Well 20		\$1,483,847.00	\$203,482.00		The project is on-going
Project #109033 - Loop Watermain		\$1,031.00	\$1,031.00		The project is on-going
Project #112044 - WWTF New Laboratory Building		\$40,771.00	\$40,771.00		The project has been completed
Project #115024 - 12 inch Watermain		\$380,000.00	\$380,000.00		The project is on-going
Pressure Sustaining Valves #1, #2, #3, #4		\$400,000.00		\$400,000.00	The project is in the future based on growth
16 inch & 18 inch watermain		\$55,500,000.00		\$55,500,000.00	Future project
Project to be determined		\$2,647,807.00		\$2,647,807.00	
Total		\$60,412,685.00	\$584,513.00	\$58,547,807.00	

Water Facility - Wells (Fund 556)	\$21,632,776.00				
Project #107033 - Water Well 20		\$1,078,676.00	\$1,078,676.00		The project has been completed
Project #108068 - Water Meter Installation		\$3,699,075.00	\$3,699,075.00		The project is on-going
Project #112044 - WWTF New Laboratory Building		\$38,819.00	\$38,819.00		The project has been completed
Project #113026 - Water Well #21		\$3,837,731.00	\$3,837,731.00		The project is on-going
Project #113027 - Water Well #2 (Wellhead Treatment)		\$3,125,000.00	\$3,125.00		The project is on-going
Project #113028 - Water Well #7 (Wellhead Treatment)		\$2,500,000.00	\$2,500,000.00		The project is on-going
Project #116020 - Water Well #22		\$2,750,000.00	\$2,750,000.00		The project is on-going
Water Well #23, #24, #25, #26		\$11,000,000.00		\$11,000,000.00	The project is in the future based on growth
Well Sites Land Acquisition		\$4,960,000.00	\$4,960,000.00		The project is in the future based on growth
Water Treatment Plant		\$16,755,000.00		\$16,755,000.00	Future project
Projects to be determined		\$632,139.00		\$632,139.00	
Total		\$50,376,440.00	\$18,867,426.00	\$28,387,139.00	

Wastewater Facility - Lines (Fund 550)	\$2,886,714.00				
Project #117017 - Project to be determined		\$2,416,205.00		\$2,416,205.00	

Police Facilities Fund (Fund 47 and 57)	\$3,985,216.00				
Project to be determined - New Police facility for growth		TBD	\$31,984.00		Future Project

**AB1600 Report for
FY2015-2016**

	Five Year Remaining Unexpended Developer Deposit Balance as of June 30, 2017	Estimated Project Cost	Carryover from 2015- 2016	5-Year Funding Projection	Project Status
Fire Facilities Fund (Fund 46 and 56)	\$2,665,834.00				
Project #109006 - New Fire Station #54 for Growth		\$2,700,064.00	\$350,064.00	\$2,350,000.00	Future Project
Project #109007 - New Fire Station #56 for Growth		\$6,199,961.00	\$599,961.00	\$5,600,000.00	Future Project
New Fire Stations 53, 57, and 58		\$9,660,000.00		\$9,660,000.00	Future Project
Total		\$18,560,025.00	\$950,025.00	\$17,610,000.00	
Refuse Capital Equipment Fund (Fund 562)	\$330,061.00				
Projects to be Determined- New Refuse Equipment		Not currently listed in CIP 2016-2021			
Roadway Facilities Fund (Fund 44 and 54)	\$4,015,544.00				
Project #103010 - Campus Parkway		\$3,452,936.00	\$2,369,295.00	\$1,083,641.00	
Project #107023 -Parsons Avenue Corridor ROW		\$11,529,629.00	\$82,546.00	\$11,447,083.00	On hold
Project #109061-Cardella & Hatch Acquisition		TBD			
Project #113055- Yosemite Avenue at Hwy 59		TBD	\$4,998.00	\$215,000.00	The project is on-going
Total		\$14,982,565.00	\$2,456,839.00	\$12,745,724.00	
Traffic Signal Facilities Fund (Fund 45 and 55)	\$192,262.00				
		Not currently listed in CIP 2016-2021			



ADMINISTRATIVE REPORT

Agenda Item L.3.

Meeting Date: 3/19/2018

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

SUBJECT: Applegate Park Play Equipment and Rose Garden Update

REPORT IN BRIEF

Provides Council with an update on the replacement of the play structure at Applegate Park and requests Council direction on the proposed replacement option(s) of the structure and additionally provides Council with an update on the status of the Rose Garden project to receive direction as needed.

RECOMMENDATION

Provide direction to staff on how to proceed with replacement option(s) of play equipment at Applegate Park and provide direction to staff on the Rose Garden project as needed.

ALTERNATIVES

1. Provide direction to staff on a playground layout option(s) outline in report; or,
2. Refer to staff for reconsideration of specific items; or,
3. Deny.

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

Addresses Council Priority for Park Maintenance.

DISCUSSION

The Applegate Park play equipment was installed in February 1997. Over the years, there have been various repairs to the equipment, which include replacing components, such as slides, swings, etc., at the park. Unfortunately, the play equipment has met its useful lifespan and was removed in January 2018.

Staff has sought out various structure options for replacing the playground equipment. The options were presented at multiple town hall meetings, and members of the public were invited to provide input on their preferred option. Staff is seeking Council direction on which playground option to proceed with. Once an option has been selected, staff will begin the bidding process.

On January 16, 2018, Council provided staff direction to replace irrigation lines, replant rose bushes

and perform a geotechnical analysis. As a result, Staff moved forward with obtaining a contract to replace the irrigation system and obtain new rose bushes. During the course of the project, Staff have continued to engage with the interested stakeholders and solicit volunteer work. Staff is providing an update and seeking to confirm previous direction to replace rose bushes for all existing beds.

IMPACT ON CITY RESOURCES

If Council approves replacing the play structure at Applegate Park, a supplemental appropriation from either the General Fund and/or Fund 442 Park Reserve would be required to fund the project.

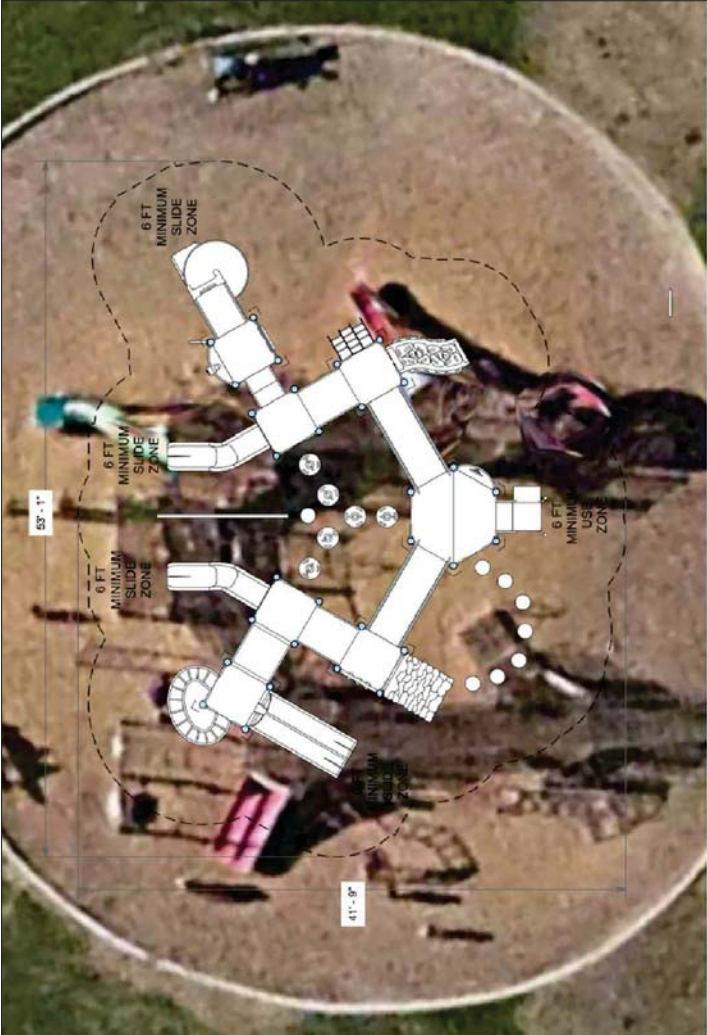
ATTACHMENTS

1. Location Map
2. Option 1
3. Option 2
4. Option 3



Attachment 1 - Location Map

FOR KIDS AGES 2-12



SITE PLAN - TOP VIEW

FOR KIDS AGES 2-12



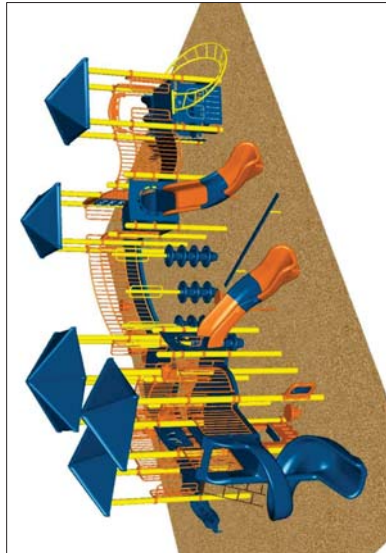
SW VIEW

FOR KIDS AGES 2-12

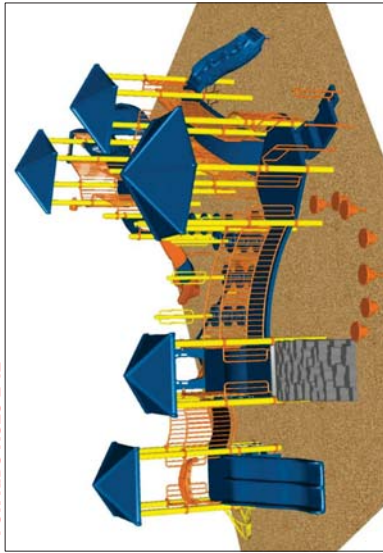


NE VIEW

FOR KIDS AGES 2-12



FOR KIDS AGES 2-12



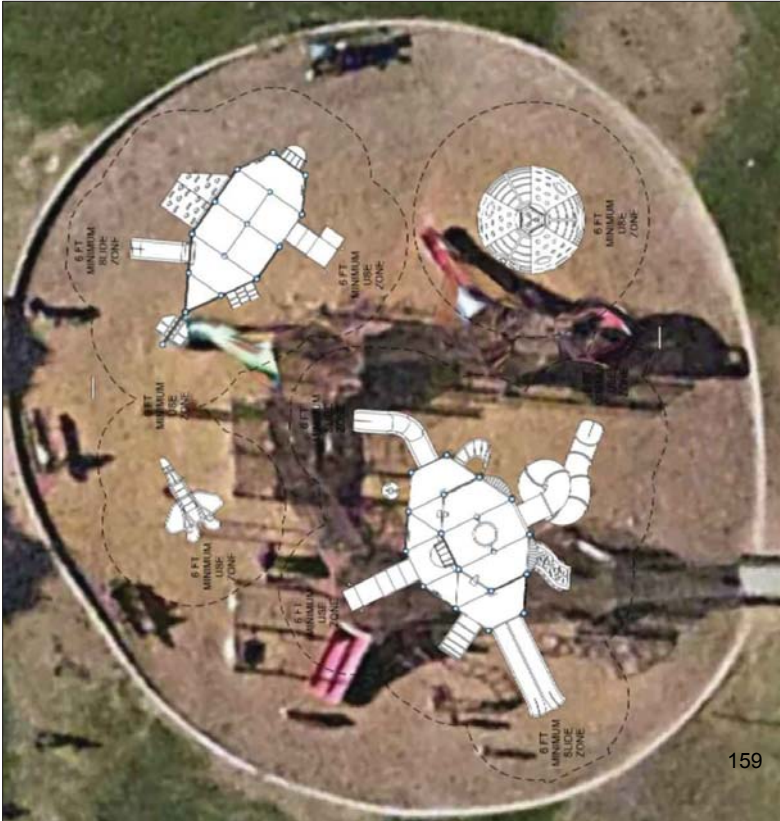
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**APPLEGATE PARK
PLAYGROUND REPLACEMENT**

OPTION 1

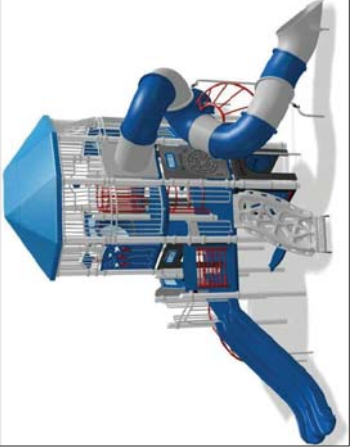
FOR KIDS AGES (MIXED)



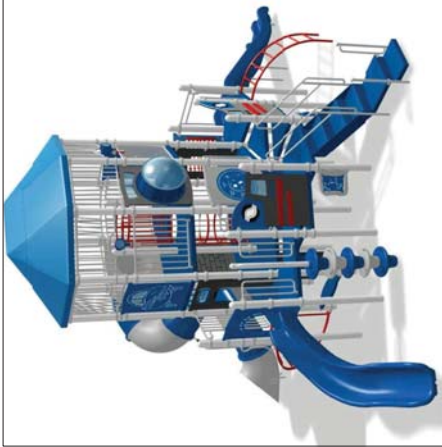
159

SITE PLAN - TOP VIEW

FOR KIDS AGES 5-12



FOR KIDS AGES 5-12



FOR KIDS AGES MIXED)



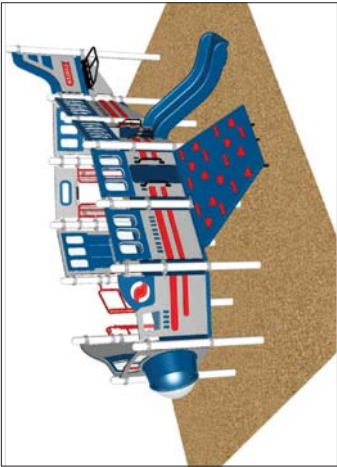
SE VIEW

FOR KIDS AGES MIXED)

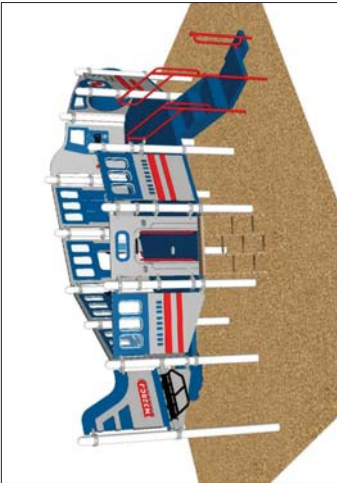


NE VIEW

FOR KIDS AGES 2-5



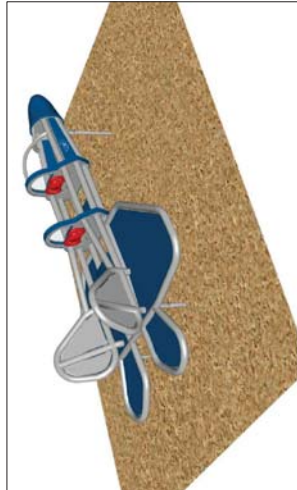
FOR KIDS AGES 2-5



FOR KIDS AGES 5-12



FOR KIDS AGES 2-5



SW VIEW

SW VIEW

NE VIEW

SW VIEW

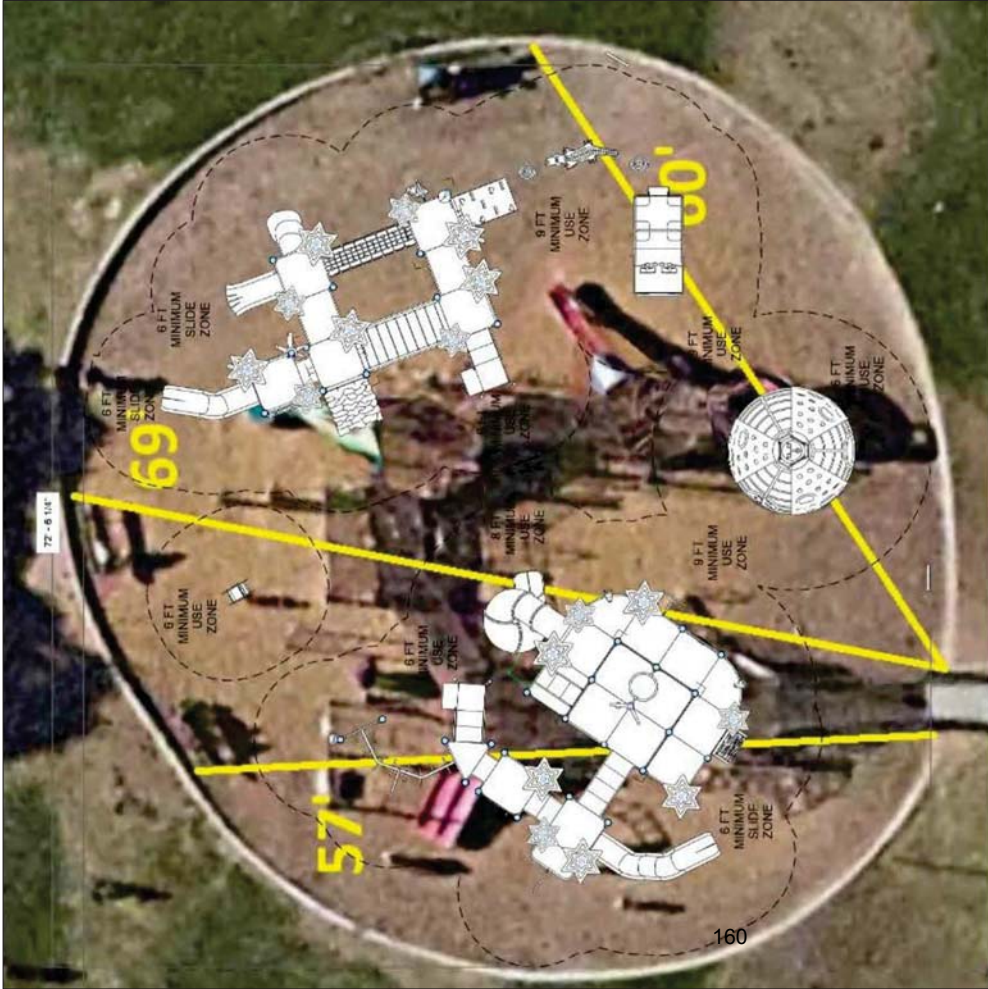
NO.	DATE	BY	REVISION MADE



APPLEGATE PARK PLAYGROUND REPLACEMENT

OPTION 2

FOR KIDS AGES (MIXED)



SITE PLAN - TOP VIEW

FOR KIDS AGES (MIXED)



VIEW 1

FOR KIDS AGES (MIXED)



VIEW 2

NO. DATE BY REVISION MADE

NOTES:
1. IF THERE IS ANY ADDITIONAL WORK TO BE DONE, IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERCED.



**APPLEGATE PARK
PLAYGROUND REPLACEMENT**

OPTION 3



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item L.4.

Meeting Date: 3/19/2018

SUBJECT: Update and Discussion on Park Benches and Trash Receptacles in the Downtown Area

REPORT IN BRIEF

Staff will provide a brief history on the removal of downtown benches and seek direction on next steps for the benches and trash receptacles.

RECOMMENDATION

Provide staff with direction regarding the next steps to take in regards to downtown park benches and trash receptacles.



ADMINISTRATIVE REPORT

Agenda Item L.5.

Meeting Date: 3/19/2018

SUBJECT: Direction on Establishing an Arts Commission within the City of Merced

REPORT IN BRIEF

Provides the City Council with an update on the progress that has been made to establish a Public Arts Commission in the City of Merced.

RECOMMENDATION

Provide staff with further direction as necessary on the creation and implementation of a City Arts Commission.

AUTHORITY

Article VII, Sections 700, 702, 702.1, 707 and 708 of the Merced City Charter.

DISCUSSION

On August 7, 2017, Council Member Martinez presented the concept of establishing an Arts Commission within the City of Merced. Council provided staff direction to explore the necessary options and steps to move forward. On November 6, 2017 staff presented the research that took place, including what other jurisdictions have done to establish and implement a local Arts Commission and the benefits to the community. Staff received direction from the Council to reach out to local partners and explore options.

On March 9, 2018, Staff met with over 20 stakeholders to work through next steps. The group discussed elements that are needed to draft an ordinance, including: purpose, membership, duties and responsibilities, and funding. The attached slide presentation provides a summary of what was initially agreed upon during the meeting. The group is committed to future meetings and working towards the development of a draft ordinance establishing an Arts commission for consideration by the City Council.

ATTACHMENTS

1. Slide Presentation on Arts Commission

Art Commission Update

City of Merced

March 19, 2017

Overview

- Council Member Martinez proposed the development of a Public Arts Commission – August 7, 2017
- Staff presented research and received direction to move forward – November 6, 2017
- Stakeholder meeting to solicit input – March 9, 2018

Community Stakeholders

Arbor Gallery

Art Hop

Building Healthy Communities

Citizens for the Betterment of
South Merced

Downtown Neighborhood
Association

Main Street Association

Mariposa Art Company

Merced Chamber of Commerce

Merced City School District

Merced College

Merced County Office of Education

Merced County Regional Arts
Council

Merced Theatre

Merced Union High School District

Multi-Cultural Arts Center

Paint the Town

Playhouse Merced

Realtor's Association

Shakespeare Festival

UC Merced

Purpose

- Act in an advisory capacity to the Planning Commission, Historic Preservation Commission and City Council in all artistic, aesthetic, historical, and cultural areas
- Recommend ordinances, rules and regulations that support fine and performing arts and preserve historical, aesthetic and cultural aspects of the community
- Actively encourage and recommend cultural enrichment programs and festivals that represent the community

Purpose

- Act as a resource to the community and local arts for:
 - Mentorship
 - Internships
 - Facilitating Process
 - Marketing
 - Advocating
- Promote art that is reflective of the community across all cultures, races, and stages of life
- Support sustainable art projects that are environmentally and longevity sustainable

Membership

A community-wide commission with 11 members (6 district, 5 at-large) of city residents who serve a 4-year term with knowledge, expertise, or experience in one or more of the following areas:

- Visual, performing, literary, music or other types of art
- Planning, historical, preservation, architectural
- Economic development, business, marketing, public relations
- Member of artistic, cultural, community organization
- Educational partner

Duties and Responsibilities

- Provide recommendations for the following:
 - Displays of art within a public building or facility
 - Programs that promote art or enhance cultural development
 - Space or building exteriors for outdoor visual artworks
 - Variety of venue for performing arts
- Submit recommendations for funding to support programs
- Promote awareness and encourage private investment in arts
- Coordinate with individuals and organizations to support artistic and cultural activities

Duties and responsibilities

- Develop a community calendar that highlights local artistic events
- Develop maintenance plans that allow for sustainable works and long-lasting investments
- Establish artistic standards across disciplines
- Develop a plan to maximize opportunity for programs and works to be integrated throughout the City
- Establish a recognition program for local artists or groups that give back to the community

Funding Options

- Grants
 - SB 5 potential opportunities and other grants
- Capital Improvement Projects
 - Develop policy to allocate 1% of CIPs to include artistic/cultural element
- Non-profit Partnership
 - Partner with community groups to raise funding for projects
 - Private donor proposals
- Impact Fees
 - Developer contribution to local art within the community
- General Fund
 - Council allocate funding through the budget process
 - Youth programs
 - Community Festivals

Next Steps for Implementation

- Follow up Stakeholder meetings:
 - April 11, 2018, from 5pm – 6:30pm
 - April 27, 2018, from 3pm – 4:30pm
- Work towards a draft ordinance vetted by Stakeholder group
- Present draft ordinance for Council consideration – target May 2018



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item L.6.

Meeting Date: 3/19/2018

SUBJECT: Priority Setting Session

REPORT IN BRIEF

On March 5, 2017, Staff presented a summary of items that were discussed at the recent Town Hall meetings. The summary was based on comments made by residents for the City Council to consider. Following of the presentation of the summary, Council members provided a list of priorities. Staff have summarized the comments from Council members and are presenting this list for consideration to assist with the development of the 2018-19 budget.

RECOMMENDATION

Provide staff direction on City Council priorities after taking public comment.

FY 2018/19 Council Goals & Priorities

* Prior Year

Staffing (General Fund)

- * Measure C Transition - Sunsets in 2026
- * Code Enforcement/Dispatchers/Police Officers
- * Parks Maintenance Workers
- * Employee Compensation
- Parks & Recreation Director (fill vacancy)

Youth Programs (General Fund)

- * Youth/Recreation Programs
- Community Outreach - Mobilize Volunteers
- Additional Programs with Partnerships
- 27th & K

City Beautification (One-time/General Fund)

- * Parks Maintenance & Equipment
- * Public Art
- * Blighted Property/Refuse Collection
- * Welcome Signs
- Public Spaces
- City Entry Points
- Honorary Signs - Clovis example

Streets (Measure V/STP/Local Transportation)

- * Overall Streets, Sidewalks, and Street Lights
- Regular Updates to community on projects
- Safe Routes to School - Childs Ave.
- Parsons Ave.
- Flood prevention

Future Planning

- * Police Station/Fire Stations/Public Works Yard/Park Restrooms
- * Quiet Zones/Rail Safety
- * Economic Development/Industrial Park/Yosemite Travel
- Growing General Fund Reserves
- Water Conservation
- Future Annexations/Growth of City/Sewer Master Plan
- Infill Development
- City Outskirts Services

Downtown

- Code Enforcement/Store Fronts
- Housing
- Sub-Committee

Transportation

- High Speed Rail
- ACE Train
- Amtrak

Community Wellness

- * Homelessness/Pan Handling
- Think Tanks
- Neighborhood Watch
- Expanded Citizen's Academy

Agency Partnerships

- * Campus Parkway (County)
- UC Merced Internships
- Drug Prevention (County)
- Public Health (County)
- Job Training (County)



ADMINISTRATIVE REPORT

Agenda Item M.1.

Meeting Date: 3/19/2018

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

SUBJECT: Citizens' Oversight Committee - Measure C Appointments

REPORT IN BRIEF

Accept recommendation to fill Citizens' Oversight Committee - Measure "C" vacancies.

RECOMMENDATION

City Council - Adopt a motion accepting recommendation from the Citizens' Oversight - Measure "C" Committee and appointing one individual to the Central District to serve as a member of the Committee and one individual to the Northern District to serve as a member of the Committee.

ALTERNATIVES

1. Approve, as recommended by Citizens' Oversight Committee; or,
2. Approve, subject to other than recommended by Citizens' Oversight Committee; or,
3. Deny; or,
4. Direct the Clerk's Office to continue recruitment for the vacancies.

AUTHORITY

Charter of the City of Merced, Section 3.38.050.

DISCUSSION

The purpose of the Citizens' Oversight - Measure "C" Committee is to review projected revenues created by the voter approved Measure "C", a one-half cent Sales Tax. The Committee recommends proposed expenditures to City Council. The Committee consists of three voting members from each of the three existing Policing Districts of the City, for a total of nine voting members, who serve four-year terms of office. There are also ex-officio members representing the various recognized municipal employee bargaining units.

As outlined in Section 3.38.050 of the Charter, any vacancy for a voting member on the Citizens' Oversight Committee shall be filled by having the Citizens' Oversight Committee make nominations to the City Council for consideration as a whole.

ATTACHMENTS

1. Application of Greg Wright (Central District)
2. Application of Robert Matsuo (Northern District)
3. Application of Jessie Dekker (Central District)

4. Current Roster

Profile

Greg

First Name

Wright

Middle Initial

Last Name

UC Merced

Employer

Assistant Professor

Job Title

Email Address

Primary Phone

Alternate Phone

Are you 18 years of age or older? (Required)

☒ Yes ☐ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

☒ Yes ☐ No

Street Address

City

Suite or Apt

State

Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

☒ Yes ☐ No

Are you currently serving on a Board or Commission? If so, please list:

Which Boards would you like to apply for?

Citizens Oversight Committee - Measure C: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☒ Doctoral Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I'm an Assistant Professor of Economics at UC Merced. I have a BA from UC Berkeley and a PhD from UC Davis. I'm originally from Oakdale, so have strong ties to the Central Valley. I'd like to get involved in the community and this seems like an interesting way to do so.

Please list your current employer and relevant volunteer experience.

I'm currently employed at UC Merced. I have never served on a Board or Commission. Prior to graduate school I worked for the Oakland Metropolitan Chamber of Commerce and so became familiar with city governance in a general way.

What is your understanding of the roles and responsibilities of this Board or Commission?

My understanding is only what I have read on the internet. I understand that the Measure allows a lot of flexibility in how the funds are spent and I understand this the community oversight role was part of the measure.

Do you have experience or special knowledge pertaining to this Board or Commission?

My expertise in Economics may not be useful in any specific way but I will likely bring a unique perspective when thinking about how to allocate scarce resources.

Any other comments you would like to add that may assist the City Council in their decision?

I am a product of the Central Valley and was excited when I was given the opportunity to return. I'd like to contribute to the community beyond my role at UC Merced, and this could be a nice way to do so.


Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☒ I Agree *

Question applies to multiple boards

Attendance Policy

☒ I Agree *

Statement of Economic Interests - FPPC Form 700

☒ I Agree *

Question applies to multiple boards

Oath of Office

☒ I Agree *

Question applies to multiple boards

Public Scrutiny

☒ I Agree *

How did you hear about this vacancy? *

☒ Other

Mayor's Twitter feed!

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☒ Caucasian/Non-Hispanic

Gender

☒ Male


Date of Birth

Submission

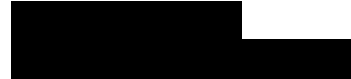
GW

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

Greg C. Wright

Department of Economics
University of California, Merced
5200 N. Lake Rd. - Merced, CA 95343

Contact Info:



Personal

Married to Rowena Gray, 2-year-old daughter Zoe
Born: Mt. Shasta, CA
Raised: Oakdale, CA

Current Position

2014- Assistant Professor, University of California at Merced

Past Positions

2011-2013 Assistant Professor, University of Essex
2005-2011 Graduate Student Researcher, University of California, Davis
2003-2005 Research Associate, Public Policy Institute of California
2001-2003 Economic Development Specialist, Oakland Chamber of Commerce
2000-2001 English Teacher, Japan

Education

Ph.D. Economics, University of California at Davis, September 2011
M.A. Economics, University of California at Davis, 2006
B.A. Astrophysics, University of California at Berkeley, 1998

Teaching

2017 Intermediate Microeconomics, *University of California, Merced*
2015-17 International Trade & Finance, *University of California, Merced*
2014 International Microeconomics, *University of California, Merced*
2012-13 International Trade, *University of Essex*
2012-13 International Trade Theory (Post-Graduate), *University of Essex*
2008 Global Economic Analysis, *CSU East Bay, Hayward, CA*
2001-2002 English Teacher, *Funabashi, Chiba, Japan*

Profile

Robert

First Name

D

Middle Initial

Matsuo

Last Name

five.ten.bistro

Employer

Owner/Operator

Job Title

Email Address

Primary PhoneAlternate Phone

Are you 18 years of age or older? (Required)

☐ Yes ☐ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

☐ Yes ☐ No

Street AddressCitySuite or Apt

State

Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

☐ Yes ☐ No

MMSA, Chamber Of Commerce,
Art HopAre you currently serving on a Board or Commission? If
so, please list:

Which Boards would you like to apply for?

Citizens Oversight Committee - Measure C: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☒ Some College, No Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

Email

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I want to make Merced Great Again, good catch phrase, but I want downtown and Merced in a whole to be amazing.

Please list your current employer and relevant volunteer experience.

What is your understanding of the roles and responsibilities of this Board or Commission?

I dont know to much about this board, yet!

Do you have experience or special knowledge pertaining to this Board or Commission?

Sure, I am a smart business owner, and fast learner and know a little about everything that happens in Merced.

Any other comments you would like to add that may assist the City Council in their decision?

I am a great down town business owner, and president of the MMSA, on the board of the Chamber of Commerce, and part of the board of directors of the ART HOP.

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☒ I Agree *

Question applies to multiple boards

Attendance Policy

☒ I Agree *

Statement of Economic Interests - FPPC Form 700

☒ I Agree *

Question applies to multiple boards

Oath of Office

☒ I Agree *

Question applies to multiple boards

Public Scrutiny

☒ I Agree *

How did you hear about this vacancy? *

☒ Other

City Staff

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☒ Asian or Pacific Islander

Gender

☒ Male

[Redacted]

Date of Birth

Submission

RM

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

Profile

Jesse

First Name

Dekker

Last Name

Middle Initial

Modern Air Mechanical

Employer

Office Manager

Job Title

Email Address

Primary Phone

Alternate Phone

Are you 18 years of age or older? (Required)

☐ Yes ☐ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

☐ Yes ☐ No

Street Address

City

Suite or Apt

State

Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

☐ Yes ☐ No

No

Are you currently serving on a Board or Commission? If so, please list:

Which Boards would you like to apply for?

Economic Development Advisory Committee: Submitted

Citizens Oversight Committee - Measure C: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☒ Bachelor's Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I am a business-minded and concerned citizen who'd like to contribute my personal and professional work experience, education, and background to further the economic development of our community. I hold integrity in the highest regard and believe this is an integral component of any local government agency or entity. I am a young(er) working career professional who believes more citizens need to not only speak up about their community and how it conducts its business, but to also contribute our own skills, experience, and passions in specific areas that will further the development and opportunity for all those living in our community. We as citizens cannot simply sit back and expect our communities to change around us for the better; we must initiate and contribute to change.

Please list your current employer and relevant volunteer experience.

What is your understanding of the roles and responsibilities of this Board or Commission?

Measure C Oversight Committee oversees the use of the City's Measure C funds since 2006. These funds come from hard working citizens and businesses, all of whom have a right to ensure the thoughtful, worthy, and ethical expenditure of these funds. My understanding of the Oversight Committee is to manage, approve, and generally oversee the use of these funds, ensuring they are used for the highest value for the community. The Economic Development Advisory Board assists the City Council and other local governing bodies make sound and informed decisions on business-related matters happening within the city limits. The board assists by providing recommendations for or against various projects, business proposals, and other business related activities that have requested authorization to operate within the city's limits. It is the board's responsibility to represent the city and it's citizens, speaking for them on these business matters, while always looking out for the community's best interests in terms of welcoming new business and various projects that will further the economic development of our community. The ED Advisory Board and its members also have the privilege and responsibility to represent the city and its citizens in relevant capacities, whether at trade shows or various programs and agendas within the city. It is the members' responsibility to maintain the best interest of the city and it's citizens. The board may also be required to advise and assist the City Council in creating policies that effect the city's economic development and business opportunities, including educating the general public on these policies and how they impact the community.

Do you have experience or special knowledge pertaining to this Board or Commission?

In addition to my 8+ years of professional work experience in various industries and business environments, I bring 3 years of office/business management experience, and a Bachelor's degree in Psychology, with an emphasis in business and business administration. More recently, my professional and daily responsibilities are with personnel management, budget management, sales management, business operations, and business development. Additionally, I have a strong background in hiring and recruiting, and have learned a lot about the difficulties in our current economic climate, specifically for jobseekers. All of these give me a well-rounded, informed, and experienced business acumen that allows me to thoughtfully understand and integrate business and economic processes and systems to positively impact an organization/company or community (in this case). Working in the contracting field has lead me to be proficient in cost management as well, which is key in ensuring a project is profitable and/or beneficial for the benefactors, which in this case would be the citizens of Merced.

Any other comments you would like to add that may assist the City Council in their decision?

Although I have minimal local government experience, I have always made efforts to positively impact the community in which I live. I moved to Merced in August 2014 from the city of Palm Desert. In Palm Desert, I was actively involved in a mentorship program called Big Brothers Big Sisters of the Desert, the Palm Desert Chamber of Commerce, and regular job fairs and career fairs, due to my employment as a Recruiting Specialist with a staffing and recruiting firm. For years I've always been involved in local business groups such as Chambers of Commerce, and mentorship and volunteer programs, among other things. Since moving to Merced, I've been looking for ways to serve my new community. I have contacted both the Merced Rotary as well as Merced Kiwanis and am currently debating which is a better fit for my interests and goals. I care about my community and the challenges and opportunities it faces. My hope is to provide a fresh perspective and additional line of support to these boards, our City Council, and the citizens they serve. I am happy to provide both personal and professional references whom the existing board members and City Council are welcome to contact.

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☒ I Agree *

Question applies to multiple boards

Attendance Policy

☒ I Agree *

Statement of Economic Interests - FPPC Form 700

☒ I Agree *

Question applies to multiple boards

Oath of Office

☒ I Agree *

Question applies to multiple boards

Public Scrutiny

☒ I Agree *

How did you hear about this vacancy? *

☒ A Friend

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

None Selected

Gender

None Selected

Date of Birth

Submission

JAD

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.



CITIZENS OVERSIGHT COMMITTEE - MEASURE C

BOARD ROSTER



MICHAEL J HARRIS

1st Term May 01, 2017 - Jan 01, 2019

Appointing Authority City Council

Position Chair

Office/Role Central District



ISABEL SANCHEZ

2nd Term Jan 01, 2016 - Jan 01, 2020

Appointing Authority City Council

Position Member

Office/Role Southern District



SPENCER DAVIES

1st Term May 01, 2017 - Jan 01, 2020

Appointing Authority City Council

Position Member

Office/Role Central District



COREY M PLAGENZA

No Term

Appointing Authority Bargaining Unit

Position Ex-Officio

Office/Role MACE Representative



JAMES W EVANS

No Term

Appointing Authority Bargaining Unit

Position Ex-Officio

Office/Role IFFA Representativie



ALAN WARD

No Term

Appointing Authority Bargaining Unit

Position Ex-Officio

Office/Role MPSA Representative



WILLIAM AVERY

No Term

Appointing Authority Bargaining Unit

Position Ex-Officio

Office/Role MPOA Representative



VACANCY

Appointing Authority City Council

Position Member

Office/Role Southern District



VACANCY

Appointing Authority City Council

Position Member

Office/Role Northern District



VACANCY

Appointing Authority City Council

Position Member

Office/Role Northern District



VACANCY

Appointing Authority City Council

Position Member

Office/Role Central District



VACANCY

Appointing Authority City Council

Position Member

Office/Role Southern District



VACANCY

Appointing Authority City Council

Position Member

Office/Role Northern District



VACANCY

Appointing Authority AFSME

Position Ex-Officio